

CONFIDENTIAL SETTLEMENT DISCUSSION,
SUBJECT TO FEDERAL RULE OF EVIDENCE 408 AND ALL EQUIVALENTS

TERM SHEET

January 7, 2010

The Term Sheet summarizes the terms upon which the parties have agreed to settle certain disputes as provided herein, subject to the approval of the courts supervising their respective insolvency proceedings. It is the parties' intention to work in good faith to finalize with all deliberate speed a series of binding agreements reflecting these terms (the "Definitive Agreements"), including, but not limited to (a) a form of License Agreement (the ("License Agreement"); (b) a form of Foundry Agreement (the "Foundry Agreement"); (c) a form of Transition Services Agreement (the "TSA"); (d) a form of Settlement Agreement; (e) a form of Asset Purchase Agreement or other form of agreement acceptable to the parties (the "APA") and (f) a form of Bailment Agreement (the "Bailment Agreement").

- The parties will execute the Foundry Agreement on the following terms and conditions:
 - Pricing: 50,000 Yen/unsorted wafer
 - JV3 loading:
 - Minimum of 200,000 wafers (110nm, 130nm and 170nm technology) in aggregate over 6Q's
 - Allocation of wafers per quarter is as follows: 35,000 wafers per quarter for 1Q2010 through 4Q2010; and 30,000 wafers per quarter for 1Q2011 and 2Q2011.
 - Spansion Japan to supply upside of up to 20 percent of minimum quarterly commitment upon the reasonable request of Spansion US. Any orders for wafers in excess of the allocated amount for any quarter shall not be counted towards the minimum 200,000 wafer commitment above.
 - The process for ordering and shipping wafers under the Foundry Agreement will be based on a quarterly purchase order issued by Spansion US at least 60 days in advance of each quarter (except that the initial purchase order will be issued as promptly as practicable following the approval of the Definitive Agreements). Except to the extent set forth in this Term Sheet, the terms and conditions of such purchase orders shall be agreed upon by the parties in advance of finalization of the Definitive Agreements.
 - The commitment to purchase wafers from Spansion Japan shall be effective for the term of the Foundry Agreement notwithstanding any sale of JV3 (except in the case of a sale of JV3 to a competitor of Spansion US, in which case such

commitment shall automatically terminate upon sale of JV3). For purposes of this Term Sheet, the term “competitor” shall be as defined in the Foundry Agreement which shall include any of the following: NOR or NAND Flash memory manufacturers that compete or may compete with Spansion US in the NOR/NAND stand-alone product area, including, but not limited to, Numonyx B.V., Samsung Electronics Co., Ltd., Toshiba Corporation, Hynix Semiconductor Inc., Intel Corporation, Micron Technology. Inc., IM Flash Technology LLC and SanDisk Corporation plus any integrated device manufacturers of any non-volatile memory products.

- Sort services:
 - In order to efficiently utilize the sort services it has herein committed to take together with its owned sort capacity, Spansion US will have the ability to move probe cards freely among sort locations so long as it meets the floor revenue requirement of \$8.9M per quarter set forth below. Upon termination of the sort services, upon request, Spansion Japan will return any of Spansion US's probe cards still in its possession to Spansion US. For avoidance of doubt, under no circumstances will Spansion Japan not be entitled to the \$8.9M floor revenue commitment by Spansion US because Spansion Japan was unable to perform or unable to timely perform sort services because probe cards needed by Spansion Japan to perform the sort services outlined above were not in its possession. At all times during the term of the Foundry arrangement, probe cards owned by Spansion Japan will remain the property of Spansion Japan, and upon termination of the sort services or the sale of JV3 or SP1, as applicable, upon request, Spansion US will return any of Spansion Japan's probe cards still in its possession to Spansion Japan.
 - Spansion US to purchase sort services from Spansion Japan based on hourly rates specified below to achieve an agreed floor revenue to Spansion Japan of not less than \$8.9M/Q in the aggregate
 - \$27/hr for Q2/52 tester and V3308 tester
 - \$50/hr for V5400 tester
 - \$60/hr for BIST FOX tester
 - With respect to the sort services provided by SP1, automatically terminates upon sale of sorting services at SP1, provided that Spansion US must receive 2 months prior written notice of such termination.
 - With respect to the sort services provided by JV3, commitment to purchase sort services shall be effective for the term of the Foundry Agreement notwithstanding any sale of JV3 (except in

the case of a sale of JV3 to a Spansion US competitor (as such term is used in the Foundry Agreement), in which case such commitment shall automatically terminate upon sale of JV3).

- In the event that Spansion Japan fails in a material way (excluding failures due to manufacturing or other problems not within the control of Spansion Japan) either to deliver wafers or perform sort services on a timely basis or which do not meet acceptable minimum quality specifications, and it is determined, pursuant to an agreed dispute resolution procedure or otherwise, that such failure was within Spansion Japan's control, then for any such failure, (a) Spansion US shall be entitled to refuse delivery and not to pay for untimely, undelivered or unacceptable quality wafers or sort services and Spansion US's minimum commitment with respect to any untimely, undelivered or unacceptable quality wafers and/or sort services shall be deemed extended by one quarter for each such failure and (b) Spansion Japan shall pay to Spansion US (x) in the case of untimely, undelivered or unacceptable quality wafers, 25,000 Yen/wafer which is untimely, undelivered or of unacceptable quality and (y) in the case of untimely, unperformed or unacceptable quality sort services, 50% of the applicable sort cost per hour based on capacity not timely provided. With respect to any payments required by Spansion Japan under the prior sentence, Spansion US shall be entitled to offset such amounts against any payments due to Spansion Japan under this Term Sheet. The agreed alternative dispute resolution procedure shall require that business people at the operations level meet and confer in good faith to resolve the dispute, followed by escalation to a senior officer of each party to negotiate in good faith, followed further by the submission of any remaining disputes to an independent, third-party mediator acceptable to both parties, before either party can exercise remedies based on any such failure.
- Spansion Japan shall be free to sell JV3 at any time provided that Spansion US must receive 2 months prior written notice of such sale.
- Payment term: Within 45 days from the end of each month.
- Spansion Japan agrees to perform on these terms plus other agreed terms (including, without limitation, wafer production, distribution, R&D¹ etc.) pending court approval of settlement in US and Japan

¹ In accordance with the amended R&D Agreement being discussed between Spansion US and Spansion Japan.

- Bailment Agreement to be resolved as part of Definitive Agreements.
 - Spansion Japan's failure to perform its obligations in any material way (excluding failure to perform or delay as described in the liquidated damages provision set forth above) under these terms shall permit Spansion US to terminate Foundry arrangement set forth above.
 - Any wafers sold to Spansion US in accordance with purchase order covering period through January 8, 2010 shall not be included for purposes of determining minimum commitment set forth herein.
- Technical support: In consideration and upon receipt of a payment of 500 million Yen or the US\$ equivalent of 500 million Yen, calculated as of and payable as of the date no later than three business days following approval of the Definitive Agreements, Spansion Japan will provide to Spansion US technical support and data for a period of up to 18 months relating to any request for specifically-identified information that is within the possession or control of Spansion Japan and that Spansion US cannot reasonably procure without the assistance of Spansion Japan, including, but not limited to:
- 45nm and 65nm process and recipe data; and
 - Customer qualification of 110nm process
- Pursuant to the mutually agreeable terms of the APA, Spansion US will purchase Spansion Japan's Kawasaki business (distribution and R&D) on agreed terms for \$12.5 million (except for Kawasaki resources that support Aizu business), payable at closing. Subject to any applicable consent rights or other restrictions on transfer, Spansion Japan will also assign to the newly formed Japanese subsidiary of Spansion US any contracts or agreements related to the Kawasaki business including but not limited to the agreements listed on Exhibit A. For avoidance of doubt, the Kawasaki business being sold by Spansion Japan to Spansion US does not include any of the inventory, accounts receivable or accounts payable of Spansion Japan's Kawasaki business, which assets and liabilities will remain with Spansion Japan. The aforementioned payment is due upon closing of the Spansion Japan Kawasaki business at which time the Kawasaki personnel (other than the personnel that support the Aizu business but including Aizu personnel who support LLC's worldwide quality function) will transfer and become employees of Spansion US's new Japan subsidiary. Such closing shall occur at a mutually agreeable time, but no later than 30 days after execution of the Definitive Agreements. It is anticipated that it will be necessary for the parties to perform certain transition services, as agreed in the TSA, in connection with the closing under the APA.
- Spansion US will grant Spansion Japan a good faith right of first offer for 170nm, 130nm and 110nm wafer demand in excess of Fab 25 capacity for a

term of at least 2 1/2 years beginning in 3Q2011. Thereafter, Spansion US and Spansion Japan will discuss in good faith additional arrangements for the shipment of wafers by Spansion Japan to Spansion US in light of market demand.

- In settlement of all of the disputes between Spansion Japan and Spansion US, and subject to and in addition to the considerations set forth in this Term Sheet, Spansion US shall pay to Spansion Japan the sum of \$45 million, payable as follows: \$10 million on March 31, 2010, \$12.5 million on June 30, 2010, \$12.5 million on September 30, 2010 and \$10 million on December 31, 2010. Notwithstanding anything herein to the contrary and for the avoidance of doubt, any amounts due between Spansion Japan and Spansion US for the period of October 27, 2009 through and including January 8, 2010, shall be resolved, settled and any net amount paid in accordance with the terms of the purchase orders governing such period.
- Intellectual Property: The parties will execute the License Agreement on terms mutually agreeable to the parties.
- Transition Services: The parties will execute the TSA with respect to the temporary continuation and ultimate termination of certain technology and other support on terms mutually agreeable to the parties.
- Spansion US shall support Spansion Japan's reorganization plan in Spansion Japan's corporate reorganization proceeding in Japan provided it is consistent in all respects with this Term Sheet, and Spansion US will not file any pleading, motion or request for relief without the prior written consent of Spansion Japan. With regards to Spansion US's plan of reorganization, Spansion Japan shall be entitled to take any action or file any motion, pleading or response to the plan to address the plan's current classification and treatment of Spansion Japan's rejection damage claims against Spansion US, as well as the alleged failure of such plan to establish a reserve for Spansion Japan's rejection damage claims.
 - In the event that Spansion US modifies its plan (a) to include all of the relevant terms in this Term Sheet and (b) to treat all of Spansion Japan's rejection damage claims as Class 5 general unsecured claims under the plan and provides Spansion Japan a reserve for the full amount of all such rejection damage claims, in the event that Spansion US circulates to Spansion Japan an approved disclosure statement with respect to its plan that is consistent in all respects with the foregoing, Spansion Japan shall support confirmation of Spansion US's plan of reorganization and vote all of its claims in support of such plan of reorganization and Spansion Japan will not file any pleading, motion or request for relief without the prior written consent of Spansion US.

- The claims of Spansion US against Spansion Japan arising prior to February 9, 2009 (the “Spansion US Prepetition Claims”) will be deemed allowed unsecured nonpriority claims in the bankruptcy proceeding of Spansion Japan, but not entitled to receive any distribution on account of such claims, and Spansion US agrees to vote such claims in favor of Spansion Japan’s plan of reorganization consistent with this Term Sheet. Except as set forth in this Term Sheet, all claims of Spansion Japan and Spansion US against each other shall be expunged, released and satisfied. Notwithstanding anything in this Term Sheet to the contrary, (a) Spansion Japan shall retain its rejection damage claims against Spansion US in respect of the rejection of the Second Amended Foundry Agreement or the rejection of any other executory contract or agreement between Spansion US and Spansion Japan (collectively, the “Rejection Damage Claims”); (b) Spansion US (on behalf of itself and its bankruptcy estate) shall retain all of its rights and defenses against the Rejection Damage Claims, including, but not limited to, (x) any liability that Spansion Japan may have to Spansion US under chapter 5 of the Bankruptcy Code and (y) its right to argue that it is entitled to reduce the Rejection Damage Claims by up to \$85 million on account of the Spansion US Prepetition Claims against the Rejection Damage Claims; and (c) Spansion Japan shall retain all of its rights and defenses to oppose any claim or defense to the Rejection Damage Claims, including, but not limited to, under chapter 5 of the Bankruptcy Code or Spansion US’s alleged right to reduce the Rejection Damage Claims by up to \$85 million on account of the Spansion US Prepetition Claims by Spansion US or any other party in interest in Spansion US’s bankruptcy case.
- Upon execution of the Definitive Agreements, the parties will file as promptly as possible all such pleadings or papers as may be necessary to seek approval from their respective bankruptcy court of such agreement in all respects.
- The effectiveness of the Definitive Agreements shall be conditioned upon (a) GE consenting to the Definitive Agreements in all respects, (b) GE withdrawing and/or consenting to the withdrawal of all claims, pleadings and papers filed by GE in Spansion US’s chapter 11 case and (c) confirmation of Spansion US’s plan of reorganization.

Exhibit A

- Kawasaki Lease
- Telecommunications leased line
- Purchase and Sale Agreement
- Sub-Distributor Appointment Agreement
- License to "AKID" (to be utilized when/if foundry relationship ends)
- Office equipment leases
- Maintenance agreements
- Software licenses

EXHIBIT B

Foundry Agreement

THIRD AMENDED & RESTATED FOUNDRY AGREEMENT

THIS THIRD AMENDED & RESTATED FOUNDRY AGREEMENT (the "Agreement") is made effective as of January __, 2010 (the "Effective Date"), by and between **Spansion LLC**, having its principal place of business at 915 DeGuigne Drive, Sunnyvale, California 94088-3453, U.S.A. ("Spansion"), and **Spansion Japan Limited**, having its registered place of business at 2, Takaku-Kogyodanchi, Aizuwakamatsu-shi, Fukushima 965-0060, Japan ("Spansion Japan").

RECITALS

WHEREAS, Spansion Japan has been engaged in the manufacturing and processing of integrated circuits and has acquired significant knowledge and manufacturing experience at its wafer fabrication facilities (fabs) and is willing to provide foundry services for the production of Flash memory products to Spansion;

WHEREAS, Spansion Japan has provided such foundry services to Spansion since July 1, 2003;

WHEREAS, the parties entered into the original Foundry Agreement ("Original Agreement") effective as of February 23, 2004, to set forth the policies and procedures actually used by the parties with regard to such foundry services since July 1, 2003, in order to establish definitely the terms and conditions on which the foundry services had been and would be rendered;

WHEREAS, the parties amended and restated the Original Agreement to reflect agreed to arrangements between the parties beginning January 1, 2005 (the "First Restated Agreement");

WHEREAS, the parties amended and restated the First Restated Agreement to reflect agreed to arrangements between the parties beginning March 30, 2007 (the "Second Restated Agreement");

WHEREAS, on February 10, 2009, Spansion Japan filed a proceeding under the Corporate Reorganization Law (Kaisha Kosei Ho) of Japan with the Tokyo District Court to obtain protection from Spansion Japan's creditors (the "Spansion Japan Proceeding") and successively the Spansion Japan Proceeding was formally commenced on March 3, 2009, when the Tokyo District Court entered the commencement order and appointed the incumbent representative director of Spansion Japan as trustee;

WHEREAS, on March 1, 2009, Spansion filed a voluntary petition for relief under chapter 11 of Title 11 of the United States Code (the "Chapter 11 Case") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, on October 9, 2009, Spansion filed a motion to reject the Second Restated Agreement in the Chapter 11 Case, and on November 19, 2009, the Bankruptcy Court entered an order authorizing the rejection of the Second Restated Agreement as of October 9, 2009; and

WHEREAS, the parties have determined to amend and restate the Second Restated Agreement in connection with and as required by the Settlement Agreement (the "Settlement Agreement") dated as of _____, between Spansion and Spansion Japan.

NOW, THEREFORE, in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GENERAL PROVISIONS AND DEFINITIONS

This Agreement replaces, restates and supersedes the Second Restated Agreement in its entirety.

1.1 "**Aizu**" shall mean Spansion Japan's manufacturing facilities located in Aizu-Wakamatsu, Japan, and currently referred to by the parties as JV3 and SP1.

1.2 "**Confidential Information**" shall mean any and all technical and non-technical information one party provides the other hereunder that is either indicated to be proprietary or confidential information of the disclosing party or which by its nature the receiving party would reasonably deem such information to be confidential or proprietary, regardless of marking, including trade secret, know-how and proprietary information, firmware, mask works, designs, schematics, techniques, software code, technical documentation, plans or any other information relating to any research project, work in process, future development, scientific, engineering, manufacturing, marketing or business plan or financial or personnel matter relating to the disclosing party, its present or future products, sales, suppliers, customers, employees, investors, or business, whether in written, oral, graphic or electronic form.

1.3 "**Die**" shall mean one of the semiconductor devices on a Wafer (defined below) which is produced by Spansion Japan for Spansion using the Qualified Process (defined below) following Qualification (defined below) as provided under this Agreement, as amended from time to time by the mutual consent of the parties. The Die is to be provided to Spansion by Spansion Japan in the form of Wafers containing tested die.

1.4 "**Engineering Wafers**" shall mean those wafers required for testing and Qualification purposes.

1.5 "**Flash**" shall mean that type of non-volatile computer memory that is in-circuit programmable with the use of embedded algorithms and standard system voltages for programming, reading and erasing.

1.6 "**Intellectual Property Rights**" shall mean any patent, copyright, trade name, trademark, trade secret, know-how, mask work, industrial design rights, or any other intellectual property right or proprietary right whether registered or unregistered, and whether now known or hereafter recognized in any jurisdiction.

1.7 "**Per Wafer Price**" shall mean the prices for the purchase of the Wafers to be agreed upon by the parties as set forth in Section 5 below.

1.8 “**QBP**” shall have the meaning specified in Section 4.2 below.

1.9 “**Qualification Plan**” shall mean the plan and process to be agreed upon by the parties under which the Qualified Process is brought up at Aizu and the Wafers are manufactured using the Qualified Process to meet Spansion’s objective reliability and quality specifications, as may be amended for each Qualified Process.

1.10 “**Qualification**” shall mean the determination performed and made by Spansion that Wafers meet Spansion’s objective reliability/quality specifications in accordance with the Qualification Plan, as more fully described in Section 2.7

1.11 “**Qualified Process**” shall mean the process which uses or is derived from Spansion’s proprietary wafer process, including sort testing with modifications, if any, and which is made by Spansion Japan with the agreement of Spansion and which is brought up at Aizu and approved by Spansion for production of Wafers, as more fully detailed in Section 2.7.

1.12 “**Scrap**” shall mean any Wafer and/or Die, in any stage of completion, without regard to its ability to function, that is not in conformance with the requirements of this Agreement for Wafers to be sold to Spansion.

1.13. “**Settlement Approval Date**” shall mean the date on which the Settlement Agreement is approved by both the Tokyo District Court and the Bankruptcy Court.

1.14 “**Spansion Competitor**” shall have the meaning set forth in Schedule 1.14.

1.15 “**Spansion Technology**” shall mean, collectively, the design, manufacturing information and process know-how, technology, specifications and documentation provided by Spansion to Spansion Japan from time to time to enable Spansion Japan’s performance of its obligations to Spansion hereunder.

1.16 “**Wafers**” shall mean silicon wafers containing Die manufactured by Spansion Japan using the Qualified Process agreed upon by the parties under Section 2 below.

2. PROCESS IMPLEMENTATION

2.1 Spansion Japan will bear all the capital investment required by it (other than probe cards and reticles for newly introduced products) to produce Flash memory products under this Agreement, including the investment for future Flash memory capacity, through the life of this Agreement. The installed capacity shall be sufficient to produce the required Wafer outs per week to satisfy the relevant QBP as described in Section 4.2, including Engineering Wafers.

2.2 Spansion Japan will produce Flash memory products for Spansion utilizing a Qualified Process to reach the production capacity.

2.3 Spansion shall provide the set of specifications, including but not limited to the specifications listed below, required with respect to manufacturing the Wafers at Spansion Japan with necessary modifications made upon mutual

agreement between the parties. Spansion Japan's original specification may be utilized when it is approved by Spansion.

- Wafer process Specification (Process Flow, PCM Specification)
- Mask for Die
- WLR/WLB program, if needed
- WET test Program / WET test specification
- Sort test Program / Sort test specification for the Die/Sort Related Program
- Correlation wafer for WET/SORT
- Packing specification for Wafers
- Purchase Specifications for materials
- ECN Procedure
- Lot Disposition Procedure

2.4 In case Spansion Japan or Spansion finds that there needs to be any change or addition to the agreed specifications, such party shall notify the other party in writing of such change and obtain the other party's written approval.

2.5 Based on the agreed specifications, Spansion Japan shall establish a certain manufacturing process at its facilities, fabricate Wafers and/or Die with such manufacturing process and deliver the Wafers and/or Die to Spansion in accordance with the Qualification Plan agreed upon between the parties.

2.6 Spansion shall evaluate the Wafers and/or Die provided by Spansion Japan in accordance with the Qualification Plan. If Spansion determines that the Wafers and/or Die meet and satisfy its quality and reliability specifications, Spansion shall notify Spansion Japan of such determination. Such notice shall serve as the official notification that the manufacturing process established and the Wafers and/or Die produced by Spansion Japan are fully qualified by Spansion and Spansion Japan, and such manufacturing process shall constitute a "Qualified Process."

2.7 If the parties agree to introduce new Wafers and/or Die, Spansion and Spansion Japan shall agree on the specifications described in Section 2.3 above for such new Wafers and/or Die. Spansion and Spansion Japan shall further agree on the Qualification Plan for such new Wafers and/or Die.

3. WAFER PRODUCTION

3.1 Upon the successful completion of Qualification, Spansion Japan shall manufacture Wafers utilizing the Qualified Process for Spansion.

3.2 Spansion Japan shall establish a production capability for Spansion of producing Wafers in accordance with the schedule to be agreed upon between the parties.

3.3 Unless otherwise specifically provided herein, Spansion Japan shall, at its own responsibility and cost, purchase or procure raw or indirect materials or labor including any masks for wear out or breakage (which may be purchased through Spansion without any margin for Spansion, at Spansion Japan's expense) required by it to manufacture Wafers under this Agreement.

3.4 During the term hereof, Spansion shall provide Spansion Japan with technical support and assistance with respect to the Spansion Technology required by Spansion Japan to manufacture Wafers for Spansion as Spansion Japan may reasonably request from time to time.

3.5 Spansion Japan shall manufacture Wafers only at Aizu, and shall not have any third party manufacture Wafers without obtaining the prior written consent of Spansion on a case-by-case basis, unless otherwise agreed by the parties. Notwithstanding the foregoing, Spansion Japan shall have the right to subcontract out to third parties a discrete portion of the manufacturing process for a short term only and only due to Spansion Japan's lack of capacity, and only with notice to Spansion in each such case.

3.6 Spansion Japan shall adhere to all current specifications relating to the manufacture and disposition of product. This includes, but is not limited to, statistically defined product specific yield and bin trip limits currently in affect for all products. These limits should be re-evaluated on a quarterly basis (as defined in the specifications) and should be used to define the lower yield limits for shipment (mutually agreed upon by both parties). All specifications related to the current "LTC" and "LDR" systems must also be maintained. Spansion Japan shall maintain the existing quality system and all specifications relevant to maintain their ISO/TS16949 certification.

3.7 Spansion Japan shall return Scrap which cannot be reclaimed to Spansion at Spansion's request, or otherwise destroy and properly dispose of all Scrap in order to prevent any unauthorized sale of any Wafers. Spansion Japan shall maintain customary Scrap procedures, subject to the reasonable approval of Spansion, which shall include polishing the Wafer to render unreadable, then selling or recycling, and shall record all products scrapped including lot history, reason for scrap and Spansion's approval for scrap. Spansion shall have the rights to audit the scrap procedures and to witness scrap of Spansion's material with reasonable notice.

4. ORDERING PROCEDURE

4.1 For every Spansion fiscal quarter (a "Quarter"), Spansion Japan shall provide to Spansion in writing by the 14th day of the previous Quarter the information listed below which is required by Spansion to make its production plan for the next two (2) Quarters, in the format and by the date designated by Spansion.

- Weekly Wafer starts capacity
- Weekly Wafer outs capacity
- Weekly Wafer sort capacity by test platform
- Cycle time for Wafer fabrication and Wafer sorting
- Line yield
- Sort Line yield
- Sort test (Die) yield
- Weekly operation rate
- Risk input start schedule for new Die

With respect to planned new products, for every Quarter, Spansion shall provide to Spansion Japan in writing by the beginning of the previous Quarter the

information listed below in "Spansion Product Data Warehouse" (SPDW).

- Risk input start schedule for new Die
- Sort test time commitment

In addition, for strategic planning purposes, for each Quarter, (i) Spansion Japan shall provide to Spansion in writing by the 14th day of the previous Quarter, Spansion Japan's anticipated starts capacity, outs capacity, and sorts capacity for the next four (4) Quarters and (ii) Spansion shall provide to Spansion Japan in writing by the 14th day of the previous Quarter, Spansion's wafer demand capacity through the earlier of (i) each of the next four (4) Quarters, and (ii) the anticipated date of termination of this Agreement.

4.2 Spansion shall make, by no later than sixty (60) days before the start of each Quarter, a production plan for Spansion Japan for such Quarter and the Quarter immediately following such Quarter, based on the information provided by Spansion Japan and the demand forecast from Spansion's customers. This production plan, described in this Section 4, is the Quarterly Beginning Plan ("QBP"). Within five (5) business days after Spansion Japan's receipt of a QBP, Spansion Japan shall either accept or reject the portion of the QBP for the first Quarter covered by such QBP. Each QBP shall also specify (i) the monthly delivery dates for the Wafers specified in such QBP, and (ii) the Target Yield, as defined in the attached Exhibit B, with respect to such Wafers.

4.3 Once Spansion has completed the production plan as described in Section 4.2, Spansion will submit the plan in writing to Spansion Japan. The QBP shall become the official production plan for Spansion and Spansion Japan for the immediately following Quarter, and Spansion Japan shall allocate the production capacity sufficient to fulfill the QBP for such Quarter. QBPs shall be firm and binding on Spansion for the overall number of Wafers specified therein. Notwithstanding the foregoing, Spansion may request, on a weekly basis, reasonable changes to a QBP already accepted by Spansion Japan pursuant to Section 4.2. Spansion Japan shall not unreasonably withhold its consent to such requests, provided that (i) Spansion may not request any alterations in the overall number of Wafers to be produced; and (ii) Spansion may not request any changes in product mix if production of the relevant Wafers has either already commenced or is scheduled to commence within three (3) business days after the applicable QBP update request.

In connection with any change to a QBP involving a request to hold certain lots or products, Spansion Japan shall in no event be obligated to hold such lots or products beyond the end of the second (2nd) fiscal month following the month of its receipt of the request to change the QBP. For the avoidance of doubt, in the event that Spansion requests such a change to a QBP on January 20th, Spansion Japan would not have any obligation to hold such lots or products beyond the end of the fiscal month of March. Within fifteen (15) days of the expiration of such holding period, Spansion shall pay to Spansion Japan for any Wafers it held for such period a pro rata portion of the Wafer price based on the number of steps through which such Wafers had been processed at the time such Wafers were placed on hold. At Spansion's option, Spansion may reduce the Minimum Commitment by the pro rata amount paid by Spansion for such held Wafers.

Notwithstanding anything else contained in this Section 4.3, Spansion commits to purchase Wafers for each Quarter as shown in the attached Exhibit D (the "Minimum Commitment"). In addition, Spansion may order in any given QBP additional Wafers in an amount not to exceed twenty (20) percent of the applicable Minimum Commitment and Spansion Japan shall allocate the production capacity sufficient to fulfill such additional orders. Spansion Japan may determine in its sole discretion whether to accept any orders in excess of such twenty (20) percent amount. Any orders for Wafers in excess of the Minimum Commitment for any Quarter shall not be counted towards the total Minimum Commitment amount.

4.4 Spansion will purchase Wafers from Spansion Japan pursuant to a written purchase order in the form attached as Exhibit G (each, a "Purchase Order"). Purchase Orders shall be sent to Spansion Japan by confirmed facsimile, electronic transmission, or other mutually-agreed means at least sixty (60) days in advance of the applicable Quarter except that the initial purchase order shall be sent as promptly as practicable following the Settlement Approval Date (or such other date as may be agreed between the parties). For the avoidance of doubt, except as otherwise provided in Section 4.3, Spansion shall purchase all production Wafers that are ordered by Spansion pursuant to a valid Purchase Order. All JV3 Wafers purchased by Spansion pursuant to Purchase Orders sent by Spansion to Spansion Japan from January 9, 2010 through the Effective Date shall count towards the total Minimum Commitment amount and all Wafer sort services purchased pursuant to Purchase Orders sent by Spansion to Spansion Japan from January 9, 2010 through the Effective Date shall count towards the floor revenue amounts described in Section 6.1 below.

5. PRICING

Prices will be calculated as set forth in Exhibits B, D, and F attached hereto. For the avoidance of doubt, the prices set forth in Exhibits B, D, and F attached hereto shall apply to all Wafers accepted by Spansion after the Effective Date irrespective of whether such Wafers were ordered prior to or after the Effective Date.

6. WAFER SORT SERVICES

6.1 Spansion shall purchase Wafer sort services from Spansion Japan based on the hourly rates specified on the attached Exhibit B. Notwithstanding the foregoing, Spansion agrees to purchase or pay for sufficient Wafer sort services to achieve an agreed floor revenue to Spansion Japan of not less than \$8.9 million per Quarter in the aggregate for Aizu through the date of the termination of this Agreement; provided, however, that such agreed floor revenue shall be prorated to \$7.73 million for the first fiscal Quarter of 2010 in order to take into account the number of days that elapse between the commencement of the first fiscal Quarter of 2010 and the Effective Date. In the event that Spansion Japan sells SP1 or JV3 sort services, as the case may be, the foregoing floor revenue shall be deemed to have been comprised of \$5.6 million per Quarter in the aggregate for JV3 and \$3.3 million per Quarter in the aggregate for SP1, and Spansion shall no longer have any obligation to purchase or pay for sufficient Wafer sort services to achieve such floor revenue for SP1 (in the event of a sale of SP1 sort services) or JV3 (in the case of a sale of JV3 sort services). Consistent with the Bailment Agreement dated as of even date between Spansion and Spansion Japan, Spansion shall have the right to use and distribute probe cards freely among sort locations so long as it meets the floor

revenue requirement described above. Spansion Japan shall be entitled to use the Spansion probe cards solely for testing purposes in connection with the Wafer sort services under this Agreement. Upon termination of the Wafer sort services, promptly upon request, Spansion Japan will return (at Spansion's expense) any of Spansion's probe cards still in its possession to Spansion. Upon termination of the Wafer sort services, promptly upon request, Spansion will return (at Spansion Japan's expense) any of Spansion Japan's probe cards still in its possession to Spansion Japan. For avoidance of doubt, under no circumstances shall Spansion Japan not be entitled to the floor revenue commitments described above because Spansion Japan was unable to perform or unable to timely perform Wafer sort services because probe cards needed by Spansion Japan to perform the Wafer sort services outlined above were not in its possession through no fault of Spansion Japan.

Spansion shall provide Spansion Japan with its required loading of the sort testers on a weekly basis defining the required load by product by tester. Spansion and Spansion Japan shall meet and confer weekly to discuss and agree upon such loading of the sort testers. Following such meeting, Spansion Japan shall load the sort testers in conformity with the agreed upon required loading. Spansion Japan shall download every Wafer map to the existing system or a comparable system and shall provide Spansion with reasonable access to such system in order to access such Wafer maps and other test data. Reconciliation shall be made on a weekly basis. Spansion Japan shall also provide Spansion on an as-needed basis, with the capability to log onto the Aizu testers.

6.2 At all times during the term of this Agreement, probe cards owned by Spansion Japan will remain the sole property of Spansion Japan, and upon termination of the Wafer sort services or the sale of JV3 or SP1, as applicable, upon request, Spansion will return any of Spansion Japan's probe cards still in its possession to Spansion Japan. At all times during the term of this Agreement, probe cards owned by Spansion will remain the sole property of Spansion, including all Intellectual Property Rights therein.

7. PAYMENT FOR WAFERS AND WAFER SORT SERVICES

7.1 Spansion Japan will invoice Spansion on a Wafer out basis for all products fabricated on behalf of Spansion hereunder at the Wafer evaluation stage. Title and all risk of loss or damage to such products shall transfer from Spansion Japan to Spansion immediately after such Wafers have passed Wafer evaluation stage. Spansion Japan shall deliver all products covered by this Agreement and FSET and FAB25 Wafers sorted in Aizu to Spansion on a *FCA* (Incoterms 2000) Narita Airport basis using a freight forwarder designated by Spansion, unless otherwise agreed by the parties. Spansion Japan shall pay for freight and insurance up to Narita Airport and Spansion shall be responsible for all freight and insurance beyond that point. All products will be deemed irrevocably accepted upon delivery.

7.2 Payment from Spansion to Spansion Japan shall be made in Japanese Yen through wire transfer, or other means agreed upon by the parties. Spansion agrees to pay Spansion Japan for Wafer purchases within five (5) Japanese business banking days after the 15th day of the second month following the month of the completion of the fabrication of the Wafers. Upon any discrepancy between the invoiced quantity and the actual quantity that Spansion accepts, Spansion shall

inform Spansion Japan of the discrepancy in a timely manner, and Spansion and Spansion Japan shall adjust such amount immediately after receipt of such notice.

Spansion agrees to pay Spansion Japan for Wafer sort services within five (5) Japanese business banking days after the 15th day of the second month following the month Spansion Japan performed such Wafer sort services. Wafer sort services shall be invoiced by Spansion Japan on a monthly basis.

7.3 Unless otherwise explicitly stated, the prices specified in this Agreement are exclusive of any sales, use, excise, consumption or similar taxes, and of any export and import duties, which may be levied upon or collectible by Spansion Japan as a result of the sale or shipment of the products to Spansion or its customers. Spansion agrees to pay and otherwise be fully responsible for any such taxes and duties, unless in lieu thereof Spansion provides Spansion Japan with an exemption certificate acceptable to the relevant governmental authorities. Spansion Japan shall have the right, but shall not be obligated, to pay any such taxes or duties directly, in which event Spansion shall immediately reimburse Spansion Japan in the amount thereof upon presentation by Spansion Japan of evidence of payment.

7.4 On a weekly basis, Spansion Japan shall deliver to Spansion a report of (a) Wafer shipments listing product, lot identification, ship date, source fab, Wafer quantity and Die quantity and (b) sort hours used by product, tester type, QBP test time, actual test time and actual Die yield.

8. LIMITED WARRANTY; WARRANTY DISCLAIMER

8.1 Spansion Japan warrants that Wafers and/or Die delivered hereunder shall meet the applicable specifications which are agreed upon by Spansion and shall be free from defects in material and workmanship under normal use and service for a period of twelve (12) months from the date of shipment from Spansion Japan. If, during such twelve (12) month period, Spansion notifies Spansion Japan of any defect in Wafers and/or Die subject to the foregoing warranty, Spansion Japan shall either replace such defective Wafers and/or Die or credit their purchase price to Spansion, at Spansion's option. In addition, if, during the eighteen (18) month period following Spansion's receipt of Wafers and/or Die hereunder, Spansion notifies Spansion Japan of any defect in Wafers and/or Die, Spansion Japan will reasonably assist Spansion in connection with Spansion's compliance with and fulfillment of its warranty policies. Spansion Japan further warrants that its performance of services and use of Spansion Japan technology, methods and processes in connection with its performance of its obligations hereunder do not violate any third party Intellectual Property Rights.

8.2 EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SPANSION JAPAN EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS REGARDING THE PRODUCTS PROVIDED HEREUNDER, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

8.3 Spansion Japan grants no warranties to Spansion's customers hereunder. Unless otherwise agreed by the parties, Spansion will not pass through to its end users or any third party any warranties or representations made by

Spansion Japan hereunder and will expressly indicate to its customers that they must look solely to Spansion in connection with any problems, warranty claims or other matters concerning the products.

9. RECORDS; AUDIT; PARTIES' ACTIVITIES

9.1 Spansion Japan will keep complete and accurate records pertaining to process and manufacturing records relevant for products sold to Spansion hereunder. Spansion Japan will maintain such records for at least a five (5) year period following the year in which such sales were made hereunder.

9.2 Spansion may, with Spansion Japan's prior consent, which shall not be unreasonably withheld, and with at least fifteen (15) days' prior notice to Spansion Japan, send its employees (who may be accompanied by designated customers) to visit Spansion Japan's production facilities to inspect fabrication of products and conduct other activities contemplated by this Agreement. Such visits shall be conducted during Spansion Japan's normal working hours. While visiting in Spansion Japan's facilities, Spansion shall at all times fully comply with Spansion Japan's plant rules and regulations as well as all reasonable instructions that may be issued by Spansion Japan's employees or personnel accompanying such employees or customers. Spansion shall indemnify and hold harmless Spansion Japan and its employees from and against any and all direct losses or damages without limitation to any of Spansion Japan's property or loss of personal health or life, caused by Spansion's employees or customers during any such visit. Spansion may assign Spansion employees to work at each facility manufacturing or sorting Wafers to be purchased by Spansion pursuant to this Agreement on an as needed or other mutually agreed basis. Spansion Japan will grant these employees reasonable access to secured office space, conference rooms, food and break facilities, employee parking facilities and appropriate sections of the factory and support facilities including clean room where such Wafers are manufactured, sorted or placed, in each case on an as-needed basis. Spansion Japan will allow such employees to be full and active participants on problem solving teams with respect to the manufacturing or sorting of Wafers to be purchased by Spansion pursuant to this Agreement. Such Spansion employees shall abide by the policies and regulations of Spansion Japan, and Spansion shall, at Spansion Japan's reasonable request, replace any employee who fails to do so.

9.3 Spansion Japan agrees to participate in regular quality system reviews for all Wafers to be produced or sorted on behalf Spansion pursuant to this Agreement.

9.4 The parties will plan and schedule business reviews at least quarterly for products produced hereunder. The review will focus on current and forecasted business activities, feedback on performance and factory metrics, key improvement programs and activities focused on enabling the relationship between the parties and will review the status of open issues and action items. Such reviews are considered to be a key activity for the parties.

10. CONFIDENTIAL INFORMATION

10.1 Both parties will maintain in confidence all Confidential Information disclosed by the other party (the "Disclosing Party"). A receiving party hereunder

(the "Receiving Party") will not use, disclose or grant use of such Confidential Information except as expressly authorized by this Agreement. To the extent that disclosure to a third party is authorized by this Agreement, a Receiving Party will obtain prior agreement from such third party to whom disclosure is to be made to hold in confidence and not make use of such information for any purpose other than those permitted by this Agreement. A Receiving Party will use at least the same standard of care as it uses to protect its own information of comparable importance to ensure that its employees, agents and/or consultants do not disclose or make any unauthorized use of such Confidential Information. The Receiving Party will promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of such Confidential Information. The obligations set forth in this Section 10 shall survive for five (5) years after any termination or expiration of this Agreement. To the extent that either party's Confidential Information embodies or discloses confidential information of third parties, the obligations with respect to such information shall be perpetual and nothing herein shall be construed as superseding the terms and conditions of any confidentiality obligations agreed to by either party and any third party or requiring either party to conform any third-party agreement to the terms and conditions of this Agreement.

10.2 The obligations of confidentiality contained in Section 10.1 will not apply to the extent that such Confidential Information: (a) was already known to the Receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the Disclosing Party; (b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party; (c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the Receiving Party in breach of this Agreement; (d) was disclosed to the Receiving Party, other than under an obligation of confidentiality, by a third party who had no obligation to the other party not to disclose such information to others; (e) was developed independently by the Receiving Party without any use of Confidential Information; or (f) is required to be disclosed by applicable law (provided that, in the context of disclosure required by law in legal proceedings, the Receiving Party will promptly provide written notice to and afford the Disclosing Party a reasonable opportunity to seek a protective order or to otherwise minimize the scope of disclosure required by law).

11. INTELLECTUAL PROPERTY RIGHTS

11.1 Subject to the terms and conditions of this Agreement, Spansion grants Spansion Japan a non-exclusive, non-transferable, royalty-free (except as provided in the Intellectual Property License Agreement between the parties dated the date hereof (the "**Intellectual Property License Agreement**"), license, without the right to sublicense, to use the Spansion Technology and Qualified Process during the term of this Agreement solely for purposes of making and testing Die and Wafers for sale to Spansion as required under this Agreement.

11.2 Spansion Japan acknowledges that any and all Intellectual Property Rights in or relating to the Spansion Technology, Wafers, Die, Qualified Process and the results of any Wafer sort services (collectively, "Spansion IP") are and shall remain the property of Spansion or Spansion's suppliers, and nothing in this Agreement shall be deemed a transfer of any ownership rights in the Spansion IP to Spansion Japan. Except as expressly provided in the Intellectual Property License

Agreement, Spansion owns and shall own all Intellectual Property Rights in or relating to any Derivatives of or arising from the Spansion IP. Except to the extent necessary to defend against third party actions against Spansion Japan arising from Spansion Japan's use of the Spansion IP in accordance with this Agreement and with Spansion's written consent (such consent not to be unreasonably withheld), Spansion Japan agrees that it will not reverse engineer any Spansion IP it receives and will not distribute, sell, transfer or disclose any Spansion IP to any third party. All other rights are reserved by Spansion. For purposes of this Agreement, "Derivatives" means derivatives of the Spansion IP, which term shall include: (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for work protected by registered mask right, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (iii) for patentable or patented material, any improvement (except as otherwise provided in the Intellectual Property License Agreement); and (iv) for material protected by trade secret, any new material derived from or employing such existing trade secret.

11.3 Spansion shall indemnify and hold harmless Spansion Japan from and against any and all losses, liabilities or damages (including reasonable fees and expense of legal counsel) (collectively, "Losses") arising from Spansion Japan's use of the Spansion IP in accordance with this Agreement in connection with Spansion Japan's performance of its obligations hereunder.

11.4 Spansion Japan shall promptly provide to Spansion written notice of its request for indemnification hereunder. The parties agree to discuss in good faith how to best handle the issues that have arisen or which may arise in the intellectual property infringement cases commenced by Samsung against Spansion Japan in the United States and Japan.

12. TERM AND TERMINATION

12.1 This Agreement shall continue in full force and effect until the earlier to occur of (i) termination by mutual written agreement of the parties, (ii) the date upon which Spansion has satisfied the Minimum Commitment to purchase Wafers, (iii) the date on which Spansion Japan sells JV3 to a Spansion Competitor, and (iv) the termination of this Agreement pursuant to Section 14.

12.2 Notwithstanding any termination of this Agreement, the provisions of Sections 6., 7, 8, 9 (for a period of five (5) years commencing on such termination), 10, 11.2, 12.2, 12.3, 13 and 15 shall survive any termination of this Agreement, provided that, in the case of Section 6, (i) the obligation of Spansion Japan to provide sort services at SP1 in Aizu shall automatically terminate upon a sale of the sorting services at SP1 (provided that Spansion receives two (2) months prior written notice of such termination) and (ii) Spansion's commitment to purchase Wafers and/or Wafer sort services from JV3 in Aizu shall automatically terminate in the case of a sale of JV3 to a Spansion Competitor. For clarity, upon any termination of this Agreement, the licenses granted by Spansion to Spansion Japan herein shall terminate and (except as provided in the Intellectual Property License Agreement) Spansion Japan shall immediately cease to use all Spansion IP, Derivatives and Spansion Confidential Information.

12.3 Spansion agrees that Spansion Japan shall have a good faith right of first offer for 170nm, 130nm and 110nm Wafer demand in excess of Fab 25 capacity for a term of at least two and one-half (2.5) years beginning in the third (3rd) Quarter of 2011. In addition, following termination of this Agreement, Spansion and Spansion Japan will discuss in good faith additional arrangements for the shipment of Wafers by Spansion Japan to Spansion in light of market demand.

13. LIQUIDATED DAMAGES; LIMITATION OF LIABILITY

In the event that Spansion Japan fails in a material way (excluding failures due to manufacturing or other problems not within the control of Spansion Japan) either to deliver Wafers or perform Wafer sort services on a timely basis or which do not meet acceptable minimum quality specifications, and it is determined, pursuant to the dispute resolution procedures set forth in Section 14 below or otherwise, that such failure was within Spansion Japan's control, then for any such failure, (a) Spansion shall be entitled to refuse delivery and not to pay for untimely, undelivered or unacceptable quality Wafers or Wafer sort services and the Minimum Commitment with respect to any untimely, undelivered or unacceptable quality Wafers and/or Wafer sort services shall be deemed extended by one Quarter for each such failure and (b) Spansion Japan shall pay to Spansion (x) in the case of untimely, undelivered or unacceptable quality Wafers, twenty-five thousand (25,000) Yen/Wafer which is untimely, undelivered or of unacceptable quality and (y) in the case of untimely, unperformed or unacceptable quality Wafer sort services, fifty (50) percent of the applicable sort cost per hour based on capacity not timely provided. With respect to any payments required by Spansion Japan under the prior sentence, Spansion shall be entitled to offset such amounts against any payments due to Spansion Japan under this Agreement.

With respect to any payments required by Spansion Japan under the prior sentence, (i) Spansion shall be entitled to offset such amounts against any payments due to Spansion Japan under the Settlement Agreement, and (ii) such payments shall be Spansion's sole and exclusive remedy for any claim arising under this Section 13, other than for fraud and other causes of action that are not waivable under applicable law, and provided that this provision shall not prevent Spansion from seeking injunctive relief or other equitable remedies.

13.2 EXCEPT WITH RESPECT TO A BREACH BY EITHER PARTY OF SECTION 10 OR 11, IN NO EVENT WILL EITHER PARTY BE LIABLE, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, HOWEVER ARISING, FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND UNDER THIS AGREEMENT. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

14. EVENTS OF DEFAULT

A party hereto shall be in default under this Agreement upon the occurrence of any of the following (each an "Event of Default," and collectively, the "Events of Default"):

- (i) Such party fails to pay within ten (10) days after its due date, any amounts due under this Agreement;
- (ii) Such party ceases to do business as a going concern;
- (iii) A receiver is appointed for all or any part of the property of such party or such party makes any assignment for the benefit of its creditors;
- (iv) In the case of Spansion, Spansion shall be in default in the event that the Chapter 11 Case is converted to chapter 7;
- (v) In the case of Spansion Japan, Spansion Japan shall be in default in the event that it liquidates, dissolves, or otherwise winds up its operations; and
- (vi) Such party breaches any of its material obligations under this Agreement (other than those covered in Section 14(i)-14(iv) above).

Upon the occurrence of an Event of Default specified in clauses (i) through (v) above, the party not in default shall have the right upon written notice to the party in default, to immediately terminate this Agreement.

Upon the occurrence of an Event of Default specified in clause (vi) above, the party not in default shall provide written notice to the party in default (a "Default Notice") of such Event of Default. Within five (5) days of the delivery of the Default Notice, representatives of the parties shall meet and confer to negotiate in good faith to cure such Event of Default or reach such other agreement acceptable to both parties. In the event that such meetings do not cure the Event of Default within fifteen (15) days of the Default Notice, senior officers of each party shall meet and confer to negotiate in good faith to cure such Event of Default or reach such other agreement acceptable to both parties. In the event that such meetings do not cure the Event of Default or no acceptable agreement is reached within thirty (30) days of the Default Notice, the parties shall submit any remaining disputes to an independent, third-party mediator acceptable to both parties. In the event that no agreement is reached by the parties as a result of such mediation within thirty (30) days of the commencement of such mediation, the party not in default shall have the right, upon written notice to the party in default, to immediately terminate this Agreement.

15. GENERAL

15.1 No party shall be liable for failure to perform, in whole or in material part, its obligations under this Agreement if such failure is caused by an event or condition not existing as of the Effective Date and not reasonably within the control of the affected party, including, without limitation, by fire, flood, typhoon, earthquake, explosion, strikes, labor troubles or other industrial disturbances, unavoidable accidents, war (declared or undeclared), acts of terrorism, sabotage, embargoes, blockage, acts of governmental authorities, riots, insurrections, or any other cause beyond the control of the parties; provided, that the affected party promptly notifies the other party of the occurrence of the event of force majeure set forth above and takes all reasonable steps necessary to resume performance of its obligations so interfered with.

15.2 It is agreed and understood that neither party is the agent, representative or partner of the other party and neither party has any authority or power to bind or contract in the name of or create any liability against the other party in any way or for any purpose pursuant to this Agreement. It is understood

that Spansion Japan is an independent contractor. Each party expressly reserves the right to enter into other similar agreements with other parties on the same or on different terms.

15.3 This Agreement shall not be assigned by Spansion Japan whether voluntarily or involuntarily or by operation of law, in whole or in part, to any third party without the prior written consent of Spansion, provided that Spansion Japan may assign its rights and obligations under this Agreement to any purchaser or transferee of JV3 at Aizu so long as such purchaser or transferee is not a Spansion Competitor. In the event of a permitted assignment, transfer or change of control under this Section 15.3, the assigning party will have no further obligations arising after the date of the assignment with respect to this Agreement, provided that the assignee agrees in writing to assume and be bound by the terms, conditions and obligations of such party hereunder. Any purported assignment, transfer, or change of control not in compliance with this Section 15.3 shall be null and void from the beginning.

15.4 Failure or neglect by either party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of such party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice such party's rights to take subsequent action.

15.5 All notices required or permitted to be given hereunder shall be in writing by first class certified or registered airmail, postage prepaid, if confirmed or acknowledged, to the addresses specified below or to such other address as may be specified in writing by the addressed party to the other party in accordance with this Section 15:

if to Spansion:

Attn: Legal Department
915 DeGuigne Drive
Sunnyvale, California 94088-3453, U.S.A.

if to Spansion Japan:

Attn: Trustee
2 Takaku-Kogyodanchi
Aizuwakamatsu-shi, Fukushima, 965-0060, Japan

Each such notice or other communication shall for all purposes be treated as effective or as having been given as follows: (i) if delivered in person, when delivered; (ii) if sent by airmail, at the earlier of its receipt or at 5 p.m., local time of the recipient, on the seventh day after deposit in a regularly maintained receptacle for the disposition of mail or airmail, as the case may be; and (iii) if sent by recognized courier service, on the date shown in the written confirmation of delivery issued by such delivery service. Either party may change the address and/or addressee(s) to whom notice must be given by giving appropriate written notice at least fourteen (14) days prior to the date the change becomes effective.

15.6 In the event that any clause, sub-clause or other provision contained in this Agreement shall be determined by any competent authority to be invalid,

unlawful or unenforceable to any extent, such clause, sub-clause or other provision shall to that extent be severed from the remaining clauses and provisions, or the remaining part of the clause in question, which shall continue to be valid and enforceable to the fullest extent permitted by law.

15.7 The headings to the clauses, sub-clauses and parts of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. Any ambiguity in this Agreement shall be interpreted equitably without regard to which party drafted the Agreement or any provision thereof. The terms "this Agreement," "hereof," "hereunder," and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation" and "discretion" means sole discretion. The official text of this Agreement shall be in the English language, and any interpretation or construction of this Agreement shall be based solely on the English language text.

15.8 The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended; rather, these rights and obligations shall be governed in all respects by the laws of the State of California exclusively, as such laws apply to contracts between California residents performed entirely within California.

15.9 In performing its duties under this Agreement, each party hereto shall at all times comply with all applicable international, federal, state and local laws and shall not engage in any illegal or unethical practices, including without limitation the Foreign Corrupt Practices Act of 1977 and any anti-boycott laws, as amended, and any implementing regulations.

15.10 Spansion and Spansion Japan shall use their best efforts to resolve by mutual agreement any disputes, controversies, or differences which may arise from, under, out of, or in connection with this Agreement.

15.11 This Agreement shall become effective as of the Effective Date, subject to (i) approval by the Tokyo District Court in connection with the Spansion Japan Proceeding, and (ii) approval of the Bankruptcy Court having jurisdiction over the Chapter 11 Case.

15.12 This Agreement supersedes any arrangements, understandings, promises or agreements as to the subject matter of this Agreement made or existing between the parties prior to the latest date on which this Agreement is executed by either party. This Agreement constitutes the entire understanding between the parties as to the subject matter of this Agreement. Except as otherwise provided herein, no addition, amendment to or modification of this Agreement shall be effective unless it is in writing and signed by and on behalf of both parties. It is acknowledged that the terms of this Agreement have been negotiated between the

parties and that each party was represented by separate counsel. Notwithstanding the foregoing, nothing contained in this Agreement shall constitute a waiver, release of, or amendment or other modification to, any other agreement between the parties relating to a subject other than the subject matter of this Agreement.

15.13 Nothing contained in this Agreement shall be deemed to prohibit Spansion Japan from selling Aizu, provided that Spansion Japan provide Spansion with at least sixty (60) days written notice of such sale.

15.14 Except as otherwise expressly provided herein, in no event shall the terms of this Agreement be deemed to apply to any products produced, whether wholly or partially processed, by Spansion Japan prior to January 9, 2010.

15.15 Exhibits.

Exhibit A: [Intentionally Omitted]

Exhibit B: Quarterly Pricing

Exhibit C: [Intentionally Omitted]

Exhibit D: Q110 through Q211 Minimum Commitment

Exhibit E: [Intentionally Omitted]

Exhibit F: R&D Wafers

Exhibit G: Purchase Order

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed and executed.

SPANSION JAPAN LIMITED

SPANSION LLC

Authorized Signature

Authorized Signature

Name

Name

Title

Title

Date

Date

Exhibit A:

[Intentionally Omitted]

Exhibit B: Quarterly Pricing

1. Per Wafer Price (for finished unsorted Wafers from JV3 during an applicable Quarter)

Q110 through Q211:

- JPY 50,000.00.

2. Sort Service Fee Calculation

- \$27/hr for Q2/52 tester and V3308 tester
- \$50/hr for V5400 tester
- \$60/hr for BIST FOX tester

3. Minimum Tester Availability

The number of testers and minimum availability shall be as follows for the following testers:

Tester	JV3	SP1	Total # of Testers	Minimum Availability
V5400	30	27	57	97%
V3308	39	0	39	97%
Q2/52	23	0	23	97%
FOX1/AEHR BIST	0	17	17	95% ¹

4. Yield Adjustment

Definitions

- 1) "Minimum Yield" means, with respect to a particular sorted Wafer, the minimum acceptable Yield for such sorted Wafer as set forth below.
- 2) "Target Yield" means, with respect to a particular sorted Wafer, the Target Yield for such sorted Wafer as set forth in the applicable QBP.
- 3) "Yield" means the percentage represented by net Die per Wafer divided by gross Die per Wafer.

Summary

The parties agree on the Target Yield as specified in the applicable QBP and the below Minimum Yield for the Wafers. Compliance with the Target Yield standards is a performance obligation of Spansion Japan under this Agreement. Without limiting the foregoing, Spansion shall have the right to reject any individual Wafer or its entire lot which do not meet the Minimum Yield.

¹ Excludes shut-down tools.

Spansion Japan shall neither ship nor bill Spansion for any Wafer that, to Spansion Japan's knowledge, fails to meet the Minimum Yield applicable thereto unless specifically instructed in writing by Spansion to do so. Spansion Japan shall notify Spansion at the earliest possible time of any Wafer that is below the Minimum Yield or otherwise fails to meet the applicable quality standards. Spansion Japan must notify Spansion in advance of shipment of any Wafers that do not comply with the requirements of this Exhibit or Agreement.

If Spansion Japan scraps Wafers ordered by Spansion pursuant to the Q110 through Q211 Minimum Commitment or a subsequent QBP due to Spansion's change to a particular mask set or at Spansion's direction, Spansion shall pay to Spansion Japan a pro rata portion of the Wafer price based on the number of steps through which such Wafers had been processed at the time such Wafers were scrapped. For clarification purposes, such pro rata payment shall apply only to Wafers that Spansion committed to purchase pursuant to the Q110 through Q211 Minimum Commitment or a subsequent QBP.

Target Yield

As specified in the applicable QBP.

Minimum Yield

- JV3 - 40%
- SP1 - 25%

Contingency Cases

If the actual quarter average Yield for a particular device falls below the Target Yield as defined in a particular QBP by three percent (3%) within any given Quarter, the price per Wafer shall be adjusted pro rata as follows: Spansion shall pay Spansion Japan the actual Yield divided by the Target Yield times the base Wafer price.

If the actual quarter average Yield for a particular device falls above the Target Yield as defined in a particular QBP by three percent (3%) within any given Quarter, the price per Wafer shall be adjusted pro rata as follows: Spansion shall pay Spansion Japan the actual Yield divided by the Target Yield times the base Wafer price.

Exhibit C:

[Intentionally Omitted]

Exhibit D: Q110 through Q211 Minimum Commitment

Spansion agrees to purchase from Spansion Japan as the Q110 through Q211 Minimum Commitment the following volume of JV3 unsorted Wafers of the following technologies: 110 nm, 130 nm, and 170 nm, at the pricing agreed on by the parties in Exhibit B:

	Q110	Q210	Q310	Q410	Q111	Q211
	35,000	35,000	35,000	35,000	30,000	30,000

Spansion agrees to pay Spansion Japan for Wafer sort services as agreed by the parties in Exhibit B.

If Spansion Japan scraps Wafers ordered by Spansion pursuant to the Q110 through Q211 Minimum Commitment or a subsequent QBP due to Spansion's change to a particular mask set or at Spansion's direction, Spansion shall pay to Spansion Japan a pro rata portion of the Wafer price based on the number of steps through which such Wafers had been processed at the time such Wafers were scrapped. For clarification purposes, such pro rata payment shall apply only to Wafers that Spansion committed to purchase pursuant to the Q110 through Q211 Minimum Commitment or a subsequent QBP. At Spansion's option, Spansion may reduce the Q110 through Q211 Minimum Commitment by the pro rata amount paid by Spansion for such scrapped Wafers.

Exhibit E:

[Intentionally Omitted]

Exhibit F: R&D Wafers

Spansion may purchase Wafers for products not yet qualified for commercial production ("R&D Wafers") from Spansion Japan, and Spansion Japan agrees to provide such R&D Wafers at the following price: the Wafer pricing agreed on by the parties in Exhibit B plus ten (10) percent.

Spansion may also purchase partially processed R&D Wafers from Spansion Japan, and Spansion Japan agrees to provide such partially processed R&D Wafers at the following price: a pro rata portion of the Wafer pricing agreed on by the parties in Exhibit B plus ten (10) percent.

If Spansion Japan scraps R&D Wafers ordered by Spansion pursuant to a valid Spansion purchase order after the Effective Date due to Spansion's change in a particular mask set or at Spansion's instruction, Spansion shall pay to Spansion Japan a pro rata portion of the R&D Wafer price based on the number of steps pursuant to which such R&D Wafers had been processed at the time such R&D Wafers were scrapped. For clarification purposes, such pro rata payment shall apply only to R&D Wafers that Spansion committed to purchase pursuant to a valid Spansion purchase order.

Exhibit G: Purchase Order



Spansion LLC
 915 DeGuigne Drive
 P.O. Box 3453
 Sunnyvale CA 94088-3453

Phone: 1-408-962-2500
 Fax: 408-982-6254
 Internet: www.spansion.com

Purchase Order

Bill To:

Spansion LLC - US Sunnyvale
 5204 East Ben White Blvd.
 Mail Stop 13Png
 Austin TX 78741

Vendor Address

Spansion Japan Limited - Takaku
 JAPAN

Information

PO Number 5100226752 Rev No: 00
 Date 2010/01/14
 Vendor No. 2100062
 Currency JPY
 CA Permit No. SRGH100-241785
 TX Permit No. 1-65-1180482-1

Ship To:

Spansion LLC - US Sunnyvale
 943 DeGuigne Dr.
 SUNNYVALE CA 94085
 USA

Item	Material/Description	Dely Date	Qty	UM	Net Price	Net Amount
	<p>provided during the period starting [] and ending [].</p> <p>2. Japan will ship wafers to LLC's locations in accordance with the weekly schedules below and attached. The schedule may be adjusted through the weekly estimate package process.</p> <p>3. This PO is issued pursuant to the amended foundry agreement. JV3 wafers shipped and sort services provided pursuant to this PO will count toward the minimum purchase commitments as provided in the amended foundry agreement.</p> <p>4. Spansion Japan will invoice Spansion for wafers on a "wafer out" basis for all wafers purchased by Spansion under this purchase order. Spansion Japan will invoice Spansion on a monthly basis for sort service fees.</p> <p>5. Payment from LLC to Spansion Japan shall be made in Japanese Yen through wire transfer, or other means agreed upon by the parties. Payment will be due five (5) Japanese business banking days after the 15th of the second month following the month of invoice.</p> <p>6. Spansion Japan shall deliver all wafers covered by this PO to Spansion on a FCA (Incoterms 2000) Narita Airport basis, unless otherwise agreed by the parties. Spansion Japan shall pay for freight and insurance up to Narita Airport and Spansion shall be responsible for all freight and insurance beyond that point.</p> <p>7. Wafer Prices (unsorted)</p> <ul style="list-style-type: none"> - Price for JV3 die is based on unsorted wafer price of JPY [50,000]. - Price for SP1 die is based on unsorted wafer price of JPY [160,000]. - Price for FSET die is based on unsorted wafer price of JPY [47,000]. <p>8. Sort Service Fee</p> <ul style="list-style-type: none"> - \$27/hr for Q2/52 tester and V3308 tester - \$50/hr for V5400 tester 					



Spansion LLC
 915 DeGuigne Drive
 P.O. Box 3453
 Sunnyvale CA 94088-3453

Phone: 1-408-962-2500
 Fax: 408-982-6254
 Internet: www.spansion.com

Purchase Order

Bill To:

Spansion LLC - US Sunnyvale
 5204 East Ben White Blvd.
 Mail Stop 13Png
 Austin TX 78741

Vendor Address

Spansion Japan Limited - Takaku
 JAPAN

Ship To:

Spansion LLC - US Sunnyvale
 943 DeGuigne Dr.
 SUNNYVALE CA 94085
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Item	Material/Description	Dely Date	Qty	UM	Net Price	Net Amount
0010	- \$60/hr for BIST FOX tester example: FSET wafers to FMO DETAIL TEXT EXAMPLE: IDV QTY 2222ZZZZ 100 3333BBBB 20	2010/01/30	1.000	AU	1	1
						Net value incl. disc 1
						Tax 0
						Total Price 1

1. Acceptance Of Order. Vendor may accept this order (including these terms and conditions) either in writing or by any conduct that acknowledges the existence of a contract pertaining to the subject matter hereof. This order can be accepted only upon the terms and conditions specified herein and on the face hereof, including any specifications, drawings or other documents as are incorporated by reference. If Vendor has previously proposed or subsequently proposes any terms that add to, vary from, or conflict with the terms herein, such terms are hereby objected to and rejected by SPANSION. If this Order has been issued by SPANSION in response to an offer from Vendor and if any of the terms herein are additional to or different from any terms of such offer, then the issuance of this Order by SPANSION shall constitute an acceptance of such offer subject to the express conditions that Vendor agree to such additional and different terms contained herein, and Vendor shall be deemed to have so agreed unless Vendor notifies SPANSION to the contrary in writing within ten (10) days of receipt of this Order. In the event that this Order is designated by SPANSION as a Blanket Purchase Order or Scheduling Order, as indicated on the face hereof, SPANSION shall have an option, but not the obligation, to procure up to the quantity of Products, Services and/or Software (defined below) described on the face hereof at the pricing and during the time period specified by providing separate subsequent release orders to Vendor. Each release shall be subject to the terms and conditions hereof.

2. Products, Services And Software; Prices. 2.1. Vendor will sell to SPANSION the Products (the "Products"), provide to SPANSION the services (the "Services") and or license the software and user documentation (the "Software"), as specified on the face of this Order. Vendor will comply with the quantity and delivery requirements of this Order; however, any forecasts or other information it may provide will not bind SPANSION to Vendor, and any expenditures or commitments by Vendor in anticipation of SPANSION's requirements will be at Vendor's sole risk and expense.

2.2. Unless otherwise specified on the face hereof, any Software being procured under this Order is being licensed and not sold, and accordingly, the words "purchase," "sold," or similar or derivative words are understood and agreed to mean "license." Vendor grants to SPANSION a transferable, perpetual, nonexclusive, fully paid-up, worldwide license (the "License") to install, reproduce and use the Products subject to the terms of this Order. In the event that SPANSION is obtaining a license for source code of any of the Software, in order for SPANSION to obtain compatibility with other independently created software programs, SPANSION has the right to revise, disassemble, reengineer, decompile or otherwise alter the Software to the extent necessary for interoperability or increased functionality.

2.3. Vendor agrees that the price(s) set forth on the face of this Order is firm, and is not subject to increase. Further, the price(s) are exclusive of freight charges, duty and applicable sales and use taxes, but are inclusive of all other charges including any charges for labeling, packing and crating, any finishing or inspecting fees, any applicable royalties, and all other taxes. However, SPANSION will have no liability for any tax for which it has an appropriate exemption. Further, by accepting this Order, Vendor represents that the price(s) to be charged for any Product, Service or Software is not in excess of the price charged to other customers for a Product, Service or Software that is either identical or has substantially the same functionality, components and feature sets and are perceived or marketed as a competing product, service or software. In the event more favorable terms are granted, or in the event of a general price decrease with respect to any Product, Service or Software, Vendor will notify SPANSION and the more favorable terms or price will apply to all such Products, Services or Software not yet delivered to SPANSION as of the date of such grant or decrease.

3. Invoices And Payment. 3.1. Invoices shall be itemized, submitted in duplicate and contain the following information: PO or Document number on the face hereof, item number, description of goods and services, sizes, quantities, unit prices, and extended totals in addition to any other information specified elsewhere herein. Payment of an invoice shall not constitute acceptance of any Products, Services or Software and shall be subject to adjustment for errors, overcharges, shortages or defects in the Products, Services or Software, or other failure of Vendor to meet the requirements of the Order. Payment will be due as stated on the face hereof, but not prior to SPANSION's acceptance of the Product, Service or Software. Unless otherwise specified on the face of this Order, all payments will be made in U.S. currency.

3.2. SPANSION, without liability to Vendor, may deduct from any amounts due to Vendor, any amounts owed to SPANSION or any of SPANSION's affiliates by Vendor or any of Vendor's affiliates under this Order or otherwise, and may withhold any payment without penalty to SPANSION if Vendor owes any amount of money to SPANSION or SPANSION's affiliates.

3.3. In accepting this Order, Vendor affirms that there are no prior defaults with regard to any previously issued Order.

4. Delivery And Acceptance. TIME IS OF THE ESSENCE UNDER THIS ORDER. Delivery will not be deemed to be complete until the Products, Services or Software have been accepted by SPANSION. If delivery is not completed by the delivery date on the face hereof (Delivery Date), SPANSION may, without liability, in addition to its other rights and remedies, cancel the Order in whole or in part. SPANSION may refuse to accept early deliveries and may return them at Vendor's risk and expense, after which they will be redelivered only upon SPANSION's instructions, or may store them at Vendor's risk and expense and delay processing the corresponding invoice until the Delivery Date. If it appears that Vendor will not meet the Delivery Date, Vendor will (i) immediately notify SPANSION and (ii) ship by air freight or other expedited routing, at Vendor's expense, if and in the manner requested by SPANSION. If only a portion of the Products are available for shipment to meet the Delivery Date, Vendor will notify SPANSION and ship the available Products unless otherwise directed by SPANSION. SPANSION may return any unauthorized undershipment or any overshipment at Vendor's risk and expense. In the event that SPANSION notifies Vendor of any rejection of any Product, Service or Software, Vendor shall, at SPANSION's option, refund SPANSION for payment of the Products, Services and/or Software. Acceptance of any Products, Services and/or Software shall in no way release Vendor of any of its obligations hereunder (warranty or otherwise) or to which SPANSION may be entitled at law or in equity. If Vendor's failure to timely deliver Products, Services and/or Software causes SPANSION to be unable to timely deliver goods to SPANSION's customers, Vendor will indemnify SPANSION for any damages, costs, penalties or other amounts that SPANSION pays to its customers as a result of such delay.

5. Shipments. Unless otherwise specifically provided on the face of this Order, shipments are DDP (as defined in Incoterms 2000) at SPANSION's ship-to location ("Destination"). Title shall pass to SPANSION upon acceptance of Products and Software at Destination. Vendor will handle, pack, mark and ship the Products or Software in accordance with SPANSION's packing specifications (or, if none are applicable, in accordance with best commercial practice). Shipments will be made by the carrier and method specified in this Order. If the face of this Order specifies that a shipment is EXW or FCA (as defined in Incoterms 2000) SPANSION will be responsible for freight charges to the destination designated on the face hereof. Any costs incurred by SPANSION as a result of Vendor's failure to comply with SPANSION's routing instructions shall be borne by Vendor.

6. Inspection. Vendor will permit, and cause its subcontractors to permit, SPANSION, its direct or indirect customers, their respective representatives and any government representatives ("Representatives") to witness and inspect Products or Services and any or all stages of their production or testing at any time at the facilities of Vendor or any of its subcontractors. Vendor will furnish, or cause to be furnished, without charge, all reasonable facilities and assistance for the safety and convenience of such persons in the performance of their duty. All Products and Services are subject to inspection and acceptance at Destination, notwithstanding any prior payments or inspection. SPANSION may reject an entire lot based upon a sampling or inspect all units of the lot. Any such lot may be returned to Vendor for one hundred percent (100%) retesting at Vendor's cost. After the retesting, the lot may be reinspected by SPANSION. SPANSION's acceptance is always conditional; SPANSION may later reject Products or Services that exhibit or develop defects. In the event either party becomes aware that a hazard may exist in any Product and the defect is capable of causing death or bodily injury to any person or property damage ("Hazard"), that party shall immediately notify the other party. Vendor shall be responsible for any and all costs associated with a hazard including the cost of effecting a recall of the Product, including but not limited to the reasonable out-of-pocket costs to SPANSION.

7. Warranty. 7.1. Vendor represents, warrants and covenants that (a) the Products, Services and Software shall: (a) be new and free from defects in workmanship, material, manufacture, and design and shall be free and clear of all liens, claims, encumbrances and other restrictions; (b) conform to specifications, any statements in documentation and packaging, and any approved samples; (c) be merchantable, fit for the particular purpose and sufficient for the use intended by SPANSION. Vendor further warrants that the purchase, sale, performance or license of the Products, Services and Software shall in no way infringe or otherwise violate any copyright, trade secret, trademark, patent or other proprietary right of any third party. Additionally, Vendor represents, warrants and covenants that Software: (e) is free from any programming errors; and (f) does not contain any malicious code, program or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy or alter any computer program, firmware or hardware on which could, in any manner, reveal, damage, destroy or alter any data or other information accessed through or processed by the Software in any manner. The warranties set forth in sections (e) and (f) shall not be affected by SPANSION's modification of the Software, including source code, so long as Vendor can discharge any warranty obligations notwithstanding such modifications or following their removal by SPANSION. Additionally, Vendor will indemnify SPANSION for any damages, costs, penalties or other amounts incurred by SPANSION resulting from Vendor's breach of warranty, including any amounts paid by SPANSION to its customers. The foregoing warranties are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by SPANSION. SPANSION's approval of Vendor's material or design shall not relieve Vendor of the warranties set forth herein. Vendor's warranty shall be effective for a period of time set forth on the face of this Order, or if no such period is stated, for five (5) years from the date of SPANSION's acceptance. This warranty shall run to SPANSION's customers and users of its products.

7.2. If any Product, Service or Software (including any rejected lot) does not conform to all requirements of this Order ("Noncomplying Product"), SPANSION may, at its option, (i) require Vendor to deliver replacement or repaired Products or Software or conforming Services to SPANSION no later than ten (10) days after SPANSION's notice of noncompliance or (ii) repair or replace the Noncomplying Product and recover from Vendor SPANSION's reasonable expenses of same (and Vendor hereby grants SPANSION and its designees all rights, and agrees to provide all information and technical data, necessary for any such repair). Repaired or replacement Products will be warranted by Vendor for the longer of (i) five (5) years from delivery to SPANSION or (ii) the remainder of the original warranty period.

8. Changes And Cancellations. SPANSION may reschedule Delivery Dates, change Destinations, make any other changes (including changes to designs and specifications) with respect to this Order, or may cancel this Order, in whole or in part, at any time prior to delivery and acceptance by notice to Vendor. If any change by SPANSION causes an increase or decrease in the cost of or the time required for performance of this Order, an equitable adjustment, as reasonably determined by SPANSION, will be made to the Order price or delivery schedule, or both, and the Order will be modified in writing accordingly. Otherwise, SPANSION's sole liability with respect to changes or cancellation will be to reimburse Vendor for the actual, reasonable and substantiated costs incurred by Vendor as a direct result of the change or cancellation that Vendor cannot recover either by shipping the Products to other customers within a reasonable time or by exercising other mitigation measures in a commercially reasonable manner. If so directed

by SPANSION, Vendor will deliver to SPANSION or its designee all materials, work in process or completed items with respect to such Products and Services. Vendor will not make any changes in material, process or design with respect to any Products or Services.

9. Indemnity. 9.1. Vendor will defend any and all claims or allegations against SPANSION, its subsidiaries, affiliates, officers, directors, employees, subcontractors, consultants, agents, successors, assigns, and customers (SPANSION Personnel) that: (i) the Products, Services, or Software, or any portion thereof, on their own or in combination with other goods and services, infringe any third-party patent, copyright, trademark, trade secret, mask work right or other intellectual property right; or (ii) the Products, Services, or Software (in Vendor's possession) caused injury, death, or damages; or (iii) arise or are alleged to have arisen as a result of any negligent and/or intentional act or omission of Vendor or Vendor's subcontractors (of any tier), consultants, agents, officers, directors, employees, or breach by Vendor of any term of this order. Vendor will indemnify and hold SPANSION and SPANSION Personnel harmless from and against any costs, damages and fees attributable to any such claims or allegations. SPANSION shall: (a) notify Vendor promptly in writing of any such claims or allegations; (b) permit Vendor to answer and defend the claim using competent counsel acceptable to SPANSION in its reasonable discretion; and (c) provide information and assistance reasonably necessary to enable Vendor to defend the claim (at Vendor's expense). Vendor's indemnification obligation includes, without limitation, payment of all attorney and other professional fees, costs of appeal, and other costs incurred in defending any such claims, as well as all amounts SPANSION pays its customers as a result of Vendor's Products, Services, or Software. SPANSION will not settle any such claim or allegation without Vendor's prior permission, provided that such permission is not unreasonably withheld. Vendor may not enter into any settlement that imposes any obligation on SPANSION or SPANSION Personnel without SPANSION's prior written consent. Vendor will not publicize or permit any third party to publicize any settlement of such claim or allegation without SPANSION's written permission. If Vendor does not agree that the claim or suit is fully covered by this indemnity provision, then the parties agree to negotiate in good faith a equitable arrangement regarding the control of defense of the claim or suit and any settlement thereof consistent with Vendor's obligations hereunder. If a third party claims that the Products, Services, or Software infringe an intellectual property right, or if the use of any Products, Services, or Software is enjoined, or if Vendor believes that any Products, Services, or Software is infringing, Vendor will promptly notify SPANSION in writing and, at its own expense, exercise the first of the following remedies that is practicable: (i) obtain for SPANSION from such third party rights with respect to the Products, Services, or Software consistent with the rights granted to SPANSION by Vendor under this order; (ii) modify the Products, Services, or Software so they are non-infringing and in compliance with all applicable requirements and specifications; (iii) replace the Products, Services, or Software with non-infringing versions that comply with the requirements of this order and all applicable requirements and specifications; or (iv) at SPANSION's request, accept the cancellation of infringing Products, Services, or Software and refund any amounts paid.

9.2. Vendor shall carry and maintain insurance coverage satisfactory to SPANSION to cover Vendor's obligations set forth in subparagraph (a) above, and upon SPANSION's request, shall furnish SPANSION with evidence of such insurance in a form satisfactory to SPANSION.

10. Non-Disclosure Of Confidential Information. The existence and terms of this Order; any data, specifications, drawings, technology or other information or materials that relate to the business, technology, prospects, financial condition or other proprietary or confidential information of SPANSION which Vendor may obtain from SPANSION or otherwise discover, and all Vendor's information derived from or incorporating any of the foregoing shall be maintained by Vendor as confidential using the same degree of care that Vendor uses to protect its own confidential information or materials (but no less than reasonable care) and shall be used only for purposes of performing pursuant to this Order. Vendor agrees not to use the name, logos or trademarks of SPANSION or to quote the opinion of any SPANSION employee in any advertising or otherwise without obtaining the prior written consent of SPANSION. Absent a formal written agreement to the contrary, all data, specifications, drawings, technology and other information or materials supplied to SPANSION by Vendor will be provided to SPANSION on a non-confidential basis and may be used and/or disclosed by SPANSION without restriction.

11. SPANSION Property; Intellectual Property Rights. 11.1. All tools, specifications, designs, or other property furnished to or paid for by SPANSION in connection with this Order (SPANSION Property), shall (a) be and remain SPANSION's property, marked as such and kept segregated from other property; (b) be used only by Vendor and only in performance of this Order; (c) not be moved from Vendor's premises without SPANSION's written consent; (d) not be affixed to real property; (e) be kept free of all liens, claims, encumbrances, and restrictions; and (f) not be modified or altered by Vendor or any other person. Vendor will bear all risk of loss or damage to SPANSION Property and Vendor shall insure SPANSION Property at Vendor's expense in an amount equal to the replacement cost with loss payable to SPANSION until it is returned to SPANSION. Upon SPANSION's request Vendor will ship at Vendor's expense all SPANSION Property in good condition, ordinary wear and tear excepted, DDP (as defined in Incoterms 2000) to SPANSION's ship-to location (Destination). Vendor waives any legal or equitable rights or claims in connection with SPANSION Property.

11.2. Vendor hereby assigns (and agrees to cause to be assigned) to SPANSION, as a work-for-hire, all rights, title and interest in and to any and all intellectual property rights with respect to all writings, software, drawings, designs, expressions of ideas, or other copyrightable material, mask works, inventions, improvements, developments and discoveries (collectively referred to as the Ideas) made, conceived or reduced to practice by Vendor solely or in collaboration with others during the course of performance of this Order are the sole property of SPANSION. Vendor further agrees to assist SPANSION, at SPANSION's expense, to enable SPANSION to obtain, perfect, defend, and enforce its rights in and to all such Ideas, and in the execution of all applications, specifications, assignments, and all other instruments which SPANSION shall deem necessary in order to apply for and obtain copyright protection, mask work registration and/or patent protection.

12. Epidemic Failure Event. 12.1. "Epidemic Failure Event" shall mean Product failures (i) having the same or similar cause, verified by the Vendor, by SPANSION, or an independent third party on behalf of SPANSION (ii) occurring within five (5) years after the date of delivery of the Product to SPANSION (iii) resulting from defects in materials, workmanship, manufacturing process, design or failure to conform with the SPANSION specifications, (iv) having a one-month failure rate equal to or in excess of the rate calculation defined as two times (2x) the most current, consecutive six-month (or any other mutually agreed upon, currently monitored duration) rolling average failure rate where the failure rate is calculated by dividing the number of unit failures by the unit population or installed base (Failure Rate = N unit failures / N unit population) (Threshold Failure Rate). The Threshold Failure Rate shall apply to all Product unless SPANSION and Vendor have agreed in writing to an alternative metric for a particular Product. Upon occurrence of an Epidemic Failure Event, the remedies of Section 12.2 and 12.3 shall apply to the entire Product population affected or potentially affected by the root cause failure (Affected Product).

12.2. Upon knowledge of an Epidemic Failure Event, SPANSION shall notify Vendor, and provide, if known and as may then exist, a description of the failure, and the suspected lot numbers, serial numbers or other identifiers, and delivery dates, of the Affected Product. Upon written request from Vendor, SPANSION shall also deliver or make available to Vendor samples of the failed Product for testing and analysis. Upon receipt of such Product from SPANSION, Vendor shall promptly provide its preliminary findings regarding the cause of the failure. The parties shall cooperate and work together to determine the root cause. Thereafter, Vendor shall promptly provide the results of its root cause analysis, its proposed plan for the identification of and the repair and/or replacement of the Affected Product, and such other appropriate information. Vendor shall recommend a corrective action program, subject to SPANSION's written approval, that identifies the Affected Product for repair or replacement, and minimizes disruption to the end user. Upon SPANSION's written approval, Vendor shall implement the corrective action program.

12.3. Upon occurrence of an Epidemic Failure Event, Vendor shall: (1) at SPANSION's option: (i) either repair and/or replace the Affected Product at no cost to SPANSION, or (ii) provide a credit or payment to SPANSION in an amount equal to the cost to SPANSION for qualified, replacement Product acceptable to SPANSION; and (2) reimburse SPANSION for all labor, equipment and processing costs incurred by SPANSION or third parties in the implementation of the corrective action program, including test procedures, test equipment, the testing of Product, the cost of repairing and/or replacing the Affected Product, reasonable freight, transportation, customs, duties, insurance, storage, handling and other incidental shipping costs incurred by SPANSION in connection with the repair and/or replacement of the Affected Product or other expenses related to a product recall, and any amounts that SPANSION is required to pay to its customers as a result of the Epidemic Failure Event to the extent attributable to the Product.

13. Limitation Of SPANSION's Liability. IN NO EVENT SHALL SPANSION BE LIABLE FOR ANTICIPATED OR LOST PROFITS OR FOR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. SPANSION'S TOTAL LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THIS ORDER OR FROM THE PERFORMANCE OR BREACH THEREOF SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE GOODS OR SERVICES OR UNIT THEREOF WHICH GIVES RISE TO THE CLAIM. SPANSION EXPLICITLY REJECTS, AND SHALL NOT BE LIABLE FOR, ANY CANCELLATION CHARGES, LATE FEES, PENALTIES, OR LIQUIDATED DAMAGES.

14. Compliance With Laws. Vendor shall comply with all federal, state, local and governmental agency laws, ordinances, rules and regulations in the manufacture and sale of the goods and in the performance of services covered in this Order. In addition, Vendor shall comply with the Export Control Laws and regulations of the United States and any amendments thereof. While Vendor is on SPANSION's premises, Vendor shall comply with SPANSION's site policies, procedures, and programs relevant to Vendor's provision of goods and/or services. Vendor will further comply with SPANSION's Code of Conduct. The current version of this Code is available upon request and posted at www.spansion.com. As SPANSION may modify this Code at any time, Vendor shall periodically review the current version of the Code. Vendor agrees to comply with the equal opportunity and affirmative action requirements set forth in 41 CFR §§ 60-1.4(a), 60-741.5(a), and 60-250.5(a), if applicable.

15. Government Contracts. If the Products, Services or Software are to be used by SPANSION in the performance of a government contract or subcontract, those clauses of the applicable government procurement regulations (including Executive Orders promulgated thereunder) that are required by federal law to be included in government contracts or subcontracts will be deemed to apply to this Order and will be incorporated by reference. The clauses so incorporated applying to Vendor, as though Vendor were a prime contractor, will be interpreted in such manner as will enable SPANSION to meet its obligations arising out of the government contract or subcontract.

16. General Provisions. Vendor shall assign no right or obligation under this Order (including the right to receive monies due hereunder) without the prior written consent of SPANSION, and any purported assignment without such consent shall be void. Vendor may not subcontract or complete articles or major components without SPANSION's prior written consent. SPANSION may assign this Order at any time upon notice to Vendor. The failure of SPANSION to enforce at any time any of the provisions of this Order, to exercise any election or option provided herein, or to require at any time performance by Vendor of any of the provisions herewith shall in no way be construed to be a waiver of any such provisions, or the right of SPANSION thereafter to enforce each and every such provision. Vendor warrants that it has not offered or given and will not offer or give to any employee, agent or representative of SPANSION any gratuity with a view toward securing any business from SPANSION or influencing such person with respect to the terms, conditions or performance of this Order or any contracts with SPANSION. Vendor and SPANSION are independent contractors; neither is an agent or employee of the other or has any authority to assume or create any obligation or liability of any kind on behalf of the other. Any provision of this Order that is invalid or unenforceable under applicable laws with respect to a particular party or circumstance will be severed from this Order with respect to such party or circumstance without invalidating the remainder of this Order or the application of such provision to other persons or circumstances. The term including means including without limitation. The headings used in this Order have no legal effect.

17. Applicable Law. This Order shall be governed by and construed in accordance with the laws of the State of California. Services and Software provided hereunder shall be deemed to be "goods" within the meaning of the California Uniform Commercial Code. The provisions of the United Nations Convention on the International Sale of Goods shall be excluded without regard to principles of conflicts of law. Further, SPANSION and Vendor hereby irrevocably consent to the exclusive jurisdiction of the courts of the State of California and the federal courts situated in the State of California, in connection with any action brought by either party arising under or related to this Order.

18. Import/Export Requirements. Vendor will certify to, and mark Products and packaging with, the country of origin for each Product so as to satisfy the requirements of customs authorities of the country of receipt and any other applicable laws. If any Products are imported, Vendor will, at SPANSION's request, either (i) allow SPANSION to be the importer of record or (ii) provide SPANSION with any documents required to prove importation and to transfer duty drawback rights to SPANSION.

19. Disputes; Default; Remedies; Attorneys Fees; Survival. 19.1. Notwithstanding anything to the contrary in this Order, in the event (a) Vendor fails to comply with any of the terms and conditions herein, (b) Vendor fails to provide SPANSION, upon request, with reasonable assurances of performance, or (c) Vendor makes an assignment for the benefit of its creditors, a receiver is appointed for Vendor, or any bankruptcy or insolvency proceedings are instituted by or against Vendor, SPANSION may (x) consider the same a breach of contract by Vendor, (y) terminate this Order in whole or in part, without any liability or obligations to Vendor, and (z) obtain products or services similar to the Products or Services upon such terms and in such manner as SPANSION reasonably deems appropriate, and Vendor will reimburse SPANSION upon demand for all additional costs, direct or indirect, incurred by SPANSION in procuring same.

19.2. Except as may be otherwise provided in this Order or any agreement, the rights or remedies of SPANSION hereunder are not exclusive, and SPANSION shall be entitled alternatively or cumulatively, subject to the other provisions of this Order, to damages for breach, to an order requiring specific performance or to any other remedy available at law or in equity. Termination of this Order will not affect any of the parties' rights or obligations that are either (i) vested as of such date or (ii) intended by the parties to survive termination, including Sections 7, 9, 10, 11, 16, 17, 19, and 20.

20. Entire Agreement. This Order constitutes the entire integrated agreement between Vendor and SPANSION with respect to such Products, Services and Software purchased hereunder and supersedes all prior written or oral understandings or agreements relating to the same. In the event of any conflict between these terms and the terms on the face hereof, the terms on the face hereof will govern. No modification of this Order will be binding on SPANSION unless set forth in an agreement specifically referencing this Order and signed by an authorized agent of each party.

Spancion hereby limits acceptance of this order to the terms hereof, including the terms on the face hereof, the attached terms and conditions, and any other attachments or other documents specifically incorporated by reference herein. Said terms constitute the entire order and agreement between Spancion and Vendor, and any other terms proposed by Vendor in any prior or subsequent document shall not be binding, unless accepted in writing by Spancion. By signing below, or by commencing performance or delivery in accordance with this order, Vendor acknowledges acceptance of this order and its agreement to all terms and conditions contained herein.

SIGNATURE _____ DATE _____
Spancion LLC

SIGNATURE _____ DATE _____
Vendor Acknowledgement

Schedule 1.14: Spansion Competitor

Spansion Competitor means (i) any of the following NOR or NAND Flash memory manufacturer that competes or may compete with Spansion in the NOR/NAND stand-alone product area: Numonyx B.V., Samsung Electronics Co., Ltd., Toshiba Corporation, Hynix Semiconductor Inc., Intel Corporation, Micron Technology. Inc., IM Flash Technology LLC, and SanDisk Corporation, and (ii) any integrated device manufacturers of any non-volatile memory products.

EXHIBIT C

License Agreement

INTELLECTUAL PROPERTY LICENSE AGREEMENT

THIS INTELLECTUAL PROPERTY LICENSE AGREEMENT (the “Agreement”) is entered into as of January __, 2010, and effective as of the Effective Date, by and between **SPANSION JAPAN LIMITED**, having its registered place of business at 2, Takaku-Kogyodanchi, Aizuwakamatsu-shi, Fukushima 965-0060, Japan (“**Spansion Japan**”) and **SPANSION LLC**, having its principal office at 915 Deguigne Drive, Sunnyvale, CA 94088, U.S.A. (“**Spansion**”), and sets forth the terms and conditions by which Spansion Japan receives an intellectual property license from Spansion for certain specified activities at Spansion Japan’s JV3 facility and related sales activities, and in return pays Spansion an agreed-upon royalty based on Spansion Japan’s resulting manufacturing and sales activities.

WHEREAS, on February 10, 2009, Spansion Japan filed a proceeding under the Corporate Reorganization Law (Kaisha Kosei Ho) of Japan to obtain protection from Spansion Japan’s creditors (the “**Spansion Japan Proceeding**”) and successively the Spansion Japan Proceeding was formally commenced on March 3, 2009, when the Tokyo District Court entered the commencement order and appointed the incumbent representative director of Spansion Japan as trustee;

WHEREAS, on March 1, 2009, Spansion filed a voluntary petition for relief under chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the “**Chapter 11 Case**”); and

WHEREAS, the parties have determined to enter into this Agreement in connection with and as required by the Settlement Agreement (the “**Settlement Agreement**”) dated as of January 8, 2010, by and between Spansion and Spansion Japan.

NOW, THEREFORE, in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

Whenever used in this Agreement, the terms set forth in this Section 1 shall have the meanings ascribed to them below.

1.1 “Complementary Products” means low-density or mid-density stand-alone Non-volatile Memory product offerings mutually agreed upon in writing by the parties from time to time, for royalties or other compensation to be agreed upon by the parties at the time, that do not compete with Licensed Products. Without limiting the foregoing, the products identified in Exhibit A attached hereto as JV3 Project 1 and Project 2 will be Complementary Products.

1.2 “Confidential Information” means any and all technical and non-technical information one party provides the other hereunder that is either indicated to be proprietary or confidential information of the disclosing party or which by its nature the receiving party would reasonably deem such information to be confidential or proprietary, regardless of marking, including trade secret, know-how and proprietary information, firmware, mask works, designs,

schematics, techniques, software code, technical documentation, plans or any other information relating to any research project, work in process, future development, scientific, engineering, manufacturing, marketing or business plan or financial or personnel matter relating to the disclosing party, its present or future products, sales, suppliers, customers, employees, investors or business, whether in written, oral, graphic or electronic form.

1.3 “Effective Date” means the later of the following dates: (a) the date upon which approval of this Agreement is provided by the Tokyo District Court in connection with the Spansion Japan Proceeding; and (b) the date upon which approval of this Agreement is provided by the court having jurisdiction over the Chapter 11 Case.

1.4 “Foundry Agreement” means the Third Amended and Restated Foundry Agreement between the parties effective on the Effective Date.

1.5 “Gross Sales” means the gross amount actually received by Spansion Japan for the sale of a Licensed Product to any third party, excluding any amount in respect of a sale of returned Licensed Products or any amount refunded in respect thereof.

1.6 “Intellectual Property Right” means any patent, copyright, trade secret, know-how, or any other intellectual property right or proprietary right whether registered or unregistered, and whether now known or hereafter recognized in any jurisdiction, excluding any trademark or similar rights.

1.7 “JV3” means the Spansion Japan manufacturing facility located in Aizuwakamatsu, Japan and designated as of the Effective Date as JV3.

1.8 “Licensed Products” means Spansion Japan integrated circuits, devices or other products at Process Nodes of 90nm or greater that either (a) include Non-volatile Memory and are based upon or incorporate the Spansion Technology, or (b) otherwise require or use the Spansion Technology in their design or manufacture. The density of the memory array for any Licensed Product may not exceed 256MB. Without limiting the foregoing, **“Licensed Products”** include (i) stand-alone Non-volatile Memory products (for offer for sale and sale only to Spansion and Spansion’s sales channels), (ii) products that incorporate Non-volatile Memory and other elements, including Non-volatile Memory embedded logic products, such as Flash memory embedded microcontrollers; and (iii) discrete logic products or analog products that use the Spansion Technology but do not incorporate or embed any Non-volatile Memory and are not otherwise competitive with any current Spansion product offerings.

1.9 “Multi-Chip Products” or **“MCPs”** mean integrated circuits, devices or other products that include one or more of any memory die combined with one or more other semiconductor device die.

1.10 “Non-volatile Memory” means semiconductor memory that does not lose its data after power is removed from the system or device containing such memory.

1.11 “Process Node” means a specific geometry loosely based on minimum line width at which semiconductor devices, and the photomasks or reticles used in the manufacture of those devices, are manufactured (*e.g.*, a 110nm process node).

1.12 “Spansion Competitor” means any of the following: (a) any provider of stand-alone Non-volatile Memory, including (as of the date hereof) Numonyx, Samsung, Toshiba, Hynix Semiconductor, Intel, Micron, IM Ventures, Macronix, Sharp, Sanyo, Atmel, Winbond, SST, ST Micro, Rohm/Oki, Fujitsu, Powerchip, Promos and Matsushita; (b) any providers of products that include significant amounts of Non-volatile Memory such as microcontrollers, including (as of the date hereof) NEC, Fujitsu, Matsushita, Toshiba, Asahi, Sony, Renesas, Infineon, Freescale, ON and MicroChip; and (c) any developers of innovative Non-volatile Memory technology, including (as of the date hereof) Ovonyx, Genusion, EverSpin, Crocus, Grandis, Avalanche Technology, Infineon, Magsil, Micromem, Unity Semiconductor, Celis, Ramtron, Symtrix, Adesto, Axon and Nantero.

1.13 “Spansion Technology” means collectively, the design, manufacturing and process know-how provided to Spansion Japan from time to time by Spansion and actually implemented or used by Spansion Japan at JV3, or otherwise used by Spansion Japan to make Licensed Products at JV3, prior to the Effective Date. **“Spansion Technology”** also includes Spansion’s design for floating gates in existence as of the Effective Date and any related process technology. Spansion Japan acknowledges and agrees that except as to the manufacture of stand-alone Non-volatile Memory Licensed Products on behalf of Spansion as set forth below, the Spansion Technology does not include any of Spansion’s proprietary “mirror bit” technology and except for the manufacture of stand-alone Non-volatile Memory Licensed Products on behalf of Spansion as set forth below, no license is granted under this Agreement to Spansion’s proprietary “mirror bit” technology or any Intellectual Property Rights therein.

2. LICENSE GRANTS; OWNERSHIP.

2.1 License by Spansion.

(a) Subject to the terms and conditions of this Agreement, Spansion hereby grants to Spansion Japan under Spansion’s applicable Intellectual Property Rights a royalty-bearing, non-exclusive, non-transferable license, without right to sublicense, to use the Spansion Technology to make Licensed Products at JV3, and to offer to import, export, offer to sell and sell Licensed Products worldwide.

(b) Subject to the terms and conditions of this Agreement, Spansion further grants to Spansion Japan, a royalty-free, non-exclusive, non-transferable license, without right to sublicense, to reproduce, modify and create derivative works of the Spansion Technology (**“Spansion Japan Improvements”**) solely at JV3 with the equipment already installed at JV3 as of the Effective Date or such other equipment as Spansion Japan may elect to install at JV3 and only for use in or for the manufacture of Licensed Products.

2.2 License Restrictions.

(a) Spansion Japan’s right to offer to sell or sell Licensed Products that are stand-alone Non-volatile Memory products, or that are otherwise competitive with Spansion’s Non-volatile Memory product offerings set forth in Exhibit B hereto and such other product offerings with respect to which Spansion provides Spansion Japan with at least three (3) months notice, shall be limited to offering to sell and selling such Licensed Products only to (i) Spansion

in accordance with the Foundry Agreement and (ii) to distributors, OEMs or resellers specifically designated in writing by Spansion (subject to Spansion Japan's consent, such consent not to be unreasonably conditioned, delayed or withheld). To the extent that any Licensed Products do not constitute stand-alone Non-volatile Memory products, but instead are products that incorporate Non-volatile Memory along with other elements (as described in Section 1.8), then Spansion Japan agrees that it will first offer Spansion the right to distribute such Licensed Products on a most-favored customer basis. Any such Licensed Products that Spansion elects to distribute shall not be subject to the royalty payment obligation under Section 3.1. Spansion shall have a reasonable period, not to exceed 30 days, to elect to distribute such Licensed Products and the parties shall negotiate in good faith the terms by which Spansion would distribute such Licensed Products. If Spansion does not elect to distribute such Licensed Products, Spansion Japan shall have the right to sell such Licensed Products to third parties in such manner as Spansion Japan may determine, subject to the terms and conditions of this Agreement.

(b) Except to the minimum extent that applicable law prevents limiting such rights, Spansion Japan shall not modify, adapt, translate or prepare derivative works of the Spansion Technology except as expressly set forth in Section 2.1(b) above.

(c) Without limiting the foregoing, Spansion Japan agrees that Spansion Japan shall not remove, obscure, or alter any Spansion or other proprietary rights notice affixed to or contained within the Spansion Technology.

2.3 No Trademark License. No right or license is granted under or to any Spansion trademark, trade name, service mark, service name, trade dress, logo or similar right under this Agreement.

2.4 Grant-Back License. Spansion Japan grants Spansion a non-exclusive, fully-paid, royalty-free, non-transferable, worldwide, perpetual and irrevocable license, with right of sublicense, under and to any Intellectual Property Rights of Spansion Japan to use, make, have made, import, export, offer to sell and sell products and services incorporating or based upon the Spansion Japan Improvements, and to practice any methods embodied in the Spansion Japan Improvements. Spansion Japan agrees to provide Spansion written notice within 30 days following the end of each calendar quarter describing any Spansion Japan Improvements made during such quarter. Upon request from Spansion, Spansion Japan will provide Spansion documentation describing any such Spansion Japan Improvements in sufficient detail to enable Spansion to use such Spansion Japan Improvements in accordance with the license granted above.

2.5 Technology Audit. Spansion will have the right to engage at its own expense an independent auditor reasonably acceptable to Spansion Japan to examine Spansion Japan's technology development and usage to determine Spansion Japan's compliance with the license terms, including development and delivery of Spansion Japan Improvements. Any such audit may be made only after providing Spansion Japan with prior written notice of the reasons for seeking such audit and no more frequently than annually. Such auditor shall be subject to confidentiality obligations in respect of any information reviewed in connection with such audit and such auditor shall report to Spansion only with respect to its determination of Spansion Japan's compliance with the license terms, including any grant-back and delivery obligations

relating to Spansion Japan Improvements. In the event that the auditor determines that Spansion Japan has not delivered any Spansion Japan Improvements as required by this Agreement, Spansion Japan shall promptly deliver such Spansion Japan Improvements to Spansion.

2.6 Ownership.

(a) **Spansion Technology.** Spansion Japan acknowledges that as between the parties any and all Intellectual Property Rights in and to the Spansion Technology are and shall remain the property of Spansion or Spansion's suppliers, and Spansion Japan shall not at any time during or after the expiration or termination of this Agreement in any way question or dispute the ownership thereof by Spansion or Spansion's suppliers. Nothing in this Agreement shall be deemed a transfer of any ownership rights in Spansion Technology or related Intellectual Property Rights to Spansion Japan. All rights not expressly granted herein are reserved.

(b) **Spansion Japan Improvements.** Subject to the grant back license set forth above, as between the parties, Spansion Japan shall own the Spansion Japan Improvements and all Intellectual Property Rights therein. All rights not expressly granted herein are reserved.

2.7 Independent Development. Nothing in this Agreement limits Spansion Japan's rights to create products or technology that do not incorporate Spansion Technology or use Spansion Technology to make such products or technology; provided, however, that no such product or technology is licensed by Spansion pursuant to this Agreement. In the event that Spansion Japan creates any products independent of use of the Spansion Technology, then unless such development was the result of a joint development effort with a third party, Spansion Japan agrees to discuss in good faith with Spansion the opportunity to sell such products on mutually-acceptable terms.

3. PAYMENTS AND TAXES.

3.1 Royalties.

(a) Except as set forth in Section 3.1(b) or Section 3.2, Spansion Japan shall pay Spansion non-refundable royalties for all sales or dispositions of Licensed Products other than direct sales of Licensed Products to Spansion. The royalties will equal Five Percent of Gross Sales for Licensed Products at the 90nm Process Node for the initial term, and Four Percent for each renewal term; and Three Percent of Gross Sales for (a) Licensed Products at the 110nm Process Node and (b) Complementary Products unless otherwise agreed upon by the parties in writing. Spansion Japan shall pay such royalties within sixty (60) days after the end of each Spansion fiscal quarter beginning with the quarter in which Spansion Japan first ships a Licensed Product.

(b) If (i) one or more Licensed Products are incorporated by Spansion Japan in die form in an MCP, (ii) such MCP also contains one or more elements in die form that do not constitute Licensed Products, and (iii) such MCP is sold or disposed of by Spansion Japan to one or more third parties, the applicable royalty payable by Spansion Japan to Spansion for sale or disposition of such MCP shall be calculated by applying the applicable royalty rate set forth in Section 3.1(a) to the difference between the Gross Sales price for such MCP and the actual purchase price for the non-Licensed Product elements of such MCP paid by Spansion Japan. If

Spansion Japan makes such non-Licensed Product elements of an MCP rather than purchasing such non-Licensed Product elements from a third party, then the actual direct manufacturing cost of such non-Licensed Product element shall be deducted from the Gross Sales price when establishing the basis for calculating the applicable royalty.

3.2 Commissions. Notwithstanding Section 3.1, the parties may agree from time to time in writing that the resale of certain low-margin Licensed Products by Spansion shall be subject to commission payments from Spansion Japan rather than payment of royalties by Spansion Japan. The parties shall separately agree in writing on a case-by-case basis regarding Licensed Product sale opportunities that will be more appropriate for a sales commission model rather than a royalty-payment model. If the parties do not agree, then the royalty obligations set forth in Section 3.1 shall apply.

3.3 Payment. All royalty and commission payments shall be accompanied by a report detailing the basis for and calculation of the applicable payment. All payments shall be made in United States Dollars.

3.4 Taxes. The prices specified in this Agreement are exclusive of any sales, use, excise, value added or similar taxes, and of any export and import duties, which may be levied upon or collectible by Spansion (excluding taxes based on Spansion's net income) as a result of the licensing and delivery of the Spansion Technology. Spansion Japan agrees to pay and otherwise be fully responsible for any such taxes and duties, or penalties relating thereto, unless in lieu thereof Spansion Japan provides Spansion with an exemption certificate acceptable to the relevant governmental authorities. Further, in the event that Spansion Japan is required to withhold taxes imposed upon Spansion for any payment under this Agreement by virtue of the statutes, laws, codes or governmental regulations of a country in which Products are sold, then such payments will be made by Spansion Japan on behalf of Spansion by deducting them from the payment then due Spansion and remitting such taxes to the proper authorities on a timely basis, and the payments provided for under this Agreement will be adjusted appropriately, provided that Spansion Japan supplies Spansion with official documentation and/or tax receipts on such withholdings supporting such taxes and such payments as may be required by Spansion for its tax records as soon as practical after the date on which such payment is due Spansion under this Agreement.

4. REPORTING; AUDITS.

4.1 Record Retention. Spansion Japan will keep complete and accurate records pertaining to sales of and royalty calculations for Licensed Products. Spansion Japan will maintain such records for at least a five year period following the year in which any such payments were made hereunder.

4.2 Audit Request. Spansion will have the right to engage at its own expense an auditor reasonably acceptable to Spansion Japan to examine Spansion Japan's records pertaining to sales of Products and the calculation of royalties owed to Spansion under this Agreement. Spansion will provide Spansion Japan at least 15 days' prior written notice of such audit and may conduct audits no more than once every six months.

5. WARRANTY DISCLAIMER.

5.1 Disclaimer of Warranty. EACH PARTY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO THE SPANSION TECHNOLOGY OR THE LICENSED PRODUCTS, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Nothing contained in this Agreement shall be construed as either a warranty or representation by Spansion as to the validity or scope of any Spansion patents.

6. CONFIDENTIALITY.

6.1 Confidential Information. Both parties will maintain in confidence all Confidential Information disclosed by the other party (the “**Disclosing Party**”). A receiving party hereunder (the “**Receiving Party**”) will not use, disclose or grant use of such Confidential Information except as expressly authorized by this Agreement. To the extent that disclosure to a third party is authorized by this Agreement, a Receiving Party will obtain prior agreement from such third party to whom disclosure is to be made to hold in confidence and not make use of such information for any purpose other than those permitted by this Agreement. A Receiving Party will use at least the same standard of care as it uses to protect its own information of comparable importance to ensure that its employees, agents and consultants do not disclose or make any unauthorized use of such Confidential Information. The Receiving Party will promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of such Confidential Information. Notwithstanding any other provision in this Agreement to the contrary, the obligations set forth in this Section 6 shall survive any termination or expiration of this Agreement for a period of five years.

6.2 Exceptions. The obligations of confidentiality contained in Section 6.1 will not apply to the extent such Confidential Information:

(a) was already known to the Receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the Disclosing Party;

(b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party;

(c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the Receiving Party in breach of this Agreement;

(d) was disclosed to the Receiving Party, other than under an obligation of confidentiality, by a third party who had no obligation to the other party not to disclose such information to others;

(e) was developed independently by the Receiving Party without any use of Confidential Information; or

(f) is required to be disclosed by applicable law.

7. TERM AND TERMINATION.

7.1 Term. This Agreement shall continue in full force and effect for a period of two years from the Effective Date, unless terminated earlier as set forth below. The term of the Agreement will be extended for up to three additional one-year terms unless at least one year prior to the end of any term, either party notifies the other party in writing of its intention not to renew this Agreement for an additional term; provided, that neither party shall unreasonably exercise its right not to renew this Agreement for any of the three additional one-year terms.

7.2 Termination. This Agreement may be terminated early by a non-breaching party, if the other party materially breaches this Agreement and does not cure such breach within 30 days following receipt of written notice from the non-breaching party of such breach. In addition, Spansion may terminate this Agreement upon any termination of the Foundry Agreement for cause by Spansion or if the Foundry Agreement is terminated as a result of JV3 being acquired by a Spansion Competitor (as such term is defined in the Foundry Agreement), in each case pursuant to the terms of the Foundry Agreement.

7.3 Consequences of Termination. Upon any termination of this Agreement, the licenses granted by Spansion to Spansion Japan herein shall terminate and Spansion Japan shall immediately cease to use all Spansion Technology or other Spansion Confidential Information. Termination of this Agreement shall not affect any license granted by Spansion Japan to Spansion hereunder, nor shall it affect any payment obligations accruing hereunder.

7.4 Survival. Notwithstanding any termination or expiration of this Agreement, the provisions of Sections 1, 2.4, 2.5 (for a period of five years), 2.6, 3, 4.1, 4.2 (for a period of five years), 5, 6, 7.3, 7.4 and 8 shall survive any termination of this Agreement.

8. GENERAL

8.1 Termination of Previous Agreements. The parties hereby agree that the Research and Development Agreement by and between FASL Japan Limited and FASL LLC dated February 23, 2004, is hereby terminated. The provisions set forth therein as surviving termination shall survive in accordance with the terms of such Agreement. The parties also agree that the Technology License Agreement by and between FASL Japan Limited and FASL LLC, dated as of March 15, 2004, is hereby terminated and superseded and replaced in its entirety by this Agreement.

8.2 Relationship. It is agreed and understood that neither party is the agent, representative or partner of the other party and neither party has any authority or power to bind or contract in the name of or to create any liability against the other party in any way or for any purpose pursuant to this Agreement. It is understood that Spansion Japan is an independent contractor. Each party expressly reserves the right to enter other similar agreements with other parties on the same or on different terms.

8.3 Assignment. Neither this Agreement nor any rights or licenses granted to Spansion Japan hereunder, shall be assignable or transferrable whether voluntarily or involuntarily or by operation of law, in whole or in part, and including as a result of a change of control, without the prior written consent of Spansion. Such consent shall be in Spansion's sole

discretion if the proposed successor in interest, transferee, assignee or new controlling entity is a Spansion Competitor or does not agree to assume all of Spansion Japan's obligations under the Foundry Agreement, but Spansion will not unreasonably withhold consent if the potential successor in interest, transferee, assignee or new controlling entity is not a Spansion Competitor and agrees to assume all of Spansion Japan's obligations under the Foundry Agreement. Spansion may assign or transfer this Agreement and all licenses granted to it hereunder without the prior written consent of Spansion Japan. In the event of a permitted assignment, transfer or change of control under this Section 8.3, the assigning party will have no further obligations arising after the date of the assignment with respect to this Agreement, provided that the assignee agrees in writing to assume and be bound by the terms, conditions and obligations of such party hereunder. Any purported assignment, transfer, or change of control not in compliance with this Section 8.3 shall be null and void from the beginning.

8.4 Waiver. Failure or neglect by either party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of such party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice such party's rights to take subsequent action.

8.5 Notices. All notices required or permitted to be given hereunder shall be in writing by first class certified or registered airmail, postage prepaid, if confirmed or acknowledged, to the addresses specified below or to such other address as may be specified in writing by the addressed party to other party in accordance with this Section 8:

if to Spansion:

915 Deguigne Drive
Sunnyvale, California 94088, U.S.A
Tel.
Attn: General Counsel

if to Spansion Japan:

2 Takaku-Kogyodanchi
Aizuwakamatsu-shi, Fukushima, 965-0060, Japan
Tel.
Attn: Trustee

Each such notice or other communication shall for all purposes be treated as effective or as having been given as follows (i) if delivered in person, when delivered; (ii) if sent by airmail, at the earlier of its receipt or at 5 p.m., local time of the recipient, on the seventh day after deposit in a regularly maintained receptacle for the disposition of mail or air mail, as the case may be; and (iii) if sent by recognized courier service, on the date shown in the written confirmation of delivery issued by such delivery service. Either party may change the address and/or addressee(s) to whom notice must be given by giving appropriate written notice at least 14 days prior to the date the change becomes effective.

8.6 Severability. In the event that any clause, sub-clause or other provision contained in this Agreement shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such clause, sub-clause or other provision shall to that

extent be severed from the remaining clauses and provisions, or the remaining part of the clause in question, which shall continue to be valid and enforceable to the fullest extent permitted by law.

8.7 Headings; Construction. The headings to the clauses, sub-clause and parts of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. Any ambiguity in this Agreement shall be interpreted equitably without regard to which party drafted the Agreement or any provision thereof. The terms “this Agreement,” “hereof,” “hereunder” and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words “include” and “including,” and variations thereof, will be deemed to be followed by the words “without limitation” and “discretion” means sole discretion.

8.8 Governing Law. The rights and obligations of the parties under this Agreement shall be governed in all respects by the laws of the State of California exclusively, as such laws apply to contracts between California residents performed entirely within California.

8.9 Compliance with Law. In performing its duties under this Agreement, each party shall at all times comply with all applicable international, federal, state and local laws and shall not engage in any illegal or unethical practices, including without limitation the Foreign Corrupt Practices Act of 1977 and any anti-boycott laws, as amended, and any implementing regulations.

8.10 Entire Agreement. This Agreement supersedes any arrangements, understandings, promises or agreements made or existing between the parties hereto prior to or simultaneously with this Agreement and constitutes the entire understanding between the parties hereto. Without limiting the foregoing, the parties hereby acknowledge and agree that any licenses to Intellectual Property Rights and trademarks or similar rights owned or controlled by Spansion are set forth only in this Agreement and the Foundry Agreement, and that all other grants of Intellectual Property Rights by Spansion to Spansion Japan are set forth in this Agreement and the Foundry Agreement, and this Agreement and the Foundry Agreement expressly replace and supersede all grants of Intellectual Property Rights previously granted by Spansion to Spansion Japan prior to the Effective Date, including as set forth in (i) the Technology License Agreement by and between FASL Japan Limited and FASL LLC, dated as of March 15, 2004, and (ii) the Second Amended and Restated Foundry Agreement between Spansion and Spansion Japan, dated as of March 30, 2007. Except as otherwise provided herein, no addition, amendment to or modification of this Agreement shall be effective unless it is in writing and signed by and on behalf of both parties.

IN WITNESS WHEREOF, this Agreement is hereby executed by a duly authorized representative of each party.

SPANSION JAPAN

SPANSION

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

EXHIBIT A

Complementary Products

Exhibit B

Spansion Products

NOR Flash Memory, including but not limited to SPI NOR

NAND Flash Memory

One-Time-Programmable (OTP) Memory

Read-Only Memory (ROM)

Multi-Chip Products (MCPs) that include one or more of any of the above product die combined with one or more other semiconductor device die.

EXHIBIT D

Transition Services Agreement

TRANSITION SERVICES AGREEMENT

by and between

SPANSION JAPAN LIMITED

and

SPANSION LLC

Dated as of January __, 2010

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this “Agreement”) is made effective as of January __, 2010 (the “Effective Date”), by and between Spansion LLC, having its principal place of business at 915 DeGuigne Drive, Sunnyvale, California 94088-3453, U.S.A. (together with its subsidiaries, “Spansion”), and Spansion Japan Limited, having its registered place of business at 2, Takaku-Kogyodanchi, Aizuwakamatsu-shi, Fukushima 965-0060, Japan (“Spansion Japan”).

W I T N E S S E T H

WHEREAS, concurrently with the execution of this Agreement, Spansion and Spansion Japan are entering into that certain Settlement Agreement, dated as of the date hereof (the “Settlement Agreement”), pursuant to which Spansion is required to provide certain transition services to Spansion Japan, and Spansion Japan is required to provide certain transition services to Spansion, and that certain Asset Purchase Agreement, dated as of the date hereof (the “Asset Purchase Agreement”), pursuant to which Spansion, either directly or indirectly through its subsidiaries, acquires certain assets from, and assumes certain liabilities of, Spansion Japan; and

WHEREAS, Spansion and Spansion Japan desire to enter into this Agreement to provide for the provision by Spansion of certain transition services to Spansion Japan, and the provision of certain transition services by Spansion Japan to Spansion, in each case pursuant to the Settlement Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

SERVICES TO BE PROVIDED

Section 1.1 Provision of Services by Spansion. Spansion shall provide the services listed on Exhibit A hereto and such modified or additional services as may be agreed upon by Spansion and Spansion Japan from time to time and set forth in written amendments to the Agreement (collectively, the “Spansion Services”) to Spansion Japan in accordance with the terms and conditions set forth in this Agreement.

Section 1.2 Provision of Services by Spansion Japan. Spansion Japan shall provide the services listed on Exhibit B hereto and such modified or additional services as may be agreed upon by Spansion and Spansion Japan from time to time and set forth in written amendments to the Agreement (collectively, the “Spansion Japan Services” and, together with the Spansion Services, the “Services”) to Spansion in accordance with the terms and conditions set forth in this Agreement.

ARTICLE 2

PERFORMANCE STANDARDS

Section 2.1 Performance and Quality. Spansion shall perform the Spansion Services at the levels and in the manner that it has historically performed such Spansion Services and in conformity with commercially reasonable standards and Spansion Japan shall perform the Spansion Japan Services at the levels and in the manner that it has historically performed such Spansion Japan Services and in conformity with commercially reasonable standards. The parties acknowledge that neither Spansion nor Spansion Japan can guarantee the continued employment of specific employees and that neither party shall be responsible to the other party for the death or disability of a particular employee or if a particular employee is no longer employed by such party. Except as expressly set forth in this Agreement, the Services are to be provided under this Agreement as is where is, and with all faults and without warranties of any kind, express or implied; provided, however, that to the extent the provision of a Service pursuant to the terms of this Agreement requires the consent of a third party, the party obligated to provide such Service hereunder shall use commercially reasonable efforts to obtain such consent.

ARTICLE 3

COST OF SERVICES AND EXPENSES

Section 3.1 Fees for Spansion Services. Spansion Japan shall pay to Spansion, by wire transfer, the services fees set forth in Exhibit A Attached hereto (the “Spansion Service Fees”) within 3 business days of the end of each quarter following the date hereof until the termination of this Agreement pursuant to the terms hereof.

Section 3.2 Fees for Spansion Japan Services. Spansion shall pay to Spansion Japan, by wire transfer, the services fees set forth in Exhibit B Attached hereto (the “Spansion Japan Service Fees”) within 3 business days of the end of each quarter following the date hereof until the termination of this Agreement pursuant to the terms hereof.

ARTICLE 4

RELATIONSHIP OF THE PARTIES; COOPERATION

Section 4.1 Relationship of the Parties. Nothing contained in this Agreement shall be construed to create any relationship of partnership, joint venture or agency between Spansion Japan and Spansion. In addition, nothing in this Agreement shall be construed to give rise to an employment relationship between Spansion Japan and the employees of Spansion performing the Spansion Services or between Spansion and the employees of Spansion Japan performing the Spansion Japan Services.

Section 4.2 Cooperation. Each of the parties shall in good faith cooperate with and provide assistance to the other consistent with the terms and conditions hereof to enable (i) the full performance of all obligations hereunder, (ii) the review and audit of books and administrative records as they relate to the provision of Services, (iii) Spansion Japan to assume the performance of any and all Spansion Services upon termination hereof, and (iv) Spansion, or any of its affiliates, to assume the performance of any and all Spansion Japan Services upon termination hereof; such cooperation and assistance to include, without limitation, providing the other party, its representatives and its agents (including, without limitation, its outside auditors) with reasonable access, during normal business hours and upon reasonable advance notice, to its employees, representatives and agents and its books, administrative records, offices and properties relating to the Services.

Section 4.3 Administrative Records. Each party shall keep administrative records regarding the provision of Services using commercially reasonable efforts, and for each Service shall retain such records for a period of twelve months (or , to the extent required by applicable law, such other period) following the cessation of its provision of that Service to the other party hereto. Each party and its agents and representatives shall have reasonable access during normal business hours and upon reasonable advance notice to such records from the date hereof through the end of the period for retaining such records pursuant to this Section 4.3.

ARTICLE 5

INDEMNIFICATION

Section 5.1 Indemnification by Spansion Japan. Subject to other provisions of this Article V, Spansion Japan shall indemnify and hold harmless Spansion and its officers, directors, employees, agents and sub-agents (each a “Spansion Indemnified Party”), in each case from and against any costs or expenses (including, without limitation, reasonable attorneys’ fees, and the reasonable out-of-pocket expenses of testifying and preparing for testimony and responding to document and other information requests, whether or not a party to such litigation), judgments, fines, losses, claims (whether or not meritorious) and damages (collectively, “Damages”), as incurred, to the extent they relate to, arise out of or are the result of: (i) any action taken by Spansion, its officers, directors, employees, agents or sub-agents (or the officers, directors or employees of any affiliate of Spansion) in good faith in connection with the performance of Spansion’s obligations hereunder (other than Damages arising from breaches of this Agreement or from the gross negligence or willful misconduct of Spansion or the relevant Spansion Indemnified Party); or (ii) any act done or suffered by Spansion in connection with its performance under this Agreement in reliance upon any instruction, order or other instrument given in writing or executed by or on behalf of Spansion Japan, except to the extent such Damages arise from the gross negligence or willful misconduct of Spansion or the relevant Spansion Indemnified Party.

Section 5.2 Indemnification by Spansion. Subject to other provisions of this Article V, Spansion shall indemnify and hold harmless Spansion Japan and its

officers, directors, employees, agents and sub-agents (each a “Spansion Japan Indemnified Party”), in each case from and against any Damages, as incurred, to the extent they relate to, arise out of or are the result of: (i) any action taken by Spansion Japan, its officers, directors, employees, agents or sub-agents (or the officers, directors or employees of any affiliate of Spansion Japan) in good faith in connection with the performance of Spansion Japan’s obligations hereunder (other than Damages arising from breaches of this Agreement or from the gross negligence or willful misconduct of Spansion Japan or the relevant Spansion Japan Indemnified Party); or (ii) any act done or suffered by Spansion Japan in connection with its performance under this Agreement in reliance upon any instruction, order or other instrument given in writing or executed by or on behalf of Spansion, except to the extent such Damages arise from the gross negligence or willful misconduct of Spansion Japan or the relevant Spansion Japan Indemnified Party.

Section 5.3 Claims.

(a) If a Spansion Indemnified Party or a Spansion Japan Indemnified Party (an “Indemnified Party”) intends to seek indemnification pursuant to this Article V, such Indemnified Party shall promptly notify the indemnifying party (the “Indemnifying Party”), in writing, of such claim describing such claim in reasonable detail, provided, that the failure to provide such notice shall not affect the obligations of the Indemnifying Party unless and only to the extent it is actually prejudiced thereby, subject, however, to the time periods specified in Section 5.4 hereof. In the event that such claim involves a claim by a third party against an Indemnified Party, the Indemnifying Party shall have 30 days after receipt of such notice to decide whether it will undertake, conduct and control, through counsel of its own choosing and at its own expense, the settlement or defense thereof, and if it so decides, the Indemnified Party shall cooperate with it in connection therewith, provided, that the Indemnified Party may participate in such settlement or defense through counsel chosen by it, and provided further, that the reasonable fees and expenses of such counsel shall be borne by the Indemnified Party. The Indemnifying Party shall not, without the written consent of the Indemnified Party (which consent shall not be unreasonably withheld), settle or compromise any action. If the Indemnifying Party does not notify the Indemnified Party within 30 days after the receipt of notice of a claim of indemnity hereunder that it elects to undertake the defense thereof, the Indemnified Party shall have the right to contest, settle or compromise the claim but shall not pay or settle any such claim without the consent of the Indemnifying Party (which consent shall not be unreasonably withheld).

(b) The parties shall cooperate fully in all aspects of any investigation, defense, pre-trial activities, trial, compromise, settlement or discharge of any claim in respect of which indemnity is sought pursuant to Article V, including, but not limited to, by providing the other party with reasonable access to employees and officers (including as witnesses) and other information.

Section 5.4 Duplication. Any liability for indemnification hereunder shall be determined without duplication of recovery by reason of the state of facts giving rise to such liability constituting a breach of more than one representation, warranty,

covenant or agreement; provided, however, that subject to there being no duplication of recovery, the Indemnified Party shall be entitled to recover to the maximum extent provided in this Agreement.

Section 5.5 Survival of Indemnification Provisions. The obligations under this Article V shall survive until the second anniversary of the date of termination or expiration of this Agreement.

ARTICLE 6

CONFIDENTIALITY

Section 6.1 Confidentiality. Each party hereto shall, and shall cause their respective affiliates and any other third parties to whom information may have been provided to, keep confidential all non-public information (“Confidential Information”) about the other party and its business obtained from the other party in connection with the provision of the Services during the term of this Agreement, and none of the parties hereto and their respective affiliates shall use any such information for its own business, except that such information may be disclosed (i) if required by court order or decree or applicable law, (ii) if it was or becomes generally available to the public, (iii) if it is received by any party hereto or any of their respective affiliates on a non-confidential basis from a third party or (iv) for use by employees, agents and representatives of any party hereto and any of their respective affiliates who need to know for purposes of this Agreement or to carry out any obligations of Spansion Japan or Spansion with respect hereto provided that such employees, agents or representatives are, prior to receipt of such information, informed of the confidential nature of such information and agree to be bound by the non-disclosure provisions hereof. Without limiting the foregoing, all data relating to the business of Spansion, its affiliates, customers or suppliers that is used, maintained or hosted on the AKID System (defined below) shall be deemed the Confidential Information of Spansion. For purposes of this Agreement, the “AKID System” means Spansion Japan’s proprietary software tool used in connection with foundry and related services on or through which the proprietary data of Spansion and its customers and suppliers is used, stored or hosted, and all source code and Documentation, Updates (defined in Exhibit B) and derivative works and improvements thereto prepared by or for Spansion Japan. To the extent that either party's Confidential Information embodies or discloses confidential information of any third party, the obligations with respect to such information shall be for such confidentiality period as may have been agreed between such party and such third party and nothing herein shall be construed as superseding the terms and conditions of any confidentiality obligations agreed to by either party and any third party or requiring either party to conform any third-party agreement to the terms and conditions of this Agreement.

Section 6.2 Enforcement of Article 6. The parties hereto each acknowledge that its failure or threatened failure to comply with the provisions of this Article 6 will result in immediate, irreparable and continuing damage to the other parties, for which there will be no adequate remedy at law and that, in the event of its failure or threatened failure so to comply, Spansion or Spansion Japan, as the case may be, and

their respective successors, legal representatives and assigns shall be entitled to temporary and permanent injunctive relief and to such other and further relief as may be proper and necessary to ensure compliance with the provisions of this Article 6.

Section 6.3 Survival of Confidentiality Provisions. The obligations under this Article 6 shall survive until the fifth anniversary of the date of termination or expiration of this Agreement.

ARTICLE 7

TERM; TERMINATION OF SERVICES

Section 7.1 Term. (a) The term of this Agreement shall commence on the date hereof and shall continue in effect until the close of business on the _____.

(b) Notwithstanding anything to the contrary in this Agreement, the provisions of Articles 5 and 8 shall survive any termination of this Agreement or the provision of Services hereunder.

Section 7.2 Termination of Spansion Services. Spansion Japan, may at any time, upon six months' irrevocable written notice to Spansion, terminate all the Spansion Services or any Spansion Service (or any portion thereof) on a Spansion Service-by-Service basis. The provision of all Spansion Services pursuant hereto shall in any event terminate pursuant to section 7.1(a). Upon termination of any Spansion Service, all administrative records relating to that Spansion Service as such records relate solely to Spansion Japan which have not already been transferred to the sole possession of Spansion Japan shall be so transferred, it being understood that Spansion may retain copies of such records.

Section 7.3 Termination of Spansion Japan Services. Spansion, may at any time, upon six months' irrevocable written notice to Spansion Japan, terminate all the Spansion Japan Services or any Spansion Japan Service (or any portion thereof) on a Spansion Japan Service-by-Service basis. The provision of all Spansion Japan Services pursuant hereto shall in any event terminate pursuant to section 7.1(a). Upon termination of any Spansion Japan Service, all administrative records relating to that Spansion Japan Service as such records relate solely to Spansion which have not already been transferred to the sole possession of Spansion shall be so transferred, it being understood that Spansion Japan may retain copies of such records.

ARTICLE 8

MISCELLANEOUS

Section 8.1 Governing Law. This Agreement shall be governed by, interpreted under, and construed in accordance with the internal laws of the State of California.

Section 8.2 Jurisdiction and Consent to Service. In accordance with the laws of the State of California, and without limiting the jurisdiction or venue of any other court, the parties (a) agree that any suit, action or proceeding arising out of or relating to this Agreement may be brought in the state or federal courts of California; (b) consent to the non-exclusive jurisdiction of each such court in any suit, action or proceeding relating to or arising out of this Agreement; (c) waive any objection which any of them may have to the laying of venue in any such suit, action or proceeding in any such court and waive any defense of forum non conveniens; and (d) agree that service of any court paper in any such suit, action or proceeding may be made in the same manner in which notices may be given pursuant to Section 8.3 of this Agreement.

Section 8.3 Notices. All notices required or permitted to be given hereunder shall be in writing by first class certified or registered airmail, postage prepaid, if confirmed or acknowledged, to the addresses specified below or to such other address as may be specified in writing by the addressed party to the other party in accordance with this Section 8.3:

To Spansion:

Attn: Legal Department
Spansion LLC
915 DeGuigne Drive
Sunnyvale, California 94088-3453, U.S.A.

To Spansion Japan:

Attn: Trustee
Spansion Japan Limited
2, Takaku-Kogyodanchi
Aizuwakamatsu-shi, Fukushima, 965-0060, Japan

Each such notice or other communication shall for all purposes be treated as effective or as having been given as follows: (i) if delivered in person, when delivered; (ii) if sent by airmail, at the earlier of its receipt or at 5 p.m., local time of the recipient, on the seventh day after deposit in a regularly maintained receptacle for the disposition of mail or airmail, as the case may be; and (iii) if sent by recognized courier service, on the date shown in the written confirmation of delivery issued by such delivery service. Either party may change the address and/or addressee(s) to whom notice must be given by giving appropriate written notice at least fourteen (14) days prior to the date the change becomes effective.

Section 8.4 Interpretation. The headings to the clauses, sub-clauses and parts of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. Any ambiguity in this Agreement shall be interpreted equitably without regard to which party drafted the Agreement or any provision thereof. The terms “this Agreement,” “hereof,” “hereunder,” and any similar expressions refer to this Agreement and not to any

particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words “include” and “including,” and variations thereof, will be deemed to be followed by the words “without limitation” and “discretion” means sole discretion. The official text of this Agreement shall be in the English language, and any interpretation or construction of this Agreement shall be based solely on the English language text.

Section 8.5 Severability. In the event that any clause, sub-clause or other provision contained in this Agreement shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such clause, sub-clause or other provision shall to that extent be severed from the remaining clauses and provisions, or the remaining part of the clause in question, which shall continue to be valid and enforceable to the fullest extent permitted by law.

Section 8.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

Section 8.7 Entire Agreement. This Agreement supersedes any arrangements, understandings, promises or agreements as to the subject matter of this Agreement made or existing between the parties prior to the latest date on which this Agreement is executed by either party. This Agreement constitutes the entire understanding between the parties as to the subject matter of this Agreement. Except as otherwise provided herein, no addition, amendment to or modification of this Agreement shall be effective unless it is in writing and signed by and on behalf of both parties. It is acknowledged that the terms of this Agreement have been negotiated between the parties and that each party was represented by separate counsel. Notwithstanding the foregoing, nothing contained in this Agreement shall constitute a waiver, release of, or amendment or other modification to, any other agreement between the parties relating to a subject other than the subject matter of this Agreement.

Section 8.8 Further Assurances. Each party shall execute, deliver, acknowledge and file such other documents and take such further actions as may be reasonably requested from time to time by the other party hereto to give effect to and carry out the transactions contemplated herein.

Section 8.9 Amendments and Modifications; Waivers and Extensions.

(a) No provision of this Agreement may be amended or modified unless such amendment or modification is in writing and signed by the parties hereto intending to be bound thereby.

(b) Any party to this Agreement may waive any right, breach or default which such party has the right to waive; provided that such waiver will not be effective against the waiving party unless it is in writing, is signed by such party, and specifically refers to this Agreement. Waivers may be made in advance or after the right waived has arisen or the breach or default waived has occurred. Any waiver may be conditional. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof nor of any other agreement or provision herein contained. No failure or delay in exercising any right, power or privilege hereunder shall be deemed a waiver or extension of the time for performance of any other obligations or acts nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 8.10 Assignment. This Agreement shall not be assigned by either party whether voluntarily or involuntarily or by operation of law, in whole or in part, to any party without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

SPANSION JAPAN LIMITED

SPANSION LLC

Authorized Signature

Authorized Signature

Name

Name

Title

Title

[Signature Page of Transition Services Agreement]

Exhibit A¹

Support provided by Spansion LLC & subsidiaries to Spansion Japan

Schedule of Services and Service Fees (through December 26, 2010)

No.	Description of Service or Function	Service Fee (Quarterly)
<u>1.</u>	IT Support <ul style="list-style-type: none">- SAP hosting and licenses- Data Network and Telecom- Microsoft Licenses	Q1 10: \$0 Q2 10: \$0 Q3 10: \$75K Q4 10: \$150K Q1 11 and later: \$250K/Qtr
<u>2.</u>	Finance and Accounting Support <ul style="list-style-type: none">- Accounts Payable- Fixed Asset Management- General Ledger Maintenance	Q1 10: \$0 Q2 10: \$0 Q3 10: \$50K Q4 10: \$50K Q1 11 and later: \$150K/Qtr

¹ To be updated prior to the Effective Date.

Exhibit B²

Support provided by Spansion Japan to Spansion Nihon

Schedule of Services and Service Fees (through June 27, 2010)

No.	Description of Service or Function	Service Fee
<u>1.</u>	Monthly Payroll Services for Spansion Nihon	Q1 10: \$0 Q2 10: \$0 Q3 10: \$10K Q4 10: \$10K Q1 11 and later: \$25K/Qtr
<u>2.</u>	AKID Support and Maintenance	

² To be updated prior to the Effective Date.

AKID Support and Maintenance Services

I Certain Defined Terms.

“Documentation” means all documentation and supportive literature which explains the use or operation of, or otherwise relates to, the AKID System, including, without limitation, all proprietary user or operating manuals, and, with respect to AKID System source code, all developer’s notes, specifications, flow diagrams, release notes and build procedures reasonably necessary to create an executable version of the AKID System from the source code version thereof and sufficient to independently enable a programmer of reasonable skill and competence to understand, analyze, and interpret program logic, correct errors and improve, enhance, modify and support the AKID System.

“Updates” means Spansion Japan’s modifications, error corrections, bug fixes, updates, new releases, upgrades or enhancements to the functionality of the AKID System designed to facilitate improvement in terms of efficiency, capacity or performance of the AKID System, including without limitation any application components, modules and extensions not currently used with the AKID System that are developed and released after the Closing Date (as defined in the Asset Purchase Agreement).

II. Scope of Support.

1. Spansion Japan shall deliver electronically to Spansion all Updates and derivative works (in source code form) to the AKID System developed after the Closing Date (as defined in the Asset Purchase Agreement) upon development or implementation of such Updates or derivatives works in the AKID System maintained by Spansion Japan.

2. **[Parties shall mutually agree upon:**

--Locations of support

--Form of support (email, telephonic, in-person installation or training).

--Required response and resolution times, with a breakdown of severity levels.

--Whether support will be provided to Spansion's affiliates.

--Time zone and hours that support will be available.

EXHIBIT E

Bailment Agreement

Bailment Agreement

This Bailment Agreement (the “Agreement”) is made and entered into this 17th day of April 2009 (the “*Effective Date*”) by and between Spansion Japan Ltd., a Japanese corporation (“*Spansion Japan*”) and Spansion LLC, a Delaware limited liability company (“*Spansion LLC*”).

In the past Spansion Japan and Spansion LLC have found it mutually beneficial to lend each other probe cards in order to better utilize their testers and reduce the need to use external sort services. Spansion Japan and Spansion LLC desire to continue this practice in the future.

Spansion Japan has entered into a corporate reorganization proceeding in Japan and Spansion LLC has filed bankruptcy in the United States under Chapter 11 of the U.S. Bankruptcy Code.

Spansion Japan and Spansion LLC wish to document the arrangement under which Spansion LLC has lent the probe cards listed on Exhibit A to Spansion Japan for testing purposes and plans to lend the additional probe cards listed on Exhibit B to Spansion Japan, also for testing purposes. Further, Spansion Japan has lent the probe cards listed on Exhibit C to Spansion LLC for testing purposes and plans to lend the additional probe cards listed on Exhibit D to Spansion LLC, for testing purposes (the probe cards listed on Exhibits A, B, C and D are collectively referred to herein as the “**Probe Cards**”). All Probe Cards will be subject to the terms of this Agreement. Spansion Japan and Spansion LLC will return the Probe Cards lent hereunder to each other upon the completion of the testing of the Spansion products or for other grounds provided herein. This arrangement is in the ordinary course of business for each party.

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1. Spansion LLC and Spansion Japan have shipped and delivered to each other the Probe Cards listed on Exhibit A and Exhibit C, respectively, and Spansion Japan and Spansion LLC each acknowledge receipt of such Probe Cards. Spansion LLC and Spansion Japan agree to ship the Probe Cards listed on Exhibit B and Exhibit D, respectively, to the other party hereto. As the need arises to ship additional Probe Cards in the future, Exhibit B and Exhibit D will be updated upon written notice to the other party by the party in need of such additional Probe Cards, and the agreement of the other party to ship such additional Probe Cards.
2. The party that has received and/or will receive the relevant Probe Cards from the other party (the “Recipient”) may use such Probe Cards solely for the purpose of testing Spansion products, and in the case of Spansion Japan, only pursuant to the terms of existing services agreements between the parties.

Without limiting the foregoing, the Recipient may not transfer or sell such Probe Cards, or any interest therein, to any third party.

3. Title to, ownership of, and risk of loss of, the Probe Cards shall remain with the party that has lent and/or will lend the Probe Cards to the other party (the “**Lender**”) at all times. A label shall be placed on each Probe Card indicating that ownership thereof is held by the Lender. The Recipient agrees not to place any other marking or label on any of the Probe Cards nor take any other action indicating ownership thereof by the Recipient or otherwise inconsistent with this Bailment Agreement.
4. The Recipient shall use reasonable care to protect and prevent damage to the Probe Cards in its possession.
5. The Lender shall be responsible for all shipping, freight and insurance charges as well as all export and import taxes, value-added taxes and adjustments, customs, duties and similar taxes and liabilities related to the shipment of the Probe Cards to the Recipient and the return thereof to the Lender.
6. At such time as the Recipient no longer has any use for any of the Probe Cards for the purpose set forth herein or upon the request of the Lender, the Recipient will return such Probe Cards to the Lender within 10 business days of such request.
7. This Agreement is governed by, subject to, and construed in accordance with the internal laws of the State of California, USA, excluding the conflict of law rules thereof. For the avoidance of doubt, the parties specifically exclude from application to this Agreement the United Nations Convention on Contracts for the International Sale of Goods. Neither party may assign, delegate, or subcontract any obligation under this Agreement without prior written authorization from the other party, and both Spansion Japan and Spansion LLC shall remain fully responsible and liable for performance under this Agreement despite any such authorization. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party, and no other act, document, usage, or custom shall be deemed to amend or modify this Agreement.

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have executed this Agreement to be effective as of the Effective Date.

SPANSION JAPAN LTD.

SPANSION LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

List of Probe Cards Already Delivered by Spansion LLC to Spansion Japan

Exhibit A

List of Probe Cards loaned from LLC to Spansion Japan after bankruptcy filing

Item	Serial #	Asset #	Device	Equip
1	FUV9876001		98760	V5400
2	FUV9876002		98760	V5400
3	FUV9876003		98760	V5400
6	FUV9876008	115975-0	98760	V5400
10	FUV9876023	117182-0	98760	V5400
12	FUV9876035	117402-0	98760	V5400
17	BMX9821401		98214	AeHR
18	BMX98U2001		98U20	AeHR

List of Probe Cards loaned from LLC to Spansion Japan before bankruptcy filing¹

ID	Serial #	Asset #	Device	Equip
	BXM9825302		98253	AeHR
19161	BXM9825301	118521-0	98253	AeHR
19171	BXM9825304	118757-0	98253	AeHR
22361	BXM9825305	118758-0	98253	AeHR
22366	BXM9825306	118774-0	98253	AeHR
22371	BXM9825307		98253	AeHR
18851	BXM9852405	118420-0	98524	AeHR
18861	BXM9852406	118421-0	98524	AeHR
18866	BXM9852407	118422-0	98524	AeHR
18876	BXM9852408	118423-0	98524	AeHR
18886	BXM9852409	118424-0	98524	AeHR
18896	BXM9852410	118425-0	98524	AeHR
21511	BXM9871803		98718	AeHR
22196	BXM9871804	118835-0	98718	AeHR
22436	BXM9876403	118624-0	98764	AeHR
22441	BXM9876404	118625-0	98764	AeHR
22616	BXM9876405	118622-0	98764	AeHR
22621	BXM9876406	118623-0	98764	AeHR

¹ Source: excel file received from Furuichi-san on 11/4/2009

ID	Serial #	Asset #	Device	Equip
19141	BXM98Y0603	118520-0	98Y06	AeHR
19151	BXM98Y0604	118619-0	98Y06	AeHR
22416	BXM98Y0605	118620-0	98Y06	AeHR
22426	BXM98Y0606	118625-0	98Y06	AeHR
7151	FUD9825701	118061-0	98257	v5400
7156	FUD9825702	118062-0	98257	v5400
7161	FUD9825703	118063-0	98257	v5400
7166	FUD9825704	118064-0	98257	v5400
7171	FUD9825705	118065-0	98257	v5400
7176	FUD9825706	118066-0	98257	v5400
7181	FUD9825707	118067-0	98257	v5400
7186	FUD9825708	118068-0	98257	v5400
7191	FUD9825709	118069-0	98257	v5400
7196	FUD9825710	118070-0	98257	v5400
7201	FUD9825711	118071-0	98257	v5400
7206	FUD9825712	118072-0	98257	v5400
459	FUF9852401	115579-0	98524	v5400
462	FUF9852404	115582-0	98524	v5400
4956	FUF9852406	117387-0	98524	v5400
4963	FUF9852411	117392-0	98524	v5400
15491	FUG9852407	118139-0	98524	v5400
15496	FUG9852408	118140-0	98524	v5400
15501	FUG9852409	118210-0	98524	v5400
15506	FUG9852410	118211-0	98524	v5400
15511	FUG9852411	118212-0	98524	v5400
15516	FUG9852412	118213-0	98524	v5400
22716	FUG9871901	5008242-0	98719	v5400
21891	FUG9875002	5008224-0	98750	v5400
21966	FUG9875003	5008226-0	98750	v5400
2444	FUG9876603	116477-0	98766	v5400
2542	FUG9876604	116609-0	98766	v5400
15521	FUG9876607	118443-0	98766	v5400
15526	FUG9876608	118444-0	98766	v5400
15531	FUG9876609	118445-0	98766	v5400
15536	FUG9876610	118446-0	98766	v5400
15541	FUG9876611	118447-0	98766	v5400
8786	FUG98Y0501	5008267-0	98Y05	v5400
8791	FUG98Y0502	5008268-0	98Y05	v5400
19226	FUG98Y0604	118418-0	98Y06	v5400
19231	FUG98Y0605	118417-0	98Y06	v5400
19236	FUG98Y0606	118385-0	98Y06	v5400
22461	FUG98Y0611	118518-0	98Y06	v5400
	BXM98Y1101		98Y11	AeHR
465	FUG98Y1101	115968-0	98Y11	v5400
2445	FUG98Y1103	118759-0	98Y11	v5400

ID	Serial #	Asset #	Device	Equip
15546	FUG98Y1107	118283-0	98Y11	v5400
7026	FUH9872602	118531-0	98726	v5400
7031	FUH9872603	118532-0	98726	v5400
8731	FUH9876701	5008258-0	98767	v5400
8736	FUH9876702	5008259-0	98767	v5400
8741	FUH9876703	5008260-0	98767	v5400
8746	FUH9876704	5008261-0	98767	v5400
8751	FUH9876705	5008262-0	98767	v5400
8756	FUH9876706	5008263-0	98767	v5400
8721	FUL9825201	5008270-0	98252	v5400
8726	FUL9825202	5008269-0	98252	v5400
9601	FUL9825203	5008271-0	98252	v5400
19956	FUL9825304	118626-0	98253	v5400
20361	FUL9825305	118515-0	98253	v5400
22626	FUL9825306	118514-0	98253	v5400
22636	FUL9825307	118516-0	98253	v5400
22481	FUP9853301	5008244-0	98533	v5400
22491	FUP9853302	5008245-0	98533	v5400
9321	FUP9857501	118529-0	98575	v5400
9326	FUP9857502	118528-0	98575	v5400
13451	FUP9857604	118448-0	98576	v5400
20451	FUP9867702	5008253-0	98677	v5400
8821	FUP9871801	118079-0	98718	v5400
8826	FUP9871802	118073-0	98718	v5400
9006	FUP9871803	118074-0	98718	v5400
9011	FUP9871804	118075-0	98718	v5400
9016	FUP9871805	118076-0	98718	v5400
9021	FUP9871806	118077-0	98718	v5400
9651	FUP9871807	118078-0	98718	v5400
9661	FUP9871809	118449-0	98718	v5400
19181	FUP9871811	118524-0	98718	v5400
19191	FUP9871812	118523-0	98718	v5400
19281	FUP9875502		98755	v5400
8861	FUP98U1901	5008274-0	98U19	v5400
8866	FUP98U1902	5008272-0	98U19	v5400
11876	FUP98U1903	5008273-0	98U19	v5400
13296	FUP98U2003	118450-0	98U20	v5400
13301	FUP98U2004	118451-0	98U20	v5400
13426	FUP98Y1701	5008264-0	98Y17	v5400
13431	FUP98Y1702	5008265-0	98Y17	v5400
13436	FUP98Y1703	5008266-0	98Y17	v5400
540	FUV9876009	115976-0	98760	v5400
4712	FUV9876010	116983-0	98760	v5400
4713	FUV9876011	116984-0	98760	v5400
4708	FUV9876013	116986-0	98760	v5400

ID	Serial #	Asset #	Device	Equip
4710	FUV9876015	116988-0	98760	v5400
4716	FUV9876017	116990-0	98760	v5400
4867	FUV9876020	117179-0	98760	v5400
4868	FUV9876021	117180-0	98760	v5400
4870	FUV9876024	117183-0	98760	v5400
4871	FUV9876025	117184-0	98760	v5400
4872	FUV9876026	117185-0	98760	v5400
4942	FUV9876030	117397-0	98760	v5400
5037	FUV9876032	117399-0	98760	v5400
4945	FUV9876033	117400-0	98760	v5400
4946	FUV9876034	117401-0	98760	v5400
5249	FUV9876037	117487-0	98760	v5400
5250	FUV9876038	117488-0	98760	v5400
5260	FUV9876043	117493-0	98760	v5400
5264	FUV9876045	117495-0	98760	v5400
5266	FUV9876046	117496-0	98760	v5400
5274	FUV9876050	117500-0	98760	v5400
5282	FUV9876054	117504-0	98760	v5400
6061	FUV9876402	117689-0	98764	v5400
8806	FUV9876403	117690-0	98764	v5400
24501	FUV9876407	118517-0	98764	v5400
21326	FUV9888407	118386-0	98884	v5400
21331	FUV9888408	118387-0	98884	v5400
13746	FUV98U1104	116441-0	98U11	v5400
13751	FUV98U1105	116442-0	98U11	v5400
13756	FUV98U1106	116455-0	98U11	v5400
13721	FUV98U1108	116457-0	98U11	v5400
13706	FUV98U1109	116458-0	98U11	v5400
13711	FUV98U1110	116459-0	98U11	v5400
13716	FUV98U1111	116460-0	98U11	v5400
7041	FUV98Y0202	5008223-0	98Y02	v5400
7036	FUV98Y0203	5008225-0	98Y02	v5400
4775	FUV98Y0602	117171-0	98Y06	v5400
4776	FUV98Y0603	117172-0	98Y06	v5400
4778	FUV98Y0604	117173-0	98Y06	v5400
4779	FUV98Y0605	117251-0	98Y06	v5400
18246	FUZ9821401	118834-0	98214	v5400
18251	FUZ9821402	118833-0	98214	v5400
18256	FUZ9821403	118832-0	98214	v5400
18261	FUZ9873101	5008278-0	98731	v5400
18266	FUZ9873102	5008277-0	98731	v5400
18271	FUZ9873103	5008278-0	98731	v5400
5016	KUC98U2001		98U20	v5400
5217	KUC98U2003		98U20	v5400
5218	KUC98U2004		98U20	v5400

ID	Serial #	Asset #	Device	Equip
5018	KUC98U2006		98U20	v5400
4837	PUC98U2002		98U20	v5400
4831	PUC98U2003		98U20	v5400
16496	TUV9844511	118214-0	98445	v5400
16501	TUV9844513	118215-0	98445	v5400
1751	WST98M4821	115076-0	98M48	v3308
1828	WST98M5460	117007-0	98M54	v3308
1829	WST98M5461	117008-0	98M54	v3308
1830	WST98M5462	117009-0	98M54	v3308
1831	WST98M5463	117010-0	98M54	v3308
1832	WST98M5464	117011-0	98M54	v3308
1833	WST98M5465	117012-0	98M54	v3308
1834	WST98M5466	117013-0	98M54	v3308
4332	WST98M5468	116644-0	98M54	v3308
4330	WST98M5469	116645-0	98M54	v3308
4358	WST98M5470	116646-0	98M54	v3308
4354	WST98M5471	116647-0	98M54	v3308
4352	WST98M5472	116648-0	98M54	v3308
4356	WST98M5473	116649-0	98M54	v3308
4360	WST98M5474	116650-0	98M54	v3308
4836	WST98P0511		98P05	v3308
4934	WST98P0512	117404-0	98P05	v3308
1868	WST98R1607	115064-0	98R16	v3308
1869	WST98R1608	115065-0	98R16	v3308
1871	WST98R1610	115067-0	98R16	v3308
1873	WST98R1612	115069-0	98R16	v3308
1874	WST98R1613	115070-0	98R16	v3308
1875	WST98R1614	115071-0	98R16	v3308
1913	WST98R2405	115524-0	98R24	v3308
1914	WST98R2406	115525-0	98R24	v3308
1915	WST98R2407	115526-0	98R24	v3308
1916	WST98R2408	115527-0	98R24	v3308
1917	WST98R2409	115528-0	98R24	v3308
1918	WST98R2410	115656-0	98R24	v3308
1919	WST98R2411	115657-0	98R24	v3308
1920	WST98R2412	115658-0	98R24	v3308
1921	WST98R2413	115659-0	98R24	v3308
1922	WST98R2414	115660-0	98R24	v3308
1964	WST98U0321	115048-0	98U03	v3308
1971	WST98U0328	115055-0	98U03	v3308

Vendor	Serial #	Card #	Device	Equip
K&S	730-53	453	98729	V3308
K&S	730-55	455	98729	V3308

Vendor	Serial #	Card #	Device	Equip
K&S	730-56	456	98729	V3308
K&S	730-57	457	98729	V3308
K&S	730-59	459	98729	V3308
K&S		460	98729	V3308
K&S	730-62	462	98729	V3308
FFI	93003	1103	98730	V3308
WW	W53006	206	98730	V3308
WW	W53007	207	98730	V3308
WW	W53008	208	98730	V3308
WW	W53009	209	98730	V3308
WW	W53010	210	98730	V3308
WW	W53011	211	98730	V3308
WW	W53012	212	98730	V3308
WW	W53014	214	98730	V3308
WW	W53016	216	98730	V3308
WW	WST98M4801	201	98M48	V3308
WW	WST98M4802	202	98M48	V3308
WW	WST98M4803	203	98M48	V3308
WW	WST98M4804	204	98M48	V3308
WW	WST98M4807	207	98M48	V3308
WW	WST98M4811	211	98M48	V3308
WW	WST98M4815	215	98M48	V3308
WW	WST98M4816	216	98M48	V3308
WW	WST98M4818	218	98M48	V3308
WW	WST98M4819	219	98M48	V3308
WW	WST98M4820	220	98M48	V3308
WW	WST98M4822	222	98M48	V3308
WW	WST98M4823	223	98M48	V3308
WW	WST98M4824	224	98M48	V3308
WW	WST98M4825	225	98M48	V3308
WW	WST98M4826	226	98M48	V3308
WW	WST98M4827	227	98M48	V3308
WW	WST98M4828	228	98M48	V3308
K&S	KST98M5301	401	98M53	V3308
K&S	KST98M5332	432	98M53	V3308
K&S	KST98M5333	433	98M53	V3308
K&S	KST98M5334	434	98M53	V3308
K&S	KST98M5336	436	98M53	V3308
K&S	KST98M5338	438	98M53	V3308
K&S	KST98M5340	440	98M53	V3308
K&S	KST98M5349	449	98M53	V3308
K&S	KST98M5353	453	98M53	V3308
K&S	KST98M5357	457	98M53	V3308
K&S	KST98M5358	458	98M53	V3308
K&S	KST98M5359	459	98M53	V3308

Vendor	Serial #	Card #	Device	Equip
K&S	KST98M5368	703	98M53	V3308
K&S	KST98M5372	707	98M53	V3308
K&S	KST98M5376	711	98M53	V3308
K&S	KST98M5425	425	98M54	V3308
K&S	KST98M5445	445	98M54	V3308
K&S	KST98M5449	449	98M54	V3308
K&S	KST98M5453	453	98M54	V3308
K&S	KST98M5456	456	98M54	V3308
K&S	KST98M5457	457	98M54	V3308
K&S	KST98M5460	460	98M54	V3308
K&S	KST98M5463	463	98M54	V3308
WW	WST98M5402	202	98M54	V3308
WW	WST98M5403	203	98M54	V3308
WW	WST98M5404	204	98M54	V3308
WW	WST98M5407	207	98M54	V3308
WW	WST98M5410	210	98M54	V3308
WW	WST98M5411	211	98M54	V3308
WW	WST98M5412	212	98M54	V3308
WW	WST98M5415	215	98M54	V3308
WW	WST98M5416	216	98M54	V3308
WW	WST98M5417	217	98M54	V3308
WW	WST98M5418	218	98M54	V3308
WW	WST98M5419	219	98M54	V3308
WW	WST98M5422	222	98M54	V3308
WW	WST98M5424	224	98M54	V3308
WW	WST98M5425	225	98M54	V3308
WW	WST98M5427	227	98M54	V3308
WW	WST98M5428	228	98M54	V3308
WW	WST98M5429	229	98M54	V3308
WW	WST98M5431	231	98M54	V3308
WW	WST98M5433	233	98M54	V3308
WW	WST98M5440	240	98M54	V3308
WW	WST98M5442	242	98M54	V3308
WW	WST98M5443	243	98M54	V3308
WW	WST98M5445	245	98M54	V3308
WW	WST98M5449	249	98M54	V3308
WW	WST98M5450	250	98M54	V3308
WW	WST98M5451	251	98M54	V3308
WW	WST98M5452	252	98M54	V3308
WW	WST98M5453	253	98M54	V3308
WW	WST98M5454	254	98M54	V3308
WW	WST98M5457	257	98M54	V3308
WW	WST98M5459	259	98M54	V3308
K&S	714-02	402	98R16	V3308
K&S	KST98R1608	408	98R16	V3308

Vendor	Serial #	Card #	Device	Equip
K&S	KST98R1616	416	98R16	V3308
K&S	714-18	418	98R16	V3308
K&S	714-23	423	98R16	V3308
K&S	714-24	424	98R16	V3308
K&S	714-27	427	98R16	V3308
K&S	714-38	438	98R16	V3308
K&S	714-45	445	98R16	V3308
K&S	KST98R1646	446	98R16	V3308
K&S	714-55	455	98R16	V3308
K&S	714-56	456	98R16	V3308
K&S	714-63	463	98R16	V3308
K&S	KST98R1673	758	98R16	V3308
WW	614-62	362	98R16	V3308
WW	614-64	364	98R16	V3308
WW	WST98R2401	201	98R24	V3308
WW	WST98R2402	202	98R24	V3308
FFI	ML0949A-006	1106	98R25	V3308
FFI	ML0949A-022	1122	98R25	V3308
FFI	ML0949A-026	1126	98R25	V3308
FFI	ML0949A-027	1127	98R25	V3308
K&S	711-09	409	98R25	V3308
K&S	KST98R2510	410	98R25	V3308
K&S	KST98R2511	411	98R25	V3308
K&S	KST98R2512	412	98R25	V3308
K&S	711-13	413	98R25	V3308
K&S	KST98R2514	414	98R25	V3308
K&S	KST98R2515	415	98R25	V3308
K&S	711-18	418	98R25	V3308
K&S	KST98R2520	420	98R25	V3308
K&S	711-21	421	98R25	V3308
K&S	KST98R2522	422	98R25	V3308
K&S	711-24	424	98R25	V3308
K&S	KST98R2528	428	98R25	V3308
K&S	711-29	429	98R25	V3308
K&S	711-30	430	98R25	V3308
K&S	KST98R2531	431	98R25	V3308
K&S	711-32	432	98R25	V3308
K&S	711-33	433	98R25	V3308
K&S	711-34	434	98R25	V3308
K&S	KST98R2536	436	98R25	V3308
K&S	711-37	437	98R25	V3308
K&S	KST98R2538	438	98R25	V3308
K&S	KST98R2539	439	98R25	V3308
K&S	711-40	440	98R25	V3308
K&S	711-41	441	98R25	V3308

Vendor	Serial #	Card #	Device	Equip
K&S	711-42	442	98R25	V3308
K&S	KST98R2543	443	98R25	V3308
K&S	KST98R2521	445	98R25	V3308
K&S	KST98R2547	447	98R25	V3308
K&S	711-48	448	98R25	V3308
K&S	KST98R2549	449	98R25	V3308
K&S	711-50	450	98R25	V3308
K&S	711-52	452	98R25	V3308
K&S	KST98R2553	453	98R25	V3308
K&S	711-55	455	98R25	V3308
K&S	KST98R2510(711-56)	456	98R25	V3308
K&S	KST98R2509	457	98R25	V3308
K&S	KST98R2559	459	98R25	V3308
K&S	KST98R2506	460	98R25	V3308
K&S	KST98R2561	461	98R25	V3308
K&S	711-63	463	98R25	V3308
K&S	KST98R2564	464	98R25	V3308
K&S	KST98R2565	465	98R25	V3308
WW	WST98R2502	202	98R25	V3308
WW	WST98R2505	205	98R25	V3308
WW	WST98R2506	206	98R25	V3308
WW	WST98R2507	207	98R25	V3308
WW	WST98R2510	210	98R25	V3308
WW	WST98R2512	212	98R25	V3308
WW	WST98R2513	213	98R25	V3308
WW	WST98R2514	214	98R25	V3308
WW	WST98R2515	215	98R25	V3308
K&S	KST98U0361	461	98U03	V3308
WW	WST98U0317	217	98U03	V3308
WW	WST98U0318	218	98U03	V3308
WW	WST98U0323	223	98U03	V3308
WW	WST98U0324	224	98U03	V3308
WW	WST98U0325	225	98U03	V3308
WW	WST98U0327	227	98U03	V3308
K&S	KST98U0402	402	98U04	V3308

EXHIBIT B

List of Probe Cards To Be Delivered by Spansion LLC to Spansion Japan

Exhibit B

List of Probe Cards To Be Loaned by Spansion LLC to Spansion Japan

Serial #	Asset #	Device	Equip
FUV98U0903	117174-0	98U09	V5400
FUV98U0905	117176-0	98U09	V5400
FUV98U0907	118272-0	98U09	V5400
FUV98U0909	118274-0	98U09	V5400
FUV98U0911	118276-0	98U09	V5400
FUV98U0912	118277-0	98U09	V5400
FUV98U0914	118279-0	98U09	V5400
FUV98U0915	118280-0	98U09	V5400
FUV98U0918	118838-0	98U09	V5400

EXHIBIT C

List of Probe Cards Already Delivered by Spansion Japan to Spansion LLC

Exhibit C

List of Probe Cards Loaned by Spansion Japan to Spansion LLC after bankruptcy filing²

Item	Device	Equip.	Card #	Asset #	Serial #
1	98454	V3308	101	K00003129	5100103070-1-1/2
2	98454	V3308	103	K00003358	5100138385-1-1/5
3	98454	V3308	104	K00003359	5100138385-1-2/5
4	98454	V3308	105	K00003360	5100138385-1-3/5
5	98454	V3308	463	K00003341	5100138382-0010-1/5
6	98454	V3308	465	K00003118	5100103074-0010-1/2
7	98F10	V3308	410	K00003742	5100248905-1-3/3
8	98F10	V3308	462	K00003218	5100125624-0010-2/5
9	98F10	V3308	411	K00004011	5100289479-1-1/2
10	98F10	V3308	461	K00003219	5100125624-0010-3/5
11	98F10	V3308	409	K00003741	5100248905-1-2/3
12	98F10	V3308	464	K00003050	5100091098-0010-2/2
13	98H19	V3308	456	K00003094	5100103075-0010-3/4
14	98H19	V3308	459	K00003091	5100101438-0010-5/5
15	98H19	V3308	457	K00003093	5100103075-0010-2/4
16	98H19	V3308	458	K00003092	5100103075-0010-1/4
17	98H19	V3308	461	K00003090	5100101438-0010-4/5
18	98H19	V3308	464	K00002998	5100082023-0010-2/2
19	98K33	V3308	408	K00003571	5100227083-1-1/10
20	98K33	V3308	415	K00003576	5100227083-1-6/10
21	98K33	V3308	101	K00002792	5100074633-1-1/2
22	98K33	V3308	102	K00002793	5100074633-1-2/2
23	98K33	V3308	103	K00002980	5100087978-1-1/5
24	98K33	V3308	104	K00002981	5100087987-1-2/5
25	98K33	V3308	105	K00002982	5100087978-1-3/5
26	98K33	V3308	111	K00003010	5100091091-1-4/8
27	98K33	V3308	112	K00003011	5100091091-1-5/8
28	98K33	V3308	115	K00003014	5100091091-1-8/8
29	98K33	V3308	459	K00003100	5100101439-0010-5/5
30	98K33	V3308	463	K00003096	5100101439-0010-1/5
31	98K33	V3308	106	K00002983	5100087978-1-4/5
32	98K33	V3308	107	K00002984	5100087978-1-5/5
33	98K33	V3308	108	K00002994	5100091091-1-1/8
34	98K33	V3308	110	K00003009	5100091091-1-3/8
35	98K33	V3308	113	K00003012	5100091091-1-6/8
36	98K33	V3308	461	K00003098	5100101439-0010-3/5

² Source: excel workbook from Furuichi-san on 11/4/09

37	98M57	V3308	412	K00003688	5100237105-3-2/2
38	98M57	V3308	414	K00003687	5100237105-3-1/2
39	98M57	V3308	102	K00002968	5100091095-1-2/2
40	98M57	V3308	103	K00003585	5100227080-3-1/4
41	98M57	V3308	104	K00003586	5100227080-3-2/4
42	98M57	V3308	105	K00003587	5100227080-3-3/4
43	98M57	V3308	106	K00003588	5100227080-3-4/4
44	98M57	V3308	107	K00003630	5100228453-1-1/4
45	98M57	V3308	109	K00003632	5100228753-1-3/4
46	98M57	V3308	112	K00004032	5100299137-1-2/2
47	98M57	V3308	403	K00003626	5100228754-1-1/4
48	98M57	V3308	404	K00003627	5100228754-1-2/4
49	98M57	V3308	405	K00003628	5100228754-1-3/4
50	98M57	V3308	406	K00003629	5100228754-1-4/4
51	98M57	V3308	407	K00003683	5100237105-1-3/6
52	98M57	V3308	409	K00003682	5100237105-1-2/6
53	98M57	V3308	411	K00003684	5100237105-1-4/6
54	98M57	V3308	413	K00003686	5100237105-1-6/6
55	98M57	V3308	464	K00002986	5100091099-0010-2/2
56	98M57	V3308	410	K00003685	51000237105-1-5/6
57	98R40	V3308	402	K00003658	5100234142-5-2/2
58	98R40	V3308	414	K00003995	5100284129-3-5/6
59	98R40	V3308	420	K00004015	5100290222-1-3/4
60	98U07	V3308	106	K00002952	5100087977-1-4/4
61	98U07	V3308	107	K00002990	5100091090-1-1/5
62	98U07	V3308	110	K00002996	5100091090-1-4/5
63	98U07	V3308	465	K00002838	5100077435-0010-1/2

List of Probe Cards Loaned by Spansion Japan to Spansion LLC before bankruptcy filing³

Item	Device	Equip.	Card #	Asset #	Serial #
1	98445	V3308	404	K00003930_00	5100278549-3-4/6
2	98445	V3308	302	K00003040	5100096149-1-2/2
3	98445	V3308	303	K00003212	5100125622-1-1/10
4	98445	V3308	105	K00003207	5100125622-1-3/10
5	98445	V3308	308	K00003210	5100125622-1-6/10
6	98445	V3308	309	K00003211	5100125622-1-7/10
7	98445	V3308	310	K00003214	5100125622-1-8/10
8	98445	V3308	114	K00003935_00	5100278550-3-2/6
9	98445	V3308	115	K00003936_00	5100278550-3-3/6
10	98445	V3308	117	K00003938_00	5100278550-3-5/6
11	98445	V3308	118	K00003939_00	5100278550-3-6/6

³ Source: excel workbook from Furuichi-san on 11/4/2009

Item	Device	Equip.	Card #	Asset #	Serial #
12	98445	V3308	119	K00003963_00	5100282189-1-1/2
13	98445	V3308	120	K00003964_00	5100282189-1-2/2
14	98454	V3308	459	K00003356	5100138382-0010-4/5
15	98454	V3308	460	K00003343	5100138382-0010-3/5
16	98454	V3308	461	K00003357	5100138382-0010-5/5
17	98454	V3308	464	K00003119	5100103074-0010-2/2
18	98883	V3308	456	K00003178	5100118501-0010-7/7
19	98883	V3308	457	K00003191	5100118501-0010-6/7
20	98883	V3308	458	K00003177	5100118501-0010-5/7
21	98883	V3308	459	K00003176	5100118501-0010-4/7
22	98883	V3308	460	K00003190	5100118501-0010-3/7
23	98883	V3308	461	K00003175	5100118501-0010-2/7
24	98883	V3308	462	K00003222	5100118501-0010-1/7
25	98883	V3308	463	K00002953	5100087980-0010-1/1
27	98445	V3308	1101	K00003241	ML1343A-001
28	98445	V3308	1102	K00003242	ML1343A-002
29	98447	V3308	462	K00002548	267644-1-1/2
30	98447	V3308	1101	K00002833	ML1131A-001
31	98447	V3308	1102	K00002842	ML1131A-002
32	98447	V3308	1103	K00002881	ML1131A-003
33	98447	V3308	1105	K00002883	ML1131A-005
34	98447	V3308	1107	K00002885	ML1131A-007
35	98447	V3308	1108	K00002886	ML1131A-008
36	98447	V3308	1109	K00002887	ML1131A-009
37	98447	V3308	1110	K00002893	ML1131A-010
38	98447	V3308	1703	K00002923	APP0400049
39	98447	V3308	1704	K00002941	APP0400050
41	98447	V3308	1708	K00002934	APP0400069
42	98447	V3308	1711	K00002944	APP0400072
43	98447	V3308	1712	K00002945	APP0400073
44	98447	V3308	450	K00003239	5100129208-0010-4/10
45	98447	V3308	458	K00003246	5100129208-0010-2/10
46	98447	V3308	449	K00003255	5100129208-0010-10/10
48	98M57	V3308	102	K00002968	5100091095-1-2/2
49	98M68	V3308	301	K00003745	5100248899-3-1/2
50	98M68	V3308	103	K00003965_00	5100284127-1-1/15
51	98M68	V3308	104	K00003966_00	5100284127-1-2/15
52	98M68	V3308	105	K00003967_00	5100284127-1-3/15
53	98M68	V3308	106	K00003968_00	5100284127-1-4/15
54	98M68	V3308	107	K00003969_00	5100284127-1-5/15
55	98M68	V3308	108	K00003970_00	5100284127-1-6/15
56	98M68	V3308	109	K00003971_00	5100284127-1-7/15
57	98M68	V3308	110	K00003972_00	5100284127-1-8/15
58	98M68	V3308	111	K00003973_00	5100284127-1-9/15
59	98M68	V3308	112	K00003974_00	5100284127-1-10/15
60	98M68	V3308	113	K00003975_00	5100284127-1-11/15
61	98M68	V3308	114	K00003976_00	5100284127-1-12/15

Item	Device	Equip.	Card #	Asset #	Serial #
62	98M68	V3308	115	K00003984_00	5100284127-1-13/15
63	98M68	V3308	116	K00003985_00	5100284127-1-14/15
64	98M68	V3308	117	K00003986_00	5100284127-1-15/15
65	98M68	V3308	118	K00004003_00	5100284127-5-1/2
66	98M68	V3308	119	K00004006_00	5100284127-5-2/2
67	98M68	V3308	120	K00004017_00	5100290221-1-1/4
68	98M68	V3308	121	K00004018_00	5100290221-1-2/4
69	98M68	V3308	122	K00004019_00	5100290221-1-3/4
70	98M68	V3308	123	K00004020_00	5100290221-1-4/4
71	98M68	V3308	403	K00003905	5100273393-1-1/2
72	98R40	V3308	403	K00003911	5100273393-3-1/2
73	98R40	V3308	404	K00003913	5100273393-3-2/2
74	98R40	V3308	405	K00003923_00	5100276627-1-1/2
75	98R40	V3308	406	K00003924_00	5100276627-1-2/2
76	98R40	V3308	407	K00003948_00	5100278549-1-5/5
77	98R40	V3308	408	K00003941_00	5100278549-1-1/5
78	98R40	V3308	410	K00003946_00	5100278549-1-3/5
79	98R40	V3308	416	K00003993_00	5100284129-3-3/6
80	98R40	V3308	417	K00003994_00	5100284129-3-4/6
81	98R40	V3308	102	K00003655	5100234143-3-2/2
82	98R40	V3308	104	K00003837	5100267972-3-2/4
83	98R40	V3308	106	K00003830	5100267972-3-4/4
84	98R40	V3308	107	K00003851	5100272542-1-1/4
85	98R40	V3308	108	K00003856	5100272542-1-2/4
86	98R40	V3308	109	K00003857	5100272542-1-3/4
87	98R40	V3308	110	K00003858	5100272542-1-4/4
88	98R40	V3308	112	K00003915	5100277139-1-2/4
89	98R40	V3308	113	K00003916	5100277139-1-3/4
90	98R40	V3308	114	K00003917	5100277139-1-4/4
91	98R40	V3308	115	K00003931_00	5100278550-1-1/5
92	98R40	V3308	116	K00003932_00	5100278550-1-2/5
93	98R40	V3308	117	K00003933_00	5100278550-1-3/5
94	98R40	V3308	118	K00003926_00	5100278550-1-4/5
95	98R40	V3308	119	K00003927_00	5100278550-1-5/5
96	98R40	V3308	121	K00003989_00	5100284127-3-2/6
97	98R40	V3308	122	K00004000_00	5100284127-3-3/6
98	98R40	V3308	123	K00003990_00	5100284127-3-4/6
99	98R40	V3308	124	K00004001_00	5100284127-3-5/6
100	98U04	V3308	463	K00002534	266454-1-2/2
101	98U04	V3308	101	K00002525	266453-1-1/2
102	98U04	V3308	1104	K00002810	ML0919A-004
103	98U07	V3308	113	K00003046	5100098347-1-2/4
104	98U07	V3308	464	K00002839	5100077435-0010-2/2
105	98U07	V3308	463	K00002969	5100087829-0010-1/2
106	98U07	V3308	462	K00002970	5100087829-0010-2/2
107	98U08	V3308	1101	K00003344	ML1411A-001
108	98U08	V3308	1102	K00003322	ML1411A-002

Item	Device	Equip.	Card #	Asset #	Serial #
109	98U08	V3308	1103	K00003323	ML1411A-003
110	98U08	V3308	1104	K00003324	ML1411A-004
111	98U08	V3308	1105	K00003325	ML1411A-005
112	98U08	V3308	1107	K00003327	ML1411A-007
113	98U08	V3308	1108	K00003328	ML1411A-008
114	98U08	V3308	1109	K00003329	ML1411A-009
115	98U08	V3308	1110	K00003330	ML1411A-010
116	98U08	V3308	1111	K00003331	ML1411A-011
117	98U08	V3308	1112	K00003332	ML1411A-012
118	98U08	V3308	1113	K00003345	ML1411A-013
119	98U08	V3308	1114	K00003333	ML1411A-014
120	98U08	V3308	1115	K00003334	ML1411A-015
121	98U08	V3308	1116	K00003335	ML1411A-016
122	98U08	V3308	1117	K00003336	ML1411A-017
123	98U08	V3308	1118	K00003337	ML1411A-018
124	98U08	V3308	1119	K00003338	ML1411A-019

EXHIBIT D

List of Probe Cards To Be Delivered by Spansion Japan to Spansion LLC

Exhibit D

List of Probe Cards To Be Loaned by Spansion Japan to Spansion LLC

Device	# of cards	Platform
98K38	4	v3308
98H21	1	V3308
98M68	10	V3308
98R40	2	V3308

EXHIBIT F

SPANSION JAPAN/GE TERM SHEET