

[Please note that the following is an English translation of the original Japanese version, prepared only for the convenience of non-Japanese speakers concerned. In case of any discrepancy between the translation and the Japanese original, the latter shall prevail.]

May 11, 2006

ROHM CO., LTD.

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**ROHM Announces the Adoption of Fair Rules for the Acquisition of Substantial Shareholdings
(Takeover Defense Measure)**

ROHM CO., LTD. ("ROHM") announced on May 11, 2006 that its Board of Directors (the "Board") has adopted Fair Rules for the Acquisition of Substantial Shareholdings (Takeover Defense Measure) (the "Plan").

1. Reasons for Adoption of the Plan.

ROHM believes that in the event that a takeover proposal is made, the ultimate decision as to whether or not to accept the proposal should be made by its shareholders at the time of the takeover proposal. Furthermore, when a takeover proposal is made, in order to preserve and enhance corporate value and the common interests of shareholders, it is necessary to create an environment in which the shareholders of ROHM at the time can make an informed judgment based on sufficient information and with a reasonable time period to consider the proposal.

In light of the above, ROHM has adopted the Plan, which sets forth a clear path that a bidder can follow to commence a takeover proposal. The Plan is designed to enable the shareholders at the time of the takeover proposal to make an informed judgment as to whether to accept such proposal in accordance with a fair and highly transparent procedure to ascertain the shareholders' will by requiring a bidder to provide the Board with sufficient information and a reasonable time period to permit the Board to consider the takeover proposal and pursue alternatives.

The Plan is being adopted in accordance with, among other things, applicable statutory provisions, the relevant rules concerning the adoption of takeover defenses set forth by Tokyo Stock Exchange, Inc. and Osaka Securities Exchange Co., Ltd., and the "Guidelines Regarding Takeover Defense for the Purposes of Protection and Enhancement of Corporate Value and Shareholders' Common Interests", promulgated by the Ministry of Economy, Trade and Industry and the Ministry of Justice, and upon giving full consideration to the rulings of Japanese courts concerning takeover defenses.

2. Background of Adoption of the Plan.

ROHM's mission is to contribute to the advancement and progress of our culture through a consistent supply, under all circumstances, of high quality products in large volumes to the global market. Fulfilling this mission serves all of our constituencies --- our shareholders, employees, customers, and the local communities in which we are located. We believe that obtaining the understanding and cooperation of all our stakeholders creates and enhances total long-term corporate value and promotes the common interests of our shareholders. Making ROHM's stock even more attractive to investors has been one of the highest priorities of our management.

Based on this corporate philosophy, ROHM has committed itself to developing market-leading products, including high-value-added system LSI chips and optical devices. ROHM also pursues the enhancement of cost competitiveness through optimal utilization of its distinctive production technologies and consequently leads the world electronic component market.

Based on the above basic management policies, ROHM continues to make every effort to enhance corporate value and the common interests of shareholders. As for takeover defenses, ROHM believes that the best strategy is to achieve a higher stock price as well as to gain to the fullest extent the confidence of its shareholders through ongoing and comprehensive investor relations activities. ROHM also intends to maintain a stable dividend payout taking into consideration the payout ratio on a consolidated basis, and at the same time, depending on the cash flow condition, consider additional measures to increase shareholder returns, such as repurchasing its own stock, thereby increasing the total shareholder return ratio.

However, ROHM realizes that in recent years, the Japanese capital market has become increasingly vulnerable to abrupt large-scale stock acquisitions without shareholders or other related parties being provided sufficient information or an equal opportunity to participate, which may result in harm to the corporate value of the target and the common interests of its shareholders. A bidder could time such an acquisition to take place at the time ROHM stock is underperforming due to a temporary factor such as a semiconductor market cycle.

Therefore, ROHM has determined that it is necessary to adopt fair rules for a bidder to follow prior to commencing a takeover so that ROHM's shareholders can make the ultimate decision upon an informed judgment as to whether or not to accept the bidder's takeover proposal in accordance with a fair and highly transparent procedure, based on sufficient information and with a reasonable time period for the Board to consider the proposal and pursue alternatives, and also based on a full understanding how the Board's alternatives or other proposals would enhance corporate value and the common interests of shareholders, compared to the bidder's proposal. ROHM also believes that such rules should, by all means, preclude management entrenchment or any arbitrary action by the Board in respect of the takeover proposal.

As stated above, the purpose of the Plan is to preserve and enhance corporate value and the common interests of the shareholders. The Board requests that any bidder follow the Plan to commence a takeover proposal, and if the bidder has not followed the procedures required by the Plan, the Board intends to take certain measures as provided in the Plan.

3. How the Plan Works.

A distinguishing feature of the Plan is the provision under which the shareholders at the time of a takeover proposal decide whether or not to allow a takeover proposal to proceed through a shareholders vote, a fair and highly transparent procedure to ascertain shareholders' will. Since those shareholders are the parties with a direct interest in the decision as to whether such proposal should be accepted, seeking their approval through such procedure best serves the principal of preserving and enhancing corporate value and the common interests of shareholders. In addition, the Plan sets an objective and detailed procedure to follow when a bidder commences a takeover proposal, which prevents the Board from making arbitrary decisions, and ROHM therefore considers the Plan highly transparent.

The Plan is briefly described below. For details, please see the Plan attached hereto. Also attached hereto as [EXHIBIT 2] are frequently asked questions (FAQ) regarding the Plan. Both the Plan and FAQ are also available on ROHM's website at <http://www.rohm.co.jp>.

(1) Required Information. In order for any proposal by a bidder who proposes to acquire 15% or more of ROHM's voting shares to be considered by the shareholders at a shareholders vote, the bidder is required to provide ROHM with certain required information, which is specifically and objectively set forth in the Plan so that the bidder can fully prepare in advance. The required information is deemed sufficient unless it is deficient on its face, and accordingly, the Board may not make any arbitrary decision as to whether it has received the required information and thereby unreasonably delay the procedure.

(2) Review Period. A time period that enables the Board to pursue alternatives and ROHM's shareholders to make an informed judgment will be determined as specified in the Plan, depending on the terms of a takeover proposal. The commencement date of a review period and the applicable time period are specifically and objectively set forth in the Plan. A review period begins on the date when required information is submitted,

which date is determined on an objective standard as indicated above, not allowing the Board to arbitrarily delay the commencement of a review period. The length of the review period depends on the particular type of the takeover proposal and is, in general, either 12 weeks or 18 weeks. The Board has determined these time periods are reasonable considering the particular circumstances of ROHM, including the size of its business and the relationships with its various stakeholders such as shareholders, employees and local communities, as well as time for the Board to pursue alternatives in order to ensure that the corporate value and common interests of shareholders are enhanced, with reference to comparable precedents involving hostile takeover attempts in which it has taken several months or, in some cases, nearly a year to pursue alternatives and negotiate with, or otherwise defend against, the takeover bidder.

(3) Shareholder Vote. If a takeover proposal satisfies all the requirements set forth in the Plan, the Board will obtain following the review period a shareholder vote in order to ascertain the shareholders' will with respect to the issuance of the stock acquisition rights (the "Rights"). Such vote will occur by a written ballot or at a meeting similar to a general shareholders meeting (a shareholders' will confirmation meeting). If the Board determines the proposal is in ROHM's and its shareholders' best interests, however, there will be no need to for a shareholders vote.

(4) Issuance of the Rights. When a tender offer which would result in the acquisition of 15% or more of ROHM's voting shares is commenced or 15% or more of ROHM's voting shares are acquired, the Rights will be issued upon the resolution of the Board in either of the following circumstances: (i) the shareholders have approved the issuance of the Rights at a shareholder vote or (ii) the bidder has not followed the procedures required by the Plan. The chart attached hereto as [EXHIBIT 1] shows the steps for the final decision whether to issue the Rights in the event of emergence of a bidder who makes a takeover proposal.

(5) Condition to the Exercise of the Rights. The Rights may be exercised on or after the first date on which ROHM publicly announces that a bidder has become a holder of 15% or more of ROHM's voting shares. Any Rights beneficially held by such holder will not be exercisable.

4. Decision-Making Process in Adopting the Plan.

The Plan which is announced today was adopted by unanimous approval at a Board meeting, which was attended by all eight directors and all five corporate auditors of ROHM. All the corporate auditors of ROHM are outside auditors as provided in the Corporate Law of Japan.

The Board expects to review and, if appropriate, amend the Plan and the terms of the Rights from time to time on an ongoing basis in light of developments in applicable laws and regulations, including amendments of the tender offer rules, in order to keep in place the benefits intended by the adoption of the Plan.

ROHM, in formulating and adopting the Plan, has obtained advice from external experts, including Lazard Frères K.K. and Sullivan & Cromwell LLP.

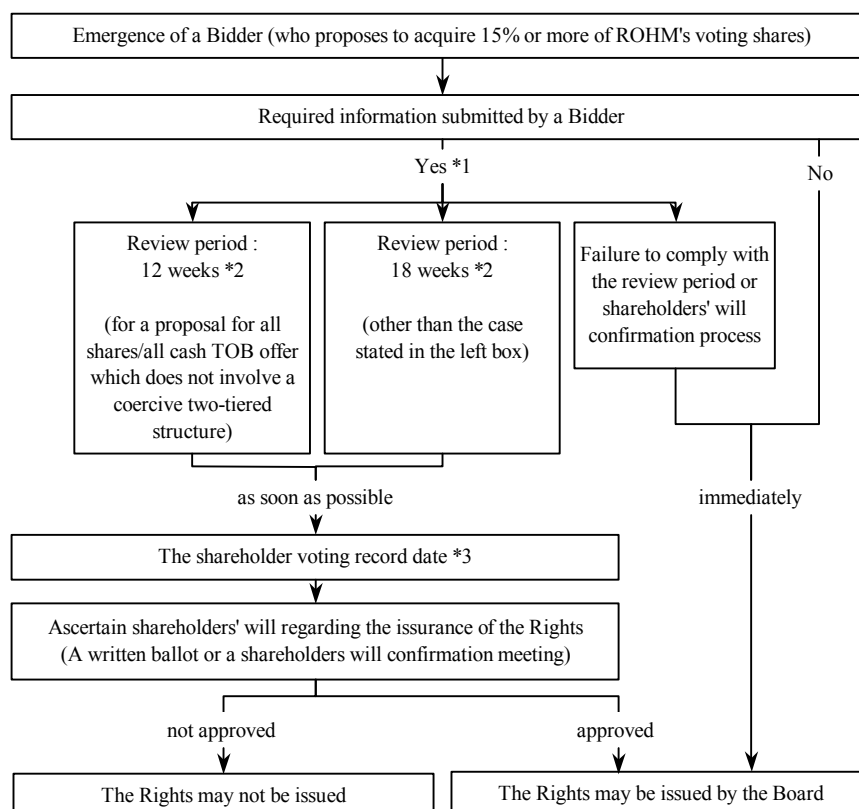
5. Reference Information.

Attached hereto as [EXHIBIT 3] is the stock information of ROHM as of March 31, 2006.

(For reference)

Applicable steps from Emergence of a Bidder to Decision to Issue the Rights

(This chart is intended only for the purpose of understanding of the Plan. Please refer to the text of the “Fair Rules for the Acquisition of Substantial Shareholdings (Takeover Defense Measure)” for more details.)



*1 If the Board, based on the required information submitted by the Bidder, determines that the Bidder’s proposal is in the best interests of ROHM and its shareholders, the shareholder vote will not be held, and no Rights will be issued.

*2 A review period will be extended for eight weeks if the Board receives an opinion from an investment bank which states that the offer price is inadequate from a financial perspective. In addition, if the Bidder has neither submitted the securities registration statement(s), the securities reports, the semi-annual securities reports and extraordinary reports (including any amendment of each of such statement(s) and reports), each prepared in Japanese, required to submit under the Securities and Exchange Law of Japan (including any law succeeding it) covering the past five years, nor published any documents corresponding thereto in Japanese covering the past five years (excluding any summary in Japanese of such documents which were available only in a foreign language), a review period will be extended for another four weeks.

*3 The shareholder voting record date will be publicly announced at least two weeks prior to the record date.

(For reference)

FAQ about “Fair Rules for the Acquisition of Substantial Shareholdings (Takeover Defense Measure)”

(This FAQ is intended only for the purpose of understanding of the Plan. Please refer to the text of the “Fair Rules for the Acquisition of Substantial Shareholdings (Takeover Defense Measure)” for more details.)

Q1. What is the basic policy of the takeover defense measure?

A1. First of all, ROHM believes that the best strategy in takeover defenses is maintaining a high stock price and gaining to the fullest extent the confidence of our shareholders through ongoing and comprehensive investor relations activities, as well as improving overall returns to shareholders.

ROHM also thinks that in the event that a takeover proposal is made, the ultimate decision as to whether or not to accept the proposal should be made by its shareholders at the time of the takeover proposal. The Board should not arbitrarily prevent the takeover to protect itself.

The Fair Rules for the Acquisition of Substantial Shareholding (Takeover Defense Measure), released today, enable shareholders of ROHM to make an informed judgment based on sufficient information and with a reasonable time period to consider the proposal. This measure is intended to obtain necessary information and provide a reasonable time period for the Board to pursue alternative measures or to negotiate with a bidder to improve the proposal and for the shareholders to make an informed decision, but not intended to prevent any and all takeover proposal.

Q2. What are the features of the Plan?

A2. The Plan is characterized by adoption at a time when no takeover proposal has been made or is expected and by the determination of shareholders' will at a later time when a takeover proposal is made.

The Plan embodies the basic policy that the shareholders at a time of the takeover proposal should decide as to whether to accept such proposal through a fair and highly transparent procedure to ascertain shareholders' will. It is designed to ensure that shareholders can make an informed judgment based on sufficient information and with a reasonable time period to consider the proposal, as well as to give the Board the opportunity to pursue alternatives to maximize corporate value and shareholders common interests.

This procedure to ascertain shareholders' will taken when a takeover proposal is made is a highly transparent system which is objective, detailed and set forth publicly in advance. Furthermore, it prohibits the Board from arbitrarily preventing or delaying the procedures.

Q3. Why is the threshold 15%?

A3. Rohm believes that 15% is the appropriate threshold to set to avoid the possibility of effective control being acquired without the remaining shareholders having a say in the matter.

Additionally, ROHM understands that in the U.S., which has a long history of rights plans, the 15% threshold is the most commonly used.

Q4. Please explain the basic concept that underlies the procedure to obtain required information.

A4. Details of required information are clearly and objectively defined in the Plan so that a bidder who makes a proposal can fully prepare in advance before it makes any proposal.

The required information is deemed sufficient unless it is not deficient on its face, so there is no room for undue discretion by the Board. Alternatively, the required information is deemed sufficient if legal counsel to the bidder submits an opinion with respect to the information submitted. Accordingly, the Board may not make any arbitrary decision as to whether it has received the required information, thereby unreasonably delaying the procedure.

Q5. Please explain the basic concept that underlies a review period.

A5. First of all, ROHM would like to make it clear that a review period is set so as to enable shareholders properly to make an informed judgment.

In light of various factors, including the size of ROHM, its businesses and global expansion, ROHM believes that it is necessary to have a reasonable time period for the Board to examine a takeover proposal, consult with outside advisers, pursue alternatives and negotiate in order to enable its shareholders to make an informed judgment. ROHM also understands, based on takeover precedents, that large companies generally require several months to almost a year for review and negotiation.

A review period begins on the date when all required information is submitted, and the Board, as mentioned in A4. above, is not allowed to arbitrarily delay commencement of a review period.

Q6. Have you considered establishing an independent committee or a third party committee to make a decision to implement a rights plan?

A6. Upon giving consideration to various factors such as ROHM's business and its size, ROHM reached the conclusion that a potential change of control should be determined directly by shareholders, the owners of ROHM, not a third party such as an independent committee. ROHM also believes that it is not appropriate to leave such a fundamental decision as a potential change of control to outside experts who are not elected by shareholders.

Q7. Did you consider obtaining approval at a shareholders' meeting to adopt the Plan?

A7. The essence of the Plan is to establish the structure to ascertain the shareholders' will with respect to an actual takeover proposal when it is made through a fair and highly transparent procedure. In this regard, the Board believes that, since it has been entrusted by the shareholders to manage the company, it is one of its important duties to establish such a structure.

Because there is constant change in the shareholders of a public company, shareholders at the time of adoption are inevitably different from those at the time of a takeover proposal, and the circumstances underlying the market and corporate management, as well as ROHM's business will have changed from time to time. ROHM believes that it is most desirable to have the shareholders with a direct interest at the time of a takeover proposal decide whether to accept such proposal when an actual proposal is made, rather than in the abstract. Approval of the shareholders at the time of the adoption does not reflect the will of the shareholders at the time when the Plan is to be implemented.

Q8. Was the fact that a majority of ROHM's shareholders are foreign shareholders of any significance in adopting the Plan?

A8. ROHM, a majority of whose shares are held by foreign shareholders, conducted a thorough study of takeover systems and their operation in other countries, especially in the U.S., where rights plans were originally invented.

In the U.S., although fewer companies have rights plans at the present time than a few years ago, no companies have committed not to adopt a rights plan in the future, as we understand. Because of the U.S. antitrust laws and various state statutes, it is impossible for hostile acquirers to acquire substantial blocks without advance disclosure, which permits U.S. issuers to then put a rights plan into place before the acquisition can occur. In the United Kingdom, rights plans are not commonly used, but the TOB rules, which are more stringent than those of Japan, effectively prohibit coercive takeovers.

In contrast, Japan has not fully developed a system which allows companies at the time of emergency to defend themselves against coercive takeovers and other acquisitions of substantial shareholdings which would impair corporate value and the common interests of shareholders. ROHM has therefore decided that, in order to prevent corporate control from being accumulated without the shareholders having a say, it is necessary to adopt a highly transparent rule at a time when there is no takeover proposal made against it in order to prevent coercive takeovers and protect corporate value and the common interests of shareholders.

-End-

(For reference)
Stock Information (as of March 31, 2006)

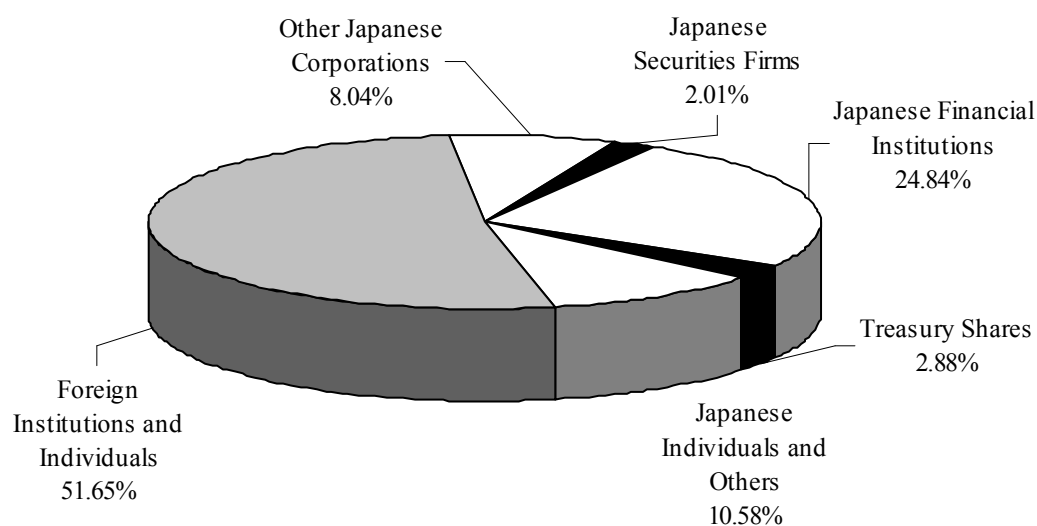
■ Total number of shares authorized to be issued	300,000,000
■ Total number of shares issued	118,801,388
■ Total number of shareholders	27,099
■ Major shareholders	(Shares in thousands)

Name	Number of shares held	Percentage of shares held
The Chase Manhattan Bank, N.A. LONDON	8,715	7.55
Rohm Music Foundation	8,000	6.93
The Master Trust Bank of Japan, Ltd.	7,917	6.86
Japan Trustee Service Bank Ltd.	7,597	6.58
State Street Bank & Trust Company	4,280	3.71
State Street Bank & Trust Company 505103	3,985	3.45
Bank of Kyoto Ltd.	2,606	2.26
Kenichiro Sato	2,405	2.08
Mellon Bank, N.A. as agent for its client Mellon Omnibus US Pension	1,950	1.69
Investors Bank and Trust Company	1,936	1.67

(Notes) 1. The number of shares held and the percentage of shares held are rounded down to the nearest thousand and to two decimal places, respectively.

2. ROHM holds 3,417 thousand treasury shares, which are excluded from the table above.

■ Ownership and distribution of shares



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FAIR RULES FOR THE ACQUISITION OF SUBSTANTIAL SHAREHOLDINGS

(TAKEOVER DEFENSE MEASURE)

OF

ROHM CO., LTD.

Enforced on May 11, 2006

1. Purpose of Fair Rules for the Acquisition of Substantial Shareholdings (Takeover Defense Measure).

These Fair Rules for the Acquisition of Substantial Shareholdings (Takeover Defense Measure) (the “Plan”) are adopted by ROHM CO., LTD. (the “Company”) in accordance with, among other things, applicable statutory provisions, the relevant rules concerning the adoption of takeover defenses by Tokyo Stock Exchange, Inc. and Osaka Securities Exchange Co., Ltd., and the “Guidelines Regarding Takeover Defense for the Purposes of Protection and Enhancement of Corporate Value and Shareholders’ Common Interests”, promulgated by the Ministry of Economy, Trade and Industry and the Ministry of Justice, and upon giving full consideration to the rulings of Japanese courts concerning takeover defenses.

In the event that a takeover proposal is made, the ultimate decision as to whether or not to accept the proposal should be made by the shareholders of the Company at the time of the takeover proposal. Furthermore, when a takeover proposal is made, in order to preserve and enhance corporate value and the common interests of shareholders it is necessary to create an environment in which the shareholders of the Company can make an informed judgment based on sufficient information and with a reasonable time period to consider the proposal.

In light of the above, the Company has adopted the Plan, which sets forth a clear path that a bidder can follow to commence a takeover proposal. The Plan is designed to enable the shareholders at the time of the takeover proposal to make an informed judgment as to whether to accept such proposal in accordance with a fair and highly transparent procedure to ascertain the shareholders’ will by requiring a bidder to provide the Board with sufficient information and a reasonable time period to permit the Board to consider the takeover proposal and pursue alternatives.

Accordingly, the Rights (as defined in Section 5(1)) will be issued only in the cases where specified in Section 5(1).

2. Definition of an Acquiring Person.

As used in this Plan, “Acquiring Person” shall mean any person who is the holder of 15% or more of the Voting Rights Ratio¹ of the Shares, Etc.² of the Company, and shall include Special

¹ “Voting Rights Ratio” shall mean, as the case may be, either (a) the “Shareholding Ratio” (as defined in Article 27-23(4) of the Securities and Exchange Law) with respect to the holder (including those deemed to be holders pursuant to Article 27-23(3) of the Securities and Exchange Law) and the Co-Holder (as defined in footnote 4 below) of the Shares, Etc. of the Company (as provided in Article 27-23(1) of the Securities and Exchange Law), or (b) the aggregate of (x) the “Shareholding Ratio” (as defined in Article 27-2(8)(i) of the Securities and Exchange Law) applied to a bidder of a Tender Offer and (y) the “Shareholding Ratio” (as defined in Article 27-2(8)(ii) of the Securities and Exchange Law) applied to the Special Related Party (as defined in footnote 3 below) of the Company’s Shares, Etc. (as provided in Article 27-2(1) of the Securities and Exchange Law). In the calculation of each Shareholding Ratio, the Company shall refer to the total number of voting rights (as provided in Article 27-2(8) of the Securities and Exchange Law) and the
(continued . . .)

Related Parties³ and Co-Holders⁴ of the Acquiring Person; provided, however, that the term “Acquiring Person” shall not include:

(i) Any person who is the holder of 15% or more of the Voting Rights Ratio of the Shares, Etc. of the Company on May 11, 2006 when this Plan is first adopted, or who becomes the holder of 15% or more of the Voting Rights Ratio of the Shares, Etc. of the Company as a result of the acquisition of its own stock by the Company and/or the exercise of Rights by such person (or receipt of Shares, Etc. upon the compulsory acquisition of Rights by the Company) in accordance with the terms of the Plan until such time hereafter or thereafter as such person becomes the holder (other than by means of a stock dividend, stock split, exercise of Rights by such person or compulsory acquisition of Rights by the Company) of any additional Shares, Etc.;

(ii) Any person who is the holder of 15% or more of the Voting Rights Ratio of the Shares, Etc. of the Company but who became such holder without the aim of controlling or influencing the business activities of the Company, if such person promptly divests, or promptly enters into an agreement with, and satisfactory to, the Company, in its sole discretion, to divest (without exercising or retaining any power, including voting power, with respect to such shares) sufficient Shares, Etc., and thereafter divests such shares so that such person ceases to be the holder of 15% or more of the Voting Rights Ratio; or

(iii) The Company, any subsidiary of the Company and any employee stock ownership or other employee benefit plan of the Company or a subsidiary of the Company (or any entity or trustee holding Shares, Etc. for or pursuant to the terms of any such plan or for the purpose of funding any such employee stock ownership or other employee benefit plan of the Company or of any subsidiary of the Company).

3. Requirement for a Qualifying Offer.

In order to be considered by the shareholders, any proposal by a person (a “Bidder”) which, if consummated, would result in the creation of an Acquiring Person, must be a Qualifying Offer.

total number of issued shares (as provided in Article 27-23(4) of the Securities and Exchange Law) most recently disclosed by the Company. Following the promulgation of any laws and regulations succeeding the Securities and Exchange Law and its related cabinet orders, cabinet ordinances and ministerial ordinances, each provision of the Securities and Exchange Law and its related regulations cited herein shall refer to the provision corresponding thereto in such succeeding laws and regulations, unless otherwise determined by the Board.

² “Shares, Etc.” is as defined in Article 27-23(1) or Article 27-2(1) of the Securities and Exchange Law.

³ “Special Related Party” is as defined in Article 27-2(7) of the Securities and Exchange Law, excluding such persons as set forth in Article 3(1) of the Cabinet Ordinance Regarding Disclosures in a Tender Offer by Third Parties.

⁴ “Co-Holders” is as defined in Article 27-23(5) of Securities and Exchange Law, including those deemed as Co-Holders pursuant to Article 27-23(6) of the Securities and Exchange Law.

A “Qualifying Offer” is a binding offer to acquire Shares, Etc. in a Tender Offer⁵ or any other transaction which provides all shareholders an equal opportunity to participate, which binding offer shall not be subject to any conditions that could not be conditions to a Tender Offer, whether or not the proposal contemplates the making of a Tender Offer, and satisfies all the following requirements:

(i) As to such offer, the Required Information (as listed in Exhibit A attached hereto) has been provided to the Board, (A) which information is not on its face deficient or materially inaccurate in light of information publicly available at the time; or (B) (x) as to which information outside counsel to the Bidder of international reputation has provided a written opinion to the Board that the Required Information contains no untrue statement of a material fact or omission of any material fact or any fact necessary to make the Required Information, in light of the circumstances under which it is provided, not misleading (the “Required Information Opinion”) and (y) if there is a regulatory condition to the transaction described in such offer, such outside counsel to the Bidder has advised the Board in writing that the Bidder has provided the Company with all material information to determine the likelihood of regulatory approval or any divestitures that may be required (the “Regulatory Opinion”); and

(ii) The Bidder shall not commence such offer, acquire Shares, Etc. or enter into a binding agreement to acquire Shares, Etc. pursuant to its proposal until after a “Shareholders Vote” (as defined in Section 4(2)) is held at which the shareholders do not approve issuance of the Rights.

4. Shareholders Vote.

If a Qualifying Offer is proposed, a Shareholders Vote shall be held as follows:

(1) **Review Period.** When the Board has received (x) all of the Required Information or (y) the Required Information Opinion and, if applicable, the Regulatory Opinion, the Company shall promptly make a public announcement to such effect (the day on which the Board has received all of the Required Information shall be referred to as the “Review Period Commencement Date”). The Board, unless it determines that the proposal set forth in the Required Information is in the best interests of the Company and its shareholders, shall set a record date for the Shareholders Vote (the “Shareholder Voting Record Date”), which shall be publicly announced at least two weeks in advance. The Shareholder Voting Record Date is effective for three months. The Shareholder Voting Record Date shall be the earliest possible day in light of applicable law relating to setting a record date and the requirements of Japan Securities Depository Center, Inc. (“JASDEC”) concerning the forwarding of information regarding owners of Shares, Etc. registered in JASDEC’s book-entry system, following the applicable period set forth in (i) through (iii) below:

(i) In the event that the proposal is a Qualifying Offer that is a Tender Offer for all Shares, Etc. for cash and does not involve a two-tiered structure (a takeover which coerces shareholders into accepting a higher priced front-end tender offer by setting unfavorable terms or not specifically indicating terms for the back-end of the transaction for any shareholders who do not accept the front-end tender offer), the time period shall be 12 weeks starting on the Review Period Commencement Date.

⁵ “Tender Offer” is defined in Article 27-3(1) of the Securities and Exchange Law.

(ii) For any proposal other than the proposal described in (i) above, the time period shall be 18 weeks starting on the Review Period Commencement Date.

(iii) Notwithstanding the foregoing (i) and (ii),

(A) In the event the Board has received an opinion with respect to such Qualifying Offer from an internationally recognized investment banking firm which states that the offer price is inadequate from a financial point of view, the time period provided in (i) or (ii) above, as the case may be, shall be extended for an additional eight weeks; and

(B) If the Bidder has neither submitted the securities registration statement(s), the securities reports, the semi-annual securities reports and extraordinary reports (including any amendment of each of such statement(s) and reports), each prepared in Japanese, required to submit under the Securities and Exchange Law of Japan (Law No. 25 of 1948, as amended) (including any law succeeding the Securities and Exchange Law of Japan) covering the past five years, nor published any documents corresponding thereto in Japanese covering the past five years (excluding any summary in Japanese of such documents which were available only in a foreign language), the time period provided in (i) or (ii) above, as the case may be, and as extended in accordance with (iii)(A) above, as applicable, shall be extended for an additional four weeks.

(2) Shareholders Vote. A “Shareholders Vote” shall mean the Company’s shareholders’ voting by either a Written Ballot (as defined below) or at a meeting held to confirm shareholders’ will in relation to the implementation of the Rights (a “Shareholders Will Confirmation Meeting”). A Shareholders Will Confirmation Meeting may be held in conjunction with an ordinary general shareholders meeting or at an extraordinary general shareholders meeting. The Board shall, on or before the Shareholder Voting Record Date, determine which method to use to obtain a Shareholders Vote, including the form of voting instruction. In case of a Written Ballot, the required vote shall be the affirmative vote of a majority of the shares with voting rights voting, with at least one-third of the Shares, Etc. being required to vote. In the case of a Shareholders Will Confirmation Meeting, there shall be a requirement for a quorum of one-third of the Shares, Etc. and the required vote shall be the affirmative vote of a majority of the shares with voting rights of the shareholders present.

The shareholders registered or recorded in the latest register of shareholders of the Company or the latest register of shareholders from JASDEC as of the Shareholders Voting Record Date determined by the Board in accordance with (1) above shall have one right to vote by the Written Ballot or at a Shareholders Will Confirmation Meeting per voting right attached to their Shares, Etc. granted under applicable laws and the Company’s Articles of Incorporation.

“Written Ballot” shall mean a written ballot of the shareholders of the Company, for which the Board shall dispatch the shareholders entitled to vote thereon a voting form that shall state, or enclose a form stating, the matters to be voted on and by what date (the “Voting Date”) the voting form shall be returned to the Company. The Board shall dispatch such voting form at least three weeks prior to the Voting Date.

The provisions for the convocation of and the exercise of voting rights at an ordinary general shareholders meeting and an extraordinary general shareholders meeting under the applicable laws and the Company’s Articles of Incorporation shall apply *mutatis mutandis* to the convocation of and the exercise of voting rights at a Shareholders Will Confirmation Meeting.

A Shareholders Vote in which a majority of the shares voted are cast in favor of the implementation of the Rights being allowed to proceed pursuant to the Plan shall constitute “Shareholder Approval for the Implementation of the Rights”.

The Board may, in order to preserve corporate value and the common interests of the shareholders, recommend that the shareholders vote in favor of the implementation of the Rights.

In the event that the Board commenced the process for the Shareholders Vote based on a determination that a specific proposal constitutes a Qualifying Offer, if, prior to the completion of the Shareholders Vote, such proposal is subsequently determined not to be a Qualifying Offer, the Board may at any time terminate such process for the Shareholders Vote and implement the Rights in accordance with the provisions of Section 5(1).

(3) Amendments to Qualifying Offer. If, following delivery of the Required Information, Bidder shall in any material manner amend its proposal described in the Required Information (the “Proposal”) in a manner that the Board, after consultation with an internationally recognized investment banking firm, determines is less favorable to the Company and the common interest of the shareholders, the Board shall terminate any process underway with respect to obtaining a Shareholders Vote and shall consider such amended proposal as a new proposal under the terms of this Plan. If, following delivery of the Required Information, Bidder shall in any material manner amend the Proposal in a manner that the Board, after consultation with an internationally recognized investment banking firm, determines is not less than favorable to the Company and the common interest of the shareholders (the “Improved Proposal”), the Board shall, to the extent practicable in light of the current status of the process contemplated by this Plan, submit the Improved Proposal to the shareholders in accordance with the currently applicable time periods under this Plan. In order to be assured of a timely submission of an Improved Proposal, all Required Information with respect to such Improved Proposal must be submitted no later than two weeks before any Shareholder Voting Record Date; to the extent any proposal is submitted after such date or it is not otherwise practicable to submit the Improved Proposal to the shareholders in accordance with the currently applicable time period, the proposal shall be considered a new proposal under the terms of this Plan unless the Board otherwise determines in its sole discretion. In any event, the Shareholders Vote shall be held within the period in which the Shareholder Voting Record Date is effective and the Board may extend the date of the Shareholders Vote already determined to any date within period.

5. Implementation of Plan (Issuance of Rights).

(1) If the events set forth in (i) or (ii) below occur, the Board will promptly pass a resolution to implement the Rights and will set a record date (the “Allotment Date”) to determine those shareholders who are allotted the stock acquisition rights described herein (the “Rights”):

(i) A Tender Offer which, if consummated, would result in the creation of an Acquiring Person, is commenced, unless (A) the Tender Offer is commenced promptly following the Shareholders Vote at which there is not received Shareholder Approval for the Implementation of the Rights and the Tender Offer is made pursuant to the terms of the Proposal considered by the shareholders at the Shareholders Vote, or (B) the Tender Offer is commenced promptly after the Board has determined that the Proposal set forth in the Required Information is in the best interests of the Company and its shareholders and the Tender Offer is made pursuant to the terms of the Proposal considered by the Board; or

(ii) A “Stock Acquisition Date” occurs, other than in the case (A) where the Stock Acquisition Date occurs promptly following the Shareholders Vote at which there is not received Shareholder Approval for the Implementation of the Rights and the Stock Acquisition Date occurs on the terms of the Proposal considered by the shareholders at the Shareholders Vote, or (B) where the Stock Acquisition Date occurs promptly after the Board has determined that the Proposal set forth in the Required Information is in the best interests of the Company and its shareholders and the Stock Acquisition Date occurs on the terms of the Proposal considered by the Board. A

“Stock Acquisition Date” shall mean the first date on which there shall be a public announcement by the Company (by any means) that a person has become an Acquiring Person.

The Company will allot Rights without the application by the shareholders.

In the event that the relevant tender offer period is extended, the Allotment Date may be changed in the sole determination of the Board to the extent permitted under applicable law. If the Allotment Date is set as a result of the commencement of a Tender Offer and the Tender Offer is terminated or expires without the acquisition of Shares, Etc. prior to the issuance of the Rights, the Company shall not issue the Rights unless otherwise required under applicable law.

(2) **Terms of Rights.** Subject to the terms of the Plan, the Board may allot the Rights any number of times. The terms of the Rights are as follows:

(i) **Shareholders to Whom Rights Are Allotted.** The shareholders of the Company registered or recorded in the latest register of shareholders of the Company or the latest register of shareholders from JASDEC as of the Allotment Date will have the right to be allotted one Right for each share of common stock of the Company (the “Common Stock”) held of record as of the Allotment Date (except for the Common Stock held by the Company).

(ii) **Shares to be Issued upon Exercise of Rights.** Each Right will entitle the holder thereof to receive, upon payment of the exercise price (if applicable) as set forth in (v) below, one share of Common Stock or such lesser or greater percentage of a share of Common Stock as the Board shall determine, taking into consideration the authorized shares available, at the time the Board passes a resolution to implement the Rights.

(iii) **Total Number of Rights.** The maximum number of Rights will be the same as the total number of outstanding shares of Common Stock as at the close of the Allotment Date (excluding the number of shares of Common Stock then held by the Company).

(iv) **Issuance Price of Rights.** The Rights shall be issued for no consideration.

(v) **Exercise Price of Rights.** The exercise price of the Rights shall be one (1) Japanese Yen per share of Common Stock to be issued upon the exercise.

(vi) **Exercise Period of Rights.** The exercise period of the Rights shall be a period determined by the Board at the time of the resolution for the issuance of the Rights which shall be no more than two months.

(vii) **Conditions of Exercise of Rights.** The Rights are exercisable subject to the conditions set forth in (3) below.

(viii) **Non-transferability of Rights.** The Rights will be transferable only with the approval of the Board.

(ix) **Acquisition of Rights.** The Company may acquire for no consideration any Rights then outstanding in the event (A) that the Plan is terminated in accordance with the provisions of Section 6, or (B) that the Board, in its discretion and at any time before the Stock Acquisition Date occurs, deems it appropriate to acquire the Rights as of a certain date. The Company may also compulsorily acquire the Rights issued in the manner set forth in (x) below in exchange for Shares, Etc. or other assets.

(x) **Compulsory Acquisition.** The Company may (A) issue Rights which, if exercisable under this Plan, may be compulsorily acquired by the Company in exchange for Shares, Etc., and (B) taking into consideration the number of authorized shares available, issue stock acquisition rights, in lieu of or in addition to the Rights, which can be acquired by the Company in exchange for assets other than Shares, Etc.

(3) **Exercise of Rights.** The Rights are exercisable (or if the Rights have a provision under which they may be compulsorily acquired by the Company in exchange for the Shares, Etc. or other assets, then exchangeable) only to the extent that the Stock Acquisition Date has occurred. Notwithstanding the foregoing, any Rights that are beneficially owned by an Acquiring Person may not be exercised (or if the Rights have a provision under which they may be compulsorily acquired by the Company in exchange for the Shares, Etc. or other assets, then may not be exchanged) under any provision of this Plan. As a condition to exercising the Rights (or, if the Board so determines, as a part of any compulsory acquisition of the Rights, to the extent permitted by law), the Company shall be entitled to require the holder of the Rights to certify that such holder is not an Acquiring Person and does not hold the Rights on behalf of an Acquiring Person and to provide such additional evidence as the Company shall reasonably request, and in the absence of such certification and evidence, then the Company shall be entitled conclusively to deem the beneficial owner thereof to be an Acquiring Person and accordingly will deem such Rights to be not exercisable.

In the event that a holder of the Rights agrees to transfer the Common Stock to be issued upon the exercise of the Rights to an Acquiring Person, the Company shall be entitled conclusively to deem the Rights to be beneficially owned by the Acquiring Person. In the event that a shareholder to whom the Rights have been allotted has transferred or agreed to transfer his or her shares of Common Stock held as of the Allotment Date to an Acquiring Person, the Company shall be entitled conclusively to deem such shareholder to have agreed to transfer to the Acquiring Person the Common Stock to be issued upon the exercise of the Rights.

Any Rights which are attempted to be transferred in violation of this Plan may not be exercised.

(4) **Compulsory Acquisition (Exchange) of Rights.** If the Company issues the Rights that may be compulsorily acquired in exchange of Shares, Etc. or other assets upon the occurrence of such date as determined by the Board (the "Exchange Date"), the Company may, as of the Exchange Date or such other date on which the acquisition shall take effect in accordance with applicable law, acquire the Rights which the Company has, prior to the Exchange Date, determined are exercisable pursuant to Section 5(3) and which have not been exercised prior to the Exchange Date. If the Company issues the Rights that may be compulsorily acquired in exchange of Common Stock, the number of shares of Common Stock to be delivered upon exchange shall be the same as the number of Common Stock to be delivered upon exercise of such Rights.

(5) **Other Matters.** Any matters required under the laws for the issuance of the Rights not otherwise contained herein shall be determined by the Board.

6. **Supplements, Amendments, Review and Termination.**

(1) **Termination of the Plan.** The Plan shall be terminated at the time which is the earliest of (i) immediately prior to the purchase the Shares, Etc. pursuant to a Qualifying Offer as a result of which a majority of Shares, Etc. are acquired, in response to which the implementation of the Rights has been rejected by the Shareholders Vote, (ii) the termination of this Plan by the Board under Section 6(2), and (iii) the sixth anniversary of the date of this Plan, unless extended by action of the Board (in which case the Plan shall expire at the time to which it has been so extended).

Upon termination of this Plan, the Company shall as promptly as possible announce such termination; provided, however, that the Company shall not be required to give any notice to individual shareholders in connection therewith.

(2) Supplements, Amendments, Review and Termination of the Plan by the Board. The Company may from time to time supplement or amend this Plan by a resolution of the Board without the approval of any holders of Rights or Shares, Etc. (i) prior to the Stock Acquisition Date, in any respect, including, without limitation, as result of any legislative, judicial or regulatory developments, and (ii) after the Stock Acquisition Date, to make any changes that the Company may deem necessary or desirable, including, without limitation, as result of any legislative, judicial or regulatory developments, and which shall not materially adversely affect the interests of the holders of Rights generally or in order to cure any ambiguity or to correct or supplement any provision contained herein which may be inconsistent with any other provisions herein or otherwise defective. The Company may terminate this Plan at any time by a resolution of the Board prior to the Stock Acquisition Date. No later than the third anniversary of the date hereof, the Board shall review this Plan, in light of circumstances then existing. If the Company supplements, amends, reviews or terminates this Plan under this Section 6(2), the Company shall as promptly as possible announce such supplements, amendments, review or termination; provided, however, that the Company shall not be required to give any notice to individual shareholders in connection therewith.

7. Notices.

Notices or demands authorized or required by this Plan to be given or made by any Rights to or on the Company shall be sufficiently given or made if delivered or sent by mail, postage prepaid, addressed (until another address is filed in writing with the Company) as follows:

Name: ROHM CO., LTD.
Address: 21, Saiin Mizosaki-cho, Ukyo-ku, Kyoto 615-8585, Japan
Attention: Public Relations and Investor Relations Department

Notices or demands authorized or required by this Plan to be given or made by the Company to or on the holder of any Rights shall be sufficiently given or made if delivered or sent by mail, postage prepaid, addressed to such holder at the address of such holder as it appears upon the registry books of stock acquisition rights of the Company. Any notice which is mailed in the manner herein provided shall be deemed given, whether or not the holder receives the notice.

8. Suspension of Exercisability.

Notwithstanding Section 5, to the extent that the Company determines in good faith that some action will or need be taken to comply with law (which, for the purpose of this Section, includes any foreign law), the Company may, to the extent permitted by law, suspend the exercise of the Rights for a reasonable period in order to take such action or comply with such laws. In such case, the Company will as promptly as practicably possible make an announcement that an exercise of Rights has been suspended. The Company shall not be required to give any notice to the holders of the Rights or any other parties in connection with such suspension, unless otherwise required by applicable law.

9. GOVERNING LAW.

THIS PLAN AND THE RIGHTS ISSUED HEREUNDER SHALL FOR ALL PURPOSES BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF JAPAN.

10. Impact on Shareholders.

(1) Impact on the Shareholders upon the Adoption of this Plan. Since the Company is not issuing Rights at the time of the adoption of this Plan, this Plan will have no particular, direct impact on the rights and interests of the shareholders.

(2) Impact on the Shareholders upon the Issuance of the Rights. One Right will be allotted for no consideration to a holder of one share of Common Stock registered or recorded in the latest register of shareholders of the Company or the latest register of shareholders from JASDEC as of the Allotment Date determined by the Board at the time of the issuance of the Rights. If a shareholder fails to pay the exercise price (one (1) Japanese Yen per share of Common Stock to be issued upon the exercise) or otherwise follow the procedure required for the exercise of his or her Rights during the exercise period (except where the Company issues the Rights which may be compulsorily acquired by the Company in exchange for the Company's shares or other assets, and acquires the Rights in accordance with their terms), such shareholder's ownership will be diluted due to the exercise of the Rights by other shareholders.

(3) Termination of the Process to Issue the Rights or Acquisition of the Rights for No Consideration. In the event that after the Board has passed a resolution to issue the Rights, the Bidder fails to acquire 15% or more of the Voting Rights Ratio of the Shares, Etc. by withdrawing the tender offer or for any reason whatsoever, the Company may terminate the process underway to issue the Rights or acquire for no consideration the Rights that have been issued. Such event could result in a fluctuation in the market price of the Shares, Etc.

(4) Procedures to be Followed by the Shareholders.

(i) Registration of Transfer of the Shares. In the event that the Board has determined to issue the Rights, the Company will publicly announce the Allotment Date. Since the shareholders registered or recorded in the latest register of shareholders of the Company or the latest register of shareholders from JASDEC as of the Allotment Date will be granted the Rights without the application by the shareholders, the shareholders will not be entitled to the Rights, unless they are the holder of record in the register of shareholders of the Company by the Allotment Date, except for the shares deposited with JASDEC.

(ii) Procedure for Application for the Rights. No application for the Rights will be necessary. A shareholder registered or recorded in the latest register of shareholders of the Company or the latest register of shareholders from JASDEC as of the Allotment Date shall automatically become a holder of Rights as of the effective date of the allotment.

(iii) Procedure for Exercise of the Rights. The Company will send to each shareholder registered or recorded in the latest register of shareholders of the Company or the latest register of shareholders from JASDEC as of the Allotment Date a form for exercise of the Rights which includes a certification to be verified by the shareholder that he or she is not, or does not hold the Rights on behalf of, an Acquiring Person, along with such other documents as necessary for the exercise of the Rights. Once the Rights have been issued, a shareholder may receive a share of Common Stock (or such lesser or greater percentage of a share of Common Stock as the Board shall determine) for each Right upon submitting such documents and paying one (1) Japanese Yen per share of Common Stock to be paid to the payment handling agent during the exercise period; provided, however, that in the event that the Company issues the Rights which may be compulsorily acquired in exchange for the Company's shares or other assets, the holders of such Rights will,

upon the Company taking the necessary actions, receive the Company's shares or such other assets in exchange of the Rights without paying the exercise price (in such case, holders of the Rights may be required to submit a form designated by the Company which certifies that he or she is not, or does not hold the Rights on behalf of, an Acquiring Person).

For details of the procedures for registration of transfer of shares or payment of the exercise price, the shareholders will be required to refer to the public announcement or notice to shareholders when the Board has determined to issue the Rights.

In order to deliver Required Information under Fair Rules for the Acquisition of Substantial Shareholdings (Takeover Defense Measure) of ROHM CO., LTD. (the “Plan”) to the Board, the following written information must be provided in Japanese, to the attention of Public Relations and Investor Relations Department, ROHM CO., LTD., at 21, Saiin Mizosaki-cho, Ukyo-ku, Kyoto 615-8585, Japan. Capitalized terms not defined herein have the meaning set forth in the Plan.

1. Identity

Provide the name, business address and business telephone number of each Bidder, any person directly or indirectly controlling each Bidder including the ultimate controlling person (the “Ultimate Parent”) as well as all Co-Holders and Special Related Parties of each Bidder and the Ultimate Parent, directors and officers of each Bidder and of the Ultimate Parent and each person acting in concert with any Bidder or Ultimate Parent in respect of the offer (collectively, “Disclosing Persons”). Describe the relationship between each Disclosing Person and each Bidder.

For Disclosing Persons which are natural persons, provide such persons’ principal occupation or employment for the past five years through the present, including the principal business and address of any corporation or other organization (“Entity”) in which the occupation or employment is or was conducted, giving the applicable starting and ending dates for each employment, and the age and citizenship of such persons.

Disclosing Persons which are Entities should provide the principal business of such Entity and the jurisdiction of organization and audited consolidated financial statements (however, the most recent financial statements may be unaudited, if not audited at that time) and non-consolidated financial statements, both covering the past five years (or if five years have not been passed since its incorporation, then covering the period from the incorporation), and if such Entity is under statutory obligation to file an annual securities report in Japan, registration statement(s), the annual securities report, semi-annual securities reports and extraordinary reports, and any amendment thereto, filed in the past five years (if five years have not been passed since it became subject to such obligation, then in the period since it became subject to such obligation).

All Disclosing Persons should disclose if they have been (i) convicted in a criminal proceeding in the past ten years (excluding traffic violations or similar misdemeanors), and if so, the crime committed, the penalty (or other disposition) imposed, and the court involved or (ii) a party to a judicial or administrative proceeding in the past ten years that resulted in, or where the relief sought is, a judgment, decree or final order finding such person in violation of, or enjoining future violations or prohibiting activities related to, the Securities and Exchange Law (Law No. 25 of 1948, as amended), the Commercial Code (Law No. 48 of 1899, as amended), the Corporate Law (Law No. 86 of 2005), the Act Concerning Prohibition of Private Monopolization and Maintenance of Fair Trade (Law No. 54 of 1947, as amended) or environmental laws, or laws of any jurisdiction that are counterparts of the foregoing, or of any other litigation which would reasonably be likely to be material to a decision by the Company’s shareholders, and shall disclose the terms of any such judgment, decree or order. Describe the nature of any material pending litigation or other legal proceedings in or outside Japan in which any Disclosing Person is currently involved.

2. Interest in Securities

Disclose all securities of the Company held by the Disclosing Persons, all transactions involving securities of the Company by any Disclosing Person in the last 180 days (including nature of transaction, price, where and how the transaction occurred, and, if known, the other party to the transaction), and all agreements, arrangements and understandings of any Disclosing Person with

any other person, whether or not in writing and whether or not legally enforceable, relating to any securities of the Company.

3. Terms of the Proposal

Provide the terms of the Tender Offer or other proposal made or proposed to be made by the Disclosing Persons, including the method of the acquisition, the total number and class of securities sought, the amount and nature of the consideration to be offered, the contemplated expiration date, whether the Tender Offer may be extended, any withdrawal or amendment rights to be provided, the conditions to the Tender Offer or other transaction, any provisions regarding the pro rata acceptance of securities if the Tender Offer is to be for less than all shares, whether a two-tiered structure is contemplated, if so, the terms of such two-tiered structure, and the tax consequences of the Tender Offer or other transaction.

4. Purpose of the Transaction; Plans for the Company

State the purpose of, and provide a description of, the transaction, any plans, proposals or negotiations that the Bidder contemplates to conduct or execute after or concurrently with the acquisition and would result in any of the following transactions: a share transfer, transfer of business, merger, demerger, stock-for-stock exchange or stock-for-stock transfer, a sale or transfer of material assets (including intellectual property rights), a reorganization or liquidation or any other extraordinary transaction or action, any change in present dividend rate or policy, indebtedness or capitalization, any change in the present management of the Company, any material change in the Company's corporate structure, business, relations with employees (including hiring, transferring or dismissing of employees), the Company's business plans, or relations with the Company's business partners, customers, affiliates, local communities or any other interested parties, the acquisition or disposition of securities of the Company, any delisting of the Common Stock from any stock exchange, or any changes in the Company's constituent documents.

5. Source of Funds

State the specific sources and total amount of funds to be used in the Tender Offer or other acquisition of the Shares, Etc. of the Company, including the material terms and conditions of any financing (including, without limitation, the identity of parties, term, collateral, and stated and effective interest rates) and any plans to repay such financing.

6. Arrangements with the Company

Describe any present or proposed material agreement, arrangement or understanding between the Disclosing Persons and the Company or any of its management or affiliates.

7. Regulatory Approvals

Describe in detail any applicable regulatory requirements which must be complied under laws or regulations of Japan or any other jurisdiction or approvals which must be obtained from Japanese or foreign regulatory entities under antitrust laws or any other laws or regulations or from any third parties. Provide in detail any information regarding compliance with the applicable regulatory requirements or regarding the likelihood of approval.