UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): August 11, 2009

Avago Technologies Limited
(Exact name of Registrant as specified in its charter)

Republic of Singapore	**333-153127**	**N/A**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

1 Yishun Avenue 7
Singapore 768923
(Address of principal executive offices)

+65 6755-7888
Registrant's telephone number, including area code

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 3.03 Material Modification to Rights of Security Holders.

On August 11, 2009, in connection with the initial public offering (the "***IPO***") of the ordinary shares, no par value (the "***Ordinary Shares***") of Avago Technologies Limited ("**we**" or the "***Company***"), we entered into a Second Amended and Restated Shareholder Agreement (the "***Shareholder Agreement***") with Bali Investments S.àr.l, certain investment funds affiliated with Kohlberg Kravis Roberts & Co., certain investment funds affiliated with Silver Lake Partners, Seletar Investments Pte Ltd, Geyser Investment Pte. Ltd. and certain other parties named therein. The form of the Shareholder Agreement was previously described in and filed as an exhibit to the our Registration Statement on Form S-1, originally filed with the Securities and Exchange Commission (the "***SEC***") on August 21, 2008 and declared effective by the SEC on August 5, 2009 (as amended, the "***Registration Statement***"). The description of the Shareholder Agreement in the Registration Statement under the section "Certain Relationships and Related Party Transactions – Amended and Restated Shareholder Agreement" is hereby incorporated by reference. The foregoing description is qualified in its entirety by reference to the Shareholder Agreement attached hereto as Exhibit 4.1 and incorporated herein by reference.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On August 11, 2009, we filed a revised Memorandum and Articles of Association (the "***Articles***") in the Office of the Accounting and Corporate Regulatory Authority of Singapore in connection with our IPO, and the Articles became effective on August 11, 2009. The form of the Articles was previously described in and filed as an exhibit to our Registration Statement. The descriptions of the Articles in the Registration Statement under the sections "Description of Share Capital" and "Comparison of Shareholder Rights" are hereby incorporated by reference. The foregoing description is qualified in its entirety by reference to the Articles attached hereto as Exhibit 3.1 and incorporated herein by reference.

Item 8.01 Other Events.

Our IPO of 43,200,000 Ordinary Shares at a price to the public of $15.00 per share closed on August 11, 2009. Of the 43,200,000 Ordinary Shares initially offered, 21,500,000 Ordinary Shares were offered by us and 21,700,000 Ordinary Shares were offered by selling shareholders. On August 13, 2009, the underwriters of our IPO exercised their over-allotment option in full to acquire an additional 6,480,000 Ordinary Shares from selling shareholders. We will not receive any additional proceeds from the exercise of the underwriters' over-allotment option, other than the proceeds from the exercise of options held by certain selling shareholders which will not be material.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
3.1	Memorandum and Articles of Association
4.1	Second Amended and Restated Shareholder Agreement, dated August 11, 2009, among Avago Technologies Limited, Silver Lake Partners II Cayman, L.P., Silver Lake Technology Investors II Cayman, L.P., Integral Capital Partners VII, L.P., KKR Millennium Fund (Overseas), Limited Partnership, KKR European Fund, Limited Partnership, KKR European Fund II, Limited Partnership, KKR Partners (International), Limited Partnership, Capstone Equity Investors LLC, Avago Investment Partners, Limited Partnership, Bali Investments S.àr.l., Seletar Investments Pte Ltd, Geyser Investment Pte. Ltd. and certain other Persons.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: August 14, 2009

Avago Technologies Limited

By: /s/ Patricia McCall
Name: Patricia McCall
Title: Vice President, General Counsel

INDEX TO EXHIBITS FILED WITH THE CURRENT REPORT ON FORM 8-K DATED AUGUST 14, 2009

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Company No: 200510713C

THE COMPANIES ACT (CAP 50)

REPUBLIC OF SINGAPORE

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

AVAGO TECHNOLOGIES LIMITED

Incorporated on the 4th day of August 2005

Lodged in the Office of the Accounting & Corporate Regulatory Authority, Singapore

WONGPARTNERSHIP LLP
One George Street
#20-01
Singapore 049145
Tel: +65 6416 8000
Fax: +65 6532 5711/+65 6532 5722
Email: contactus@wongpartnership.com
Website: www.wongpartnership.com.sg

Company No: 200510713C

CERTIFICATE CONFIRMING INCORPORATION UPON CONVERSION

This is to confirm that the company AVAGO TECHNOLOGIES PTE. LIMITED which was incorporated on 04/08/2005 under the Companies Act as a company limited by shares did on 22/11/2005 convert to a public company and that the name of the company is now AVAGO TECHNOLOGIES LIMITED.

GIVEN UNDER MY HAND AND SEAL ON 23/11/2005.

/s/ CHUA SIEW YEN
CHUA SIEW YEN
ASSISTANT REGISTRAR
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA)
SINGAPORE

Company No: 200510713C

CERTIFICATE CONFIRMING INCORPORATION OF COMPANY UNDER THE NEW NAME

This is to confirm that ARGOS ACQUISITION PTE. LTD. incorporated under the Companies Act on 04/08/2005 did by a special resolution resolve to change its name to AVAGO TECHNOLOGIES PTE. LIMITED and that the company is now known by its new name with effect from 07/10/2005.

GIVEN UNDER MY HAND AND SEAL ON 10/10/2005.

/s/ SHIRLYN LIM
SHIRLYN LIM
ASSISTANT REGISTRAR
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA)
SINGAPORE

ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA) bizFILE

Company No: 200510713C

CERTIFICATE CONFIRMING INCORPORATION OF COMPANY

This is to confirm that ARGOS ACQUISITION PTE. LTD. is incorporated under the Companies Act (Cap 50), on and from 04/08/2005 and that the company is a PRIVATE COMPANY LIMITED BY SHARES.

GIVEN UNDER MY HAND AND SEAL ON 05/08/2005.

/s/ SHIRLYN LIM
SHIRLYN LIM
ASSISTANT REGISTRAR
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA)
SINGAPORE

THE COMPANIES ACT (CAP 50)

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

AVAGO TECHNOLOGIES LIMITED

(Adopted by Special Resolution passed on 31 July 2009)

(Incorporated in the Republic of Singapore)

1. The name of the Company is AVAGO TECHNOLOGIES LIMITED.*

2. The registered office of the Company will be situated in the Republic of Singapore.

3. The liability of the members is limited.

* By special resolution passed at an Extraordinary General Meeting held on 17 November 2005, the Company resolved to be converted to a public company and to change its name from Avago Technologies Pte. Limited. to Avago Technologies Limited. On 23 November 2005, the Company was converted to a public company and adopted the name Avago Technologies Limited.

We/I, the undersigned whose name(s), address(es) and description(s) are hereunto subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association, and we/I respectively agree to take the number of shares in the capital of the company set opposite to our/my respective name(s).

Name(s), Address(es) and Description of Subscriber(s)	**Number of Share(s) taken by each Subscriber(s)**
Andrew Ang Wen Po 59 Hillview Avenue #7-03 Hillington Green Singapore 669616 Advocate & Solicitor	Two
Total number of share(s) taken	Two

Dated this 4th day of August 2005

Witness to the above signatures:

Low Kah Keong
Advocate & Solicitor
c/o Wong*Partnership*
Advocates & Solicitors
80 Raffles PLace
#58-01 UOB Plaza 1
Singapore 048624

THE COMPANIES ACT (CAP 50)

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

AVAGO TECHNOLOGIES LIMITED

(Adopted by Special Resolution passed on 31 July 2009)

(Incorporated in the Republic of Singapore)

TABLE "A" EXCLUDED

1. The regulations in Table "A" in the Fourth Schedule to the Companies Act, Cap. 50, shall not apply to the Company.

INTERPRETATION

2. In these Articles, unless the subject or context otherwise requires, the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof:-

the Act:	The Companies Act, Cap. 50.
Affiliate:	An affiliate of, or a person affiliated with, a specified person, is a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.
these Articles:	These Articles of Association as originally framed or as altered from time to time by special resolutions.
the Board:	the board of Directors of the Company for the time being.
the Company:	Avago Technologies Limited
the Directors:	The directors of the Company for the time being.
Electronic Communication	Communication transmitted (whether from one person to another, from one device to another, from a person to a device or from a device to a person) (a) by means of a telecommunication system or (b) by other means but while in electronic form, such that it can (where particular conditions are met) be received in legible form or be made legible following receipt in non-legible form.

Member or shareholder	A duly registered holder from time to time of the shares in the capital of the Company.
the Office:	The registered office of the Company for the time being.
the Register	The principal register and where applicable, any branch register of members to be maintained at such place within or outside the Republic of Singapore as the Board shall determine from time to time.
the Seal:	The common seal of the Company.
the Secretary:	Any person appointed to perform the duties of a secretary of the Company. Where two or more persons are appointed to act as joint secretaries, this expression shall include any one of those persons.
$:	Singapore dollars, the legal currency of Singapore.

Any provision of these Articles that refers (in whatever words) to:

(a) the Directors;

(b) the Board;

(c) a majority of the Directors; or

(d) a specified number of percentage of the Directors of the Company

shall, unless the context otherwise requires, apply with necessary modifications in case the Company has only one Director.

Any provision of these Articles that refers (in whatever words) to:

(a) the members;

(b) a majority of members; or

(c) a specified number or percentage of members of the Company

shall, unless the context otherwise requires, apply with necessary modifications in case the Company has only one member.

Wherever any provision of these Articles (except a provision for the appointment of a proxy) requires that a communication as between the Company, its Directors or members be effected in legible form or a permitted alternative form, the requirement may be satisfied by the communication being given in the form of an Electronic Communication.

References in these Articles to “members” shall, where the Act requires, exclude the Company where it is a member by reason of its holding of its shares as treasury shares.

Words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine and neuter gender.

Words importing persons shall include corporations.

A special resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of these Articles.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a legible form.

Words or expressions contained in these Articles shall be interpreted in accordance with the provisions of the Interpretation Act, Cap. 1, and of the Act as in force at the date which these Articles become binding on the Company.

A reference in these Articles to "holders" of shares or a class of shares shall, except where otherwise provided, exclude the Company in relation to shares held by it as treasury shares.

PUBLIC COMPANY

3. The Company is a public company.

SHARE CAPITAL

4. (a) Subject to the approval of the Company by ordinary resolution in a general meeting and the Act, these Articles and any special rights previously conferred on the holders of any existing shares or class of shares, the Board may:

(i) allot and issue ordinary shares to such persons on such terms and conditions and for such consideration as the Board may deem fit;

(ii) make or grant offers, agreements, options, warrants or other instruments that might or would require ordinary shares to be allotted and issued to such persons on such terms and conditions and for such consideration as the Board may deem fit; and

(iii) establish such preferred, deferred, qualified or other special rights, privileges or conditions or such restrictions, whether in regard to dividend, voting, return of capital, redemption or otherwise, as the Board may deem fit with respect to additional classes of shares and, with respect to such additional classes of shares, allot and issue, or make or grant offers to issue such shares as described in paragraphs (i) and (ii) above.

(b) The Company may by ordinary resolution in a general meeting, give to the Board, a general authority, either unconditionally or subject to such conditions as may be specified in the ordinary resolution, to issue any particular class of shares (including redeemable preference shares) or options over shares (whether by way of rights, warrants, bonus or otherwise) where, unless previously revoked or varied by the Company in a general meeting, such authority to issue shares does not continue beyond the conclusion of the annual general meeting of the Company next following the passing of the ordinary resolution or the date by which such annual general meeting is required to be held, or the expiration of such other period as may be prescribed by the Act (whichever is earlier).

(c) All new shares shall be subject to the conditions of issue, and the provisions of the Act and of these Articles with reference to allotment, transfer, transmission and otherwise.

(d) The Company may not, except as provided and in accordance with the Act, give financial assistance for the purpose of, or in connection with the acquisition or proposed acquisition of shares or units of shares in the Company.

5. Subject to the provisions of the Act and unless otherwise provided by the terms of issue of the shares of a particular class of shares, if at any time there exist different classes of shares, the rights attached to any class may, whether or not the Company is being wound up, be varied or abrogated with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be a member or members entitled to vote being present in person or by proxy or in the case of a corporation by a representative and holding between them a majority of the number of issued shares of the class. For the purposes of this Article "member" includes a person attending as a proxy or as representing a corporation which is a member.

6. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of the class, be deemed to be varied by the creation or issue of further shares ranking equally therewith.

7. The Company may pay commissions or brokerage fees on any issue of shares at such rate or amount and in such manner as the Board may deem fit. Such commissions or brokerage fees may be satisfied by the payment of cash or the allotment of fully paid shares or partly in one way and partly in the other.

REGISTRATION, TRANSMISSION AND TRANSFER OF SHARES

8. The Company shall not exercise any right in respect of treasury shares other than as provided by the Act. Subject thereto, the Company may deal with its treasury shares in the manner authorized by, or prescribed pursuant to, the Act.

9. Except as required by law and these Articles, no person shall be recognized by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or unit of a share or (except only as by these Articles or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

10. (a) Every share certificate shall be issued under the Seal and shall specify the number, the class of shares to which it relates and the amount paid on or the amount unpaid on the shares, and shall bear the autographic or facsimile signatures of one Director and the Secretary or a second Director or some other person appointed by the Board. The facsimile signatures may be reproduced by mechanical, electronic or other methods approved by the Board. No certificates shall be issued representing shares of more than one class.

(b) Every person whose name is entered as a member in the register of members shall be entitled without payment to receive a certificate under the Seal of the Company in accordance with the Act but in respect of a share or shares held jointly by several persons the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

(c) The Company shall not be bound to register more than three persons as the registered holder of a share except in the case of executors or administrators of the estate of a deceased member.

(d) Subject to the payment of all or any part of the stamp duty payable (if any) on each share certificate prior to the delivery thereof which the Board in its absolute discretion may require, every person whose name is entered as a member in the register of members shall be entitled to receive within two months after the allotment of shares, and within one month after the date on which the transfer (other than such a transfer as the Company is for any reason entitled to refuse to register and does not register) of the shares is lodged with the Company, one certificate for all his shares of any one class or several certificates in reasonable denominations each for a part of the shares so allotted or transferred.

(e) Where a member transfers only part of the shares comprised in a certificate or where a member requires the Company to cancel any certificate or certificates and issue new certificates for the purpose of subdividing his holding in a different manner, the old certificate or certificates shall be cancelled and a new certificate or certificates for the balance of such shares issued in lieu thereof and such member shall pay all or any part of the stamp duty payable (if any) on each share certificate prior to the delivery thereof which the Board in its absolute discretion may require.

(f) Subject to the provisions of the Act, if any share certificate shall be defaced, worn out, destroyed, lost or stolen, it may be renewed on such evidence being produced and a letter of indemnity and/or bond , as the Company may deem fit, being given by the shareholder, the transferee, person entitled, purchaser, member firm or member company of any stock exchange upon which the shares in the Company may be listed or on behalf of its or their client or clients as the Company shall require, and in the case of defacement or wearing out, on delivery up of the old certificate and in any case on payment of such sum not exceeding $2 as the Company may from time to time require together with the amount of the proper duty for which such share certificate is chargeable under any law for the time being in force relating to stamps. In the case of destruction, loss or theft, a shareholder or person entitled to whom such renewed certificate is given shall also bear the loss and pay to the Company all expenses incidental to the investigations by the Company of the evidence of such destruction or loss.

(g) In the case of shares registered jointly in the names of several persons, any such request may be made by any one of the registered holders.

11. (a) All transfers of shares may be effected by transfer in writing in any usual or common form or in any other form acceptable to the Company and may be under hand only.

(b) The instrument of transfer shall be signed by or on behalf of both the transferor and the transferee.

(c) The transferor shall remain the holder of the shares concerned until the name of the transferee is entered in the register of members in respect thereof.

(d) All instruments of transfer which are registered may be retained by the Company.

12. (a) There shall be no restriction on the transfer of shares (except where restricted by law, by contract or by the listing rules, rules and/or bye-laws of any stock exchange upon which the shares of the Company may be listed).

(b) If the Company shall refuse to register a transfer of any share it shall, within one month from the date on which the application for transfer was made, send to the transferee a notice in writing stating the facts which are considered to justify refusal and send to both the transferor and transferee a notice of refusal as required by the Act.

(c) The Company may in its sole discretion, refuse to register any instrument of transfer of shares unless:

(i) all or any part of the stamp duty (if any) payable on each share certificate and such fee as the Company may from time to time require, is paid to the Company in respect thereof;

(ii) the instrument of transfer is in respect of only one class of shares; and

(iii) the instrument of transfer has been duly stamped with the amount of stamp duty (if any) with which it is chargeable under any law for the time being in force relating to stamps.

(d) The Company shall not register a transfer to a person who is known to them to be an infant or a person of unsound mind but the Company shall not be bound to enquire into the age or soundness of mind of any transferee.

13. Every instrument of transfer shall be left at the Office or at the office at which a branch register of members is kept for registration accompanied by the certificate of the shares to be transferred and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the shares and, if the instrument of transfer is executed by some other person on his behalf, the authority of the person so to do. All instruments of transfer which are registered may be retained by the Company but any instrument of transfer which the Company may decline to register shall (except in the case of fraud) be returned to the person depositing the same together with the share certificate and notice of refusal within one month after the date on which the transfer was lodged with the Company.

14. (a) The legal personal representatives of a deceased sole holder of a share shall be the only persons recognised by the Company as having any title to the share. In the case of a share registered in the names of two or more holders, the survivors or survivor, or the legal personal representatives of the deceased survivor, shall be the only persons recognised by the Company as having any title to the share.

(b) In the case of the death of a member, the survivor or survivors where the deceased was a joint holder, and the executors and administrators of the deceased where he was the sole or only surviving holder, shall be the only person(s) recognized by the Company as having any title to his interest in the shares.

(c) Nothing in this Article shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share held by him.

(d) There shall be paid to the Company in respect of the registration of any instrument of transfer or probate or letters of administration or certificate of marriage or of death or stop notice or power of attorney or other document relating to or affecting the title to any shares or otherwise for making any entry in the register of members affecting the title to any shares, such fee as the Company may from time to time require or prescribe.

(e) The Company shall be entitled to destroy all instruments of transfer which have been registered at any time after the expiration of six years from the date of registration thereof and all dividend mandates and notification of change of address at any time after the expiration of six years from the date of recording thereof and all share certificates which have been cancelled at any time after the expiration of six years from the date of cancellation thereof and it shall be conclusively presumed in favour of the Company that every entry in the register of members purporting to have been made on the basis of an instrument of transfer or document so destroyed was duly and properly registered and every share certificate so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company, provided always that:

(i) the provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of claim (regardless of the parties thereto) to which the document might be relevant;

(ii) nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than aforesaid or in any other circumstances which would not attach to the Company in the absence of this Article; and

(iii) references herein to the destruction of any document include references to the disposal thereof in any manner.

15. Any person to whom the right to any share has been transmitted by operation of law upon producing such evidence of such transmission as the Company deems sufficient may with the consent of the Company be registered as a member in respect of such shares or may subject to the provisions of these Articles transfer such shares. The merger of any two or more corporations under the laws of one or more foreign countries or states shall, subject to applicable laws, constitute a transmission by operation of law for the purposes of this Article.

ALTERATION OF CAPITAL

16. The Company may, by ordinary resolution, from time to time in any manner allowed by the Act:

(a) consolidate all or any of its shares;

(b) subdivide its shares or any of them provided always that in such subdivision the proportion between the amount paid and the amount (if any) unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced shares is derived; or

(c) subject to the provisions of the Act and these Articles, convert any class of shares, which have been fully paid-up into any other class of shares.

17. The Company may reduce its share capital or any reserve in any manner and with and subject to any incident authorized and consent required by law.

18. Except so far as otherwise provided by the conditions of issue or by these Articles, all new shares shall be subject to the same provisions with reference to allotments, payment of calls, liens, transfer, transmission, forfeiture and otherwise as the issued shares in that same class.

PURCHASE OF OWN SHARES

19. Subject to and in accordance with the provisions of the Act, the Company may authorize the Board in general meeting to purchase or otherwise acquire shares issued by it upon such terms and subject to such conditions as the Company may deem fit. Such shares may be held as treasury shares or cancelled as provided in the Act or dealt with in such manner as may be permitted under the Act. On cancellation of the shares as aforesaid, the rights and privileges attached to that shares shall expire.

GENERAL MEETINGS

20. All general meetings may be held in Singapore or such other jurisdictions as the Board deems fit.

21. Subject to the Statutes, an annual general meeting shall be held once in every year and not more than fifteen months after the holding of the last preceding annual general meeting, at such time and place as may be determined by the Board. An annual general meeting of the Company shall be held in accordance with the provisions of the Act. All general meetings other than annual general meetings shall be called extraordinary general meetings.

22. The Board may, whenever it deems fit, convene an extraordinary general meeting and extraordinary general meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by the Act.

23. Subject to the provisions of the Act, any general meeting at which it is proposed to pass a special resolution or a resolution of which special notice has been given to the Company, shall be called by twenty one days' notice in writing at the least, and an annual general meeting and any other extraordinary general meeting by fourteen days' notice in writing at the least. The period of notice shall in each case be exclusive of the day on which the notice is served or deemed to be served and the day on which the meeting is to be held provided that a meeting notwithstanding it has been called by a shorter notice than specified above shall be deemed to have been duly called if it is so agreed:

(a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and

(b) in the case of an extraordinary general meeting, by a majority in the number of members having a right to attend and vote thereat, being a majority together holding not less than 95 per cent of the total voting rights of all the members having a right to attend and vote thereat.

24. (a) A member may appoint one or more proxies to attend and vote at the same general meeting. The Company shall be entitled and bound, in determining rights to vote and other matters in respect of a completed instrument of proxy submitted to it, to have regard to the instructions (if any) given by and the notes (if any) set out in the instrument of proxy.

(b) In any case where an instrument of proxy appoints more than one proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified in the instrument of proxy.

(c) A proxy need not be a member of the Company.

25. Every notice calling a general meeting or annual general meeting shall specify the place, day and hour of meeting and, in the case of special business, shall specify the general nature of the business to be transacted at the meeting. In the case of an annual general meeting, the notice shall also specify the meeting as such. In the case of any general meeting at which a resolution is to be proposed as a special resolution, the notice shall contain a statement to that effect. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any member shall not invalidate the proceedings at any meeting. There shall appear with reasonable prominence in every such notice, a statement that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him and that such proxies need not be a member of the company. The instrument appointing a proxy shall be deemed to confer authority to move any resolution or amendment thereto and to speak at the meeting.

26. (a) All business that is transacted at an extraordinary general meeting shall be deemed special. All business that is transacted at an annual general meeting shall be deemed special except: (i) the declaration of a dividend; (ii) the consideration of the accounts of the Company together with the reports of the Board and auditors thereon; (iii) the election of Directors; and (iv) the appointment and fixing of the remuneration of the auditors. Any notice of a general meeting to consider special business shall be accompanied by a statement regarding the effect of any proposed resolution on the Company in respect of such special business.

(b) No business other than the appointment of a chairman shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, the quorum for any general meeting shall be a member (in the event of a corporation being beneficially entitled to the whole of the issued capital of the Company or there being only one member of the Company) or members entitled to vote being present in person or by proxy or representative and holding between them a majority of the number of issued and paid-up shares of the Company for the time being provided that where a member is represented by more than one proxy, such proxies shall count as only one member for the purpose of determining the quorum.

(c) For the purposes of this Article, “member” includes a person attending as a proxy or as representing a corporation which is a member.

27. Subject to the provisions of the Act, the Company may as it deems fit allow one or more Members to participate in a meeting by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and such participation shall constitute presence in person.

28. If within half an hour from the time appointed for the meeting (or such longer interval as the chairman of the meeting may deem fit to allow) a quorum is not present, the meeting if convened upon the requisition of members shall be dissolved; but in any other case it shall stand adjourned to the same day in the next week at the same time and place, unless the same shall be a public holiday, when it shall be adjourned to the day following at the

same time and place, and if at such adjourned meeting a quorum is not present, then a member or members entitled to vote being present in person or by proxy or representative and holding between them not less than a majority of the number of issued and paid-up shares of the Company for the time being, present in person or by proxy at the meeting, shall constitute a quorum for such adjourned meeting, and may transact the business for which the meeting was called.

29. (a) The chairman, if any, of the Board shall preside as chairman at every general meeting of the Company, or if there is no such chairman, or if he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the members present shall elect one of the other Directors present to be chairman of the meeting.

(b) If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a special resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon.

30. The chairman of any general meeting at which a quorum is present may with the consent of the meeting (and shall if so directed by the meeting), adjourn the meeting from time to time (or sine die) and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might legally have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more (or sine die), (a) the date and time for the adjourned meeting shall be fixed by the Board and (b) notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

31. (a) At any general meeting, any resolution put to the vote of the meeting shall be decided on a poll. Every member present in person or by proxy or by attorney or other duly authorized representative shall have one vote for each share he holds.

(b) A poll shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairman directs, and the result of the poll shall be the resolution of the meeting at which the poll was taken.

(c) The chairman may, and if so requested shall, appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

(d) If any votes be counted which ought not to have been counted or might have been rejected, the error shall not vitiate any result of the voting unless it can be pointed out at the same meeting or at any adjournment thereof and not in any case unless it shall in the opinion of the chairman of the meeting be of significant magnitude.

(e) With respect to any ordinary resolution proposed for consideration of the Company, the resolution shall be approved if it receives the affirmative vote of a majority in number of the shares which are fully paid-up and present in person or represented by proxy at the meeting and entitled to vote on the resolution.

(f) With respect to any special resolution proposed for consideration of the Company, the resolution shall be approved if it receives the affirmative vote of not less than three-fourths in number of the shares which are fully paid-up and present in person or represented by proxy at the meeting and entitled to vote on the resolution.

32. In the case of an equality of votes, the chairman of the meeting shall be entitled to a second or casting vote.

33. Where in Singapore or elsewhere, a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Board may in its absolute discretion, upon or subject to production of such evidence of the appointment as the Board may require, permit such receiver or other person on behalf of such member to vote in person or by proxy at any general meeting or to exercise any other right conferred by membership in relation to meetings of the Company.

34. Subject to any rights or restrictions for the time being attached to any class or classes of shares and the Act, at meetings of members or classes of members, each member entitled to vote may vote in person or by proxy and every member present in person or by proxy shall have one vote for each share he holds.

35. Subject to the provisions of the Act, all general meetings may, as the Board may deem fit, be held by means of video conference or by other means of electronic communications and in such manner as may be agreed by the Company in general meeting. All the provisions in these Articles as to general meetings shall, mutatis mutandis, be applicable.

36. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the register of members.

37. A member of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental disorders may vote by his committee, curator bonis or such other person as properly has the management of his estate and any such committee, curator bonis or other person may vote by proxy or attorney, provided that such evidence as the Board may require of the authority of the person claiming to vote shall have been deposited at the registered office of the Company no less than forty-eight hours before the time appointed for holding the meeting.

38. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

39. The instrument appointing a proxy shall be in writing (in the common or usual form) under the hand of the appointer or of his corporation, either under the seal or under the hand of an officer or attorney duly authorized. The instrument appointing a proxy shall be deemed to confer authority to move any resolution or amendment thereto and to speak at the meeting.

40. (a) An instrument appointing a proxy shall be in writing in any usual or common form or in any other form which the Board may approve and:

(i) in the case of an individual, shall be signed by the appointor or his attorney; and

(ii) in the case of a corporation, shall be either given under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation.

(b) The signature on such instrument need not be witnessed. Where an instrument appointing a proxy is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the instrument of proxy pursuant to Article 41, failing which the instrument may be treated as invalid.

41. An instrument appointing a proxy must be left at such place or one of such places (if any) as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified, at the registered office of the Company) not less than forty-eight hours before the time appointed for the holding of the meeting or adjourned meeting or (in the case of a poll taken

otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used, and in default shall not be treated as valid. The instrument shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates, provided that an instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purposes of any meeting shall not be required again to be delivered for the purposes of any subsequent meeting to which it relates.

42. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, or the transfer of the share in respect of which the instrument is given, if no intimation in writing of such death, unsoundness of mind, revocation, or transfer as aforesaid has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the instrument is used.

43. Any corporation which is a member of the Company may, by resolution of its directors or other governing body, authorize such person as it deems fit to act as its representative at any meeting of the Company or of any class of members of the Company, and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company and such corporation shall for the purposes of these Articles (but subject to the Act) be deemed to be present in person at any such Meeting if a person so authorized is present thereat.

DIRECTORS: APPOINTMENT, ETC.

44. The number of the Directors shall not be less than the minimum required by the Act or more than 13. All Directors shall be natural persons.

45. A Director shall not be required to hold any shares of the Company by way of qualification. A Director who is not a member of the Company shall nevertheless be entitled to attend and speak at general meetings.

46. The Company may from time to time by ordinary resolution passed at a general meeting reduce the number of Directors, but the number of Directors shall not be less than the minimum required by the Act.

47. (a) The Board may appoint any person to be a Director as an additional Director or to fill a casual vacancy provided that any person so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for re-election.

(b) Any appointment of a Director pursuant to this Article shall be ineffective if such appointment would have the result that the number of Directors exceeding the number fixed in accordance with Article 44.

(c) A retiring Director shall be eligible for re-election unless the provisions set out below apply.

(d) The Company at the meeting at which a Director retires under any provision of these Articles may, by ordinary resolution, fill the office being vacated by electing thereto, with the retiring Director or some other person eligible for appointment, failing which, the retiring Director shall be deemed to have been re-elected except in any of the following cases:

(i) where at such meeting it is expressly resolved not to fill such office or a resolution for the re-election of such Director is put to the meeting and lost;

(ii) where such Director is disqualified under the Act from holding office as a Director or has given notice in writing to the Company that he is unwilling to be re-elected;

(iii) where the default is due to the moving of a resolution in contravention of these Articles; or

(iv) where such Director has attained any retiring age applicable to him as Director.

The retirement shall not have effect until the conclusion of the meeting except where a resolution is passed to elect some other person in the place of the retiring Director or a resolution for his re-election is put to the meeting and lost and accordingly a retiring Director who is re-elected or deemed to have been re-elected will continue in office without a break.

(e) At any general meeting of the Company, a motion for the appointment of two or more persons as Directors by a single resolution shall not be made unless a resolution that it shall be so made has first been agreed to at the meeting without any votes being given against it and any resolution passed in contravention of this Article shall be void.

(f) In accordance with the provisions of section 152 of the Act, the Company may, by ordinary resolution of which special notice has been given, remove any Director before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Company and such Director but without prejudice to any claim he may have for damages for breach of any such agreement. The Company in a general meeting may by ordinary resolution appoint any person in place of a Director so removed from office and any person so appointed shall be treated for the purpose of determining the time at which he or any other Director is to retire by rotation as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director. In default of such appointment, the vacancy so arising may be filled by the Directors as a casual vacancy.

48. Any Director who holds any executive office or who serves on any committee, or who otherwise performs services which in the opinion of the Board are outside the scope of the ordinary duties of a Director, may be paid such remuneration by way of salary, commission or otherwise as the Board may determine. The appointment of any Director to any other executive office shall not automatically determine if he ceases from any cause to be a Director unless the contract or resolution under which he holds office shall expressly state otherwise, in which event, such determination shall be without prejudice to any claim for damages for breach of any contract or service between him and the Company.

49. In the election of Directors pursuant to Article 47(e), the candidates receiving the highest number of affirmative votes of the shares present in person or represented by proxy at the general meeting and entitled to vote on the election of Directors shall be elected, provided always that such number of affirmative votes shall not be less than the number of affirmative votes required for the passing of an ordinary resolution.

50. No person other than a Director retiring at the meeting shall, unless recommended by the Board for election, be eligible for appointment as a Director at any general meeting unless

(a) in the case of a member or members who in aggregate hold(s) more than fifty per cent of the total number of issued and paid-up shares of the Company (excluding treasury shares), not less than ten days, or

(b) in the case of a member or members who in aggregate hold(s) more than five per cent of the total number of issued and paid-up shares of the Company (excluding treasury shares), not less than 120 days,

before the date of the notice provided to members in connection with the general meeting, there shall have been lodged at the Office a written notice signed by such member or members (other than the person to be proposed for appointment) who (i) are qualified to attend and vote at the meeting for which such notice is given, and (ii) have held shares representing the prescribed threshold in (a) or (b) above, for a continuous period of at least one year prior to the date on which such notice is given. To be effective, the notice relating to the nomination of a Director pursuant to this Article, must be accompanied by a notice in writing signed by the person to be proposed giving his consent to the nomination and signifying his candidature for the office.

51. The Company may repay to any Director all reasonable traveling, hotel and other expenses properly incurred by the Director in attending and returning from meetings of the Board or any committee of the Directors or general meetings of the Company or otherwise in connection with the business of the Company.

52. The office of Director shall become vacant if the Director:

(a) ceases to be a Director by virtue of the Act;

(b) becomes bankrupt or makes any arrangement or composition with his creditors generally;

(c) becomes prohibited from being a Director by reason of any order made under the Act;

(d) becomes disqualified from being a Director by virtue of sections 148, 149, 154 and 155 of the Act;

(e) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental disorder;

(f) subject to section 145 of the Act, resigns his office by notice in writing to the Company;

(g) is for more than six months absent without permission of the Board from meetings of the Directors held during the period; or

(h) is removed by the Company in a general meeting pursuant to Article 47(f).

POWERS AND DUTIES OF DIRECTORS

53. The business and affairs of the Company shall be managed by the Board who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in a general meeting, but no resolution made by the Company in a general meeting shall invalidate any prior act of the Board which would otherwise have been valid if that resolution had not been made. Notwithstanding the foregoing, the Board shall not carry into effect any proposals for selling or disposing of the whole or substantially the whole of the Company's undertaking unless such proposals have been approved by the Company in a general meeting.

54. Subject as hereinafter provided and to the provisions of the Act, the Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property, or any part thereof and to issue debentures and other securities whether outright or as collateral security for any debt, liability, or obligation of the Company or of any third party.

55. The Board may exercise all the powers of the Company in relation to any official seal for use outside Singapore and in relation to branch registers.

56. The Board may from time to time by power of attorney appoint any corporation, firm or person or body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may deem fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may deem fit and may also authorize any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

57. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board from time to time determine.

58. The Board shall cause minutes to be made:

(a) of all the appointments of officers;

(b) of names of Directors present at all meetings of the Company and of the Directors; and

(c) of all proceedings at all meetings of the Company and of the Directors.

Such minutes shall be signed by the chairman of the meeting at which the proceedings were held or by the chairman of the next succeeding meeting

MEETINGS AND PROCEEDINGS OF DIRECTORS

59. Any Director or member of a committee of Directors may participate in a meeting of the Directors by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting. Such a meeting is deemed to be held at the place agreed upon by the Directors attending the meeting, provided that at least one of the Directors present at the meeting was at that place for the duration of the meeting. A Director participating in a meeting in the manner aforesaid may also be taken into account in ascertaining the presence of a quorum at the meeting. Minutes of the proceedings at a meeting by telephone conference, video conference, audio visual, or other similar communications equipment signed by the chairman of the meeting shall be conclusive evidence of such proceedings and of the observance of all necessary formalities and all resolutions agreed by the Directors in such meeting shall be deemed to be as effective as a resolution passed at a meeting in person of the Directors duly convened and held.

60. The Directors may meet together for the despatch of business adjourn and otherwise regulate their meetings as they deem fit. A Director may at any time and the Secretary shall on the requisition of a Director summon a meeting of the Directors.

61. Subject to these Articles questions arising at any meeting of the Directors shall be decided by a majority of votes and a determination by a majority of the Directors present shall for all purposes be deemed a determination of the Directors. In case of an equality of votes (except where only two Directors are present and form the quorum or when only two Directors are competent to vote on the question in issue) the chairman of the meeting shall have a second or casting vote.

62. (a) A Director may be a party to or in any way interested in any contract or arrangement or transaction to which the Company is a party or in which the Company is in any way engaged or concerned or interested. A Director may hold and be remunerated in respect of any office or place of profit (other than the office of auditor of the Company or any subsidiary thereof) under the Company or any other company in which the Company is in any way interested and he (or any firm of which he is a member) may act in a professional capacity for the Company or any such other company and be remunerated thereof. On any matter in which a Director is in any way interested and subject to disclosure in the manner provided for in Article 62(b), he may nevertheless vote and be taken into account for the purposes of a quorum and (save as otherwise agreed) may retain for his own absolute use and benefit all profits and advantages directly or indirectly accruing to him therefrom.

(b) A Director who is in any way, whether directly or indirectly, interested in a transaction or proposed transaction with the Company shall declare the nature of his interest in accordance with the provisions of the Act.

63. The quorum necessary for the transaction of the business of the Directors, shall be a majority of the Directors then in office. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.

64. The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.

65. The Directors may elect a chairman of their meetings and determine the period for which he is to hold office; but if no such chairman is elected, or if at any meeting the chairman is not present, the Directors present may choose one of their number to be chairman of the meeting.

66. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they deem fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors. Any such regulations may provide for or authorize the co-option to the committee of persons other than Directors and for such co-opted members to have voting rights as members of the committee.

67. A committee may elect a chairman of its meetings; if such chairman is so elected, or if at any meeting the chairman is not present within ten minutes after the time appointed for holding the meeting, the members present may choose one of their number to be chairman of the meeting.

68. A committee may meet and adjourn as it deems proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman shall have a second or casting vote.

69. All acts done by any meeting of the Directors or of a committee of the Directors or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

70. A resolution in writing signed by a majority of the Directors of the Company shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted. Any such resolution may consist of several documents in like form, each signed by one or more Directors. The expressions “in writing” and “signed” include approval by telefax, telex, cable, telegram, electronic mail or any other form of Electronic Communication approved by the Directors for such purpose from time to time incorporating, if the Directors deem necessary, the use of security and/or identification procedures and devices approved by the Directors.

71. Notwithstanding the foregoing, where the Company has only one Director, that Director may pass a resolution by recording the resolution and signing on the record.

MANAGING DIRECTOR

72. The Directors may from time to time appoint one or more of their body to the office of Managing Director for such period and on such terms as they deem fit and, subject to the terms of any agreement entered into in any particular case, may revoke any such appointment. His appointment shall be automatically terminated if he ceases for any reason whatsoever to be a Director.

73. A Managing Director shall, subject to section 169 of the Act and the terms of any agreement entered in any particular case, receive such remuneration (whether by way of salary, commission, or participation in profits, or partly in one way and partly in another) as the Directors may determine.

74. The Directors may entrust to and confer upon a Managing Director any of the powers exercisable by them upon such terms and conditions and with such restrictions of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of those powers.

SECRETARY

75. The Secretary shall in accordance with the Act be appointed by the Board for such terms, at such remuneration, and upon such conditions as it may deem fit, and any Secretary so appointed may be removed by it. If

thought fit two or more persons may be appointed as joint secretaries ("Joint Secretaries"). The Board may also appoint from time to time on such terms as it deems fit one or more assistant Secretaries. The appointment and duties of the Secretary or Joint Secretaries shall not conflict with the Act and in particular section 171 of the Act.

SEAL

76. The Board shall provide for the safe custody of the Seal, which shall only be used by the authority of the Board or of a committee of the Directors authorized by the Board in that behalf, and every instrument to which the Seal is affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Board for the purpose save that as regards any certificates for shares or debentures or other securities of the Company the Board may by resolution determine that such signatures or either of them shall be dispensed with or affixed by some method or system of mechanical signature or other method approved by the Board.

77. (a) The Company may exercise the powers conferred by Section 41 of the Act with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

(b) The Company may exercise the powers conferred by the Act with regard to having a duplicate Seal as referred to in section 124 of the Act which shall be a facsimile of the Seal with the addition on its face of the words "Share Seal" and such powers shall be vested in the Directors.

AUTHENTICATION OF DOCUMENTS

78. Any Director or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Board or any committee, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts; and where any books, records, documents or accounts are elsewhere than at the Office the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Board as aforesaid. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or of the Board or any committee which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed, or as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting. Any authentication or certification made pursuant to this Article may be made by any means of Electronic Communication approved by the Board from time to time for such purpose incorporating, if the Board deems necessary, the use of security and/or identification procedures or devices approved by the Board.

ACCOUNTS

79. The Board shall cause proper accounting and other records to be kept and shall distribute copies of balance-sheets and other documents as required by the Act and shall from time to time determine whether and to what extent and at what time and places and under what conditions or regulations the accounting and other records of the Company or any of them shall be opened to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any accounts or book or paper of the Company except as conferred by the Act or authorized by the Board or by the Company in general meeting.

AUDITORS

80. Auditors shall be appointed and their appointment and duties regulated in accordance with the provisions of the Act.

81. Subject to the provisions of the Act, all acts done by any person acting as an auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment or subsequently became disqualified.

DIVIDENDS

82. The Board may from time to time pay the members such dividends as appear to the Board to be justified by the profits of the Company.

83. No dividend shall be paid otherwise than out of the profits or shall bear interest against the Company.

84. The Board may retain the dividends payable upon shares in respect of which any person is under the provisions as to the transmission of shares hereinbefore contained entitled to become a member, or which any person is under those provisions entitled to transfer until such person shall become a member in respect of such shares or shall transfer the same.

85. Subject to the Act, when declaring a dividend, the Board may direct payment of such dividend wholly or partly by the distribution of specific assets, shares or debentures of the Company or in any one or more such ways, and where any difficulty arises in regard to such distribution, the Board may settle the same as it deems expedient, and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Board.

86. (a) Any dividend, interest, or other money payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two joint holders may give effectual receipts for any dividends, or other money payable in respect of the shares held by them as joint holders.

(b) If two or more persons are registered in the register of members as joint holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder, any one of them may give effectual receipts for any dividend or other moneys payable or property distributable on or in respect of the share.

(c) Any resolution declaring a dividend on shares of any class may specify that the same shall be payable to the persons registered as the holders of such shares in the register of members at the close of business on a particular date and thereupon, the dividend shall be payable to them in accordance with their respective holdings so registered but without prejudice to the rights inter se in respect of such dividends of transferors and transferees of any such shares.

(d) The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the shareholder (or the person entitled to the share in consequence of the death or bankruptcy of the holder) and delivered to the Company and if or to the extent the same is accepted as such or acted upon by the Company.

(e) The payment by the Board of any unclaimed dividends or other moneys payable on or in respect of a share other than a treasury share into a separate account shall not constitute the Company being a trustee in respect thereof. All dividends unclaimed after first becoming payable, may be invested or otherwise made use of by the Board for the benefit of the Company and any dividend unclaimed after a period of six years from the date of declaration of such dividend may be forfeited and if so shall revert to the Company but the Board may at any time thereafter at its absolute discretion, annul any such forfeiture and pay the dividend so forfeited to the person entitled thereto prior to the forfeiture.

(f) No dividend or any other distribution of the Company’s assets, whether in cash or otherwise, may be made to the Company in respect of the treasury shares.

BRANCH REGISTER

87. The Company may exercise the powers conferred by the Act and may cause to be kept in any place outside Singapore a branch register of members. The Board may, subject to the Act, make from time to time such provisions as it deems fit respecting the keeping of any such branch register and the transfer of shares to, on or from any such branch register and may comply with the requirements of any local law.

CAPITALIZATION OF PROFITS AND RESERVES

88. The Company in a general meeting may, upon the recommendation of the Board, resolve by ordinary resolution:-

(a) issue bonus shares for which no consideration is payable to the Company, to the members holding shares in the Company in proportion to their then holdings of shares; and/or

(b) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up in full new shares or debentures of the Company to be allotted and distributed and credited as fully paid up to and amongst such members in the proportion aforesaid, or partly in the one way and partly in the other, and the Board shall give effect to such resolution.

89. Whenever such a resolution as aforesaid shall have been passed the Board shall make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things, required to give effect thereto, with full power to the Board to make such provision by payment in cash or otherwise as it deems fit for the case of shares or debentures becoming distributable in fractions, and also to authorize any person to enter on behalf of all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalizations, and any agreement made under such authority shall be effective and binding on all such members.

90. The Board may from time to time set aside out of the profits of the Company and carry to reserve such sums as it deems proper which, at the discretion of the Board, shall be applicable for any purpose to which the profits of the Company may properly be applied and pending such application may either be employed in the business of the Company or be invested. The Board may divide the reserve into such special funds as it deems fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided. The Board may also, without placing the same to reserve, carry forward any profits. In carrying sums to reserve and in applying the same, the Board shall comply with the provisions of the Act.

NOTICES AND OTHER DOCUMENTS

91. Subject to the Act and where the context of any provisions of these Articles otherwise requires, any notice, accounts, balance-sheet, report or other document (including a share certificate) that may be given by the Company to any member can be given personally or by sending it by post to his registered address or by any other means in the form of an Electronic Communication. Where postal service is used, service shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting on the day after the date of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of post. Where electronic means is used, service shall be deemed on transmission provided that the transmission records reveal that there has been no error or break in the transmission.

92. A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holders first named in the register of members in respect of the share.

93. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name, or by the title or representatives of the deceased, or assignee of the bankrupt, or by any like description, at the address, supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

94. (a) Notice of every general meeting shall be given in any manner hereinbefore authorized to:

(i) (subject to the Act) every member;

(ii) every person entitled to share in consequence of the death or bankruptcy of a member who, but for his death or bankruptcy, would be entitled to receive notice of the meeting; and

(iii) the auditor of the Company for the time being.

(b) Unless the Board decides otherwise, no other person shall be entitled to receive notices of general meetings.

WINDING UP

95. (a) The Board shall have power in the name and on behalf of the Company to present a petition to the court for the Company to be wound up.

(b) If the Company is wound up the liquidator may, with the sanction of a special resolution of the Company, divide amongst the members in kind the whole or any part of the assets of the Company (whether they consist of property of the same kind or not) and may for that purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of any such assets in trustees upon such trusts for the benefits of the members as the liquidator with the like sanction, deems fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY

96. Subject to the provisions of and so far as may be permitted by the Act, every Director, Managing Director, Secretary and other officer of the Company and its subsidiaries and Affiliates, shall be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgement is given in his favour (or the proceedings otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the court. Without prejudice to the generality of the foregoing, no Director, Managing Director, Secretary or other officer of the Company and its subsidiaries and Affiliates shall be liable for the acts, receipts, neglects or defaults of any other Director or officer or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited or left or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same shall happen through his own negligence, default, breach of duty or breach of trust.

UNTRACEABLE MEMBERS

97. (a) Without prejudice to the rights of the Company under paragraph (b) of this Article, the Company may cease sending cheques for dividend entitlements or dividend warrants by post if such cheques or warrants have been left uncashed on two consecutive occasions. However, the Company may exercise the power to cease sending cheques for dividend entitlements or dividend warrants after the first occasion on which such a cheque or warrant is returned undelivered.

(b) The Company shall have the power to sell, in such manner as the Board deems fit, any shares of a Member who is untraceable, but no such sale shall be made unless:

(i) all cheques or warrants in respect of dividends of the shares in question, being not less than three in total number, for any sum payable in cash to the holder of such shares in respect of them sent during the relevant period in the manner authorized by the Articles of the Company have remained uncashed;

(ii) so far as it is aware at the end of the relevant period, the Company has not at any time during the relevant period received any indication of the existence of the Member who is the holder of such shares or of a person entitled to such shares by death, bankruptcy or operation of law; and

(iii) the Company, if so required by the rules governing the listing of shares on the stock exchange on which it is listed (the "Designated Stock Exchange"), has given notice to, and caused advertisement in newspapers in accordance with the requirements of, the Designated Stock Exchange to be made of its intention to sell such shares in the manner required by the Designated Stock Exchange, and a period of three months or such shorter period as may be allowed by the Designated Stock Exchange has clasped since the date of such advertisement.

For the purpose of the foregoing, the "relevant period" means the period commencing twelve years before the date of publication of the advertisement referred to in paragraph (c) of this Article and ending at the expiry of the period referred to in that paragraph.

(c) To give effect to any such sale the Board may authorize some person to transfer the said shares and an instrument of transfer signed or otherwise executed by or on behalf of such person shall be as effective as if it had been executed by the registered holder or the person entitled by transmission to such shares, and the purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale. The net proceeds of the sale will belong to the Company and upon receipt by the Company of such net proceeds it shall become indebted to the former Member for an amount equal to such net proceeds. No trust shall be created in respect of such debt and no interest shall be payable in respect of it and the Company shall not be required to account for any money earned from the net proceeds which may be employed in the business of the Company or as it deems fit. Any sale under this Article shall be valid and effective notwithstanding that the Member holding the shares sold is dead, bankrupt or otherwise under any legal disability or incapacity.

SECRECY

98. No member shall be entitled to require discovery of or any information in respect of any detail of the Company's trade or any matter which may be in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Board, it will be inexpedient in the interest of the members of the Company to communicate to the public save as may be authorized by law.

Name, Address and Occupation of Subscriber

Andrew Ang Wen Po
59 Hillview Avenue
#07-03 Hillington Green
Singapore 669616
Advocate & Solicitor

Dated this 4th day of August 2005.

Witness to the above signature:

Low Kah Keong
Advocate & Solicitor
c/o Wong*Partnership*
Advocates & Solicitors
80 Raffles PLace
#58-01 UOB Plaza 1
Singapore 048624

Exhibit 4.1

FORM OF SECOND AMENDED AND RESTATED SHAREHOLDER AGREEMENT

among

Avago Technologies Limited,

Silver Lake Partners II Cayman, L.P.,

Silver Lake Technology Investors II Cayman, L.P.

Integral Capital Partners VII, L.P.

KKR Millennium Fund (Overseas), Limited Partnership,

KKR European Fund, Limited Partnership,

KKR European Fund II, Limited Partnership,

KKR Partners (International), Limited Partnership,

Capstone Equity Investors LLC,

Avago Investment Partners, Limited Partnership,

Bali Investments S.à r.l.,

Seletar Investments Pte. Ltd.,

Geyser Investment Pte Ltd and

certain other Persons

Dated as of August 11, 2009

TABLE OF CONTENTS

FORM OF SECOND AMENDED AND RESTATED SHAREHOLDER AGREEMENT

This Second Amended and Restated Shareholder Agreement (this "Agreement") is made as of August 11, 2009 by and among:

(i) Avago Technologies Limited (Registration No. 200510713C), a public limited company incorporated in Singapore (together with its successors and permitted assigns, the "Company");

(ii) Bali Investments S.à r.l., a company organized under the laws of Luxembourg (together with its Permitted Transferees, "Luxco");

(iii) Silver Lake Partners II Cayman, L.P. ("SLP Cayman"), Silver Lake Technology Investors II Cayman, L.P. (together with SLP Cayman and, together with their Permitted Transferees, "Silver Lake") and Integral Capital Partners VII, L.P. (together with its Permitted Transferees, "Integral Capital") (collectively with Silver Lake and together with their Permitted Transferees, "SLP");

(iv) KKR Millennium Fund (Overseas), Limited Partnership ("KKR Millennium"), KKR European Fund, Limited Partnership ("KKR Europe"), KKR European Fund II, Limited Partnership ("KKR Europe II"), and KKR Partners (International), Limited Partnership (collectively, and together with their Permitted Transferees, "KKR"); and

(v) Avago Investment Partners, Limited Partnership, a limited partnership formed under the Exempt Limited Partnership Law (2003 Revision) of the Cayman Islands (together with its Permitted Transferees, "Avago Partners").

Parties not executing this Agreement but which are parties to the Amended Agreement and therefore bound by the provisions hereof are the following:

(i) Capstone Equity Investors LLC, a Delaware limited liability company (together with its Permitted Transferees, "Capstone");

(ii) Seletar Investments Pte. Ltd., a private limited company organized under the laws of Singapore (together with its Permitted Transferees, "Temasek");

(iii) Geyser Investment Pte Ltd, a private limited company organized under the laws of Singapore (together with its Permitted Transferees, "Geyser"); and

(iv) such other Persons, if any, that from time to time become parties hereto as transferees of Shares pursuant to Section 3.3 (collectively, together with the Sponsors, the "Shareholders").

RECITALS

WHEREAS, the Company and the Sponsors other than Capstone are party to that certain Shareholder Agreement (the "Original Agreement"), dated December 1, 2005 (the "Original Agreement Effective Date"), and the Company and the Sponsors are party to that certain Amended and Restated Shareholder Agreement (the "Amended Agreement"), dated February 3, 2006 (the "Amended Agreement Effective Date"), which amended and restated the Original Agreement in its entirety;

WHEREAS, Section 9.2 of the Amended Agreement provides that the Amended Agreement may be amended with an agreement in writing signed by the Company and Sponsors holding not less than 70% of the Outstanding Company Shares;

WHEREAS, the Company and Sponsors holding 70% or more of the Outstanding Company Shares desire to, and by the execution of this Agreement do hereby, amend and restate the Amended Agreement in its entirety to read as set forth herein;

WHEREAS, subject to the approval of the Company's shareholders, the directors of the Company are authorized by the Company Memorandum of Association to issue ordinary shares of the Company's share capital (the "Company Shares");

WHEREAS, as of the Effective Date, Luxco is owned by SLP, KKR, Capstone and Avago Partners;

WHEREAS, as of the Effective Date, each of the Sponsors owns the number of Company Shares set forth opposite such Sponsor's name on Schedule I attached hereto, including in the case of SLP, KKR, Capstone and Avago Partners, their pro rata share of Company Shares owned by Luxco, based upon their ownership of Luxco equity securities;

WHEREAS, certain managers of the Company and its Subsidiaries have purchased or may purchase Company Shares, or have received or may receive Options exercisable for Company Shares, pursuant to the Company's Equity Incentive Plan for Executive Employees of Avago Technologies Limited and Subsidiaries (the "Management Equity Plan"). With respect to Company Shares purchased by such certain managers under the Management Equity Plan and in certain instances other compensatory plans maintained by the Company, or any Company Shares issued to such certain managers upon exercise of any Options granted under the Management Equity Plan and in certain instances other compensatory plans maintained by the Company, the holders thereof (and their permitted transferees) (collectively, the "Management Shareholders") are or will be subject to the terms of a Management Shareholder Agreement, dated as of February 3, 2006 (as amended from time to time, the "Management Shareholder Agreement"), among the Company and the Management Shareholders; and

WHEREAS, the parties hereto desire to establish the composition of the Company's board of directors (the "Board"), to restrict the sale, assignment, transfer, encumbrance or other disposition of Company Shares, to provide for certain additional covenants and to provide for certain rights and obligations as between themselves in relation to the affairs of the Company and its Subsidiaries as hereinafter provided.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement intending to be bound hereby agree as follows:

1. AMENDMENT AND RESTATEMENT; EFFECTIVE DATE. This Agreement amends and restates the Amended Agreement in full to read as set forth herein, and this Agreement shall become effective as of the date first written above (the "Effective Date").

2. VOTING AGREEMENT.

2.1 Board of Directors.

2.1.1. Board Size. The authorized number of directors of the Board shall be fixed at eleven (11), or such other number as is determined from time to time pursuant to Section 2.1.6 or Section 2.5.1.

2.1.2. Designation of Directors. Subject to Sections 2.1.3, 2.1.5 and 2.1.6 and the Company Articles of Association, the following persons shall be elected to the Board:

(a) three (3) persons designated by Silver Lake, who shall initially be James A. Davidson, Kenneth Y. Hao and John R. Joyce (the "SLP Designees");

(b) three (3) persons designated by KKR, one of whom shall be designated by KKR Millennium, who shall initially be David Kerko, one of whom shall be designated by KKR Europe, who shall initially be Adam H. Clammer, and one of whom shall be designated by KKR Europe II, who shall initially be James H. Greene, Jr. (the "KKR Designees");

(c) one (1) person designated by Temasek, who shall initially be Bock Seng Tan, and who shall at all times be a person who qualifies as the Company's Singapore resident director (the "Temasek Designee" and together with the SLP Designees and KKR Designees, the "Sponsor Designees");

(d) one (1) person who shall be the then current Chief Executive Officer of the Company; and

(e) three (3) persons who shall, for so long as Section 2.5 shall be effective, be approved by Majority Sponsor Approval.

2.1.3. Board Observer. Subject to the Company Articles of Association, Geyser shall be entitled to designate one (1) person (the "Observer"), who shall be reasonably acceptable to the Company and shall initially be Tay Lim Hock, to attend all meetings of the Board, and the Company shall provide to the Observer, concurrently with the members of the Board and in the same manner, notice of such meetings and a copy of all materials provided to such members; provided, however, the Board, by majority vote, shall be entitled to exclude the Observer from portions of any Board meeting and to cause

portions of any Board materials delivered to the Observer to be redacted where and to the extent that the Board determines that exclusion is reasonably necessary to preserve attorney-client privilege; provided, further, for the avoidance of doubt, the Observer shall be subject to the confidentiality obligations set forth in Section 6.2 hereof and Geyser shall be responsible for the Observer's compliance therewith.

2.1.4. Sell-Down Provisions. In the event that Silver Lake has sold any of its Company Equity Shares or otherwise transferred any of its Company Equity Shares to an unaffiliated entity, or Luxco has sold any of its Company Equity Shares and distributed the proceeds to Silver Lake, and SLP (x) ceases to own at least 24% of the Outstanding Company Shares but continues to own at least 15% of the Outstanding Company Shares, Silver Lake shall no longer have the right to designate three (3) Sponsor Designees and shall have the right to designate only two (2) Sponsor Designees, (y) ceases to own at least 15% of the Outstanding Company Shares but continues to own at least 5% of the Outstanding Company Shares, Silver Lake shall no longer have the right to designate two (2) Sponsor Designees and shall have the right to designate only one (1) Sponsor Designee, and (z) ceases to own at least 5% of the Outstanding Company Shares, Silver Lake shall no longer have the right to designate any Sponsor Designees.

(a) In the event that KKR has sold any of its Company Equity Shares or otherwise transferred any of its Company Equity Shares to an unaffiliated entity, or Luxco has sold any of its Company Equity Shares and distributed the proceeds to KKR, and KKR (x) ceases to own at least 24% of the Outstanding Company Shares but continues to own at least 15% of the Outstanding Company Shares, it shall no longer have the right to designate three (3) Sponsor Designees and shall have the right to designate only two (2) Sponsor Designees (in which case, the Board Designators (as defined below) will be KKR Millennium and KKR Europe II), (y) ceases to own at least 15% of the Outstanding Company Shares but continues to own at least 5% of the Outstanding Company Shares, it shall no longer have the right to designate two (2) Sponsor Designees and shall have the right to designate only one (1) Sponsor Designee (in which case, the Board Designator will be KKR Europe II), and (z) ceases to own at least 5% of the Outstanding Company Shares, it shall no longer have the right to designate any Sponsor Designees.

(b) In the event that Temasek ceases to own the lesser of (x) at least 2.5% of the Outstanding Company Shares, provided that it has not sold any of its Company Equity Shares, or (y) at least 5% of the Outstanding Company Shares, it shall no longer have the right to designate the Temasek Designee.

(c) In the event that Geyser ceases to own the lesser of (x) at least 2.5% of the Outstanding Company Shares, provided that it has not sold any of its Company Equity Shares, or (y) at least 5% of the Outstanding Company Shares, it shall no longer have the right to designate the Observer.

2.1.5. Company Articles of Association. Notwithstanding the provisions of Sections 2.1.2, 2.1.3 and 2.1.4, the rights to designate the Sponsor Designees and the Observer provided for in Section 2.1.2, 2.1.3 and 2.1.4 are subject to the Company Articles of Association and applicable laws.

2.1.6. Additional Independent Directors. For so long as Section 2.5 shall be effective, the number of directors designated pursuant to Section 2.1.2(e) may from time to time temporarily be increased above the number set forth in such section if Majority Sponsor Approval is received in advance of any such designation; provided, however, that any such Majority Sponsor Approval may be revoked at any time, without notice and without cause, by a subsequent Majority Sponsor Approval to such effect, whereupon the excess director or directors above and beyond the number permitted by Section 2.1.2(e), as identified in the Majority Sponsor Approval, shall immediately be removed from the Board and the Board size and composition returned to that specified in Section 2.1.2; and provided, further, however, in the event of any vacancy of any such Board seat in excess of that permitted by Section 2.1.2(e), such vacancy may not be filled without Majority Sponsor Approval. As of the date of the adoption hereof, it is acknowledged that Majority Sponsor Approval has been provided for Section 2.1.2(e) temporarily to permit four (4) directors.

2.2 Removal and Replacement; Vacancies.

2.2.1. Removal and Replacement; Vacancies Generally. Subject to Section 2.2.2, the Company Articles of Association and applicable laws, members of the Board designated by Silver Lake, KKR Millennium, KKR Europe, KKR Europe II or Temasek (each, a "Board Designator"), as the case may be, may be removed by, and only by, the affirmative vote or written consent of such Board Designator. If, prior to his or her election to the Board, any person is unable or unwilling to serve as a Sponsor Designee, then the applicable Board Designator shall, subject to Section 2.1.3, be entitled to designate a replacement. If, following election to the Board, any Sponsor Designee resigns, is removed, or is unable to serve for any reason prior to the expiration of his or her term as a director, then, subject to Section 2.1.3, the Company Articles of Association and applicable laws, the applicable Board Designator shall be entitled to designate a replacement. If any Board Designator entitled to designate a person to fill any directorship fails to do so, then such directorship shall remain vacant until filled by such Board Designator.

2.2.2. Vacancies upon a Reduction in a Sponsor's Ownership Percentage. To the extent that, pursuant to Section 2.1.4, there is any reduction in the number of Sponsor Designees that any Board Designator is entitled to designate, then such Board Designator shall send a written notice to the Secretary of the Company stating the name of the Sponsor Designee(s) to be removed from the Board and, upon receipt of such notice by the Secretary of the Company (or, in the event such Board Designator fails to deliver such notice within ten (10) days after written request from the Company, such selection of a Sponsor Designee(s) of such Board Designator shall be made by the Company by lot), such Sponsor Designee(s) shall be deemed to have resigned from the Board, and the vacancy or vacancies created thereby (and, thereafter, any vacancies created in that particular directorship) shall be filled by a person designated by the Board acting in accordance with the Company's nomination and governance procedures.

2.3 Directors of Subsidiaries. Subject to applicable laws, the size and composition of the boards of directors of the Company's Subsidiaries shall be as determined by the Board; provided that, if at any time any Person other than an employee of the Company or any of its Subsidiaries (other than a Person who is also an employee, partner, member, shareholder or Affiliate of any Sponsor) or a local qualifying director is appointed to the board of directors of any Subsidiary of the Company, then each Board Designator shall have the right to designate a number of members to such board of directors in the same proportion as such Board Designator has the right to designate Sponsor Designees to the Board under Section 2.1.

2.4 Committees.

2.4.1. Composition. The Board may from time to time designate one or more committees, each of which shall have such number of members as is determined from time to time by the Board acting in accordance with the Company's nomination and governance procedures; provided that for so long as Silver Lake or KKR is entitled to designate one or more Sponsor Designees under Section 2.1, it shall have the right to designate one of its Sponsor Designees to serve as a member of each of the Board's committees (and if it has more than one Sponsor Designee, it may appoint a different Sponsor Designee to different Board committees); provided, further, however, that no such right to designate one or more Sponsor Designees to a Board committee would violate the U.S. federal securities laws or the requirements of the primary United States exchange on which the Company Shares are listed for trading. To the extent that a Sponsor Designee is removed from the Board pursuant to Section 2.2.2, such Sponsor Designee shall be deemed to have resigned from all committees upon which such Sponsor Designee is serving. Any vacancies on the Board's committees created thereby (and, thereafter, any vacancies created in these committee memberships) shall, subject to this Section 2.4.1 to the extent Silver Lake or KKR continues to have the right to appoint one of its Sponsor Designees to the Board's committees, be filled by the Board acting in accordance with the Company's nomination and governance procedures.

2.4.2. Authority. Each of the Board's committees, to the extent provided in the enabling resolution of such committee, the Company Articles of Association or this Agreement, shall have and may exercise all of the authority of the Board delegated to such committee. Any such delegation may be revoked at any time by action of the Board. Notwithstanding the foregoing, no committee of the Board shall have the power to act for the Board where such action would require Majority Sponsor Approval or otherwise expressly require the vote or consent of a majority of the Board's directors under applicable law, the Company Memorandum of Association or Company Articles of Association or this Agreement.

2.5 Actions Requiring Majority Sponsor Approval. Except as expressly provided in this Section 2.5 and subject to the Company Articles of Association and applicable laws, until such time as the Shareholders beneficially own, collectively, less than 50% of the Outstanding Company Shares, Majority Sponsor Approval is required for the following actions by the Company and/or its Subsidiaries:

2.5.1. Composition of the Board. Except as otherwise expressly provided in this Agreement, change the size or the composition of the Board or any committee of the Board or the board of directors or similar governing body of any Subsidiary; provided, however, the prior written consent of Temasek shall also be required to amend, delete or otherwise change its rights under Section 2.1.4(c); provided, further, the prior written consent of Geyser shall also be required to amend, delete or otherwise change its rights under Section 2.1.4(d).

2.5.2. Change in Control. Enter into or effect a Change in Control.

2.5.3. Certain Dispositions. Directly or indirectly, enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange or other disposal (including by merger, consolidation, sale of stock, or sale of assets) by the Company or the Subsidiaries of any assets having a fair market value or for consideration having a fair market value (in each case as reasonably determined by the Board) in excess of US$300,000,000, other than transactions solely between and among the Company and Wholly Owned Subsidiaries.

2.5.4. Certain Acquisitions. Directly or indirectly, enter into or effect any transaction or series of related transactions involving the purchase, lease, license, exchange or other acquisition (including by merger, consolidation, acquisition of stock, or acquisition of assets) by the Company or the Subsidiaries of any assets and/or equity securities of any Person for consideration having a fair market value (as reasonably determined by the Board) in excess of US$300,000,000, other than transactions solely between and among the Company and Wholly Owned Subsidiaries.

2.5.5. Certain Joint Ventures and Business Alliances. Enter into any joint venture or similar business alliance involving investment, contribution or disposition by the Company or the Subsidiaries of assets (including stock of Subsidiaries) having a fair market value (as reasonably determined by the Board) in excess of US$300,000,000 other than transactions solely between and among the Company and Wholly Owned Subsidiaries.

2.5.6. Certain Indebtedness. Incur (or extend, supplement, or otherwise modify any of the material terms of) any indebtedness (including any refinancing of existing indebtedness); assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other Person (provided that the Company or any Subsidiary may provide cross-guarantees for any indebtedness in existence as of the Original Agreement Effective Date or that has otherwise been approved under this Section 2.5.6); enter into (or extend, supplement, or otherwise modify any of the material terms of) any agreement under which it may incur indebtedness in the future; or make any loan, advance or capital contribution to any Person (other than the Company or any Wholly Owned Subsidiaries); or make any voluntary prepayment of indebtedness of the Company or any of the Subsidiaries outside the ordinary course of business; in each case in an aggregate principal amount in excess of US$300,000,000 in any transaction or series of related transactions, and other than (x) a draw down in the ordinary course of business under a debt agreement entered into prior to the date of such draw down, the execution of which previously received Majority Sponsor Approval or (y) occurred on or prior to the Original Agreement Effective Date.

2.5.7. Dissolution; Liquidation; Reorganization; Bankruptcy. Dissolve, liquidate or engage in any recapitalization or reorganization of the Company or any Subsidiary or initiate a voluntary liquidation, dissolution, receivership, bankruptcy or other insolvency proceeding involving the Company or any Subsidiary.

2.5.8. Affiliated Transactions. Enter into or effect any transaction with a Majority Sponsor (or with an Affiliate of such Majority Sponsor, or with any officer, director, or employee of such Majority Sponsor or its Affiliates), other than this Agreement, the Securities Subscription Agreement, the Luxco Securities Subscription Agreement, the Advisory Agreement and the Registration Rights Agreement and other than transactions which do not have a materially disproportionate effect on any of the Sponsors, in their capacity as Shareholders, relative to the other Sponsors; and such Majority Sponsor shall be excluded from the determination of Majority Sponsor Approval for such transaction under this Section 2.5.8.

2.5.9. Nature of Business. Make any material change in the nature of the business conducted by the Company and its Subsidiaries.

2.5.10. Management Shareholder Agreement; Capstone Shareholder Agreement. Amend, waive or otherwise modify the Management Shareholder Agreement or Capstone Shareholder Agreement in any material respect.

2.6 Disproportionate Effects on Co-Investors. Except for such actions as are specifically set forth in this Agreement, the Company shall not take any action in respect of any class of its shares that shall have a materially disproportionate effect on the Co-Investors, in their capacity as Shareholders of such class of shares, as compared to the Majority Sponsors, in their capacity as Shareholders of such class of shares, without first obtaining the prior written consent of the Co-Investors holding a majority of the number of such class of shares held by all the Co-Investors. Without limiting the foregoing, the Company agrees that any repurchase or redemption of equity or debt securities by it, other than any repurchase or redemption of equity securities from any current or former director, executive officer or employee of the Company where such equity securities were issued pursuant to or in connection with any compensatory plan, and other than pursuant to the Capstone Shareholder Agreement, will be made pro rata, based upon the ownership of such securities, among the Sponsors.

2.7 Further Assurances by all Shareholders.

2.7.1. Board of Directors Provisions. Each Shareholder hereby agrees to take, at any time and from time to time, all actions necessary or desirable (whether in such Shareholder's capacity as a shareholder, director or officer of the Company or otherwise, and including, without limitation, attendance at meetings in person or by proxy for the purposes of achieving a quorum and voting such Shareholder's Shares or execution of a written consent in lieu of attending a meeting) to accomplish the provisions of Sections

2.1 through 2.4, and the Company agrees to take, at any time and from time to time, all actions necessary or desirable within its control (including, without limitation, calling special board and shareholder meetings) to ensure that the provisions of Sections 2.1 through 2.4 are accomplished.

2.7.2. Approved Change in Control. With respect to any Change in Control that has received the Majority Sponsor Approval required under Section 2.5.2, each Shareholder agrees to cast all votes to which such Shareholder is entitled in respect of the Shares, whether at any annual or special meeting, by written consent or otherwise, in such manner as the Majority Sponsors may instruct by written notice to approve, effect, or implement such approved transaction. Each Shareholder hereby grants to the Majority Sponsors an irrevocable proxy coupled with an interest to vote, including in any action by written consent, such Shareholder's Shares in accordance with such Shareholder's agreements contained in this Section 2.7.2, which proxy shall be valid and remain in effect until the provisions of this Section 2.7.2 expire pursuant to Section 2.9.

2.8 Actions in Contravention. Subject to applicable law, neither the Company nor any of its Subsidiaries will give effect to any action by any Shareholder or any other Person which is in contravention of this Section 2.

2.9 Period. Each of the foregoing provisions of this Section 2 shall expire upon the consummation of a Change in Control that has received Majority Sponsor Approval.

3. TRANSFER RESTRICTIONS.

3.1 General Transfer Restrictions Each Shareholder understands and agrees that the Shares held by such Shareholder on the date hereof have not been registered under the Securities Act or registered or qualified under any state or foreign securities laws. No Shareholder shall Transfer such Shares (or solicit any offers in respect of any Transfer of such Shares), except in compliance with the Securities Act, any applicable state or foreign securities laws and any restrictions on Transfer contained in this Agreement or any other provisions set forth in the Securities Subscription Agreement (or, in the case of Luxco, the Luxco Securities Subscription Agreement), the Registration Rights Agreement or any other agreements or instruments pursuant to which such Shares were issued.

3.2 Allowed Transfers. Until the expiration of the provisions of this Section 3, no Shareholder shall Transfer any of such Shareholder's Shares to any other Person except as follows:

3.2.1. Permitted Transferees. Any Shareholder may Transfer any or all of such Shareholder's Shares to such Shareholder's Permitted Transferees and, after complying with the terms of Section 3.3, such a Permitted Transferee shall be deemed to be a Shareholder hereunder.

3.2.2. Public Transfers.

(a) Any Shareholder may Transfer any or all of such Shareholders' Shares in a Public Offering in accordance with and pursuant to the Registration Rights Agreement.

(b) From and after the closing of the Initial Public Offering, a Majority Sponsor may Transfer any or all of such Majority Sponsor's Shares pursuant to Rule 144 and in compliance with Section 3.4, or pursuant to a block sale to a financial institution in the ordinary course of its trading business; provided that any Transfer pursuant to this Section 3.2.2(b) occurring during the two-year period commencing on the closing of the Initial Public Offering shall not be made without Majority Sponsor Approval.

(c) Shares Transferred pursuant to this Section 3.2.2 shall conclusively be deemed thereafter not to be Shares under this Agreement.

3.2.3. Distributions and Charitable Contributions. From and after the closing of the Initial Public Offering, any Majority Sponsor may Transfer any or all of such Shareholder's Shares (a) in a pro rata Transfer to its partners, members or shareholders, as applicable, or (b) to a Charitable Organization, in each case without regard to any other restrictions on transfer contained elsewhere in this Agreement; provided that any Transfer pursuant to this Section 3.2.3 occurring during the two-year period commencing on the closing of the Initial Public Offering shall not be made without Majority Sponsor Approval. Any Shares so Transferred shall conclusively be deemed thereafter not to be Shares under this Agreement.

3.2.4. Participation in Drag-Along and Tag-Along.

(a) Drag-Along. Any Shareholder shall Transfer any or all of such Shareholder's Shares to the extent required pursuant to Section 4.2.

(b) Tag-Along. A Participating Seller may Transfer Shares pursuant to and in accordance with the provisions of Section 4.1, so long as each transferee agrees to be bound by the terms of this Agreement in accordance with Section 3.3 (if not already bound hereby).

3.2.5. Transfers by Co-Investors. In the event that a Co-Investor's Current Percentage Ownership of Shares is greater than the Current Percentage Ownership of Shares of whichever of Silver Lake or KKR has the smallest Current Percentage Ownership of Shares at such time, such Co-Investor may Transfer any of such Co-Investor's Shares provided that following any such Transfer such Co-Investor's Current Percentage Ownership of Shares shall not be less than the Current Percentage Ownership of Shares of whichever of Silver Lake or KKR has the smallest Current Percentage Ownership of Shares at such time. Any Shares so Transferred shall conclusively be deemed thereafter to be Shares under this Agreement and each transferee shall be bound by the terms of this Agreement in accordance with Section 3.3; provided, however, that if such Shares are Transferred (a) in a Public Offering, (b) from and after the closing of the Initial Public Offering, (i) pursuant to Rule 144 or a block sale to a

financial institution in the ordinary course of its trading business, in each case in compliance with Section 3.4, or (ii) pursuant to Regulation S under the Securities Act if such Shares following such Transfer are not "restricted securities" as defined in Rule 144, (c) in a pro rata Transfer to its partners, members or shareholders, as applicable, or (d) to a Charitable Organization, then the Shares Transferred pursuant to this Section 3.2.5 shall conclusively be deemed thereafter not to be Shares under this Agreement.

3.2.6. Other Private Transfers. In addition to any Transfers made in accordance with Sections 3.2.1, 3.2.2, 3.2.3, 3.2.4, 3.2.5 and 3.2.7, any Shareholder may Transfer any or all of such Shareholder's Shares with Majority Sponsor Approval if such Transfer takes place before the closing of the Initial Public Offering and in compliance with Sections 3.3 and 4.1. Any Shares so Transferred shall conclusively be deemed thereafter to be Shares under this Agreement and each transferee shall be bound by the terms of this Agreement in accordance with Section 3.3.

3.2.7. Luxco and Avago Partners Distributions. Luxco may at any time effect a Transfer of any or all of its Shares in a pro rata Transfer to its shareholders, without regard to any other restrictions on transfer contained elsewhere in this Agreement. Following such a distribution by Luxco, Avago Partners may at any time effect a Transfer of any or all of its Shares in a pro rata Transfer to its partners, without regard to any other restrictions on transfer contained elsewhere in this Agreement. Any Shares so Transferred by Luxco or Avago Partners shall conclusively be deemed thereafter to be Shares under this Agreement, each transferee shall be bound by the terms of this Agreement and, following any such Transfer by Avago Partners, its partners shall be deemed to be Sponsors hereunder.

3.3 Certain Transferees to Become Parties. Any transferee receiving Shares in a Transfer pursuant to Section 3.2.1, 3.2.4(b), 3.2.5 (except a Transfer following which the Shares are deemed not to be Shares hereunder), 3.2.6 or 3.2.7 shall become a Shareholder, party to this Agreement and subject to the terms and conditions of, and be entitled to enforce, this Agreement to the same extent, and in the same capacity, as the Person that Transfers such Shares to such transferee; provided that only a Permitted Transferee of a Sponsor will be deemed to be a Sponsor for purposes of this Agreement (and shall be deemed to be the same Sponsor as the Sponsor which Transferred to it). For the avoidance of doubt, (a) any transferee receiving Shares in a Transfer pursuant to Section 3.2.4(b), 3.2.5 (except a Transfer following which the Shares are deemed not to be Shares hereunder), 3.2.6 or 3.2.7 that is not a Permitted Transferee of a Sponsor will become a party to this Agreement without the benefit of the right to designate board and committee members, or to approve certain actions of the Company and its Subsidiaries, under Section 2; and (b) any transferee receiving Shares in a Transfer pursuant to Section 3.2.4(b), 3.2.5 (except a Transfer following which the Shares are deemed not to be Shares hereunder), 3.2.6 or 3.2.7 that is neither an existing Shareholder nor a Permitted Transferee of a Sponsor will become party to this Agreement as a Shareholder without the benefit of the rights of Tag Along Holders (Section 4.1). Prior to the Transfer of any Shares to any transferee pursuant to Section 3.2.1, 3.2.4(b), 3.2.5 (except a Transfer following which the Shares are deemed not to be Shares hereunder), 3.2.6 or 3.2.7, and as a condition thereto, each Shareholder effecting such Transfer shall (x) cause such transferee to deliver to the Company and each of the Sponsors its written agreement, in form and substance reasonably satisfactory to the Company, to be bound

by the terms and conditions of this Agreement to the extent described in the preceding sentence and (y) if such Transfer is to a Permitted Transferee, remain directly liable for the performance by such Permitted Transferee of all obligations of such transferee under this Agreement.

3.4 Restrictions on Public Transfers under Rule 144. After the Initial Public Offering, and subject to the provisions of Sections 3.2.2 and 3.2.5, if any Shareholders' sales of Shares pursuant to Rule 144 would be subject to aggregation (each such Shareholder whose Shares would be subject to aggregation, a "Related Holder"), then each such Related Holder shall promptly notify each other Related Holder (a) when it has commenced a measurement period for purposes of the Rule 144 group volume limit in connection with a Sale that is subject to such limit and (b) what the volume limit for that measurement period, determined as of its commencement, will be. Subject to Sections 3.2.2 and 3.2.5, each Related Holder shall be entitled to effect Sales that are subject to the Rule 144 group volume limit pro rata during the applicable measurement period based on its percentage ownership of Shares held by all such Related Holders at the start of such measurement period. The provisions of this Section 3.4 shall not apply to any Transfer of Shares (x) in a Public Offering or (y) not subject to volume limitation under Rule 144.

3.5 Impermissible Transfer. Subject to applicable law, any attempted Transfer of Shares not permitted under the terms of this Section 3 shall be null and void, and the Company shall not in any way give effect to any such impermissible Transfer.

3.6 Notice of Transfer. To the extent that, prior to the Initial Public Offering, any Shareholder or Permitted Transferee shall Transfer any Shares, such Shareholder or Permitted Transferee shall, within three (3) Business Days following consummation of such Transfer, deliver notice thereof to the Company and each Sponsor.

3.7 Period. Each of the foregoing provisions of this Section 3 shall expire upon the earlier of (i) a Change in Control and (ii) Majority Sponsor Approval of the termination in full of the provisions of this Section 3 after the Initial Public Offering.

4. "TAG ALONG" AND "DRAG ALONG" RIGHTS.

4.1 Tag Along. If any Prospective Selling Shareholder proposes to Sell any Shares to any Prospective Buyer(s) other than in a Transfer pursuant to Section 3.2.1, 3.2.2, 3.2.3 or 3.2.7:

4.1.1. Notice. The Prospective Selling Shareholder shall, prior to any such proposed Transfer, deliver a written notice (the "Tag Along Notice") to each Co-Investor (each such Co-Investor, a "Tag Along Holder"). The Tag Along Notice shall include:

(a) the principal terms and conditions of the proposed Sale, including (i) the number and class of the Shares to be purchased from the Prospective Selling Shareholder, (ii) the fraction(s) expressed as a percentage, determined by dividing the number of Shares of each class to be purchased from the Prospective Selling Shareholder by the total number of Shares of each such class held by the Prospective Selling Shareholder (for each class, the "Tag Along Sale Percentage") (it being understood that the Company shall reasonably cooperate with the Prospective Selling Shareholder in respect of the determination of each applicable

Tag Along Sale Percentage), (iii) the purchase price or the formula by which such price is to be determined and the payment terms, including a description of any non-cash consideration sufficiently detailed to permit valuation thereof, (iv) the name and address of each Prospective Buyer and (v) if known, the proposed Transfer date; and

(b) an invitation to each Tag Along Holder to make an offer to include in the proposed Sale to the applicable Prospective Buyer(s) Shares of the same class(es) being sold by the Prospective Selling Shareholder held by such Tag Along Holder (not in any event to exceed the Tag Along Sale Percentage of the total number of Shares of the applicable class held by such Tag Along Holder), on the same terms and conditions (subject to Section 4.4.3 in the case of Options, Warrants and Convertible Securities), with respect to each Share Sold, as the Prospective Selling Shareholder shall Sell each of its Shares. For purposes of this Section 4.1, but subject to Section 4.4.3, all Options, Warrants and Convertible Securities will be treated as the same class of Shares for which they may be exercised.

4.1.2. Exercise. Within ten (10) Business Days after the date of delivery of the Tag Along Notice (such date the "Tag Along Deadline"), each Tag Along Holder desiring to make an offer to include Shares in the proposed Sale (each a "Participating Seller" and, together with the Prospective Selling Shareholder and any other shareholders of the Company entitled to participate in the proposed Transfer, collectively, the "Tag Along Sellers") shall deliver a written notice (the "Tag Along Offer") to the Prospective Selling Shareholder indicating the number of Shares which such Participating Seller desires to have included in the proposed Sale (subject to the limitation set forth in Section 4.1.1(b)). Each Tag Along Holder who does not make a Tag Along Offer in compliance with the above requirements, including the time period, shall be deemed to have waived all of such Tag Along Holder's rights to participate in such Sale, and the Tag Along Sellers shall thereafter be free to Sell to the Prospective Buyer, at a purchase price no greater than the purchase price set forth in the Tag Along Notice and on other terms and conditions which are not materially more favorable to the Tag Along Sellers than those set forth in the Tag Along Notice, without any further obligation to such non-accepting Tag Along Holder(s) pursuant to this Section 4.1.

4.1.3. Irrevocable Offer. The offer of each Participating Seller contained in such Participating Seller's Tag Along Offer shall be irrevocable, and, to the extent such offer is accepted, such Participating Seller shall be bound and obligated to Sell in the proposed Sale on the same terms and conditions, with respect to each Share Sold (subject to Section 4.4.3 in the case of Options, Warrants and Convertible Securities), as the Prospective Selling Shareholder, up to such number of Shares as such Participating Seller shall have specified in such holder's Tag Along Offer; provided, however, that if the principal terms of the proposed Sale change with the result that the purchase price shall be less than the purchase price set forth in the Tag Along Notice or the other terms and conditions shall be materially less favorable to the Tag Along Sellers than those set forth in the Tag Along Notice, the Prospective Seller shall provide written notice thereof to each Participating Seller and each Participating Seller shall be permitted to withdraw the

offer contained in such holder's Tag Along Offer by written notice to the Prospective Selling Shareholder within three (3) Business Days after delivery of such written notice from the Prospective Selling Shareholder and upon such withdrawal shall be released from such Participating Seller's obligations thereunder.

4.1.4. Reduction of Shares Sold. The Prospective Selling Shareholder shall attempt to obtain the inclusion in the proposed Sale of the entire number of Shares which each of the Tag Along Sellers requested to have included in the Sale (as evidenced in the case of the Prospective Selling Shareholder by the Tag Along Notice and in the case of each Participating Seller by such Participating Seller's Tag Along Offer). In the event the Prospective Selling Shareholder shall be unable to obtain the inclusion of such entire number of Shares in the proposed Sale, the number of Shares to be sold in the proposed Sale shall be allocated among the Tag Along Sellers in proportion, as nearly as practicable, as follows:

(a) there shall be first allocated to each Tag Along Seller a number of Shares equal to the lesser of (i) the number of Shares of the applicable class offered (or proposed, in the case of the Prospective Selling Shareholder) to be included by such Tag Along Seller in the proposed Sale pursuant to this Section 4.1, and (ii) a number of Shares equal to such Tag Along Seller's Pro Rata Portion; and

(b) the balance, if any, not allocated pursuant to clause (a) above shall be allocated to the Prospective Selling Shareholder and each other Tag Along Seller which offered to sell a number of Shares of the applicable class in excess of such Person's Pro Rata Portion, pro rata to each Tag Along Seller based upon the amount of such excess, or in such manner as the Tag Along Sellers may otherwise agree.

4.1.5. Additional Compliance. If, prior to consummation, the terms of the proposed Sale shall change with the result that the purchase price to be paid in such proposed Sale shall be greater than the purchase price set forth in the Tag Along Notice or the other terms of such proposed Sale shall be materially more favorable to the Tag Along Sellers than those set forth in the Tag Along Notice, the Tag Along Notice shall be null and void, and it shall be necessary for a separate Tag Along Notice to be delivered, and the terms and provisions of this Section 4.1 separately complied with, in order to consummate such proposed Sale pursuant to this Section 4.1; provided, however, that in the case of such a separate Tag Along Notice, the applicable period to which reference is made in Section 4.1.2 shall be three (3) Business Days. In addition, if the Prospective Selling Shareholders have not completed the proposed Sale by the end of the 180th day after the date of delivery of the Tag Along Notice, each Participating Seller shall be released from such Participating Seller's obligations under such Participating Seller's Tag Along Offer, the Tag Along Notice shall be null and void, and it shall be necessary for a separate Tag Along Notice to be delivered, and the terms and provisions of this Section 4.1 separately complied with, in order to consummate such proposed Sale pursuant to this Section 4.1, unless the failure to complete such proposed Sale resulted from any failure by any Participating Seller to comply with the terms of this Section 4.1.

4.1.6. Actions with Respect to Tag Along. In connection with a proposed Sale to which Section 4.1 applies, each Prospective Selling Shareholder agrees that it shall not enter into any agreement or take any action, the principal purpose of which is to discourage or prevent a particular Tag Along Holder from exercising such Tag Along Holder's Tag Along rights pursuant to this Section 4.1.

4.2 Drag Along. With respect to a Change in Control which receives Majority Sponsor Approval, each Shareholder hereby agrees, if requested by the Majority Sponsors, to Sell the same percentage (the "Drag Along Sale Percentage") of the total number of each class of such Shares held by the Prospective Selling Shareholders that is proposed to be sold by the Prospective Selling Shareholders to a Prospective Buyer in such Change in Control (in one transaction or a series of related transactions), in the manner and on the terms set forth in this Section 4.2. For purposes of this Section 4.2, but subject to Section 4.4.3, all Options, Warrants and Convertible Securities will be treated as the same class of Shares for which they may be exercised. All Shares to be sold to the Prospective Buyer shall be included in determining whether or not a proposed transaction constitutes a Change in Control.

4.2.1. Exercise. If the Prospective Selling Shareholders wish to exercise the drag-along rights contained in this Section 4.2, then the Prospective Selling Shareholders shall deliver a written notice (the "Drag Along Notice") to each other Shareholder at least ten (10) Business Days prior to the consummation of the Change in Control transaction. The Drag Along Notice shall set forth the principal terms and conditions of the proposed Sale, including (a) the number and class of Shares to be acquired from the Prospective Selling Shareholders, (b) the Drag Along Sale Percentage for each class, (c) the consideration to be received in the proposed Sale for each class, (d) the name and address of the Prospective Buyer and (e) if known, the proposed Transfer date. If the Prospective Selling Shareholders consummate the proposed Sale to which reference is made in the Drag Along Notice, each other Shareholder (each, a "Participating Seller," and, together with the Prospective Selling Shareholders, collectively, the "Drag Along Sellers") shall: (i) be bound and obligated to Sell the Drag Along Sale Percentage of such Drag Along Seller's Shares of each class in the proposed Sale on the same terms and conditions, with respect to each Share Sold (subject to Section 4.2.2 and, in the case of Options, Warrants and Convertible Securities, Section 4.4.3) as the Prospective Selling Shareholders shall Sell each Share in the Sale (subject to Section 4.4.3 in the case of Options, Warrants and Convertible Securities); and (ii) except as provided in Section 4.4.3, shall receive the same form and amount of consideration per Share to be received by the Prospective Selling Shareholders for the corresponding class of Shares (on an as converted basis, in the case of Convertible Securities). If any holders of Shares of any class are given an option as to the form and amount of consideration to be received, all holders of Shares of such class will be given the same option. Unless otherwise agreed by each Drag Along Seller, any non-cash consideration shall be allocated among the Drag Along Sellers pro rata based upon the aggregate amount of consideration to be received by such Drag Along Sellers. If at the end of the 180th day after the date of delivery of the Drag Along Notice the Prospective Selling Shareholders have not completed the proposed Sale, the Drag Along Notice shall be null and void, each Participating Seller shall be released from such holder's obligation under the Drag Along Notice and it shall be necessary for a separate Drag Along Notice to be delivered and the terms and provisions of this Section 4.2 separately complied with, in order to consummate such proposed Sale pursuant to this Section 4.2.

4.2.2. Drag Along Seller Exclusions. Notwithstanding Section 4.2.1 but subject to Section 4.4.1, the requirement that Drag Along Sellers Sell on the same terms and conditions as the Prospective Selling Shareholders shall not apply to any provisions providing for bona fide advisory fees paid for actual services rendered for any Sponsor or requiring any Sponsor to agree to a non-compete.

4.3 [Reserved].

4.4 Miscellaneous. The following provisions shall be applied to any proposed Sale to which Section 4.1 or 4.2 applies:

4.4.1. Further Assurances. The Company and each Participating Seller shall take or cause to be taken all such actions as may be reasonably necessary or reasonably desirable in order to expeditiously consummate each Sale pursuant to Section 4.1 or Section 4.2 and any related transactions, including executing, acknowledging and delivering consents, assignments, waivers and other documents or instruments; furnishing information and copies of documents; filing applications, reports, returns, filings and other documents or instruments with governmental authorities; and otherwise cooperating with the Prospective Selling Shareholder(s) and the Prospective Buyer; provided, however, that Participating Sellers shall be obligated to become liable in respect of any representations, warranties, covenants, indemnities or otherwise to the Prospective Buyer solely to the extent provided in the immediately following sentence. Without limiting the generality of the foregoing, each Participating Seller agrees to execute and deliver such agreements as may be reasonably specified by the Prospective Selling Shareholder(s) to which such Prospective Selling Shareholder(s) will also be party, including agreements to (a)(i) make individual representations, warranties, covenants and other agreements as to the unencumbered title to its Shares and the power, authority and legal right to Transfer such Shares, the absence of any Adverse Claim with respect to such Shares and the non-contravention of other agreements and (ii) be liable as to such representations, warranties, covenants and other agreements, in each case to the same extent (but with respect to its own Shares) as the Prospective Selling Shareholder(s), and (b) in the case of a Sale pursuant to Sections 4.1 or 4.2, be liable (whether by purchase price adjustment, indemnity payments or otherwise) in respect of representations, warranties, covenants and agreements in respect of the Company and its subsidiaries; provided, however, that the aggregate amount of liability described in this clause (b) in connection with any Sale of Shares shall not exceed the lesser of (i) such Participating Seller's pro rata portion of any such liability, to be determined in accordance with such Participating Seller's portion of the aggregate proceeds to all Participating Sellers and Prospective Selling Shareholder(s) in connection with such Sale and (ii) the proceeds to such Participating Seller in connection with such Sale.

4.4.2. Sale Process. The Majority Sponsors, in the case of a proposed Sale pursuant to Section 4.2, or the Prospective Selling Shareholder, in the case of a proposed Sale pursuant to Section 4.1, shall, in its sole discretion, decide whether or not to pursue,

consummate, postpone or abandon any proposed Sale and the terms and conditions thereof. No Shareholder nor any Affiliate thereof shall have any liability to any other Shareholder or the Company arising from, relating to or in connection with the pursuit, consummation, postponement, abandonment or terms and conditions of any proposed Sale except to the extent such holder shall have failed to comply with the provisions of this Section 4 and such failure shall have prevented the Company or such other Shareholder from exercising its rights pursuant to Section 4.1 or 4.2, as applicable.

4.4.3. Treatment of Options, Warrants and Convertible Securities. If any Participating Seller shall Sell any Options, Warrants or Convertible Securities that are exercisable, convertible or exchangeable in any Sale pursuant to Section 4, such Participating Seller shall receive in exchange for such Options, Warrants or Convertible Securities consideration in the amount (if greater than zero) equal to the purchase price received by the Prospective Selling Shareholder(s) in such Sale for the number of Outstanding Company Shares that would be issued upon exercise, conversion or exchange of such Options, Warrants or Convertible Securities less the exercise price, if any, of such Options, Warrants or Convertible Securities (or, with respect to Convertible Securities, if greater, the amount of the liquidation preference, if any, such securities would be entitled to in connection with such Sale in lieu of converting), in each case, subject to reduction for any tax or other amounts required to be withheld under applicable law.

4.4.4. Closing. The closing of a Sale to which Section 4.1 or 4.2 applies shall take place (i) on the proposed Transfer date, if any, specified in the Tag Along Notice or Drag Along Notice, as applicable (provided that consummation of any Transfer may be extended beyond such date to the extent necessary to obtain any applicable governmental approval or other required approval or to satisfy other conditions), (ii) if no proposed Transfer date was required to be specified in the Drag Along Notice, at such time as the Prospective Selling Shareholders shall specify by notice to each Participating Seller, and (iii) at such place as the Prospective Selling Shareholder(s) shall specify by notice to each Participating Seller. At the closing of such Sale, each Participating Seller shall deliver the certificates evidencing the Shares to be Sold by such Participating Seller, duly endorsed, or with stock (or equivalent) powers duly endorsed, for transfer with signature guaranteed, free and clear of any liens or encumbrances (other than any arising as a result of the terms of this Agreement), with any stock (or equivalent) transfer tax stamps affixed, against delivery of the applicable consideration.

4.5 Period. The provisions of Sections 3.2, 4.1 and 4.2 may be collectively terminated in their entirety at any time following the Initial Public Offering with Majority Sponsor Approval. All of the provisions of this Section 4 above shall expire upon a Change in Control that has been approved by Majority Sponsor Approval.

5. [RESERVED].

6. COVENANTS.

6.1 Information Rights.

6.1.1. Historical Financial Information. The Company will furnish to each Sponsor that owns at least 2.5% of the Outstanding Company Shares, as soon as available, and in any event within 30 days after the end of each month (other than the last month of a fiscal quarter), the consolidated balance sheet of the Company and its Subsidiaries as at the end of such month and the related consolidated statements of income and cash flows for such month and the portion of the fiscal year then ended (to the extent prepared by the Company), setting forth in each case the figures for the corresponding periods of the previous fiscal year in comparative form, all in reasonable detail.

6.1.2. Tax Information Within 90 days after the end of each fiscal year to the extent reasonably practicable, and in any event within 120 days after the end of each fiscal year, the Company shall cause to be delivered to any Person who was a Shareholder during such prior fiscal year all information necessary for the preparation of such Person's income tax returns (whether federal, state or foreign).

6.1.3. Access. So long as any Sponsor owns at least 5% of the Outstanding Company Shares, such Sponsor shall have the right to (a) inspect, during normal business hours upon reasonable advance notice to the Company and its Subsidiaries, as applicable, and without unreasonably interfering with the Company's and the Subsidiaries', as applicable, normal business operations, such of the Company's and its Subsidiaries' facilities, records, files and other information as it may reasonably request and (b) meet with the Company's and its Subsidiaries' officers, other management personnel and outside accountants to obtain such information regarding the Company and its Subsidiaries and their respective businesses and prospects as it may reasonably request.

6.1.4. Period. The provisions of this Section 6.1 shall expire on a Change in Control.

6.2 Confidentiality. Each Shareholder agrees that it will keep confidential and will not disclose, divulge or use for any purpose, other than in connection with its investment in the Company and its Subsidiaries, any confidential information obtained from the Company pursuant to the terms of this Agreement, unless such confidential information (i) is known or becomes known to the public in general (other than as a result of a breach of this Section 6.2 by such Shareholder or its Affiliates), (ii) is or has been independently developed or conceived by such Shareholder without use of the Company's or any Subsidiary's confidential information or (iii) is or has been made known or disclosed to such Shareholder by a third party (other than an Affiliate or agent of such Shareholder) without a breach of any obligation of confidentiality such third party may have to the Company or any Subsidiary that is known to such Shareholder; provided, however, that a Shareholder may disclose confidential information (a) to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with its investment in the Company or for evaluating and preparing disclosure pursuant to clause (d) below, (b) to any prospective purchaser of any Shares from such

Shareholder as long as such prospective purchaser agrees to be bound by the provisions of this Section 6.2, (c) to any Affiliate, partner or member of such Shareholder in the ordinary course of business, (d) to the extent necessary for a Shareholder to enforce its rights under this Agreement, the other agreements entered into in connection herewith and under the Company Memorandum of Association and Company Articles of Association or (e) as may otherwise be required by law (including reporting under Securities laws and governmental filings); provided that such Shareholder takes reasonable steps to minimize the extent of any such required disclosure, including using best efforts to obtain a protective order in any legal proceeding, and provide the Company with written notice describing the disclosure that was or is to be made; provided, further, that the acts and omissions of any Person to whom such Shareholder may disclose confidential information pursuant to clauses (a) and (c) of the preceding proviso shall be attributable to such Shareholder for purposes of determining such Shareholder's compliance with this Section 6.2.

Each of the parties hereto acknowledges that the Sponsors may review the business plans and related proprietary information of many enterprises, including enterprises which may have products or services which compete directly or indirectly with those of the Company or the Subsidiaries. Nothing in this Section 6.2 shall preclude or in any way restrict the Sponsors or their Affiliates from investing or participating in any particular enterprise, or trading in the securities thereof, whether or not such enterprise has products or services that compete with those of the Company or the Subsidiaries. Except as a Sponsor may otherwise agree in writing after the date hereof with respect to itself or its Affiliates (or its or its Affiliates' employees, officers, directors, partners, members, shareholders, or agents): (i) such Persons shall have the right to, and shall have no duty (contractual or otherwise) not to, directly or indirectly: (A) engage in the same or similar business activities or lines of business as the Company or any of its Subsidiaries and (B) do business with any client or customer of the Company or any of its Subsidiaries; (ii) no such Person shall be liable to the Company or any of its Subsidiaries or Shareholders for breach of any duty (contractual or otherwise) by reason of any such activities or of such Person's participation therein; and (iii) in the event that any such Person acquires knowledge of a potential transaction or matter that may be a corporate opportunity for the Company or its Subsidiaries on the one hand, and any such Person on the other hand, or any other person, no such Person shall have any duty (contractual or otherwise) to communicate or present such corporate opportunity to the Company or any of its Subsidiaries or any of its Shareholders and, notwithstanding any provision of this Agreement to the contrary, such Persons shall not be liable to the Company or its Subsidiaries or Shareholders for breach of any duty (contractual or otherwise) by reason of the fact that any such Person directly or indirectly pursues or acquires such opportunity for itself, directs such opportunity to another person, or does not present such opportunity to the Company or its Subsidiaries or Shareholders.

Nothing in this Section 6.2 shall authorize the use of any confidential information in contravention of applicable securities laws.

6.3 Suspension of Information Rights. Any Sponsor entitled to receive any information from the Company pursuant to this Section 6 may, by written notice to the Company, suspend its right to receive any or all of such information for any period of time, as indicated in such notice, and the Company shall comply with such Sponsor's request.

7. REMEDIES.

7.1 Generally. The parties shall have all remedies available at law, in equity or otherwise in the event of any breach or violation of this Agreement or any default hereunder. The parties acknowledge and agree that in the event of any breach of this Agreement, in addition to any other remedies which may be available, each of the parties hereto shall be entitled to specific performance of the obligations of the other parties hereto and, in addition, to such other equitable remedies (including preliminary or temporary relief) as may be appropriate in the circumstances.

8. LEGENDS.

8.1 Restrictive Legend. Each certificate representing Shares shall have the following legend endorsed conspicuously thereupon:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN TRANSFER AND OTHER RESTRICTIONS PURSUANT TO A SHAREHOLDER AGREEMENT DATED AS OF DECEMBER 1, 2005 AMONG THE ISSUER OF SUCH SECURITIES (THE "COMPANY") AND CERTAIN OF THE COMPANY'S SHAREHOLDERS, AS AMENDED. A COPY OF SUCH SHAREHOLDER AGREEMENT WILL BE FURNISHED WITHOUT CHARGE BY THE COMPANY TO THE HOLDER HEREOF UPON WRITTEN REQUEST."

Any Person who acquires Shares which are not subject to the terms of this Agreement shall have the right to have such legend (or the applicable portion thereof) removed from certificates representing such Shares.

8.2 Securities Act Legend. Each certificate representing Shares shall have the following legend endorsed conspicuously thereupon:

"THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY COUNTRY AND ARE BEING OFFERED AND SOLD IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE SECURITIES PURCHASED HEREUNDER ARE SUBJECT TO RESTRICTIONS ON TRANSFER AND RESALE UNDER A SHAREHOLDER AGREEMENT AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND OTHER APPLICABLE LAWS PURSUANT TO REGISTRATION OR EXEMPTION FROM REGISTRATION REQUIREMENTS THEREUNDER AND UNDER SUCH SHAREHOLDER AGREEMENT"

8.3 Stop Transfer Instruction. The Company will instruct any transfer agent not to register the Transfer of any Shares until the conditions specified in the foregoing legends and this Agreement are satisfied.

8.4 Termination of the Securities Act Legend. The requirement imposed by Section 8.2 shall cease and terminate as to any particular Shares (a) when, in the opinion of counsel reasonably acceptable to the Company, such legend is no longer required in order to assure compliance by the Company with the Securities Act or applicable foreign securities laws or (b) when such Shares have been effectively registered under the Securities Act or transferred pursuant to Rule 144 and in accordance with applicable foreign securities laws. Wherever such requirement shall cease and terminate as to any Shares, the holder thereof shall be entitled to receive from the Company, without expense, new certificates not bearing the legend set forth in Section 8.2.

9. AMENDMENT, TERMINATION, ETC.

9.1 Oral Modifications. This Agreement may not be orally amended, modified, extended or terminated, nor shall any oral waiver of any of its terms be effective.

9.2 Written Modifications. Except as otherwise expressly set forth herein, this Agreement may be amended, modified, extended or terminated, and the provisions hereof may be waived, only by an agreement in writing signed by the Company and Sponsors holding not less than 70% of the Outstanding Company Shares held by all Sponsors; provided, however, the admission of new parties pursuant to the terms of Section 3.3 shall not constitute an amendment of or notification of this Agreement for purposes of this Section 9.2.

Notwithstanding the foregoing, if any amendment, modification, extension, termination or waiver (an "Amendment") would (i) adversely change or affect the rights of a particular Sponsor in a manner disproportionate to the rights of the Sponsors approving such Amendment, or (ii) adversely impose any additional material obligations on a particular Sponsor, then the consent of such particular Sponsor shall also be required.

Each such Amendment shall be binding upon each party hereto and each Shareholder subject hereto. In addition, each party hereto and each Shareholder subject hereto may waive any right hereunder, as to itself, by an instrument in writing signed by such party or Shareholder. To the extent the Amendment of any Section of this Agreement would require a specific consent pursuant to this Section 9.2, any Amendment to definitions to the extent used in such Section shall also require the specified consent.

9.3 Effect of Termination. No termination under this Agreement shall relieve any Person of liability for breach prior to termination.

10. DEFINITIONS. For purposes of this Agreement:

10.1 Certain Matters of Construction. In addition to the definitions referred to or set forth below in this Section 10:

(a) The words "hereof," "herein," "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or provision of this Agreement, and reference to a particular Section of this Agreement shall include all subsections thereof;

(b) The word "including" shall mean including, without limitation;

(c) Definitions shall be equally applicable to both nouns and verbs and the singular and plural forms of the terms defined; and

(d) The masculine, feminine and neuter genders shall each include the other.

10.2 Definitions. The following terms shall have the following meanings:

"Acquisition" means the acquisition of the Semiconductor Products Group of Agilent pursuant to an Asset Purchase Agreement, and ancillary agreements, between the Company and Agilent dated August 14, 2005, as amended from time to time.

"Adverse Claim" shall have the meaning set forth in Section 8-102 of the applicable Uniform Commercial Code.

"Advisory Agreement" shall mean the Advisory Agreement made and entered into as of the Original Agreement Effective Date by and among the Company, Kohlberg Kravis Roberts & Co., L.P., a Delaware limited partnership, and Silver Lake Management Company, L.L.C., a Delaware limited liability company.

"Affiliate" shall mean, with respect to any Person, (i) any other Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such Person (for the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise); provided, however, that neither the Company nor any of its controlled Affiliates shall be deemed an Affiliate of any of the Shareholders (and vice versa); provided, further, neither Integral Capital nor Capstone shall be deemed to be an Affiliate of any of Silver Lake, Avago Partners or KKR, (ii) if such Person is an investment fund, any other investment fund the primary investment advisor to which is the primary investment advisor to such Person or an Affiliate thereof and (iii) if such Person is a natural Person, any Family Member of such natural Person.

"Agilent" means Agilent Technologies, Inc., a Delaware corporation.

"Agreement" shall have the meaning set forth in the Preamble.

"Amended Agreement" shall have the meaning set forth in the Recitals.

"Amended Agreement Effective Date" shall have the meaning set forth in the Recitals.

"Amendment" shall have the meaning set forth in Section 9.2.

"Avago Partners" shall have the meaning set forth in the Preamble.

"Board" shall have the meaning set forth in the Recitals.

"Board Designator" has the meaning set forth in Section 2.2.1.

"Business Day" shall mean any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in Singapore.

"Capstone" shall have the meaning set forth in the Preamble.

"Capstone Shareholder Agreement" shall mean the Shareholder Agreement, dated as of February 3, 2006, between the Company and Capstone.

"Change in Control" shall mean any transaction or series of related transactions (whether by merger, consolidation or sale or transfer of the Company Equity Shares or assets (including stock of its Subsidiaries), or otherwise) as a result of which an Independent Third Party obtains ownership, directly or indirectly, (i) of Company Equity Shares which represent more then 50% of the total voting power in the Company or (ii) by lease, license, sale or otherwise, of all or substantially all of the assets of the Company and its Subsidiaries on a consolidated basis.

"Charitable Organization" shall mean a charitable organization as described by Section 501(c)(3) of the Internal Revenue Code of 1986, as in effect from time to time.

"Co-Investor" shall mean any of Temasek, Geyser, Avago Partners, Integral Capital or Capstone.

"Company" shall have the meaning set forth in the Preamble.

"Company Articles of Association" shall mean the amended and restated articles of association of the Company, as amended from time to time.

"Company Equity Shares" shall mean the Company Shares and any other classes of ordinary or preferred shares of the Company.

"Company Memorandum of Association" shall mean the amended and restated memorandum of association of the Company, as amended from time to time.

"Company Shares" shall have the meaning set forth in the Recitals.

"Convertible Securities" shall mean any evidence of indebtedness, shares of stock or other securities or rights (other than Options and Warrants) which are directly or indirectly convertible into or exchangeable or exercisable for Company Shares.

"Current Percentage Ownership" of Silver Lake, KKR or a Sponsor means, as of a date of determination, the number of Shares owned by Silver Lake, KKR or such Sponsor, as the case may be, divided by the number of Silver Lake's, KKR's or such Sponsor's, as the case may be,

Initial Shares. For purposes of calculating the Current Percentage Ownership of Silver Lake or KKR, each of Silver Lake and KKR shall be deemed to own its pro rata portion of the number of Shares owned by Luxco based upon their ownership of Luxco equity securities.

"Drag Along Notice" shall have the meaning set forth in Section 4.2.1.

"Drag Along Sale Percentage" shall have the meaning set forth in Section 4.2.

"Drag Along Sellers" shall have the meaning set forth in Section 4.2.1.

"Effective Date" shall have the meaning set forth in Section 1.

"Equivalent Shares" shall mean, at any date of determination, (a) as to any Outstanding Company Shares, such number of Outstanding Company Shares and (b) as to any outstanding Options, Warrants or Convertible Securities which constitute Shares, the number of Outstanding Company Shares for which or into which such Options, Warrants or Convertible Securities may at the time be exercised, converted or exchanged (or which will become exercisable, convertible or exchangeable on or prior to, or by reason of, the transaction or circumstance in connection with which the number of Equivalent Shares is to be determined).

"Exchange Act" shall mean the Securities Exchange Act of 1934, as in effect from time to time.

"Family Member" shall mean, with respect to any natural Person, such Person's spouse and descendants (whether or not adopted) and any trust, family limited partnership or limited liability company that is and remains solely for the benefit of such Person's spouse and/or descendants.

"Geyser" shall have the meaning set forth in the Preamble.

"Indemnitees" shall have the meaning set forth in Section 11.9.

"Independent Third Party" means any Person or group (within the meaning of Section 13(d)(3) of the Exchange Act) that is not one of the Majority Sponsors (or any Affiliate of such Majority Sponsor, or any officer, director, or employee of such Majority Sponsor or its Affiliates).

"Initial Public Offering" shall mean the initial firm commitment underwritten Public Offering registered under the Securities Act or equivalent foreign securities laws (other than a registration statement on Form F-4, Form S-4 or Form S-8 (or any similar or successor form or equivalent foreign form)).

"Initial Shares" shall mean, with respect to Silver Lake, KKR or any Sponsor, the number of Shares owned by Silver Lake, KKR or such Sponsor, as the case may be, on the date hereof, as set forth opposite such Person's name on Schedule I attached hereto; which number of Shares shall be proportionally adjusted (and Schedule I shall be modified accordingly) for any stock split, combinations, stock dividend or other recapitalization affecting the Company Equity Shares. For purposes of calculating the number of Initial Shares held by each of Silver Lake and KKR, each of Silver Lake and

KKR shall be deemed to own its pro rata portion of the number of Company Shares owned by Luxco on the date hereof based upon their ownership of Luxco equity securities.

"Integral Capital" shall have the meaning set forth in the Preamble.

"KKR Designees" shall have the meaning set forth in Section 2.1.2(b).

"KKR" shall have the meaning set forth in the Preamble.

"KKR Europe" shall have the meaning set forth in the Preamble.

"KKR Europe II" shall have the meaning set forth in the Preamble.

"KKR Millennium" shall have the meaning set forth in the Preamble.

"Luxco" shall have the meaning set forth in the Preamble.

"Luxco Securities Subscription Agreement" shall mean the Securities Subscription Agreement made as of the Amended Agreement Effective Date between the Company and Luxco.

"Majority Sponsor Approval" means the written approval of Silver Lake and KKR.

"Majority Sponsors" shall mean Silver Lake and KKR, and for so long as Luxco holds Shares, Luxco.

"Management Equity Plan" shall have the meaning set forth in the Recitals.

"Management Shareholder Agreement" shall have the meaning set forth in the Recitals.

"Management Shareholders" shall have the meaning set forth in the Recitals.

"Observer" shall have the meaning set forth in Section 2.1.3.

"Options" shall mean any options to subscribe for, purchase or otherwise directly acquire Company Shares, other than any such option held by the Company or any right to purchase shares pursuant to this Agreement.

"Original Agreement" has the meaning set forth in the Recitals.

"Original Agreement Effective Date" shall have the meaning set forth in the Recitals.

"Outstanding Company Shares" shall mean as of the time of determination, the outstanding Company Shares as of such time, including any Company Shares into which the outstanding Convertible Securities as of such time are convertible (treating such Convertible Securities as a number of outstanding Company Shares for which or into which such Convertible Securities may at the time be converted for all purposes of this Agreement except as otherwise specifically set forth herein). Outstanding Company Shares does not include Company Shares

issuable upon exercise of Options or Warrants which have not actually been issued as of the time of determination. In determining Outstanding Company Shares owned by KKR or Silver Lake, in addition to the application of Section 11.1, (i) each of KKR, Silver Lake, Integral Capital, Capstone and Avago Partners shall be deemed to own their pro rata share of Company Equity Securities owned by Luxco based upon their ownership of Luxco equity securities and (ii) each of KKR and Silver Lake shall be deemed to own Company Equity Shares owned, or deemed owned pursuant to clause (i) above, by Avago Partners.

"Participating Seller" shall have the meaning set forth in Sections 4.1.2 and 4.2.1.

"Permitted Transferee" shall mean, with respect to any Shareholder, an Affiliate of such Shareholder (other than any "portfolio company" of such Shareholder or any entity controlled by any portfolio company of such Shareholder); provided that such transferee shall agree to be bound by the terms of this Agreement in accordance with Section 3.3. With respect to Temasek, Permitted Transferees of Temasek includes Affiliates of Temasek Holdings (Private) Limited.

"Person" shall mean any individual, partnership, corporation, company, association, trust, joint venture, limited liability company, unincorporated organization, entity or division, or any government, governmental department or agency or political subdivision thereof.

"Pro Rata Portion" shall mean, with respect to each Tag Along Seller, a number of Shares equal to the aggregate number of Shares of the applicable class that the Prospective Buyer is willing to purchase in the proposed Sale, multiplied by a fraction, the numerator of which is the aggregate number of Shares of the applicable class held by such Tag Along Seller and the denominator of which is the aggregate number of Shares of the applicable class held by all Tag Along Sellers.

"Prospective Buyer" shall mean any Person, including the Company or any of its Subsidiaries, proposing to purchase or otherwise acquire Shares from a Prospective Selling Shareholder.

"Prospective Selling Shareholder" shall mean:

(a) for purposes of Section 4.1, any Majority Sponsor that proposes to Transfer any Shares to any Prospective Buyer; and

(b) for purposes of Section 4.2, any Shareholder forming part of the group of Majority Sponsors that has elected to exercise the drag along right provided by such Section.

"Public Offering" shall mean a public offering and sale of Company Shares by the Company (or any successor) pursuant to an effective registration statement under the Securities Act and/or in compliance with equivalent applicable foreign securities laws.

"Registration Rights Agreement" shall have the meaning set forth in Section 11.4.

"Related Holder" shall have the meaning set forth in Section 3.4.

"Rule 144" shall mean Rule 144 under the Securities Act (or any successor rule).

"Sale" shall mean a Transfer for value and the terms "Sell" and "Sold" shall have correlative meanings.

"Securities Act" shall mean the United States Securities Act of 1933, as in effect from time to time.

"Securities Subscription Agreement" shall mean the Securities Subscription Agreement made as of the Original Agreement Effective Date among the Company and each of the investors listed on Schedule 1 thereto.

"Senior Manager" shall mean the chief executive officer (or if none, the highest ranking executive officer) of the Company, and any management employee of the Company that reports directly to the chief executive officer (or if none, the highest ranking executive officer) of the Company.

"Shareholders" shall have the meaning set forth in the Preamble.

"Shares" shall mean (a) all Outstanding Company Shares held by a Shareholder, whenever issued, including all Outstanding Company Shares issued upon the exercise, conversion or exchange of any Options, Warrants or Convertible Securities, and (b) all Options, Warrants and Convertible Securities held by a Shareholder (treating such Options, Warrants and Convertible Securities as a number of Company Shares equal to the number of Equivalent Shares represented by such Options, Warrants and Convertible Securities for all purposes of this Agreement except as otherwise specifically set forth herein).

"Silver Lake" shall have the meaning set forth in the Preamble.

"SLP" shall have the meaning set forth in the Preamble.

"SLP Cayman" shall have the meaning set forth in the Preamble.

"SLP Designees" shall have the meaning set forth in Section 2.1.2(a).

"Sponsor Designees" shall have the meaning set forth in Section 2.1.2(c).

"Sponsors" shall mean the Majority Sponsors and the Co-Investors.

"Subsidiary" means, with respect to any Person, any company, corporation, partnership, limited liability company, association, joint venture or other business entity of which (i) if a company or corporation, at least 50% of the total voting power of shares or stock entitled (irrespective of whether, at the time, stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a partnership, limited liability company, association, joint venture or other business entity, at least 50% of the partnership, joint venture or other similar ownership

interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, references to a "Subsidiary" of any Person shall be given effect only at such times that such Person has one or more Subsidiaries, and, unless otherwise indicated, the term "Subsidiary" refers to a Subsidiary of the Company.

"Tag Along Deadline" shall have the meaning set forth in Section 4.1.2.

"Tag Along Holder" shall have the meaning set forth in Section 4.1.1.

"Tag Along Notice" shall have the meaning set forth in Section 4.1.1.

"Tag Along Offer" shall have the meaning set forth in Section 4.1.2.

"Tag Along Sale Percentage" shall have the meaning set forth in Section 4.1.1(a).

"Tag Along Sellers" shall have the meaning set forth in Section 4.1.2.

"Temasek" shall have the meaning set forth in the Preamble.

"Temasek Designee" shall have the meaning set forth in Section 2.1.2(c).

"Third-Party Claim" shall have the meaning set forth in Section 11.9.

"Transaction Agreements" shall mean this Agreement, the Registration Rights Agreement, the Securities Subscription Agreement and the Luxco Securities Subscription Agreement.

"Transfer" shall mean any sale, pledge, assignment, encumbrance or other transfer or disposition of any Shares to any other Person, whether directly, indirectly, voluntarily, involuntarily, by operation of law, pursuant to judicial process or otherwise.

"Warrants" shall mean any warrants to subscribe for, purchase or otherwise directly acquire Company Equity Shares.

"Wholly Owned Subsidiary" means any Subsidiary of the Company of which all of the capital stock or other ownership interests (including any options, warrants, or other securities convertible into, or exercisable or exchangeable for, equity securities) are owned by the Company and/or one or more Wholly Owned Subsidiaries.

11. MISCELLANEOUS.

11.1 Aggregation of Shares. All Shares held by a Shareholder and its Affiliates shall be aggregated together for purposes of (a) determining the availability of any rights under Sections 2, 3.4, 4, 6 and 9.2 and (b) applying the defined terms "Initial Shares" and "Current Percentage Ownership". Each of Silver Lake and KKR shall be deemed to own its own, its Affiliates' and Avago Partners' pro rata portion of the number of Outstanding Company Shares owned by Luxco, in addition to all Shares held directly by Avago Partners, for purposes of

determining the availability of any rights of Silver Lake and KKR under Section 2 and Section 6.1. Silver Lake shall also be deemed to own Integral Capital's pro rata portion of the number of Outstanding Company Shares owned by Luxco, in addition to all Shares held directly by Integral Capital, for purposes of determining the availability of any rights of Silver Lake under Section 6.1. If the Shares held by a Sponsor are held by or transferred to one or more Affiliates or Permitted Transferees of such Sponsor, then for purposes of this Agreement, the vote or action of such Sponsor shall be made by the holder(s) of a majority of the Shares of the relevant class(es) held by such Sponsor, Affiliates and Permitted Transferees as to which such vote or action is to be made.

11.2 Authority; Effect. Each party hereto represents and warrants to and agrees with each other party that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized on behalf of such party and do not violate any agreement or other instrument applicable to such party or by which its assets are bound. This Agreement does not, and shall not be construed to, give rise to the creation of a partnership among any of the parties hereto, or to constitute any of such parties members of a joint venture, group or other association.

11.3 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given, delivered and effective on the earliest of (i) the date of receipt of confirmation of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section 11.3 prior to 5:00 p.m. (New York time) on a Business Day, (ii) the Business Day after the date of receipt of confirmation of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Agreement later than 5:00 p.m. (local time for the recipient) on any Business Day and earlier than 11:59 p.m. (local time for the recipient) on the day preceding the next Business Day, (iii) one (1) Business Day after being sent, if sent by nationally recognized overnight courier service (charges prepaid), (iv) the date of receipt of a non-automated reply email confirming receipt, if sent via email, or (v) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as follows (or such other address as any such party shall designate by written notice to the other parties):

If to the Company:

Avago Technologies Limited
No. 1 Yishun Avenue 7
Singapore 768923
Singapore
Facsimile: (408) 435-4288
Attention: Hock E. Tan and Patricia H. McCall
E-mail: hock.tan@avagotech.com and phmccall@avagotech.com

with a copy to:

Kohlberg Kravis Roberts & Co.
2800 Sand Hill Road, Suite 200
Menlo Park, California 94025
Facsimile: (650) 233-6574 and (650) 233-6548
Attention: James H. Greene Jr. and Adam A. Clammer
E-mail: jgreene@kkr.com and adam@kkr.com

and with a copy to:

Silver Lake Partners
2775 Sand Hill Road, Suite 100
Menlo Park, California 94025
Facsimile: (650) 233-8125
Attention: Karen M. King, General Counsel
E-mail: Karen.king@silverlake.com

and with a copy to:

Latham & Watkins LLP
140 Scott Drive
Menlo Park, CA 94025
Facsimile: (650) 463-2600
Attention: Peter F. Kerman
E-mail: peter.kerman@lw.com

If to Luxco:

Bali Investments S.à r.l.
59, rue de Rollingergrund
L-2440 Luxembourg
Luxembourg
Facsimile: +352 263 891 03 70
Attention: Dr. Wolfgang Zettel
E-mail: Wolfgang.Zettel@bali-investments.lu

with a copy to:

Kohlberg Kravis Roberts & Co.
2800 Sand Hill Road, Suite 200
Menlo Park, California 94025
Facsimile: (650) 233-6574 and (650) 233-6548
Attention: James H. Greene Jr. and Adam A. Clammer
E-mail: jgreene@kkr.com and adam@kkr.com

and with a copy to:

Silver Lake Partners
2775 Sand Hill Road, Suite 100
Menlo Park, California 94025
Facsimile: (650) 233-8125
Attention: Karen M. King, General Counsel
E-mail: Karen.king@silverlake.com

and with a copy to:

Latham & Watkins LLP
140 Scott Drive
Menlo Park, CA 94025
Facsimile: (650) 463-2600
Attention: Peter F. Kerman
E-mail: peter.kerman@lw.com

If to Avago Partners:

Avago Investment Partners, Limited Partnership
c/o Walkers SPV Limited
PO Box 908GT
George Town, Grand Cayman
Cayman Islands
Facsimile: (345) 814-8217
Attention: Iain McMurdo
E-mail: imcmurdo@walkers.com.ky

with a copy to:

Kohlberg Kravis Roberts & Co.
2800 Sand Hill Road, Suite 200
Menlo Park, California 94025
Facsimile: (650) 233-6574 and (650) 233-6548
Attention: James H. Greene Jr. and Adam A. Clammer
E-mail: jgreene@kkr.com and adam@kkr.com

and with a copy to:

Silver Lake Partners
2775 Sand Hill Road, Suite 100
Menlo Park, California 94025
Facsimile: (650) 233-8125
Attention: Karen M. King, General Counsel
E-mail: Karen.king@silverlake.com

and with a copy to:

Latham & Watkins LLP
140 Scott Drive
Menlo Park, CA 94025
Facsimile: (650) 463-2600
Attention: Peter F. Kerman
E-mail: peter.kerman@lw.com

If to Silver Lake:

Silver Lake Partners II Cayman and
Silver Lake Technology Investors II Cayman
c/o Walkers SPV Limited
PO Box 908GT
George Town, Grand Cayman
Cayman Islands
Facsimile: (345) 814-8217
Attention: Iain McMurdo
E-mail: imcmurdo@walkers.com.ky

with a copy to:

Silver Lake Partners
2775 Sand Hill Road, Suite 100
Menlo Park, California 94025
Facsimile: (650) 233-8125
Attention: Karen M. King, General Counsel
E-mail: Karen.king@silverlake.com

and with a copy to:

Latham & Watkins LLP
140 Scott Drive
Menlo Park, CA 94025
Facsimile: (650) 463-2600
Attention: Peter F. Kerman
E-mail: peter.kerman@lw.com

If to KKR:

KKR Millennium Fund (Overseas), KKR European Fund,
KKR European Fund II and KKR Partners (International)
c/o Eeson & Woolstencroft LLP
Suite 500, 603 - 7th Avenue S.W.
Calgary, Alberta
Canada
Facsimile: (403) 264-1603
Attention: Mark N. Woolstencroft
E-mail: mark.woolstencroft@ewlegal.com

with a copy to:

Kohlberg Kravis Roberts & Co.
2800 Sand Hill Road, Suite 200
Menlo Park, California 94025
Facsimile: (650) 233-6574 and (650) 233-6548
Attention: James H. Greene Jr. and Adam A. Clammer
E-mail: jgreene@kkr.com and adam@kkr.com

and with a copy to:

Latham & Watkins LLP
140 Scott Drive
Menlo Park, CA 94025
Facsimile: (650) 463-2600
Attention: Peter F. Kerman
E-mail: peter.kerman@lw.com

If to Integral Capital:

Integral Capital Partners
3000 Sand Hill Road
Bldg. 3, Suite 240
Menlo Park, California 94025
Facsimile: (650) 233-0366
Attention: Pamela K. Hagenah
E-mail: pam@icp.com

If to Temasek:

Seletar Investments Pte. Ltd.
60B Orchard Road
#06-18
Tower 2
The Atrium @ Orchard
Singapore 238891
Singapore
Facsimile: 011-65-6821-1172
Attention: Ang Peng Huat and Toufic Sehnaoui
E-mail: penghuat@temasek.com.sg and touficsehnaoui@temasek.com.sg

with a copy to:

Milbank, Tweed, Hadley & McCloy LLP
30 Raffles Place
#14-00 Caltex House
Singapore 048622
Singapore
Facsimile: 011-65-6428-2500 and (650) 739-7100
Attention: David H. Zemans and Melainie K. Mansfield
E-mail: dzemans@milbank.com and mmansfield@milbank.com

If to Geyser:

Geyser Investment Pte Ltd
c/o GIC
168 Robinson Road
#37-01 Capital Tower
Singapore 068912
Singapore
Facsimile: 011-65-6889-6891
Attention: Ng Kin Sze
E-mail: ngkinsze@gic.com.sg

with a copy to:

Geyser Investment Pte Ltd
c/o GIC Special Investments Pte. Ltd.
255 Shoreline Drive, Suite 600
Redwood City, CA 94065
Facsimile: (650) 802-1213
Attention: Tay Lim Hock and Soo Yar Ping
E-mail: taylimhock@gic.com.sg and sooyarping@gic.com.sg

and with a copy to:

Jones Day
555 California Street, 26th Floor
San Francisco, CA 94104-1500
Facsimile: (415) 963-6861
Attention: Randall B. Schai
E-mail: rschai@jonesday.com

If to Capstone:

Capstone Equity Investors LLC
9 West 57th Street
New York, New York 10019
Facsimile: (212) 230-9795
Attention: Dean Nelson
E-mail: nelsd@kkr.com

11.4 Binding Effect, Etc. Except for the Company Memorandum of Association, the Company Articles of Association, the Management Shareholder Agreement, the Capstone Shareholder Agreement, the Securities Subscription Agreement, the Luxco Securities Subscription Agreement and the Registration Rights Agreement dated as of the Original Agreement Effective Date among the Company, the Sponsors and certain other Persons (as amended from time to time, the "Registration Rights Agreement"), this Agreement constitutes the entire agreement of the parties with respect to its subject matter, supersedes all prior or contemporaneous oral or written agreements or discussions with respect to such subject matter, including the term sheet dated August 14, 2005 among the Company, Temasek, Geyser and certain entities affiliated with KKR and Silver Lake, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns. Except as otherwise expressly provided herein, no holder party hereto may assign any of its respective rights or delegate any of its respective obligations under this Agreement without the prior written consent of each of the Sponsors, and any attempted assignment or delegation in violation of the foregoing shall be null and void.

11.5 Descriptive Heading. The descriptive headings of this Agreement are for convenience of reference only, are not to be considered a part hereof and shall not be construed to define or limit any of the terms or provisions hereof.

11.6 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one instrument.

11.7 Severability. In the event that any provision hereof would, under applicable law, be invalid or unenforceable in any respect, such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law. The provisions hereof are severable, and in the event any provision hereof should be held invalid or unenforceable in any respect, it shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

11.8 No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, the Company and each Shareholder covenant, agree and acknowledge that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any current or future director, officer, employee, general or limited partner, Shareholder, holder of beneficial interest or member of any Shareholder or of any Affiliate or assignee thereof, as such, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law,

it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any current or future officer, agent or employee of any shareholder or any current or future member of any Shareholder or any current or future director, officer, employee, partner, shareholder, holder of beneficial interest or member of any Shareholder or of any Affiliate or assignee thereof, as such, for any obligation of any Shareholder under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

11.9 Expenses; Indemnity. To the extent permitted by applicable law, the Company and the Subsidiaries, jointly and severally, will pay, and will indemnify, exonerate and hold each of the Sponsors, and each of their respective partners, shareholders, members, Affiliates, directors, officers, fiduciaries, managers, controlling Persons, employees and agents and each of the partners, shareholders, members, Affiliates, directors, officers, fiduciaries, managers, controlling Persons, employees and agents of each of the foregoing (collectively, the "Indemnitees") free and harmless from and against any and all liability for payment of, the out-of-pocket expenses (including reasonable fees and expenses of all advisors, accountants and counsel) incurred by the Indemnitees or any of them, in connection with: (a) any amendments or waivers (whether or not the same become effective) under or in respect of this Agreement, the other Transaction Agreements, the Company Memorandum of Association or the Company Articles of Association, (b) the interpretation of, and enforcement of the rights granted under, this Agreement, the other Transaction Agreements, the Company Memorandum of Association or the Company Articles of Association, (c) any transaction to which the Company or any of the Subsidiaries is a party and as to which such Person seeks advice of counsel, and (d) any Third-Party Claim arising out of its investment in the Company (other than liabilities arising out of its breach of this Agreement, any of the other Transaction Agreements, or any other agreement or instrument to which such Indemnitee is or becomes a party). If and to the extent that the foregoing undertaking may be unavailable or unenforceable for any reason, the Company and the Subsidiaries, jointly and severally, hereby agree to make the maximum contribution to the payment and satisfaction of each of the foregoing indemnified liabilities which is permissible under applicable law. The rights of any Indemnitee to indemnification hereunder will be in addition to any other rights any such Person may have under any other agreement or instrument referenced above or any other agreement or instrument to which such Indemnitee is or becomes a party or is or otherwise becomes a beneficiary or under law or regulation. A "Third-Party Claim" means any (i) claim brought by a Person other than the Company or any of the Subsidiaries, a Sponsor or any Indemnitee and (ii) any derivative claim brought in the name of the Company or any of the Subsidiaries that is initiated by a Person other than a Sponsor or any Indemnitee.

11.10 No Third Party Beneficiaries. Nothing in this Agreement is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

11.11 Consent of Shareholders to Advisory Agreement. Each of the Shareholders hereby acknowledges that the Company has entered into the Advisory Agreement under which certain Affiliates of KKR and Silver Lake will receive fees and reimbursement of expenses not received by the other Shareholders or any of their Affiliates, and each such Shareholder agrees and consents to the Company entering into the Advisory Agreement and to

the payment by the Company, and the receipt by certain Affiliates of KKR and SLP, of the amounts provided for by the Advisory Agreement; provided, however, no amendment to the Advisory Agreement that materially increases the financial benefits payable to KKR, Silver Lake or both thereunder shall be entered into without the prior written approval of a majority of the Company's disinterested directors or a majority in interest of the Company's disinterested shareholders.

12. GOVERNING LAW.

12.1 Governing Law. The Companies Act, Chapter 50 of Singapore will govern all issues concerning the internal corporate affairs of the Company. All other claims arising out of or based upon this Agreement or relating to the subject matter hereof shall be governed by and construed in accordance with the domestic substantive laws of the State of New York without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

12.2 Consent to Jurisdiction. Each party to this Agreement, by its execution hereof, (a) hereby irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York and the state courts sitting in the State of New York, County of New York for the purpose of any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof, (b) hereby waives to the extent not prohibited by applicable law, and agrees not to assert, and agrees not to allow any of its subsidiaries to assert, by way of motion, as a defense or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such proceeding brought in one of the above-named courts is improper, or that this Agreement or the subject matter hereof or thereof may not be enforced in or by such court and (c) hereby agrees not to commence or maintain any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof or thereof other than before one of the above-named courts nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation to any court other than one of the above-named courts whether on the grounds of inconvenient forum or otherwise. Notwithstanding the foregoing, to the extent that any party hereto is or becomes a party in any litigation in connection with which it may assert indemnification rights set forth in this agreement, the court in which such litigation is being heard shall be deemed to be included in clause (a) above. Notwithstanding the foregoing, any party to this Agreement may commence and maintain an action to enforce a judgment of any of the above-named courts in any court of competent jurisdiction. Each party hereto hereby consents to service of process in any such proceeding in any manner permitted by New York law, and agrees that service of process by registered or certified mail, return receipt requested, at its address specified pursuant to Section 11.3 hereof is reasonably calculated to give actual notice.

12.3 WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH PARTY HERETO HEREBY WAIVES AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS

PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE OR ACTION, CLAIM, CAUSE OF ACTION OR SUIT (IN CONTRACT, TORT OR OTHERWISE), INQUIRY, PROCEEDING OR INVESTIGATION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE TRANSACTIONS CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING. EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTIES HERETO THAT THIS SECTION 12.3 CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH THEY ARE RELYING AND WILL RELY IN ENTERING INTO THIS AGREEMENT. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 12.3 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

12.4 Exercise of Rights and Remedies. No delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later; nor shall any such delay, omission nor waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

* * Signature pages follow * *

IN WITNESS WHEREOF, the parties have executed this Second Amended and Restated Shareholder Agreement on the day and year first written above.

COMPANY:

AVAGO TECHNOLOGIES LIMITED

By: /s/ Hock E. Tan
Name: Hock E. Tan
Title: Chief Executive Officer

SPONSORS:

BALI INVESTMENTS S.À R.L.

By: /s/ James A. Davidson
Name: James A. Davidson
Title: Manager

SILVER LAKE PARTNERS II CAYMAN, L.P.

By: Silver Lake Technology Associates II Cayman, L.P., its General Partner

By: Silver Lake (Offshore) AIV GP II, Ltd., its General Partner

By: /s/ James A. Davidson
Name: James A. Davidson
Title: Director

SILVER LAKE TECHNOLOGY INVESTORS II CAYMAN, L.P.

By: Silver Lake (Offshore) AIV GP II, Ltd., its General Partner

By: /s/ James A. Davidson
Name: James A. Davidson
Title: Director

KKR MILLENNIUM FUND (OVERSEAS), LIMITED PARTNERSHIP

By: KKR Associates Millennium (Overseas), Limited Partnership, its General Partner

By: KKR Millennium (Overseas), Limited, its General Partner

By: /s/ James H. Greene Jr.
Name: James H. Greene Jr.
Title: Director

KKR EUROPEAN FUND, LIMITED PARTNERSHIP

By: KKR Associates Europe, Limited Partnership, its General Partner

By: KKR Europe Limited, its General Partner

By: /s/ James H. Greene Jr.
Name: James H. Greene Jr.
Title: Director

KKR EUROPEAN FUND II, LIMITED PARTNERSHIP

By: KKR Associates Europe II, Limited Partnership, its General Partner

By: KKR Europe II Limited, its General Partner

By: /s/ James H. Greene Jr.
Name: James H. Greene Jr.
Title: Director

KKR PARTNERS (INTERNATIONAL), LIMITED PARTNERSHIP

By: KKR 1996 Overseas, Limited

By: /s/ James H. Greene Jr.
Name: James H. Greene Jr.
Title: Director

AVAGO INVESTMENT PARTNERS, LIMITED PARTNERSHIP

By: Avago Investment G.P., Limited, its General Partner

By: /s/ Adam A Clammer
Name: Adam A Clammer
Title: KKR Officer

By: /s/ Kenneth Y. Hao
Name: Kenneth Y. Hao
Title: SLP Officer

Schedule I

AVAGO TECHNOLOGIES LIMITED

Sponsor Ownership of Shares

Shareholder	Capital Contribution	Number of Ordinary Shares
Sponsors		
Bali Investments S.à r.l.	$ 863,382,010	172,676,402
Silver Lake Partners II Cayman, L.P.	$ 392,550,720	78,510,144
Silver Lake Technology Investors II Cayman, L.P.	$ 1,115,970	223,194
Integral Capital Partners VII, L.P.	$ 6,748,865	1,349,773
KKR Millennium Fund (Overseas), Limited Partnership	$ 88,913,505	17,782,701
KKR European Fund, Limited Partnership	$ 177,038,700	35,407,740
KKR European Fund II, Limited Partnership	$ 118,742,725	23,748,545
KKR Partners (International), Limited Partnership	$ 15,720,245	3,144,049
Avago Investment Partners, Limited Partnership	$ 60,618,185	12,123,637
Capstone Equity Investors LLC	$ 1,933,090	386,618
Seletar Investments Pte. Ltd.	$ 113,354,585	22,670,917
Geyser Investment Pte Ltd	$ 75,569,720	15,113,944
TOTAL	**$ 1,052,306,310**	**210,461,263**