

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

SPANSION INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 09-10690

Jointly Administered

Related Doc Nos.: 1293, 1391, 1420, \_\_\_\_\_

**ORDER GRANTING MOTION OF THE DEBTORS PURSUANT TO  
11 U.S.C. § 365 AND FED. R. BANKR. P. 6006 AUTHORIZING THE  
REJECTION OF SECOND AMENDED AND RESTATED FOUNDRY AGREEMENT  
WITH SPANSION JAPAN LIMITED**

Upon consideration of the motion (the “**Motion**”) of the debtors and debtors-in-possession in the above-captioned cases (collectively, the “**Debtors**”) for entry of an order, pursuant to 11 U.S.C. § 365 for entry of an order (the “**Order**”), authorizing the rejection of that certain Second Amended and Restated Foundry Agreement, dated as of March 2007 (as amended and modified through the date of the Motion, the “**Foundry Agreement**”), by and between the Debtors and Spansion Japan Limited (“**Spansion Japan**”), with such rejection being effective as of the date of the Motion; and upon consideration of the Declaration of James Ashby filed in support of the Motion; and upon consideration of the objections to the Motion filed by GE Financial Services Corporation (f/k/a GE Capital Leasing Corporation) (“**GE**”), as administrative agent, for itself and on behalf of the members of a syndicate of lenders (the “**SJL Secured Lenders**”) under a credit facility entered into by Spansion Japan Limited (“**Spansion Japan**”) on or about March 30, 2007 (the “**Spansion Japan Credit Facility**”) (Docket No. 1391, the “**GE Objection**”) and Spansion Japan (Docket No. 1420, the “**SJ Objection**”), the

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Spansion Inc., a Delaware corporation (8239); Spansion Technology LLC, a Delaware limited liability company (3982); Spansion LLC, a Delaware limited liability company (0482); Cerium Laboratories LLC, a

Debtors' Omnibus Reply to the Objections and the Response of the SJL Secured Lenders to the Omnibus Reply); and it appearing that the Court has jurisdiction to consider the Motion and the relief requested therein; and due notice of the Motion having been provided, and the parties having agreed and stipulated to rejection of the Foundry Agreement, and it appearing that no other or further notice need be provided; and after due deliberation and sufficient cause appearing therefore; it is hereby:

1. **ORDERED**, that the Motion is GRANTED; and it is further
2. **ORDERED**, that the Foundry Agreement is hereby rejected effective as of October 9, 2009, the date the Motion was filed with the Court; and it is further
3. **ORDERED**, that GE and Spansion Japan must file any claim for rejection damages arising as a result of the rejection of the Foundry Agreement on or before the first business day that is sixty (60) calendar days after entry of this Order; and it is further
4. **ORDERED**, that Spansion Japan must file any election under section 365(n) of the Bankruptcy Code with respect to the Foundry Agreement on or before the first business day that is forty five (45) calendar days after entry of this Order and serve such election upon counsel to the Debtors, the Unsecured Creditors' Committee and the Ad Hoc Consortium of Noteholders, and any such party shall have fifteen (15) days within which to object to such election, and such objections shall be resolved by the Court; and it is further
5. **ORDERED**, that the GE Objection and the SJ Objection are deemed withdrawn with the consent of the Debtors; and it is further

6. **ORDERED**, that the Debtors' rights to seek reimbursement of costs and fees incurred in connection with responding to the GE Objection and the Spansion Objection and the discovery served in connection therewith on any basis is hereby reserved, and the rights of Spansion Japan and GE to object or otherwise respond to any such request for reimbursement are hereby expressly reserved; and it is further

7. **ORDERED**, that this Order is without prejudice to the rights of the parties to argue the legal effects of the rejection of the Foundry Agreement on the amount, validity and priority of claims against the Debtors' estates, including, without limitation, administrative expense claims, and all such rights, including, without limitation, the rights of Spansion Japan and GE to assert administrative expense claims (and the Debtors rights to defend such claims) are expressly reserved; and it is further

8. **ORDERED**, that this Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: \_\_\_\_\_, 2009  
Wilmington, Delaware

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Kevin J. Carey  
Chief United States Bankruptcy Judge