

EXECUTION COPY

MANDATE LETTER

STRICTLY CONFIDENTIAL

November 23, 2009

Spansion Inc.
915 DeGuigne Drive
Sunnyvale, CA 94088

This letter (this "Mandate Letter") confirms the terms and conditions under which Barclays Capital Inc. (together with its applicable affiliates, "Barclays Capital") is mandated by Spansion Inc. (the "Company") to act as sole lead underwriter, sole lead initial purchaser, sole bookrunner, administrative agent and sole lead arranger and as the sole entity to provide the services and receive fees for services customarily provided by an entity in such role (as applicable) (the "Bookrunner") in connection with any debt financing raised by the Company or any of its affiliates (the "Debt Financing").

1. Mandate; Use of Affiliates; Termination.

(a) Mandate. On terms and conditions set forth in this Mandate Letter, the Company mandates Barclays Capital to arrange approximately [REDACTED] million of Debt Financing on terms to be agreed upon between the Company and Barclays Capital.

The Company exclusively mandates that, until the termination of this Mandate Letter as provided herein, no other financial institution, independent financial consultant, broker, advisor, or similar party will be authorized or be retained by the Company or any of its affiliates to perform any services similar to those proposed by Barclays Capital hereunder, other than those approved in writing by Barclays Capital (such approval not to be unreasonably withheld). The Company agrees that if other institutions are engaged by the Company in connection with the Debt Financing, Barclays Capital will [REDACTED] and (ii) have "left" placement in any and all marketing materials and other documentation used in connection with the Debt Financing.

(b) Use of Affiliates. Barclays Capital reserves the right to employ, without the consent of the Company, the services of its affiliates in providing the services contemplated by this Mandate Letter and to allocate, in whole or in part, to such affiliates the fees payable to Barclays Capital in such manner as Barclays Capital and its affiliates may deem appropriate.

(c) Termination. This Mandate Letter may be terminated at any time by any party hereto by delivery of notice to the other parties hereto; provided that the Company may not terminate this Mandate Letter on or before the date that is [REDACTED] months from the date hereof.

2. Remuneration, Expenses and Indemnification

(a) Fees. In consideration of the significant work already performed to date and the work that Barclays Capital may continue to perform in advance of the launch of syndication and execution of the Debt Financing, the Company agrees to pay **[REDACTED]**.

(b) Expenses. In addition to any fees that may be payable to Barclays Capital under this Mandate Letter or otherwise in connection with its engagement hereunder, the Company agrees to reimburse Barclays Capital and its affiliates on request (whether or not the services contemplated by this Mandate Letter are completed or closed, and including, without limitation, all reasonable out of pocket expenses incurred prior to the date hereof) for (i) all reasonable out-of-pocket expenses incurred by Barclays Capital and its affiliates in connection with the matters referred to herein, including, without limitation, travel and accommodation, and (ii) the reasonable fees and costs of Barclays Capital's independent consultants and outside legal counsel in connection with the due diligence, negotiation, preparation, execution and delivery of this Mandate Letter and the definitive documents to be entered into in respect hereof and in respect of any proposed Debt Financing, whether or not completed. The Company also agrees to pay all reasonable costs and expenses of Barclays Capital (including, without limitation, fees and disbursements of counsel) incurred in connection with the enforcement of any of the rights and remedies under this Mandate Letter.

All fees and expenses and any other amounts due hereunder shall be due and payable by the Company, unless otherwise specified herein, promptly upon request therefor by Barclays Capital. All amounts payable hereunder shall be payable in U.S. Dollars in New York. The Company agrees that any and all payments hereunder shall be made (i) in immediately available funds and (ii) not be subject to counterclaim or set-off for, or be otherwise affected by any claim or dispute relating to, any other matter. Any payment, reimbursement, indemnification and other obligation of the Company under this Mandate Letter shall be an obligation of the Company.

The Company shall as promptly as reasonably practicable move before the United States Bankruptcy Court with jurisdiction over the Company's Chapter 11 cases for authorization, pursuant to Title 11, United States Code (the "Bankruptcy Code"), or otherwise, as applicable, to retain Barclays Capital and make the payments and provide the benefits to Barclays Capital contemplated hereunder as of the date of this Mandate Letter, including all payments and benefits due hereunder to Barclays Capital for services provided prior to the date hereof, and thereafter. The respective rights and obligations of the parties hereto are conditioned upon receiving such authorization from such United States Bankruptcy Court presiding over the Company's Chapter 11 proceedings.

Neither Barclays Capital nor any of its affiliates will be responsible for any fees or commissions payable to finders or to financial or other advisors utilized by the Company or its affiliates, and no fee or other compensation payable to any other advisor or person shall reduce or otherwise affect the fees and the reimbursements payable to Barclays Capital under this Mandate Letter.

(c) Indemnification. The Company agrees to indemnify Barclays Capital and certain other entities and persons as set forth in Schedule I. Schedule I is incorporated by reference into this Mandate Letter, and to take all such actions as are necessary in accordance with the Bankruptcy Code or otherwise to effectuate such indemnification as of the date of this Mandate Letter.

3. Risk Management Arrangements

The Company agrees that it will offer Barclays Capital the right to act as sole principal or sole counterparty in the case of any hedge, swap, derivative or other similar transaction (including, without limitation, those related to interest rates and commodities) ("Risk Management Arrangements") related to the Debt Financing and which is entered into after the date hereof. Where Barclays Capital agrees to act as the principal or counterparty in any Risk Management Arrangements, such transaction will be based on customary documentation for such transaction and pricing terms will be based on current market conditions.

It is understood that the fees contemplated by this Mandate Letter do not compensate Barclays Capital for any of the Risk Management Arrangements, and that such additional fees shall be as separately and mutually agreed between you and Barclays Capital.

4. Conditions Precedent

PLEASE NOTE THAT THIS MANDATE LETTER DOES NOT CONSTITUTE A COMMITMENT FROM BARCLAYS CAPITAL OR ANY OF ITS AFFILIATES TO PROVIDE ANY DEBT FINANCING OR RISK MANAGEMENT ARRANGEMENTS. Any such commitment would be undertaken, in Barclays Capital's discretion, to the satisfactory negotiation, execution and delivery of appropriate transaction documents relating to the Debt Financing, including, without limitation, credit agreements, guarantees, underwriting or purchase agreements, security agreements, pledge agreements, real property security agreements, opinions of counsel (including 10b-5 disclosure opinions), accountant's comfort letters and other related definitive documents to be based upon and substantially consistent with the terms set forth in this Mandate Letter and all in customary form for the type of Debt Financing to be executed. Barclays Capital's commitments hereunder would also be conditioned upon and made subject to Barclays Capital not becoming aware after the date hereof of any new or inconsistent information or other matter not previously disclosed to Barclays Capital relating to the Company or the transactions contemplated by this Mandate Letter which Barclays Capital, in its judgment, deems material and adverse relative to the information or other matters disclosed to Barclays Capital prior to the date hereof. In any event, Barclays Capital may determine in its sole discretion for any reason not to commit to provide any Debt Financing.

5. Information

The Company represents and covenants that all information provided directly or indirectly by the Company to Barclays Capital in connection with the transactions contemplated hereunder is and will be, when taken as a whole, complete and correct in all material respects. The Company agrees that if at any time prior to the closing date of the Debt Financing, any of the representations in the preceding sentence would be incorrect in any material respect if the information were being furnished, and such representations were being made, at such time, then the Company will promptly supplement, or cause to be supplemented, the information so that such representations will be correct in all material respects under those circumstances.

6. Cooperation and Syndication

The Company agrees to reasonably cooperate with Barclays Capital and provide information reasonably required by Barclays Capital in connection with any Debt Financing and any other similar financing contemplated by this Mandate Letter. The Company acknowledges and agrees that Barclays Capital reserves the right to syndicate any Debt Financing to other parties and agrees to cooperate with Barclays Capital in connection with any such syndication.

7. Assignments; Successors

This Mandate Letter may not be assigned by the Company without the prior written consent of Barclays Capital (and any purported assignment without such consent will be null and void), is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto. This Mandate Letter (including Schedule I hereto) may not be amended or any term or provision hereof or thereof waived or modified except by an instrument in writing signed by each of the parties hereto, and any term or provision hereof or thereof may be amended or waived only by a written agreement executed and delivered by all parties hereto.

Our agreements in this Mandate Letter (including Schedule I hereto) shall, upon the same terms and conditions, extend to and inure to the benefit of, and be binding upon, the respective successors and permitted assigns of the parties hereto and of the Indemnified Persons (as defined in Schedule I hereto) hereunder and the Indemnified Persons' successors, permitted assigns and representatives. No other person or entity shall acquire or have any right under or by virtue hereof.

8. Sharing Information; Affiliate Activities; Absence of Fiduciary Relationship

Please note that this Mandate Letter and any written or oral advice provided by Barclays Capital in connection with this arrangement are exclusively for the information of the Company and may not be disclosed to any third party or circulated or referred to publicly without Barclays Capital prior written consent except, after providing written notice to Barclays Capital, pursuant to a subpoena or order issued by a court of competent jurisdiction or by a judicial, administrative or legislative body or committee. In addition, Barclays Capital hereby consents to the Company's disclosure of (i) this Mandate Letter and such advice to the Company's respective officers, directors, agents and advisors who are directly involved in the consideration of the Debt Financing to the extent such persons agree to hold the same in confidence, and (ii) this Mandate Letter as required by applicable law or compulsory legal process (in which case the Company agrees to inform Barclays Capital promptly thereof).

The Company agrees that Barclays Capital may deliver certain evaluation material (the "Evaluation Material"), which includes all information furnished by the Company to Barclays Capital (whether written or oral) other than information which (i) was or becomes generally available to the public, (ii) was or becomes available to Barclays Capital on a non-confidential basis from a source other than the Company, or (iii) was or is independently developed by Barclays Capital without reference to the Evaluation Material, to bona fide potential investors and lenders and their respective representatives in connection with the Debt Financing through one or more Internet sites (including an IntraLinks or Syndtrak workspace) created for purposes of the Debt Financing. You hereby expressly consent to such disclosure if you agree that specified Evaluation Material may be posted to such Internet sites and if such persons receiving such Evaluation Material indicate their agreement to hold such Evaluation Material in confidence in the manner required by such Internet site.

The Company acknowledges that the transactions contemplated by this Mandate Letter are arms-length commercial transactions and that Barclays Capital is acting as principal and in its own best interests. The Company is relying on its own experts and advisors to determine whether the transactions contemplated by this Mandate Letter are in the Company's best interests. The Company agrees that Barclays Capital will act under this Mandate Letter as an independent contractor and that nothing in this Mandate Letter, the nature of Barclays Capital's services, or in any prior relationship will be deemed to create an advisory, fiduciary or agency relationship between Barclays Capital on the one hand and the Company, its stockholders or its affiliates on the other hand. In addition,

Barclays Capital may employ the services of its affiliates in providing certain services hereunder and may exchange with such affiliates information concerning the Company and other companies that may be the subject of this arrangement, and such affiliates shall be entitled to the benefits afforded to Barclays Capital hereunder.

Please note that Barclays Capital and its affiliates do not provide tax, accounting, or legal advice.

9. Waiver of Jury Trial; Governing Law; Surviving Provisions

Any right to trial by jury with respect to any suit, action or proceeding arising in connection with or as a result of any matter referred to in the Mandate Letter is hereby waived by the parties hereto. This Mandate Letter shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws. Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the federal and state courts located in New York County, New York, including the United States District Court for the Southern District of New York, in connection with any claim brought with respect to this Mandate letter or related matter and waives any right to claim such forum would be inappropriate, including concepts of *forum non conveniens*.

The provisions under Sections 2 (but as to Section 2(b) only with respect to reasonable expenses incurred prior to termination), 5, 8 (but as to Section 8, not with respect to the second paragraph thereof) and 9 of this Mandate Letter, along with Schedule I hereto, shall survive any termination of this Mandate Letter.

10. Publicity

The Company agrees that Barclays Capital has the right to place advertisements in financial and other newspapers and journals at its own expense describing the services provided to the Company hereunder and the financing contemplated hereby.

11. USA PATRIOT Act Notification

Barclays Capital hereby notifies the Company that, pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it and other financing sources may be required to obtain, verify and record information that identifies the Company, which information includes the name and address of the Company and other information that will allow Barclays Capital and other financing sources to identify the Company in accordance with the Act. This notice is given in accordance with the requirements of the Act and is effective for Barclays Capital and each other financing source.

12. Miscellaneous

This Mandate Letter may be executed in any number of counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Mandate Letter by facsimile transmission will be effective as delivery of a manually executed counterpart hereof. This Mandate Letter is the only agreement that has been entered into among the parties hereto with respect to the Debt Financing and set forth the entire understanding of the parties with respect thereto and supersedes any prior written or oral agreements among the parties hereto with respect to the Debt Financing.

The Company acknowledges that Barclays Capital is a full service securities firm engaged in a wide range of businesses and from time to time, in the ordinary course of their business, Barclays Capital or its affiliates will hold long or short positions and trade or otherwise effect transactions for their own account or the account of their customers in debt or equity securities, loans or other financial instruments (or any derivatives thereof) of the companies which may be the subject of the transactions contemplated by this Mandate Letter. As a result, Barclays Capital may have economic interests that conflict with those of the Company regarding the transactions described herein.

Additionally, Barclays Capital and its affiliates may at any time (before, during or after the engagement hereunder) provide investment banking, underwriting and financing services to such companies. Such activities are conducted, of course, with strict informational barriers in place to protect the confidentiality of client information and in strict compliance with applicable securities laws. During the course of Barclays Capital's engagement with the Company, Barclays Capital or its affiliates may have in their possession material, non-public information regarding other companies that could potentially be relevant to the Company or the transactions contemplated herein but which cannot be shared due to an obligation of confidence to such other companies.

The parties hereto acknowledge and agree that the signing of this Mandate Letter does not obligate either party to enter into any transaction. The Company agrees that Barclays Capital's acceptance of this Mandate Letter shall not restrict Barclays Capital from being engaged or mandated by, or otherwise assisting or participating in any transaction involving, any other party in connection with any transaction.

Please confirm that the foregoing is in accordance with the Company's understanding by signing and returning to Barclays Capital the enclosed copy of this Mandate Letter, whereupon this Mandate Letter will become a binding agreement between the Company and Barclays Capital.

We look forward to working with you on this assignment.

Very truly yours,

BARCLAYS CAPITAL INC.

By: _____
Name:
Title:

ACCEPTED AS OF THE DATE ABOVE:

SPANSION INC.

By: _____
Name:
Title:

Schedule I

In consideration for the services to be provided by Barclays Capital hereunder, the Company hereby agrees to indemnify and hold harmless each of Barclays Capital, its affiliates and their respective directors, officers, employees, advisors and other representatives (each, an "Indemnified Party") against any and all losses, claims, damages, expenses and liabilities, joint or several (collectively, "Liabilities"), to which an Indemnified Party may become liable, arising out of or otherwise relating to this Agreement, including, without limitation, in connection with the enforcement of the Company's obligations under this Agreement (collectively, the "Indemnity Coverage"), unless a court of competent jurisdiction determines in a final, non-appealable judgment (or a settlement tantamount thereto) that the Liabilities directly resulted from the gross negligence, bad faith or willful misconduct of such Indemnified Party. The Company further agrees to reimburse each Indemnified Party promptly upon request for all reasonable out-of-pocket expenses (including reasonable attorneys' fees and expenses) as they are incurred in connection with the investigation of, preparation for the defense of or providing evidence in, any action, claim, suit, proceeding or investigation, whether pending or threatened (each and collectively, an "Action"), arising out of or otherwise relating to the Indemnity Coverage. The Company also agrees that no Indemnified Party shall have any liability of any nature to the Company or any other person asserting any Action on behalf of or in right of the Company, whether arising out of or otherwise relating to the Indemnity Coverage, unless a court of competent jurisdiction determines in a final, non-appealable judgment (or a settlement tantamount thereto) that such Liabilities resulted directly from the gross negligence, bad faith or willful misconduct of such Indemnified Party.

If for any reason the foregoing indemnity or reimbursement is unavailable or insufficient (other than pursuant to the express terms hereof), the Company shall contribute to amounts paid or payable by Barclays Capital and each other Indemnified Party in respect of such Liabilities in such proportion as is appropriate to reflect the relative benefits and relative faults of the Company, on the one hand, and Barclays Capital, on the other hand, along with any other equitable considerations, in connection with the matters to which such Liabilities relate.

The Company agrees that the indemnification, reimbursement and contribution commitments set forth in this Schedule I shall apply whether or not any Indemnified Party is a formal party to any such Action and the rights of the Indemnified Parties referred to in this Schedule I shall be in addition to any other rights that any Indemnified Party may otherwise have against the Company. The Company agrees that, without Barclays Capital's prior written consent, it will not agree to any settlement of, compromise or consent to the entry of any judgment in or other termination of any Action (each and collectively, a "Settlement") in respect of which indemnification could be sought hereunder unless (i) such Settlement includes an unconditional release of each Indemnified Party from any liabilities arising out of such Action and does not include any findings of fact or admissions of culpability as to the Indemnified Party and (ii) the parties agree that the terms of such Settlement shall remain confidential. The Company further agrees that the Indemnified Parties are entitled to retain one separate counsel (in addition to local counsel) of their choice in connection with any single Action in respect of which indemnification, reimbursement or contribution may be sought hereunder.