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As filed with the Securities and Exchange Commission on December 21, 2017

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Broadcom Corporation

(Exact name of registrant as specified in its charter)

California	3674	33-0480482	Broadcom Corporation c/o Broadcom Limited 1 Yishun Avenue 7 Singapore 768923
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)	(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

AND

Broadcom Cayman Finance Limited

(Exact name of registrant as specified in its charter)

Cayman Islands	3674	98-1254737	Broadcom Cayman Finance Limited c/o Broadcom Limited 1 Yishun Avenue 7 Singapore 768923
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)	(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

AND
The Other Registrants Named in the Table of Additional Registrants Below

Mark Brazeal
Rebecca Boyden
Broadcom Limited
1320 Ridder Park Drive
San Jose, California 95131
(408) 433-8000
(Name, address, including zip code, and telephone number, including area code, of agent for service)

With a copy to:

Anthony J. Richmond
Brian D. Paulson
Latham & Watkins LLP
140 Scott Drive
Menlo Park, California 94025
Telephone: (650) 328-4600
Facsimile: (650) 463-2600

Approximate date of commencement of proposed sale to the public: As soon as practicable after this Registration Statement is declared effective.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒		Accelerated filer ☐
Non-accelerated filer ☐	(Do not check if a smaller reporting company)	Smaller reporting company ☐
		Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ☐

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Maximum Offering Price Per Note(1)	Maximum Aggregate Offering Price	Amount of Registration Fee
2.375% Senior Notes due 2020	$2,750,000,000	100% of Principal Amount	$2,750,000,000	$342,375
3.000% Senior Notes due 2022	$3,500,000,000	100% of Principal Amount	$3,500,000,000	$435,750
3.625% Senior Notes due 2024	$2,500,000,000	100% of Principal Amount	$2,500,000,000	$311,250
3.875% Senior Notes due 2027	$4,800,000,000	100% of Principal Amount	$4,800,000,000	$597,600
2.200% Senior Notes due 2021	$ 750,000,000	100% of Principal Amount	$750,000,000	$93,375
2.650% Senior Notes due 2023	$1,000,000,000	100% of Principal Amount	$1,000,000,000	$124,500
3.125% Senior Notes due 2025	$1,000,000,000	100% of Principal Amount	$1,000,000,000	$124,500
3.500% Senior Notes due 2028	$1,250,000,000	100% of Principal Amount	$1,250,000,000	$155,625
Guarantees of 2.375% Senior Notes due 2020(2)	N/A	N/A	N/A	$0(3)
Guarantees of 3.000% Senior Notes due 2022(2)	N/A	N/A	N/A	$0(3)
Guarantees of 3.625% Senior Notes due 2024(2)	N/A	N/A	N/A	$0(3)
Guarantees of 3.875% Senior Notes due 2027(2)	N/A	N/A	N/A	$0(3)
Guarantees of 2.200% Senior Notes due 2021(2)	N/A	N/A	N/A	$0(3)
Guarantees of 2.650% Senior Notes due 2023(2)	N/A	N/A	N/A	$0(3)
Guarantees of 3.125% Senior Notes due 2025(2)	N/A	N/A	N/A	$0(3)
Guarantees of 3.500% Senior Notes due 2028(2)	N/A	N/A	N/A	$0(3)
Total				$ 2,184,975

(1) Estimated solely for the purpose of calculating the registration fee under Rule 457(f) of the Securities Act of 1933, as amended (the "Securities Act").

(2) Consists of guarantees of the 2.375% Senior Notes due 2020, 3.000% Senior Notes due 2022, 3.625% Senior Notes due 2024, 3.875% Senior Notes due 2027, 2.200% Senior Notes due 2021, 2.650% Senior Notes due 2023, 3.125% Senior Notes due 2025 and 3.500% Senior Notes due 2028 by Broadcom Limited and Broadcom Cayman L.P., each listed on the Table of Additional Registrants below.

(3) Pursuant to Rule 457(n) under the Securities Act, no separate filing fee is required for the guarantees.

The registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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TABLE OF ADDITIONAL REGISTRANTS

Additional Registrants (as Guarantors of 2.375% Senior Notes due 2020, 3.000% Senior Notes due 2022, 3.625% Senior Notes due 2024, 3.875% Senior Notes due 2027, 2.200% Senior Notes due 2021, 2.650% Senior Notes due 2023, 3.125% Senior Notes due 2025 and 3.500% Senior Notes due 2028)

Exact Name of Registrant as Specified in its Charter *	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number	Primary Standard Industrial Classification Code Number
Broadcom Limited	Singapore	98-1254807	3674
Broadcom Cayman L.P.	Cayman Islands	98-1254815	3674

* Broadcom Cayman L.P. is a majority-owned subsidiary of Broadcom Limited. The address, including zip code, and telephone number, including area code, of Broadcom Limited's registered offices is 1 Yishun Avenue 7, Singapore 768923, telephone (65) 6755-7888. The address of Broadcom Cayman L.P.'s registered office is P.O. Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. The name, address, and telephone number of the agent for service for each additional registrant is Mark Brazeal and Rebecca Boyden, Broadcom Limited, 1320 Ridder Park Drive, San Jose, California 95131, telephone (408) 433-8000.

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The information in this preliminary prospectus is not complete and may be changed. We may not offer or sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities, nor a solicitation of an offer to buy these securities, in any jurisdiction where the offering, solicitation or sale is not permitted.

SUBJECT TO COMPLETION, DATED DECEMBER 21, 2017

PRELIMINARY PROSPECTUS

$17,550,000,000

Broadcom Corporation
Broadcom Cayman Finance Limited

Exchange Offer for
$2,750,000,000 2.375% Senior Notes due 2020
$3,500,000,000 3.000% Senior Notes due 2022
$2,500,000,000 3.625% Senior Notes due 2024
$4,800,000,000 3.875% Senior Notes due 2027
$750,000,000 2.200% Senior Notes due 2021
$1,000,000,000 2.650% Senior Notes due 2023
$1,000,000,000 3.125% Senior Notes due 2025
$1,250,000,000 3.500% Senior Notes due 2028

Broadcom Corporation, a California corporation ("Broadcom Corporation"), and Broadcom Cayman Finance Limited (formerly known as Avago Technologies Cayman Finance Limited), an exempted company incorporated with limited liability under the laws of the Cayman Islands ("Cayman Finance" and, together with Broadcom Corporation, the "Issuers"), are offering to issue up to $2.75 billion aggregate principal amount of 2.375% senior notes due 2020 (the "2020 Notes"), $3.5 billion aggregate principal amount of 3.000% senior notes due 2022 (the "2022 Notes"), $2.5 billion aggregate principal amount of 3.625% senior notes due 2024 (the "2024 Notes"), $4.8 billion aggregate principal amount of 3.875% senior notes due 2027 (the "2027 Notes"), $750 million aggregate principal amount of 2.200% senior notes due 2021 (the "2021 Notes"), $1.0 billion aggregate principal amount of 2.650% senior notes due 2023 (the "2023 Notes"), $1.0 billion aggregate principal amount of 3.125% senior notes due 2025 (the "2025 Notes") and $1.25 billion aggregate principal amount of 3.500% senior notes due 2028 (the "2028 Notes" and, collectively with the 2020 Notes, the 2022 Notes, the 2024 Notes, the 2027 Notes, the 2021 Notes, the 2023 Notes and the 2025 Notes, the "exchange notes"), in an exchange offer registered under the Securities Act of 1933, as amended (the "Securities Act"), in exchange for any and all of the $2.75 billion aggregate principal amount of outstanding 2020 Notes, $3.5 billion aggregate principal amount of outstanding 2022 Notes, $2.5 billion aggregate principal amount of 2024 Notes, $4.8 billion aggregate principal amount of 2027 Notes, $750 million aggregate principal amount of the 2021 Notes, $1.0 billion aggregate principal amount of the 2023 Notes, $1.0 billion aggregate principal amount of the 2025 Notes and $1.25 billion aggregate principal amount of the 2028 Notes, respectively (collectively, the "outstanding notes"), that we issued on January 19, 2017 (in the case of the 2020 Notes, the 2022 Notes, the 2024 Notes and the 2027 Notes) and on October 17, 2017 (in the case of the 2021 Notes, the 2023 Notes, the 2025 Notes and the 2028 Notes).

Each series of exchange notes will initially be, and each series of outstanding notes is, fully and unconditionally guaranteed, jointly and severally, on an unsecured, unsubordinated basis by Broadcom Limited, a public limited company incorporated under the laws of the Republic of Singapore and the ultimate indirect parent of the Issuers ("Broadcom Limited" or "Broadcom Parent") and Broadcom Cayman L.P., an exempted limited partnership registered under the laws of the Cayman Islands and a majority-owned subsidiary of Broadcom Parent ("Broadcom Cayman L.P." and, together with Broadcom Parent, the "Guarantors"). The guarantee of Broadcom Cayman L.P. may be released under certain circumstances as described in this prospectus under "Description of Notes—Guarantees."

We are offering to exchange the outstanding notes for the exchange notes to satisfy our obligations in the registration rights agreements that we entered into when the outstanding notes were sold pursuant to Rule 144A and Regulation S under the Securities Act.

The Exchange Offer

- We will exchange all outstanding notes that are validly tendered and not validly withdrawn for an equal principal amount of the respective series of exchange notes that are freely tradable, except in limited circumstances as described below.
- You may withdraw tenders of your outstanding notes at any time prior to the expiration date of the exchange offer.
- The exchange offer expires at 11:59 p.m., New York City time, on , 2018, unless extended. We do not currently intend to extend the expiration date.
- The exchange of the outstanding notes for exchange notes in the exchange offer will not be a taxable event for U.S. federal income tax purposes.
- We will not receive any proceeds from the exchange offer.

The Exchange Notes

- The terms of the exchange notes to be issued in the exchange offer are identical in all material respects to the terms of the respective series of outstanding notes, except that the exchange notes will be freely tradable, except in limited circumstances as described below.

Resales of the Exchange Notes

- The exchange notes may be resold in the over-the-counter market, in negotiated transactions or through a combination of such methods. We do not plan to list the exchange notes on any securities exchange or market.

All untendered outstanding notes will continue to be subject to the restrictions on transfer set forth in the outstanding notes and in the related indentures. In general, the outstanding notes may not be offered or sold, except in transactions that are registered under the Securities Act or pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. We currently do not anticipate that we will register the resale of the outstanding notes under the Securities Act.

See "Risk Factors" beginning on page 15 for a discussion of certain risks that you should consider before participating in the exchange offer.

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. The letter of transmittal states that by so acknowledging and delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for outstanding notes where such outstanding notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. In addition, all dealers effecting transactions in the exchange notes may be required to deliver a prospectus. We have agreed that, for a period of 180 days after the date of this prospectus (or such shorter period if a broker-dealer is no longer required to deliver the prospectus), we will make this prospectus available to any broker-dealer for use in connection with such resales. See "Plan of Distribution."

If you are an affiliate of ours or any Guarantor, or are engaged in, or intend to engage in, or have an agreement or understanding to participate in, a distribution of the exchange notes, then you cannot rely on the applicable interpretations of the Securities and Exchange Commission and you must comply with the registration requirements of the Securities Act in connection with any resale of the exchange notes.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is , .

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You should rely only on the information contained or incorporated by reference in this prospectus or in any additional written communication prepared by or authorized by us. We have not authorized anyone to provide you with any information or represent anything about us, our financial results or the exchange offer that is not contained in or incorporated by reference into this prospectus or in any additional written communication prepared by or on behalf of us. If given or made, any such other information or representation should not be relied upon as having been authorized by us. We are not making an offer to exchange the outstanding notes in any jurisdiction where the offer or sale is not permitted. You should assume that the information in this prospectus or in any additional written communication prepared by or on behalf of us is accurate only as of the date on its cover page and that any information incorporated by reference herein is accurate only as of the date of the document containing such information incorporated by reference.

None of the Issuers, the Guarantors, the trustee, the exchange agent or any of their respective affiliates makes any recommendation as to whether or not you should tender outstanding notes pursuant to the exchange offer, and no one has been authorized by any of them to make such recommendations. You should make your own decisions as to whether to tender outstanding notes, and, if so, the principal amount of outstanding notes to tender.

As used in this prospectus, unless otherwise indicated or required by the context, the terms “Broadcom,” “we,” “our,” “us” and the “Company” refer to Broadcom Parent and its consolidated subsidiaries, the term the “Issuers” refers only to the Issuers and not to any of their respective subsidiaries or parent companies and the term “Guarantors” refers only to the Guarantors and not to any of their respective subsidiaries or parent companies.

We report financial results on a 52- or 53-week fiscal year. Our fiscal year ends on the Sunday closest to October 31 in a 52-week year and on the first Sunday in November in a 53-week year. We refer to our fiscal years by the calendar year in which they end. For example, the fiscal year ended October 29, 2017 is referred to as “fiscal year 2017.”

WHERE YOU CAN FIND MORE INFORMATION

The Issuers and the Guarantors have filed with the United States Securities and Exchange Commission (the "SEC") a registration statement on Form S-4 under the Securities Act with respect to the exchange offer. This prospectus, which forms a part of the registration statement, does not contain all of the information set forth in the registration statement. For further information with respect to the Issuers, the Guarantors and the exchange notes, we refer you to the registration statement. Statements contained in this prospectus as to the contents of any contract or other document are not necessarily complete and, to the extent that contract or document is filed or incorporated as an exhibit to the registration statement, we refer you to the that exhibit.

Each of Broadcom Parent and Broadcom Cayman L.P. files annual, quarterly and other reports with the SEC. These SEC filings are available over the Internet at the SEC's web site at http://www.sec.gov. You may also read and copy any document Broadcom Parent or Broadcom Cayman L.P. files at the SEC's public reference room in Washington, D.C. Please call the SEC at 1-800-SEC-0330 for more information on the public reference room and its copy charges.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The SEC allows us to "incorporate by reference" information into this prospectus, which means that we can disclose important information about us by referring you to those documents that are considered part of this prospectus but are filed separately with the SEC. Certain information that Broadcom Parent and Broadcom Cayman L.P. file after the date of this prospectus with the SEC will automatically update and supersede this information. We incorporate by reference into this prospectus the documents listed below, which Broadcom Parent and Broadcom Cayman L.P. have filed with the SEC under file numbers 001-37690 and 333-2025938, respectively, and any future filings made by Broadcom Parent and Broadcom Cayman L.P. with the SEC under sections 13(a), 13(c), 14 or 15(d) of the Securities Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), after the date of this prospectus and prior to the date the exchange offer is terminated (other than, in each case, documents or information deemed to have been furnished and not filed pursuant to Item 2.02 or 7.01 of Form 8-K or certain exhibits furnished pursuant to Item 9.01 of Form 8-K):

(1) Broadcom Parent's and Broadcom Cayman L.P.'s Annual Report on Form 10-K for the fiscal year ended October 29, 2017, filed with the SEC on December 21, 2017;

(2) Broadcom Parent's and Broadcom Cayman L.P.'s Current Reports on Form 8-K filed with the SEC on November 2, 2017, November 6, 2017, November 17, 2017 (other than Item 7.01 and Exhibit 99.1) and December 6, 2017 (Items 5.02 and 8.01 only); and

(3) Broadcom Parent's Definitive Proxy Statement on Schedule 14A, filed with the SEC on February 17, 2017.

Any statement contained in a document incorporated or deemed to be incorporated by reference into this prospectus will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus or in any other subsequently filed document that also is or is deemed to be incorporated by reference into this prospectus conflicts with, negates, modifies or supersedes that statement. Any statement that is modified or superseded will not constitute a part of this prospectus, except as modified or superseded.

See "Where You Can Find More Information" above for further information concerning how to obtain copies of these SEC filings.

We will provide without charge to each person to whom this prospectus is delivered, upon written or oral request, a copy of any and all of the documents that we incorporate by reference into this prospectus. You should direct requests for documents to:

Broadcom Limited
Attn: Investor Relations
1320 Ridder Park Drive
San Jose, California 95131 U.S.A.
Telephone: +1 (408) 433-7400

These documents can also be requested through, and are available in, the Investor Center section of our website, which is located at http://www.broadcom.com. The information contained on our website is not incorporated by reference in this prospectus and you should not consider it a part of this prospectus.

IN ORDER TO OBTAIN TIMELY DELIVERY, YOU MUST REQUEST THE INFORMATION NO LATER THAN , 2018, WHICH IS FIVE BUSINESS DAYS BEFORE THE EXPIRATION OF THE EXCHANGE OFFER.

PROSPECTUS SUMMARY

This summary highlights selected information contained elsewhere, or incorporated by reference, in this prospectus and may not contain all of the information that may be important to you. You should carefully read this together with the entire prospectus, and the documents incorporated by reference, including the "Risk Factors" section, the historical financial statements and the notes to those financial statements.

Broadcom

We are a leading designer, developer and global supplier of a broad range of semiconductor devices with a focus on complex digital and mixed signal complementary metal oxide semiconductor ("CMOS") based devices and analog III-V based products. We have a history of innovation and offer thousands of products that are used in end products such as enterprise and data center networking, home connectivity, set-top boxes, broadband access, telecommunication equipment, mobile handsets and base stations, data center servers and storage systems, factory automation, power generation and alternative energy systems, and electronic displays. We differentiate ourselves through our high performance design and integration capabilities and focus on developing products for target markets where we believe we can earn attractive margins.

Corporate Information

The Singapore company registration number of Broadcom Parent is 201505572G. The address of our registered office is 1 Yishun Avenue 7, Singapore 768923, and our telephone number is +65-6755-7888. All of our operations are conducted through our various subsidiaries, which are organized and operated according to the laws of their country of incorporation, and consolidated by Broadcom Parent.

The address of Broadcom Cayman L.P.'s registered office is P.O. Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands.

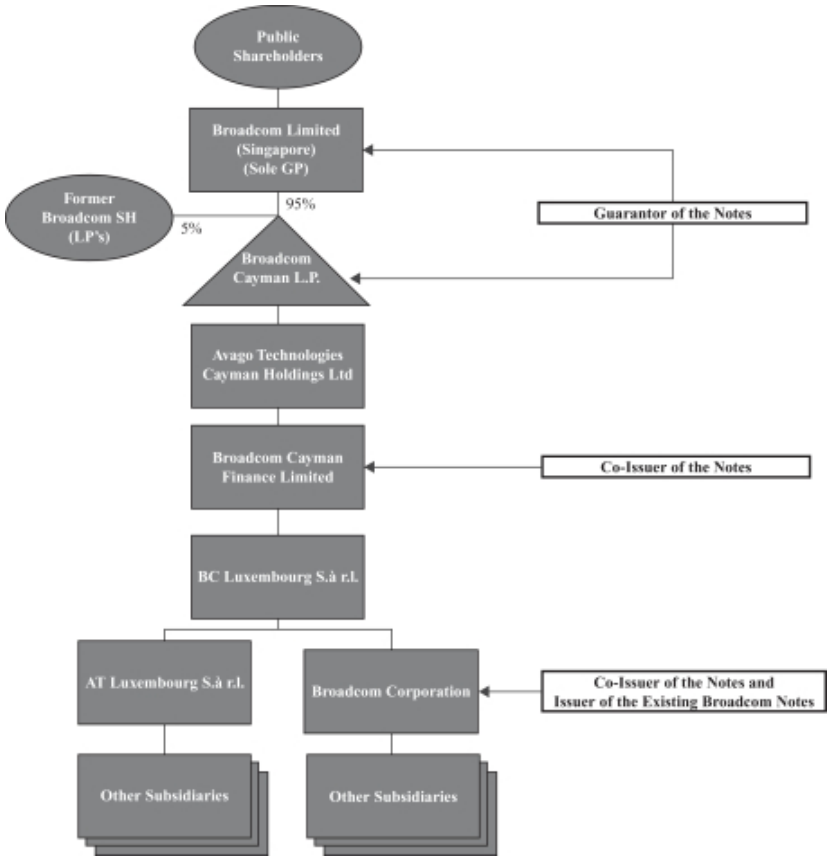
The address of Broadcom Corporation is 1320 Ridder Park Drive, San Jose, California 95131.

The address of Cayman Finance's registered office is P.O. Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands.

The website address of Broadcom Parent is www.broadcom.com. The information on, or accessible through, our website is not part of this prospectus.

Corporate Structure

The following chart summarizes our corporate structure. This chart is provided for illustrative purposes only and does not represent all legal entities affiliated with, or all obligations of, the Issuers or the Guarantors:



The Exchange Offer

In this prospectus, (1) the term "outstanding notes" refers to the outstanding 2.375% Senior Notes due 2020 (the "2020 Notes"), 3.000% Senior Notes due 2022 (the "2022 Notes"), 3.625% Senior Notes due 2024 (the "2024 Notes"), 3.875% Senior Notes due 2027 (the "2027 Notes"), 2.200% Senior Notes due 2021 (the "2021 Notes"), 2.650% Senior Notes due 2023 (the "2023 Notes"), 3.125% Senior Notes due 2025 (the "2025 Notes") and 3.500% Senior Notes due 2028 (the "2028 Notes"), the related guarantees of the 2020 Notes, 2022 Notes, 2024 Notes and 2027 Notes issued in a private placement on January 19, 2017 for a total aggregate principal amount of $13,550,000,000 and the related guarantees of the 2021 Notes, the 2023 Notes, the 2025 Notes and the 2028 Notes issued in a private placement on October 17, 2017 for a total aggregate principal amount of $4,000,000,000; (2) the term "exchange notes" refers to the 2020 Notes, 2022 Notes, 2024 Notes, 2027 Notes, the 2021 Notes, the 2023 Notes, the 2025 Notes and the 2028 Notes and the related guarantees offered by this prospectus in exchange for the outstanding notes; and (3) the term "notes" refers, collectively, to the outstanding notes and the exchange notes.

The summary below describes the principal terms of the exchange offer. See also the section of this prospectus titled "The Exchange Offer," which contains a more detailed description of the terms and conditions of the exchange offer.

General

In connection with private placements completed in January 2017 and October 2017, we entered into registration rights agreements with the purchasers of the outstanding notes in which we agreed, among other things, to use our commercially reasonable efforts to cause the exchange offer described in this prospectus to be consummated on the earliest practicable date after the registration statement of which this prospectus forms a part has become effective, but in no event later than July 13, 2018 (in the case of the 2020 Notes, the 2022 Notes, the 2024 Notes and the 2027 Notes) and April 10, 2019 (in the case of the 2021 Notes, the 2023 Notes, the 2025 Notes and the 2028 Notes). You are entitled to exchange in the exchange offer your outstanding notes for exchange notes, which are identical in all material respects to the outstanding notes except:

- the offer and sale of the exchange notes will have been registered under the Securities Act;
- the exchange notes are not entitled to any registration rights that are applicable to the outstanding notes under the registration rights agreements; and
- the provisions of the registration rights agreements that provide for payment of additional amounts upon a registration default are no longer applicable.

The Exchange Offer

We are offering to exchange up to $2,750,000,000 aggregate principal amount of 2020 Notes and the related guarantees, $3,500,000,000 aggregate principal amount of 2022 Notes and the related guarantees, $2,500,000,000 aggregate principal amount of 2024 Notes and the related guarantees, $4,800,000,000 aggregate principal amount of 2027 Notes and the related guarantees, $750,000,000 aggregate principal amount of 2021 Notes and the related guarantees,

	$1,000,000,000 aggregate principal amount of 2023 Notes and the related guarantees, $1,000,000,000 aggregate principal amount of 2025 Notes and the related guarantees, $1,250,000,000 aggregate principal amount of 2028 Notes and the related guarantees, in each case the offer and sale of which have been registered under the Securities Act, for any and all of outstanding 2020 Notes and the related guarantees, 2022 Notes and the related guarantees, 2024 Notes and the related guaranteed, 2027 Notes and the related guarantees, 2021 Notes and the related guarantees, 2023 Notes and the related guarantees, 2025 Notes and the related guarantees, 2028 Notes and the related guarantees, respectively. Outstanding notes may be exchanged only in minimum denominations of $2,000 and in integral multiples of $1,000 in excess thereof. Subject to the satisfaction or waiver of specified conditions, we will exchange the exchange notes for all outstanding notes that are validly tendered and not validly withdrawn prior to the expiration of the exchange offer. We will cause the exchange to be effected promptly after the expiration of the exchange offer.
Resale	Based on interpretations by the staff of the SEC set forth in no-action letters issued to third parties, we believe that the exchange notes issued pursuant to the exchange offer in exchange for outstanding notes may be offered for resale, resold and otherwise transferred by you (unless you are our "affiliate" within the meaning of Rule 405 under the Securities Act) without the requirement to comply with the registration and prospectus-delivery provisions of the Securities Act, provided that: • you are acquiring the exchange notes in the ordinary course of your business; and • you have not engaged in, do not intend to engage in, and have no arrangement or understanding with any person to participate in, a distribution of the exchange notes. If you are a broker-dealer and receive exchange notes for your own account in exchange for outstanding notes that you acquired as a result of market-making activities or other trading activities, you must acknowledge that you will deliver this prospectus in connection with any resale of the exchange notes. See "Plan of Distribution."
Expiration Date	The exchange offer expires at 11:59 p.m., New York City time, on , 2018, unless extended by us. We do not currently intend to extend the expiration date.
Withdrawal	You may withdraw any tender of your outstanding notes at any time prior to the expiration of the exchange offer. We will return to you any of your outstanding notes that are not accepted for any reason for

	exchange, without expense to you, promptly after the expiration or termination of the exchange offer.
Interest on the Exchange Notes and the Outstanding Notes	The exchange notes bear interest at the following rates: 2.375% per annum for the 2020 Notes; 3.000% per annum for the 2022 Notes; 3.625% per annum for the 2024 Notes; 3.875% per annum for the 2027 Notes; 2.200% per annum for the 2021 Notes; 2.650% per annum for the 2023 Notes; 3.125% per annum for the 2025 Notes; and 3.500% per annum for the 2028 Notes. In each case, the exchange notes bear interest from the most recent date on which interest has been paid on the notes. The interest on the notes is payable on January 15 and July 15 of each year. No interest will be paid on outstanding notes following their acceptance for exchange.
Conditions to the Exchange Offer	The exchange offer is subject to customary conditions, which we may assert or waive. See "The Exchange Offer—Conditions to the Exchange Offer."
Procedures for Tendering Outstanding Notes	Unless you hold your notes through The Depository Trust Company ("DTC"), if you wish to participate in the exchange offer, you must complete, sign and date the accompanying letter of transmittal, or a facsimile of the letter of transmittal, according to the instructions contained in this prospectus and the letter of transmittal. You must then mail or otherwise deliver the letter of transmittal, or a facsimile of the letter of transmittal, together with the outstanding notes and any other required documents, to the exchange agent at the address set forth on the cover page of the letter of transmittal. If you hold outstanding notes through DTC and wish to participate in the exchange offer, you must comply with the procedures under DTC's Automated Tender Offer Program by which you will agree to be bound by the letter of transmittal. By signing, or agreeing to be bound by, the letter of transmittal, you will represent to us that, among other things: • you do not have an arrangement or understanding with any person or entity to participate in the distribution of the exchange notes; • you are not an "affiliate" of ours or of any guarantor within the meaning of Rule 405 under the Securities Act; • you are not engaged in, and do not intend to engage in, a distribution of the exchange notes; • you are acquiring the exchange notes in the ordinary course of your business; and • if you are a broker-dealer that receives exchange notes for your own account in exchange for outstanding notes that were acquired as a result of market-making activities or other trading activities, that you will deliver a prospectus, as required by law, in connection with any resale of such exchange notes.

Special Procedures for Beneficial Owners	If you are a beneficial owner of outstanding notes that are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, and you wish to tender those outstanding notes in the exchange offer, you should contact the registered holder promptly and instruct the registered holder to tender those outstanding notes on your behalf. If you wish to tender on your own behalf, you must, prior to completing and executing the letter of transmittal and delivering your outstanding notes, either make appropriate arrangements to register ownership of the outstanding notes in your name or obtain a properly completed bond power from the registered holder. The transfer of registered ownership may take considerable time and may not be able to be completed prior to the expiration date.
Guaranteed Delivery Procedures	If you wish to tender your outstanding notes and your outstanding notes are not immediately available or you cannot deliver your outstanding notes, the letter of transmittal or any other required documents, or you cannot comply with the procedures under DTC's Automated Tender Offer Program for transfer of book-entry interests, prior to the expiration date, you must tender your outstanding notes according to the guaranteed delivery procedures described under "The Exchange Offer—Guaranteed Delivery Procedures."
Effect on Holders of Outstanding Notes	As a result of the making of, and upon acceptance for exchange of all validly tendered outstanding notes pursuant to the terms of, the exchange offer, we will have fulfilled a covenant under the registration rights agreements. Accordingly, there will be no increase in the applicable interest rate on the outstanding notes under the circumstances described in the registration rights agreements. If you do not tender your outstanding notes in the exchange offer, you will continue to be entitled to all the rights and limitations applicable to the outstanding notes as set forth in the indentures under which the outstanding notes were issued, except we will not have any further obligation to you to provide for the exchange and registration of the outstanding notes and related guarantees under the registration rights agreements. To the extent that outstanding notes are tendered and accepted in the exchange offer, the trading market for outstanding notes could be adversely affected.
Consequences of Failure to Exchange	All untendered outstanding notes will continue to be subject to the restrictions on transfer set forth in the outstanding notes and in the indentures under which the outstanding notes were issued. In general, the outstanding notes may not be offered or sold, except in a transaction that is registered under the Securities Act or pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. Other than in connection with the exchange offer, we do not anticipate that we will register the offer and sale of the outstanding notes under the Securities Act.

U.S. Federal Income Tax Consequences of the Exchange Offer	The exchange of outstanding notes for exchange notes in the exchange offer will not be a taxable event for United States federal income tax purposes. See "United States Federal Income Tax Considerations."
Use of Proceeds	We will not receive any cash proceeds from the issuance of exchange notes in the exchange offer. See "Use of Proceeds."
Exchange Agent	Wilmington Trust, National Association, is the exchange agent for the exchange offer. The address of the exchange agent is set forth under "The Exchange Offer—Exchange Agent."

The Exchange Notes

The summary below describes the principal terms of the exchange notes. Certain of the terms and conditions described below are subject to important limitations and exceptions. The "Description of Notes" section of this prospectus contains more detailed descriptions of the terms and conditions of the outstanding notes and the exchange notes. The exchange notes will have terms identical in all material respects to the outstanding notes, except that the offer and sale of the exchange notes will be registered under the Securities Act and the exchange notes will not contain terms with respect to transfer restrictions, registration rights and additional payments upon a failure to fulfill certain of our obligations under the registration rights agreements.

Issuers	Broadcom Corporation, a California corporation, and Broadcom Cayman Finance Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands.
Securities Offered	$2,750,000,000 aggregate principal amount of 2.375% Senior Notes due 2020 (the "2020 Notes") and the related guarantees. $3,500,000,000 aggregate principal amount of 3.000% Senior Notes due 2022 (the "2022 Notes") and the related guarantees. $2,500,000,000 aggregate principal amount of 3.625% Senior Notes due 2024 (the "2024 Notes") and the related guarantees. $4,800,000,000 aggregate principal amount of 3.875% Senior Notes due 2027 (the "2027 Notes") and the related guarantees. $750,000,000 aggregate principal amount of 2.200% Senior Notes due 2021 (the "2021 Notes") and the related guarantees. $1,000,000,000 aggregate principal amount of 2.650% Senior Notes due 2023 (the "2023 Notes") and the related guarantees. $1,000,000,000 aggregate principal amount of 3.125% Senior Notes due 2025 (the "2025 Notes") and the related guarantees. $1,250,000,000 aggregate principal amount of 3.500% Senior Notes due 2028 (the "2028 Notes") and the related guarantees.
Maturity	January 15, 2020 for the 2020 Notes. January 15, 2022 for the 2022 Notes. January 15, 2024 for the 2024 Notes. January 15, 2027 for the 2027 Notes. January 15, 2021 for the 2021 Notes. January 15, 2023 for the 2023 Notes. January 15, 2025 for the 2025 Notes.

	January 15, 2028 for the 2028 Notes.
Interest Rate	2.375% per annum for the 2020 Notes. 3.000% per annum for the 2022 Notes. 3.625% per annum for the 2024 Notes. 3.875% per annum for the 2027 Notes. 2.200% per annum for the 2021 Notes. 2.650% per annum for the 2023 Notes. 3.215% per annum for the 2025 Notes. 3.500% per annum for the 2028 Notes.
Interest Payment Dates	Interest on each series of notes will be payable semi-annually in cash in arrears on January 15 and July 15 of each year, commencing on July 15, 2018. Interest accrues from the most recent date on which interest has been paid on the outstanding notes or the exchange notes or, if no interest has been paid, from January 19, 2017 (in the case of the 2020 Notes, the 2022 Notes, the 2024 Notes and 2027 Notes) and October 17, 2017 (in the case of the 2021 Notes, the 2023 Notes, the 2025 Notes and 2028 Notes).
Guarantees	Each series of notes initially will be fully and unconditionally guaranteed, jointly and severally, on an unsecured and unsubordinated basis by Broadcom Limited and Broadcom Cayman L.P. (collectively, the "Guarantors"). The guarantees of Broadcom Cayman L.P. may be released under certain circumstances. See "Description of Notes—Guarantees."
Ranking	The notes and the guarantees will be the Issuers' and the Guarantors' respective senior unsecured obligations and will: • rank equally in right of payment with all of the Issuers' and the Guarantors' respective existing and future senior unsecured unsubordinated indebtedness, including Broadcom Corporation's obligations under the $139 million aggregate principal amount, consisting of $117 aggregate principal amount 2.700% Senior Notes due November 2018, $9 million aggregate principal amount 2.500% Senior Notes due August 2022, $7 million aggregate principal amount 3.500% Senior Notes due August 2024 and $6 million aggregate principal amount 4.500% Senior Notes due August 2034 that remained outstanding as of October 29, 2017 (collectively, the "Existing Broadcom Notes");

	• rank senior in right of payment to the Issuers' and the Guarantors' respective existing and future subordinated indebtedness; • be effectively subordinated in right of payment to the Issuers' and the Guarantors' respective existing and future secured obligations, to the extent of the assets securing such obligations; and • be structurally subordinated in right of payment to any existing and future indebtedness or other liabilities, including trade payables, of the Issuers' and the Guarantors' respective subsidiaries (except Broadcom Cayman L.P., Cayman Finance and Broadcom Corporation).
Optional Redemption	The Issuers may, at their option, redeem or repurchase the notes of each series, in whole or in part, at any time and from time to time prior to January 15, 2020 (in the case of the 2020 Notes), December 15, 2021 (in the case of the 2022 Notes), November 15, 2023 (in the case of the 2024 Notes), October 15, 2026 (in the case of the 2027 Notes), January 15, 2021 (in the case of the 2021 Notes), December 15, 2022 (in the case of the 2023 Notes), November 15, 2024 (in the case of the 2025 Notes) and October 15, 2027 (in the case of the 2028 Notes), at a price equal to 100% of the principal amount of the notes of such series to be redeemed, plus a "make-whole" premium, which is described under "Description of Notes—Optional Redemption," plus accrued and unpaid interest, if any, to, but excluding the redemption date. On or after December 15, 2021 (in the case of the 2022 Notes), November 15, 2023 (in the case of the 2024 Notes), October 15, 2026 (in the case of the 2027 Notes), December 15, 2022 (in the case of the 2023 Notes), November 15, 2024 (in the case of the 2025 Notes) and October 15, 2027 (in the case of the 2028 Notes), the Issuers may redeem or repurchase all or any part of the notes of the applicable series, at any time or from time to time, at a redemption price equal to 100% of the aggregate principal amount of the notes of such series to be redeemed, plus accrued and unpaid interest thereon, if any, to, but excluding, the redemption date. See "Description of Notes—Optional Redemption."
Additional Amounts; Redemption for Taxation Reasons	If payments made by the Issuers or any Guarantor are subject to any withholding or deduction of taxes by certain relevant tax jurisdictions (other than the United States or any of its political subdivisions), subject to certain exceptions, the Issuers and such Guarantor are required to pay the additional amounts necessary so that the net amount received by the holders of the notes after the withholding or deduction is not less than the amount that they would have received in the absence of the withholding or deduction. In the event that certain changes in the tax law of any relevant jurisdiction would impose

	withholding taxes on payments on the notes, the Issuers may redeem a series of notes in whole, but not in part, at any time, at a redemption price of 100% of the principal amount, plus accrued and unpaid interest, if any, and additional amounts, if any, to the date of redemption. See "Description of Notes—Additional Amounts" and "Description of Notes—Redemption for Taxation Reasons."
Change of Control Triggering Event	If we experience a Change of Control Triggering Event (as defined under "Description of Notes"), each holder of notes may require us to repurchase some or all of its notes at a purchase price equal to 101% of the aggregate principal amount thereof, plus accrued and unpaid interest, if any, and additional amounts, if any, to, but excluding, the repurchase date. See "Description of Notes—Purchase of Notes upon a Change of Control Triggering Event."
Certain Covenants	The indentures governing the notes contain covenants that limit, among other things, the ability of the Issuers, the Guarantors and their subsidiaries to: • incur certain secured debt; • enter into certain sale and lease-back transactions; and • consolidate, merge, sell or otherwise dispose of all or substantially all of their assets. These covenants are subject to a number of important qualifications and limitations. See "Description of Notes—Certain Covenants."
Book-Entry	The exchange notes will be issued in book-entry form and will be represented by global certificates deposited with, or on behalf of, DTC and registered in the name of Cede & Co., DTC's nominee. Beneficial interests in the exchange notes will be shown on, and transfers will be effected only through, records maintained by DTC or its nominee; and these interests may not be exchanged for certificated notes, except in limited circumstances. See "Description of Notes—Book-Entry, Delivery and Form" and "Description of Notes—Exchange of Global Notes for Certificated Notes."
No Listing	The exchange notes will not be listed on any securities exchange or market.

Risk Factors

You should carefully consider all of the information included and incorporated by reference in this prospectus, including the risks under the heading "Risk Factors" in the Annual Report on Form 10-K for the fiscal year ended October 29, 2017 filed by each of Broadcom Limited and Broadcom Cayman L.P., and in this prospectus beginning on page 15, as well as in the other reports we file from time to time with the SEC that are incorporated by reference herein. In addition, you should review the information set forth under "Forward-Looking Statements" before deciding to tender your outstanding notes in the exchange offer.

SUMMARY CONSOLIDATED FINANCIAL DATA

Set forth below are summary consolidated financial data of Broadcom Limited and Broadcom Cayman L.P., at the dates and for the periods indicated.

The following summary consolidated financial data relate to each of the five fiscal years in the period ended October 29, 2017. The financial data for each of the five fiscal years in the period ended October 29, 2017 were derived from the Company's audited consolidated financial statements. For more information see the audited consolidated financial statements for the fiscal year ended October 29, 2017 in Broadcom Parent's and Broadcom Cayman L.P.'s Annual Report on Form 10-K incorporated by reference into this prospectus.

The following summary consolidated financial data should be read in conjunction with the respective consolidated financial statements and the related notes, "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and other financial data in Broadcom Parent's and Broadcom Cayman L.P.'s Annual Report on Form 10-K incorporated by reference into this prospectus. The consolidated financial data may not be indicative of our future performance. We report financial results on a 52-or 53-week fiscal year. Our fiscal year ends on the Sunday closest to October 31 in a 52-week year and on the first Sunday in November in a 53-week year. We refer to our fiscal years by the calendar year in which they end. For example, the fiscal year October 29, 2017 is referred to as "fiscal year 2017."

	Fiscal Year Ended				
	October 29, 2017	October 30, 2016	November 1, 2015	November 2, 2014	November 3, 2013
	(In millions, except per share amounts)				
Statement of Operations Data: (1)					
Net revenue	$ 17,636	$ 13,240	$ 6,824	$ 4,269	$ 2,520
Cost of products sold:					
Cost of products sold (2)	6,593	5,295	2,750	1,911	1,251
Purchase accounting effect on inventory	4	1,185	30	210	9
Amortization of acquisition-related intangible assets	2,511	763	484	249	61
Restructuring charges (3)	19	57	7	22	1
Total cost of products sold	9,127	7,300	3,271	2,392	1,322
Gross margin	8,509	5,940	3,553	1,877	1,198
Research and development	3,292	2,674	1,049	695	398
Selling, general and administrative (2)	787	806	486	407	222
Amortization of acquisition-related intangible assets	1,764	1,873	249	197	24
Restructuring, impairment and disposal charges (3)	161	996	137	140	2
Litigation settlements (4)	122	—	—	—	—
Total operating expenses	6,126	6,349	1,921	1,439	646
Operating income (loss) (5)	2,383	(409)	1,632	438	552
Interest expense (6)	(454)	(585)	(191)	(110)	(2)
Loss on extinguishment of debt (7)	(166)	(123)	(10)	—	—
Other income, net	62	10	36	14	18
Income (loss) from continuing operations before income taxes	1,825	(1,107)	1,467	342	568
Provision for income taxes (8)	35	642	76	33	16
Income (loss) from continuing operations	1,790	(1,749)	1,391	309	552
Loss from discontinued operations, net of income taxes (9)	(6)	(112)	(27)	(46)	—
Net income (loss)	1,784	(1,861)	1,364	263	552
Net income (loss) attributable to noncontrolling interest (10)	92	(122)	—	—	—
Net income (loss) attributable to ordinary shares	$ 1,692	$ (1,739)	$ 1,364	$ 263	$ 552

	Fiscal Year Ended				
	October 29, 2017	October 30, 2016	November 1, 2015	November 2, 2014	November 3, 2013
	(In millions, except per share amounts)				
Income (loss) per ordinary share (diluted):					
Income (loss) per share from continuing operations	$ 4.03	$ (4.57)	$ 4.95	$ 1.16	$ 2.19
Loss per share from discontinued operations	(0.01)	(0.29)	(0.10)	(0.17)	—
Net income (loss) per share	$ 4.02	$ (4.86)	$ 4.85	$ 0.99	$ 2.19
Cash dividend declared and paid per ordinary share	$ 4.08	$ 1.94	$ 1.55	$ 1.13	$ 0.80

	October 29, 2017	October 30, 2016	November 1, 2015	November 2, 2014	November 3, 2013
	(In millions)				
Balance Sheet Data: (1)					
Cash and cash equivalents (11)	$ 11,204	$ 3,097	$ 1,822	$ 1,604	$ 985
Total assets	$ 54,418	$ 49,966	$ 10,515	$ 10,376	$ 3,415
Debt and capital lease obligations	$ 17,569	$ 13,642	$ 3,872	$ 5,395	$ 2
Total shareholders' equity	$ 23,186	$ 21,876	$ 4,714	$ 3,243	$ 2,886
Other Financial Data:					
Earnings to fixed charges ratio (12)	4.2	—	7.6	3.7	94.4

Shareholders' equity, partners' capital and the Limited Partners' noncontrolling interest in Broadcom are the primary areas of difference between the consolidated financial statements of Broadcom and those of the Partnership. The following table sets forth certain Partnership data, as well as these primary differences.

	Fiscal Year Ended				
	October 29, 2017	October 30, 2016	November 1, 2015	November 2, 2014	November 3, 2013
	(In millions, except per share amounts)				
Partnership Data:					
General Partner's interest in net income (loss)	$ 1,692	$ (2,116)	$ —	$ —	$ —
Limited Partners' interest in net income (loss)	$ 92	$ (122)	$ —	$ —	$ —
Net income attributable to ordinary shareholders	$ —	$ 377	$ 1,364	$ 263	$ 552
Cash distribution paid per restricted exchangeable partnership unit	$ 4.08	$ 1.50	$ —	$ —	$ —
Cash distribution paid to General Partner	$ 1,756	$ 594	$ —	$ —	$ —
Cash dividends paid per ordinary share	$ —	$ 0.44	$ 1.55	$ 1.13	$ 0.80
Total partners' capital/shareholders' equity	$ 23,083	$ 21,876	$ 4,714	$ 3,243	$ 2,886

(1) On February 1, 2016, we acquired Broadcom Corporation for total consideration of approximately $35.7 billion. On May 5, 2015, we acquired Emulex Corporation for total consideration of approximately $587 million. On August 12, 2014, we acquired PLX Technology, Inc. for total consideration of approximately $308 million. On May 6, 2014, we acquired LSI Corporation for total consideration of approximately $6.5 billion. On June 28, 2013, we acquired CyOptics, Inc. for total consideration of approximately $380 million. The results of operations of the acquired companies and estimated fair value of assets acquired and liabilities assumed were included in our financial statements from the respective acquisition dates.

(2) We incurred acquisition-related costs of $98 million, $139 million, $74 million and $74 million in fiscal years 2017, 2016, 2015 and 2014, respectively, of which $97 million, $138 million, $71 million and $67 million were presented as part of operating expenses, and the remainder was presented as part of cost of products sold.

(3) Fiscal years 2017, 2016, 2015 and 2014 restructuring charges primarily reflect actions taken to implement planned cost reduction and restructuring activities in connection with the acquisitions. We also incurred $56 million, $590 million and $61 million in-process research and development and other asset impairment charges in fiscal years 2017, 2016 and 2015, respectively.

(4) Primarily represents litigation charges associated with certain legal settlement agreements.

(5) Includes share-based compensation expense of $920 million, $664 million, $232 million, $153 million and $77 million for fiscal years 2017, 2016, 2015, 2014 and 2013, respectively. Share-based compensation expense includes the impact of equity awards assumed as part of the acquisitions, as well as the impact of special long-term compensation and retention equity awards.

(6) Interest expense in fiscal years 2017 and 2016 includes coupon and contractual interest, accretion of the original issue discount, amortization of debt issuance costs related to our outstanding debt and debt modification fees related to financing the Broadcom merger. Interest expense in fiscal years 2015 and 2014 includes interest on the 2.0% Convertible Senior Notes due 2021.

(7) Loss on extinguishment of debt was primarily due to the debt issuance cost write-off that resulted from repayments of certain debt.

(8) Our provision for income taxes for fiscal year 2017 primarily relates to income from continuing operations, partially offset by $273 million of excess tax benefits from share-based awards recognized upon adoption of an accounting standards update. Our provision for income taxes for fiscal year 2016 included $93 million of expenses related to the undistributed earnings of foreign operations that were previously considered indefinitely reinvested, partially offset by income tax benefits from losses on continuing operations and the recognition of previously unrecognized tax benefits as a result of audit settlements. For fiscal years 2015, 2014, 2013 our provision for income taxes fluctuates mainly based on changes in jurisdictional mix of income.

(9) During fiscal years 2016, 2015 and 2014, we sold certain businesses related to the acquisitions of Broadcom Corporation, Emulex and LSI for a gain of $36 million, a loss of $14 million and a gain of $18 million, respectively.

(10) As a result of Broadcom’s controlling interest in the Partnership, we consolidate the financial results of the Partnership and present a noncontrolling interest for the portion of the Partnership it does not own in our consolidated financial statements. This represents the portion of net income (loss) attributable to the economic interest in the Partnership owned by the Limited Partners.

(11) The Partnership’s cash and cash equivalents at October 29, 2017 and October 30, 2016 were $11.0 billion and $3.0 billion, respectively. The balance differences result from the timing of capital contributions from Broadcom to the Partnership and distributions from the Partnership to Broadcom.

(12) Fixed charges consist of interest expense on all indebtedness plus amortization of debt issuance costs and accretion of debt discount, capitalized interest and an estimate of interest expense within rental expense. Earnings consist of income from continuing operations before income taxes plus fixed charges and amortization of capitalized interest less capitalized interest. Earnings for the fiscal year 2016 were inadequate to cover fixed charges as the coverage deficiency was $1,123 million.

RISK FACTORS

Before deciding to tender your outstanding notes in the exchange offer, you should consider the risks described below and the other information included or incorporated by reference in this prospectus, including the risks under the heading "Risk Factors" in the Annual Report on Form 10-K for the fiscal year ended October 29, 2017 filed by each of Broadcom Limited and Broadcom Cayman L.P., as well as the other reports we file from time to time with the SEC that are incorporated by reference herein. The risks and uncertainties described below and in the incorporated documents are not the only risks and uncertainties that we face. Any of the following risks could materially and adversely affect our business, financial condition or results of operations. Additional risks and uncertainties not currently known to us or those we currently view to be immaterial may also materially and adversely affect our business, financial condition or results of operations. In any such case, the market price of our exchange notes could decline and you could lose all or part of your investment. In addition, we may not be able to make payments of interest and principal on the exchange notes. The risks discussed below also include forward-looking statements, and our actual results may differ substantially from those discussed in these forward-looking statements. See "Forward-Looking Statements" in this prospectus. In addition to the risk factors incorporated by reference herein, you should consider the additional risk factors below.

Risks Relating to the Exchange Offer

If you do not exchange your outstanding notes in the exchange offer, the transfer restrictions currently applicable to your outstanding notes will remain in force and the market price of your outstanding notes could decline.

If you do not exchange your outstanding notes for exchange notes in the exchange offer, then you will continue to be subject to the transfer restrictions on the outstanding notes as set forth in the applicable offering memorandum distributed in connection with the private offerings of the outstanding notes. In general, the outstanding notes may not be offered or sold unless in transactions that are registered, or exempt from registration, under, or not subject to, the Securities Act (including pursuant to Rule 144 under the Securities Act, as and when available) and applicable state securities laws. Except as required by the registration rights agreements, we do not intend to register resales of the outstanding notes under the Securities Act. You should refer to "Prospectus Summary—The Exchange Offer" and "The Exchange Offer" for information on how to tender your outstanding notes.

The tender of outstanding notes under the exchange offer will reduce the aggregate principal amount of the outstanding notes, which may have an adverse effect upon, and increase the volatility of, the market prices of the outstanding notes due to reduction in liquidity. In addition, if you do not exchange your outstanding notes in the exchange offer, you will no longer be entitled to exchange your outstanding notes for exchange notes registered under the Securities Act and you will no longer be entitled to have your outstanding notes registered for resale under the Securities Act.

Your ability to transfer the exchange notes may be limited by the absence of an active trading market, and there is no assurance that any active trading market will develop for the exchange notes.

We do not intend to apply for listing of the exchange notes on any securities exchange or market. The exchange notes are a new issue of securities for which there is no established public market. The initial purchasers in the private offerings of the outstanding notes may make a market in the exchange notes as permitted by applicable laws and regulations. However, the initial purchasers are not obligated to make a market in any of the exchange notes, and they may discontinue their market-making activities at any time without notice. In addition, such market-making activity may be limited during the pendency of the exchange offer. Therefore, an active market for any of the exchange notes may not develop or, if developed, it may not continue. In addition, subsequent to their initial issuance, the exchange notes may trade at a discount from their initial offering price, depending upon prevailing interest rates, the market for similar notes, our performance and other factors.

Risks Relating to the Notes

Our substantial indebtedness could adversely affect our financial health and our ability to raise additional capital to fund our operations, limit our ability to react to changes in the economy or our industry, expose us to interest rate risk to the extent of our variable rate indebtedness and prevent us from fulfilling our obligations under our indebtedness.

As of October 29, 2017, our total consolidated indebtedness under our senior unsecured notes that were issued and sold in January 2017 and October 2017, collectively, was $17,689 million. See “Capitalization.”

Our substantial indebtedness could have important consequences including:

- increasing our vulnerability to adverse general economic and industry conditions;
- exposing us to interest rate risk to the extent of our variable rate indebtedness, and we do not typically hedge against changes in interest rates;
- requiring us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby reducing the availability of our cash flow to fund working capital, capital expenditures, research and development efforts, execution of our business strategy, acquisitions and other general corporate purposes;
- limiting our flexibility in planning for, or reacting to, changes in the economy and the semiconductor industry;
- placing us at a competitive disadvantage compared to our competitors with less indebtedness; and
- making it more difficult to borrow additional funds in the future to fund growth, acquisitions, working capital, capital expenditures and other purposes.

See “Description of Other Indebtedness.”

We receive debt ratings from the major credit rating agencies in the United States. Factors that may impact our credit ratings include debt levels, planned asset purchases or sales and near-term and long-term production growth opportunities. Liquidity, asset quality, cost structure, reserve mix and commodity pricing levels could also be considered by the rating agencies. A ratings downgrade could adversely impact our ability to access debt markets in the future and increase the cost of current or future debt.

The instruments governing our indebtedness impose restrictions on our business.

The indentures governing the notes contain covenants imposing restrictions on our business. These restrictions may affect our ability to operate our business, to plan for, or react to, changes in market conditions or our capital needs and may limit our ability to take advantage of potential business opportunities as they arise. The restrictions placed on us include limitations on our ability to incur certain secured debt, enter into certain sale and lease-back transactions and consolidate, merge, sell or otherwise dispose of all or substantially all of our assets. You are not protected under the indentures governing the notes in the event of a highly leveraged transaction, reorganization, default under our existing indebtedness, restructuring, merger or similar transaction that may adversely affect you, except to the extent described under “Description of Notes—Certain Covenants—Limitation on Mergers and Other Transactions.”

Servicing our debt requires a significant amount of cash, and we may not have sufficient cash flow from our business to pay our substantial debt.

Our ability to make scheduled payments of the principal of, to pay interest on, and to refinance our debt, depends on our future performance, which is subject to economic, financial, competitive and other factors. Our business may not continue to generate cash flow from operations in the future sufficient to satisfy our obligations

under the notes and any future indebtedness we may incur and to make necessary capital expenditures. If we are unable to generate such cash flow, we may be required to adopt one or more alternatives, such as reducing or delaying investments or capital expenditures, selling assets, refinancing or obtaining additional equity capital on terms that may be onerous or highly dilutive. Our ability to refinance our outstanding indebtedness or future indebtedness will depend on the capital markets and our financial condition at such time. We may not be able to engage in any of these activities or engage in these activities on desirable terms when needed, which could result in a default on our indebtedness.

The guarantee of Broadcom Cayman L.P. may be automatically and unconditionally released under certain circumstances.

The guarantee by Broadcom Cayman L.P. will be automatically and unconditionally released at such time, if any, as (i) Broadcom Cayman L.P. is eligible to suspend its reporting obligation under Section 15(d) of the Exchange Act and (ii) the guarantee by Broadcom Parent would comply with the requirements of Rule 3-10 of Regulation S-X promulgated by the SEC (or any successor provision) with respect to the Issuers to allow Broadcom Parent's financial statements to meet the applicable SEC filing requirements without the guarantee of Broadcom Cayman L.P. At such time, Broadcom Cayman L.P. will also be automatically and unconditionally released substantially simultaneously from its obligations under the notes. The guarantee by Broadcom Cayman L.P. is being provided solely for the purpose of allowing the Issuers to satisfy their reporting obligations under SEC rules and will not be subject to the restrictive covenants in the indentures. You should not assign any value to such guarantee.

The guarantees may be released under other circumstances described under "Description of Notes—Guarantees."

Following the release of a guarantee in accordance with the terms of the indentures, you will not have a claim as a creditor against any entity that is no longer a Guarantor.

Claims of holders of the notes will be structurally subordinated to claims of creditors of our non-guarantor subsidiaries.

The notes will be guaranteed by the Guarantors and will not be guaranteed by the Issuers' subsidiaries. Payments on the notes are required to be made only by the Issuers and the Guarantors. As a result, no payments are required to be made from assets of the Issuers' non-guarantor subsidiaries, unless those assets are transferred by dividend or otherwise to an Issuer or a Guarantor. In the event that any non-guarantor subsidiary becomes insolvent, liquidates, reorganizes, dissolves or otherwise winds up, holders of its debt and its trade creditors generally will be entitled to payment on their claims from the assets of that non-guarantor subsidiary before any of those assets are made available to the Issuers. Consequently, your claims in respect of the notes will be structurally subordinated to all existing and future liabilities and obligations of the Issuers' non-guarantor subsidiaries. As of October 29, 2017, the Issuers' non-guarantor subsidiaries had no indebtedness outstanding (excluding intercompany indebtedness).

Fraudulent transfer laws, and similar laws in applicable foreign jurisdictions, may permit a court to void the notes and/or the guarantees, and, if that occurs, you may not receive any payments on the notes.

Fraudulent transfer and conveyance laws, and similar laws in applicable foreign jurisdictions, may apply to the issuance of the notes and the incurrence of the guarantees. Under bankruptcy laws and fraudulent transfer or conveyance laws, which may vary from state to state and jurisdiction to jurisdiction, and other similar laws in applicable foreign jurisdictions, the notes or the guarantees thereof could be voided as a fraudulent transfer or conveyance if the Issuers or any of the Guarantors, as applicable, (i) issued the notes and/or incurred the guarantees with the intent of hindering, delaying or defrauding creditors or (ii) received less than reasonably

equivalent value or fair consideration in return for either issuing the notes or incurring the guarantees and, in the case of (ii) only, one of the following is also true at the time thereof:

- the Issuers or any of the Guarantors, as applicable, were insolvent or rendered insolvent by reason of the issuance of the notes or the incurrence of the guarantees;
- the issuance of the notes or the incurrence of the guarantees left the Issuers or any of the Guarantors, as applicable, with an unreasonably small amount of capital or assets to carry on the business;
- the Issuers or any of the Guarantors intended to, or believed that the Issuers or such Guarantor would, incur debts beyond the Issuer's or the Guarantor's ability to pay as they mature; or
- the Issuers or any of the Guarantors were a defendant in an action for money damages, or had a judgment for money damages docketed against the Issuers or such Guarantor if, in either case, the judgment is unsatisfied after final judgment.

As a general matter, value is given for a transfer or an obligation if, in exchange for the transfer or obligation, property is transferred or a valid antecedent debt is secured or satisfied. A court would likely find that a Guarantor did not receive reasonably equivalent value or fair consideration for its guarantee to the extent the Guarantor did not obtain a reasonably equivalent benefit directly or indirectly from the issuance of the notes.

We cannot be certain as to the standards a court would use to determine whether or not the Issuers or the Guarantors were insolvent at the relevant time or, regardless of the standard that a court uses, whether the notes or the guarantees would be subordinated to the Issuers' or any of our Guarantors' other debt. In general, however, a court would deem an entity insolvent if:

- the sum of its debts, including contingent and unliquidated liabilities, was greater than the fair saleable value of all of its assets;
- the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or
- it could not pay its debts as they became due.

If a court were to find that the issuance of the notes or the incurrence of a guarantee was a fraudulent transfer or conveyance, the court could void the payment obligations under the notes or that guarantee, could subordinate the notes or that guarantee to presently existing and future indebtedness of the Issuers or of the related Guarantor or could require the holders of the notes to repay any amounts received with respect to that guarantee. In the event of a finding that a fraudulent transfer or conveyance occurred, you may not receive any repayment on the notes. Further, the avoidance of the notes or the guarantees thereof could result in an event of default with respect to the Issuers' and their subsidiaries' other debt that could result in acceleration of that debt.

Finally, as a court of equity, a bankruptcy court may subordinate the claims in respect of the notes or the guarantees thereof to other claims against the Issuers or the Guarantors under the principle of equitable subordination if the court determines that (1) the holder of the notes or the guarantees thereof engaged in some type of inequitable conduct, (2) the inequitable conduct resulted in injury to our other creditors or conferred an unfair advantage upon the holders of the notes and (3) equitable subordination is not inconsistent with the provisions of the bankruptcy code.

Insolvency laws of jurisdictions outside the United States may not be as favorable to you as the U.S. bankruptcy laws and may preclude holders of the notes from recovering payments due under the notes.

Cayman Finance is incorporated under the laws of the Cayman Islands, and the Guarantors are incorporated or organized in Singapore and the Cayman Islands. The insolvency laws of these jurisdictions may not be as

favorable to your interests as creditors as the laws of the United States or other jurisdictions with which you may be familiar, including in the areas of rights of creditors, priority of governmental and other creditors, ability to obtain post-petition interest and the duration of the proceeding.

See "Limitations on Validity and Enforceability of the Guarantees" for a description of the insolvency laws in the Cayman Islands and Singapore, which could limit the enforceability of the guarantees.

In the event that any one or more of the Issuers, the Guarantors, any future guarantors, if any, or any other of the Issuers' subsidiaries experienced financial difficulty, it is not possible to predict with certainty in which jurisdiction or jurisdictions insolvency or similar proceedings would be commenced, or the outcome of such proceedings. Guarantees provided by entities organized in jurisdictions not discussed in this prospectus are also subject to material limitations pursuant to their terms, by statute or otherwise. Any enforcement of the guarantees after bankruptcy or an insolvency event in such other jurisdictions will be subject to the insolvency laws of the relevant entity's jurisdiction of organization or other jurisdictions. The insolvency and other laws of each of these jurisdictions may be materially different from, or in conflict with, each other, including in the areas of rights of secured and other creditors, the ability to void preferential transfer, priority of governmental and other creditors, ability to obtain post-petition interest and duration of the proceeding. The application of these laws, or any conflict among them, could call into question whether any particular jurisdiction's laws should apply, adversely affect the ability of holders of the notes to enforce their rights under the guarantees in these jurisdictions and limit any amounts that such holders of the notes may receive.

You may be unable to enforce judgments obtained in the United States and foreign courts against Cayman Finance, the Guarantors or our or their respective directors and executive officers.

Certain of the directors and executive officers of Broadcom Corporation as well as Cayman Finance and the Guarantors are, and will continue to be, non-residents of the United States, and most of the assets of these companies are located outside of the United States. As a consequence, you may not be able to effect service of process in the United States on Cayman Finance and the Guarantors or the non-United States resident directors and executive officers or to enforce judgments of U.S. courts in any civil liabilities proceedings under the U.S. federal securities laws. Moreover, any judgment obtained in the United States against the non-resident directors and executive officers, Cayman Finance or such Guarantors, including judgments with respect to the payment of principal, premium, if any, and interest on the notes, may not be collectible in the United States. There is also uncertainty about the enforceability in the courts of certain jurisdictions, including judgments obtained in the United States against Cayman Finance or the Guarantors, whether or not predicated upon the federal securities laws of the United States. See "Service of Process and Enforcement of Civil Liabilities."

Because each Guarantor's liability under its guarantee may be reduced to zero or avoided or the guarantees of certain Guarantors may be released under certain circumstances, you may not receive any payments from some or all of the Guarantors.

It is anticipated that the notes will have the benefit of the guarantees of the Guarantors. However, the guarantees will be limited to the maximum amount that the Guarantors are permitted to guarantee under applicable law. As a result, a Guarantor's liability under a guarantee could be reduced to zero depending on the limitations and other requirements of applicable law and/or the amount of other obligations of such entity. Further, under certain circumstances, a court under applicable fraudulent conveyance and transfer statutes or other applicable laws could void the obligations under a guarantee, or subordinate the guarantee to other obligations of the guarantor. See "—Fraudulent transfer laws, and similar laws in applicable foreign jurisdictions, may permit a court to void the notes and/or the guarantees and, if that occurs, you may not receive any payment on the Notes." In addition, you will lose the benefit of a particular guarantee if it is released under certain circumstances described under "Description of Notes—Guarantees."

As a result, an entity's liability under its guarantee could be materially reduced or eliminated depending upon the amounts of its other obligations and upon applicable laws. In particular, in certain jurisdictions, a

guarantee granted by a company that is not in the company's corporate interests or where the burden of that guarantee exceeds the benefit to the company may not be valid and enforceable. It is possible that a creditor of an entity or the insolvency administrator in the case of an insolvency of an entity may contest the validity and enforceability of the guarantee and that the applicable court may determine that the guarantee should be limited or voided. In the event that any guarantees are deemed invalid or unenforceable, in whole or in part, or to the extent that agreed limitations on the guarantee apply, the notes would be effectively subordinated to all liabilities, including trade payables, of the applicable Guarantor.

We may not be able to repurchase the Notes upon a Change of Control Triggering Event.

Upon the occurrence of a Change of Control Triggering Event (as defined under "Description of Notes"), the Issuers will be required to offer to repurchase all outstanding notes at 101% of their principal amount plus accrued and unpaid interest, if any, and additional amounts, if any, to the date of repurchase. See "Description of Notes—Purchase of Notes upon a Change of Control Triggering Event." The source of funds for any purchase of the notes will be the Issuers' available cash or cash generated from the Issuers' subsidiaries' operations or other sources, including borrowings, sales of assets or sales of equity. The Issuers may not be able to repurchase the notes upon a Change of Control Triggering Event because they may not have sufficient financial resources to purchase all of the notes that are tendered upon a Change of Control Triggering Event. Further, the Issuers may be contractually restricted under the terms of other debt we may incur in the future from repurchasing all of the notes tendered by holders upon a Change of Control Triggering Event. Accordingly, the Issuers may not be able to satisfy their obligations to purchase the notes unless they are able to refinance or obtain waivers under such other indebtedness. Such failure to repurchase any tendered notes upon a change of control would cause a default under the indentures governing the notes. Any of our future debt agreements may contain similar provisions.

Holders of the notes may not be able to determine when a Change of Control giving rise to their right to have the notes repurchased has occurred following a sale of "substantially all" of the assets of Broadcom Parent.

The definition of Change of Control contained in each of the indentures governing the notes includes a phrase relating to the sale of "all or substantially all" of the assets of Broadcom Parent. There is no precise established definition of the phrase "substantially all" under applicable law. Accordingly, the ability of a holder of notes to require the Issuers to repurchase its notes as a result of a sale of less than all of the assets of Broadcom Parent to another person may be uncertain. In addition, some important corporate events, such as leveraged recapitalizations or the sale of Broadcom Parent to a public company that does not have a majority shareholder, may not, under the indentures governing the notes, constitute a Change of Control that would require the Issuers to repurchase the notes, even though those corporate events could increase the level of our indebtedness or otherwise adversely affect our capital structure, credit ratings or the value of the notes. See "Description of Notes—Purchase of Notes upon a Change of Control Triggering Event."

There are currently no markets for the notes, and active trading markets may not develop for the notes.

There are currently no established trading markets for the notes. We do not intend to list the notes on any national securities exchange or for quotation on any automated dealer quotation systems.

The liquidity of any market for the notes will depend on a number of factors, including:

- the number of holders of the notes;
- our results of operations and financial performance;
- the market for similar securities;
- the interest of securities dealers in making a market in the notes; and
- prevailing interest rates.

An active market for the notes may not develop and, if it develops, it may not continue.

The trading prices of the notes may be volatile and can be directly affected by many factors, including our credit rating.

To the extent trading markets for the notes develop, the trading prices of the notes could be subject to significant fluctuation in response to, among other factors, changes in our operating results, interest rates, the market for debt securities, general economic conditions and securities analysts' recommendations, if any, regarding our securities.

Credit rating agencies continually revise their ratings for companies they follow, including us. Any ratings downgrade could adversely affect the trading prices of the notes, or the trading market for the notes, to the extent a trading market for the notes develops. The condition of the financial and credit markets and prevailing interest rates have fluctuated in the past and are likely to fluctuate in the future and any fluctuation may impact the trading prices of the notes.

FORWARD-LOOKING STATEMENTS

The information in this prospectus and the documents incorporated by reference herein should be read in conjunction with the consolidated financial statements and notes thereto included in Broadcom Parent's and Broadcom Cayman L.P.'s Annual Report on Form 10-K for the fiscal year ended October 29, 2017 (the "Annual Report"), which is incorporated by reference herein. This prospectus and the documents incorporated by reference herein contain forward-looking statements within the meaning of the federal securities laws. These statements are indicated by words or phrases such as "anticipate," "expect," "estimate," "seek," "plan," "believe," "could," "intend," "will," and similar words or phrases. These forward-looking statements may include the proposed transaction involving Broadcom Limited and Qualcomm Incorporated ("Qualcomm"), and the expected benefits of the proposed transaction; projections of financial information; statements about historical results that may suggest trends for our business; statements of the plans, strategies, and objectives of management for future operations; statements of expectation or belief regarding future events (including any acquisitions we may make), technology developments, our products, product sales, expenses, liquidity, cash flow and growth rates, or enforceability of our intellectual property rights; and the effects of seasonality on our business. Such statements are based on current expectations, estimates, forecasts and projections of our or industry performance and macroeconomic conditions, based on management's judgment, beliefs, current trends and market conditions, and involve risks and uncertainties that may cause actual results to differ materially from those contained in the forward-looking statements. We derive most of our forward-looking statements from our operating budgets and forecasts, which are based upon many detailed assumptions. While we believe that our assumptions are reasonable, we caution that it is very difficult to predict the impact of known factors, and it is impossible for us to anticipate all factors that could affect our actual results. Accordingly, we caution you not to place undue reliance on these statements.

Important factors that could cause actual results to differ materially from our expectations are disclosed under "Risk Factors" herein and in Part I, Item 1A of the Annual Report. These factors include risks associated with our proposal to acquire Qualcomm, including: (i) the ultimate outcome of any possible transaction between Broadcom and Qualcomm; (ii) uncertainties as to whether Qualcomm will cooperate with us regarding the proposed transaction; (iii) the effects of the announcement of the proposed transaction on the ability of Broadcom and Qualcomm to retain customers, to retain and hire key personnel and to maintain favorable relationships with suppliers or customers; (iv) the timing of the proposed transaction; (v) the ability to obtain regulatory approvals and satisfy other closing conditions to the completion of the proposed transaction (including shareholder approval); and (vi) other risks related to the completion of the proposed transaction and actions related thereto; any loss of our significant customers and fluctuations in the timing and volume of significant customer demand; our dependence on contract manufacturing and outsourced supply chain; our dependency on a limited number of suppliers; any acquisitions we may make, such as delays, challenges and expenses associated with receiving governmental and regulatory approvals and satisfying other closing conditions, and with integrating acquired companies with our existing businesses and our ability to achieve the growth prospects and synergies expected by such acquisitions; our ability to accurately estimate customers' demand and adjust our manufacturing and supply chain accordingly; our significant indebtedness, including the need to generate sufficient cash flows to service and repay such debt; dependence on a small number of markets and the rate of growth in these markets; dependence on and risks associated with distributors of our products; dependence on senior management; quarterly and annual fluctuations in our operating results; global economic conditions and concerns; our proposed redomiciliation of our ultimate parent company to the United States; our competitive performance and ability to continue achieving design wins with our customers, as well as the timing of any design wins; prolonged disruptions of our or our contract manufacturers' manufacturing facilities or other significant operations; our ability to improve our manufacturing efficiency and quality; our dependence on outsourced service providers for certain key business services and their ability to execute to our requirements; our ability to maintain or improve gross margin; our effective tax rate, legislation that may impact our effective tax rate and our ability to maintain tax concessions in certain jurisdictions; our ability to protect our intellectual property and the unpredictability of any associated litigation expense; any expense or reputational damage associated with resolving customer product warranty and indemnification claims; cyclicality in the semiconductor industry or in our target markets;

our ability to sell to new types of customers and to keep pace with technological advances; market acceptance of the end products into which our products are designed; and other events and trends on a national, regional and global scale, including those of a political, economic, business, competitive and regulatory nature.

All of the forward-looking statements in this prospectus and the documents incorporated by reference herein are qualified in their entirety by reference to the factors listed above and those discussed under the heading “Risk Factors” herein and in Part I, Item 1A of the Annual Report. We caution you that the foregoing list of important factors may not contain all of the material factors that are important to you. In addition, in light of these risks and uncertainties, the matters referred to in the forward-looking statements contained in this prospectus and the documents incorporated by reference herein may not in fact occur. We undertake no intent or obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise, except as otherwise required by law.

CAPITALIZATION

The following table sets forth the obligations and capitalization for each of Broadcom Parent and Broadcom Cayman L.P. as of October 29, 2017. This table should be read in conjunction with the information presented under the captions “Summary—Summary Historical Financial Data” in this prospectus, the “Management’s Discussion and Analysis of Financial Condition and Results of Operations” section in the Annual Report and Broadcom Parent’s and Broadcom Cayman L.P.’s consolidated financial statements and related notes included or incorporated by reference in this prospectus.

(in millions)	As of October 29, 2017
Indebtedness (including short-term debt and current portion of long-term obligations):	
2.375% Senior Notes due 2020	$ 2,750
3.000% Senior Notes due 2022	3,500
3.625% Senior Notes due 2024	2,500
3.875% Senior Notes due 2027	4,800
2.200% Senior Notes due 2021	750
2.650 % Senior Notes due 2023	1,000
3.125% Senior Notes due 2025	1,000
3.500% Senior Notes due 2028	1,250
2.70% Broadcom Corporation Senior Notes due November 2018	117
2.50%—4.50% Broadcom Corporation Senior Notes due August 2022—August 2034	22
Total indebtedness	17,689
Total partners’ capital/shareholders’ equity	23,083
Total capitalization	$ 40,772

USE OF PROCEEDS

None of Broadcom Corporation, Cayman Finance or the Guarantors will receive any cash proceeds from the issuance of the exchange notes pursuant to the exchange offer. In consideration for issuing the exchange notes as contemplated in this prospectus, Broadcom Corporation and Cayman Finance will receive in exchange a like principal amount of outstanding notes, the terms of which are identical in all material respects to the exchange notes, except that the exchange notes will not contain terms with respect to transfer restrictions, registration rights or additional interest upon a failure to fulfill certain obligations under the registration rights agreements. The outstanding notes surrendered in exchange for the exchange notes will be retired and cancelled and cannot be reissued. Accordingly, the issuance of the exchange notes will not result in any change in our capitalization.

THE EXCHANGE OFFER

General

We are offering to exchange a like principal amount of exchange notes for any or all outstanding notes on the terms and subject to the conditions set forth in this prospectus and accompanying letter of transmittal. We refer to the offer as the "exchange offer." You may tender some or all of your outstanding notes pursuant to the exchange offer, in permitted denominations.

As of the date of this prospectus, $2,750,000,000 2.375% Senior Notes due 2020, $3,500,000,000 3.000% Senior Notes due 2022, $2,500,000,000 3.625% Senior Notes due 2024, $4,800,000,000 3.875% Senior Notes due 2027, $750,000,000 2.200% Senior Notes due 2021, $1,000,000,000 2.650% Senior Notes due 2023, $1,000,000,000 3.125% Senior Notes due 2025 and $1,250,000,000 3.500% Senior Notes due 2028 are outstanding. This prospectus, together with the letter of transmittal, is first being sent to all registered holders of outstanding notes known to us on or about , . Our obligation to accept outstanding notes for exchange pursuant to the exchange offer is subject to the satisfaction or waiver of certain conditions set forth under "—Conditions to the Exchange Offer" below. We anticipate that each of the conditions will be satisfied and that no waivers will be necessary.

Purpose and Effect of the Exchange Offer

We issued a total of $13.55 billion in aggregate principal amount of the outstanding notes on January 19, 2017 and a total of $4 billion in aggregate principal amount of the outstanding notes on October 17, 2017. In connection with the private offerings and sale of the outstanding notes, we and the Guarantors of the notes entered into registration rights agreements with the initial purchasers of the outstanding notes in which we agreed, under certain circumstances, to file a registration statement relating to an offer to exchange the outstanding notes for exchange notes. The following description of the registration rights agreements is only a brief summary of the agreements. It does not purport to be complete and is qualified in its entirety by reference to all of the terms, conditions and provisions of the registration rights agreements. For further information, please refer to the registration rights agreements attached as exhibits to our Current Reports on Form 8-K filed with the SEC on January 20, 2017 and October 17, 2017 and listed in the exhibit index in the registration statement of which this prospectus forms a part. Pursuant to the registration rights agreements, we agreed to use our commercially reasonable efforts to cause the registration statement of which this prospectus forms a part to become effective and to cause the exchange offer to be consummated on the earliest practicable date after the date such registration statement has become effective, but in no event later than July 13, 2018 (in the case of the 2020 Notes, the 2022 Notes, the 2024 Notes and 2027 Notes) and April 10, 2019 (in the case of the 2021 Notes, the 2023 Notes, the 2025 Notes and the 2028 Notes). The form and terms of the exchange notes will be identical in all material respects to the form and terms of the outstanding notes, except that the offer and sale of the exchange notes will be registered under the Securities Act, and the exchange notes will not contain terms with respect to transfer restrictions, registration rights and additional payments upon a failure to fulfill certain of our obligations under the registration rights agreements.

Pursuant to the registration rights agreements and under the circumstances set forth below, we and the guarantors of the notes agreed to use our commercially reasonable efforts to cause the SEC to declare effective a shelf registration statement with respect to the resale of the outstanding notes within the time periods specified in the registration rights agreements and to keep the shelf registration statement effective until the earliest to occur of the following: (1) when a registration statement with respect to the notes has become effective and such notes have been exchanged or disposed of pursuant to such registration statement, (2) when the notes cease to be outstanding, or (3) the date that is three years and six months from the respective closing date of the sale of the notes to the initial purchasers. These circumstances include:

- if applicable interpretations of the staff of the SEC do not permit us to effect the exchange offer;

- if, for any other reason, we do not consummate the exchange offer on or before July 13, 2018 or April 10, 2019, as applicable;
- if an initial purchaser of the outstanding notes notifies us following consummation of the exchange offer that outstanding notes held by it are not eligible to be exchanged for exchange notes in the exchange offer; or
- certain holders are prohibited by law or SEC policy from participating in the exchange offer or may not resell the exchange notes acquired by them in the exchange offer to the public without delivering a prospectus.

If we fail to comply with specified obligations under the registration rights agreements, we will be required to pay additional interest to holders of the outstanding notes. Such additional interest will generally be required to be paid if:

- we fail to consummate the exchange offer on or before July 13, 2018 or April 10, 2019, as applicable;
- we are required to file a shelf registration statement, and we fail to file the shelf registration statement with the SEC on or before the 90th day after the date on which the shelf registration statement is required to be filed; or
- after the registration statement of which this prospectus forms a part or the shelf registration statement, as the case may be, is effective, such registration statement thereafter ceases to be effective or usable (subject to certain exceptions).

If you wish to exchange your outstanding notes for exchange notes in the exchange offer, you will be required to make the following written representations:

- you will acquire the exchange notes in the ordinary course of your business;
- at the time of the commencement of the exchange offer, you have no arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the exchange notes in violation of the provisions of the Securities Act;
- you are not our “affiliate” or an “affiliate” of any guarantor of the notes, as defined by Rule 405 of the Securities Act, or if you are an “affiliate,” you will comply with the registration and prospectus-delivery requirements of the Securities Act to the extent applicable; and
- you are not engaged in, and do not intend to engage in, a distribution of exchange notes.

Each broker-dealer that receives exchange notes for its own account in exchange for outstanding notes, where the broker-dealer acquired the outstanding notes as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. See “Plan of Distribution.”

Resale of Exchange Notes

Based on interpretations by the SEC set forth in no-action letters issued to third parties, we believe that you may resell or otherwise transfer exchange notes issued in the exchange offer without complying with the registration and prospectus-delivery provisions of the Securities Act, if:

- you are acquiring the exchange notes in the ordinary course of your business;
- you do not have an arrangement or understanding with any person to participate in a distribution of the exchange notes;
- you are not our “affiliate” or an “affiliate” of any guarantor of the notes as defined by Rule 405 of the Securities Act; and
- you are not engaged in, and do not intend to engage in, a distribution of the exchange notes.

If you are our "affiliate," or are engaging in, or intend to engage in, or have any arrangement or understanding with any person to participate in, a distribution of the exchange notes, or are not acquiring the exchange notes in the ordinary course of your business, then:

- you cannot rely on the position of the SEC set forth in *Morgan Stanley & Co. Incorporated* (available June 5, 1991) and *Exxon Capital Holdings Corporation* (available May 13, 1988), as interpreted in the SEC's letter to *Shearman & Sterling*, dated July 2, 1993, or similar no-action letters; and
- in the absence of an exception from the position stated immediately above, you must comply with the registration and prospectus-delivery requirements of the Securities Act in connection with any resale of the exchange notes.

This prospectus may be used for an offer to resell, or for the resale or other transfer of exchange notes only as specifically set forth in this prospectus. With regard to broker-dealers, only broker-dealers that acquired the outstanding notes as a result of market-making activities or other trading activities may participate in the exchange offer. Each broker-dealer that receives exchange notes for its own account in exchange for outstanding notes where such outstanding notes were acquired by such broker-dealer as a result of market-making activities or other trading activities must acknowledge that it will deliver a prospectus in connection with any resale of the exchange notes. Please read "Plan of Distribution" for more details regarding the transfer of exchange notes.

Terms of the Exchange Offer

On the terms and subject to the conditions set forth in this prospectus and in the accompanying letters of transmittal, we will accept for exchange in the exchange offer any outstanding notes that are validly tendered and not validly withdrawn prior to the expiration date. Outstanding notes may only be tendered in minimum denominations of $2,000 and integral multiples of $1,000 in excess of $2,000. We will issue $2,000 principal amount or an integral multiple of $1,000 in excess thereof of exchange notes in exchange for a corresponding principal amount of outstanding notes surrendered in the exchange offer. In exchange for each outstanding note surrendered in the exchange offer, we will issue exchange notes with a like principal amount.

The form and terms of the exchange notes will be identical in all material respects to the form and terms of the outstanding notes, except that the offer and sale of the exchange notes will be registered under the Securities Act and the exchange notes will not contain terms with respect to transfer restrictions, registration rights and additional payments upon a failure to fulfill certain of our obligations under the registration rights agreements. The exchange notes will be issued under and entitled to the benefits of the indentures that authorized the issuance of the outstanding notes. For a description of the indentures, see "Description of Notes."

The exchange offer is not conditioned upon any minimum aggregate principal amount of outstanding notes being tendered for exchange.

As of the date of this prospectus, there is outstanding a total of $17.55 billion aggregate principal amount of the outstanding notes. This prospectus and the letters of transmittal are being sent to all registered holders of outstanding notes. There will be no fixed record date for determining registered holders of outstanding notes entitled to participate in the exchange offer.

We intend to conduct the exchange offer in accordance with the provisions of the registration rights agreements, the applicable requirements of the Exchange Act, and the rules and regulations of the SEC. Outstanding notes that are not tendered for exchange in the exchange offer will remain outstanding and continue to accrue interest and be entitled to the rights and benefits that such holders have under the indentures relating to such holders' series of outstanding notes and the registration rights agreements, except we will not have any further obligations to provide for the registration of the outstanding notes under the registration rights agreements.

We will be deemed to have accepted for exchange properly tendered outstanding notes when we have given written notice of the acceptance to the exchange agent. The exchange agent will act as agent for the tendering holders for the purposes of receiving the exchange notes from us and delivering exchange notes to holders. Subject to the terms of the registration rights agreements, we expressly reserve the right to amend or terminate the exchange offer and to refuse to accept outstanding notes for exchange upon the occurrence of any of the conditions specified below under "—Conditions to the Exchange Offer."

If you tender your outstanding notes in the exchange offer, you will not be required to pay brokerage commissions or fees or, subject to the instructions in the letter of transmittal, transfer taxes with respect to the exchange of outstanding notes. We will pay all charges and expenses, other than certain applicable taxes described below, in connection with the exchange offer. It is important that you read the information under the caption "—Fees and Expenses" below for more details regarding fees and expenses incurred in the exchange offer.

Expiration Date; Extensions, Amendments

As used in this prospectus, the term "expiration date" means 11:59 p.m., New York City time, on , 2018. However, if we, in our sole discretion, extend the period of time for which the exchange offer is open, the term "expiration date" will mean the latest time and date to which we shall have extended the expiration of such exchange offer.

To extend the period of time during which an exchange offer is open, we will notify the exchange agent of any extension by written notice, followed by notification by press release or other public announcement to the registered holders of the outstanding notes no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date. The notification will set forth, among other things, the approximate number of outstanding notes tendered to date.

We reserve the right, in our sole discretion:

- to delay accepting for exchange any outstanding notes (only in the case that we amend or extend the exchange offer);
- to extend the exchange offer or to terminate the exchange offer if any of the conditions set forth below under "—Conditions to the Exchange Offer" have not been satisfied by giving written notice of such delay, extension or termination to the exchange agent; and
- subject to the terms of the registration rights agreements, to amend the terms of the exchange offer in any manner. In the event of a material change in the exchange offer, including the waiver of a material condition, we will extend the offer period, if necessary, so that at least five business days remain in such offer period following notice of the material change.

Any delay in acceptance, extension, termination or amendment will be followed as promptly as practicable by written notice to the registered holders of the outstanding notes. If we amend the exchange offer in a manner that we determine to constitute a material change, we will promptly disclose the amendment in a manner reasonably calculated to inform the holders of applicable outstanding notes of that amendment.

Conditions to the Exchange Offer

Despite any other term of the exchange offer, we will not be required to accept for exchange, or to issue exchange notes in exchange for, any outstanding notes, and we may terminate or amend the exchange offer as provided in this prospectus prior to the expiration date if in our reasonable judgment:

- the exchange offer, or the making of any exchange by a holder violates any applicable law or interpretation of the SEC; or

- any action or proceeding has been instituted or threatened in writing in any court or by or before any governmental agency with respect to the exchange offer that, in our judgment, would reasonably be expected to impair our ability to proceed with the exchange offer.

In addition, we will not be obligated to accept for exchange the outstanding notes of any holder that has not made to us:

- the representations described under "—Purpose and Effect of the Exchange Offer and "—Procedures for Tendering Outstanding Notes" and "Plan of Distribution;" and
- any other representations as may be reasonably necessary under applicable SEC rules, regulations, or interpretations to make available to us an appropriate form for registration of the offer and sale of the exchange notes under the Securities Act.

We expressly reserve the right at any time or at various times to extend the period of time during which the exchange offer is open. Consequently, we may delay acceptance of any outstanding notes by giving oral or written notice of such extension to their holders. We will return any outstanding notes that we do not accept for exchange for any reason without expense to their tendering holder promptly after the expiration or termination of the exchange offer.

We expressly reserve the right to amend or terminate the exchange offer and to reject for exchange any outstanding notes not previously accepted for exchange upon the occurrence of any of the conditions of the exchange offer specified above. We will give oral or written notice of any extension, amendment, non-acceptance or termination to the holders of the outstanding notes as promptly as practicable. In the case of any extension, such notice will be issued no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date.

These conditions are for our sole benefit, and we may assert them regardless of the circumstances that may give rise to them or waive them in whole or in part at any or at various times prior to the expiration date in our sole discretion. If we fail at any time to exercise any of the foregoing rights, this failure will not constitute a waiver of such right. Each such right will be deemed an ongoing right that we may assert at any time or at various times prior to the expiration date.

In addition, we will not accept for exchange any outstanding notes tendered, and will not issue exchange notes in exchange for any such outstanding notes, if at such time any stop order is threatened or in effect with respect to the registration statement of which this prospectus constitutes a part or the qualification of the indentures under the Trust Indenture Act of 1939, as amended.

Procedures for Tendering Outstanding Notes

To tender your outstanding notes in the exchange offer, you must comply with either of the following:

- complete, sign and date the letter of transmittal or a facsimile of the applicable letter of transmittal, have the signature(s) on such letter of transmittal guaranteed if required by the letter of transmittal and mail or deliver such letter of transmittal or facsimile thereof to the exchange agent at the address set forth below under "—Exchange Agent" prior to the expiration date; or
- comply with DTC's Automated Tender Offer Program procedures described below.

In addition, you must comply with either of the following conditions:

- the exchange agent must receive certificates for outstanding notes along with the applicable letter of transmittal prior to the expiration date;

- the exchange agent must receive a timely confirmation of book-entry transfer of outstanding notes into the exchange agent's account at DTC according to the procedures for book-entry transfer described below or a properly transmitted agent's message prior to the expiration date; or
- you must comply with the guaranteed delivery procedures described below.

Your tender, if not withdrawn prior to the expiration date, constitutes an agreement between us and you upon the terms and subject to the conditions described in this prospectus and the applicable letter of transmittal.

The method of delivery of outstanding notes, letters of transmittal and all other required documents to the exchange agent is at your election and risk. We recommend that instead of delivery by mail, you use an overnight or hand delivery service, properly insured. In all cases, you should allow sufficient time to assure timely delivery to the exchange agent before the expiration date. You should not send letters of transmittal or certificates representing outstanding notes to us. You may request that your broker, dealer, commercial bank, trust company or nominee effect the above transactions for you.

If you are a beneficial owner whose outstanding notes are held in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender your outstanding notes, you should promptly instruct the registered holder to tender outstanding notes on your behalf. If you wish to tender the outstanding notes yourself, you must, prior to completing and executing the letter of transmittal and delivering your outstanding notes, either:

- make appropriate arrangements to register ownership of the outstanding notes in your name; or
- obtain a properly completed bond power from the registered holder of outstanding notes.

The transfer of registered ownership may take considerable time and may not be able to be completed prior to the expiration date. We are not responsible for any delays in any such transfer.

Signatures on the letter of transmittal or a notice of withdrawal, as the case may be, must be guaranteed by a member firm of a registered national securities exchange or of the Financial Industry Regulatory Authority, Inc., a commercial bank or trust company having an office or correspondent in the United States or another "eligible guarantor institution" within the meaning of Rule 17A(d)-15 under the Exchange Act, unless the outstanding notes surrendered for exchange are tendered:

- by a registered holder of the outstanding notes who has not completed the box entitled "Special Registration Instructions" or "Special Delivery Instructions" on the letter of transmittal; or
- for the account of an eligible guarantor institution.

If the letter of transmittal is signed by a person other than the registered holder of any outstanding notes listed on the outstanding notes, such outstanding notes must be endorsed or accompanied by a properly completed bond power. The bond power must be signed by the registered holder as the registered holder's name appears on the outstanding notes and an eligible guarantor institution must guarantee the signature on the bond power.

If the letter of transmittal or any certificates representing outstanding notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations, or others acting in a fiduciary or representative capacity, those persons should also so indicate when signing and, unless waived by us, they should also submit evidence satisfactory to us of their authority to so act.

Any financial institution that is a participant in DTC's system may use DTC's Automated Tender Offer Program to tender. Participants in the program may, instead of physically completing and signing the letter of transmittal and delivering it to the exchange agent, electronically transmit their acceptance of the exchange by

causing DTC to transfer the outstanding notes to the exchange agent in accordance with DTC's Automated Tender Offer Program procedures for transfer. DTC will then send an agent's message to the exchange agent. The term "agent's message" means a message transmitted by DTC, received by the exchange agent and forming part of the book-entry confirmation, which states that:

- DTC has received an express acknowledgment from a participant in its Automated Tender Offer Program that is tendering outstanding notes that are the subject of the book-entry confirmation;
- the participant has received and agrees to be bound by the terms of the letter of transmittal, or in the case of an agent's message relating to guaranteed delivery, that such participant has received and agrees to be bound by the notice of guaranteed delivery; and
- we may enforce that agreement against such participant.

DTC is referred to herein as a "book-entry transfer facility."

Acceptance of Exchange Notes

In all cases, we will promptly issue exchange notes for outstanding notes that we have accepted for exchange under the exchange offer only after the exchange agent timely receives:

- outstanding notes or a timely book-entry confirmation of such outstanding notes into the exchange agent's account at the book-entry transfer facility; and
- a properly completed and duly executed letter of transmittal and all other required documents or a properly transmitted agent's message.

By tendering outstanding notes pursuant to the exchange offer, you will represent to us that, among other things:

- you are not our "affiliate" or an "affiliate" of any guarantor of the notes within the meaning of Rule 405 under the Securities Act;
- you are not engaged in, and do not intend to engage in, and you do not have an arrangement or understanding with any person or entity to participate in a distribution of the exchange notes; and
- you are acquiring the exchange notes in the ordinary course of your business.

In addition, each broker-dealer that is to receive exchange notes for its own account in exchange for outstanding notes must represent that such outstanding notes were acquired by that broker-dealer as a result of market-making activities or other trading activities and must acknowledge that it will deliver a prospectus that meets the requirements of the Securities Act in connection with any resale of the exchange notes. The letter of transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. See "Plan of Distribution."

Our interpretation of the terms and conditions of the exchange offer, including the letters of transmittal and the instructions to the letters of transmittal, and our resolution of all questions as to the validity, form, eligibility, including time of receipt, and acceptance of outstanding notes tendered for exchange will be final and binding on all parties. We reserve the absolute right to reject any and all tenders of any particular outstanding notes not properly tendered or to not accept any particular outstanding notes if the acceptance might, in our or our counsel's judgment, be unlawful. We also reserve the absolute right to waive any defects or irregularities as to any particular outstanding notes prior to the expiration date.

Unless waived, any defects or irregularities in connection with tenders of outstanding notes for exchange must be cured before the expiration date. Neither we, the exchange agent, nor any other person will be under any duty to give notification of any defect or irregularity with respect to any tender of outstanding notes for

exchange, nor will we or any of them incur any liability for any failure to give notification. Any outstanding notes received by the exchange agent that are not properly tendered and as to which the irregularities have not been cured or waived will be returned by the exchange agent to the tendering holder, unless otherwise provided in the letter of transmittal, promptly after the expiration date.

Book-Entry Delivery Procedures

Promptly after the date of this prospectus, the exchange agent will establish an account with respect to the outstanding notes at DTC, as the book-entry transfer facility, for purposes of the exchange offer. Any financial institution that is a participant in the book-entry transfer facility's system may make book-entry delivery of the outstanding notes by causing the book-entry transfer facility to transfer those outstanding notes into the exchange agent's account at the facility in accordance with the facility's procedures for such transfer. To be timely, book-entry delivery of outstanding notes requires receipt of a confirmation of a book-entry transfer, which we refer to as a "book-entry confirmation," prior to the expiration date. In addition, although delivery of outstanding notes may be effected through book-entry transfer into the exchange agent's account at the book-entry transfer facility, the letter of transmittal or a manually signed facsimile thereof, together with any required signature guarantees and any other required documents, or an "agent's message," as defined below, in connection with a book-entry transfer, must, in any case, be delivered or transmitted to and received by the exchange agent at its address set forth on the cover page of the letter of transmittal prior to the expiration date to receive exchange notes for tendered outstanding notes, or the guaranteed delivery procedure described below must be complied with. Tender will not be deemed made until such documents are received by the exchange agent. Delivery of documents to the book-entry transfer facility does not constitute delivery to the exchange agent.

Holders of outstanding notes who are unable to deliver confirmation of the book-entry tender of their outstanding notes into the exchange agent's account at the book-entry transfer facility or all other documents required by the letter of transmittal to the exchange agent on or prior to the expiration date must tender their outstanding notes according to the guaranteed delivery procedures described below.

Guaranteed Delivery Procedures

If you wish to tender your outstanding notes, but your outstanding notes are not immediately available or you cannot deliver your outstanding notes, the letter of transmittal or any other required documents to the exchange agent or comply with the procedures under DTC's Automatic Tender Offer Program, prior to the expiration date, you may still tender if:

- the tender is made through an eligible guarantor institution;
- prior to the expiration date, the exchange agent receives from such eligible guarantor institution either a properly completed and duly executed notice of guaranteed delivery, by facsimile transmission, mail or hand delivery or a properly transmitted agent's message and notice of guaranteed delivery, that (1) sets forth your name and address, the certificate number(s) of such outstanding notes and the principal amount of outstanding notes tendered; (2) states that the tender is being made thereby; and (3) guarantees that, within three Nasdaq Global Select Market trading days after the expiration date, the letter of transmittal, or facsimile thereof, together with the outstanding notes or a book-entry confirmation, and any other documents required by the letter of transmittal, will be deposited by the eligible guarantor institution with the exchange agent; and
- the exchange agent receives the properly completed and executed letter of transmittal or facsimile thereof, as well as certificate(s) representing all tendered outstanding notes in proper form for transfer or a book-entry confirmation of transfer of the outstanding notes into the exchange agent's account at DTC and all other documents required by the letter of transmittal, within three Nasdaq Global Select Market trading days after the expiration date.

Upon request, the exchange agent will send to you a notice of guaranteed delivery if you wish to tender your outstanding notes according to the guaranteed delivery procedures.

Withdrawal Rights

Except as otherwise provided in this prospectus, you may withdraw your tender of outstanding notes at any time prior to the expiration date. For a withdrawal to be effective:

- the exchange agent must receive a written notice, which may be by telegram, telex, facsimile or letter, of withdrawal at its address set forth below under "—Exchange Agent;" or
- you must comply with the appropriate procedures of DTC's Automated Tender Offer Program system.

Any notice of withdrawal must:

- specify the name of the person who tendered the outstanding notes to be withdrawn;
- identify the outstanding notes to be withdrawn, including the certificate numbers and principal amount of the outstanding notes; and
- where certificates for outstanding notes have been transmitted, specify the name in which such outstanding notes were registered, if different from that of the withdrawing holder.

If certificates for outstanding notes have been delivered or otherwise identified to the exchange agent, then, prior to the release of such certificates, you must also submit:

- the certificate numbers of the particular certificates to be withdrawn; and
- a signed notice of withdrawal with signatures guaranteed by an eligible guarantor institution, unless you are an eligible guarantor institution.

If outstanding notes have been tendered pursuant to the procedures for book-entry transfer described above, any notice of withdrawal must specify the name and number of the account at the book-entry transfer facility to be credited with the withdrawn outstanding notes and otherwise comply with the procedures of the facility. We will determine, in our reasonable discretion, all questions as to the validity, form and eligibility, including time of receipt of notices of withdrawal, and our determination will be final and binding on all parties. Any outstanding notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the exchange offer. Any outstanding notes that have been tendered for exchange but that are not exchanged for any reason will be returned to their holder, without cost to the holder, or, in the case of book-entry transfer, the outstanding notes will be credited to an account at the book-entry transfer facility, promptly after withdrawal, rejection of tender or termination of the exchange offer. Properly withdrawn outstanding notes may be retendered by following the procedures described under "—Procedures for Tendering Outstanding Notes" above at any time on or prior to the expiration date.

Exchange Agent

Wilmington Trust, National Association has been appointed as the exchange agent for the exchange offer. Wilmington Trust, National Association, also acts as trustee under the indentures governing the notes. You should direct all executed letters of transmittal and all questions and requests for assistance, requests for additional copies of this prospectus or of the letters of transmittal, and requests for notices of guaranteed delivery to the exchange agent addressed as follows:

By Hand, Overnight Delivery or Mail
(Registered or Certified Mail Recommended):

Wilmington Trust, National Association
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-1626
Attention: Exchange

By Facsimile:

(302) 636-4139
Attention: Exchange

Other Inquiries:

DTC2@WilmingtonTrust.com

If you deliver the letter of transmittal to an address other than the one set forth above or transmit instructions via facsimile other than the one set forth above, that delivery or those instructions will not be effective. Fax cover sheets should provide a call-back number and request a call back, upon receipt.

Fees and Expenses

The registration rights agreements provide that we will bear all expenses in connection with the performance of our obligations relating to the registration of the exchange notes and the conduct of the exchange offer. These expenses include registration and filing fees, accounting and legal fees and printing costs, among others. We will pay the exchange agent reasonable and customary fees for its services and reasonable out-of-pocket expenses. We will also reimburse brokerage houses and other custodians, nominees and fiduciaries for customary mailing and handling expenses incurred by them in forwarding this prospectus and related documents to their clients that are holders of outstanding notes and for handling or tendering for such clients.

We have not retained any dealer-manager in connection with the exchange offer and will not pay any fee or commission to any broker, dealer, nominee or other person for soliciting tenders of outstanding notes pursuant to the exchange offer.

Accounting Treatment

We will record the exchange notes in our accounting records at the same carrying value as the outstanding notes, which is the aggregate principal amount as reflected in our accounting records on the date of exchange. Accordingly, we will not recognize any gain or loss for accounting purposes upon the consummation of the exchange offer. We will capitalize the expenses of the exchange offer and amortize them over the life of the notes.

Transfer Taxes

We will pay all transfer taxes, if any, applicable to the exchanges of outstanding notes under the exchange offer. The tendering holder, however, will be required to pay any transfer taxes, whether imposed on the registered holder or any other person, if:

- certificates representing outstanding notes for principal amounts not tendered or accepted for exchange are to be delivered to, or are to be issued in the name of, any person other than the registered holder of outstanding notes tendered;

- tendered outstanding notes are registered in the name of any person other than the person signing the letter of transmittal; or
- a transfer tax is imposed for any reason other than the exchange of outstanding notes under the exchange offer.

If satisfactory evidence of payment of such taxes is not submitted with the letter of transmittal, the amount of such transfer taxes will be billed to that tendering holder.

Consequences of Failure to Exchange

If you do not exchange your outstanding notes for exchange notes under the exchange offer, your outstanding notes will remain subject to the restrictions on transfer of such outstanding notes:

- as set forth in the legend printed on the outstanding notes as a consequence of the issuance of the outstanding notes pursuant to the exemptions from, or in transactions not subject to, the registration requirements of the Securities Act and applicable state securities laws; and
- as otherwise set forth in the offering memoranda distributed in connection with the private offerings of the outstanding notes.

In general, you may not offer or sell your outstanding notes except in transactions that are registered under the Securities Act or if the offer or sale is exempt from, or not subject to, the registration requirements of the Securities Act and applicable state securities laws. Except as required by the registration rights agreements, we do not intend to register resales of the outstanding notes under the Securities Act.

Other

Participating in the exchange offer is voluntary, and you should carefully consider whether to participate. You are urged to consult your financial and tax advisors in making your own decision on what action to take.

We may in the future seek to acquire untendered outstanding notes in open market or privately negotiated transactions, through subsequent exchange offers or otherwise. We have no present plans to acquire any outstanding notes that are not tendered in the exchange offer or to file a registration statement to permit resales of any untendered outstanding notes.

DESCRIPTION OF OTHER INDEBTEDNESS

Broadcom Corporation Senior Notes

The following presents details of the Existing Broadcom Notes as of October 29, 2017:

Date Issued	Maturity Date	Interest Rate	Amount Outstanding (in millions)
November 2011	November 2018	2.70%	$ 117
August 2012	August 2022	2.50%	9
July 2014	August 2024	3.50%	7
July 2014	August 2034	4.50%	6

Broadcom Corporation may redeem the Existing Broadcom Notes of each series at any time prior to their maturity, subject to a specified make-whole premium as defined in the indenture governing the Existing Broadcom Notes. In the event of a Change of Control Triggering Event (as defined in the indenture governing the Existing Broadcom Notes), each holder of Existing Broadcom Notes will have the right to require Broadcom Corporation to purchase for cash all or a portion of their Existing Broadcom Notes at a redemption price of 101% of the aggregate principal amount thereof plus accrued and unpaid interest. Default can be triggered by any missed interest or principal payment, breach of covenant, or in certain events of bankruptcy, insolvency or reorganization.

The indenture governing the Existing Broadcom Notes contains a number of customary restrictive covenants, including, but not limited to, restrictions on Broadcom Corporation's ability to grant liens on assets; enter into sale and lease-back transactions; or merge, consolidate or sell assets. Failure to comply with these covenants, or any other event of default, could result in acceleration of the principal amount and accrued but unpaid interest on the Existing Broadcom Notes.

The outstanding Existing Broadcom Notes rank in right of payment (i) equal with all of Broadcom Corporation's other existing and future senior unsecured indebtedness, (ii) senior to all of Broadcom Corporation's existing and future subordinated indebtedness and (iii) effectively subordinated to all of Broadcom Corporation's subsidiaries' existing and future indebtedness and other obligations (including secured and unsecured obligations) and subordinated to Broadcom Corporation's existing and future secured indebtedness and other obligations, to the extent of the assets securing such indebtedness and other obligations.

2016 Credit Agreement

As previously disclosed by Broadcom, on October 17, 2017, Broadcom Cayman Finance Limited and BC Luxembourg S.à r.l., an indirect subsidiary of Broadcom (together, the "Borrowers"), terminated the commitments and satisfied all outstanding obligations under that certain Credit Agreement, dated as of February 1, 2016 (as amended to date), by and among Broadcom, as holdings, the Borrowers, Broadcom Cayman L.P. and Broadcom Corporation, as guarantors, Bank of America, N.A., as the administrative agent and collateral agent, and the group of lenders party thereto (the "2016 Credit Agreement"). As a result and upon consummation of the foregoing, the guarantees of the 2021 Notes, the 2023 Notes, the 2025 Notes and the 2028 Notes by BC Luxembourg S.à r.l. were automatically released in accordance with the terms of such notes.

DESCRIPTION OF NOTES

The following description is a summary of the material terms of the 2020 notes, the 2022 notes, the 2024 notes and the 2027 notes, the 2021 notes, the 2023 notes, the 2025 notes and the 2028 notes (collectively, the "notes") offered hereby and does not purport to be complete. Although for convenience the 2020 notes, the 2022 notes, the 2024 notes, the 2027 notes, the 2021 notes, the 2023 notes, the 2025 notes and the 2028 notes are referred to as the "notes," each will be issued as a separate series and will not together have any class voting rights. Accordingly, for purposes of this Description of Notes, unless the context otherwise requires, references to the "notes" shall be deemed to refer to each series of notes separately, and not to the 2020 notes, the 2022 notes, the 2024 notes, the 2027 notes, the 2021 notes, the 2023 notes, the 2025 notes and the 2028 notes on any combined basis.

As used in the following description, the terms "Issuers," "we," "our" and "us" refer collectively to Broadcom Cayman Finance Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands ("Cayman Finance"), and Broadcom Corporation, a California corporation ("Broadcom Corporation"), and not any of their subsidiaries, unless the context requires otherwise.

On January 19, 2017, we issued $13.55 billion aggregate principal amount of notes under an indenture dated January 19, 2017 ("January indenture") among us, the Guarantors (as defined below) and Wilmington Trust, National Association, as trustee (the "trustee"). On October 17, 2017, we issued $4 billion aggregate principal amount of notes under an indenture dated October 17, 2017 ("October indenture" and together with the January indenture, the "indentures") among us, the Guarantors (as defined below) and the trustee. The following description of certain material terms of the notes offered hereby does not purport to be complete and is subject to, and is qualified in its entirety by reference to the applicable indenture, including definitions therein of certain terms. Unless otherwise indicated, the terms of the instruments governing the notes are substantially identical.

The Issuers will issue in exchange for the outstanding notes up to $17.55 billion aggregate principal amount of notes that have been registered under the Securities Act, which we refer to as the "exchange notes." Except as otherwise indicated below, the following summary applies to both the exchange notes and the outstanding notes. The term "notes" means the exchange notes and the outstanding notes, unless otherwise indicated. The terms of the notes include those stated in the indentures and those made part of the indentures by reference to the Trust Indenture Act of 1939, as amended (the "TIA").

The form and terms of the exchange notes will be identical in all material respects to the form and terms of the outstanding notes, except that the offer and sale of the exchange notes will be registered under the Securities Act and the exchange notes will have a different CUSIP number and will not contain terms with respect to transfer restrictions, registration rights and additional payments upon a failure to fulfill certain of our obligations under the applicable Registration Rights Agreement (as defined below).

We urge you to read the indentures (including definitions of terms used therein) and the applicable Registration Rights Agreement because they, and not this description, define your rights as a beneficial holder of the notes. You may request copies of the indentures and the applicable Registration Rights Agreement from us at our address set forth under "Where You Can Find More Information" in this prospectus.

General

The notes are our senior unsecured obligations issued under the indentures. The trustee also acts as registrar, paying agent and authenticating agent and performs administrative duties for us, such as sending out interest payments and certain notices under the indentures.

We have issued:

- an aggregate principal amount of $2.75 billion of the 2020 notes, which will mature on January 15, 2020;

- an aggregate principal amount of $3.5 billion of the 2022 notes, which will mature on January 15, 2022;
- an aggregate principal amount of $2.5 billion of the 2024 notes, which will mature on January 15, 2024;
- an aggregate principal amount of $4.8 billion of the 2027 notes, which will mature on January 15, 2027;
- an aggregate principal amount of $750 million of the 2021 notes, which will mature on January 15, 2021;
- an aggregate principal amount of $1.0 billion of the 2023 notes, which will mature on January 15, 2023;
- an aggregate principal amount of $1.0 billion of the 2025 notes, which will mature on January 15, 2025; and
- an aggregate principal amount of $1.25 billion of the 2028 notes, which will mature on January 15, 2028.

The notes are issued only in fully registered form without coupons, in minimum denominations of $2,000 with integral multiples of $1,000 in excess thereof, and may be exchanged only in denominations of $2,000 and in integral multiples of $1,000 in excess thereof.

The notes are senior unsecured obligations of the Issuers and rank equal in right of payment with all of the Obligors' (as defined below under "—Guarantees") other existing and future senior unsecured indebtedness, including Broadcom Corporation's obligations under its 2.700% Senior Notes due 2018, of which $117 million are currently outstanding, its 2.500% Senior Notes due 2022, of which $9 million are currently outstanding, its 3.500% Senior Notes due 2024, of which $7 million are currently outstanding, and its 4.500% Senior Notes due 2034, of which $6 million are currently outstanding (collectively, the "Existing Broadcom Notes"). The notes rank senior in right of payment to all of the Obligors' existing and future subordinated indebtedness, and effectively subordinated in right of payment to the Obligors' existing and future secured obligations, to the extent of the assets securing such obligations.

The notes are not subject to, and do not have the benefit of, any sinking fund.

The 2020 notes bear interest at a fixed rate per year of 2.375%, starting on January 19, 2017 and ending on their maturity date. The 2022 notes bear interest at a fixed rate per year of 3.000%, starting on January 19, 2017 and ending on their maturity date. The 2024 notes bear interest at a fixed rate per year of 3.625%, starting on January 19, 2017 and ending on their maturity date. The 2027 notes bear interest at a fixed rate per year of 3.875%, starting on January 19, 2017 and ending on their maturity date. The 2021 notes bear interest at a fixed rate per year of 2.200%, starting on October 17, 2017 and ending on their maturity date. The 2023 notes bear interest at a fixed rate per year of 2.650%, starting on October 17, 2017 and ending on their maturity date. The 2025 notes bear interest at a fixed rate per year of 3.125%, starting on October 17, 2017 and ending on their maturity date. The 2028 notes bear interest at a fixed rate per year of 3.500%, starting on October 17, 2017 and ending on their maturity date. Interest on the notes is payable semiannually on January 15 and July 15 of each year, starting on July 15, 2018. All payments of interest on the notes will be made to the persons in whose names the notes are registered on the January 1 or July 1 immediately preceding the applicable interest payment date.

Interest on the notes is calculated on the basis of a 360-day year comprised of twelve 30-day months. All dollar amounts resulting from this calculation are rounded to the nearest cent.

The notes are evidenced by one or more global notes deposited with a custodian for, and registered in the name of Cede & Co, as nominee of The Depository Trust Company ("DTC"). Except as described herein, beneficial interests in the global notes are shown on, and transfers thereof are effected only through, records

maintained by DTC and its direct and indirect participants. We do not intend to list the notes on any national securities exchange or include the notes in any automated quotation system.

Payments of principal of and interest on the notes issued in book-entry form are made as described below under "—Book-Entry Delivery and Form—Depositary Procedures." Payments of principal of and interest on the notes issued in definitive form, if any, are made as described below under "—Book-Entry Delivery and Form—Payment and Paying Agents."

Interest payable on any interest payment date or the maturity date is the amount of interest accrued from, and including, the next preceding interest payment date in respect of which interest has been paid or duly provided for (or from and including the issue date, if no interest has been paid or duly provided for with respect to the notes) to, but excluding, such interest payment date or maturity date, as the case may be. If an interest payment date or the maturity date falls on a day that is not a Business Day (as defined below), the related payment of principal or interest will be made on the next succeeding Business Day as if made on the date the payment was due. No interest will accrue on such payment for the period from and after such interest payment date or the maturity date, as the case may be, to the date of such payment on the next succeeding Business Day.

We may, without notice to or consent of the holders or beneficial owners of the notes, issue additional notes of the same series having the same ranking, interest rate, maturity and/or other terms as a series of notes offered hereby (except for the issue price, the date of issuance, the date interest begins to accrue and, in certain circumstances, the first interest payment date). Any such additional notes issued would be considered part of the same series of notes under the indentures as the applicable series of notes offered hereby and may (but are not required to) bear the same CUSIP number as the applicable series of notes offered hereby; provided that if the additional notes are not fungible with the applicable series of notes for United States federal income tax purposes, the additional notes will have a separate CUSIP number. Unless the context otherwise requires, references to "notes" for all purposes under the indentures and this description include any additional notes that may be issued.

The indentures do not contain any provisions that would limit the Obligors' ability to incur additional unsecured indebtedness or require the maintenance of financial ratios or specified levels of net worth or liquidity.

Guarantees

Payment of the principal of (and premium, if any, on) and interest on the notes, and all other amounts due under the indentures, are fully and unconditionally guaranteed on an unsecured and unsubordinated senior basis by Broadcom Limited ("Broadcom Limited" or "Broadcom Parent") and Broadcom Cayman L.P. ("Broadcom Cayman L.P.", together with Broadcom Parent, the "Guarantors" and, together with the Issuers, the "Obligors"). The guarantees of each series of notes rank equally and ratably in right of payment with all other existing and future unsecured and unsubordinated senior indebtedness of the Guarantors, and senior in right of payment to all future subordinated indebtedness of the Guarantors. Because the guarantees of each series of notes are not secured, they are effectively subordinated to any existing and future secured indebtedness of the Guarantors to the extent of the value of the collateral securing that indebtedness. The guarantees are also effectively subordinated to any indebtedness and other liabilities (including trade payables) of the subsidiaries of the Guarantors that are not Obligors.

As of October 29, 2017, the Guarantors' outstanding indebtedness would have consisted of their respective guarantees of the notes. The guarantee by Broadcom Parent will be automatically and unconditionally released (solely in the case of clauses (1) or (2) below), and the guarantee by Broadcom Cayman L.P. may, at the election of the Issuers, be, unconditionally released, upon:

(1) the sale, exchange, disposition or other transfer (including through merger, consolidation, liquidation or dissolution) of all or substantially all of the assets of such Guarantor if such sale, exchange, disposition or other transfer (including through merger, consolidation, liquidation or dissolution) is made in compliance with the indentures;

(2) the Issuers' exercise of their legal defeasance option or covenant defeasance option as described under "—Defeasance and Discharge," or if the Issuers' obligations under the indentures are satisfied and discharged (including through redemption or repurchase of all of the notes or otherwise) in accordance with the terms of the indentures; or

(3) the release of its obligations under the notes, except a discharge or release by or as a result of payment in connection with the enforcement of remedies under such obligations.

The guarantee by Broadcom Cayman L.P. will be automatically and unconditionally released at such time as (i) Broadcom Cayman L.P. is eligible to suspend its reporting obligation under Section 15(d) of the Securities Exchange Act of 1934, as amended and (ii) the guarantee by Broadcom Parent would comply with the requirements of Rule 3-10 of Regulation S-X promulgated by the SEC (or any successor provision) with respect to the Issuers to allow Broadcom Parent's financial statements to meet the applicable SEC filing requirements without the guarantee of Broadcom Cayman L.P. At such time, Broadcom Cayman L.P. will also be automatically and unconditionally released substantially simultaneously from its obligations under the notes. The Issuers shall provide prompt written notice of the release of the Broadcom Cayman L.P. guarantee to the trustee and holders of the notes in accordance with the requirements described in "Covenants—Reports." The guarantee by Broadcom Cayman L.P. is being provided solely for the purpose of allowing the Issuers to satisfy their reporting obligations under SEC rules and you should not assign any value to such guarantee.

Optional Redemption

General

Prior to January 15, 2020 (their maturity date), the 2020 notes may be redeemed or purchased, prior to December 15, 2021 (one month prior to their maturity), the 2022 notes may be redeemed or purchased, prior to November 15, 2023 (two months prior to their maturity), the 2024 notes may be redeemed or purchased, and prior to October 15, 2026 (three months prior to their maturity), the 2027 notes may be redeemed or purchased, in each case in whole or in part at our option at any time or from time to time at a redemption price equal to the greater of: (1) 100% of the aggregate principal amount of the notes to be redeemed and (2) the sum of the present values of the Remaining Scheduled Payments of the notes to be redeemed, discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 15 basis points, in the case of the 2020 notes, 20 basis points, in the case of the 2022 notes, 25 basis points, in the case of the 2024 notes, and 25 basis points, in the case of the 2027 notes, plus accrued and unpaid interest thereon to, but excluding, the redemption date. Prior to January 15, 2021 (their maturity date), the 2021 notes may be redeemed or purchased, prior to December 15, 2022 (one month prior to their maturity), the 2023 notes may be redeemed or purchased, prior to November 15, 2024 (two months prior to their maturity), the 2025 notes may be redeemed or purchased, and prior to October 15, 2027 (three months prior to their maturity), the 2028 notes may be redeemed or purchased, in each case in whole or in part at our option at any time or from time to time at a redemption price equal to the greater of: (1) 100% of the aggregate principal amount of the notes to be redeemed and (2) the sum of the present values of the Remaining Scheduled Payments of the notes to be redeemed, discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 10 basis points, in the case of the 2021 notes, 15 basis points, in the case of the 2023 notes, 15 basis points, in the case of the 2025 notes, and 20 basis points, in the case of the 2028 notes, plus accrued and unpaid interest thereon to, but excluding, the redemption date. The trustee has no duty to calculate or verify the calculation of the redemption price.

On or after December 15, 2021 (one month prior to their maturity) (the "2022 Par Call Date"), in the case of the 2022 notes, on or after November 15, 2023 (two months prior to their maturity) (the "2024 Par Call Date"), in the case of the 2024 notes and on or after October 15, 2026 (three months prior to their maturity) (the "2027 Par Call Date"), in the case of the 2027 notes, such notes may be redeemed or purchased in whole or in part at our option at any time or from time to time at a redemption price equal to 100% of the aggregate principal amount of the notes to be redeemed, plus accrued and unpaid interest thereon to, but excluding, the redemption date. On or

after December 15, 2022 (one month prior to their maturity) (the "2023 Par Call Date"), in the case of the 2023 notes, on or after November 15, 2024 (two months prior to their maturity) (the "2025 Par Call Date"), in the case of the 2025 notes and on or after October 15, 2027 (three months prior to their maturity) (the "2028 Par Call Date" and together with the 2022 Par Call Date, the 2024 Par Call Date, the 2027 Par Date Call, the 2023 Par Call Date and the 2025 Par Call Date, the "Par Call Dates"), in the case of the 2028 notes, such notes may be redeemed or purchased in whole or in part at our option at any time or from time to time at a redemption price equal to 100% of the aggregate principal amount of the notes to be redeemed, plus accrued and unpaid interest thereon to, but excluding, the redemption date.

"Business Day" means, unless otherwise provided for a particular series of notes, any day except a Saturday, Sunday or a legal holiday in The City of New York or a place of payment on which banking institutions are authorized or required by law, regulation or executive order to close.

"Comparable Treasury Issue" means the United States Treasury security selected by an Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the notes to be redeemed, as if such notes matured on their applicable Par Call Date, that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the notes to be redeemed.

"Comparable Treasury Price" means, with respect to any redemption date (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest of the Reference Treasury Dealer Quotations, (2) if the Independent Investment Banker obtains fewer than four Reference Treasury Dealer Quotations, the average of all of these quotations or (3) if only one Reference Treasury Dealer Quotation is received, such quotation.

"Independent Investment Banker" means one of the Reference Treasury Dealers appointed by us.

"Reference Treasury Dealer" means (a) each of Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital Inc., Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc. and Wells Fargo Securities, LLC (in the case of the 2020 notes, the 2022 notes, the 2024 notes and the 2027 notes) and each of Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, Citigroup Global Markets Inc. and Wells Fargo Securities, LLC (in the case of the 2021 notes, the 2023 notes, the 2025 notes and the 2028 notes) (or their respective affiliates that are primary U.S. Government securities dealers) and their respective successors; provided, however, that if any of the foregoing ceases to be a primary U.S. Government securities dealer, we will substitute another primary U.S. Government securities dealer and (b) two other nationally recognized investment banking firms selected by us that are primary U.S. Government securities dealers.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent Investment Banker, of the bid and ask prices for the Comparable Treasury Issue (expressed as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by such Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding such redemption date.

"Remaining Scheduled Payments" means, with respect to each note to be redeemed, the remaining scheduled payments of the principal thereof and interest thereon that would be due after the related redemption date for such redemption as if such note matured on its applicable Par Call Date; provided, however, that if such redemption date is not an interest payment date with respect to such note, the amount of the next succeeding scheduled interest payment thereon will be reduced by the amount of interest accrued thereon to such redemption date.

"Treasury Rate" means, for any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity or interpolated maturity (on a day count basis), computed as of the third Business Day

immediately preceding that redemption date, of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for that Business Day.

Except as described above, the notes will not be redeemable by us prior to maturity.

Selection and Notice of Redemption

The notice of redemption will state the amount of notes to be redeemed and the redemption date. At our request given at least five Business Days prior to the date such notice is to be sent, the trustee shall give the notice of redemption in our name. In the event that we choose to redeem less than all of the notes, selection of the notes for redemption will be made by the trustee pro rata, by lot or by such method as the trustee shall deem fair and appropriate (and in the case of global notes, in accordance with the applicable procedures of DTC).

No notes of a principal amount of $2,000 or less shall be redeemed in part. Notice of redemption will be delivered at least 30 but not more than 60 days before the redemption date to each registered holder of notes to be redeemed. Unless we default in payment of the redemption price, on and after the redemption date, interest will cease to accrue on notes or portions thereof called for redemption. Additionally, at any time, we may repurchase notes in the open market and may hold such notes or surrender such notes to the trustee for cancellation.

Redemption for Taxation Reasons

The Issuers may redeem the notes of a series, at their option, in whole, but not in part, at a redemption price equal to 100% of the principal amount thereof, upon not less than 30 nor more than 60 days' prior notice to the holders of notes (which notice shall be irrevocable), together with accrued and unpaid interest, if any, to (but not including) the date fixed for redemption (a "Tax Redemption Date") (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date falling prior to the Tax Redemption Date) and all Additional Amounts (as defined under "—Additional Amounts"), if any, then due or that will become due on the Tax Redemption Date as a result of the redemption or otherwise, if any, if the Issuers determine in good faith that, as a result of:

(1) any change in, or amendment to, the law or treaties (or any regulations, protocols or rulings promulgated thereunder) of a Relevant Taxing Jurisdiction (as defined under "—Additional Amounts") affecting taxation; or

(2) any change in, or amendment to, an official position or the introduction of an official position regarding the application, administration or interpretation of such laws, treaties, regulations, protocols or rulings (including a holding, judgment or order by a government agency or court of competent jurisdiction or a change in published administrative practice) (each of the foregoing in clauses (1) and (2), a "Change in Tax Law"),

any Payor (as defined under "—Additional Amounts"), with respect to the notes or a guarantee of the notes is, or on the next date on which any amount would be payable in respect of the notes or a guarantee of the notes would be, required to pay any Additional Amounts, and such obligation cannot be avoided by taking reasonable measures available to such Payor (including the appointment of a new paying agent or the payment through another Payor).

In the case of any Payor, the Change in Tax Law must have become effective on or after the date of the applicable offering memorandum (or, if the applicable Relevant Taxing Jurisdiction becomes a Relevant Taxing Jurisdiction after the date of the applicable offering memorandum, such a change that occurs after such later date). Notwithstanding the foregoing, no such notice of redemption will be given earlier than 90 days prior to the earliest date on which the Payor would be obligated to make such payment of Additional Amounts. Prior to the publication, mailing or delivery of any notice of redemption of the notes pursuant to the foregoing, the Issuers

will deliver to the trustee (a) an officer's certificate stating that they are entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to their right so to redeem have been satisfied and (b) an opinion of an independent tax counsel of recognized standing to the effect that the Payor would be obligated to pay Additional Amounts as a result of a Change in Tax Law. The trustee will accept such officer's certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent described above, in which event it will be conclusive and binding on the holders.

The foregoing provisions will apply *mutatis mutandis* to the laws and official positions of any jurisdiction in which any successor to a Payor is organized or otherwise considered to be a resident for tax purposes or any political subdivision or taxing authority or agency thereof or therein. The foregoing provisions will survive any termination, defeasance or discharge of the indentures.

Additional Amounts

All payments made by or on behalf of any Issuer or any Guarantor or any successor in interest to any of the foregoing (each, a "Payor") on or with respect to the notes or any guarantee of the notes will be made without withholding or deduction for, or on account of, any present or future tax, duty, levy, impost, assessment or other similar governmental charge (collectively, "Taxes") unless such withholding or deduction is required by law or by the interpretation of administration of law. If any deduction or withholding for, or on account of, any Taxes imposed or levied by or on behalf of:

(1) any jurisdiction (other than the United States or any political subdivision or governmental authority thereof or therein having power to tax) from or through which payment on the notes or any guarantee of the notes is made by or on behalf of such Payor, or any political subdivision or governmental authority thereof or therein having the power to tax; or

(2) any jurisdiction (other than the United States or any political subdivision or governmental authority thereof or therein having the power to tax) in which a Payor that actually makes a payment on the notes or its guarantee of the notes is organized or otherwise considered to be a resident for tax purposes, or any political subdivision or governmental authority thereof or therein having the power to tax

(each of clauses (1) and (2), a "Relevant Taxing Jurisdiction"), will at any time be required from any payments made with respect to the notes or any guarantee of the notes, including payments of principal, redemption price, interest or premium, if any, the Payor will pay (together with such payments) such additional amounts (the "Additional Amounts") as may be necessary in order that the net amounts received in respect of such payments by the holder after such withholding or deduction (including any such deduction or withholding from such Additional Amounts), will not be less than the amounts that would have been received in respect of such payments on the notes or the guarantees of the notes in the absence of such withholding or deduction; *provided*, *however*, that no such Additional Amounts will be payable for or on account of:

(1) any Taxes that would not have been so imposed or levied but for the existence of any present or former connection between the relevant holder (or between a fiduciary, settlor, beneficiary, partner, member or shareholder of, or possessor of power over, the relevant holder, if such holder is an estate, nominee, trust, partnership, limited liability company or corporation) and the Relevant Taxing Jurisdiction (including being a citizen or resident or national of, or carrying on a business or maintaining a permanent establishment in, or being physically present in, the Relevant Taxing Jurisdiction) but excluding, in each case, any connection arising solely from the acquisition, ownership or holding of such notes or any guarantee of the notes or the enforcement or receipt of any payment in respect thereof;

(2) any Taxes that would not have been so imposed or levied if the holder of the note had complied with a reasonable request in writing of the Payor (such request being made at a time that would enable such holder acting reasonably to comply with that request) to make a declaration of nonresidence or any other claim or filing or satisfy any certification, identification, information or reporting requirement for

exemption from, or reduction in the rate of, withholding to which it is entitled (*provided* that such declaration of nonresidence or other claim, filing or requirement is required by the applicable law, treaty, regulation or official administrative practice of the Relevant Taxing Jurisdiction as a precondition to exemption from, or reduction in the rate of deduction or withholding of, any such Taxes);

(3) any Taxes that are payable otherwise than by withholding from a payment on or with respect to the notes or any guarantee of the notes;

(4) any estate, inheritance, gift, sales, excise, transfer, personal property or similar Taxes;

(5) any Taxes imposed in connection with a note presented for payment (where presentation is required for payment) by or on behalf of a holder or beneficial owner who would have been able to avoid such Tax by presenting the relevant note to, or otherwise accepting payment from, another paying agent;

(6) any Taxes payable under Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), as of the date of the applicable offering memorandum (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant thereto, and any intergovernmental agreements implementing the foregoing (including any legislation or other official guidance relating to such intergovernmental agreements); or

(7) any combination of the above.

Such Additional Amounts will also not be payable (x) if the payment could have been made without such deduction or withholding if the beneficiary of the payment had presented the note for payment (where presentation is required) within 30 days after the relevant payment was due and first made available for payment to the holder (*provided* that notice of such payment is given to the holders), except to the extent that the holder or beneficial owner or other such person would have been entitled to Additional Amounts on presenting the note for payment on any date during such 30-day period or (y) where, had the beneficial owner of the note been the holder of the note, such beneficial owner would not have been entitled to payment of Additional Amounts by reason of any of clauses (1) to (7) inclusive above.

The Payors will (i) make or cause to be made any required withholding or deduction and (ii) remit or cause to be remitted the full amount deducted or withheld to the relevant taxing authority of the Relevant Taxing Jurisdiction in accordance with applicable law. The Payors will use reasonable efforts to obtain certified copies of tax receipts evidencing the payment of any Taxes so deducted or withheld from each relevant taxing authority of each Relevant Taxing Jurisdiction imposing such Taxes and will provide such certified copies to the trustee and the holders. If, notwithstanding the efforts of such Payors to obtain such receipts, the same are not obtainable, such Payors will provide the trustee and the holders with other reasonable evidence.

If any Payor will be obligated to pay Additional Amounts under or with respect to any payment made on the notes, at least 30 days prior to the date of such payment, the Payor will deliver to the trustee an officer's certificate stating the fact that Additional Amounts will be payable and the amount so payable and such other information necessary to enable the paying agent to pay Additional Amounts to holders on the relevant payment date (unless such obligation to pay Additional Amounts arises less than 45 days prior to the relevant payment date, in which case the Payor shall deliver such officer's certificate and such other information as promptly as practicable after the date that is 30 days prior to the payment date). The trustee shall be entitled to rely solely on such officer's certificate as conclusive proof that such payments are necessary.

Wherever in the indentures, the notes, any guarantee of the notes or this "Description of Notes" there is mention of, in any context:

(1) the payment of principal;

(2) redemption prices or purchase prices in connection with a redemption or purchase of notes;

(3) interest; or

(4) any other amount payable on or with respect to any of the notes or any guarantee of the notes;

such reference shall be deemed to include payment of Additional Amounts as described under this heading to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

The Payors will pay any present or future stamp, court or documentary Taxes, or any other excise, property or similar Taxes that arise in any Relevant Taxing Jurisdiction from the execution, delivery, issuance, initial resale, registration or enforcement of any notes, the indentures or any other document or instrument in relation thereto (other than a transfer of the notes). The foregoing obligations will survive any termination, defeasance or discharge of the indentures and will apply *mutatis mutandis* to any jurisdiction in which any successor to a Payor is organized or otherwise considered to be a resident for tax purposes or any political subdivision or taxing authority or agency thereof or therein.

Agreed Tax Treatment

The portion, if any, of the proceeds of each series of notes that was borrowed by Broadcom Corporation (the "U.S. Co-Issuer") and the portion, if any, of the proceeds of each series of notes that was borrowed by Cayman Finance (the "Cayman Co-Issuer"), in each case, on the issue date of such series, have been posted at http://investors.broadcom.com/phoenix.zhtml?c=203541&p=irol-taxinformation. Each Issuer intends to repay the interest and principal associated with the proceeds it borrowed on each issue date. Although the notes (and the corresponding exchange notes) are co-issued by the U.S. Co-Issuer and the Cayman Co-Issuer and, therefore, each Issuer is liable for repayment of the notes (and the corresponding exchange notes) in their entirety, for tax purposes the Issuers agree, and by acquiring an interest in the exchange notes each holder of a note agrees, to treat for U.S. federal income tax purposes the U.S. Co-Issuer and the Cayman Co-Issuer, respectively, as the issuer of only the portion, if any, of the debt borrowed by each such Issuer on the applicable issue date. Any future changes to such allocation shall promptly be posted in the same manner. In addition, we intend to treat each Issuer as paying the interest and principal due on the portion that it borrowed.

Purchase of Notes upon a Change of Control Triggering Event

Upon the occurrence of a Change of Control Triggering Event, unless we have exercised our option to redeem the notes as described above under "—Optional Redemption" or "—Redemption for Taxation Reasons" each holder of notes will have the right to require that we purchase all or a portion (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of such holder's notes pursuant to the offer described below (the "Change of Control Offer"), at a purchase price equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to, but excluding, the date of purchase (the "Change of Control Payment"), subject to the rights of holders of notes on the relevant record date to receive interest due on the relevant interest payment date.

Within 30 days following the date upon which the Change of Control Triggering Event occurred or, at our option, prior to and conditioned on the occurrence of, any Change of Control, but after public announcement of the transaction that constitutes or may constitute the Change of Control, we must deliver a notice to each holder of notes, with a copy to the trustee, which notice shall govern the terms of the Change of Control Offer. Such notice shall state, among other things, the purchase date, which must be no earlier than 30 days nor later than 60 days from the date such notice is sent and, if the notice is sent prior to the Change of Control, no earlier than the date of the occurrence of the Change of Control, other than as may be required by law (the "Change of Control Payment Date"). The notice will, if sent prior to the date of consummation of the Change of Control, state that the Change of Control Offer is conditioned on the Change of Control Triggering Event occurring on or prior to the Change of Control Payment Date. Holders of definitive notes electing to have a note purchased pursuant to a Change of Control Offer will be required to surrender the note, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the note completed, to the paying agent at the address specified in the notice. Holders

of global notes must transfer their notes to the paying agent by book-entry transfer pursuant to the applicable procedures of the paying agent and DTC (in the case of global notes), in each case prior to the close of business on the third Business Day prior to the Change of Control Payment Date.

Our ability to pay cash to the holders of notes following the occurrence of a Change of Control Triggering Event may be limited by our then-existing financial resources and, accordingly, sufficient funds may not be available when necessary to make any required purchases.

We will not be required to make a Change of Control Offer if a third party makes such an offer in the manner and at the times required and otherwise in compliance with the requirements applicable to such an offer had it been made by us, and such third party purchases all notes properly tendered and not withdrawn under its offer. In addition, we may not repurchase any notes if there has occurred and is continuing on the Change of Control Payment Date an event of default under the indentures, other than a default in the payment of the Change of Control Payment upon a Change of Control Triggering Event.

We will comply with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the purchase of notes pursuant to a Change of Control Offer. To the extent that the provisions of any such securities laws or regulations conflict with the "Change of Control Triggering Event" provisions of the indentures, we will comply with those securities laws and regulations and shall not be deemed to have breached our obligations under the "Change of Control Triggering Event" provisions of the indentures by virtue of any such conflict.

"Capital Stock" means:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated and whether or not voting) of corporate stock, including each class of common stock and preferred stock of such person; and

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited).

"Change of Control" means the occurrence of any of the following:

(1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or more series of related transactions, of all or substantially all of the assets of Broadcom Parent and the assets of its subsidiaries taken as a whole to any "person" (as that term is defined in Section 13(d)(3) of the Exchange Act) (other than to us or one of our subsidiaries);

(2) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "*person*" or "*group*" of related persons (as such terms are defined in Section 13(d)(3) of the Exchange Act) other than (a) Broadcom Parent or one of its subsidiaries or (b) any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of Broadcom Parent's Voting Stock or other Voting Stock into which its Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of shares;

(3) Broadcom Parent consolidates with or merges with or into, any person, or any person consolidates with or merges with or into, Broadcom Parent, in any such event pursuant to a transaction in which any of Broadcom Parent's outstanding Voting Stock or of such other person is converted into or exchanged for cash, securities or other property; or

(4) the adoption of a plan relating to the liquidation or dissolution of Broadcom Parent in connection with a bankruptcy or insolvency proceeding.

Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control if (A) Broadcom Parent becomes a direct or indirect wholly-owned subsidiary of another person and (B) (i) the shares of Broadcom Parent's Voting Stock outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of such person immediately after giving effect to such transaction; or (ii) immediately following that transaction no person (other than a person satisfying the requirements of this sentence) is the beneficial owner, directly or indirectly, of more than 50% of the Voting Stock of such person.

"Change of Control Triggering Event" means the occurrence of both a Change of Control and a Rating Event.

"Investment Grade" means a rating of Baa3 or better by Moody's (or its equivalent under any successor rating category of Moody's) and a rating of BBB- or better by S&P (or its equivalent under any successor rating category of S&P), or, if applicable, the equivalent investment grade credit rating from any Substitute Rating Agency.

"Moody's" means Moody's Investors Service, Inc., a subsidiary of Moody's Corporation, and its successors.

"Rating Agency" means each of Moody's and S&P, and if either of Moody's or S&P ceases to rate the notes or fails to make a rating of the notes publicly available for reasons outside of our control, a Substitute Rating Agency in lieu thereof.

"Rating Event" means the notes cease to be rated Investment Grade by both Rating Agencies on any day during the period (the "Trigger Period") commencing on the earlier of (a) the first public notice of the occurrence of a Change of Control or (b) the public announcement by us of our intention to effect a Change of Control, and ending 60 days following consummation of such Change of Control (which period shall be extended so long as the rating of the notes is under publicly announced consideration for a possible rating downgrade by either of the Rating Agencies). If either Rating Agency is not providing a rating of the notes on any day during the Trigger Period for any reason, the rating of such Rating Agency shall be deemed to have ceased to be rated Investment Grade during the Trigger Period.

"S&P" means Standard & Poor's Ratings Services, a division of S&P Global Inc., and its successors.

"Substitute Rating Agency" means a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act, selected by us (as certified by a resolution of the board of directors of Broadcom Parent or a committee thereof) as a replacement agency for Moody's or S&P, or both of them, as the case may be.

"Voting Stock" of any specified person as of any date means the Capital Stock of such person that is at the time entitled to vote generally in the election of the board of directors or managers of such person (or, if such person is a partnership, the board of directors or other governing body of the general partner of such person).

Certain Covenants

The indentures contain the following covenants:

Limitation on Secured Debt

Broadcom Parent will not (nor will Broadcom Parent permit any of its subsidiaries to) create, assume, or guarantee any Secured Debt without making effective provision for securing the notes equally and ratably with such Secured Debt. This covenant does not apply to debt secured by:

(1) purchase money mortgages created to secure payment for the acquisition, construction or improvement of any property including, but not limited to, any Indebtedness incurred by Broadcom Parent or a

subsidiary of Broadcom Parent prior to, at the time of, or within 18 months after the later of the acquisition, the completion of construction (including any improvements on an existing property) or the commencement of commercial operations of such property, which Indebtedness is incurred for the purpose of financing all or any part of the purchase price of such property or construction or improvements on such property;

(2) mortgages, pledges, liens, security interests or encumbrances (collectively referred to as security interests) on property, or any conditional sales agreement or any title retention with respect to property, existing at the time of acquisition thereof, whether or not assumed by Broadcom Parent or a subsidiary of Broadcom Parent, provided such security interests are not created in anticipation or in furtherance of such acquisition;

(3) security interests on property of any person existing at the time such person becomes a subsidiary;

(4) security interests on property of a person existing at the time such person is merged or amalgamated into or otherwise consolidated with Broadcom Parent or a subsidiary of Broadcom Parent or at the time of a sale, lease, or other disposition of the properties of a person as an entirety or substantially as an entirety to Broadcom Parent or a subsidiary of Broadcom Parent; provided that no such security interests shall extend to any other Principal Property (as defined below) of Broadcom Parent or such subsidiary prior to such acquisition or to other Principal Property thereafter acquired other than additions or improvements to the acquired property;

(5) security interests on property of Broadcom Parent or property of a subsidiary of Broadcom Parent in favor of the United States of America or any state thereof, or in favor of any other country, or any department, agency, instrumentality or political subdivision thereof (including, without limitation, security interests to secure Indebtedness of the pollution control or industrial revenue type) in order to permit Broadcom Parent or any subsidiary of Broadcom Parent to perform a contract or to secure Indebtedness incurred for the purpose of financing all or any part of the purchase price for the cost of constructing or improving the property subject to such security interests or which is required by law or regulation as a condition to the transaction of any business or the exercise of any privilege, franchise or license;

(6) security interests on any property or assets of Broadcom Parent or any subsidiary of Broadcom Parent to secure Indebtedness owing by it to Broadcom Parent or any subsidiary of Broadcom Parent;

(7) liens securing reimbursement obligations with respect to letters of credit related to trade payables and issued in the ordinary course of business, which liens encumber documents and other property relating to such letters of credit and the products and proceeds thereof;

(8) liens encumbering customary initial deposits and margin deposits and other liens in the ordinary course of business, in each case securing Indebtedness under any interest swap obligations and currency agreements and forward contracts, options, futures contracts, futures options or similar agreements or arrangements designed to protect Broadcom Parent or any of its subsidiaries from fluctuations in interest rates or currencies; or

(9) any extension, renewal or replacement, or successive extensions, renewals or replacements, in whole or in part, of any security interest referred to in the foregoing clauses (1)-(8); to the extent that the principal amount thereof is not increased other than by transaction costs and premiums, if any, and no additional Principal Property other than Principal Property permitted to be so secured under the foregoing clauses (1)-(8) is subject thereto.

For the purposes of determining compliance with this covenant, in the event that any Secured Debt meets the criteria of more than one of the types of Secured Debt described above, Broadcom Parent, in its sole discretion, will classify such Secured Debt and only be required to include the amount and type of such Secured Debt in one of clauses (1) through (9) above or under the provision described in "—Exempted Indebtedness" below, and Secured Debt may be divided and classified at the time of incurrence into more than one of the types of Secured Debt described above or under the provision described in "—Exempted Indebtedness" below.

Limitation on Sale and Lease-Back Transactions

Broadcom Parent will not (nor will Broadcom Parent permit any of its subsidiaries to) enter into any sale and lease-back transaction for the sale and leasing back of any Principal Property (a "Sale and Lease-Back Transaction"), whether now owned or hereafter acquired, of Broadcom Parent or any subsidiary of Broadcom Parent, unless:

(1) such transaction was entered into prior to the issue date of the notes;

(2) such transaction involves a lease for less than three years;

(3) such transaction involves the sale and leasing back to Broadcom Parent of any Principal Property by one of its subsidiaries, the sale and leasing back to one of Broadcom Parent's subsidiaries by Broadcom Parent or the sale and leasing back to one of Broadcom Parent's subsidiaries by another of Broadcom Parent's subsidiaries;

(4) Broadcom Parent or such subsidiary would be entitled to incur Secured Debt on the Principal Property to be leased in an amount at least equal to the Attributable Liens (as defined below) with respect to such sale and lease-back transaction without equally and ratably securing the notes pursuant to the covenant described under the caption "—Limitation on Secured Debt" above; or

(5) Broadcom Parent applies an amount equal to the fair market value of the Principal Property sold, within 180 days of such sale and lease-back transaction, to any of (or a combination of) (a) the prepayment or retirement of the notes, (b) the prepayment or retirement of Indebtedness for borrowed money of Broadcom Parent or a subsidiary of Broadcom Parent (other than Indebtedness that is contractually subordinated to the notes) or (c) the purchase, construction, development, expansion or improvement of Principal Property.

Exempted Indebtedness

Notwithstanding the limitations on Secured Debt and Sale and Lease-Back Transactions described above, Broadcom Parent and any one or more of its subsidiaries may, without securing the notes, issue, assume, or guarantee Secured Debt or enter into any Sale and Lease-Back Transaction that would otherwise be subject to the foregoing restrictions, provided that, after giving effect thereto, the aggregate amount of such Secured Debt then outstanding (not including Secured Debt permitted under the foregoing exceptions) and the Attributable Liens of Sale and Lease-Back Transactions, other than Sale and Lease-Back Transactions described in the preceding paragraph, at such time does not exceed the greater of (i) 15% of the Consolidated Net Tangible Assets of Broadcom Parent calculated as of the date of the creation or incurrence of such Secured Debt or Sale and Lease-Back Transactions and (ii) $1.25 billion (in the case of the January indenture) or $1.75 billion (in the case of the October indenture), in each case after giving effect to such incurrence and the application of the proceeds therefrom.

Limitation on Mergers and Other Transactions

None of the Obligors may consolidate with or merge with or into, or convey, transfer or lease all or substantially all of its properties and assets to, any person, which we refer to as a "successor person," unless:

(1) such Obligor is the surviving person or the successor person (if other than an Obligor) is a person organized and validly existing under the laws of any U.S. domestic jurisdiction, any current or former member state of the European Union, Canada or any province of Canada, the United Kingdom, Switzerland, the Republic of Singapore, Bermuda or the Cayman Islands and expressly assumes by supplemental indenture such Obligor's obligations on the notes and under the indentures;

(2) immediately after giving effect to the transaction, no default or event of default shall have occurred and be continuing under the indentures; and

(3) we have delivered to the trustee prior to the consummation of the proposed transaction an officer's certificate to the foregoing effect and an opinion of counsel stating that the proposed transaction and the supplemental indenture comply with the indentures.

Reports

The indentures provide that a copy of any document or report that Broadcom Parent is required to file with the Securities and Exchange Commission ("SEC") pursuant to Section 13 or 15(d) of the Exchange Act will be delivered to the trustee within 30 days after such document or report is required to be filed with the SEC. Documents filed by us with the SEC via the EDGAR system (or any successor thereto) will be deemed to be delivered to the trustee as of the time such documents are filed via EDGAR, it being understood that the trustee shall not be responsible for determining whether such filings have been made. Delivery of the information, documents and other reports described above to the trustee is for informational purposes only, and the trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Obligors' compliance with any of the covenants under the indentures (as to which the trustee is entitled to conclusively rely on an officer's certificate).

So long as an Obligor complies with, or would comply with, the requirements of Rule 3-10 of Regulation S-X promulgated by the SEC (or any successor provision), the reports, information and other documents required to be filed and furnished to holders of the notes pursuant to this covenant may, at the option of the Issuers, be filed by and be those of such Obligor rather than Broadcom Parent.

Certain Definitions

As used in this section, the following terms have the meanings set forth below.

"Attributable Liens" means, in connection with a Sale and Lease-Back Transaction, the lesser of:

(1) the fair market value of the assets subject to such transaction (as determined in good faith by the board of directors of Broadcom Parent or a committee thereof); and

(2) the present value (discounted at a rate per annum equal to the average interest borne by all outstanding debt securities issued under the indentures (which may include debt securities in addition to the notes) determined on a weighted average basis and compounded semi-annually) of the obligations of the lessee for rental payments during the term of the related lease.

"Capital Lease" means any Indebtedness represented by a lease obligation of a person incurred with respect to real property or equipment acquired or leased by such person and used in its business that is required to be recorded as a capital lease in accordance with GAAP.

"Consolidated Net Tangible Assets" of any specified person means, as of any date on which we effect a transaction requiring such Consolidated Net Tangible Assets to be measured hereunder, the aggregate amount of all assets of such person and its subsidiaries on a consolidated basis (less applicable reserves) after deducting therefrom: (a) all current liabilities, except for current maturities of long-term debt and obligations under Capital Leases; and (b) intangible assets, to the extent included in said aggregate amount of assets, as of the end of our most recently completed accounting period for which financial statements are then available and computed in accordance with GAAP applied on a consistent basis.

"GAAP" means accounting principles generally accepted in the United States of America set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect as of the issue date.

"Indebtedness" of any specified person means, without duplication, any indebtedness in respect of borrowed money or that is evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements with respect thereto (other than obligations with respect to letters of credit securing obligations entered into in the ordinary course of business of such person to the extent such letters of credit are not drawn upon or, if and to the extent drawn upon, such drawing is reimbursed no later than the fifth business day following receipt by such person of a demand for reimbursement following payment on the letter of credit)) or representing the balance deferred and unpaid of the purchase price of any Property (including pursuant to Capital Leases), except any such balance that constitutes an accrued expense or trade payable, if and to the extent any of the foregoing indebtedness would appear as a liability upon a balance sheet of such person prepared in accordance with GAAP (but does not include contingent liabilities which appear only in a footnote to a balance sheet). In addition, the term "Indebtedness" includes all of the following items, whether or not any such items would appear as a liability on a balance sheet of the specified person in accordance with GAAP:

(1) all Indebtedness of others secured by a lien on any asset of the specified person (whether or not such Indebtedness is assumed by the specified person); and

(2) to the extent not otherwise included, any guarantee by the specified person of Indebtedness of any other person.

Notwithstanding the foregoing, the term "Indebtedness" excludes any indebtedness of Broadcom Parent or any of Broadcom Parent's subsidiaries to Broadcom Parent or a subsidiary of Broadcom Parent.

"Principal Property" means the land, improvements, buildings, fixtures and/or equipment (including any leasehold interest therein) constituting any manufacturing, assembly or test plant, distribution center, research facility, design facility, administrative facility, or sales and marketing facility (in each case, whether now owned or hereafter acquired) which is owned or leased by Broadcom Parent or any of Broadcom Parent's subsidiaries, unless such plant, center or facility has a value of less than $5.0 million or unless the board of directors of Broadcom Parent or a committee thereof has determined in good faith that such office, plant, center or facility is not of material importance to the total business conducted by Broadcom Parent and its subsidiaries taken as a whole. Notwithstanding the foregoing, the land, improvements, buildings, fixtures and/or equipment (including any leasehold interest therein) constituting (i) the principal corporate offices or primary campuses of Broadcom Parent (whether owned or leased by Broadcom Parent or a wholly-owned subsidiary of Broadcom Parent) and (ii) the office campus located in Irvine, California, in each case shall not constitute Principal Property.

"Property" means any property or asset, whether real, personal or mixed, or tangible or intangible, including shares of capital stock.

"Secured Debt" means indebtedness for borrowed money that is secured by a security interest in any Principal Property.

Events of Default

Each of the following is an "event of default" with respect to the notes:

(1) default in the payment of any interest, including any additional interest, on the notes of such series when it becomes due and payable, and continuance of that default for a period of 30 days (unless the entire amount of such payment is deposited by us with the trustee or with a paying agent prior to the expiration of such 30-day period);

(2) default in the payment of principal of the notes of such series when due and payable;

(3) default in the performance or breach of any other covenant or warranty by us in the indentures (other than a covenant or warranty that has been included in the indentures solely for the benefit of a series of debt securities other than the notes of such series), which default continues uncured for a period of

60 days after we receive written notice from the trustee or we and the trustee receive written notice from the holders of not less than 25% in principal amount of the outstanding notes of such series as provided in the indentures;

(4) certain events of bankruptcy, insolvency or reorganization of the Issuers or Broadcom Parent; and

(5) except as permitted under the indentures, any Guarantee (other than the guarantee by Broadcom Cayman L.P.) shall for any reason cease to exist or shall not be in full force and effect and enforceable in accordance with its terms.

No event of default with respect to a series of notes (except as to certain events of bankruptcy, insolvency or reorganization) necessarily constitutes an event of default with respect to any other series of debt securities. The occurrence of an event of default may constitute an event of default under any bank credit agreements that may be in existence from time to time. In addition, the occurrence of certain events of default or acceleration under the indentures may constitute an event of default under certain of the Obligors' other indebtedness that may be outstanding from time to time.

If an event of default with respect to a series of notes occurs and is continuing (other than an event of default regarding certain events of bankruptcy, insolvency or reorganization of the Issuers or Broadcom Parent), then the trustee or the holders of not less than 25% in principal amount of the outstanding notes of that series may declare the principal amount of and accrued and unpaid interest, if any, on all notes of that series to be due and payable immediately, by a notice in writing to us (and to the trustee if given by the holders), and upon such declaration such principal amount and accrued and unpaid interest, if any, shall become immediately due and payable. In the case of an event of default resulting from certain events of bankruptcy, insolvency or reorganization of the Issuers or Broadcom Parent, the principal of and accrued and unpaid interest, if any, on all outstanding notes will become and be immediately due and payable without any declaration or other act on the part of the trustee or any holder of outstanding notes. At any time after such a declaration of acceleration with respect to a series of notes has been made and before a judgment or decree for payment of the money due has been obtained by the trustee as provided in the indentures, the holders of a majority in principal amount of the outstanding notes of that series, by written notice to us and the trustee, may rescind and annul such a declaration and its consequences if all events of default with respect to the notes of that series, other than the non-payment of accelerated principal and interest, if any, with respect to the notes of that series, have been cured or waived as provided in the indentures.

The indentures provide that the trustee shall be under no obligation to exercise any of the rights or powers vested in it by the indentures at the request or direction of any of the holders of notes, unless such holders have offered (and if requested, provided) the trustee security or indemnity satisfactory to the trustee against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction. Subject to certain rights of the trustee, the holders of a majority in principal amount of the notes of the affected series shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee, or exercising any trust or power conferred on the trustee, with respect to the notes of such series.

No holder of any note of any series has any right to institute any proceeding, judicial or otherwise, with respect to the indentures, or for the appointment of a receiver or trustee, or for any remedy under the indentures, unless:

- that holder has previously given written notice to the trustee of a continuing event of default with respect to the notes of that series; and
- the holders of at least 25% in principal amount of the notes of that series shall have made written request to the trustee, and offered (and if requested, provided) indemnity or security satisfactory to the trustee, to institute proceedings in respect of such event of default in its own name as trustee under the indentures, and the trustee has not received from the holders of a majority in principal amount of the outstanding notes of that series a direction inconsistent with such written request and has failed to institute such proceeding within 60 days after receipt of such notice, request and offer of indemnity or security.

The indentures require us, within 120 days after the end of Cayman Finance's fiscal year, to furnish to the trustee a statement as to compliance with the indentures. The indentures provide that the trustee may withhold notice to the holders of the notes of any default or event of default (except in payment on any notes of that series) with respect to notes of that series if it in good faith determines that withholding notice is in the interest of the holders of those notes.

Modification and Waiver

Except as described below, we may modify and amend the indentures and the notes only with the consent of the holders of at least a majority in principal amount of the notes of a series. We may not make any modification or amendment without the consent of each holder of each affected series of notes issued under the indentures then outstanding if that amendment will:

- reduce the principal amount of notes of a series whose holders must consent to an amendment or waiver;
- reduce the rate of or extend the time for payment of interest (including default interest) on any note;
- reduce the principal of or premium on or change the fixed maturity of any note;
- waive a default in the payment of the principal of, or premium and interest on, any note (except a rescission of acceleration of notes by the holders of at least a majority in aggregate principal amount of the notes and a waiver of the payment default that resulted from such acceleration);
- make the principal of, or premium and interest on, any note payable in currency other than U.S. dollars;
- amend the contractual right to institute suit for the enforcement of any payment of the principal of, and premium and interest (including Additional Amounts) on, the notes on or after the due dates expressed or provided for in such notes;
- make any change to the provisions relating to waivers or amendments;
- waive a redemption payment with respect to any note; provided that such redemption is made at our option;
- make any change to the provisions relating to the guarantee by Broadcom Parent in any manner adverse to the holders of the notes; or
- make any change in the provisions of the indentures described under "—Additional Amounts" that adversely affects the right of any holder of such notes or amends the terms of such notes in a way that would result in a loss of an exemption from any of the Taxes described thereunder or an exemption from any obligation to withhold or deduct Taxes so described thereunder unless the Payor agrees to pay Additional Amounts, if any, in respect thereof.

Except for certain specified provisions, the holders of at least a majority in principal amount of the notes of a series may on behalf of the holders of all notes of such series waive our compliance with provisions of the indentures. The holders of a majority in principal amount of the notes may on behalf of the holders of all notes waive any past default under the indentures with respect to the notes and its consequences, except a default in the payment of the principal of, or premium and any interest on, the notes; *provided, however,* that the holders of a majority in principal amount of the outstanding notes of a series may rescind an acceleration and its consequences, including any related payment default that resulted from the acceleration.

Notwithstanding the foregoing, without the consent of any holder of notes, we and the trustee may modify and amend the indentures or the notes to:

- cure any ambiguity, to correct any mistake, to correct or supplement any provision in the indentures that may be defective or inconsistent with any other provision in the indentures, or to make other provisions in regard to matters or questions arising under the indentures;

- evidence that another person has become a successor of an Obligor and that the successor assumes such Obligor's covenants, agreements, and obligations in the indentures and in the notes in accordance with the indentures;
- surrender any of the Obligors' rights or powers under the indentures, including the removal of all or any portion of the guarantee release provisions with respect to Broadcom Cayman L.P. described under the third paragraph of the section above under "—Guarantees", or add to the Obligors' covenants further covenants for the protection of the holders of all or any series of notes;
- add any additional events of default for the benefit of the holders of all or any series of notes;
- conform any provision in the indentures to this "Description of Notes;"
- secure the notes;
- provide for uncertificated notes in addition to or in place of certificated notes;
- make any change that does not adversely affect the rights of any holder of notes;
- evidence and provide for the acceptance of appointment of a successor trustee with respect to the notes and add to or change any provisions of the indentures as necessary to provide for or facilitate the administration of the trusts under the indentures by more than one trustee; or
- comply with the requirements of the SEC in order to effect or maintain the qualification of the indentures under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

Defeasance and Discharge

Legal Defeasance. The indentures provide that we may be discharged from any and all obligations in respect of the notes (except for certain obligations to register the transfer or exchange of the notes, to replace stolen, lost or mutilated notes, and to maintain paying agencies and certain provisions relating to the treatment of funds held by paying agents). We will be so discharged upon the deposit with the trustee, in trust, of money and/or U.S. government obligations that, through the payment of interest and principal in accordance with their terms, will provide money in an amount sufficient in the opinion of a nationally recognized firm of independent public accountants to pay and discharge each installment of principal, premium and interest on and any mandatory sinking fund payments in respect of the notes on the stated maturity of those payments in accordance with the terms of the indentures and the notes.

This discharge may occur only if, among other things, we have delivered to the trustee an opinion of counsel stating that we have received from, or there has been published by, the U.S. Internal Revenue Service a ruling or, since the date of execution of the indentures, there has been a change in the applicable U.S. federal income tax law, in either case to the effect that, and based thereon such opinion shall confirm that, the holders and beneficial owners of the notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of the deposit, defeasance and discharge and will be subject to U.S. federal income tax on the same amounts and in the same manner and at the same times as would have been the case if the deposit, defeasance and discharge had not occurred.

Defeasance of Certain Covenants. The indentures provide that upon compliance with certain conditions:

- we may omit to comply with most covenants set forth in the indentures; and
- any omission to comply with those covenants will not constitute a default or an event of default with respect to the notes, or covenant defeasance.

The conditions include:

- depositing with the trustee money and/or U.S. government obligations that, through the payment of interest and principal in accordance with their terms, will provide money in an amount sufficient in the opinion of a nationally recognized firm of independent public accountants to pay and discharge each installment of principal of, premium and interest on and any mandatory sinking fund payments in respect of the notes on the stated maturity of those payments in accordance with the terms of the indentures and the notes; and
- delivering to the trustee an opinion of counsel to the effect that the holders and beneficial owners of the notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of the deposit and related covenant defeasance and will be subject to U.S. federal income tax on the same amounts and in the same manner and at the same times as would have been the case if the deposit and related covenant defeasance had not occurred.

Satisfaction and Discharge

The indentures will be discharged and cease to be of any further effect (except as to the surviving rights of the trustee and the Issuers' obligations in connection therewith and of registration or exchange of notes, as expressly provided for in the indentures) as to all outstanding notes of any series if:

- we have delivered to the trustee for cancellation all notes of that series (with certain limited exceptions); or
- all notes of that series not previously delivered to the trustee for cancellation have become due and payable, will become due and payable within one year, or are to be called for redemption within one year under arrangements satisfactory to the trustee, and in any such case we have deposited with the trustee as trust funds the entire amount sufficient to pay at maturity or upon redemption all of the principal, premium and interest due with respect to those notes;

and if, in either case, we also pay or cause to be paid all other sums payable under the indentures by us and deliver to the trustee an officer's certificate and opinion of counsel stating that all conditions precedent to the satisfaction and discharge of the indentures have been complied with.

Book-Entry, Delivery and Form

The notes are issued in registered, global form in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. Notes were issued only against payment in immediately available funds.

The global notes were deposited upon issuance with the trustee as custodian for DTC, and registered in the name of DTC or its nominee in each case for credit to an account of a direct or indirect participant in DTC as described below. Global notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee.

Beneficial interests in the global notes may be held through the Euroclear System ("Euroclear") and Clearstream Banking, S.A. ("Clearstream") (as indirect participants in DTC). Beneficial interests in the global notes may not be exchanged for notes in certificated form ("certificated notes") except in the limited circumstances described below. See "—Exchange of Global Notes for Certificated Notes."

Transfers of beneficial interests in the global notes will be subject to the applicable rules and procedures of DTC and its direct or indirect participants (including, if applicable, those of Euroclear and Clearstream), which may change from time to time.

Exchange of Global Notes for Certificated Notes

The global notes are exchangeable for certificated notes in definitive, fully registered form without interest coupons only in the following limited circumstances:

- DTC (1) notifies us that it is unwilling or unable to act as a depositary for such global note or (2) ceases to be a clearing agency registered under the Exchange Act, and, in either case, we fail to appoint a successor depositary registered as a clearing agency under the Exchange Act within 90 days; or
- we, at our option, notify the trustee in writing that we elect to cause the issuance of the certificated notes.

In all cases, certificated notes delivered in exchange for any global notes or beneficial interests therein will be registered in such names as DTC shall direct in writing in an aggregate principal amount equal to the principal amount of the global notes with like tenor and terms.

Depositary Procedures

The following description of the operations and procedures of DTC, Euroclear and Clearstream are provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them. We do not take any responsibility for these operations and procedures and urge investors to contact the system or their participants directly to discuss these matters.

DTC has advised us that DTC is a limited-purpose trust company created to hold securities for its participating organizations (collectively, the "Participants") and to facilitate the clearance and settlement of transactions in those securities between the Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the "Indirect Participants"). Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through the Participants or the Indirect Participants. The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the Participants and Indirect Participants.

DTC has also advised us that, pursuant to procedures established by it:

- upon deposit of the global notes, DTC will credit the accounts of the Participants designated by the trustee with portions of the principal amount of the global notes; and
- ownership of these interests in the global notes will be shown on, and the transfer of ownership of these interests will be effected only through, records maintained by DTC (with respect to the Participants) or by the Participants and the Indirect Participants (with respect to other owners of beneficial interest in the global notes).

Investors in the global notes who are Participants may hold their interests therein directly through DTC. Investors in the global notes who are not Participants may hold their interests therein indirectly through organizations (including Euroclear and Clearstream) that are Participants in such system. Euroclear and Clearstream will hold interests in the global notes on behalf of their participants through customers' securities accounts in their respective names on the books of their respective depositories, which are Euroclear Bank S.A./N.V., as operator of Euroclear, and Citibank, N.A., as operator of Clearstream. All interests in a global note, including those held through Euroclear or Clearstream, may be subject to the procedures and requirements of DTC.

Those interests held through Euroclear or Clearstream may also be subject to the procedures and requirements of such systems.

The laws of some states require that certain persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer beneficial interests in a global note to such persons will be limited to that extent. Because DTC can act only on behalf of the Participants, which in turn act on behalf of the Indirect Participants, the ability of a person having beneficial interests in a global note to pledge such interests to persons that do not participate in the DTC system, or otherwise take actions in respect of such interests, may be affected by the lack of a physical certificate evidencing such interests.

Except as described above, owners of beneficial interests in the global notes will not have notes registered in their names, will not receive physical delivery of notes in certificated form and will not be considered the registered owners or "Holders" thereof under the indentures for any purpose.

Payments in respect of the principal of, and interest, additional interest and premium, if any, on a global note registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered holder of the notes under the indentures. Under the terms of the indentures, we and the trustee will treat the persons in whose names the notes, including the global notes, are registered as the owners of the notes for the purpose of receiving payments and for all other purposes. Consequently, neither we nor the trustee nor any of our respective agents has or will have any responsibility or liability for:

- any aspect of DTC's records or any Participant's or Indirect Participant's records relating to, or payments made on account of, beneficial ownership interests in the global notes or for maintaining, supervising or reviewing any of DTC's records or any Participant's or Indirect Participant's records relating to the beneficial ownership interests in the global notes; or
- any other matter relating to the actions and practices of DTC or any of its Participants or Indirect Participants.

DTC has advised us that its current practice, upon receipt of any payment in respect of securities such as the notes (including principal and interest), is to credit the accounts of the relevant Participants with the payment on the payment date unless DTC has reason to believe it will not receive payment on such payment date. Each relevant Participant is credited with an amount proportionate to its beneficial ownership of an interest in the principal amount of the relevant security as shown on the records of DTC. Payments by the Participants and the Indirect Participants to the beneficial owners of notes will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC, the trustee or us. Neither we nor the trustee will be liable for any delay by DTC or any of the Participants or the Indirect Participants in identifying the beneficial owners of the notes, and we and the trustee may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Transfers between the Participants will be effected in accordance with DTC's procedures and will be settled in same-day funds, and transfers between participants in Euroclear and Clearstream will be effected in accordance with their respective rules and operating procedures.

Cross-market transfers between the Participants in DTC, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by their respective depositary; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (Brussels time) of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depositary to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant global note in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Clearstream participants may not deliver instructions directly to the depositories for Euroclear or Clearstream.

DTC has advised us that it will take any action permitted to be taken by a holder of notes only at the direction of one or more Participants to whose account DTC has credited the interests in the global notes and only in respect of such portion of the aggregate principal amount of the notes as to which such Participant or Participants has or have given such direction. However, if there is an event of default under the notes, DTC reserves the right to exchange the global notes for certificated notes, and to distribute such notes to the Participants.

Although DTC, Euroclear and Clearstream have agreed to the foregoing procedures to facilitate transfers of interests in the global notes among participants in DTC, Euroclear and Clearstream, they are under no obligation to perform or to continue to perform such procedures, and may discontinue such procedures at any time. Neither we nor the trustee nor any of our respective agents (including, without limitation, the exchange agent) will have any responsibility for the performance by DTC, Euroclear or Clearstream or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Payment and Paying Agents

Payments on the global notes will be made in U.S. dollars by wire transfer. If we issue definitive notes, the holders of definitive notes will be able to receive payments of principal of and interest on their notes at the office of our paying agent. Payment of principal of a definitive note may be made only against surrender of the note to our paying agent. We have the option, however, of making payments of interest by wire transfer or by mailing checks to the address of the holder appearing in the register of note holders maintained by the registrar.

We will make any required interest payments to the person in whose name a note is registered at the close of business on the record date for the interest payment.

The trustee will be designated as our paying agent for payments on the notes. We may from time to time designate additional paying agents, rescind the designation of any paying agent or approve a change in the office through which any paying agent acts.

Notices

Any notices required to be given to the holders of the notes will be given to DTC, as the registered holder of the global notes. In the event that the global notes are exchanged for notes in definitive form, notices to holders of the notes will be delivered to the addresses that appear on the register of noteholders maintained by the registrar.

The Trustee

The trustee's current address is Wilmington Trust, National Association, 246 Goose Lane, Suite 105, Guilford, Connecticut 06437, Attn: Broadcom Corporation Administrator.

The indentures provide that, except during the continuance of an event of default, the trustee will perform only those duties that are specifically set forth in the indentures and no others. If an event of default has occurred and is continuing, the trustee shall exercise the rights and powers vested in it by the indentures and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

The indentures and provisions of the Trust Indenture Act, incorporated by reference in the indentures contain limitations on the rights of the trustee, should it become our creditor, to obtain payment of claims in certain cases or to liquidate certain property received by it in respect of any such claim as security or otherwise. The trustee is permitted to engage in other transactions with us or any of our affiliates. If the trustee acquires any conflicting interest (as defined in the indentures or in the Trust Indenture Act), it must eliminate that conflict or resign.

Governing Law

The indentures and the notes, including any claim or controversy arising out of or relating to the indentures or the notes, are governed by the laws of the State of New York.

LIMITATIONS ON VALIDITY AND ENFORCEABILITY OF THE GUARANTEES

Set forth below is a summary of certain limitations on the enforceability of the guarantees in each of the jurisdictions in which guarantees are being provided. It is a summary only, and proceedings of bankruptcy, insolvency or a similar event could be initiated in any of these jurisdictions and in the jurisdiction of organization of a future guarantor of the notes. The application of these various laws in multiple jurisdictions could trigger disputes over which jurisdiction's law should apply, and could adversely affect your ability to enforce your rights and to collect payment in full under the notes and the guarantees.

Also set out below is a brief description of certain aspects of insolvency law, in force as of the date hereof, in the Cayman Islands and Singapore. In the event that any one or more of the Guarantors experiences financial difficulty, it is not possible to predict with certainty in which jurisdiction or jurisdictions insolvency or similar proceedings would be commenced, or the outcome of such proceedings.

Cayman Islands

Cayman Finance is an exempted company incorporated with limited liability under the laws of the Cayman Islands, and Broadcom Cayman L.P. is an exempted limited partnership registered under the laws of the Cayman Islands.

Enforcement of the obligations of each of Cayman Finance and Broadcom Cayman L.P. as a Guarantor, may be limited by bankruptcy, insolvency, liquidation, reorganization, readjustment of debts or moratorium and other laws of general application relating to or affecting the rights of creditors or by prescription or lapse of time.

Voidable Preferences

Every conveyance or transfer of property, or charge thereon, and every payment obligation and judicial proceeding, made, incurred, taken or suffered by a Cayman Islands company in favor of any creditor at a time when the Cayman Islands company was unable to pay its debts within the meaning of Section 93 of the Companies Law (2016 Revision) (the "Cayman Companies Law"), with a view to giving such creditor a preference over the other creditors of the Cayman Islands company, would be invalid pursuant to Section 145(1) of the Cayman Companies Law, if made, incurred, taken or suffered within the six months preceding the commencement of a liquidation of the Cayman Islands company.

Such actions will be deemed to have been made with a view to giving such creditor a preference if such creditor is a "related party" of the Cayman Islands company. A creditor shall be treated as a related party if it has the ability to control the Cayman Islands company or exercise significant influence over the Cayman Islands company in making financial and operating decisions.

The concept of a "conveyance" has a wide meaning and these provisions could potentially impact on a wide range of transactions.

Dispositions at an Undervalue

Any disposition of property made below market value by or on behalf of the Cayman Islands company and with an intent to defraud its creditors (which means an intention to willfully defeat an obligation owed to a creditor), shall be voidable:

(i) under Section 146(2) of the Cayman Companies Law at the instance of the Cayman Islands company's official liquidator; and

(ii) under the Fraudulent Dispositions Law (1996 Revision), at the instance of a creditor thereby prejudiced,

provided that in either case, no such action may be commenced more than six years after the date of the relevant disposition.

The concept of a "disposition of property" is potentially very wide and this provision could potentially impact on a wide range of transactions.

Fraudulent Trading

Pursuant to section 147 of the Cayman Companies Law, if in the course of the winding up of the Cayman Islands company, it appears that any business of the Cayman Islands company has been carried on with intent to defraud creditors of the Cayman Islands company or creditors of any other person or for any fraudulent purpose, the courts of the Cayman Islands ("Cayman Court") may, upon application of the liquidator declare that any persons who were knowingly parties to the carrying on of the business of the Cayman Islands company in such manner are liable to make such contributions, if any, to the Cayman Islands company's assets as the Cayman Court thinks proper.

Singapore

Corporate Authorization and Capacity

Broadcom Parent is a public limited company incorporated under the laws of the Republic of Singapore.

Generally, a company incorporated in Singapore (the "Singapore Company") must have the requisite capacity and power to enter into guarantees within the parameters of its constitutional documents. This would also involve ensuring that the Singapore Company has taken all corporate action, including the passing of corporate resolutions required under its constitutional documents, to authorize the execution by it of the guarantees and the exercise by it of its rights and the performance by it of its obligations under the guarantees.

Unfair Preferences and Undervalue Transactions

The guarantee given by a Singapore Company might be subject to challenges by a liquidator or a judicial manager under Singapore laws including those relating to transactions at an undervalue or preferential transactions.

On the application of a liquidator or judicial manager, the Singapore courts may make such an order as they think fit for restoring the position to what it would have been if the Singapore Company subject to the application had not entered into, inter alia, any of the following types of transactions:

- a transaction with any person at an undervalue which took place at any time within the period of five years ending on the date of the commencement of the winding up or the judicial management, as the case may be;
- a transaction under which an unfair preference is given by the Singapore Company to a person who is connected with the Singapore Company (otherwise than by reason only of being its employee), and which is not a transaction at an undervalue, at any time within the period of two years ending on the date of the commencement of the winding up or the judicial management, as the case may be; or
- in any other case of a transaction under which an unfair preference is given by the Singapore Company, and which is not a transaction at an undervalue, at any time within the period of six months ending on the date of the commencement of the winding up or the judicial management, as the case may be;

provided that the Singapore Company was insolvent when it entered into the transaction or became insolvent as a result of the transaction. Where the transaction was entered into with a person who is connected with the Singapore Company (otherwise than by reason only of being its employee), the requirement that the

Singapore Company was insolvent at the time of the transaction or became insolvent as a result of the transaction shall be presumed to be satisfied unless the contrary is shown.

A Singapore Company will be treated as having entered into a transaction with a person at an undervalue if:

- it makes a gift to that person or otherwise enters into a transaction with that person on terms that provide for it to receive no consideration; or
- it enters into a transaction with that person for a consideration the value of which, in money or money's worth, is significantly less than the value, in money or money's worth, of the consideration provided by the Singapore Company.

The Singapore courts shall not make any order in respect of a transaction at an undervalue if it is satisfied that the Singapore Company entered into the transaction in good faith and for the purpose of carrying on its business and that, at the time it entered into the transaction, there were reasonable grounds for believing that the transaction would benefit the Singapore Company.

The Singapore Company will be treated as having given an unfair preference to another person if:

- that person is a creditor of the Singapore Company or a surety or guarantor for a debt or other liability of the Singapore Company; and
- the Singapore Company does anything or suffers anything to be done that (in either case) has the effect of putting the person into a position which, in the event of the winding up of the Singapore Company, will be better than the position he would have been in if that thing had not been done.

The Singapore courts shall not make an order in respect of an unfair preference given to any person unless the Singapore Company, when giving the unfair preference, was influenced in deciding to give the unfair preference by a desire to produce in relation to that person the effect referred to in the second bullet point immediately preceding this paragraph. If the Singapore Company gave an unfair preference to a person who was, at the time the unfair preference was given, was connected with the Singapore Company (otherwise than by reason only of being its employee), the Singapore Company shall be presumed, unless the contrary is shown, to have been influenced in deciding to give the unfair preference by the desire referred to above.

Difference in Insolvency Law

One of the guarantors, Broadcom Limited, is incorporated under the laws of Singapore.

Any insolvency proceedings applicable to it will be likely to be governed by Singapore insolvency laws. Singapore insolvency laws differ from the insolvency laws of the United States and may make it more difficult for creditors to recover the amount in respect of Broadcom Limited's guarantee than they would have recovered in a liquidation or bankruptcy proceeding in the United States.

Priority of Secured Creditors

With limited exceptions, Singapore insolvency laws generally recognize the priority of secured creditors over unsecured creditors. Such exceptions include certain costs of insolvency practitioners (e.g. liquidators and judicial managers) and employee related claims to have priority over floating charges and for certain Singapore government related liabilities to have high priority.

Preferential Creditors

Under Section 328 of the Singapore Companies Act, in a winding-up of a Singapore company, generally, certain preferential debts are required to be paid in priority to the general body of unsecured creditors.

The preferential debts covered by Section 328 of the Singapore Companies Act, and their respective priorities, are described broadly below:

- first, costs and expenses of the winding up;
- second, employees' wages and salaries (including any allowances or reimbursements payable to an employee on termination of his services);
- third, retrenchment benefits or *ex gratia* payments under employment contracts;
- fourth, work injury compensation under the Work Injury Compensation Act (Cap. 354 of Singapore);
- fifth, certain amounts due under employees' superannuation or provident funds or under any scheme of superannuation which is an approved scheme under Singapore income tax laws;
- sixth, other remuneration payable in respect of employees' vacation leave; and
- seventh, taxes assessed and goods and services tax.

Items one to six have priority over floating charges. In addition, apart from Section 328 of the Singapore Companies Act, there are certain other laws which confer priority over the general body of unsecured creditors and these include certain other employee and revenue related claims.

Disclaimer of Onerous Contracts

Section 332 of the Singapore Companies Act provides that where any property of a company consists of either an estate or interest in land that is burdened with onerous covenants, shares in corporations, unprofitable contracts or any other property that is unsaleable, or not readily saleable, by reason of its binding the company to the performance of any onerous act, or to the payment of any sum of money, the liquidator may with the leave of court or the committee of inspection, disclaim such property within 12 months of (i) commencement of winding-up or (ii) (where any such property has not come to the knowledge of the liquidator within one month after the commencement of the winding up) within 12 months of such time as the liquidator becomes aware of such property, or such extended period as is allowed by the court.

SERVICE OF PROCESS AND ENFORCEMENT OF CIVIL LIABILITIES

Cayman Islands

The courts of the Cayman Islands are unlikely (i) to recognize or enforce against Cayman Finance or Broadcom Cayman L.P. judgments of courts of the United States predicated upon the civil liability provisions of the securities laws of the United States or any State; and (ii) in original actions brought in the Cayman Islands, to impose liabilities against Cayman Finance or Broadcom Cayman L.P. predicated upon the civil liability provisions of the securities laws of the United States or any State, so far as the liabilities imposed by those provisions are penal in nature. In those circumstances, although there is no statutory enforcement in the Cayman Islands of judgments obtained in the United States, the courts of the Cayman Islands will recognize and enforce a foreign money judgment of a foreign court of competent jurisdiction without retrial on the merits based on the principle that a judgment of a competent foreign court imposes upon the judgment debtor an obligation to pay the sum for which judgment has been given provided certain conditions are met. For such a foreign judgment to be enforced in the Cayman Islands, such judgment must be final and conclusive and for a liquidated sum, and must not be in respect of taxes or a fine or penalty, inconsistent with a Cayman Islands judgment in respect of the same matter, impeachable on the grounds of fraud or obtained in a manner, or be of a kind the enforcement of which is, contrary to natural justice or the public policy of the Cayman Islands (awards of punitive or multiple damages may well be held to be contrary to public policy). A Cayman Islands court may stay enforcement proceedings if concurrent proceedings are being brought elsewhere.

Singapore

Broadcom Limited is incorporated in Singapore under the Companies Act, Chapter 50 of Singapore. Some of its directors reside outside the United States and a substantial portion of its assets are located outside the United States. As a result, it may not be possible for investors to effect service of process within the United States upon Broadcom Parent or to enforce against it in United States courts, judgments obtained in such courts predicated upon the civil liability provisions of the federal securities laws of the United States.

There is uncertainty as to whether judgments of courts in the United States based upon the civil liability provisions of the federal securities laws of the United States would be recognized or enforceable in Singapore courts, and there is doubt as to whether Singapore courts would enter judgments in original actions brought in Singapore courts based solely upon the civil liability provisions of the federal securities laws of the United States. A final and conclusive judgment in the federal or state courts of the United States under which a fixed sum of money is payable, other than a sum payable in respect of taxes, fines, penalties or similar charges, may be enforced by commencing an action in the courts of Singapore for the amount due under the judgment.

Civil liability provisions of the federal and state securities laws of the United States permit the award of punitive damages against Broadcom Parent, its directors and officers. Singapore courts would not recognize or enforce judgments against Broadcom Parent, its directors and officers to the extent that the judgment is punitive or penal. It is uncertain as to whether a judgment of the courts of the United States under civil liability provisions of the federal securities laws of the United States would be determined by the Singapore courts to be or not be punitive or penal in nature. Such a determination has yet to be made by any Singapore court. The Singapore courts also may not recognize or enforce a foreign judgment if the foreign judgment is procured by fraud, its enforcement would be contrary to public policy, or the proceedings in which the judgment was obtained were opposed to natural justice.

UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following discussion is a summary of the material United States federal income tax considerations relevant to the exchange of the outstanding notes for exchange notes pursuant to the exchange offer, but does not purport to be a complete analysis of all potential tax effects. This discussion is based upon the Code, United States Treasury Regulations issued thereunder, administrative rulings and pronouncements and judicial decisions now in effect, all of which are subject to change at any time. Any such change may be applied retroactively in a manner that could adversely affect a holder of the notes. We have not sought and do not intend to seek any rulings from the United States Internal Revenue Service (the "IRS") regarding the matters discussed below. There can be no assurance that the IRS will not take positions different from those discussed below or that any such positions would not be sustained.

This discussion does not address all of the U.S. federal income tax consequences that may be relevant to a holder's particular circumstances or to holders subject to special rules under U.S. federal income tax laws, such as:

- banks, thrifts and other financial institutions;
- controlled foreign corporations and passive foreign investment companies
- U.S. expatriates;
- insurance companies;
- dealers in securities or currencies and traders in securities that have elected the mark-to-market method of accounting for their securities;
- entities treated as partnerships or other pass-through entities for U.S. federal income tax purposes or investors in such entities;
- holders subject to the alternative minimum tax;
- tax-exempt organizations;
- regulated investment companies and real estate investment trusts; and
- persons holding the notes as part of a straddle, hedge, conversion transaction or other integrated transaction.

Persons considering the purchase of the notes should consult their own advisors concerning the application of U.S. federal income, estate and gift tax laws, as well as the laws of any state, local or foreign taxing jurisdiction or under any applicable tax treaty, to their particular situations.

Exchange Pursuant to the Exchange Offer

The exchange of the outstanding notes for the exchange notes in the exchange offer will not be treated as an "exchange" for U.S. federal income tax purposes because the exchange notes will not be considered to differ materially in kind or extent from the outstanding notes of the applicable series. Accordingly, the exchange of outstanding notes for exchange notes will not be a taxable event to holders for U.S. federal income tax purposes. Moreover, the exchange notes will have the same tax attributes as the outstanding notes exchanged therefor and the same tax consequences to holders as the exchange notes have to holders, including without limitation, the same issue price, adjusted issue price, adjusted tax basis and holding period.

CERTAIN CAYMAN ISLANDS TAX CONSIDERATIONS

The following is a discussion on certain Cayman Islands income tax consequences of an investment in the notes. The discussion is a general summary of present law, which is subject to prospective and retroactive change. It is not intended as tax advice, does not consider any investor's particular circumstances and does not consider tax consequences other than those arising under Cayman Islands law.

Existing Cayman Islands Laws

Payments of interest and principal on the notes will not be subject to taxation in the Cayman Islands and no withholding will be required on the payment of interest and principal of the notes, as the case may be, nor will gains derived from the disposal of the notes be subject to Cayman Islands income or corporation tax. The Cayman Islands currently have no income, corporation or capital gains tax and no estate duty, inheritance tax or gift tax.

No stamp duty is payable in respect of the issue of the notes. An instrument of transfer in respect of a notes is stampable if executed in or brought into the Cayman Islands.

The Tax Concessions Law (2011 Revision)—Undertaking as to Tax Concessions

Cayman Finance has been incorporated under the laws of the Cayman Islands as an exempted company with limited liability and, as such, has obtained an undertaking from the Governor in Cabinet of the Cayman Islands in the following form:

"In accordance with the provision of section 6 of The Tax Concessions Law (2011 Revision), the Governor in Cabinet undertakes with Cayman Finance:

(i) That no law which is hereafter enacted in the Islands imposing any tax to be levied on profits, income, gains or appreciations shall apply to Cayman Finance or its operations; and

(ii) In addition, that no tax to be levied on profits, income, gains or appreciations or which is in the nature of estate duty or inheritance tax shall be payable:

- on or in respect of the shares, debentures or other obligations of Cayman Finance; or
- by way of the withholding in whole or part, of any relevant payment as defined in Section 6(3) of the Tax Concessions Law (2011 Revision).

These concessions shall be for a period of twenty years from 9 June 2015".

FATCA

The Cayman Islands has entered into a Model 1 intergovernmental agreement (the "US IGA") with the United States. Under the terms of the US IGA, Cayman Finance is required to register with the IRS to obtain a Global Intermediary Identification Number ("GIIN") and then comply with the Cayman Islands Tax Information Authority Law (2017 Revision) together with regulations and guidance notes made pursuant to such Law (the "Cayman FATCA Legislation") that give effect to, amongst other things, the US IGA. As such, Cayman Finance or its agent is required to collect and report to the Cayman Islands Tax Information Authority substantial information regarding certain holders of notes. Under the terms of the US IGA (i) the Cayman Islands Tax Information Authority will exchange such information with the IRS and (ii) withholding will not be imposed on payments made to Cayman Finance unless the IRS has specifically listed Cayman Finance as a non-participating financial institution, or on payments made by Cayman Finance to the holders of notes unless Cayman Finance has otherwise assumed responsibility for withholding under United States tax law. Cayman Finance has obtained a GIIN and intends to comply with the Cayman FATCA Legislation.

UK FATCA and the OECD Common Reporting Standard

The Cayman Islands has also (i) entered into a similar intergovernmental agreement (the "UK IGA") with the United Kingdom, which imposes requirements similar to those under the US IGA with respect to holders of notes who are resident in the United Kingdom for tax purposes and (ii) signed, along with over 80 other countries, a multilateral competent authority agreement to implement the OECD Standard for Automatic Exchange of Financial Account Information—Common Reporting Standard (the "CRS"), which requires "Financial Institutions" to identify, and report information in respect of, specified persons in the jurisdictions which sign and implement the CRS. Cayman Finance must also adopt and implement written policies and procedures setting out how it will address its obligations under the CRS.

Cayman Islands Anti-Money Laundering Legislation

Cayman Finance is subject to the Anti-Money Laundering Regulations, 2017 of the Cayman Islands ("Regulations"). The Regulations apply to anyone conducting "relevant financial business" in or from the Cayman Islands intending to form a business relationship or carry out a one-off transaction. The Regulations require a financial service provider to maintain certain anti-money laundering procedures including those for the purposes of verifying the identity and source of funds of an "applicant for business"; e.g. an investor, as well as the identity of the beneficial owner/controller of the investor, where applicable. Except in certain circumstances, including where an entity is regulated by a recognized overseas regulatory authority and/or listed on a recognized stock exchange in an approved jurisdiction, Cayman Finance will likely be required to verify each investor's identity and the source of the payment used by such investor for purchasing the notes in a manner similar to the obligations imposed under the laws of other major financial centers. Application of an identity verification exemption at the time of purchase of the notes may nevertheless require verification of identity prior to payment of proceeds from the notes. In addition, if any person in the Cayman Islands knows or suspects, or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or money laundering, or is involved with terrorism or terrorist financing and property, and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to (i) the Financial Reporting Authority of the Cayman Islands (the "FRA"), pursuant to the Proceeds of Crime Law (2017 Revision) of the Cayman Islands (the "PCL"), if the disclosure relates to criminal conduct or money laundering, or (ii) a police officer of the rank of constable or higher, or the FRA, pursuant to the Terrorism Law (2017 Revision) of the Cayman Islands, if the disclosure relates to involvement with terrorism or terrorist financing and property. If Cayman Finance were determined by the Cayman Islands authorities to be in violation of the PCL, the Terrorism Law or the Regulations, Cayman Finance could be subject to substantial criminal penalties and/or administrative fines. Cayman Finance may be subject to similar restrictions in other jurisdictions. Such a violation could materially adversely affect the timing and amount of payments by Cayman Finance to the holders of the notes.

PLAN OF DISTRIBUTION

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of the exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for outstanding notes where the outstanding notes were acquired as a result of market-making activities or other trading activities. In addition, all dealers effecting transactions in the exchange notes may be required to deliver a prospectus. To the extent any such broker-dealer participates in the exchange offer, we have agreed that for a period of up to 180 days after the day the registered exchange offer expires (or such shorter period if a broker-dealer is no longer required to deliver a prospectus), we will make this prospectus, as amended or supplemented, available to such broker-dealer for use in connection with any such resale, and will deliver as many additional copies of this prospectus and each amendment or supplement to this prospectus and any documents incorporated by reference in this prospectus as such broker-dealer may request in the letter of transmittal.

We will not receive any proceeds from any sale of exchange notes by broker-dealers. Exchange notes received by broker-dealers for their own accounts pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the exchange notes or a combination of these methods of resale, at market prices prevailing at the time of resale, at prices related to the prevailing market prices or negotiated prices. Any resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any broker-dealer or the purchasers of any exchange notes. Any broker-dealer that resells exchange notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of the exchange notes may be deemed to be an “underwriter” within the meaning of the Securities Act and any profit on any resale of exchange notes and any commissions or concessions received by these persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

We have agreed to pay all expenses incident to the exchange offer, including the expenses of one counsel for the holders of the outstanding notes, other than commissions or concessions of any brokers or dealers, and will indemnify the holders of outstanding notes, including any broker-dealers, against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

Certain legal matters in connection with this exchange offer with respect to U.S. law will be passed upon for us by Latham & Watkins LLP, with respect to Cayman Islands law will be passed upon for us by Maples and Calder and with respect to Singapore law will be passed upon for us by Allen & Gledhill LLP.

EXPERTS

The financial statements and management's assessment of the effectiveness of internal control over financial reporting (which is included in Management's Report on Internal Control over Financial Reporting) incorporated in this prospectus by reference to the Annual Report on Form 10-K for the year ended October 29, 2017 have been so incorporated in reliance on the reports of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The consolidated financial statements of Broadcom Corporation and subsidiaries as of December 31, 2015 and 2014, and for each of the years in the three-year period ended December 31, 2015, have been incorporated by reference herein and in the registration statement in reliance upon the report of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

$17,550,000,000

Broadcom Corporation
Broadcom Cayman Finance Limited

Exchange Offer for
2.375% Senior Notes due 2020
3.000% Senior Notes due 2022
3.625% Senior Notes due 2024
3.875% Senior Notes due 2027
2.200% Senior Notes due 2021
2.650% Senior Notes due 2023
3.125% Senior Notes due 2025
3.500% Senior Notes due 2028

PROSPECTUS

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PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 20. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Subject to the Singapore Companies Act (the "SCA") and every other Act for the time being in force concerning companies and affecting Broadcom, Broadcom's constitution provides that, subject to the SCA, every director, secretary and other officer of Broadcom and its subsidiaries and affiliates shall be entitled to be indemnified by Broadcom against any liability incurred by him or her or to be incurred by him or her in the execution and discharge of his or her duties or in relation thereto.

In addition, no director, secretary or other officer of Broadcom 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 incurred by Broadcom, through the insufficiency or deficiency of title to any property acquired by order of the directors for or on behalf of Broadcom or for the insufficiency or deficiency of any security in or upon which any of the moneys of Broadcom are 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 are deposited or left, or any other loss, damage or misfortune which happens in the execution of the duties of his or her office or in relation thereto, unless the same happens through his own negligence, default, breach of duty or breach of trust.

Section 172 of the SCA prohibits a company from indemnifying its directors or officers against liability, which would otherwise attach to them in connection with any negligence, default, breach of duty or breach of trust in relation to the company. However, a company is not prohibited from (a) purchasing and maintaining for any such officer insurance against any such liability, or (b) indemnifying such officer against any liability incurred by him or her to a person other than the company, except when the indemnity is against (i) any liability of the director or officer to pay (A) a fine in criminal proceedings or (B) a penalty sum payable to a regulatory authority for non-compliance with any requirement of a regulatory nature; or (ii) any liability incurred by the director or officer (A) in defending criminal proceedings in which he is convicted, (B) in defending civil proceedings brought by the company or a related company in which judgment is given against such director or officer, or (C) in connection with an application for relief under section 76A(13) or section 391 of the SCA, in which the court refuses to grant him or her relief.

Broadcom has entered into indemnification agreements with its officers and directors. These indemnification agreements provide Broadcom's officers and directors with indemnification to the maximum extent permitted by the SCA. Broadcom has also obtained a directors' and officers' liability insurance policy that will insure directors and officers against the cost of defense, settlement or payment of a judgment under certain circumstances which are permitted under the SCA.

ITEM 21. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Exhibits

The attached exhibit index is incorporated by reference herein.

(b) Financial Statement Schedules

Financial schedules are omitted because they are not applicable or the information is incorporated herein by reference.

ITEM 22. UNDERTAKINGS

(a) Each of the undersigned registrants hereby undertakes:

(1) to file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

(2) that, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof;

(3) to remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering;

(4) that, for the purpose of determining liability under the Securities Act to any purchaser, if the registrants are subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use; and

(5) that, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities: The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) any preliminary prospectus or prospectus of the undersigned registrants relating to the offering required to be filed pursuant to Rule 424;

(ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrants or used or referred to by the undersigned registrants;

(iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrants or their securities provided by or on behalf of the undersigned registrants; and

(iv) any other communication that is an offer in the offering made by the undersigned registrants to the purchaser.

(b) Each undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of such registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of any registrant pursuant to the foregoing provisions, or otherwise, each registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by any registrant of expenses incurred or paid by a director, officer or controlling person of such registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, each registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(d) Each undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of Form S-4, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(e) Each undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

EXHIBIT INDEX

Exhibit No.	Description
3.1 (1)	Amended and Restated Articles of Incorporation of Broadcom Corporation
3.2 (2)	Bylaws of Broadcom Corporation
3.3 *	Memorandum and Articles of Association of Broadcom Cayman Finance Limited
3.4 (3)	Constitution of Broadcom Limited
3.5 (4)	Amended and Restated Exempted Limited Partnership Agreement of Broadcom Cayman L.P. (f/k/a Safari Cayman L.P.), dated February 1, 2016
3.6 (5)	Voting Trust Agreement, dated as of February 1, 2016, by and among Broadcom Limited, Broadcom Cayman L.P. and Computershare Trust Company, N.A., as Trustee
4.1 (6)	Indenture, dated as of January 19, 2017, by and among the Co-Issuers, the Guarantors thereto and Wilmington Trust, National Association, as trustee
4.2	Form of 2.375% Senior Note due 2020 (included in Exhibit 4.1)
4.3	Form of 3.000% Senior Note due 2022 (included in Exhibit 4.1)
4.4	Form of 3.625% Senior Note due 2024 (included in Exhibit 4.1)
4.5	Form of 3.875% Senior Note due 2027 (included in Exhibit 4.1)
4.6 (7)	Registration Rights Agreement, dated as of January 19, 2017, by and among the Co-Issuers, the Guarantors and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Barclays Capital Inc., as representatives of the several initial purchasers of the Notes
4.7 (8)	Indenture, dated as of October 17, 2017, by and among the Co-Issuers, the Guarantors thereto and Wilmington Trust, National Association, as trustee
4.8	Form of 2.200% Senior Note due 2021 (included in Exhibit 4.7)
4.9	Form of 2.650% Senior Note due 2023 (included in Exhibit 4.7)
4.10	Form of 3.125% Senior Note due 2025 (included in Exhibit 4.7)
4.11	Form of 3.500% Senior Note due 2028 (included in Exhibit 4.7)
4.12 (9)	Registration Rights Agreement, dated as of October 17, 2017, by and among the Co-Issuers, the Guarantors and Merrill Lynch, Pierce, Fenner & Smith Incorporated and J.P. Morgan Securities LLC, as representatives of the several initial purchasers of the Notes
5.1 *	Opinion of Latham & Watkins LLP
5.2 *	Opinion of Allen & Gledhill LLP
5.3 *	Opinion of Maples and Calder
5.4*	Opinion of Maples and Calder
12.1 *	Statement of Computation of Ratio of Earnings to Fixed Charges
21 *	List of Subsidiaries of Broadcom Limited, Broadcom Cayman L.P., Broadcom Cayman Finance Limited and Broadcom Corporation
23.1 *	Consent of PricewaterhouseCoopers LLP
23.2*	Consent of KPMG LLP
23.3	Consent of Latham & Watkins LLP (included in Exhibit 5.1 above)
23.4	Consent of Allen & Gledhill LLP (included in Exhibit 5.2 above)

Exhibit No.	Description
23.5	Consent of Maples and Calder (included in Exhibit 5.3 above)
23.6	Consent of Maples and Calder (included in Exhibit 5.4 above)
24	Powers of Attorney (included in the signature pages to this registration statement)
25 *	Statement of Eligibility under the Trust Indenture Act of 1939 of Wilmington Trust, National Association (Form T-1)
99.1 *	Form of Letter of Transmittal with Respect to the Exchange Offer
99.2 *	Form of Notice of Guaranteed Delivery with Respect to the Exchange Offer
99.3 *	Form of Letter to DTC Participants Regarding the Exchange Offer
99.4 *	Form of Letter to Beneficial Holders Regarding the Exchange Offer

(1) Filed as Exhibit 3.1 to Broadcom Corporation's Current Report on Form 8-K filed on February 2, 2016 and incorporated by reference herein.
(2) Filed as Exhibit 3.2 to Broadcom Corporation's Current Report on Form 8-K filed on February 2, 2016 and incorporated by reference herein.
(3) Filed as Exhibit 3.1 to Broadcom's Current Report on Form 8-K filed on February 2, 2016 and incorporated by reference herein.
(4) Filed as Exhibit 3.2 to Broadcom's Current Report on Form 8-K filed on February 2, 2016 and incorporated by reference herein.
(5) Filed as Exhibit 3.3 to Broadcom's Current Report on Form 8-K filed on February 2, 2016 and incorporated by reference herein.
(6) Filed as Exhibit 4.1 to Broadcom's Current Report on Form 8-K filed on January 20, 2017 and incorporated by reference herein.
(7) Filed as Exhibit 4.6 to Broadcom's Current Report on Form 8-K filed on January 20, 2017 and incorporated by reference herein.
(8) Filed as Exhibit 4.1 to Broadcom's Current Report on Form 8-K filed on October 17, 2017 and incorporated by reference herein.
(9) Filed as Exhibit 4.6 to Broadcom's Current Report on Form 8-K filed on October 17, 2017 and incorporated by reference herein.
* Filed herewith.

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SIGNATURES

Pursuant to the requirements of the Securities Act, the undersigned registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Jose, State of California, on this 21st day of December, 2017.

Broadcom Corporation

By: /s/ Hock E. Tan
Hock E. Tan
President and Chief Executive Officer

POWER OF ATTORNEY

Each person whose individual signature appears below hereby authorizes and appoints Hock E. Tan and Thomas H. Krause, Jr., and each of them, with full power of substitution and resubstitution and full power to act without the other, as his or her true and lawful attorney-in-fact and agent to act in his or her name, place and stead and to execute in the name and on behalf of each person, individually and in each capacity stated below, and to file any and all amendments to this Registration Statement, including any and all post-effective amendments and amendments thereto, and any registration statement relating to the same offering as this Registration Statement that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing, ratifying and confirming all that said attorneys-in-fact and agents or any of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue thereof. This power of attorney may be executed in counterparts.

In accordance with the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated as of December 21, 2017.

Name	Title	Date
/s/ Hock E. Tan Hock E. Tan	President and Chief Executive Officer and Director (principal executive officer)	December 21, 2017
/s/ Thomas H. Krause, Jr. Thomas H. Krause, Jr.	Vice President, Chief Financial Officer and Secretary (principal financial officer and principal accounting officer)	December 21, 2017
/s/ Ivy Pong Ivy Pong	Director	December 21, 2017

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SIGNATURES

Pursuant to the requirements of the Securities Act, the undersigned registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Jose, State of California, on this 21st day of December, 2017.

Broadcom Cayman Finance Limited

By: /s/ Thomas H. Krause, Jr.
Thomas H. Krause, Jr.
Director

POWER OF ATTORNEY

Each person whose individual signature appears below hereby authorizes and appoints Hock E. Tan, Thomas H. Krause, Jr. and Mark Brazeal, and each of them, with full power of substitution and resubstitution and full power to act without the other, as his or her true and lawful attorney-in-fact and agent to act in his or her name, place and stead and to execute in the name and on behalf of each person, individually and in each capacity stated below, and to file any and all amendments to this Registration Statement, including any and all post-effective amendments and amendments thereto, and any registration statement relating to the same offering as this Registration Statement that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing, ratifying and confirming all that said attorneys-in-fact and agents or any of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue thereof. This power of attorney may be executed in counterparts.

In accordance with the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated as of December 21, 2017.

Name	Title	Date
/s/ Hock E. Tan Hock E. Tan	Director (principal executive officer)	December 21, 2017
/s/ Thomas H. Krause, Jr. Thomas H. Krause, Jr.	Director (principal financial officer and principal accounting officer)	December 21, 2017
/s/ Mark Brazeal Mark Brazeal	Director	December 21, 2017
/s/ Thomas H. Krause, Jr. Thomas H. Krause, Jr.	Authorized representative in the United States	December 21, 2017

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SIGNATURES

Pursuant to the requirements of the Securities Act, the undersigned registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Jose, State of California, on this 21st day of December, 2017.

Broadcom Limited

By: /s/ Hock E. Tan
Hock E. Tan
President and Chief Executive Officer

Broadcom Cayman L.P.,
by its General Partner, Broadcom Limited

By: /s/ Hock E. Tan
Hock E. Tan
President and Chief Executive Officer

POWER OF ATTORNEY

Each person whose individual signature appears below hereby authorizes and appoints Hock E. Tan, Thomas H. Krause, Jr. and Mark Brazeal, and each of them, with full power of substitution and resubstitution and full power to act without the other, as his or her true and lawful attorney-in-fact and agent to act in his or her name, place and stead and to execute in the name and on behalf of each person, individually and in each capacity stated below, and to file any and all amendments to this Registration Statement, including any and all post-effective amendments and amendments thereto, and any registration statement relating to the same offering as this Registration Statement that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing, ratifying and confirming all that said attorneys-in-fact and agents or any of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue thereof. This power of attorney may be executed in counterparts.

In accordance with the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated as of December 21, 2017.

Name	Title	Date
/s/ Hock E. Tan Hock E. Tan	President and Chief Executive Officer and Director (Principal Executive Officer)	December 21, 2017
/s/ Thomas H. Krause, Jr. Thomas H. Krause, Jr.	Chief Financial Officer (Principal Financial Officer)	December 21, 2017
/s/ Kirsten M. Spears Kirsten M. Spears	Principal Accounting Officer	December 21, 2017
/s/ James V. Diller James V. Diller	Chairman of the Board of Directors	December 21, 2017

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Name	Title	Date
/s/ Gayla J. Delly Gayla J. Delly	Director	December 21, 2017
/s/ Lewis C. Eggebrecht Lewis C. Eggebrecht	Director	December 21, 2017
/s/ Kenneth Y. Hao Kenneth Y. Hao	Director	December 21, 2017
/s/ Eddy W. Hartenstein Eddy W. Hartenstein	Director	December 21, 2017
/s/ Check Kian Low Check Kian Low	Director	December 21, 2017
/s/ Donald Macleod Donald Macleod	Director	December 21, 2017
/s/ Peter J. Marks Peter J. Marks	Director	December 21, 2017
/s/ Henry Samueli Henry Samueli	Director	December 21, 2017
/s/ Thomas H. Krause, Jr. Thomas H. Krause, Jr.	Authorized Representative in the United States	December 21, 2017

THE COMPANIES LAW (2013 REVISION)
OF THE CAYMAN ISLANDS
COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

BROADCOM CAYMAN FINANCE LIMITED
(ADOPTED BY SPECIAL RESOLUTION PASSED ON 6 JANUARY 2017)

THE COMPANIES LAW (2013 REVISION)
OF THE CAYMAN ISLANDS
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
OF
BROADCOM CAYMAN FINANCE LIMITED
(ADOPTED BY SPECIAL RESOLUTION PASSED ON 6 JANUARY 2017)

1 The name of the Company is Broadcom Cayman Finance Limited.

2 The Registered Office of the Company shall be at the offices of Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands, or at such other place within the Cayman Islands as the Directors may decide.

3 The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the laws of the Cayman Islands.

4 The liability of each Member is limited to the amount unpaid on such Member's shares.

5 The share capital of the Company is US$50,000 divided into 50,000 shares of a par value of US$1 each.

6 The Company has power to register by way of continuation as a body corporate limited by shares under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

7 Capitalised terms that are not defined in this Memorandum of Association bear the respective meanings given to them in the Articles of Association of the Company.

THE COMPANIES LAW (2013 REVISION)
OF THE CAYMAN ISLANDS
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
BROADCOM CAYMAN FINANCE LIMITED
(ADOPTED BY SPECIAL RESOLUTION PASSED ON 6 JANUARY 2017)

1 Interpretation

1.1 In the Articles Table A in the First Schedule to the Statute does not apply and, unless there is something in the subject or context inconsistent therewith:

"**Articles**"	means these articles of association of the Company.
"**Auditor**"	means the person for the time being performing the duties of auditor of the Company (if any).
"**Company**"	means the above named company.
"**Directors**"	means the directors for the time being of the Company.
"**Dividend**"	means any dividend (whether interim or final) resolved to be paid on Shares pursuant to the Articles.
"**Electronic Record**"	has the same meaning as in the Electronic Transactions Law.
"**Electronic Transactions Law**"	means the Electronic Transactions Law (2003 Revision) of the Cayman Islands.
"**Member**"	has the same meaning as in the Statute.
"**Memorandum**"	means the memorandum of association of the Company.

"**Ordinary Resolution**"	means a resolution passed by a simple majority of the Members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting, and includes a unanimous written resolution. In computing the majority when a poll is demanded regard shall be had to the number of votes to which each Member is entitled by the Articles.
"**Register of Members**"	means the register of Members maintained in accordance with the Statute and includes (except where otherwise stated) any branch or duplicate register of Members.
"**Registered Office**"	means the registered office for the time being of the Company.
"**Seal**"	means the common seal of the Company and includes every duplicate seal.
"**Share**"	means a share in the Company and includes a fraction of a share in the Company.
"**Special Resolution**"	has the same meaning as in the Statute, and includes a unanimous written resolution.
"**Statute**"	means the Companies Law (2013 Revision) of the Cayman Islands.
"**Subscriber**"	means the subscriber to the Memorandum.
"**Treasury Share**"	means a Share held in the name of the Company as a treasury share in accordance with the Statute.

1.2 In the Articles:

(a) words importing the singular number include the plural number and vice versa;

(b) words importing the masculine gender include the feminine gender;

(c) words importing persons include corporations as well as any other legal or natural person;

(d) "written" and "in writing" include all modes of representing or reproducing words in visible form, including in the form of an Electronic Record;

(e) "shall" shall be construed as imperative and "may" shall be construed as permissive;

(f) references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced;

(g) any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

(h) the term “and/or” is used herein to mean both “and” as well as “or.” The use of “and/or” in certain contexts in no respects qualifies or modifies the use of the terms “and” or “or” in others. The term “or” shall not be interpreted to be exclusive and the term “and” shall not be interpreted to require the conjunctive (in each case, unless the context otherwise requires);

(i) headings are inserted for reference only and shall be ignored in construing the Articles;

(j) any requirements as to delivery under the Articles include delivery in the form of an Electronic Record;

(k) any requirements as to execution or signature under the Articles including the execution of the Articles themselves can be satisfied in the form of an electronic signature as defined in the Electronic Transactions Law;

(l) sections 8 and 19(3) of the Electronic Transactions Law shall not apply;

(m) the term “clear days” in relation to the period of a notice means that period excluding the day when the notice is received or deemed to be received and the day for which it is given or on which it is to take effect; and

(n) the term “holder” in relation to a Share means a person whose name is entered in the Register of Members as the holder of such Share.

2 Commencement of Business

2.1 The business of the Company may be commenced as soon after incorporation of the Company as the Directors shall see fit.

2.2 The Directors may pay, out of the capital or any other monies of the Company, all expenses incurred in or about the formation and establishment of the Company, including the expenses of registration.

3 Issue of Shares

3.1 Subject to the provisions, if any, in the Memorandum (and to any direction that may be given by the Company in general meeting) and without prejudice to any rights attached to any existing Shares, the Directors may allot, issue, grant options over or otherwise dispose of Shares (including fractions of a Share) with or without preferred, deferred or other rights or restrictions, whether in regard to Dividend or other distribution, voting, return of capital or otherwise and to such persons, at such times and on such other terms as they think proper, and may also (subject to the Statute and the Articles) vary such rights. Notwithstanding the foregoing, the Subscriber shall have the power to:

(a) issue one Share to itself;

(b) transfer that Share by an instrument of transfer to any person; and

(c) update the Register of Members in respect of the issue and transfer of that Share.

3.2 The Company shall not issue Shares to bearer.

4 Register of Members

4.1 The Company shall maintain or cause to be maintained the Register of Members in accordance with the Statute.

4.2 The Directors may determine that the Company shall maintain one or more branch registers of Members in accordance with the Statute. The Directors may also determine which register of Members shall constitute the principal register and which shall constitute the branch register or registers, and to vary such determination from time to time.

5 Closing Register of Members or Fixing Record Date

5.1 For the purpose of determining Members entitled to notice of, or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any Dividend or other distribution, or in order to make a determination of Members for any other purpose, the Directors may provide that the Register of Members shall be closed for transfers for a stated period which shall not in any case exceed forty days.

5.2 In lieu of, or apart from, closing the Register of Members, the Directors may fix in advance or arrears a date as the record date for any such determination of Members entitled to notice of, or to vote at any meeting of the Members or any adjournment thereof, or for the purpose of determining the Members entitled to receive payment of any Dividend or other distribution, or in order to make a determination of Members for any other purpose.

5.3 If the Register of Members is not so closed and no record date is fixed for the determination of Members entitled to notice of, or to vote at, a meeting of Members or Members entitled to receive payment of a Dividend or other distribution, the date on which notice of the meeting is sent or the date on which the resolution of the Directors resolving to pay such Dividend or other distribution is passed, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Article, such determination shall apply to any adjournment thereof.

6 Certificates for Shares

6.1 A Member shall only be entitled to a share certificate if the Directors resolve that share certificates shall be issued. Share certificates representing Shares, if any, shall be in such form as the Directors may determine. Share certificates shall be signed by one or more Directors or other person authorised by the Directors. The Directors may authorise certificates to be issued with the authorised signature(s) affixed by mechanical process. All certificates for Shares shall be consecutively numbered or otherwise identified and shall specify the Shares to which they relate. All certificates surrendered to the Company for transfer shall be cancelled and subject to the Articles no new certificate shall be issued until the former certificate representing a like number of relevant Shares shall have been surrendered and cancelled.

6.2 The Company shall not be bound to issue more than one certificate for Shares held jointly by more than one person and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

6.3 If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and on the payment of such expenses reasonably incurred by the Company in investigating evidence, as the Directors may prescribe, and (in the case of defacement or wearing out) upon delivery of the old certificate.

6.4 Every share certificate sent in accordance with the Articles will be sent at the risk of the Member or other person entitled to the certificate. The Company will not be responsible for any share certificate lost or delayed in the course of delivery.

7 Transfer of Shares

7.1 Subject to Article 3.1, Shares are transferable subject to the approval of the Directors by resolution who may, in their absolute discretion, decline to register any transfer of Shares without giving any reason. If the Directors refuse to register a transfer they shall notify the transferee within two months of such refusal.

7.2 The instrument of transfer of any Share shall be in writing and shall be executed by or on behalf of the transferor (and if the Directors so require, signed by or on behalf of the transferee). The transferor shall be deemed to remain the holder of a Share until the name of the transferee is entered in the Register of Members.

8 Redemption, Repurchase and Surrender of Shares

8.1 Subject to the provisions of the Statute the Company may issue Shares that are to be redeemed or are liable to be redeemed at the option of the Member or the Company. The redemption of such Shares shall be effected in such manner and upon such other terms as the Company may, by Special Resolution, determine before the issue of the Shares.

8.2 Subject to the provisions of the Statute, the Company may purchase its own Shares (including any redeemable Shares) in such manner and on such other terms as the Directors may agree with the relevant Member.

8.3 The Company may make a payment in respect of the redemption or purchase of its own Shares in any manner permitted by the Statute, including out of capital.

8.4 The Directors may accept the surrender for no consideration of any fully paid Share.

9 Treasury Shares

9.1 The Directors may, prior to the purchase, redemption or surrender of any Share, determine that such Share shall be held as a Treasury Share.

9.2 The Directors may determine to cancel a Treasury Share or transfer a Treasury Share on such terms as they think proper (including, without limitation, for nil consideration).

10 Variation of Rights of Shares

10.1 If at any time the share capital of the Company is divided into different classes of Shares, all or any of the rights attached to any class (unless otherwise provided by the terms of issue of the Shares of that class) may, whether or not the Company is being wound up, be varied without the consent of the holders of the issued Shares of that class where such variation is considered by the Directors not to have a material adverse effect upon such rights; otherwise, any such variation shall be made only with the consent in writing of the holders of not less than two thirds of the issued Shares of that class, or with the sanction of a resolution passed by a majority of not less than two thirds of the votes cast at a separate meeting of the holders of the Shares of that class. For the avoidance of doubt, the Directors reserve the right, notwithstanding that any such variation may not have a material adverse effect, to obtain consent from the holders of Shares of the relevant class. To any such meeting all the provisions of the Articles relating to general meetings shall apply *mutatis mutandis*, except that the necessary quorum shall be one person holding or representing by proxy at least one third of the issued Shares of the class and that any holder of Shares of the class present in person or by proxy may demand a poll.

10.2 For the purposes of a separate class meeting, the Directors may treat two or more or all the classes of Shares as forming one class of Shares if the Directors consider that such class of Shares would be affected in the same way by the proposals under consideration, but in any other case shall treat them as separate classes of Shares.

10.3 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 that class, be deemed to be varied by the creation or issue of further Shares ranking pari passu therewith.

11 Commission on Sale of Shares

The Company may, in so far as the Statute permits, pay a commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) or procuring or agreeing to procure subscriptions (whether absolutely or conditionally) for any Shares. Such commissions may be satisfied by the payment of cash and/or the issue of fully or partly paid-up Shares. The Company may also on any issue of Shares pay such brokerage as may be lawful.

12 Non Recognition of Trusts

The Company shall not be bound by or compelled to recognise in any way (even when notified) any equitable, contingent, future or partial interest in any Share, or (except only as is otherwise provided by the Articles or the Statute) any other rights in respect of any Share other than an absolute right to the entirety thereof in the holder.

13 Lien on Shares

13.1 The Company shall have a first and paramount lien on all Shares (whether fully paid-up or not) registered in the name of a Member (whether solely or jointly with others) for all debts, liabilities or engagements to or with the Company (whether presently payable or not) by such Member or his estate, either alone or jointly with any other person, whether a Member or not, but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The registration of a transfer of any such Share shall operate as a waiver of the Company's lien thereon. The Company's lien on a Share shall also extend to any amount payable in respect of that Share.

13.2 The Company may sell, in such manner as the Directors think fit, any Shares on which the Company has a lien, if a sum in respect of which the lien exists is presently payable, and is not paid within fourteen clear days after notice has been received or deemed to have been received by the holder of the Shares, or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold.

13.3 To give effect to any such sale the Directors may authorise any person to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of, the purchaser. The purchaser or his nominee shall be registered as the holder of the Shares comprised in any such transfer, and he 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 sale or the exercise of the Company's power of sale under the Articles.

13.4 The net proceeds of such sale after payment of costs, shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable and any balance shall (subject to a like lien for sums not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale.

14 Call on Shares

14.1 Subject to the terms of the allotment and issue of any Shares, the Directors may make calls upon the Members in respect of any monies unpaid on their Shares (whether in respect of par value or premium), and each Member shall (subject to receiving at least fourteen clear days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on the Shares. A call may be revoked or postponed, in whole or in part, as the Directors may determine. A call may be required to be paid by instalments. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the Shares in respect of which the call was made.

14.2 A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.

14.3 The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.

14.4 If a call remains unpaid after it has become due and payable, the person from whom it is due shall pay interest on the amount unpaid from the day it became due and payable until it is paid at such rate as the Directors may determine (and in addition all expenses that have been incurred by the Company by reason of such non-payment), but the Directors may waive payment of the interest or expenses wholly or in part.

14.5 An amount payable in respect of a Share on issue or allotment or at any fixed date, whether on account of the par value of the Share or premium or otherwise, shall be deemed to be a call and if it is not paid all the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call.

14.6 The Directors may issue Shares with different terms as to the amount and times of payment of calls, or the interest to be paid.

14.7 The Directors may, if they think fit, receive an amount from any Member willing to advance all or any part of the monies uncalled and unpaid upon any Shares held by him, and may (until the amount would otherwise become payable) pay interest at such rate as may be agreed upon between the Directors and the Member paying such amount in advance.

14.8 No such amount paid in advance of calls shall entitle the Member paying such amount to any portion of a Dividend or other distribution payable in respect of any period prior to the date upon which such amount would, but for such payment, become payable.

15 Forfeiture of Shares

15.1 If a call or instalment of a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and any expenses incurred by the Company by reason of such non-payment. The notice shall specify where payment is to be made and shall state that if the notice is not complied with the Shares in respect of which the call was made will be liable to be forfeited.

15.2 If the notice is not complied with, any Share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors. Such forfeiture shall include all Dividends, other distributions or other monies payable in respect of the forfeited Share and not paid before the forfeiture.

15.3 A forfeited Share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale, re-allotment or disposition the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited Share is to be transferred to any person the Directors may authorise some person to execute an instrument of transfer of the Share in favour of that person.

15.4 A person any of whose Shares have been forfeited shall cease to be a Member in respect of them and shall surrender to the Company for cancellation the certificate for the Shares forfeited and shall remain liable to pay to the Company all monies which at the date of forfeiture were payable by him to the Company in respect of those Shares together with interest at such rate as the Directors may determine, but his liability shall cease if and when the Company shall have received payment in full of all monies due and payable by him in respect of those Shares.

15.5 A certificate in writing under the hand of one Director or officer of the Company that a Share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share. The certificate shall (subject to the execution of an instrument of transfer) constitute a good title to the Share and the person to whom the Share is sold or otherwise disposed of shall not be bound to see to the application of the purchase money, if any, nor shall his title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the Share.

15.6 The provisions of the Articles as to forfeiture shall apply in the case of non payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the par value of the Share or by way of premium as if it had been payable by virtue of a call duly made and notified.

16 Transmission of Shares

16.1 If a Member dies the survivor or survivors (where he was a joint holder) or his legal personal representatives (where he was a sole holder), shall be the only persons recognised by the Company as having any title to his Shares. The estate of a deceased Member is not thereby released from any liability in respect of any Share, for which he was a joint or sole holder.

16.2 Any person becoming entitled to a Share in consequence of the death or bankruptcy or liquidation or dissolution of a Member (or in any other way than by transfer) may, upon such evidence being produced as may be required by the Directors, elect, by a notice in writing sent by him to the Company, either to become the holder of such Share or to have some person

nominated by him registered as the holder of such Share. If he elects to have another person registered as the holder of such Share he shall sign an instrument of transfer of that Share to that person. The Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the relevant Member before his death or bankruptcy or liquidation or dissolution, as the case may be.

16.3 A person becoming entitled to a Share by reason of the death or bankruptcy or liquidation or dissolution of a Member (or in any other case than by transfer) shall be entitled to the same Dividends, other distributions and other advantages to which he would be entitled if he were the holder of such Share. However, he shall not, before becoming a Member in respect of a Share, be entitled in respect of it to exercise any right conferred by membership in relation to general meetings of the Company and the Directors may at any time give notice requiring any such person to elect either to be registered himself or to have some person nominated by him be registered as the holder of the Share (but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the relevant Member before his death or bankruptcy or liquidation or dissolution or any other case than by transfer, as the case may be). If the notice is not complied with within ninety days of being received or deemed to be received (as determined pursuant to the Articles) the Directors may thereafter withhold payment of all Dividends, other distributions, bonuses or other monies payable in respect of the Share until the requirements of the notice have been complied with.

17 Amendments of Memorandum and Articles of Association and Alteration of Capital

17.1 The Company may by Ordinary Resolution:

(a) increase its share capital by such sum as the Ordinary Resolution shall prescribe and with such rights, priorities and privileges annexed thereto, as the Company in general meeting may determine;

(b) consolidate and divide all or any of its share capital into Shares of larger amount than its existing Shares;

(c) convert all or any of its paid-up Shares into stock, and reconvert that stock into paid-up Shares of any denomination;

(d) by subdivision of its existing Shares or any of them divide the whole or any part of its share capital into Shares of smaller amount than is fixed by the Memorandum or into Shares without par value; and

(e) cancel any Shares that at the date of the passing of the Ordinary Resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the Shares so cancelled.

17.2 All new Shares created in accordance with the provisions of the preceding Article shall be subject to the same provisions of the Articles with reference to the payment of calls, liens, transfer, transmission, forfeiture and otherwise as the Shares in the original share capital.

17.3 Subject to the provisions of the Statute and the provisions of the Articles as regards the matters to be dealt with by Ordinary Resolution, the Company may by Special Resolution:

(a) change its name;

(b) alter or add to the Articles;

(c) alter or add to the Memorandum with respect to any objects, powers or other matters specified therein; and

(d) reduce its share capital or any capital redemption reserve fund.

18 Offices and Places of Business

Subject to the provisions of the Statute, the Company may by resolution of the Directors change the location of its Registered Office. The Company may, in addition to its Registered Office, maintain such other offices or places of business as the Directors determine.

19 General Meetings

19.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.

19.2 The Company may, but shall not (unless required by the Statute) be obliged to, in each year hold a general meeting as its annual general meeting, and shall specify the meeting as such in the notices calling it. Any annual general meeting shall be held at such time and place as the Directors shall appoint and if no other time and place is prescribed by them, it shall be held at the Registered Office on the second Wednesday in December of each year at ten o'clock in the morning. At these meetings the report of the Directors (if any) shall be presented.

19.3 The Directors may call general meetings, and they shall on a Members' requisition forthwith proceed to convene an extraordinary general meeting of the Company.

19.4 A Members' requisition is a requisition of Members holding at the date of deposit of the requisition not less than ten per cent. in par value of the issued Shares which as at that date carry the right to vote at general meetings of the Company.

19.5 The Members' requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the Registered Office, and may consist of several documents in like form each signed by one or more requisitionists.

19.6 If there are no Directors as at the date of the deposit of the Members' requisition or if the Directors do not within twenty-one days from the date of the deposit of the Members' requisition duly proceed to convene a general meeting to be held within a further twenty-one days, the requisitionists, or any of them representing more than one-half of the total voting rights of all of the requisitionists, may themselves convene a general meeting, but any meeting so convened shall be held no later than the day which falls three months after the expiration of the said twenty-one day period.

19.7 A general meeting convened as aforesaid by requisitionists shall be convened in the same manner as nearly as possible as that in which general meetings are to be convened by Directors.

20 Notice of General Meetings

20.1 At least five clear days' notice shall be given of any general meeting. Every notice shall specify the place, the day and the hour of the meeting and the general nature of the business to be conducted at the general meeting and shall be given in the manner hereinafter mentioned or in such other manner if any as may be prescribed by the Company, provided that a general meeting of the Company shall, whether or not the notice specified in this Article has been given and whether or not the provisions of the Articles regarding general meetings have been complied with, be deemed to have been duly convened if it is so agreed:

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

(b) in the case of an extraordinary general meeting, by a majority in number of the Members having a right to attend and vote at the meeting, together holding not less than ninety five per cent. in par value of the Shares giving that right.

20.2 The accidental omission to give notice of a general meeting to, or the non receipt of notice of a general meeting by, any person entitled to receive such notice shall not invalidate the proceedings of that general meeting.

21 Proceedings at General Meetings

21.1 No business shall be transacted at any general meeting unless a quorum is present. Two Members being individuals present in person or by proxy or if a corporation or other non-natural person by its duly authorised representative or proxy shall be a quorum unless the Company has only one Member entitled to vote at such general meeting in which case the quorum shall be that one Member present in person or by proxy or (in the case of a corporation or other non-natural person) by its duly authorised representative or proxy.

21.2 A person may participate at a general meeting by conference telephone or other communications equipment by means of which all the persons participating in the meeting can communicate with each other. Participation by a person in a general meeting in this manner is treated as presence in person at that meeting.

21.3 A resolution (including a Special Resolution) in writing (in one or more counterparts) signed by or on behalf of all of the Members for the time being entitled to receive notice of and to attend and vote at general meetings (or, being corporations or other non-natural persons, signed by their duly authorised representatives) shall be as valid and effective as if the resolution had been passed at a general meeting of the Company duly convened and held.

21.4 If a quorum is not present within half an hour from the time appointed for the meeting to commence or if during such a meeting a quorum ceases to be present, the meeting, if convened upon a Members' requisition, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same time and/or place or to such other day, time and/or place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting to commence, the Members present shall be a quorum.

21.5 The Directors may, at any time prior to the time appointed for the meeting to commence, appoint any person to act as chairman of a general meeting of the Company or, if the Directors do not make any such appointment, the chairman, if any, of the board of Directors shall preside as chairman at such general meeting. If there is no such chairman, or if he shall not be present within fifteen minutes after the time appointed for the meeting to commence, or is unwilling to act, the Directors present shall elect one of their number to be chairman of the meeting.

21.6 If no Director is willing to act as chairman or if no Director is present within fifteen minutes after the time appointed for the meeting to commence, the Members present shall choose one of their number to be chairman of the meeting.

21.7 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

21.8 When a general meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any such notice of an adjourned meeting.

21.9 A resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, the chairman demands a poll, or any other Member or Members collectively present in person or by proxy (or in the case of a corporation or other non-natural person, by its duly authorised representative or proxy) and holding at least ten per cent. in par value of the Shares giving a right to attend and vote at the meeting demand a poll.

21.10 Unless a poll is duly demanded and the demand is not withdrawn a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost or not carried by a particular majority, an entry to that effect in the minutes of the proceedings of the meeting shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

21.11 The demand for a poll may be withdrawn.

21.12 Except on a poll demanded on the election of a chairman or on a question of adjournment, a poll shall be taken as the chairman directs, and the result of the poll shall be deemed to be the resolution of the general meeting at which the poll was demanded.

21.13 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such date, time and place as the chairman of the general meeting directs, and any business other than that upon which a poll has been demanded or is contingent thereon may proceed pending the taking of the poll.

21.14 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a second or casting vote.

22 Votes of Members

22.1 Subject to any rights or restrictions attached to any Shares, on a show of hands every Member who (being an individual) is present in person or by proxy or, if a corporation or other non-natural person is present by its duly authorised representative or by proxy, shall have one vote and on a poll every Member present in any such manner shall have one vote for every Share of which he is the holder.

22.2 In the case of joint holders the vote of the senior holder who tenders a vote, whether in person or by proxy (or, in the case of a corporation or other non-natural person, by its duly authorised representative or proxy), shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the Register of Members.

22.3 A Member of unsound mind, or in respect of whom an order has been made by any court, having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonis, or other person on such Member’s behalf appointed by that court, and any such committee, receiver, curator bonis or other person may vote by proxy.

22.4 No person shall be entitled to vote at any general meeting unless he is registered as a Member on the record date for such meeting nor unless all calls or other monies then payable by him in respect of Shares have been paid.

22.5 No objection shall be raised as to the qualification of any voter except at the general meeting or adjourned general meeting at which the vote objected to is given or tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time in accordance with this Article shall be referred to the chairman whose decision shall be final and conclusive.

22.6 On a poll or on a show of hands votes may be cast either personally or by proxy (or in the case of a corporation or other non-natural person by its duly authorised representative or proxy). A Member may appoint more than one proxy or the same proxy under one or more instruments to attend and vote at a meeting. Where a Member appoints more than one proxy the instrument of proxy shall state which proxy is entitled to vote on a show of hands and shall specify the number of Shares in respect of which each proxy is entitled to exercise the related votes.

22.7 On a poll, a Member holding more than one Share need not cast the votes in respect of his Shares in the same way on any resolution and therefore may vote a Share or some or all such Shares either for or against a resolution and/or abstain from voting a Share or some or all of the Shares and, subject to the terms of the instrument appointing him, a proxy appointed under one or more instruments may vote a Share or some or all of the Shares in respect of which he is appointed either for or against a resolution and/or abstain from voting a Share or some or all of the Shares in respect of which he is appointed.

23 Proxies

23.1 The instrument appointing a proxy shall be in writing and shall be executed under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a corporation or other non natural person, under the hand of its duly authorised representative. A proxy need not be a Member.

23.2 The Directors may, in the notice convening any meeting or adjourned meeting, or in an instrument of proxy sent out by the Company, specify the manner by which the instrument appointing a proxy shall be deposited and the place and the time (being not later than the time appointed for the commencement of the meeting or adjourned meeting to which the proxy relates) at which the instrument appointing a proxy shall be deposited. In the absence of any such direction from the Directors in the notice convening any meeting or adjourned meeting or in an instrument of proxy sent out by the Company, the instrument appointing a proxy shall be deposited physically at the Registered Office not less than 48 hours before the time appointed for the meeting or adjourned meeting to commence at which the person named in the instrument proposes to vote.

23.3 The chairman may in any event at his discretion declare that an instrument of proxy shall be deemed to have been duly deposited. An instrument of proxy that is not deposited in the manner permitted, or which has not been declared to have been duly deposited by the chairman, shall be invalid.

23.4 The instrument appointing a proxy may be in any usual or common form (or such other form as the Directors may approve) and may be expressed to be for a particular meeting or any adjournment thereof or generally until revoked. An instrument appointing a proxy shall be deemed to include the power to demand or join or concur in demanding a poll.

23.5 Votes given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the Share in respect of which the proxy is given unless notice in writing of such death, insanity, revocation or transfer was received by the Company at the Registered Office before the commencement of the general meeting, or adjourned meeting at which it is sought to use the proxy.

24 Corporate Members

Any corporation or other non-natural person which is a Member may in accordance with its constitutional documents, or in the absence of such provision by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Members, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as the corporation could exercise if it were an individual Member.

25 Shares that May Not be Voted

Shares in the Company that are beneficially owned by the Company shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding Shares at any given time.

26 Directors

There shall be a board of Directors consisting of not less than one person (exclusive of alternate Directors) provided however that the Company may by Ordinary Resolution increase or reduce the limits in the number of Directors. The first Directors of the Company shall be determined in writing by, or appointed by a resolution of, the Subscriber.

27 Powers of Directors

27.1 Subject to the provisions of the Statute, the Memorandum and the Articles and to any directions given by Special Resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. A duly convened meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

27.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Directors shall determine by resolution.

27.3 The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

27.4 The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and assets (present and future) and uncalled capital or any part thereof and to issue debentures, debenture stock, mortgages, bonds and other such securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

28 Appointment and Removal of Directors

28.1 The Company may by Ordinary Resolution appoint any person to be a Director or may by Ordinary Resolution remove any Director.

28.2 The Directors may appoint any person to be a Director, either to fill a vacancy or as an additional Director provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors.

29 Vacation of Office of Director

The office of a Director shall be vacated if:

(a) the Director gives notice in writing to the Company that he resigns the office of Director; or

(b) the Director absents himself (for the avoidance of doubt, without being represented by proxy or an alternate Director appointed by him) from three consecutive meetings of the board of Directors without special leave of absence from the Directors, and the Directors pass a resolution that he has by reason of such absence vacated office; or

(c) the Director dies, becomes bankrupt or makes any arrangement or composition with his creditors generally; or

(d) the Director is found to be or becomes of unsound mind; or

(e) all of the other Directors (being not less than two in number) determine that he should be removed as a Director, either by a resolution passed by all of the other Directors at a meeting of the Directors duly convened and held in accordance with the Articles or by a resolution in writing signed by all of the other Directors.

30 Proceedings of Directors

30.1 The quorum for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be two if there are two or more Directors, and shall be one if there is only one Director. A person who holds office as an alternate Director shall, if his appointor is not present, be counted in the quorum. A Director who also acts as an alternate Director shall, if his appointor is not present, count twice towards the quorum.

30.2 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. A Director who is also an alternate Director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.

30.3 A person may participate in a meeting of the Directors or any committee of Directors by conference telephone or other communications equipment by means of which all the persons participating in the meeting can communicate with each other at the same time. Participation by a person in a meeting in this manner is treated as presence in person at that meeting. Unless otherwise determined by the Directors the meeting shall be deemed to be held at the place where the chairman is located at the start of the meeting.

30.4 A resolution in writing (in one or more counterparts) signed by all the Directors or all the members of a committee of the Directors or, in the case of a resolution in writing relating to the removal of any Director or the vacation of office by any Director, all of the Directors other than the Director who is the subject of such resolution (an alternate Director being entitled to sign such a resolution on behalf of his appointor and if such alternate Director is also a Director, being entitled to sign such resolution both on behalf of his appointer and in his capacity as a Director) shall be as valid and effectual as if it had been passed at a meeting of the Directors, or committee of Directors as the case may be, duly convened and held.

30.5 A Director or alternate Director may, or other officer of the Company on the direction of a Director or alternate Director shall, call a meeting of the Directors by at least two days' notice in writing to every Director and alternate Director which notice shall set forth the general nature of the business to be considered unless notice is waived by all the Directors (or their alternates) either at, before or after the meeting is held. To any such notice of a meeting of the Directors all the provisions of the Articles relating to the giving of notices by the Company to the Members shall apply *mutatis mutandis.*

30.6 The continuing Directors (or a sole continuing Director, as the case may be) 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 the Articles as the necessary quorum of Directors the continuing Directors or Director may act for the purpose of increasing the number of Directors to be equal to such fixed number, or of summoning a general meeting of the Company, but for no other purpose.

30.7 The Directors may elect a chairman of their board 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 within five minutes after the time appointed for the meeting to commence, the Directors present may choose one of their number to be chairman of the meeting.

30.8 All acts done by any meeting of the Directors or of a committee of the Directors (including any person acting as an alternate Director) shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any Director or alternate Director, and/or that they or

any of them were disqualified, and/or had vacated their office and/or were not entitled to vote, be as valid as if every such person had been duly appointed and/or not disqualified to be a Director or alternate Director and/or had not vacated their office and/or had been entitled to vote, as the case may be.

30.9 A Director but not an alternate Director may be represented at any meetings of the board of Directors by a proxy appointed in writing by him. The proxy shall count towards the quorum and the vote of the proxy shall for all purposes be deemed to be that of the appointing Director.

31 Presumption of Assent

A Director or alternate Director who is present at a meeting of the board of Directors at which action on any Company matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent from such action with the person acting as the chairman or secretary of the meeting before the adjournment thereof or shall forward such dissent by registered post to such person immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director or alternate Director who voted in favour of such action.

32 Directors' Interests

32.1 A Director or alternate Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine.

32.2 A Director or alternate Director may act by himself or by, through or on behalf of his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director or alternate Director.

32.3 A Director or alternate Director may be or become a director or other officer of or otherwise interested in any company promoted by the Company or in which the Company may be interested as a shareholder, a contracting party or otherwise, and no such Director or alternate Director shall be accountable to the Company for any remuneration or other benefits received by him as a director or officer of, or from his interest in, such other company.

32.4 No person shall be disqualified from the office of Director or alternate Director or prevented by such office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Company in which any Director or alternate Director shall be in any way interested be or be liable to be avoided, nor shall any Director or alternate Director so contracting or being so interested be liable to account to the Company for any profit realised by or arising in connection with any such contract or transaction by reason of such Director or alternate Director holding office or of the fiduciary relationship thereby established. A Director (or his alternate Director in his absence) shall be at liberty to vote in respect of any contract or transaction in which he is interested provided that the nature of the interest of any Director or alternate Director in any such contract or transaction shall be disclosed by him at or prior to its consideration and any vote thereon.

32.5 A general notice that a Director or alternate Director is a shareholder, director, officer or employee of any specified firm or company and is to be regarded as interested in any transaction with such firm or company shall be sufficient disclosure for the purposes of voting on a resolution in respect of a contract or transaction in which he has an interest, and after such general notice it shall not be necessary to give special notice relating to any particular transaction.

33 Minutes

The Directors shall cause minutes to be made in books kept for the purpose of recording all appointments of officers made by the Directors, all proceedings at meetings of the Company or the holders of any class of Shares and of the Directors, and of committees of the Directors, including the names of the Directors or alternate Directors present at each meeting.

34 Delegation of Directors' Powers

34.1 The Directors may delegate any of their powers, authorities and discretions, including the power to sub-delegate, to any committee consisting of one or more Directors. They may also delegate to any managing director or any Director holding any other executive office such of their powers, authorities and discretions as they consider desirable to be exercised by him provided that an alternate Director may not act as managing director and the appointment of a managing director shall be revoked forthwith if he ceases to be a Director. Any such delegation may be made subject to any conditions the Directors may impose and either collaterally with or to the exclusion of their own powers and any such delegation may be revoked or altered by the Directors. Subject to any such conditions, the proceedings of a committee of Directors shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.

34.2 The Directors may establish any committees, local boards or agencies or appoint any person to be a manager or agent for managing the affairs of the Company and may appoint any person to be a member of such committees, local boards or agencies. Any such appointment may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and any such appointment may be revoked or altered by the Directors. Subject to any such conditions, the proceedings of any such committee, local board or agency shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying.

34.3 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company on such conditions as the Directors may determine, provided that the delegation is not to the exclusion of their own powers and may be revoked by the Directors at any time.

34.4 The Directors may by power of attorney or otherwise appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or authorised signatory of the Company for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under the Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney or other appointment may contain such provisions for the protection and convenience of persons dealing with any such attorneys or authorised signatories as the Directors may think fit and may also authorise any such attorney or authorised signatory to delegate all or any of the powers, authorities and discretions vested in him.

34.5 The Directors may appoint such officers of the Company (including, for the avoidance of doubt and without limitation, any secretary) as they consider necessary on such terms, at such remuneration and to perform such duties, and subject to such provisions as to disqualification and removal as the Directors may think fit. Unless otherwise specified in the terms of his appointment an officer of the Company may be removed by resolution of the Directors or Members. An officer of the Company may vacate his office at any time if he gives notice in writing to the Company that he resigns his office.

35 Alternate Directors

35.1 Any Director (but not an alternate Director) may by writing appoint any other Director, or any other person willing to act, to be an alternate Director and by writing may remove from office an alternate Director so appointed by him.

35.2 An alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member, to attend and vote at every such meeting at which the Director appointing him is not personally present, to sign any written resolution of the Directors, and generally to perform all the functions of his appointor as a Director in his absence.

35.3 An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.

35.4 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.

35.5 Subject to the provisions of the Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and shall not be deemed to be the agent of the Director appointing him.

36 No Minimum Shareholding

The Company in general meeting may fix a minimum shareholding required to be held by a Director, but unless and until such a shareholding qualification is fixed a Director is not required to hold Shares.

37 Remuneration of Directors

37.1 The remuneration to be paid to the Directors, if any, shall be such remuneration as the Directors shall determine. The Directors shall also be entitled to be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors, or general meetings of the Company, or separate meetings of the

holders of any class of Shares or debentures of the Company, or otherwise in connection with the business of the Company or the discharge of their duties as a Director, or to receive a fixed allowance in respect thereof as may be determined by the Directors, or a combination partly of one such method and partly the other.

37.2 The Directors may by resolution approve additional remuneration to any Director for any services which in the opinion of the Directors go beyond his ordinary routine work as a Director. Any fees paid to a Director who is also counsel, attorney or solicitor to the Company, or otherwise serves it in a professional capacity shall be in addition to his remuneration as a Director.

38 Seal

38.1 The Company may, if the Directors so determine, have a Seal. The Seal shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors. Every instrument to which the Seal has been affixed shall be signed by at least one person who shall be either a Director or some officer of the Company or other person appointed by the Directors for the purpose.

38.2 The Company may have for use in any place or places outside the Cayman Islands a duplicate Seal or Seals each of which shall be a facsimile of the common Seal of the Company and, if the Directors so determine, with the addition on its face of the name of every place where it is to be used.

38.3 A Director or officer, representative or attorney of the Company may without further authority of the Directors affix the Seal over his signature alone to any document of the Company required to be authenticated by him under seal or to be filed with the Registrar of Companies in the Cayman Islands or elsewhere wheresoever.

39 Dividends, Distributions and Reserve

39.1 Subject to the Statute and this Article and except as otherwise provided by the rights attached to any Shares, the Directors may resolve to pay Dividends and other distributions on Shares in issue and authorise payment of the Dividends or other distributions out of the funds of the Company lawfully available therefor. A Dividend shall be deemed to be an interim Dividend unless the terms of the resolution pursuant to which the Directors resolve to pay such Dividend specifically state that such Dividend shall be a final Dividend. No Dividend or other distribution shall be paid except out of the realised or unrealised profits of the Company, out of the share premium account or as otherwise permitted by law.

39.2 Except as otherwise provided by the rights attached to any Shares, all Dividends and other distributions shall be paid according to the par value of the Shares that a Member holds. If any Share is issued on terms providing that it shall rank for Dividend as from a particular date, that Share shall rank for Dividend accordingly.

39.3 The Directors may deduct from any Dividend or other distribution payable to any Member all sums of money (if any) then payable by him to the Company on account of calls or otherwise.

39.4 The Directors may resolve that any Dividend or other distribution be paid wholly or partly by the distribution of specific assets and in particular (but without limitation) by the distribution of shares, debentures, or securities of any other company or in any one or more of such ways and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional Shares and may 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 basis of the value so fixed in order to adjust the rights of all Members and may vest any such specific assets in trustees in such manner as may seem expedient to the Directors.

39.5 Except as otherwise provided by the rights attached to any Shares, Dividends and other distributions may be paid in any currency. The Directors may determine the basis of conversion for any currency conversions that may be required and how any costs involved are to be met.

39.6 The Directors may, before resolving to pay any Dividend or other distribution, set aside such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose of the Company and pending such application may, at the discretion of the Directors, be employed in the business of the Company.

39.7 Any Dividend, other distribution, interest or other monies payable in cash in respect of Shares may be paid by wire transfer to the holder or 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 the holder who is first named on the Register of Members or to such person and to such address as such 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 or more joint holders may give effectual receipts for any Dividends, other distributions, bonuses, or other monies payable in respect of the Share held by them as joint holders.

39.8 No Dividend or other distribution shall bear interest against the Company.

39.9 Any Dividend or other distribution which cannot be paid to a Member and/or which remains unclaimed after six months from the date on which such Dividend or other distribution becomes payable may, in the discretion of the Directors, be paid into a separate account in the Company’s name, provided that the Company shall not be constituted as a trustee in respect of that account and the Dividend or other distribution shall remain as a debt due to the Member. Any Dividend or other distribution which remains unclaimed after a period of six years from the date on which such Dividend or other distribution becomes payable shall be forfeited and shall revert to the Company.

40 Capitalisation

The Directors may at any time capitalise any sum standing to the credit of any of the Company’s reserve accounts or funds (including the share premium account and capital redemption reserve

fund) or any sum standing to the credit of the profit and loss account or otherwise available for distribution; appropriate such sum to Members in the proportions in which such sum would have been divisible amongst such Members had the same been a distribution of profits by way of Dividend or other distribution; and apply such sum on their behalf in paying up in full unissued Shares for allotment and distribution credited as fully paid-up to and amongst them in the proportion aforesaid. In such event the Directors shall do all acts and things required to give effect to such capitalisation, with full power given to the Directors to make such provisions as they think fit in the case of Shares becoming distributable in fractions (including provisions whereby the benefit of fractional entitlements accrue to the Company rather than to the Members concerned). The Directors may authorise any person to enter on behalf of all of the Members interested into an agreement with the Company providing for such capitalisation and matters incidental or relating thereto and any agreement made under such authority shall be effective and binding on all such Members and the Company.

41 Books of Account

41.1 The Directors shall cause proper books of account (including, where applicable, material underlying documentation including contracts and invoices) to be kept with respect to all sums of money received and expended by the Company and the matters in respect of which the receipt or expenditure takes place, all sales and purchases of goods by the Company and the assets and liabilities of the Company. Such books of account must be retained for a minimum period of five years from the date on which they are prepared. Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

41.2 The Directors shall determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by Statute or authorised by the Directors or by the Company in general meeting.

41.3 The Directors may cause to be prepared and to be laid before the Company in general meeting profit and loss accounts, balance sheets, group accounts (if any) and such other reports and accounts as may be required by law.

42 Audit

42.1 The Directors may appoint an Auditor of the Company who shall hold office on such terms as the Directors determine.

42.2 Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information and explanation as may be necessary for the performance of the duties of the Auditor.

42.3 Auditors shall, if so required by the Directors, make a report on the accounts of the Company during their tenure of office at the next annual general meeting following their appointment in the case of a company which is registered with the Registrar of Companies as an ordinary company, and at the next extraordinary general meeting following their appointment in the case of a company which is registered with the Registrar of Companies as an exempted company, and at any other time during their term of office, upon request of the Directors or any general meeting of the Members.

43 Notices

43.1 Notices shall be in writing and may be given by the Company to any Member either personally or by sending it by courier, post, cable, telex, fax or e-mail to him or to his address as shown in the Register of Members (or where the notice is given by e-mail by sending it to the e-mail address provided by such Member). Any notice, if posted from one country to another, is to be sent by airmail.

43.2 Where a notice is sent by courier, service of the notice shall be deemed to be effected by delivery of the notice to a courier company, and shall be deemed to have been received on the third day (not including Saturdays or Sundays or public holidays) following the day on which the notice was delivered to the courier. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre paying and posting a letter containing the notice, and shall be deemed to have been received on the fifth day (not including Saturdays or Sundays or public holidays in the Cayman Islands) following the day on which the notice was posted. Where a notice is sent by cable, telex or fax, service of the notice shall be deemed to be effected by properly addressing and sending such notice and shall be deemed to have been received on the same day that it was transmitted. Where a notice is given by e-mail service shall be deemed to be effected by transmitting the e-mail to the e-mail address provided by the intended recipient and shall be deemed to have been received on the same day that it was sent, and it shall not be necessary for the receipt of the e-mail to be acknowledged by the recipient.

43.3 A notice may be given by the Company to the person or persons which the Company has been advised are entitled to a Share or Shares in consequence of the death or bankruptcy of a Member in the same manner as other notices which are required to be given under the Articles and shall be addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description at the address supplied for that purpose by the persons claiming to be so entitled, or at the option of the Company by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

43.4 Notice of every general meeting shall be given in any manner authorised by the Articles to every holder of Shares carrying an entitlement to receive such notice on the record date for such meeting except that in the case of joint holders the notice shall be sufficient if given to the joint holder first named in the Register of Members and every person upon whom the ownership of a Share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a Member where the Member but for his death or bankruptcy would be entitled to receive notice of the meeting, and no other person shall be entitled to receive notices of general meetings.

44 Winding Up

44.1 If the Company shall be wound up the liquidator shall apply the assets of the Company in satisfaction of creditors' claims in such manner and order as such liquidator thinks fit. Subject to the rights attaching to any Shares, in a winding up:

(a) if the assets available for distribution amongst the Members shall be insufficient to repay the whole of the Company's issued share capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members in proportion to the par value of the Shares held by them; or

(b) if the assets available for distribution amongst the Members shall be more than sufficient to repay the whole of the Company's issued share capital at the commencement of the winding up, the surplus shall be distributed amongst the Members in proportion to the par value of the Shares held by them at the commencement of the winding up subject to a deduction from those Shares in respect of which there are monies due, of all monies payable to the Company for unpaid calls or otherwise.

44.2 If the Company shall be wound up the liquidator may, subject to the rights attaching to any Shares and with the sanction of a Special Resolution of the Company and any other sanction required by the Statute, divide amongst the Members in kind the whole or any part of the assets of the Company (whether such assets shall consist of property of the same kind or not) and may for that purpose value any assets and 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 such assets in trustees upon such trusts for the benefit of the Members as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any asset upon which there is a liability.

45 Indemnity and Insurance

45.1 Every Director and officer of the Company (which for the avoidance of doubt, shall not include auditors of the Company), together with every former Director and former officer of the Company (each an "**Indemnified Person**") shall be indemnified out of the assets of the Company against any liability, action, proceeding, claim, demand, costs, damages or expenses, including legal expenses, whatsoever which they or any of them may incur as a result of any act or failure to act in carrying out their functions other than such liability (if any) that they may incur by reason of their own actual fraud or wilful default. No Indemnified Person shall be liable to the Company for any loss or damage incurred by the Company as a result (whether direct or indirect) of the carrying out of their functions unless that liability arises through the actual fraud or wilful default of such Indemnified Person. No person shall be found to have committed actual fraud or wilful default under this Article unless or until a court of competent jurisdiction shall have made a finding to that effect.

45.2 The Company shall advance to each Indemnified Person reasonable attorneys' fees and other costs and expenses incurred in connection with the defence of any action, suit, proceeding or investigation involving such Indemnified Person for which indemnity will or could be sought. In connection with any advance of any expenses hereunder, the Indemnified Person shall execute an undertaking to repay the advanced amount to the Company if it shall be determined by final judgment or other final adjudication that such Indemnified Person was not entitled to indemnification pursuant to this Article. If it shall be determined by a final judgment or other final adjudication that such Indemnified Person was not entitled to indemnification with respect to such judgment, costs or expenses, then such party shall not be indemnified with respect to such judgment, costs or expenses and any advancement shall be returned to the Company (without interest) by the Indemnified Person.

45.3 The Directors, on behalf of the Company, may purchase and maintain insurance for the benefit of any Director or other officer of the Company against any liability which, by virtue of any rule of law, would otherwise attach to such person in respect of any negligence, default, breach of duty or breach of trust of which such person may be guilty in relation to the Company.

46 Financial Year

Unless the Directors otherwise prescribe, the financial year of the Company shall end on 31st December in each year and, following the year of incorporation, shall begin on 1st January in each year.

47 Transfer by Way of Continuation

If the Company is exempted as defined in the Statute, it shall, subject to the provisions of the Statute and with the approval of a Special Resolution, have the power to register by way of continuation as a body corporate under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

48 Mergers and Consolidations

The Company shall, with the approval of a Special Resolution, have the power to merge or consolidate with one or more constituent companies (as defined in the Statute), upon such terms as the Directors may determine.

Exhibit 5.1

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December 21, 2017

Broadcom Corporation and
Broadcom Cayman Finance Limited
c/o Broadcom Limited
1 Yishun Avenue 7
Singapore 768923

Re: Registration Statement on Form S-4 Relating to $2,750,000,000 Aggregate Principal Amount of 2.375% Senior Notes due 2020, $3,500,000,000 Aggregate Principal Amount of 3.000% Senior Notes due 2022, $2,500,000,000 Aggregate Principal Amount of 3.625% Senior Notes due 2024, $4,800,000,000 Aggregate Principal Amount of 3.875% Senior Notes due 2027, $750,000,000 Aggregate Principal Amount of 2.200% Senior Notes due 2021, $1,000,000,000 Aggregate Principal Amount of 2.650% Senior Notes due 2023, $1,000,000,000 Aggregate Principal Amount of 3.125% Senior Notes due 2025 and $1,250,000,000 Aggregate Principal Amount of 3.500% Senior Notes due 2028

Ladies and Gentlemen:

We have acted as special United States counsel to Broadcom Corporation, a California corporation ("***Broadcom Corporation***"), and Broadcom Cayman Finance Limited, a limited company incorporated under the laws of the Cayman Islands (together with Broadcom Corporation, the "***Subsidiary Co-Issuers***"), in connection with the issuance of up to $2,750,000,000 aggregate principal amount of 2.375% Senior Notes due 2020, $3,500,000,000 aggregate principal amount of 3.000% Senior Notes due 2022, $2,500,000,000 aggregate principal amount of 3.625% Senior Notes due 2024 and $4,800,000,000 aggregate principal amount of 3.875% Senior Notes due 2027 (collectively, the "***January Notes***") and up to $750,000,000 aggregate principal amount of 2.200% Senior Notes due 2021, $1,000,000,000 aggregate principal amount of 2.650% Senior Notes due 2023, $1,000,000,000 aggregate principal amount of 3.125% Senior Notes due 2025 and $1,250,000,000 aggregate principal amount of 3.500% Senior Notes due 2028 (collectively, the "***October Notes***" and, together with the January Notes, the "***Notes***") by the Subsidiary Co-Issuers and the guarantees of the Notes (the "***Guarantees***") by Broadcom Limited and Broadcom Cayman L.P. (the "***Guarantors***"), under an indenture for the January Notes (the "***January Notes Indenture***"), dated as of January 19, 2017, among the Subsidiary Co-Issuers, the Guarantors and Wilmington Trust, National Association, as trustee (the "***Trustee***"), and an indenture for the October Notes, dated as of October 17, 2017, among the Subsidiary Co-Issuers, the Guarantors and the Trustee (together

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with the January Notes Indenture, the "***Indentures***"), and pursuant to a registration statement on Form S-4 under the Securities Act of 1933, as amended (the "***Act***"), filed with the Securities and Exchange Commission (the "***Commission***") on December 21, 2017 (the "***Registration Statement***"). The Subsidiary Co-Issuers are issuing the Notes and the Guarantees pursuant to an exchange offer in which the Subsidiary Co-Issuers are offering to exchange the Notes for any and all of their outstanding 2.375% Senior Notes due 2020, 3.000% Senior Notes due 2022, 3.625% Senior Notes due 2024, 3.875% Senior Notes due 2027, 2.200% Senior Notes due 2021, 2.650% Senior Notes due 2023, 3.125% Senior Notes due 2025 and 3.500% Senior Notes due 2028 (collectively, the "***Old Notes***"), and the guarantees thereof, on the terms set forth in the prospectus contained in the Registration Statement (the "***Prospectus***") and the letter of transmittal filed as Exhibit 99.1 to the Registration Statement. This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or the Prospectus, other than as expressly stated herein with respect to the enforceability of the Notes and the Guarantees.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon the foregoing and upon certificates and other assurances of officers of the Subsidiary Co-Issuers, officers of the Guarantors and others as to factual matters without having independently verified such factual matters. We are opining herein as to the internal laws of the State of New York and the General Corporation Law of the State of California, and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction or, in the case of California, any other laws, or as to any matters of municipal law or the laws of any local agencies within any state. Various matters concerning the laws of Singapore are addressed in the opinion of Allen & Gledhill LLP and various matters concerning the laws of the Cayman Islands are addressed in the opinions of Maples and Calder. We express no opinion with respect to those matters herein and, to the extent elements of those opinions are necessary to the conclusions expressed herein, we have assumed such matters.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof:

1. The Indentures have been duly authorized by all necessary corporate action of Broadcom Corporation and have been duly executed and delivered by Broadcom Corporation. The Indentures are the legally valid and binding agreements of each of the Subsidiary Co-Issuers, enforceable against each of them in accordance with their terms. The Indentures, including the Guarantees contained therein, are the legally valid and binding agreements of each of the Guarantors, enforceable against each of them in accordance with their terms.

2. The Notes have been duly authorized by all necessary corporate action of Broadcom Corporation and, when the Notes have been duly executed, issued and authenticated in accordance with the terms of the applicable Indenture and delivered in exchange for the Old Notes in the circumstances contemplated by the Registration Statement and the Prospectus, the Notes will be legally valid and binding obligations of the Subsidiary Co-Issuers, enforceable against the Subsidiary Co-Issuers in accordance with their terms.

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Our opinions are subject to: (i) the effect of bankruptcy, insolvency, reorganization, preference, fraudulent transfer, moratorium or other similar laws relating to or affecting the rights and remedies of creditors; (ii) the effect of general principles of equity, whether considered in a proceeding in equity or at law (including the possible unavailability of specific performance or injunctive relief), concepts of materiality, reasonableness, good faith and fair dealing, and the discretion of the court before which a proceeding is brought; (iii) the invalidity under certain circumstances under law or court decisions of provisions providing for the indemnification of or contribution to a party with respect to a liability where such indemnification or contribution is contrary to public policy; and (iv) we express no opinion as to (a) any provision for liquidated damages, default interest, late charges, monetary penalties, make-whole premiums or other economic remedies to the extent such provisions are deemed to constitute a penalty, (b) consents to, or restrictions upon, governing law, jurisdiction, venue, arbitration, remedies or judicial relief, (c) the waiver of rights or defenses contained in the applicable Indenture, (d) any provision requiring the payment of attorneys' fees, where such payment is contrary to law or public policy, (e) any provision permitting, upon acceleration of the Notes, collection of that portion of the stated principal amount thereof which might be determined to constitute unearned interest thereon, (f) the creation, validity, attachment, perfection, or priority of any lien or security interest, (g) advance waivers of claims, defenses, rights granted by law, or notice, opportunity for hearing, evidentiary requirements, statutes of limitation, trial by jury or at law, or other procedural rights, (h) waivers of broadly or vaguely stated rights, (i) provisions for exclusivity, election or cumulation of rights or remedies, (j) provisions authorizing or validating conclusive or discretionary determinations, (k) grants of setoff rights, (l) proxies, powers and trusts, (m) provisions prohibiting, restricting, or requiring consent to assignment or transfer of any right or property, (n) any provision to the extent it requires that a claim with respect to a security denominated in other than U.S. dollars (or a judgment in respect of such a claim) be converted into U.S. dollars at a rate of exchange at a particular date, to the extent applicable law otherwise provides, and (o) the severability, if invalid, of provisions to the foregoing effect.

With your consent, we have assumed (a) that the applicable Indenture and the Notes (collectively, the "***Documents***") have been duly authorized, executed and delivered by the parties thereto other than Broadcom Corporation, (b) that the Documents constitute legally valid and binding obligations of the parties thereto other than the Subsidiary Co-Issuers and the Guarantors, as applicable, enforceable against each of them in accordance with their respective terms, and (c) that the status of the Documents as legally valid and binding obligations of the parties is not affected by any (i) breaches of, or defaults under, agreements or instruments, (ii) violations of statutes, rules, regulations or court or governmental orders, or (iii) failures to obtain required consents, approvals or authorizations from, or to make required registrations, declarations or filings with, governmental authorities.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Registration Statement and to the reference to our firm contained in the Prospectus under the heading "Legal Matters." In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Latham & Watkins LLP

Exhibit 5.2

Allen&Gledhill

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OUR REF : BLEE/JHANYY/1017011001
YOUR REF :

21 December 2017

BY HAND

Broadcom Corporation and
Broadcom Cayman Finance Limited
c/o Broadcom Limited
1 Yishun Avenue 7
Singapore 768923

Dear Sirs

Broadcom Corporation
Broadcom Cayman Finance Limited

Registration Statement on Form S-4

1. We have acted as legal advisers as to Singapore law to Broadcom Limited (the "**Singapore Guarantor**") in connection with the filing by Broadcom Corporation and Broadcom Cayman Finance Limited (together, the "**Issuers**") of the Registration Statement (as defined below) under the U.S. Securities Act of 1933, as amended (the "**Act**"), relating to an offer to issue up to US$2.75 billion aggregate principal amount of 2.375% senior notes due 2020 (the "**2020 Notes**"), US$3.5 billion aggregate principal amount of 3.000% senior notes due 2022 (the "**2022 Notes**"), US$2.5 billion aggregate principal amount of 3.625% senior notes due 2024 (the "**2024 Notes**"), US$4.8 billion aggregate principal amount of 3.875% senior notes due 2027 (the "**2027 Notes**"), US$750 million aggregate principal amount of 2.200% senior notes due 2021 (the "**2021 Notes**"), US$1.0 billion aggregate principal amount of 2.650% senior notes due 2023 (the "**2023 Notes**"), US$1.0 billion aggregate principal amount of 3.125% senior notes due 2025 (the "**2025 Notes**") and US$1.25 billion aggregate principal amount of 3.500% senior notes due 2028 (the "**2028 Notes**" and, collectively with the 2020 Notes, the 2022 Notes, the 2024 Notes, the 2027 Notes, the 2021 Notes, the 2023 Notes and the 2025 Notes, the "**Exchange Notes**") in exchange for any and all of the US$2.75 billion aggregate principal amount of outstanding 2020 Notes, US$3.5 billion aggregate principal amount of outstanding 2022 Notes, US$2.5 billion aggregate principal amount of 2024 Notes, US$4.8 billion aggregate principal amount of 2027 Notes, US$750 million aggregate principal amount of the 2021 Notes, US$1.0 billion aggregate principal amount of the 2023 Notes, US$1.0 billion aggregate principal amount of the 2025 Notes and US$1.25 billion aggregate principal amount of the 2028 Notes, respectively (collectively, the "**Outstanding Notes**" and together with the Exchange Notes, the "**Notes**"), that the Issuers issued on 19 January 2017 (in the case of the 2020 Notes, the 2022 Notes, the 2024 Notes and the 2027 Notes) and on 17

October 2017 (in the case of the 2021 Notes, the 2023 Notes, the 2025 Notes and the 2028 Notes) as described in the Registration Statement (the "**Exchange Offer**"). Each series of Exchange Notes will initially be, and each series of Outstanding Notes is, fully and unconditionally guaranteed, jointly and severally, on an unsecured, unsubordinated basis by the Singapore Guarantor and Broadcom Cayman L.P. (together, the "**Guarantors**"). Save as provided in this opinion, we have not advised any of the Issuers or the Guarantors on the content of, or their specific position or rights in relation to, the Indentures (as defined below) or assisted them in any way in relation to the negotiation of the Indentures or in relation to any transaction for which the Indentures may be relevant and we owe them no duty of care or other legal responsibility in that respect.

This opinion relates only to the laws of general application of Singapore as at the date of this opinion, as currently applied by the courts of Singapore, and is given on the basis that it will be governed by and construed in accordance with the laws of Singapore. We have made no investigation of, and do not express or imply any views on, the laws of any country other than Singapore. In particular, we have made no investigation of the laws of the State of New York as a basis for this opinion and do not express or imply any views on such laws. In respect of the Indentures, the Notes and the Registration Statement, we have assumed due compliance with all matters concerning the laws of all relevant jurisdictions.

2. For the purpose of this opinion, we have examined:

2.1 a copy of the Constitution and the Certificate Confirming Incorporation of Company of the Singapore Guarantor;

2.2 a copy of the resolutions of the board of directors of the Singapore Guarantor passed on 11 January 2017 (the "**Board Resolutions**");

2.3 an extract of the minutes of meeting of the board of directors of the Singapore Guarantor held on 31 August 2016 (including a copy of the Executive Committee Charter of the Singapore Guarantor adopted by the Singapore Guarantor at such meeting (the "**Charter**")) and an extract of the minutes of meeting of the board of directors of the Singapore Guarantor held on 1 March 2017 (together, the "**Board Minutes**");

2.4 a copy of the resolutions in writing of the executive committee of the board of directors of the Singapore Guarantor formed pursuant to Article 69(A) of the Constitution of the Singapore Guarantor passed on 6 October 2017 (the "**Committee Resolutions**" and, together with the Board Resolutions and the Board Minutes, the "**Resolutions**");

2.5 an executed copy of the indenture dated as of 19 January 2017 (the "**January 2017 Indenture**") made among (1) the Issuers, (2) the Guarantors and (3) the Wilmington Trust, National Association (the "**Trustee**"), including the guarantees set forth therein (the "**January 2017 Guarantee**");

2.6 an executed copy of the indenture dated as of 17 October 2017 (the "**October 2017 Indenture**" and together with the January 2017 Indenture, the "**Indentures**") made among (1) the Issuers, (2) the Guarantors and (3) the Trustee, including the guarantees

set forth therein (the "**October 2017 Guarantee**" and together with the January 2017 Guarantee, the "**Guarantees**");

2.7 an executed copy of the registration statement on Form S-4 relating to the Exchange Offer filed by the Issuers with the United States Securities and Exchange Commission on 21 December 2017 (the "**Registration Statement**"); and

2.8 such other documents and records as we have considered necessary to examine in order that we may render this opinion.

3. Except as stated above, we have not examined any contract, instrument or other document entered into by or affecting the Issuers and/or the Guarantors or any of the corporate records of the Issuers and/or the Guarantors and have not made any other enquiries concerning the Issuers and/or the Guarantors.

4. We have assumed:

4.1 that each of the Indentures is within the capacity and powers of, and has been validly authorised by, each party thereto (other than the Singapore Guarantor);

4.2 that each of the Indentures and the Notes has been validly executed and delivered by or on behalf of each party thereto;

4.3 the genuineness of all signatures and seals on all documents, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the completeness, and the conformity to original documents, of all copies or other specimen documents submitted to us and the authenticity of the originals of such latter documents;

4.4 that the copies of (a) the Constitution and the Certificate Confirming Incorporation of Company of the Singapore Guarantor and (b) the Resolutions submitted to us for examination, are true, complete and up-to-date copies or, as the case may be, extracts and have not been modified, supplemented or superseded;

4.5 that the information disclosed by the searches made on 21 December 2017 (the "**ACRA Searches**") at the Accounting and Corporate Regulatory Authority in Singapore (the "**ACRA**") against the Singapore Guarantor is true and complete and that such information has not since then been materially altered and that the ACRA Searches did not fail to disclose any material information which had been delivered for filing but did not appear on the public file at the time of the ACRA Searches;

4.6 that the information disclosed by the searches of the Appeal Cases, Admiralty, Civil Cases, Enforcement and Insolvency (including Judicial Management) modules made on 21 December 2017 in respect of the years 2015, 2016 and 2017 on the Cause Book Search of the Singapore Judiciary's Integrated Electronic Litigation System against the Singapore Guarantor (the "**Court Searches**") is true and complete and that such information has not since then been materially altered and that the Court Searches did

not fail to disclose any material information which had been delivered for filing but was not disclosed at the time of the Court Searches;

4.7 that in exercising the power of the Singapore Guarantor to enter into each of the Indentures, guarantee the Notes, undertake and perform the obligations expressed to be undertaken and performed by it under each of the Indentures and the Notes, its directors are acting in good faith and in furtherance of its substantive objects and for its legitimate purpose and that the entry into each of the Indentures, and the guarantee of the Notes, may reasonably be considered to have been in the interests, and for the commercial benefit, of the Singapore Guarantor;

4.8 that each party to each of the Indentures and to the Notes has not, at the time of entry into the transactions contemplated by each of the Indentures and the Notes, (a) entered into or initiated any process for any scheme of arrangement or compromise, (b) initiated any corporate voluntary arrangements or entered into any composition agreement with its creditors, (c) been declared insolvent, (d) commenced or been the subject of any winding-up procedure whatsoever, (e) requested or been subject to the appointment of, or any application being made for the appointment of, any receiver (including a receiver and manager), trustee, judicial manager, liquidator, sequestrator, administrative receiver, administrator or similar officer, (f) been in a position where it is otherwise insolvent or will become insolvent by reason of the entering into or completion of the transactions contemplated by each of the Indentures and the Notes (the word "**insolvent**" having the meaning under Section 100(4) of the Bankruptcy Act, Chapter 20 of Singapore), (g) been unable to pay its debts or has become unable to pay its debts by reason of the entering into or the completion of the transactions contemplated by each of the Indentures and the Notes (the phrase "being unable to pay its debts" being within the meaning of sections 254(1)(e) and 254(2) of the Companies Act, Chapter 50 of Singapore (the "**Companies Act**")) or (h) been subject to any event similar to any of the above under the laws of any jurisdiction;

4.9 that the Notes have been duly issued, executed, authenticated, delivered, offered and sold in accordance with the terms of the applicable Indenture governing such Notes;

4.10 that there are no provisions of the laws of any jurisdiction which may be contravened by the execution or delivery of any of the Indentures or the offering, issue, sale and delivery of the Notes and that, insofar as any obligation expressed to be incurred or performed under any of the Indentures or the Notes is to be performed in, or is otherwise subject to the laws of, any jurisdiction, its performance will not be illegal and such obligation will be valid and binding on and enforceable against the relevant party (other than the Singapore Guarantor in respect of the Indentures) by virtue of the laws of that jurisdiction;

4.11 that all authorisations, consents, approvals, licences, exemptions or orders required from any governmental body or agency or other authorities and all other requirements for the legality, validity and enforceability of each of the Indentures and the Notes and the offering, issue, sale and delivery of the Notes have been duly obtained or fulfilled and are and will remain in full force and effect and that any conditions to which they are subject have been satisfied;

4.12 the legal, valid and binding nature of the obligations of each of the parties under the Indentures and the Notes under the laws of all jurisdictions, other than Singapore, and, in particular, that each of the Indentures and the Notes constitutes the legal, valid, binding and enforceable obligations of the parties thereto for all purposes under the laws of all jurisdictions, other than Singapore;

4.13 that (a) none of the parties to the Indentures nor any of their officers or employees has notice of any matter which would adversely affect the validity or regularity of the Resolutions and (b) the Resolutions were passed in accordance with the procedures set out in the Constitution of the Singapore Guarantor or, as the case may be, the Charter and have not been rescinded or modified and remain in full force and effect and that no other resolution or other action has been taken which may affect the validity or regularity of the Resolutions;

4.14 that all forms, returns, documents, instruments, exemptions or orders required to be lodged, filed, notified, advertised, recorded, registered or renewed with any governmental body or agency outside Singapore, at any time prior to, on or subsequent to the issue of the Notes, for the legality, validity and enforceability of each of the Indentures and the Notes and the offering, issue, sale and delivery of the Notes, have been or will be duly lodged, filed, notified, advertised, recorded, registered or renewed and that any conditions in relation to such lodgement, filing, notification, advertisement, recording, registration or renewal have been or will be duly satisfied;

4.15 that in respect of any sale, offer or other dealings in respect of the Notes in Singapore, there are no such sales, offers or other dealings by persons who are not licensed to carry on the business of dealing in securities (including the Notes) in Singapore or who are not exempt from such licensing requirements;

4.16 that no party to any of the Indentures is, or will be, engaging in or aware of misleading or unconscionable conduct or improper conduct or seeking to conduct any relevant transaction or associated activity in a manner or for a purpose not evident on the face of the Indentures or the Notes which might render the Indentures or the Notes or any relevant transaction or associated activity illegal, void or voidable, irregular or invalid;

4.17 that the choice of the laws of the State of New York as the governing law of each of the Indentures and the Notes has been made in good faith and will be regarded as a valid and binding selection which will be upheld in the courts of such jurisdiction as a matter of the laws of such jurisdiction and all other relevant laws (other than the laws of Singapore);

4.18 that each of the Indentures and the Notes has the same meaning and effect under the laws of the State of New York as it would have if it were interpreted under Singapore law by a court;

4.19 that there are no dealings between the parties to any of the Indentures or the Notes that affect any of the Indentures or the Notes;

4.20 that there are no provisions of the laws of any jurisdiction outside Singapore which would have any implication for the opinions we express and, insofar as the laws of any jurisdiction outside Singapore may be relevant, such laws have been or will be complied with;

4.21 that when each party to the Indentures and the Notes entered into the transactions contemplated by the Indentures and the Notes:

(a) it was solvent and able to pay its debts (including contingent and prospective liabilities) (and would not become insolvent or unable to pay its debts (including contingent and prospective liabilities) within the meaning of Section 100(4) of the Bankruptcy Act, Chapter 20 of Singapore as a result of such transactions); and

(b) the transactions contemplated in each of the Indentures and the Notes did not involve any undervaluation by it;

4.22 that no director of the Singapore Guarantor has an interest in the transactions contemplated by each of the Indentures and the Notes; and

4.23 the correctness of all facts stated in the Indentures and the Registration Statement.

5. Based upon and subject to the foregoing, and subject to the qualifications set forth below and any matters not disclosed to us, we are of the opinion that:

5.1 as at the date of this opinion, the Singapore Guarantor is a company incorporated and existing under the Companies Act, Chapter 50 of Singapore. The ACRA Searches and the Court Searches revealed no application for or order or resolution for the winding-up of the Singapore Guarantor and no notice of appointment of a receiver or judicial manager for the Singapore Guarantor. Notice of a winding-up order made or resolution passed or a receiver or judicial manager appointed may not be filed at the ACRA immediately;

5.2 the Singapore Guarantor has taken all necessary corporate action required under the laws of Singapore to authorise the execution and delivery of the Guarantees, and the performance by it of its obligations under the Guarantees; and

5.3 assuming that each of the Guarantees is valid, binding and enforceable under the laws of the State of New York, there is no reason so far as Singapore law is concerned why, in any action in the Singapore courts where the laws of the State of New York as the governing law of any of the Guarantees is pleaded and proved, the obligations under the relevant Guarantee of the Singapore Guarantor would not be enforceable against the Singapore Guarantor.

6. The term "**enforceable**" as used above means that the obligations assumed or to be assumed by the Singapore Guarantor under each of the Indentures and the Notes are of a type which the Singapore courts enforce. It does not mean that those obligations will necessarily be enforced in all circumstances in accordance with their terms. In particular:

6.1 enforcement of the obligations of the Singapore Guarantor under each of the Indentures and the Notes may be affected by prescription or lapse of time, bankruptcy, insolvency, liquidation, reorganisation, reconstruction and other laws of general application relating to or affecting the rights of creditors;

6.2 enforcement may be limited by general principles of equity – for example, equitable remedies may not be available where damages are considered to be an adequate remedy;

6.3 claims may become barred under the Limitation Act, Chapter 163 of Singapore or may be or become subject to defences of set-off or counterclaim; and

6.4 where obligations are to be performed in a jurisdiction outside Singapore, they may not be enforceable in Singapore to the extent that performance would be illegal or contrary to public policy under the laws of that jurisdiction.

7. In addition, this opinion is subject to the following qualifications:

7.1 we express no opinion as to whether or not the obligations undertaken by any Issuer or Guarantor under any of the Indentures or the Notes constitute financial assistance under Section 76 of the Companies Act;

7.2 any provision in the Indentures or the Notes providing for the payment of additional or an increased rate of interest may not be enforceable if any such provisions amount to a penalty under Singapore law;

7.3 any provision in the Indentures or the Notes which involves an indemnity for the costs of litigation is subject to the discretion of the Singapore court to decide whether and to what extent a party to the litigation should be awarded the costs incurred by it in connection with the litigation;

7.4 where a party is to perform an obligation in a place other than Singapore, a court will not enforce that obligation to the extent that its performance would be illegal or contrary to public policy under the laws of that place;

7.5 provisions in each of the Indentures and the Notes as to severability may not be binding under the laws of Singapore and the question of whether or not provisions which are illegal, invalid or unenforceable may be severed from other provisions in order to save such other provisions depends on the nature of the illegality, invalidity or unenforceability in question and would be determined by a Singapore court at its discretion;

7.6 a Singapore court may refuse to give effect to clauses in any of the Indentures or the Notes in respect of the costs of unsuccessful litigation brought before a Singapore court or where the court has itself made an order for costs;

7.7 any term of an agreement may be amended orally by all the parties notwithstanding any provisions to the contrary in any of the Indentures or the Notes;

7.8 this opinion is given on the basis that there has been, and will be, no amendment to or termination or replacement of the documents, authorisations and approvals referred to in paragraphs 2 and 4 of this opinion and on the basis of the laws of Singapore in force as at the date of this opinion. This opinion is also given on the basis that we undertake no responsibility to notify any addressee of this opinion of any change in the laws of Singapore after the date of this opinion;

7.9 where under any of the Indentures or the Notes, any person is vested with a discretion or may determine a matter according to its opinion, Singapore law may require that such discretion is exercised reasonably or that such opinion is based upon reasonable grounds;

7.10 a Singapore court may stay proceedings if concurrent proceedings are brought elsewhere;

7.11 we give no opinion on tax matters and in particular give no opinion on the tax consequences of any transaction contemplated by any of the Indentures or the Notes or any related document;

7.12 duties to enter into negotiations and further agreements (including but not limited to those in relation to any of the Indentures or the Notes and any other documents which are currently contemplated or which have been entered into but which are incomplete) in due course may not be effectively enforceable;

7.13 a certificate, determination, notification or opinion from or by any party to any of the Indentures and the Notes as to any matter provided for in any of the Indentures may be held by the Singapore courts not to be conclusive if it could be shown to have an unreasonable or arbitrary basis or in the event of manifest error;

7.14 any provision of the Indentures or the Notes providing that certain calculations and/or certifications will be conclusive and binding (a) will not be effective if such calculations and/or certifications are fraudulent, incorrect, unreasonable, arbitrary, or shown not to have been given or made in good faith and (b) will not necessarily prevent judicial enquiry into the merits of any claim by an aggrieved party;

7.15 the enforcement in Singapore of any of the Indentures or the Notes and of foreign judgments will be subject to Singapore rules of civil procedure;

7.16 under general principles of Singapore law, except as may be provided for under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, a person who is not a contracting party to an agreement is not entitled to the benefits of the agreement and may not enforce the agreement;

7.17 we express no opinion on the irrevocability of the appointment of an agent to accept services of process; and

7.18 we express no opinion on the enforceability of the choice of the laws of the State of New York to govern non-contractual obligations under the Indentures.

8. As the primary purpose of our professional engagement was not to establish or confirm factual matters or financial, accounting or statistical matters and because of the wholly or partially non-legal character of many of the statements contained in the Registration Statement, we express no opinion or belief on and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Registration Statement and we make no representation that we have independently verified the accuracy, completeness or fairness of such statements. Without limiting the foregoing, we express no belief and assume no responsibility for, and have not independently verified the accuracy, completeness or fairness of the financial statements and schedules and other financial and statistical data included or incorporated in the Registration Statement, and we have not examined the accounting, financial or statistical records from which such financial statements, schedules and data are derived.

9. This opinion is addressed to you solely for your own benefit in relation to and solely in respect of the Indentures and the Notes. This opinion is strictly limited to the matters stated herein, and is not to be read as extending by implication to any other matter or document in connection with any of the Indentures or the Notes, any other document mentioned in any of the Indentures or the Notes or otherwise, including, but without limitation, any other document signed in connection with any of the Indentures or the Notes. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to our name under the caption “Legal Matters” in the prospectus which is a part of the Registration Statement. By the giving of this consent, we do not admit that we are “experts” within the meaning of Section 11 of the Act or within the category of persons whose consent is required by Section 7 of the Act or the rules or regulations of the United States Securities and Exchange Commission. Except as otherwise stated in this paragraph, this opinion is not to be circulated to, nor is it to be relied upon by, any other person or quoted or referred to in any public document or filed with any governmental body or agency or other person without our prior written consent.

Yours faithfully

/s/ Allen & Gledhill LLP

Allen & Gledhill LLP

MAPLES

Our ref: LJS/705023-000001/53337370v5

Broadcom Cayman Finance Limited

Broadcom Corporation

c/o Broadcom Limited

1 Yishun Avenue 7

Singapore 768923

21 December 2017

Dear Sirs

Broadcom Cayman Finance Limited

We have acted as counsel as to Cayman Islands law to Broadcom Cayman Finance Limited (the "**Company**"), a Cayman Islands exempted limited company, in connection with the issue by the Company, together with Broadcom Corporation, a California corporation, as co-issuer (the "**Co-Issuer**"), of $2,750,000,000 aggregate principal amount of 2.375% senior notes due 2020 (the "**2020 Notes**"); $3,500,000,000 aggregate principal amount of 3.000% senior notes due 2022 (the "**2022 Notes**"); $2,500,000,000 aggregate principal amount of 3.625% senior notes due 2024 (the "**2024 Notes**"); $4,800,000,000 aggregate principal amount of 3.875% senior notes due 2027 (the "**2027 Notes**"); $750,000,000 aggregate principal amount of 2.200% senior notes due 2021 (the "**2021 Notes**"); $1,000,000,000 aggregate principal amount of 2.650% senior notes due 2023 (the "**2023 Notes**"); $1,000,000,000 aggregate principal amount of 3.125% senior notes due 2025 (the "**2025 Notes**") and $1,250,000,000 aggregate principal amount of 3.500% senior notes due 2028 (the "**2028 Notes**" and, collectively with the 2020 Notes, the 2022 Notes, the 2024 Notes, the 2027 Notes, the 2021 Notes, the 2023 Notes and the 2025 Notes, the "**Notes**").

1 Documents Reviewed

We have reviewed originals, copies, drafts or conformed copies of the following documents:

1.1 The certificate of incorporation dated 25 May 2015, the certificate of incorporation on change of name dated 6 January 2017 and the amended and restated memorandum and articles of association of the Company as adopted on 6 January 2017 (the "**Memorandum and Articles**").

Maples and Calder
PO Box 309 Ugland House Grand Cayman KY1-1104 Cayman Islands
Tel +1 345 949 8066 Fax +1 345 949 8080 maplesandcalder.com

1.2 The written resolutions of the board of directors of the Company dated 10 October 2017 (the "**Resolutions**") and the corporate records of the Company maintained at its registered office in the Cayman Islands.

1.3 A certificate from a director of the Company, a copy of which is attached to this opinion letter (the "**Director's Certificate**").

2 Assumptions

The following opinions are given only as to, and based on, circumstances and matters of fact existing and known to us on the date of this opinion letter. These opinions only relate to the laws of the Cayman Islands which are in force on the date of this opinion letter. In giving the following opinions, we have relied (without further verification) upon the completeness and accuracy, as at the date of this opinion letter, of the Director's Certificate. We have also relied upon the following assumptions, which we have not independently verified:

2.1 The Notes have been or will be authorised and duly executed, unconditionally delivered and, if applicable, authenticated by or on behalf of all relevant parties in accordance with all relevant laws (other than, with respect to the Company, the laws of the Cayman Islands).

2.2 The Notes are, or will be, legal, valid, binding and enforceable against all relevant parties in accordance with their terms under the laws of the State of New York (the "**Relevant Law**") and all other relevant laws (other than, with respect to the Company, the laws of the Cayman Islands).

2.3 The choice of the Relevant Law as the governing law of the Notes has been made in good faith and, in the case of the Notes, would be regarded as a valid and binding selection which will be upheld by the courts of the State of New York and any other relevant jurisdiction (other than the Cayman Islands) (the "**Relevant Jurisdictions**") as a matter of the Relevant Law and all other relevant laws (other than the laws of the Cayman Islands).

2.4 Where a Note has been provided to us in draft or undated form, they will be duly executed, dated and unconditionally delivered by all parties thereto in materially the same form as the last version provided to us and, where we have been provided with successive drafts of a Note marked to show changes to a previous draft, all such changes have been accurately marked.

2.5 Copies of documents, conformed copies or drafts of documents provided to us are true and complete copies of, or in the final forms of, the originals, and translations of documents provided to us are complete and accurate.

2.6 All signatures, initials and seals are genuine.

2.7 The capacity, power, authority and legal right of all parties under all relevant laws and regulations (other than, with respect to the Company, the laws and regulations of the Cayman Islands) to enter into, execute, unconditionally deliver and perform their respective obligations under the Notes.

2.8 There is no contractual or other prohibition or restriction (other than as arising under Cayman Islands law) binding on the Company prohibiting or restricting it from entering into and performing its obligations under the Notes.

2.9 No monies paid to or for the account of any party under the Notes represent or will represent criminal property or terrorist property (as defined in the Proceeds of Crime Law (2017 Revision) and the Terrorism Law (2017 Revision), respectively).

2.10 None of the shares, interests, rights or obligations, if any, which are directly or indirectly the subject of the transactions contemplated by the Notes (the "**Applicable Interests**") is currently or will be subject to or affected by any restrictions notice issued pursuant to the Companies Law (2016 Revision) (the "**Companies Law**") or the Limited Liability Companies Law, 2016 ("**LLC Law**") (a "**Restrictions Notice**").

2.11 There is nothing under any law (other than the laws of the Cayman Islands) which would or might affect the opinions set out below. Specifically, we have made no independent investigation of the Relevant Law.

3 Opinions

Based upon, and subject to, the foregoing assumptions and the qualifications set out below, and having regard to such legal considerations as we deem relevant, we are of the opinion that:

3.1 The Company has all the requisite capacity, power and authority under the Memorandum and Articles to enter into, execute and perform its obligations under the Notes and to issue the Notes.

3.2 The issue of the Notes by the Company, do not and the performance by the Company of its obligations thereunder will not, conflict with or result in a breach of any of the terms or provisions of the Memorandum and Articles or any law, public rule or regulation applicable to the Company currently in force in the Cayman Islands.

3.3 The Notes have been duly authorised by the Company and when the Notes are signed in facsimile or manually by an authorised signatory of the Company and, delivered in accordance with applicable terms, the Notes will be duly executed, issued and delivered and the Notes will constitute the legal, valid and binding obligations of the Company enforceable in accordance with their respective terms.

4 Qualifications

The opinions expressed above are subject to the following qualifications:

4.1 The obligations assumed by the Company under the Notes will not necessarily be enforceable in all circumstances in accordance with their terms. In particular:

(a) enforcement may be limited by bankruptcy, insolvency, liquidation, reorganisation, readjustment of debts or moratorium or other laws of general application relating to or affecting the rights of creditors;

(b) enforcement may be limited by general principles of equity. For example, equitable remedies such as specific performance may not be available, *inter alia*, where damages are considered to be an adequate remedy;

(c) some claims may become barred under relevant statutes of limitation or may be or become subject to defences of set off, counterclaim, estoppel and similar defences;

(d) where obligations are to be performed in a jurisdiction outside the Cayman Islands, they may not be enforceable in the Cayman Islands to the extent that performance would be illegal under the laws of that jurisdiction;

(e) the courts of the Cayman Islands have jurisdiction to give judgment in the currency of the relevant obligation and statutory rates of interest payable upon judgments will vary according to the currency of the judgment. If the Company becomes insolvent and is made subject to a liquidation proceeding, the courts of the Cayman Islands will require all debts to be proved in a common currency, which is likely to be the "functional currency" of the Company determined in accordance with applicable accounting principles. Currency indemnity provisions have not been tested, so far as we are aware, in the courts of the Cayman Islands;

(f) arrangements that constitute penalties will not be enforceable;

(g) enforcement may be prevented by reason of fraud, coercion, duress, undue influence, misrepresentation, public policy or mistake or limited by the doctrine of frustration of contracts;

(h) provisions imposing confidentiality obligations may be overridden by compulsion of applicable law or the requirements of legal and/or regulatory process;

(i) the courts of the Cayman Islands may decline to exercise jurisdiction in relation to substantive proceedings brought under or in relation to the Transaction Documents and the Notes in matters where they determine that such proceedings may be tried in a more appropriate forum;

(j) any provision in an agreement which is governed by Cayman Islands law purporting to impose obligations on a person who is not a party to such agreement (a "**third party**") is unenforceable against that third party. Any provision in an agreement which is governed by Cayman Islands law purporting to grant rights to a third party is unenforceable by that third party, except to the extent that such agreement expressly provides that the third party may, in its own right, enforce such rights (subject to and in accordance with the Contracts (Rights of Third Parties) Law, 2014 of the Cayman Islands);

(k) any provision of a document which is governed by Cayman Islands law which expresses any matter to be determined by future agreement may be void or unenforceable;

(l) we reserve our opinion as to the enforceability of the relevant provisions of the Notes to the extent that they purport to grant exclusive jurisdiction as there may be circumstances in which the courts of the Cayman Islands would accept jurisdiction notwithstanding such provisions;

(m) a company cannot, by agreement or in its articles of association, restrict the exercise of a statutory power and there is doubt as to the enforceability of any provision in the Notes whereby the Company covenants to restrict the exercise of powers specifically given to it under the Companies Law, including, without limitation, the power to increase its authorised share capital, amend its memorandum and articles of association or present a petition to a Cayman Islands court for an order to wind up the Company; and

(n) enforcement may be prohibited if any Applicable Interest is or in the future becomes either subject to, or otherwise affected by, a Restrictions Notice.

4.2 Applicable court fees will be payable in respect of the enforcement of the Notes.

4.3 Cayman Islands stamp duty may be payable if the original Notes are brought to or executed in the Cayman Islands.

4.4 Under the laws of the Cayman Islands any term of a document which is governed by Cayman Islands law may be amended or waived orally or by the conduct of the parties thereto, notwithstanding any provision to the contrary contained in the relevant document.

4.5 The obligations of the Company may be subject to restrictions pursuant to United Nations sanctions as implemented under the laws of the Cayman Islands and/or restrictive measures adopted by the European Union Council for Common Foreign and Security Policy extended to the Cayman Islands by the Order of Her Majesty in Council.

4.6 A certificate, determination, calculation or designation of any party to the Notes as to any matter provided therein might be held by a Cayman Islands court not to be conclusive final and binding if, for example, it could be shown to have an unreasonable or arbitrary basis, or in the event of manifest error.

4.7 We reserve our opinion as to the extent to which the courts of the Cayman Islands would, in the event of any relevant illegality or invalidity, sever the relevant provisions of the Notes and enforce the remainder of the Notes or the transaction of which such provisions form a part, notwithstanding any express provisions in the Notes in this regard.

4.8 We express no opinion as to the meaning, validity or effect of any references to foreign (i.e. non-Cayman Islands) statutes, rules, regulations, codes, judicial authority or any other promulgations and any references to them in the Notes.

We express no view as to the commercial terms of the Notes or whether such terms represent the intentions of the parties and make no comment with regard to warranties or representations which may be made by the Company.

The opinions in this opinion letter are strictly limited to the matters contained in the opinions section above and do not extend to any other matters. We have not been asked to review and we therefore have not reviewed any of the ancillary documents relating to the Notes and express no opinion or observation upon the terms of any such document.

We hereby consent to the filing of this opinion as an exhibit to a registration statement on Form S-4 as filed with the Securities and Exchange Commission on 21 December 2017 (the "**Registration Statement**") and to the reference to our firm under the heading "Legal Matters" in the prospectus included in the Registration Statement. In providing our consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

This opinion is addressed to you and may be relied upon by you and your counsel. The opinions in this opinion letter are limited to the matters detailed herein and are not to be read as opinions with respect to any other matter.

Yours faithfully
/s/ Maples and Calder

Maples and Calder

Broadcom Cayman Finance Limited
PO Box 309, Ugland House
Grand Cayman
KY1-1104
Cayman Islands

21 December 2017

To: Maples and Calder
PO Box 309, Ugland House
Grand Cayman
KY1-1104
Cayman Islands

Dear Sirs

Broadcom Cayman Finance Limited (the "**Company**")

I, the undersigned, being a director of the Company, am aware that you are being asked to provide an opinion letter (the "**Opinion**") in relation to certain aspects of Cayman Islands law. Unless otherwise defined herein, capitalised terms used in this certificate have the respective meanings given to them in the Opinion. I hereby certify that:

1 The Memorandum and Articles remain in full force and effect and are unamended.

2 The Resolutions were duly passed in the manner prescribed in the Memorandum and Articles (including, without limitation, with respect to the disclosure of interests (if any) by directors of the Company) and have not been amended, varied or revoked in any respect.

3 The shareholders of the Company (the "**Shareholders**") have not restricted the powers of the directors of the Company in any way.

4 The directors of the Company at the date of the Resolutions and at the date of this certificate were and are as follows: Mark Brazeal, Hock E. Tan and Thomas Harry Krause, Jr..

5 The directors anticipated and intended for the authorisation, issue, execution and delivery of the Notes relating to the Exchange Offer (as defined in the Resolutions) to be included in the authorisations set out in the Resolutions and, accordingly, the directors have authorised the Exchange Offer and the issue, execution and delivery of the Notes under the Resolutions, in particular pursuant to resolution 1.7 (g) and 1.7(h) of the Resolutions.

6 The minute book and corporate records of the Company as maintained at its registered office in the Cayman Islands and made available to you are complete and accurate in all material respects, and all minutes and resolutions filed therein represent a complete and accurate record of all meetings of the Shareholders and directors (or any committee thereof) of the Company (duly convened in accordance with the Memorandum and Articles) and all resolutions passed at the meetings or passed by written resolution or consent, as the case may be.

7 Prior to, at the time of, and immediately following the execution of the Notes the Company was, or will be, able to pay its debts as they fell, or fall, due and has entered, or will enter, into the Notes for proper value and not with an intention to defraud or wilfully defeat an obligation owed to any creditor or with a view to giving a creditor a preference.

8 Each director considers the transactions contemplated by the issue of the Notes to be of commercial benefit to the Company and has acted in good faith in the best interests of the Company, and for a proper purpose of the Company, in relation to the transactions which are the subject of the Opinion.

9 None of the Applicable Interests is currently subject to or affected by a Restrictions Notice.

10 To the best of my knowledge and belief, having made due inquiry, the Company is not the subject of legal, arbitral, administrative or other proceedings in any jurisdiction. Nor have the directors or Shareholders taken any steps to have the Company struck off or placed in liquidation, nor have any steps been taken to wind up the Company. Nor has any receiver been appointed over any of the Company's property or assets.

11 The Company is not a central bank, monetary authority or other sovereign entity of any state and is not a subsidiary, direct or indirect, of any sovereign entity or state.

12 The Company has no employees.

I confirm that you may continue to rely on this certificate as being true and correct on the day that you issue the Opinion unless I shall have previously notified you in writing personally to the contrary.

Signature: /s/ Thomas H. Krause, Jr.

Name: Thomas H. Krause, Jr.

Title: Director

MAPLES

Our ref: LJS/705023-000001/53337813v3

Broadcom Cayman Finance Limited

Broadcom Corporation

c/o Broadcom Limited

1 Yishun Avenue 7

Singapore 768923

21 December 2017

Dear Sirs

Broadcom Cayman L.P.

We have acted as counsel as to Cayman Islands law to Broadcom Cayman L.P. (the "**Partnership**"), a Cayman Islands exempted limited partnership, and to Broadcom Limited, a foreign company incorporated or established in Singapore, in its capacity as general partner to the Partnership (the "**General Partner**") in connection with the entry by the Partnership into the Transaction Documents (as defined below).

1 Documents Reviewed

We have reviewed originals, copies, drafts or conformed copies of the following documents:

1.1 The certificate of registration dated 26 May 2015 and the certificate of registration on change of name dated 1 February 2016 of the General Partner as a foreign company under Part IX of the Companies Law (2016 Revision) (the "**Companies Law**").

1.2 The certificate of registration dated 27 May 2015 and the certificate of change of name of an exempted limited partnership dated 1 February 2016 of the Partnership as an exempted limited partnership under section 9 of the Exempted Limited Partnership Law, 2014 (the "**Law**").

1.3 The statement signed on behalf of the General Partner pursuant to section 9(1) of the Law relating to the Partnership and the statements filed under section 10 of the Law.

1.4 Copies of the partnership records of the Partnership maintained at its registered office in the Cayman Islands.

1.5 The amended and restated exempted limited partnership agreement dated 1 February 2016 between the General Partner and each of the limited partners named therein (the "**Limited Partners**") (the "**Partnership Agreement**").

1.6 A certificate of the General Partner, a copy of which is attached to this opinion letter (the "**General Partner's Certificate**").

1.7 The transaction documents entered into or to be entered into by the Partnership and listed in the Schedule (the "**Transaction Documents**").

2 Assumptions

The following opinions are given only as to, and based on, circumstances and matters of fact existing and known to us on the date of this opinion letter. These opinions only relate to the laws of the Cayman Islands which are in force on the date of this opinion letter. In giving the following opinions, we have relied (without further verification) upon the completeness and accuracy, as at the date of this opinion letter, of the General Partner's Certificate. We have also relied upon the following assumptions, which we have not independently verified:

2.1 The existence and good standing of the General Partner as a foreign company incorporated in Singapore and the due authorisation, execution and unconditional delivery of (i) the Partnership Agreement by the General Partner; and (ii) the Transaction Documents by the General Partner on behalf of the Partnership, in each case as a matter of Singapore law and all other relevant laws (other than the laws of the Cayman Islands).

2.2 The Partnership Agreement and the Transaction Documents have been or, as the case may be, will be authorised and duly executed and unconditionally delivered by or on behalf of all relevant parties in accordance with all relevant laws (other than, with respect to the General Partner and the Partnership, the laws of the Cayman Islands).

2.3 The Partnership Agreement has not been amended, varied, waived or supplemented.

2.4 The Transaction Documents are, or will be legal, valid, binding and enforceable against all relevant parties in accordance with their terms under the laws of the State of New York (the "**Relevant Law**") and all other relevant laws (other than, with respect to the Partnership, the laws of the Cayman Islands).

2.5 The choice of the Relevant Law as the governing law of the Transaction Documents has been made in good faith and would be regarded as a valid and binding selection which will be upheld by the courts of the State of New York (the "**Relevant Jurisdiction**") and any other relevant jurisdiction (other than the Cayman Islands) as a matter of the Relevant Law and all other relevant laws (other than the laws of the Cayman Islands).

2.6 The choice of Cayman Islands law as the governing law of the Partnership Agreement has been made in good faith.

2.7 Where a Transaction Document has been provided to us in draft or undated form, it will be duly executed, dated and unconditionally delivered by all parties thereto in materially the same form as the last version provided to us and, where we have been provided with successive drafts of a Transaction Document marked to show changes to a previous draft, all such changes have been accurately marked.

2.8 Copies of documents, conformed copies or drafts of documents provided to us are true and complete copies of, or in the final forms of, the originals, and translations of documents provided to us are complete and accurate.

2.9 All signatures, initials and seals are genuine.

2.10 Each party has the capacity, power, authority and legal right under all relevant laws and regulations (other than, with respect to the General Partner and the Partnership, the laws and regulations of the Cayman Islands) to enter into, execute, unconditionally deliver and perform their respective obligations under the Partnership Agreement and the Transaction Documents.

2.11 There is no contractual or other prohibition or restriction (other than as arising under Cayman Islands law) binding on the Partnership or the General Partner prohibiting or restricting each of them from entering into and performing their obligations under the Transaction Documents.

2.12 The General Partner has not entered into any mortgages or charges over the property or accounts of the Partnership other than as contemplated by the Transaction Documents.

2.13 No monies paid to or for the account of any party under the Transaction Documents represent or will represent criminal property or terrorist property (as defined in the Proceeds of Crime Law (2017 Revision) and the Terrorism Law (2015 Revision), respectively).

2.14 At all times the affairs of each of the General Partner and the Partnership have been conducted in accordance with the Partnership Agreement.

2.15 The transactions contemplated by the Transaction Documents do not breach the conditions contained within the Partnership Agreement.

2.16 All necessary consents have been given, actions taken and conditions met or validly waived pursuant to the Partnership Agreement and the Transaction Documents.

2.17 None of the shares, interests, rights or obligations, if any, which are directly or indirectly the subject of the transactions contemplated by the Transaction Documents and the Partnership Agreement (the "**Applicable Interests**") is currently or will be subject to or affected by any restrictions notice issued pursuant to the Companies Law or the Limited Liability Companies Law, 2016 ("**LLC Law**") (a "**Restrictions Notice**").

2.18 There is nothing under any law (other than the laws of the Cayman Islands) which would or might affect the opinions set out below. Specifically, we have made no independent investigation of the Relevant Law or the laws of the jurisdictions in which the General Partner and the Limited Partners are registered or incorporated or established.

3 Opinions

Based upon, and subject to, the foregoing assumptions and the qualifications set out below, and having regard to such legal considerations as we deem relevant, we are of the opinion that:

3.1 The Partnership has all requisite capacity, power and authority under the Partnership Agreement to enter into, execute and perform its obligations under the Transaction Documents.

3.2 The execution and delivery of the Transaction Documents do not, and the performance by the Partnership of its obligations under the Transaction Documents will not, conflict with or result in a breach of any of the terms or provisions of the Partnership Agreement or any law, public rule or regulation applicable to the General Partner or the Partnership currently in force in the Cayman Islands.

3.3 The execution, delivery and performance of the Transaction Documents have been authorised in accordance with the provisions of the Partnership Agreement and upon the execution and unconditional delivery of the Transaction Documents by an authorised signatory for and on behalf of the General Partner acting in its capacity as general partner of the Partnership, the Transaction Documents will have been duly executed and delivered by the Partnership and will constitute the legal, valid and binding obligations of the Partnership enforceable in accordance with their terms.

4 Qualifications

The opinions expressed above are subject to the following qualifications:

4.1 The obligations assumed by the Partnership under the Transaction Documents will not necessarily be enforceable in all circumstances in accordance with their terms. In particular:

(a) enforcement may be limited by bankruptcy, insolvency, liquidation, reorganisation, readjustment of debts or moratorium or other laws of general application relating to or affecting the rights of creditors;

(b) enforcement may be limited by general principles of equity. For example, equitable remedies such as specific performance may not be available, inter alia, where damages are considered to be an adequate remedy;

(c) some claims may become barred under relevant statutes of limitation or may be or become subject to defences of set off, counterclaim, estoppel and similar defences;

(d) where obligations are to be performed in a jurisdiction outside the Cayman Islands, they may not be enforceable in the Cayman Islands to the extent that performance would be illegal under the laws of that jurisdiction;

(e) the courts of the Cayman Islands have jurisdiction to give judgment in the currency of the relevant obligation and statutory rates of interest payable upon judgments will vary according to the currency of the judgment. If the Partnership becomes insolvent or the partners are made subject to an insolvency proceeding, the courts of the Cayman Islands will require all debts to be proved in a common currency, which is likely to be the “functional currency” of the Partnership determined in accordance with applicable accounting principles. Currency indemnity provisions have not been tested, so far as we are aware, in the courts of the Cayman Islands;

(f) arrangements that constitute penalties will not be enforceable;

(g) enforcement may be prevented by reason of fraud, coercion, duress, undue influence, misrepresentation, public policy or mistake or limited by the doctrine of frustration of contracts;

(h) provisions imposing confidentiality obligations may be overridden by compulsion of applicable law or the requirements of legal and/or regulatory process;

(i) the courts of the Cayman Islands may decline to exercise jurisdiction in relation to substantive proceedings brought under or in relation to the Transaction Documents in matters where they determine that such proceedings may be tried in a more appropriate forum;

(j) any provision in a Transaction Document which is governed by Cayman Islands law purporting to impose obligations on a person who is not a party to such Transaction Document (a "**third party**") is unenforceable against that third party. Any provision in a Transaction Document which is governed by Cayman Islands law purporting to grant rights to a third party is unenforceable by that third party, except to the extent that such Transaction Document expressly provides that the third party may, in its own right, enforce such rights (subject to and in accordance with the Contracts (Rights of Third Parties) Law, 2014 of the Cayman Islands);

(k) any provision of a Transaction Document which is governed by Cayman Islands law which expresses any matter to be determined by future agreement may be void or unenforceable;

(l) we reserve our opinion as to the enforceability of the relevant provisions of the Transaction Documents to the extent that they purport to grant exclusive jurisdiction as there may be circumstances in which the courts of the Cayman Islands would accept jurisdiction notwithstanding such provisions; and

(m) enforcement may be prohibited if any Applicable Interest is or in the future becomes either subject to, or otherwise affected by, a Restrictions Notice.

4.2 Applicable court fees will be payable in respect of the enforcement of the Transaction Documents.

4.3 Cayman Islands stamp duty may be payable if the original Transaction Documents are brought to or executed in the Cayman Islands.

4.4 Notwithstanding registration, an exempted limited partnership is not a separate legal person distinct from its partners. An exempted limited partnership must act through its general partner and all agreements and contracts must be entered into by or on behalf of the general partner (or any agent or delegate of the general partner) on behalf of the exempted limited partnership. References in this opinion to the "Partnership" taking any action (including executing any agreements) should be construed accordingly.

4.5 The Partnership is not required to maintain a register of security interests in respect of the security interests created by the Partnership under the Transaction Documents. We are not qualified to advise as to whether the General Partner must make any registrations in its jurisdictions of incorporation, establishment or formation in respect of any such secured property.

4.6 To maintain the General Partner and the Partnership in good standing with the Registrar of Companies and the Registrar of Exempted Limited Partnerships under the laws of the Cayman Islands, annual filing fees must be paid and returns made to the Registrar of Companies and the Registrar of Exempted Limited Partnerships within the time frame prescribed by law.

4.7 Under the laws of the Cayman Islands any term of a Transaction Document which is governed by Cayman Islands law may be amended or waived orally or by the conduct of the parties thereto, notwithstanding any provision to the contrary contained in the relevant Transaction Document.

4.8 The obligations of the General Partner or the Partnership may be subject to restrictions pursuant to United Nations sanctions as implemented under the laws of the Cayman Islands and/or restrictive measures adopted by the European Union Council for Common Foreign and Security Policy extended to the Cayman Islands by the Order of Her Majesty in Council.

4.9 Under Cayman Islands law, agreements such as the Transaction Documents are effective from the date on which they are executed and delivered by all the parties to it, notwithstanding any prior "as of" date on their face.

4.10 In the case of an exempted limited partnership formed under the Law the general partner(s) are liable for partnership debts (i.e. debts validly contracted by them on behalf of the partnership) to the extent the partnership assets are insufficient to meet those debts, and the liability of the limited partners is limited to the extent provided in the Law. The general partner(s) of an exempted limited partnership (or any agent or delegate of the general partner(s)) enter into all agreements and contracts on behalf of the exempted limited partnership under general legal principles of agency as modified by the terms of the partnership agreement, the Law and the Partnership Law (2013 Revision). Under the terms of the Law, any right or property of the exempted limited partnership which is conveyed to or vested in or held either:

(a) on behalf of any one or more of the general partners; or

(b) in the name of the exempted limited partnership,

is an asset of the exempted limited partnership held upon trust in accordance with the terms of the Law.

4.11 A certificate, determination, calculation or designation of any party to the Partnership Agreement or the Transaction Documents as to any matter provided therein might be held by a Cayman Islands court not to be conclusive final and binding if, for example, it could be shown to have an unreasonable or arbitrary basis, or in the event of manifest error.

4.12 The dissolution of the Partnership will be subject to the provisions of and the procedures required by sections 36 or 37 of the Law.

4.13 We reserve our opinion as to the extent to which the courts of the Cayman Islands would, in the event of any relevant illegality or invalidity, sever the relevant provisions of the Transaction Documents and enforce the remainder of the Transaction Documents or the transaction of which such provisions form a part, notwithstanding any express provisions in the Transaction Documents in this regard.

4.14 We express no opinion as to the meaning, validity or effect of any references to foreign (i.e. non Cayman Islands) statutes, rules, regulations, codes, judicial authority or any other promulgations and any references to them in the Transaction Documents.

4.15 Legal proceedings against an exempted limited partnership may be instituted against any one or more of the general partner(s) and no limited partner shall be a party to or named in such proceedings unless the Grand Court of the Cayman Islands considers it just and equitable to join

in or otherwise institute proceedings against any one or more of the limited partners who may be liable in the circumstances contemplated in section 20(1) or section 34(1) of the Law.

We express no view as to the commercial terms of the Transaction Documents or whether such terms represent the intentions of the parties, and make no comment with regard to warranties or representations which may be made therein.

The opinions in this opinion letter are strictly limited to the matters contained in the opinions section above and do not extend to any other matters. We have not been asked to review and we therefore have not reviewed any of the ancillary documents relating to the Transaction Documents and express no opinion or observation upon the terms of any such document.

We hereby consent to the filing of this opinion as an exhibit to a registration statement on Form S-4 as filed with the Securities and Exchange Commission on 21 December 2017 (the "**Registration Statement**") and to the reference to our firm under the heading "Legal Matters" in the prospectus included in the Registration Statement. In providing our consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the Rules and Regulations of the Commission thereunder.

This opinion is addressed to you and may be relied upon by you and your counsel. The opinions in this opinion letter are limited to the matters detailed herein and are not to be read as opinions with respect to any other matter.

Yours faithfully
/s/ Maples and Calder

Maples and Calder

Schedule

Transaction Documents

1 The Indenture dated 19 January 2017, between, amongst others, the Partnership and the other guarantor named therein and the initial purchases party thereto and relating to the guarantee therein.

2 The Indenture dated 17 October 2017, between, amongst others, the Partnership and the other guarantor named therein and the initial purchases party thereto and relating to the guarantee therein.

Broadcom Limited
PO Box 309, Ugland House
Grand Cayman
KY1-1104, Cayman Islands

21 December 2017

To: Maples and Calder
PO Box 309, Ugland House
Grand Cayman
KY1-1104
Cayman Islands

Dear Sirs

Broadcom Cayman L.P. (the "**Partnership**")

I, the undersigned, being duly authorised on behalf of Broadcom Limited, the General Partner of the Partnership, am aware that you are being asked to provide an opinion letter (the "**Opinion**") in relation to certain aspects of Cayman Islands law. Unless otherwise defined herein, capitalised terms used in this certificate have the respective meanings given to them in the Opinion. I hereby certify that:

1 The Partnership Agreement remains in full force and effect and has not been terminated or amended in any way and no breaches of the Partnership Agreement have occurred. No event has occurred to effect the termination or dissolution or de-registration of the Partnership.

2 The General Partner is validly formed, existing and in good standing under the laws of Singapore and is the sole general partner of the Partnership.

3 The documents filed by the General Partner under section 184 of the Companies Law on 27 May 2015 are correct and unamended.

4 The General Partner has properly and validly authorised the execution of the Transaction Documents and any required resolutions and authorisations were duly adopted, are in full force and effect at the date of this certificate and have not been amended, varied or revoked in any respect.

5 The partnership records of the Partnership required to be maintained at its registered office in the Cayman Islands are complete and accurate in all material respects and all minutes and resolutions filed thereon represent a complete and accurate record of all meetings of the partners duly convened in accordance with the Partnership Agreement and all resolutions passed by written consent as the case may be.

6 The shareholders or members of the General Partner and the partners of the Partnership have not restricted the power of the General Partner or the Partnership in any manner relevant to the Transaction Documents.

7 Prior to, at the time of, and immediately following the execution of the Transaction Documents, the General Partner or the Partnership (as applicable) (a) was, or will be, able to pay (i) its debts as they fell, or fall, due; and (ii) Partnership debts as they fell, or fall, due out of partnership assets, and (b) the General Partner entered into or will enter into the Partnership Agreement and

the Transaction Documents to which it is, or shall be, a party for proper value and not with an intention to defraud or wilfully defeat an obligation owed to any creditor or with a view to giving a creditor a preference.

8 None of the Applicable Interests is currently subject to or affected by a Restrictions Notice.

9 To the best of my knowledge and belief, having made due inquiry, neither the General Partner nor the Partnership are subject to legal, arbitral, administrative or other proceedings in any jurisdiction and no such proceedings have been threatened against the Partnership or General Partner. No steps have been taken to commence the winding up, dissolution or de-registration of the General Partner nor have the directors, the members, the partners or the shareholders taken any steps to have the General Partner struck off or placed in liquidation. No steps have been taken to wind up, dissolve or de-register the Partnership. No receiver has been appointed over any of the General Partner's or the Partnership's property or assets.

10 The execution and delivery of each of the Transaction Documents do not breach or conflict with any other agreement to which the General Partner or the Partnership has entered into prior to or on the date of this certificate. The transactions contemplated in the Transaction Documents fall within the purpose of the Partnership Agreement and the General Partner has obtained all necessary consents on behalf of the Partnership. All preconditions to the obligations of the parties to the Transaction Documents have been or will be satisfied or duly waived and there has been or will be no breach of the terms of the Transaction Documents.

11 Neither the General Partner nor the Partnership is a central bank, monetary authority or other sovereign entity of any state and neither is a subsidiary, direct or indirect, of any sovereign entity or state.

12 The General Partner considers the transactions contemplated by the Transaction Documents to be of commercial benefit to the General Partner and the Partnership and has acted (i) in good faith; (ii) in the best interests of the General Partner; (iii) subject to any express provisions of the Partnership Agreement to the contrary, in the interests of the Partnership, and (iv) for a proper purpose of the General Partner and the Partnership, in relation to the transactions which are the subject of the Opinion.

13 The transactions described in the Transaction Documents (the "**Transactions**") are permitted under the investment objectives of the Partnership. All necessary consents have been given, actions taken and conditions met or validly waived in relation to the Transactions.

I confirm that you may continue to rely on this certificate as being true and correct on the day that you issue the Opinion unless I shall have previously notified you in writing personally to the contrary.

Signed: /s/ Thomas H. Krause, Jr.

Name: Thomas H. Krause, Jr.

Title: Authorised Signatory of General Partner

Exhibit 12.1

BROADCOM LIMITED AND BROADCOM CAYMAN L.P.

COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES

	Fiscal Year Ended				
	October 29, 2017	October 30, 2016	November 1, 2015	November 2, 2014	November 3, 2013
	(in millions, except ratio data)				
Fixed charges [1]:					
Interest expense	$ 430	$ 549	$ 169	$ 96	$ 1
Capitalized interest	23	17	5	2	—
Amortization of debt issuance costs and accretion of debt discount	24	36	22	14	1
Portion of rental expense representative of interest [2]	84	76	26	14	4
Total fixed charges	$ 561	$ 678	$ 222	$ 126	$ 6
Earnings:					
Income (loss) from continuing operations before income taxes	$ 1,825	$ (1,107)	$ 1,467	$ 342	$ 568
Fixed charges per above	561	678	222	126	6
Amortization of capitalized interest	1	1	—	—	—
Less: capitalized interest	(23)	(17)	(5)	(2)	—
Total earnings	$ 2,364	$ (445)	$ 1,684	$ 466	$ 574
Deficiency of earnings to fixed charges	—	$ (1,123)	—	—	—
Ratio of earnings to fixed charges	4.2	—	7.6	3.7	94.4

(1) For purposes of computing this ratio of earnings to fixed charges, “fixed charges” consist of interest expense on all indebtedness plus amortization of debt issuance costs and accretion of debt discount, capitalized interest and an estimate of interest expense within rental expense. “Earnings” consist of income (loss) from continuing operations before income taxes plus fixed charges and amortization of capitalized interest less capitalized interest.

(2) The Company uses one-third of rental expense as an estimation of the interest factor on its rental expense.

Broadcom Limited, Broadcom Cayman L.P.,

Broadcom Cayman Finance Limited and Broadcom Corporation

List of Subsidiaries

As of October 29, 2017

Name of Subsidiary	Country of Incorporation
Agere Systems LLC	Delaware (U.S.A.)
AT Luxembourg S.a. r.l. ǂ	Luxembourg
Avago Technologies Cayman Holdings Ltd ± ǂ	Cayman Islands
Avago Technologies Cayman Ltd. ǂ	Cayman Islands
Avago Technologies Finance Pte. Ltd. ǂ	Singapore
Avago Technologies General IP (Singapore) Pte. Ltd. ǂ	Singapore
Avago Technologies Holdings B.V. ǂ	Netherlands
Avago Technologies International Sales Pte. Limited ǂ	Singapore
Avago Technologies Manufacturing (Singapore) Pte. Ltd. ǂ	Singapore
Avago Technologies U.S. Inc.	Delaware (U.S.A.)
Avago Technologies Wireless (U.S.A.) Manufacturing LLC	Delaware (U.S.A.)
BC Luxembourg S.a r.l. ǂ	Luxembourg
Broadcom Asia Distribution Pte. Ltd.	Singapore
Broadcom Bermuda LP	Bermuda
Broadcom Cayman Finance Limited ± ǂ	Cayman Islands
Broadcom Cayman L.P.† ± ǂ	Cayman Islands
Broadcom Cayman Limited	Cayman Islands
Broadcom Communications Bermuda Limited	Bermuda
Broadcom Communications Netherlands B.V.	Netherlands
Broadcom Corporation ǂ	California (U.S.A.)
Broadcom Distribution Unlimited Company	Ireland
Broadcom International Limited	Cayman Islands
Broadcom International LLC	Delaware (U.S.A.)
Broadcom International Pte. Ltd.	Singapore
Broadcom Europe Limited	England
Broadcom Netherlands B.V.	Netherlands
Broadcom Products Unlimited Company	Ireland
Broadcom Singapore Pte Ltd.	Singapore
Broadcom UK Ltd.	Delaware (U.S.A.)
CMK LLC	Delaware (U.S.A.)
Cyoptics, Inc.	Delaware (U.S.A.)
Emulex Corporation	California (U.S.A.)
Global Locate, Inc.	Delaware (U.S.A.)
LSI Corporation	Delaware (U.S.A.)
LSI Logic HK Holdings ǂ	Cayman Islands
LSI Storage Ireland Limited	Ireland

Name of Subsidiary	Country of Incorporation
LSI Technology (Singapore) Pte. Ltd. ǂ	Singapore
Netlogic I LLC	Delaware (U.S.A.)
NetLogic Microsystems Caymans Limited	Cayman Islands
O.C. Property Company, LLC	Delaware (U.S.A.)
RMI International Caymans Limited	Cayman Islands
Serverworks Corporation	Delaware (U.S.A.)
ServerWorks International Ltd.	Cayman Islands
Teknovus, Inc.	California (U.S.A.)
Silicon Manufacturing Partners Pte Ltd.* ǂ	Singapore

† This subsidiary is the only subsidiary of Broadcom Limited that is not a subsidiary of Broadcom Cayman L.P.

± These subsidiaries are the only subsidiaries of Broadcom Limited and Broadcom Cayman L.P. that are not subsidiaries of Broadcom Cayman Finance Limited

ǂ These subsidiaries are the only subsidiaries of Broadcom Limited, Broadcom Cayman L.P. and Broadcom Cayman Finance Limited that are not subsidiaries of Broadcom Corporation

* 51% LSI Technology (Singapore) Pte. Ltd.; 49% GlobalFoundries

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-4 of our reports dated December 21, 2017 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appear in Broadcom Limited's and Broadcom Cayman L.P.'s Annual Report on Form 10-K for the year ended October 29, 2017. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
San Jose, California
December 21, 2017

Exhibit 23.2

Consent of Independent Registered Public Accounting Firm

We consent to the use of our report dated January 29, 2016, with respect to the consolidated balance sheets of Broadcom Corporation and subsidiaries as of December 31, 2015 and 2014, and the related consolidated statements of income, comprehensive income, shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2015, incorporated herein by reference and to the reference to our firm under the heading "Experts" in the prospectus.

/s/ KPMG LLP

Irvine, California
December 21, 2017

Exhibit 25

File No.

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

☐ **CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)**

WILMINGTON TRUST, NATIONAL ASSOCIATION

(Exact name of trustee as specified in its charter)

16-1486454
(I.R.S. employer identification no.)

1100 North Market Street
Wilmington, DE 19890
(Address of principal executive offices)

Daniel Barnes
Assistant Vice President
1100 North Market Street
Wilmington, Delaware 19890
(302) 651-8049
(Name, address and telephone number of agent for service)

Broadcom Corporation
Broadcom Cayman Finance Limited
(Exact name of obligor as specified in its charter)[1]

California **Cayman Islands** **(State of incorporation)**	**33-0480482** **98-1254737** **(I.R.S. employer identification no.)**
c/o Broadcom Limited **1 Yishun Avenue 7** **Singapore** **(Address of principal executive offices)**	**768923** **(Zip Code)**

2.375% Senior Notes due 2020
3.000% Senior Notes due 2022
3.625% Senior Notes due 2024
3.875% Senior Notes due 2027
2.200% Senior Notes due 2021
2.650% Senior Notes due 2023
3.125% Senior Notes due 2025
3.500% Senior Notes due 2028
(Title of the indenture securities)

1 SEE TABLE OF ADDITIONAL OBLIGORS

TABLE OF ADDITIONAL OBLIGORS

Additional Obligors (as Guarantors of 2.375% Senior Notes due 2020, 3.000% Senior Notes due 2022, 3.625% Senior Notes due 2024, 3.875% Senior Notes due 2027, 2.200% Senior Notes due 2021, 2.650% Senior Notes due 2023, 3.125% Senior Notes due 2025 and 3.500% Senior Notes due 2028)

Exact Name of Obligor as Specified in its Charter *	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number	Primary Standard Industrial Classification Code Number
Broadcom Limited	Singapore	98-1254807	3674
Broadcom Cayman L.P.	Cayman Islands	98-1254815	3674

* Broadcom Cayman L.P. is a majority-owned subsidiary of Broadcom Limited. The address, including zip code, and telephone number, including area code, of Broadcom Limited's registered offices is 1 Yishun Avenue 7, Singapore 768923, telephone (65) 6755-7888. The address of Broadcom Cayman L.P.'s registered office is P.O. Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. The name, address, and telephone number of the agent for service for each additional registrant is Mark Brazeal and Rebecca Boyden, Broadcom Limited, 1320 Ridder Park Drive, San Jose, California 95131, telephone (408) 433-8000.

Item 1. **GENERAL INFORMATION.** Furnish the following information as to the trustee:

(a) *Name and address of each examining or supervising authority to which it is subject.*

Comptroller of Currency, Washington, D.C.
Federal Deposit Insurance Corporation, Washington, D.C.

(b) *Whether it is authorized to exercise corporate trust powers.*

Yes.

Item 2. **AFFILIATIONS WITH THE OBLIGOR.** *If the obligor is an affiliate of the trustee, describe each affiliation:*

Based upon an examination of the books and records of the trustee and upon information furnished by the obligor, the obligor is not an affiliate of the trustee.

Item 16. **LIST OF EXHIBITS.** Listed below are all exhibits filed as part of this Statement of Eligibility and Qualification.

1. A copy of the Charter for Wilmington Trust, National Association, incorporated by reference to Exhibit 1 of Form T-1.
2. The authority of Wilmington Trust, National Association to commence business was granted under the Charter for Wilmington Trust, National Association, incorporated herein by reference to Exhibit 1 of Form T-1.
3. The authorization to exercise corporate trust powers was granted under the Charter for Wilmington Trust, National Association, incorporated herein by reference to Exhibit 1 of Form T-1.
4. A copy of the existing By-Laws of Trustee, as now in effect, incorporated herein by reference to Exhibit 4 of form T-1.
5. Not applicable.
6. The consent of Trustee as required by Section 321(b) of the Trust Indenture Act of 1939, incorporated herein by reference to Exhibit 6 of Form T-1.
7. Current Report of the Condition of Trustee, published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.
8. Not applicable.
9. Not applicable.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Wilmington Trust, National Association, a national banking association organized and existing under the laws of the United States of America, has duly caused this Statement of Eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Guilford and State of Connecticut on the 13th day of December, 2017.

WILMINGTON TRUST, NATIONAL ASSOCIATION

By: /s/ Joseph P. O'Donnell
Name: Joseph P. O'Donnell
Title: Vice President

EXHIBIT 1

CHARTER OF WILMINGTON TRUST, NATIONAL ASSOCIATION

ARTICLES OF ASSOCIATION
OF
WILMINGTON TRUST, NATIONAL ASSOCIATION

For the purpose of organizing an association to perform any lawful activities of national banks, the undersigned do enter into the following articles of association:

FIRST. The title of this association shall be Wilmington Trust, National Association.

SECOND. The main office of the association shall be in the City of Wilmington, County of New Castle, State of Delaware. The general business of the association shall be conducted at its main office and its branches.

THIRD. The board of directors of this association shall consist of not less than five nor more than twenty-five persons, unless the OCC has exempted the bank from the 25-member limit. The exact number is to be fixed and determined from time to time by resolution of a majority of the full board of directors or by resolution of a majority of the shareholders at any annual or special meeting thereof. Each director shall own common or preferred stock of the association or of a holding company owning the association, with an aggregate par, fair market or equity value $1,000. Determination of these values may be based as of either (i) the date of purchase or (ii) the date the person became a director, whichever value is greater. Any combination of common or preferred stock of the association or holding company may be used.

Any vacancy in the board of directors may be filled by action of a majority of the remaining directors between meetings of shareholders. The board of directors may not increase the number of directors between meetings of shareholders to a number which:

1) exceeds by more than two the number of directors last elected by shareholders where the number was 15 or less; or

2) exceeds by more than four the number of directors last elected by shareholders where the number was 16 or more, but in no event shall the number of directors exceed 25, unless the OCC has exempted the bank from the 25-member limit.

Directors shall be elected for terms of one year and until their successors are elected and qualified. Terms of directors, including directors selected to fill vacancies, shall expire at the next regular meeting of shareholders at which directors are elected, unless the directors resign or are removed from office. Despite the expiration of a director’s term, the director shall continue to serve until his or her successor is elected and qualifies or until there is a decrease in the number of directors and his or her position is eliminated.

Honorary or advisory members of the board of directors, without voting power or power of final decision in matters concerning the business of the association, may be appointed by resolution of a majority of the full board of directors, or by resolution of shareholders at any annual or special meeting. Honorary or advisory directors shall not be counted to determine the number of directors of the association or the presence of a quorum in connection with any board action, and shall not be required to own qualifying shares.

FOURTH. There shall be an annual meeting of the shareholders to elect directors and transact whatever other business may be brought before the meeting. It shall be held at the main office or any other convenient place the board of directors may designate, on the day of each year specified therefor in the bylaws, or, if that day falls on a legal holiday in the state in which the association is located, on the next following banking day. If no election is held on the day fixed, or in the event of a legal holiday on the following banking day, an election may be held on any subsequent day within 60 days of the day fixed, to be designated by the board of directors, or, if the directors fail to fix the day, by shareholders representing two-thirds of the shares issued and outstanding. In all cases at least 10 days advance notice of the time, place and purpose of a shareholders' meeting shall be given to the shareholders by first class mail, unless the OCC determines that an emergency circumstance exists. The sole shareholder of the bank is permitted to waive notice of the shareholders' meeting.

In all elections of directors, the number of votes each common shareholder may cast will be determined by multiplying the number of shares such shareholder owns by the number of directors to be elected. Those votes may be cumulated and cast for a single candidate or may be distributed among two or more candidates in the manner selected by the shareholder. If, after the first ballot, subsequent ballots are necessary to elect directors, a shareholder may not vote shares that he or she has already fully cumulated and voted in favor of a successful candidate. On all other questions, each common shareholder shall be entitled to one vote for each share of stock held by him or her.

Nominations for election to the board of directors may be made by the board of directors or by any stockholder of any outstanding class of capital stock of the association entitled to vote for election of directors. Nominations other than those made by or on behalf of the existing management shall be made in writing and be delivered or mailed to the president of the association not less than 14 days nor more than 50 days prior to any meeting of shareholders called for the election of directors; provided, however, that if less than 21 days notice of the meeting is given to shareholders, such nominations shall be mailed or delivered to the president of the association not later than the close of business on the seventh day following the day on which the notice of meeting was mailed. Such notification shall contain the following information to the extent known to the notifying shareholder:

1) The name and address of each proposed nominee.

2) The principal occupation of each proposed nominee.

3) The total number of shares of capital stock of the association that will be voted for each proposed nominee.

4) The name and residence address of the notifying shareholder.

5) The number of shares of capital stock of the association owned by the notifying shareholder.

Nominations not made in accordance herewith may, in his/her discretion, be disregarded by the chairperson of the meeting, and the vote tellers may disregard all votes cast for each such nominee. No bylaw may unreasonably restrict the nomination of directors by shareholders.

A director may resign at any time by delivering written notice to the board of directors, its chairperson, or to the association, which resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

A director may be removed by shareholders at a meeting called to remove the director, when notice of the meeting stating that the purpose or one of the purposes is to remove the director is provided, if there is a failure to fulfill one of the affirmative requirements for qualification, or for cause; provided, however, that a director may not be removed if the number of votes sufficient to elect the director under cumulative voting is voted against the director's removal.

FIFTH. The authorized amount of capital stock of this association shall be ten thousand shares of common stock of the par value of one hundred dollars ($100) each; but said capital stock may be increased or decreased from time to time, according to the provisions of the laws of the United States.

No holder of shares of the capital stock of any class of the association shall have any preemptive or preferential right of subscription to any shares of any class of stock of the association, whether now or hereafter authorized, or to any obligations convertible into stock of the association, issued, or sold, nor any right of subscription to any thereof other than such, if any, as the board of directors, in its discretion, may from time to time determine and at such price as the board of directors may from time to time fix. Preemptive rights also must be approved by a vote of holders of two-thirds of the bank's outstanding voting shares. Unless otherwise specified in these articles of association or required by law, (1) all matters requiring shareholder action, including amendments to the articles of association, must be approved by shareholders owning a majority voting interest in the outstanding voting stock, and (2) each shareholder shall be entitled to one vote per share.

Unless otherwise specified in these articles of association or required by law, all shares of voting stock shall be voted together as a class, on any matters requiring shareholder approval. If a proposed amendment would affect two or more classes or series in the same or a substantially similar way, all the classes or series so affected must vote together as a single voting group on the proposed amendment.

Shares of one class or series may be issued as a dividend for shares of the same class or series on a pro rata basis and without consideration. Shares of one class or series may be issued as share dividends for a different class or series of stock if approved by a majority of the votes entitled to be cast by the class or series to be issued, unless there are no outstanding shares of the class or series to be issued. Unless otherwise provided by the board of directors, the record date for determining shareholders entitled to a share dividend shall be the date authorized by the board of directors for the share dividend.

Unless otherwise provided in the bylaws, the record date for determining shareholders entitled to notice of and to vote at any meeting is the close of business on the day before the first notice is mailed or otherwise sent to the shareholders, provided that in no event may a record date be more than 70 days before the meeting.

If a shareholder is entitled to fractional shares pursuant to a stock dividend, consolidation or merger, reverse stock split or otherwise, the association may: (a) issue fractional shares; (b) in lieu of the issuance of fractional shares, issue script or warrants entitling the holder to receive a full share upon surrendering enough script or warrants to equal a full share; (c) if there is an established and active market in the association's stock, make reasonable arrangements to provide the shareholder with an opportunity to realize a fair price through sale of the fraction, or purchase of the additional fraction required for a full share; (d) remit the cash equivalent of the fraction to the shareholder; or (e) sell full shares representing all the fractions at public auction or to the highest bidder after having solicited and received sealed bids from at least three licensed stock brokers; and distribute the proceeds pro rata to shareholders who otherwise would be entitled to the fractional shares. The holder of a fractional share is entitled to exercise the rights for shareholder, including the right to vote, to receive dividends, and to participate in the assets of the association upon liquidation, in proportion to the fractional interest. The holder of script or warrants is not entitled to any of these rights unless the script or warrants explicitly provide for such rights. The script or warrants may be subject to such additional conditions as: (1) that the script or warrants will become void if not exchanged for full shares before a specified date; and (2) that the shares for which the script or warrants are exchangeable may be sold at the option of the association and the proceeds paid to scriptholders.

The association, at any time and from time to time, may authorize and issue debt obligations, whether or not subordinated, without the approval of the shareholders. Obligations classified as debt, whether or not subordinated, which may be issued by the association without the approval of shareholders, do not carry voting rights on any issue, including an increase or decrease in the aggregate number of the securities, or the exchange or reclassification of all or part of securities into securities of another class or series.

SIXTH. The board of directors shall appoint one of its members president of this association, and one of its members chairperson of the board and shall have the power to appoint one or more vice presidents, a secretary who shall keep minutes of the directors' and shareholders' meetings and be responsible for authenticating the records of the association, and such other officers and employees as may be required to transact the business of this association.

A duly appointed officer may appoint one or more officers or assistant officers if authorized by the board of directors in accordance with the bylaws.

The board of directors shall have the power to:

1) Define the duties of the officers, employees, and agents of the association.

2) Delegate the performance of its duties, but not the responsibility for its duties, to the officers, employees, and agents of the association.

3) Fix the compensation and enter into employment contracts with its officers and employees upon reasonable terms and conditions consistent with applicable law.

4) Dismiss officers and employees.

5) Require bonds from officers and employees and to fix the penalty thereof.

6) Ratify written policies authorized by the association's management or committees of the board.

7) Regulate the manner in which any increase or decrease of the capital of the association shall be made, provided that nothing herein shall restrict the power of shareholders to increase or decrease the capital of the association in accordance with law, and nothing shall raise or lower from two-thirds the percentage required for shareholder approval to increase or reduce the capital.

8) Manage and administer the business and affairs of the association.

9) Adopt initial bylaws, not inconsistent with law or the articles of association, for managing the business and regulating the affairs of the association.

10) Amend or repeal bylaws, except to the extent that the articles of association reserve this power in whole or in part to shareholders.

11) Make contracts.

12) Generally perform all acts that are legal for a board of directors to perform.

SEVENTH. The board of directors shall have the power to change the location of the main office to any other place within the limits of Wilmington, Delaware, without the approval of the shareholders, or with a vote of shareholders owning two-thirds of the stock of such association for a relocation outside such limits and upon receipt of a certificate of approval from the Comptroller of the Currency, to any other location within or outside the limits of Wilmington Delaware, but not more than 30 miles beyond such limits. The board of directors shall have the power to establish or change the location of any branch or branches of the association to any other location permitted under applicable law, without approval of shareholders, subject to approval by the Comptroller of the Currency.

EIGHTH. The corporate existence of this association shall continue until termination according to the laws of the United States.

NINTH. The board of directors of this association, or any one or more shareholders owning, in the aggregate, not less than 50 percent of the stock of this association, may call a special meeting of shareholders at any time. Unless otherwise provided by the bylaws or the laws of the United States, a notice of the time, place, and purpose of every annual and special meeting of the shareholders shall be given at least 10 days prior to the meeting by first-class mail, unless the OCC determines that an emergency circumstance exists. If the association is a wholly-owned subsidiary, the sole shareholder may waive notice of the shareholders' meeting. Unless otherwise provided by the bylaws or these articles, any action requiring approval of shareholders must be effected at a duly called annual or special meeting.

TENTH. For purposes of this Article Tenth, the term "institution-affiliated party" shall mean any institution-affiliated party of the association as such term is defined in 12 U.S.C. 1813(u).

Any institution-affiliated party (or his or her heirs, executors or administrators) may be indemnified or reimbursed by the association for reasonable expenses actually incurred in connection with any threatened, pending or completed actions or proceedings and appeals therein, whether civil, criminal, governmental, administrative or investigative, in accordance with and to the fullest extent permitted by law, as such law now or hereafter exists; provided, however, that when an administrative proceeding or action instituted by a federal banking agency results in a final order or settlement pursuant to which such person: (i) is assessed a civil money penalty, (ii) is removed from office or prohibited from participating in the conduct of the affairs of the association, or (iii) is required to cease and desist from or to take any affirmative action described in 12 U.S.C. 1818(b) with respect to the association, then the association shall require the repayment of all legal fees and expenses advanced pursuant to the next succeeding paragraph and may not indemnify such institution-affiliated parties (or their heirs, executors or administrators) for expenses, including expenses for legal fees, penalties or other payments incurred. The association shall provide indemnification in connection with an action or proceeding (or part thereof) initiated by an institution-affiliated party (or by his or her heirs, executors or administrators) only if such action or proceeding (or part thereof) was authorized by the board of directors.

Expenses incurred by an institution-affiliated party (or by his or her heirs, executors or administrators) in connection with any action or proceeding under 12 U.S.C. 164 or 1818 may be paid by the association in advance of the final disposition of such action or proceeding upon (a) a determination by the board of directors acting by a quorum consisting of directors who are not parties to such action or proceeding that the institution-affiliated party (or his or her heirs, executors or administrators) has a reasonable basis for prevailing on the merits, (b) a determination that the indemnified individual (or his or her heirs, executors or administrators) will have the financial capacity to reimburse the bank in the event he or she does not prevail, (c) a determination that the payment of expenses and fees by the association will not adversely affect the safety and soundness of the association, and (d) receipt of an undertaking by or on behalf of such institution-affiliated party (or by his or her heirs, executors or administrators) to repay such advancement in the event of a final order or settlement pursuant to which such person: (i) is assessed a civil money penalty, (ii) is removed from office or prohibited from participating in the conduct of the affairs of the association, or (iii) is required to cease and desist from or to take any affirmative action described in 12 U.S.C. 1818(b) with respect to the association. In all other instances, expenses incurred by an institution-affiliated party (or by his or her heirs, executors or administrators) in connection with any action or proceeding as to which indemnification may be given under these articles of association may be paid by the association in advance of the final disposition of such action or proceeding upon (a) receipt of an undertaking by or on behalf of such institution-affiliated party (or by or on behalf of his or her heirs, executors or administrators) to repay such advancement in the event that

such institution-affiliated party (or his or her heirs, executors or administrators) is ultimately found not to be entitled to indemnification as authorized by these articles of association and (b) approval by the board of directors acting by a quorum consisting of directors who are not parties to such action or proceeding or, if such a quorum is not obtainable, then approval by stockholders. To the extent permitted by law, the board of directors or, if applicable, the stockholders, shall not be required to find that the institution-affiliated party has met the applicable standard of conduct provided by law for indemnification in connection with such action or proceeding.

In the event that a majority of the members of the board of directors are named as respondents in an administrative proceeding or civil action and request indemnification, the remaining members of the board may authorize independent legal counsel to review the indemnification request and provide the remaining members of the board with a written opinion of counsel as to whether the conditions delineated in the first four paragraphs of this Article Tenth have been met. If independent legal counsel opines that said conditions have been met, the remaining members of the board of directors may rely on such opinion in authorizing the requested indemnification.

In the event that all of the members of the board of directors are named as respondents in an administrative proceeding or civil action and request indemnification, the board shall authorize independent legal counsel to review the indemnification request and provide the board with a written opinion of counsel as to whether the conditions delineated in the first four paragraphs of this Article Tenth have been met. If legal counsel opines that said conditions have been met, the board of directors may rely on such opinion in authorizing the requested indemnification.

To the extent permitted under applicable law, the rights of indemnification and to the advancement of expenses provided in these articles of association (a) shall be available with respect to events occurring prior to the adoption of these articles of association, (b) shall continue to exist after any restrictive amendment of these articles of association with respect to events occurring prior to such amendment, (c) may be interpreted on the basis of applicable law in effect at the time of the occurrence of the event or events giving rise to the action or proceeding, or on the basis of applicable law in effect at the time such rights are claimed, and (d) are in the nature of contract rights which may be enforced in any court of competent jurisdiction as if the association and the institution-affiliated party (or his or her heirs, executors or administrators) for whom such rights are sought were parties to a separate written agreement.

The rights of indemnification and to the advancement of expenses provided in these articles of association shall not, to the extent permitted under applicable law, be deemed exclusive of any other rights to which any such institution affiliated party (or his or her heirs, executors or administrators) may now or hereafter be otherwise entitled whether contained in these articles of association, the bylaws, a resolution of stockholders, a resolution of the board of directors, or an agreement providing such indemnification, the creation of such other rights being hereby expressly authorized. Without limiting the generality of the foregoing, the rights of indemnification and to the advancement of expenses provided in these articles of association shall not be deemed exclusive of any rights, pursuant to statute or otherwise, of any such institution-affiliated party (or of his or her heirs, executors or administrators) in any such action or proceeding to have assessed or allowed in his or her favor, against the association or otherwise, his or her costs and expenses incurred therein or in connection therewith or any part thereof.

If this Article Tenth or any part hereof shall be held unenforceable in any respect by a court of competent jurisdiction, it shall be deemed modified to the minimum extent necessary to make it enforceable, and the remainder of this Article Tenth shall remain fully enforceable.

The association may, upon affirmative vote of a majority of its board of directors, purchase insurance to indemnify its institution-affiliated parties to the extent that such indemnification is allowed in these articles of association; provided, however, that no such insurance shall include coverage to pay or reimburse any institution-affiliated party for the cost of any judgment or civil money penalty assessed against such person in an administrative proceeding or civil action commenced by any federal banking agency. Such insurance may, but need not, be for the benefit of all institution-affiliated parties.

ELEVENTH. These articles of association may be amended at any regular or special meeting of the shareholders by the affirmative vote of the holders of a majority of the stock of this association, unless the vote of the holders of a greater amount of stock is required by law, and in that case by the vote of the holders of such greater amount. The association's board of directors may propose one or more amendments to the articles of association for submission to the shareholders.

EXHIBIT 4

BY-LAWS OF WILMINGTON TRUST, NATIONAL ASSOCIATION

AMENDED AND RESTATED BYLAWS
OF
WILMINGTON TRUST, NATIONAL ASSOCIATION

(Effective as of April 18, 2017)

ARTICLE I
Meetings of Shareholders

Section 1. Annual Meeting. The annual meeting of the shareholders to elect directors and transact whatever other business may properly come before the meeting shall be held at the main office of the association, Rodney Square North, 1100 Market Street, City of Wilmington, State of Delaware, at 1:00 o'clock p.m. on the first Tuesday in March of each year, or at such other place and time as the board of directors may designate, or if that date falls on a legal holiday in Delaware, on the next following banking day. Notice of the meeting shall be mailed by first class mail, postage prepaid, at least 10 days and no more than 60 days prior to the date thereof, addressed to each shareholder at his/her address appearing on the books of the association. If, for any cause, an election of directors is not made on that date, or in the event of a legal holiday, on the next following banking day, an election may be held on any subsequent day within 60 days of the date fixed, to be designated by the board of directors, or, if the directors fail to fix the date, by shareholders representing two-thirds of the shares. In these circumstances, at least 10 days' notice must be given by first class mail to shareholders.

Section 2. Special Meetings. Except as otherwise specifically provided by statute, special meetings of the shareholders may be called for any purpose at any time by the board of directors or by any one or more shareholders owning, in the aggregate, not less than fifty percent of the stock of the association. Every such special meeting, unless otherwise provided by law, shall be called by mailing, postage prepaid, not less than 10 days nor more than 60 days prior to the date fixed for the meeting, to each shareholder at the address appearing on the books of the association a notice stating the purpose of the meeting.

The board of directors may fix a record date for determining shareholders entitled to notice and to vote at any meeting, in reasonable proximity to the date of giving notice to the shareholders of such meeting. The record date for determining shareholders entitled to demand a special meeting is the date the first shareholder signs a demand for the meeting describing the purpose or purposes for which it is to be held.

A special meeting may be called by shareholders or the board of directors to amend the articles of association or bylaws, whether or not such bylaws may be amended by the board of directors in the absence of shareholder approval.

If an annual or special shareholders' meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time or place, if the new date, time or place is announced at the meeting before adjournment, unless any additional items of business are to be considered, or the association becomes aware of an intervening event materially affecting any matter to be voted on more than 10 days prior to the date to which the meeting is adjourned. If a new record date for the adjourned meeting is fixed, however, notice of the adjourned meeting must be given to persons who are shareholders as of the new record date. If, however, the meeting to elect the directors is adjourned before the election takes place, at least ten days' notice of the new election must be given to the shareholders by first-class mail.

Section 3. Nominations of Directors. Nominations for election to the board of directors may be made by the board of directors or by any stockholder of any outstanding class of capital stock of the association entitled to vote for the election of directors. Nominations, other than those made by or on behalf of the existing management of the association, shall be made in writing and shall be delivered or mailed to the president of the association and the Comptroller of the Currency, Washington, D.C., not less than 14 days nor more than 50 days prior to any meeting of shareholders called for the election of directors; *provided, however,* that if less than 21 days' notice of the meeting is given to shareholders, such nomination shall be mailed or delivered to the president of the association not later than the close of business on the seventh day following the day on which the notice of meeting was mailed. Such notification shall contain the following information to the extent known to the notifying shareholder:

(1) The name and address of each proposed nominee;

(2) The principal occupation of each proposed nominee;

(3) The total number of shares of capital stock of the association that will be voted for each proposed nominee;

(4) The name and residence of the notifying shareholder; and

(5) The number of shares of capital stock of the association owned by the notifying shareholder.

Nominations not made in accordance herewith may, in his/her discretion, be disregarded by the chairperson of the meeting, and upon his/her instructions, the vote tellers may disregard all votes cast for each such nominee.

Section 4. Proxies. Shareholders may vote at any meeting of the shareholders by proxies duly authorized in writing, but no officer or employee of this association shall act as proxy. Proxies shall be valid only for one meeting, to be specified therein, and any adjournments of such meeting. Proxies shall be dated and filed with the records of the meeting. Proxies with facsimile signatures may be used and unexecuted proxies may be counted upon receipt of a written confirmation from the shareholder. Proxies meeting the above requirements submitted at any time during a meeting shall be accepted.

Section 5. Quorum. A majority of the outstanding capital stock, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders, unless otherwise provided by law, or by the shareholders or directors pursuant to Article IX, Section 2, but less than a quorum may adjourn any meeting, from time to time, and the meeting may be held, as adjourned, without further notice. A majority of the votes cast shall decide every question or matter submitted to the shareholders at any meeting, unless otherwise provided by law or by the articles of association, or by the shareholders or directors pursuant to Article IX, Section 2. If a meeting for the election of directors is not held on the fixed date, at least 10 days' notice must be given by first-class mail to the shareholders.

ARTICLE II
Directors

Section 1. Board of Directors. The board of directors shall have the power to manage and administer the business and affairs of the association. Except as expressly limited by law, all corporate powers of the association shall be vested in and may be exercised by the board of directors.

Section 2. Number. The board of directors shall consist of not less than five nor more than twenty-five members, unless the OCC has exempted the bank from the 25-member limit. The exact number within such minimum and maximum limits is to be fixed and determined from time to time by resolution of a majority of the full board of directors or by resolution of a majority of the shareholders at any meeting thereof.

Section 3. Organization Meeting. The secretary or treasurer, upon receiving the certificate of the judges of the result of any election, shall notify the directors-elect of their election and of the time at which they are required to meet at the main office of the association, or at such other place in the cities of Wilmington, Delaware or Buffalo, New York, to organize the new board of directors and elect and appoint officers of the association for the succeeding year. Such meeting shall be held on the day of the election or as soon thereafter as practicable, and, in any event, within 30 days thereof. If, at the time fixed for such meeting, there shall not be a quorum, the directors present may adjourn the meeting, from time to time, until a quorum is obtained.

Section 4. Regular Meetings. The Board of Directors may, at any time and from time to time, by resolution designate the place, date and hour for the holding of a regular meeting, but in the absence of any such designation, regular meetings of the board of directors shall be held, without notice, on the first Tuesday of each March, June and September, and on the second Tuesday of each December at the main office or other such place as the board of directors may designate. When any regular meeting of the board of directors falls upon a holiday, the meeting shall be held on the next banking business day unless the board of directors shall designate another day.

Section 5. Special Meetings. Special meetings of the board of directors may be called by the Chairman of the Board of the association, or at the request of two or more directors. Each member of the board of directors shall be given notice by telegram, first class mail, or in person stating the time and place of each special meeting.

Section 6. Quorum. A majority of the entire board then in office shall constitute a quorum at any meeting, except when otherwise provided by law or these bylaws, but a lesser number may adjourn any meeting, from time to time, and the meeting may be held, as adjourned, without further notice. If the number of directors present at the meeting is reduced below the number that would constitute a quorum, no business may be transacted, except selecting directors to fill vacancies in conformance with Article II, Section 7. If a quorum is present, the board of directors may take action through the vote of a majority of the directors who are in attendance.

Section 7. Meetings by Conference Telephone. Any one or more members of the board of directors or any committee thereof may participate in a meeting of such board or committees by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation in a meeting by such means shall constitute presence in person at such meeting.

Section 8. Procedures. The order of business and all other matters of procedure at every meeting of the board of directors may be determined by the person presiding at the meeting.

Section 9. Removal of Directors. Any director may be removed for cause, at any meeting of stockholders notice of which shall have referred to the proposed action, by vote of the stockholders. Any director may be removed without cause, at any meeting of stockholders notice of which shall have referred to the proposed action, by the vote of the holders of a majority of the shares of the Corporation entitled to vote. Any director may be removed for cause, at any meeting of the directors notice of which shall have referred to the proposed action, by vote of a majority of the entire Board of Directors.

Section 10. Vacancies. When any vacancy occurs among the directors, a majority of the remaining members of the board of directors, according to the laws of the United States, may appoint a director to fill such vacancy at any regular meeting of the board of directors, or at a special meeting called for that purpose at which a quorum is present, or if the directors remaining in office constitute fewer than a quorum of the board of directors, by the affirmative vote of a majority of all the directors remaining in office, or by shareholders at a special meeting called for that purpose in conformance with Section 2 of Article I. At any such shareholder meeting, each shareholder entitled to vote shall have the right to multiply the number of votes he or she is entitled to cast by the number of vacancies being filled and cast the product for a single candidate or distribute the product among two or more candidates. A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date) may be filled before the vacancy occurs but the new director may not take office until the vacancy occurs.

ARTICLE III
Committees of the Board

The board of directors has power over and is solely responsible for the management, supervision, and administration of the association. The board of directors may delegate its power, but none of its responsibilities, to such persons or committees as the board may determine.

The board of directors must formally ratify written policies authorized by committees of the board of directors before such policies become effective. Each committee must have one or more member(s), and who may be an officer of the association or an officer or director of any affiliate of the association, who serve at the pleasure of the board of directors. Provisions of the articles of association and these bylaws governing place of meetings, notice of meeting, quorum and voting requirements of the board of directors, apply to committees and their members as well. The creation of a committee and appointment of members to it must be approved by the board of directors.

Section 1. Loan Committee. There shall be a loan committee composed of not less than 2 directors, appointed by the board of directors annually or more often. The loan committee, on behalf of the bank, shall have power to discount and purchase bills, notes and other evidences of debt, to buy and sell bills of exchange, to examine and approve loans and discounts, to exercise authority regarding loans and discounts, and to exercise, when the board of directors is not in session, all other powers of the board of directors that may lawfully be delegated. The loan committee shall keep minutes of its meetings, and such minutes shall be submitted at the next regular meeting of the board of directors at which a quorum is present, and any action taken by the board of directors with respect thereto shall be entered in the minutes of the board of directors.

Section 2. Investment Committee. There shall be an investment committee composed of not less than 2 directors, appointed by the board of directors annually or more often. The investment committee, on behalf of the bank, shall have the power to ensure adherence to the investment policy, to recommend amendments thereto, to purchase and sell securities, to exercise authority regarding investments and to exercise, when the board of directors is not in session, all other powers of the board of directors regarding investment securities that may be lawfully delegated. The investment committee shall keep minutes of its meetings, and such minutes shall be submitted at the next regular meeting of the board of directors at which a quorum is present, and any action taken by the board of directors with respect thereto shall be entered in the minutes of the board of directors.

Section 3. Examining Committee. There shall be an examining committee composed of not less than 2 directors, exclusive of any active officers, appointed by the board of directors annually or more often. The duty of that committee shall be to examine at least once during each calendar year and within 15 months of the last examination the affairs of the association or cause suitable examinations to be made by auditors responsible only to the board of directors and to report the result of such examination in writing to the board of directors at the next regular meeting thereafter. Such report shall state whether the association is in a sound condition, and whether adequate internal controls and procedures are being maintained and shall recommend to the board of directors such changes in the manner of conducting the affairs of the association as shall be deemed advisable.

Notwithstanding the provisions of the first paragraph of this section 3, the responsibility and authority of the Examining Committee may, if authorized by law, be given over to a duly constituted audit committee of the association's parent corporation by a resolution duly adopted by the board of directors.

Section 4. Trust Audit Committee. There shall be a trust audit committee in conformance with Section 1 of Article V.

Section 5. Other Committees. The board of directors may appoint, from time to time, from its own members, compensation, special litigation and other committees of one or more persons, for such purposes and with such powers as the board of directors may determine.

However, a committee may not:

(1) Authorize distributions of assets or dividends;

(2) Approve action required to be approved by shareholders;

(3) Fill vacancies on the board of directors or any of its committees;

(5) Amend articles of association;

(6) Adopt, amend or repeal bylaws; or

(6) Authorize or approve issuance or sale or contract for sale of shares, or determine the designation and relative rights, preferences and limitations of a class or series of shares.

Section 6. Committee Members' Fees. Committee members may receive a fee for their services as committee members and traveling and other out-of-pocket expenses incurred in attending any meeting of a committee of which they are a member. The fee may be a fixed sum to be paid for attending each meeting or a fixed sum to be paid quarterly, or semiannually, irrespective of the number of meetings attended or not attended. The amount of the fee and the basis on which it shall be paid shall be determined by the board of directors.

ARTICLE IV
Officers and Employees

Section 1. Officers. The board of directors shall annually, at the Annual Reorganization Meeting of the board of directors following the annual meeting of the shareholders, appoint or elect a Chairperson of the Board, a Chief Executive Officer and a President, and one or more Vice Presidents, a Corporate Secretary, a Treasurer, a General Auditor, and such other officers as it may determine. At the Annual Reorganization Meeting, the board of directors shall also elect or reelect all of the officers of the association to hold office until the next Annual Reorganization Meeting. In the interim between Annual Reorganization Meetings, the board of directors may also elect or appoint a Chief Executive Officer, a President or such additional officers to the rank of Vice President, including (without limitation as to title or number) one or more Administrative Vice Presidents, Group Vice Presidents, Senior Vice Presidents and Executive Vice Presidents, and any other officer positions as they deem necessary and appropriate. The Chief Executive Officer of M&T Bank, the head of the Human Resources Department of M&T Bank, and any one executive Vice Chairman of M&T Bank, acting jointly, may appoint one or more officers to the rank of Executive Vice President or Senior Vice President. The head of the Human Resources Department of M&T Bank or his or her designee or designees, may appoint other officers up to the rank of Group Vice President, including (without limitation as to title or number) one or more Administrative Vice Presidents, Vice Presidents, Assistant Vice Presidents, Assistant Secretaries, Assistant Treasurers and Assistant Auditors, and any other officer positions as they deem necessary and appropriate. Each such person elected or appointed by the board of directors, the Chief Executive Officer of M&T Bank, the head of the Human Resources Department of M&T Bank, and an executive Vice Chairman of M&T Bank, acting jointly, or the head of the Human Resources Department of M&T Bank or his or her designee or designees, in between Annual Reorganization Meetings shall hold office until the next Annual Reorganization Meeting unless otherwise determined by the board of directors or such authorized officers.

Section 2. Chairperson of the Board. The board of directors shall appoint one of its members to be the chairperson of the board to serve at its pleasure. Such person shall preside at all meetings of the board of directors. The chairperson of the board shall supervise the carrying out of the policies adopted or approved by the board of directors; shall have general executive powers, as well as the specific powers conferred by these bylaws; and shall also have and may exercise such further powers and duties as from time to time may be conferred upon or assigned by the board of directors.

Section 3. President. The board of directors shall appoint one of its members to be the president of the association. In the absence of the chairperson, the president shall preside at any meeting of the board of directors. The president shall have general executive powers and shall have and may exercise any and all other powers and duties pertaining by law, regulation, or practice to the office of president, or imposed by these bylaws. The president shall also have and may exercise such further powers and duties as from time to time may be conferred or assigned by the board of directors.

Section 4. Vice President. The board of directors may appoint one or more vice presidents. Each vice president shall have such powers and duties as may be assigned by the board of directors. One vice president shall be designated by the board of directors, in the absence of the president, to perform all the duties of the president.

Section 5. Secretary. The board of directors shall appoint a secretary, treasurer, or other designated officer who shall be secretary of the board of directors and of the association and who shall keep accurate minutes of all meetings. The secretary shall attend to the giving of all notices required by these bylaws; shall be custodian of the corporate seal, records, documents and papers of the association; shall provide for the keeping of proper records of all transactions of the association; shall have and may exercise any and all other powers and duties pertaining by law, regulation or practice to the office of treasurer, or imposed by these bylaws; and shall also perform such other duties as may be assigned from time to time, by the board of directors.

Section 6. Other Officers. The board of directors may appoint one or more assistant vice presidents, one or more trust officers, one or more assistant secretaries, one or more assistant treasurers, one or more managers and assistant managers of branches and such other officers and attorneys in fact as from time to time may appear to the board of directors to be required or desirable to transact the business of the association. Such officers shall respectively exercise such powers and perform such duties as pertain to their several offices, or as may be conferred upon or assigned to them by the board of directors, the chairperson of the board, or the president. The board of directors may authorize an officer to appoint one or more officers or assistant officers.

Section 7. Tenure of Office. The president and all other officers shall hold office for the current year for which the board of directors was elected, unless they shall resign, become disqualified, or be removed; and any vacancy occurring in the office of president shall be filled promptly by the board of directors.

Section 8. Resignation. An officer may resign at any time by delivering notice to the association. A resignation is effective when the notice is given unless the notice specifies a later effective date.

ARTICLE V
Fiduciary Activities

Section 1. Trust Audit Committee. There shall be a Trust Audit Committee composed of not less than 2 directors, appointed by the board of directors, which shall, at least once during each calendar year make suitable audits of the association's fiduciary activities or cause suitable audits to be made by auditors responsible only to the board, and at such time shall ascertain whether fiduciary powers have been administered according to law, Part 9 of the Regulations of the Comptroller of the Currency, and sound fiduciary principles. Such committee: (1) must not include any officers of the bank or an affiliate who participate significantly in the administration of the bank's fiduciary activities; and (2) must consist of a majority of members who are not also members of any committee to which the board of directors has delegated power to manage and control the fiduciary activities of the bank.

Notwithstanding the provisions of the first paragraph of this section 1, the responsibility and authority of the Trust Audit Committee may, if authorized by law, be given over to a duly constituted audit committee of the association's parent corporation by a resolution duly adopted by the board of directors.

Section 2. Fiduciary Files. There shall be maintained by the association all fiduciary records necessary to assure that its fiduciary responsibilities have been properly undertaken and discharged.

Section 3. Trust Investments. Funds held in a fiduciary capacity shall be invested according to the instrument establishing the fiduciary relationship and applicable law. Where such instrument does not specify the character and class of investments to be made, but does vest in the association investment discretion, funds held pursuant to such instrument shall be invested in investments in which corporate fiduciaries may invest under applicable law.

ARTICLE VI
Stock and Stock Certificates

Section 1. Transfers. Shares of stock shall be transferable on the books of the association, and a transfer book shall be kept in which all transfers of stock shall be recorded. Every person becoming a shareholder by such transfer shall in proportion to such shareholder's shares, succeed to all rights of the prior holder of such shares. The board of directors may impose conditions upon the transfer of the stock reasonably calculated to simplify the work of the association with respect to stock transfers, voting at shareholder meetings and related matters and to protect it against fraudulent transfers.

Section 2. Stock Certificates. Certificates of stock shall bear the signature of the president (which may be engraved, printed or impressed) and shall be signed manually or by facsimile process by the secretary, assistant secretary, treasurer, assistant treasurer, or any other officer appointed by the board of directors for that purpose, to be known as an authorized officer, and the seal of the association shall be engraved thereon. Each certificate shall recite on its face that the stock represented thereby is transferable only upon the books of the association properly endorsed.

The board of directors may adopt or use procedures for replacing lost, stolen, or destroyed stock certificates as permitted by law.

The association may establish a procedure through which the beneficial owner of shares that are registered in the name of a nominee may be recognized by the association as the shareholder. The procedure may set forth:

(1) The types of nominees to which it applies;

(2) The rights or privileges that the association recognizes in a beneficial owner;

(3) How the nominee may request the association to recognize the beneficial owner as the shareholder;

(4) The information that must be provided when the procedure is selected;

(5) The period over which the association will continue to recognize the beneficial owner as the shareholder;

(6) Other aspects of the rights and duties created.

ARTICLE VII
Corporate Seal

Section 1. Seal. The seal of the association shall be in such form as may be determined from time to time by the board of directors. The president, the treasurer, the secretary or any assistant treasurer or assistant secretary, or other officer thereunto designated by the board of directors shall have authority to affix the corporate seal to any document requiring such seal and to attest the same. The seal on any corporate obligation for the payment of money may be facsimile.

ARTICLE VIII
Miscellaneous Provisions

Section 1. Fiscal Year. The fiscal year of the association shall be the calendar year.

Section 2. Execution of Instruments. All agreements, indentures, mortgages, deeds, conveyances, transfers, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, proxies and other instruments or documents may be signed, executed, acknowledged, verified, delivered or accepted on behalf of the association by the chairperson of the board, or the president, or any vice president, or the secretary, or the treasurer, or, if in connection with the exercise of fiduciary powers of the association, by any of those offices or by any trust officer. Any such instruments may also be executed, acknowledged, verified, delivered or accepted on behalf of the association in such other manner and by such other officers as the board of directors may from time to time direct. The provisions of this section 2 are supplementary to any other provision of these bylaws.

Section 3. Records. The articles of association, the bylaws and the proceedings of all meetings of the shareholders, the board of directors, and standing committees of the board of directors shall be recorded in appropriate minute books provided for that purpose. The minutes of each meeting shall be signed by the secretary, treasurer or other officer appointed to act as secretary of the meeting.

Section 4. Corporate Governance Procedures. To the extent not inconsistent with federal banking statutes and regulations, or safe and sound banking practices, the association may follow the Delaware General Corporation Law, Del. Code Ann. tit. 8 (1991, as amended 1994, and as amended thereafter) with respect to matters of corporate governance procedures.

Section 5. Indemnification. For purposes of this Section 5 of Article VIII, the term “institution-affiliated party” shall mean any institution-affiliated party of the association as such term is defined in 12 U.S.C. 1813(u).

Any institution-affiliated party (or his or her heirs, executors or administrators) may be indemnified or reimbursed by the association for reasonable expenses actually incurred in connection with any threatened, pending or completed actions or proceedings and appeals therein, whether civil, criminal, governmental, administrative or investigative, in accordance with and to the fullest extent permitted by law, as such law now or hereafter exists; provided, however, that when an administrative proceeding or action instituted by a federal banking agency results in a final order or settlement pursuant to which such person: (i) is assessed a civil money penalty, (ii) is removed from office or prohibited from participating in the conduct of the affairs of the association, or (iii) is required to cease and desist from or to take any affirmative action described in 12 U.S.C. 1818(b) with respect to the association, then the association shall require the repayment of all legal fees and expenses advanced pursuant to the next succeeding paragraph and may not indemnify such institution-affiliated parties (or their heirs, executors or administrators) for expenses, including expenses for legal fees, penalties or other payments incurred. The association shall provide indemnification in connection with an action or proceeding (or part thereof) initiated by an institution-affiliated party (or by his or her heirs, executors or administrators) only if such action or proceeding (or part thereof) was authorized by the board of directors.

Expenses incurred by an institution-affiliated party (or by his or her heirs, executors or administrators) in connection with any action or proceeding under 12 U.S.C. 164 or 1818 may be paid by the association in advance of the final disposition of such action or proceeding upon (a) a determination by the board of directors acting by a quorum consisting of directors who are not parties to such action or proceeding that the institution-affiliated party (or his or her heirs, executors or administrators) has a

reasonable basis for prevailing on the merits, (b) a determination that the indemnified individual (or his or her heirs, executors or administrators) will have the financial capacity to reimburse the bank in the event he or she does not prevail, (c) a determination that the payment of expenses and fees by the association will not adversely affect the safety and soundness of the association, and (d) receipt of an undertaking by or on behalf of such institution-affiliated party (or by his or her heirs, executors or administrators) to repay such advancement in the event of a final order or settlement pursuant to which such person: (i) is assessed a civil money penalty, (ii) is removed from office or prohibited from participating in the conduct of the affairs of the association, or (iii) is required to cease and desist from or to take any affirmative action described in 12 U.S.C. 1818(b) with respect to the association. In all other instances, expenses incurred by an institution-affiliated party (or by his or her heirs, executors or administrators) in connection with any action or proceeding as to which indemnification may be given under these articles of association may be paid by the association in advance of the final disposition of such action or proceeding upon (a) receipt of an undertaking by or on behalf of such institution-affiliated party (or by or on behalf of his or her heirs, executors or administrators) to repay such advancement in the event that such institution- affiliated party (or his or her heirs, executors or administrators) is ultimately found not to be entitled to indemnification as authorized by these bylaws and (b) approval by the board of directors acting by a quorum consisting of directors who are not parties to such action or proceeding or, if such a quorum is not obtainable, then approval by stockholders. To the extent permitted by law, the board of directors or, if applicable, the stockholders, shall not be required to find that the institution-affiliated party has met the applicable standard of conduct provided by law for indemnification in connection with such action or proceeding.

In the event that a majority of the members of the board of directors are named as respondents in an administrative proceeding or civil action and request indemnification, the remaining members of the board may authorize independent legal counsel to review the indemnification request and provide the remaining members of the board with a written opinion of counsel as to whether the conditions delineated in the first four paragraphs of this Section 5 of Article VIII have been met. If independent legal counsel opines that said conditions have been met, the remaining members of the board of directors may rely on such opinion in authorizing the requested indemnification.

In the event that all of the members of the board of directors are named as respondents in an administrative proceeding or civil action and request indemnification, the board shall authorize independent legal counsel to review the indemnification request and provide the board with a written opinion of counsel as to whether the conditions delineated in the first four paragraphs of this Section 5 of Article VIII have been met. If legal counsel opines that said conditions have been met, the board of directors may rely on such opinion in authorizing the requested indemnification.

To the extent permitted under applicable law, the rights of indemnification and to the advancement of expenses provided in these articles of association (a) shall be available with respect to events occurring prior to the adoption of these bylaws, (b) shall continue to exist after any restrictive amendment of these bylaws with respect to events occurring prior to such amendment, (c) may be interpreted on the basis of applicable law in effect at the time of the occurrence of the event or events giving rise to the action or proceeding, or on the basis of applicable law in effect at the time such rights are claimed, and (d) are in the nature of contract rights which may be enforced in any court of competent jurisdiction as if the association and the institution-affiliated party (or his or her heirs, executors or administrators) for whom such rights are sought were parties to a separate written agreement.

The rights of indemnification and to the advancement of expenses provided in these bylaws shall not, to the extent permitted under applicable law, be deemed exclusive of any other rights to which any such institution-affiliated party (or his or her heirs, executors or administrators) may now or hereafter be otherwise entitled whether contained in the association’s articles of association, these bylaws, a resolution of stockholders, a resolution of the board of directors, or an agreement providing such indemnification, the creation of such other rights being hereby expressly authorized. Without limiting the generality of the

foregoing, the rights of indemnification and to the advancement of expenses provided in these bylaws shall not be deemed exclusive of any rights, pursuant to statute or otherwise, of any such institution-affiliated party (or of his or her heirs, executors or administrators) in any such action or proceeding to have assessed or allowed in his or her favor, against the association or otherwise, his or her costs and expenses incurred therein or in connection therewith or any part thereof.

If this Section 5 of Article VIII or any part hereof shall be held unenforceable in any respect by a court of competent jurisdiction, it shall be deemed modified to the minimum extent necessary to make it enforceable, and the remainder of this Section 5 of Article VIII shall remain fully enforceable.

The association may, upon affirmative vote of a majority of its board of directors, purchase insurance to indemnify its institution-affiliated parties to the extent that such indemnification is allowed in these bylaws; provided, however, that no such insurance shall include coverage for a final order assessing civil money penalties against such persons by a bank regulatory agency. Such insurance may, but need not, be for the benefit of all institution- affiliated parties.

ARTICLE IX
Inspection and Amendments

Section 1. Inspection. A copy of the bylaws of the association, with all amendments, shall at all times be kept in a convenient place at the main office of the association, and shall be open for inspection to all shareholders during banking hours.

Section 2. Amendments. The bylaws of the association may be amended, altered or repealed, at any regular meeting of the board of directors, by a vote of a majority of the total number of the directors except as provided below, and provided that the following language accompany any such change.

I, , certify that: (1) I am the duly constituted (secretary or treasurer) of and secretary of its board of directors, and as such officer am the official custodian of its records; (2) the foregoing bylaws are the bylaws of the association, and all of them are now lawfully in force and effect.

I have hereunto affixed my official signature on this day of .

_____

(Secretary or Treasurer)

The association's shareholders may amend or repeal the bylaws even though the bylaws also may be amended or repealed by the board of directors.

EXHIBIT 6

Section 321(b) Consent

Pursuant to Section 321(b) of the Trust Indenture Act of 1939, as amended, Wilmington Trust, National Association hereby consents that reports of examinations by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon requests therefor.

WILMINGTON TRUST, NATIONAL ASSOCIATION

Dated: December 13, 2017

By: /s/ Joseph P. O'Donnell
Name: Joseph P. O'Donnell
Title: Vice President

EXHIBIT 7

REPORT OF CONDITION

WILMINGTON TRUST, NATIONAL ASSOCIATION

As of the close of business on September 30, 2017

	Thousands of Dollars
ASSETS	
Cash and balances due from depository institutions:	2,747,707
Securities:	5,621
Federal funds sold and securities purchased under agreement to resell:	280,400
Loans and leases held for sale:	0
Loans and leases net of unearned income, allowance:	238,963
Premises and fixed assets:	4,660
Other real estate owned:	438
Investments in unconsolidated subsidiaries and associated companies:	0
Direct and indirect investments in real estate ventures:	0
Intangible assets:	0
Other assets:	41,253
Total Assets:	3,319,042

	Thousands of Dollars
LIABILITIES	
Deposits	2,761,758
Federal funds purchased and securities sold under agreements to repurchase	0
Other borrowed money:	0
Other Liabilities:	30,577
Total Liabilities	2,792,335

	Thousands of Dollars
EQUITY CAPITAL	
Common Stock	1,000
Surplus	395,010
Retained Earnings	130,974
Accumulated other comprehensive income	(277)
Total Equity Capital	526,707
Total Liabilities and Equity Capital	3,319,042

LETTER OF TRANSMITTAL

To Tender For Exchange

$2,750,000,000 2.375% Senior Notes due 2020
$3,500,000,000 3.000% Senior Notes due 2022
$2,500,000,000 3.625% Senior Notes due 2024
$4,800,000,000 3.875% Senior Notes due 2027
$750,000,000 2.200% Senior Notes due 2021
$1,000,000,000 2.650% Senior Notes due 2023
$1,000,000,000 3.125% Senior Notes due 2025
$1,250,000,000 3.500% Senior Notes due 2028
of
Broadcom Corporation
Broadcom Cayman Finance Limited

Pursuant to the Prospectus Dated ,

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 11:59 P.M., NEW YORK CITY TIME, ON , 2018, UNLESS EXTENDED (THE "EXPIRATION DATE").

The Exchange Agent for the Exchange Offer is:

WILMINGTON TRUST, NATIONAL ASSOCIATION

By Hand, Overnight Delivery or Mail
(Registered or Certified Mail Recommended):

Wilmington Trust, National Association
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-1626
Attention: Exchange

By Facsimile Transmission
(for eligible institutions only):

(302) 636-4139
Attention: Exchange

Fax cover sheets should provide a call-back number and request a call back, upon receipt.

Other inquiries:
DTC2@WilmingtonTrust.com

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR VIA A FACSIMILE TRANSMISSION TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY OF THIS LETTER OF TRANSMITTAL. DELIVERY OF DOCUMENTS TO THE DEPOSITORY TRUST COMPANY DOES NOT CONSTITUTE DELIVERY TO THE EXCHANGE AGENT.

The undersigned hereby acknowledges receipt of the prospectus, dated , , of Broadcom Corporation, a California corporation, and Broadcom Cayman Finance Limited, an exempted company incorporated under the laws of the Cayman Islands (together, the "Issuers"), which, together with this letter of transmittal, constitute the Issuers' offer to exchange up to $2,750,000,000 aggregate principal amount of any and all of its outstanding privately placed 2.375% Senior Notes due 2020, $3,500,000,000 aggregate principal amount of any and all of its outstanding privately placed 3.000% Senior Notes due 2022, $2,500,000,000 aggregate principal amount of any and all of its outstanding privately placed 3.625% Senior

Notes due 2024 and $4,800,000,000 aggregate principal amount of any and all of its outstanding privately placed 3.875% Senior Notes due 2027 (such notes privately placed on January 19, 2017, collectively, the "January 2017 Notes"), and $750,000,000 aggregate principal amount of any and all of its outstanding privately placed 2.200% Senior Notes due 2021, $1,000,000,000 aggregate principal amount of any and all of its outstanding privately placed 2.650% Senior Notes due 2023, $1,000,000,000 aggregate principal amount of any and all of its outstanding privately placed 3.125% Senior Notes due 2025 and $1,250,000,000 aggregate principal amount of any and all of its outstanding privately placed 3.500% Senior Notes due 2028 (such notes privately placed on October 17, 2017, collectively, the "October 2017 Notes") (the January 2017 Notes together with the October 2017 Notes, the "old notes") for newly issued 2.375% Senior Notes due 2020, 3.000% Senior Notes due 2022, 3.625% Senior Notes due 2024, 3.875% Senior Notes due 2027, 2.200% Senior Notes due 2021, 2.650% Senior Notes due 2023, 3.125% Senior Notes due 2025 and 3.500% Senior Notes due 2028 (collectively, the "new notes"), respectively, in an exchange offer that is registered under the Securities Act of 1933, as amended (the "Securities Act"). Old notes may be tendered in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

IF YOU DESIRE TO EXCHANGE YOUR OLD NOTES FOR AN EQUAL AGGREGATE PRINCIPAL AMOUNT OF NEW NOTES, YOU MUST VALIDLY TENDER (AND NOT VALIDLY WITHDRAW) YOUR OLD NOTES TO THE EXCHANGE AGENT PRIOR TO THE EXPIRATION DATE.

YOU MUST SIGN THIS LETTER OF TRANSMITTAL WHERE INDICATED BELOW. PLEASE READ THE INSTRUCTIONS SET FORTH BELOW CAREFULLY BEFORE COMPLETING THIS LETTER OF TRANSMITTAL.

This letter of transmittal is to be completed by holders of the Issuers' old notes if either certificates representing such notes are to be forwarded herewith or, unless an agent's message is used, tenders of such notes are to be made by book-entry transfer to an account maintained by the exchange agent at The Depository Trust Company ("DTC") pursuant to the procedures set forth in the prospectus under the heading "The Exchange Offer—Procedures for Tendering Outstanding Notes."

The undersigned has completed, executed and delivered this letter of transmittal to indicate the action the undersigned desires to take with respect to the exchange offer.

Holders that are tendering by book-entry transfer to the exchange agent's account at DTC may execute the tender though the DTC Automated Tender Offer Program, for which the exchange offer is eligible. DTC participants that are tendering old notes pursuant to the exchange offer must transmit their acceptance through the Automated Tender Offer Program to DTC, which will edit and verify the acceptance and send an agent's message to the exchange agent for its acceptance.

To properly complete this letter of transmittal, a holder of old notes must:

- complete the table entitled "Description of Old Notes";
- if appropriate, check and complete the boxes relating to guaranteed delivery, Special Issuance Instructions and Special Delivery Instructions;
- sign the letter of transmittal; and
- complete the IRS Form W-9 (or provide an IRS Form W-8).

If a holder desires to tender old notes pursuant to the exchange offer and (1) certificates representing such old notes are not immediately available, (2) time will not permit this letter of transmittal, certificates representing such old notes or other required documents to reach the exchange agent prior to the Expiration Date, or (3) the procedures for book-entry transfer (including delivery of an agent's message) cannot be completed prior to the Expiration Date, then such holder may nevertheless tender such old notes with the effect that such tender will be deemed to have been received prior to the Expiration Date if the guaranteed delivery procedures described in the prospectus under "The Exchange Offer—Guaranteed Delivery Procedures" are followed. See Instruction 1 below.

PLEASE READ THE ENTIRE LETTER OF TRANSMITTAL, INCLUDING THE INSTRUCTIONS, AND THE PROSPECTUS CAREFULLY BEFORE COMPLETING THIS LETTER OF TRANSMITTAL OR CHECKING ANY BOX BELOW. The instructions included with this letter of transmittal must be followed. Questions and requests for assistance or for additional copies of the prospectus and this letter of transmittal, the Notice of Guaranteed Delivery and related documents may be directed to Wilmington Trust, National Association at the address set forth on the cover page of this letter of transmittal. See Instruction 11 below.

List below the old notes to which this letter of transmittal relates. If the space provided is inadequate, list the certificate numbers and principal amounts on a separately executed schedule and affix the schedule to this letter of transmittal. Tenders of old notes will be accepted only in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

DESCRIPTION OF OLD NOTES			
NAME(S) AND ADDRESS(ES) OF REGISTERED HOLDER(S) (PLEASE FILL IN)	**CERTIFICATE NUMBER(S)***	**AGGREGATE PRINCIPAL AMOUNT REPRESENTED****	**PRINCIPAL AMOUNT TENDERED****
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
TOTAL PRINCIPAL AMOUNT OF OLD NOTES		$	$

* Need not be completed by holders delivering by book-entry transfer (see below).

** Unless otherwise indicated in the column “Principal Amount Tendered” and subject to the terms and conditions of the exchange offer, the holder will be deemed to have tendered the entire aggregate principal amount represented by each note listed above and delivered to the exchange agent. See Instruction 4.

PLEASE READ THIS ENTIRE LETTER OF TRANSMITTAL CAREFULLY BEFORE COMPLETING THE BOXES BELOW

☐ **CHECK HERE IF CERTIFICATES FOR TENDERED OLD NOTES ARE ENCLOSED HEREWITH.**

☐ **CHECK HERE IF TENDERED OLD NOTES ARE BEING DELIVERED BY BOOK- ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT WITH DTC AND COMPLETE THE FOLLOWING:**

Name of Tendering Institution: _____

Account Number with DTC: _____

Transaction Code Number: _____

☐ **CHECK HERE AND ENCLOSE A PHOTOCOPY OF THE NOTICE OF GUARANTEED DELIVERY IF TENDERED OLD NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE EXCHANGE AGENT AND COMPLETE THE FOLLOWING:**

Name(s) of Registered Holder(s): _____

Window Ticket Number(s) (if any): _____

Date of Execution of the Notice of Guaranteed Delivery: _____

Name of Eligible Institution that Guaranteed Delivery: _____

If delivered by book-entry transfer, complete the following:

Name of Tendering Institution: _____

Account Number at DTC: _____

Transaction Code Number: _____

☐ **PLEASE FILL IN YOUR NAME AND ADDRESS BELOW IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 ADDITIONAL COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.**

Name: _____

Address: _____

Telephone Number (Including Area Code): _____

NOTE: SIGNATURES MUST BE PROVIDED BELOW

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the exchange offer, the undersigned hereby tenders to Broadcom Corporation, a California corporation, and Broadcom Cayman Finance Limited (together, the "Issuers"), the principal amount of the Issuers' outstanding privately placed 2.375% Senior Notes due 2020, 3.000% Senior Notes due 2022, 3.625% Senior Notes due 2024 and 3.875% Senior Notes due 2027 (such notes privately placed on January 19, 2017, the "January 2017 Notes"), and 2.200% Senior Notes due 2021, 2.650% Senior Notes due 2023, 3.125% Senior Notes due 2025 and 3.500% Senior Notes due 2028 (such notes privately placed on October 17, 2017, the "October 2017 Notes") (the January 2017 Notes together with the October 2017 Notes, the "old notes") described above. Subject to, and effective upon, the acceptance for exchange of the old notes tendered herewith, the undersigned hereby sells, assigns and transfers to, or upon the order of, the Issuers all right, title and interest in and to such old notes.

The undersigned hereby irrevocably constitutes and appoints the exchange agent as the true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that the exchange agent also acts as the agent of the Issuers and as trustee under the indenture relating to the old notes) with respect to such tendered old notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), subject only to the right of withdrawal described in the prospectus, to (1) deliver certificates representing such tendered old notes, or transfer ownership of such notes, on the account books maintained by The Depository Trust Company ("DTC"), and to deliver all accompanying evidence of transfer and authenticity to, or upon the order of, the Issuers upon receipt by the exchange agent, as the undersigned's agent, of the Issuers' new 2.375% Senior Notes due 2020, 3.000% Senior Notes due 2022, 3.625% Senior Notes due 2024, 3.875% Senior Notes due 2027, 2.200% Senior Notes due 2021, 2.650% Senior Notes due 2023, 3.125% Senior Notes due 2025 and 3.500% Senior Notes due 2028 (collectively, the "new notes") to which the undersigned is entitled upon the acceptance by the Issuers of such old notes for exchange pursuant to the exchange offer, (2) receive all benefits and otherwise to exercise all rights of beneficial ownership of such old notes, all in accordance with the terms and conditions of the exchange offer, and (3) present such old notes for transfer, and transfer such old notes, on the relevant security register.

The undersigned hereby represents and warrants that the undersigned (1) owns the old notes tendered and is entitled to tender such notes and (2) has full power and authority to tender, sell, exchange, assign and transfer the old notes and to acquire new notes issuable upon the exchange of such tendered old notes and that, when the same are accepted for exchange, the Issuers will acquire good, marketable and unencumbered title to the tendered old notes, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right or restriction or proxy of any kind. The undersigned also warrants that it will, upon request, execute and deliver any additional documents deemed by the exchange agent or the Issuers to be necessary or desirable to complete the sale, exchange, assignment and transfer of tendered old notes or to transfer ownership of such old notes on the account books maintained by DTC. The undersigned agrees to all of the terms of the exchange offer, as described in the prospectus and this letter of transmittal.

Tenders of the old notes pursuant to any one of the procedures described in the prospectus under the caption "The Exchange Offer—Procedures for Tendering Outstanding Notes" and in the instructions to this letter of transmittal will, upon the Issuers' acceptance of the old notes for exchange, constitute a binding agreement between the undersigned and the Issuers in accordance with the terms and subject to the conditions of the exchange offer.

The exchange offer is subject to the conditions set forth in the prospectus under the caption "The Exchange Offer—Conditions to the Exchange Offer." As a result of these conditions (which may be waived, in whole or in part, by the Issuers), as more particularly set forth in the prospectus, the Issuers may not be required to exchange any of the old notes tendered by this letter of transmittal, and, in such event, the old notes not exchanged will be returned to the undersigned at the address shown below the signature of the undersigned.

By tendering old notes and executing this letter of transmittal, the undersigned hereby represents and warrants that:

(1) the undersigned or any beneficial owner of the old notes is acquiring the new notes in the ordinary course of business of the undersigned (or such beneficial owner);

(2) neither the undersigned nor any beneficial owner is engaging in or intends to engage in a distribution of the new notes within the meaning of the federal securities laws;

(3) neither the undersigned nor any beneficial owner has (and, at the time the exchange offer is consummated, neither will have) an arrangement or understanding with any person or entity to participate in a distribution of the new notes;

(4) neither the undersigned nor any beneficial owner is an "affiliate," as such term is defined under Rule 405 promulgated under the Securities Act, of the Issuers or any guarantors of the new notes. Upon request by the Issuers, the undersigned or such beneficial owner will deliver to the Issuers a legal opinion confirming it is not such an affiliate;

(5) the undersigned and each beneficial owner acknowledges and agrees that any person who is a broker-dealer registered under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or is participating in the exchange offer for the purpose of distributing the new notes, must comply with the registration and prospectus-delivery requirements of the Securities Act in connection with a secondary resale transaction of the new notes or interests therein acquired by such person and cannot rely on the position of the staff of the Securities and Exchange Commission (the "SEC") set forth in certain no-action letters;

(6) a secondary resale transaction described in clause (5) above and any resales of new notes or interests therein obtained by such holder in exchange for old notes or interests therein originally acquired by such holder directly from the Issuers should be covered by an effective registration statement containing the selling security holder information required by Item 507 or Item 508, as applicable, of Regulation S-K or the SEC; and

(7) the undersigned is not acting on behalf of any person or entity who could not truthfully make the foregoing representations.

The undersigned may, IF AND ONLY IF UNABLE TO MAKE ALL OF THE REPRESENTATIONS AND WARRANTIES CONTAINED IN CLAUSES (1)-(7) ABOVE, elect to have its old notes registered in the shelf registration described in the applicable Registration Rights Agreement, dated January 19, 2017 or October 19, 2017, among the Issuers and certain parties thereto, in the form filed as exhibit 4.6 to Broadcom Limited's Current Report on Form 8-K filed with the SEC on January 19, 2017 and October 19, 2017, respectively (together, the "Registration Rights Agreements"). By making such election, the undersigned agrees, as a holder of restricted securities participating in a shelf registration, severally and not jointly, to indemnify and hold harmless the Issuers, the directors and officers of the Issuers and each person, if any, who controls the Issuers, within the meaning of Section 15 of the Securities Act or Section 20(a) of the Exchange Act against any and all losses, claims, damages, liabilities and judgments caused by (1) any untrue statement or alleged untrue statement of any material fact contained in the shelf registration statement filed with respect to such old notes or the prospectus or in any amendment thereof or supplement thereto or (2) the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that any such loss, claim, damage, liability or judgment arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made therein based on information relating to the undersigned furnished to the Issuers in writing by or on behalf of the undersigned expressly for use therein. Any such indemnification shall be governed by the terms and subject to the conditions set forth in the applicable Registration Rights Agreement, including, without limitation, the provisions regarding notice, retention of counsel, contribution and payment of expenses set forth therein. The above summary of the indemnification provisions of the Registration Rights Agreements is not intended to be exhaustive and is qualified in its entirety by reference to the Registration Rights Agreements.

If the undersigned is a broker-dealer that will receive new notes for its own account in exchange for old notes, it represents that the old notes to be exchanged for the new notes were acquired by it for its own account as a result of market-making activities or other trading activities and acknowledges that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such new notes; however, by so acknowledging and delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. If the undersigned is a broker-dealer and old notes held for its own account were not acquired as a result of market-making or other trading activities, such old notes cannot be exchanged pursuant to the exchange offer.

All authority herein conferred or agreed to be conferred shall not be affected by, and shall survive, the death, bankruptcy or incapacity of the undersigned, and every obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives of the undersigned.

Tendered old notes may be withdrawn at any time prior to 11:59 p.m., New York City time, on , 2018, or such later time to which the Issuers may extend the exchange offer.

Unless otherwise indicated herein under the box entitled "Special Issuance Instructions" below, new notes, and old notes not tendered or accepted for exchange, will be issued in the name of the undersigned. Similarly, unless otherwise indicated under the box entitled "Special Delivery Instructions" below, new notes, and old notes delivered to the exchange agent but not tendered or accepted for exchange, will be delivered to the undersigned at the address shown below the signature of the undersigned. In the case of a book-entry delivery of new notes, the exchange agent will credit the account maintained by DTC with any old notes delivered to the exchange agent but not tendered. The Issuers have no obligation pursuant to the "Special Issuance Instructions" to transfer any tendered old notes from the name of the registered holder thereof if the Issuers do not accept for exchange any of the principal amount of such old notes so tendered.

The new notes will bear interest from the date of original issuance of the old notes or, if interest has already been paid on the old notes, from the date interest was most recently paid. Interest on the old notes accepted for exchange will cease to accrue upon the issuance of the new notes.

PLEASE SIGN HERE
(To Be Completed By All Tendering Holders of Old Notes)

This letter of transmittal must be signed by the registered holder(s) of old notes exactly as their name(s) appear(s) on certificate(s) for old notes or on a security position listing, or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with this letter of transmittal, including such opinions of counsel, certifications and other information as may be required by the Issuers or the trustee for the old notes to comply with the restrictions on transfer applicable to the old notes. If the signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below under "Capacity" and submit evidence satisfactory to the exchange agent of such person's authority to so act. See Instruction 5 below. If the signature appearing below is not of the registered holder(s) of the old notes, then the registered holder(s) must sign and deliver to the exchange agent a valid power of attorney.

X _____

X _____
Signature(s) of Holder(s) or Authorized Signatory

Dated: _____, 201__

Name(s): _____

Capacity: _____

Address: _____

_____
(Zip Code)

Area Code and Telephone No.: _____

GUARANTEE OF SIGNATURE(S)
(If required—see Instructions 2 and 5 below)

Certain Signatures Must Be Guaranteed by a Signature Guarantor

_____
(Name of Signature Guarantor Guaranteeing Signatures)

_____
(Address (including zip code) and Telephone Number (including area code) of Firm)

_____
(Authorized Signature)

_____
(Print Name)

_____
(Title)

Dated:_____, 201__

SPECIAL ISSUANCE INSTRUCTIONS
(See Instructions 4 through 7)

To be completed ONLY if (1) certificates for old notes in a principal amount not tendered are to be issued in the name of, or new notes issued pursuant to the exchange offer are to be issued in the name of, someone other than the person or persons whose name(s) appear(s) within this letter of transmittal or issued to an address different from that shown in the table entitled "Description of Old Notes" within this letter of transmittal, (2) old notes not tendered, but represented by certificates tendered by this letter of transmittal, are to be returned by credit to an account maintained at DTC other than the account indicated above or (3) new notes issued pursuant to the exchange offer are to be issued by book-entry transfer to an account maintained at DTC other than the account indicated above.

Issue:

☐ New notes, to: _____

☐ Old notes, to: _____

Name(s): _____

Address: _____

Telephone Number (Including Area Code): _____

_____
(Tax Identification or Social Security Number)

DTC Account Number: _____

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 4 through 7)

To be completed ONLY if certificates for old notes in a principal amount not tendered, or new notes, are to be sent to someone other than the person or persons whose name(s) appear(s) within this letter of transmittal to an address different from that shown in the table entitled "Description of Old Notes" within this letter of transmittal.

Deliver:

☐ New notes, to: _____

☐ Old notes, to: _____

Name(s): _____

Address: _____

Telephone Number (Including Area Code): _____

_____
(Tax Identification or Social Security Number)

Is this a permanent address change? (check one box)
☐ Yes
☐ No

INSTRUCTIONS TO LETTER OF TRANSMITTAL
(Forming part of the terms and conditions of the Exchange Offer)

1. DELIVERY OF THE LETTER OF TRANSMITTAL AND OLD NOTES. The letter of transmittal is to be completed by holders of the Issuers' outstanding privately placed 2.375% Senior Notes due 2020, 3.000% Senior Notes due 2022, 3.625% Senior Notes due 2024 and 3.875% Senior Notes due 2027 (such notes privately placed on January 19, 2017, the "January 2017 Notes"), and 2.200% Senior Notes due 2021, 2.650% Senior Notes due 2023, 3.125% Senior Notes due 2025 and 3.500% Senior Notes due 2028 (such notes privately placed on October 17, 2017, the "October 2017 Notes") (the January 2017 Notes together with the October 2017 Notes, the "old notes") if certificates representing such old notes are to be forwarded herewith, or, unless an agent's message is used, if tender is to be made by book-entry transfer to the account maintained by DTC, pursuant to the procedures set forth in the prospectus under "The Exchange Offer—Procedures for Tendering Outstanding Notes." For a holder to properly tender old notes pursuant to the exchange offer, a properly completed and duly executed letter of transmittal (or a manually signed facsimile thereof), together with any signature guarantees and any other documents required by these Instructions, or a properly transmitted agent's message in the case of a book-entry transfer, must be received by the exchange agent at its address set forth herein prior to the Expiration Date, and either (1) certificates representing such old notes must be received by the exchange agent at its address, or (2) such old notes must be transferred pursuant to the procedures for book-entry transfer described in the prospectus under "The Exchange Offer—Book-Entry Delivery Procedures" and a book-entry confirmation must be received by the exchange agent prior to the Expiration Date. A holder who desires to tender old notes and who cannot comply with procedures set forth herein for tender on a timely basis or whose old notes are not immediately available must comply with the guaranteed delivery procedures discussed below.

THE METHOD OF DELIVERY OF THE LETTER OF TRANSMITTAL, THE OLD NOTES AND ALL OTHER REQUIRED DOCUMENTS TO THE EXCHANGE AGENT IS AT THE ELECTION AND SOLE RISK OF THE HOLDER, AND DELIVERY WILL BE DEEMED TO BE MADE ONLY WHEN ACTUALLY RECEIVED BY THE EXCHANGE AGENT. INSTEAD OF DELIVERY BY MAIL, HOLDERS SHOULD USE AN OVERNIGHT OR HAND DELIVERY SERVICE. IN ALL CASES, HOLDERS SHOULD ALLOW FOR SUFFICIENT TIME TO ENSURE DELIVERY TO THE EXCHANGE AGENT BEFORE THE EXPIRATION OF THE EXCHANGE OFFER AND PROPER INSURANCE SHOULD BE OBTAINED. HOLDERS MAY REQUEST THEIR BROKER, DEALER, COMMERCIAL BANK, TRUST COMPANY OR NOMINEE TO EFFECT THESE TRANSACTIONS FOR SUCH HOLDER. HOLDERS SHOULD NOT SEND ANY OLD NOTE, LETTER OF TRANSMITTAL OR OTHER REQUIRED DOCUMENTS TO THE ISSUERS.

If a holder desires to tender old notes pursuant to the exchange offer and (1) certificates representing such old notes are not immediately available, (2) time will not permit such holder's letter of transmittal, certificates representing such old notes or other required documents to reach the exchange agent prior to the Expiration Date, or (3) the procedures for book-entry transfer (including delivery of an agent's message) cannot be completed prior to the Expiration Date, then such holder may nevertheless tender such old notes with the effect that such tender will be deemed to have been received prior to the Expiration Date if the guaranteed delivery procedures set forth in the prospectus under "The Exchange Offer—Guaranteed Delivery Procedures" are followed. Pursuant to such procedures, (1) the tender must be made by or through an eligible guarantor institution (as defined below), (2) a properly completed and duly executed notice of guaranteed delivery, substantially in the form provided by the Issuers herewith, or an agent's message with respect to a guaranteed delivery that is accepted by the Issuers, must be received by the exchange agent prior to the Expiration Date and (3) the certificates for the tendered old notes, in proper form for transfer (or a book-entry confirmation of the transfer of such old notes into the exchange agent's account at DTC as described in the prospectus), together with a letter of transmittal (or manually signed facsimile thereof), properly completed and duly executed, with any required signature guarantees and any other documents required by the letter of transmittal, or a properly transmitted agent's message, must be received by the exchange agent within three Nasdaq Global Select Market trading days after the Expiration Date.

The notice of guaranteed delivery may be delivered by hand or transmitted by facsimile or mail to the exchange agent and must include a guarantee by an eligible guarantor institution in the form set forth in the notice of guaranteed delivery. For old notes to be properly tendered pursuant to the guaranteed delivery procedure, the exchange agent must receive a

notice of guaranteed delivery prior to the Expiration Date. As used herein and in the prospectus, an "eligible institution" is an "eligible guarantor institution" meeting the requirements of the registrar for the old notes and "new notes" (as defined below, and, together with the old notes, the "notes"), which requirements include membership or participation in the Security Transfer Agents Medallion Program, or STAMP, or such other "signature guarantee program" as may be determined by the registrar for the notes in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

2. GUARANTEE OF SIGNATURES. Signatures on the letter of transmittal must be guaranteed by a member of or participant in STAMP, the New York Stock Exchange, Inc. Medallion Signature Program or the Stock Exchange Medallion Program or by an eligible guarantor institution unless the old notes tendered hereby are tendered (1) by a registered holder of old notes (or by a participant in DTC whose name appears on a security position listing as the owner of such old notes) who has signed the letter of transmittal and who has not checked any of the boxes under the captions "Special Issuance Instructions" or "Special Delivery Instructions" on the letter of transmittal, or (2) for the account of an eligible guarantor institution. If the old notes are registered in the name of a person other than the signer of the letter of transmittal or if old notes not tendered are to be returned to, or are to be issued to the order of, a person other than the registered holder or if old notes not tendered are to be sent to someone other than the registered holder, then the signature on the letter of transmittal accompanying the tendered old notes must be guaranteed as described above. Beneficial owners whose old notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such broker, dealer, commercial bank, trust company or other nominee if they desire to tender old notes. See "The Exchange Offer—Procedures for Tendering Outstanding Notes" in the prospectus.

3. WITHDRAWAL OF TENDERS. Tenders of old notes may be withdrawn at any time prior to the Expiration Date. For a withdrawal of tendered old notes to be effective, a written, telegraphic or facsimile transmission notice of withdrawal must be received by the exchange agent prior to the Expiration Date at its address set forth on the cover of the letter of transmittal. The notice of withdrawal must (1) specify the name of the person who tendered the old notes to be withdrawn, (2) identify the old notes to be withdrawn, including the certificate number(s) shown on the particular certificate(s) evidencing such old notes (unless such old notes were tendered by book-entry transfer), the aggregate principal amount represented by such old notes and the name of the registered holder of such old notes, if different from that of the person who tendered such old notes, (3) be signed by the holder of such old notes in the same manner as the original signature on the letter of transmittal by which such old notes were tendered (including any required signature guarantees) or be accompanied by (i) documents of transfer sufficient to have the trustee register the transfer of the old notes into the name of the person withdrawing such notes, and (ii) a properly completed irrevocable proxy authorizing such person to effect such withdrawal on behalf of such holder (unless the old notes were tendered by book-entry transfer), and (4) specify the name in which any such old notes are to be registered, if different from that of the registered holder. If the old notes were tendered pursuant to the procedures for book-entry transfer set forth in "The Exchange Offer—Procedures for Tendering Outstanding Notes" in the prospectus, the notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawal of old notes and must otherwise comply with the procedures of DTC. If the old notes to be withdrawn have been delivered or otherwise identified to the exchange agent, a signed notice of withdrawal is effective immediately upon the exchange agent's receipt of written or facsimile notice of such withdrawal satisfying the requirements set forth above, even if physical release is not yet effected.

No permitted withdrawal of old notes may be rescinded. Any old notes properly withdrawn will thereafter be deemed not validly tendered for purposes of the exchange offer. However, properly withdrawn old notes may be re-tendered by following one of the procedures described in the prospectus under the caption "The Exchange Offer—Procedures for Tendering Outstanding Notes" at any time prior to the Expiration Date.

All questions as to the validity, form and eligibility (including time of receipt) of such withdrawal notices will be determined by the Issuers, in its reasonable discretion, which determination shall be final and binding on all parties. Neither the Issuers, any affiliates of the Issuers, the exchange agent nor any other person shall be under any duty to give any notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification.

4. PARTIAL TENDERS. Tenders of old notes pursuant to the exchange offer will be accepted only in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. If less than the entire principal amount of any old notes evidenced by a submitted certificate is tendered, the tendering holder must fill in the principal amount tendered in the last column of the table entitled "Description of Old Notes" in the letter of transmittal. The entire principal amount represented by the certificates for all old notes delivered to the exchange agent will be deemed to have been tendered unless otherwise indicated. If the entire principal amount of all old notes held by the holder is not tendered, new certificates for the principal amount of old notes not tendered and the respective series of the Issuers' new 2.375% Senior Notes due 2020, 3.000% Senior Notes due 2022, 3.625% Senior Notes due 2024, 3.875% Senior Notes due 2027, 2.200% Senior Notes due 2021, 2.650% Senior Notes due 2023, 3.125% Senior Notes due 2025 and 3.500% Senior Notes due 2028 (collectively, the "new notes") issued in exchange for any old notes tendered and accepted will be sent (or, if tendered by book-entry transfer, credited to the account at DTC designated herein) to the holder unless otherwise provided in the appropriate box on the letter of transmittal (see Instruction 6), as soon as practicable following the Expiration Date.

5. SIGNATURE ON THE LETTER OF TRANSMITTAL; BOND POWERS AND ENDORSEMENTS; GUARANTEE OF SIGNATURES. If the letter of transmittal is signed by the registered holder(s) of the old notes tendered hereby, the signature must correspond exactly with the name(s) as written on the face of certificates without alteration, enlargement or change whatsoever. If the letter of transmittal is signed by a participant in DTC whose name is shown as the owner of the old notes tendered hereby, the signature must correspond with the name shown on the security position listing the owner of the old notes.

If any of the old notes tendered hereby are owned of record by two or more joint owners, all such owners must sign the letter of transmittal.

If any tendered old notes are registered in different names on several certificates, it will be necessary to complete, sign and submit as many copies of the letter of transmittal and any necessary accompanying documents as there are different names in which certificates are held.

If the letter of transmittal is signed by the holder, and the certificates for any principal amount of old notes delivered to the exchange agent but not tendered are to be issued (or if any principal amount of such old notes is to be reissued or returned) to or, if tendered by book-entry transfer, credited to the DTC account of the registered holder, and new notes exchanged for old notes in connection with the exchange offer are to be issued to the order of the registered holder, then the registered holder need not endorse any certificates for tendered old notes nor provide a separate bond power. In any other case (including if the letter of transmittal is not signed by the registered holder), the registered holder must either properly endorse the certificates for old notes tendered or transmit a separate properly completed bond power with the letter of transmittal (in either case, executed exactly as the name(s) of the registered holder(s) appear(s) on such old notes, and, with respect to a participant in DTC whose name appears on a security position listing as the owner of old notes, exactly as the name(s) of the participant(s) appear(s) on such security position listing), with the signature on the endorsement or bond power guaranteed by a signature guarantor or an eligible guarantor institution, unless such certificates or bond powers are executed by an eligible guarantor institution, and must also be accompanied by such opinions of counsel, certifications and other information as the Issuers or the trustee for the original old notes may require in accordance with the restrictions on transfer applicable to the old notes. See Instruction 2.

Endorsements on certificates for old notes and signatures on bond powers provided in accordance with this Instruction 5 by registered holders not executing the letter of transmittal must be guaranteed by an eligible institution. See Instruction 2.

If the letter of transmittal or any certificates representing old notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to the exchange agent, in its sole discretion, of their authority so to act must be submitted with the letter of transmittal.

6. SPECIAL ISSUANCE AND SPECIAL DELIVERY INSTRUCTIONS. Tendering holders should indicate in the applicable box or boxes the name and address to which old notes for principal amounts not tendered or new notes exchanged

for old notes pursuant to the exchange offer are to be issued or sent, if different from the name and address of the holder signing the letter of transmittal. In the case of issuance in a different name, the taxpayer-identification number of the person named must also be indicated. Holders tendering by book-entry transfer may request that old notes delivered to the exchange agent but not exchanged be credited to such account maintained at DTC as such holder may designate. If no instructions are given, old notes delivered to the exchange agent but not tendered will be returned to the registered holder of such old notes. For holders of old notes tendered by book-entry transfer, old notes delivered to the exchange agent but not tendered will be returned by crediting the account at DTC designated in the letter of transmittal.

7. TAXPAYER IDENTIFICATION NUMBER AND IRS FORM W-9. Each tendering holder should provide the exchange agent with its correct taxpayer identification number, which, in the case of a holder who is an individual, is his or her social security number. If the exchange agent is not provided with the correct taxpayer identification number or an adequate basis for an exemption, the holder may be subject to backup withholding in an amount equal to up to 28% of any reportable payments made with respect to the notes and a $50 penalty imposed by the Internal Revenue Service. If withholding results in an over-payment of taxes, a refund may be obtained.

To prevent backup withholding on any reportable payments, each holder must provide such holder's correct taxpayer identification number by completing the IRS Form W-9 set forth herein, certifying that the taxpayer identification number provided is correct (or that such holder is awaiting a taxpayer identification number), and that (1) such holder is exempt from backup withholding, (2) such holder has not been notified by the Internal Revenue Service that such holder is subject to backup withholding as a result of failure to report all interest or dividends or (3) the Internal Revenue Service has notified the holder that such holder is no longer subject to backup withholding. See the instructions to the enclosed IRS Form W-9.

Certain holders (including, among others, certain non-U.S. individuals) are exempt from these backup withholding and reporting requirements. To prevent possible erroneous backup withholding, an exempt holder that is a U.S. person (as defined in the instructions to the IRS Form W-9) should provide its correct taxpayer identification number and check the "Exempt payee" box on the IRS Form W-9. In order for a non-U.S. person to qualify as exempt, such person must submit an appropriate IRS Form W-8. IRS Forms W-8 may be obtained from the Internal Revenue Service's website at www.irs.gov or from the exchange agent.

The Issuers reserve the right in their sole discretion to take whatever steps are necessary to comply with their obligation regarding backup withholding.

8. TRANSFER TAXES. The Issuers will pay all transfer taxes, if any, required to be paid by the Issuers in connection with the exchange of the old notes for the new notes. If, however, new notes, or old notes for principal amounts not tendered or accepted for exchange, are to be delivered to, or are to be issued in the name of, any person other than the registered holder of the old notes tendered, or if a transfer tax is imposed for any reason other than the exchange of the old notes in connection with the exchange offer, then the amount of any transfer tax (whether imposed on the registered holder or any other persons) will be payable by the tendering holder. If satisfactory evidence of payment of the transfer taxes or an exemption therefrom is not submitted with the letter of transmittal, the amount of such transfer taxes will be billed directly to the tendering holder.

9. MUTILATED, LOST, STOLEN OR DESTROYED OLD NOTES. If any certificate representing old notes has been mutilated, lost, stolen or destroyed, the holder should promptly contact the exchange agent at the address indicated in the letter of transmittal. The holder will then be instructed as to the steps that must be taken in order to replace the certificate. The letter of transmittal and related documents cannot be processed until the procedures for replacing mutilated, lost, stolen or destroyed certificates have been followed.

10. IRREGULARITIES. All questions as to the validity, form, eligibility, time of receipt, acceptance and withdrawal of any tenders of old notes pursuant to the procedures described in the prospectus and the form and validity of all documents will be determined by the Issuers, in its reasonable discretion, which determination shall be final and binding on all parties. The Issuers reserve the absolute right, in their sole and absolute discretion, to reject any or all tenders of any old notes determined by them not to be in proper form or the acceptance of which may, in the opinion of the Issuers' counsel, be

unlawful. The Issuers also reserve the absolute right, in their sole discretion subject to applicable law, to waive or amend any of the conditions of the exchange offer for all holders of old notes or to waive any defects or irregularities of tender for any old notes. The Issuers' interpretations of the terms and conditions of the exchange offer (including, without limitation, the instructions in the letter of transmittal) shall be final and binding. No alternative, conditional or contingent tenders will be accepted. Unless waived, any irregularities in connection with tenders must be cured within such time as the Issuers shall determine. Each tendering holder, by execution of a letter of transmittal (or a manually signed facsimile thereof), waives any right to receive any notice of the acceptance of such tender. Tenders of such old notes shall not be deemed to have been made until such irregularities have been cured or waived. Any old notes received by the exchange agent that are not properly tendered and as to which the irregularities have not been cured or waived will be returned by the exchange agent to the tendering holders promptly following the Expiration Date. None of the Issuers, any of its affiliates, the exchange agent or any other person will be under any duty to give notification of any defects or irregularities in such tenders or will incur any liability to holders for failure to give such notification.

11. REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES. Questions relating to the procedure for tendering, as well as requests for assistance or additional copies of the prospectus, the letter of transmittal and the notice of guaranteed delivery may be directed to the exchange agent at the address set forth in the letter of transmittal. Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the exchange offer.

IMPORTANT: THE LETTER OF TRANSMITTAL OR A FACSIMILE THEREOF (TOGETHER WITH CERTIFICATES FOR OLD NOTES OR A BOOK-ENTRY CONFIRMATION AND ALL OTHER REQUIRED DOCUMENTS) OR A NOTICE OF GUARANTEED DELIVERY MUST BE RECEIVED BY THE EXCHANGE AGENT PRIOR TO THE EXPIRATION DATE.

Form **W-9**

(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

u Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-memberLLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) u _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) u

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)_____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, *see How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-		-				

or

Employer identification number

		-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** u **Date** u

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. *See What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, *later*, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	**THEN check the box for . . .**
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	**THEN the payment is exempt for . . .**
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number* To Give the Requester, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor [2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, *see www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

NOTICE OF GUARANTEED DELIVERY

For Tender for Exchange

$2,750,000,000 2.375% Senior Notes due 2020
$3,500,000,000 3.000% Senior Notes due 2022
$2,500,000,000 3.625% Senior Notes due 2024
$4,800,000,000 3.875% Senior Notes due 2027
$750,000,000 2.200% Senior Notes due 2021
$1,000,000,000 2.650% Senior Notes due 2023
$1,000,000,000 3.125% Senior Notes due 2025
$1,250,000,000 3.500% Senior Notes due 2028
of

BROADCOM CORPORATION AND BROADCOM CAYMAN FINANCE LIMITED

Pursuant to the Prospectus Dated ,

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 11:59 P.M., NEW YORK CITY TIME, ON , 2018, UNLESS EXTENDED (THE "EXPIRATION DATE")

The Exchange Agent for the Exchange Offer is:

WILMINGTON TRUST, NATIONAL ASSOCIATION

By Hand, Overnight Delivery or Mail
(Registered or Certified Mail Recommended):

Wilmington Trust, National Association
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-1626
Attention: Exchange

By Facsimile Transmission
(for eligible institutions only):

(302) 636-4139
Attention: Exchange

Fax cover sheets should provide a call-back number and request a call back, upon receipt.

Other inquiries:
DTC2@WilmingtonTrust.com

This notice of guaranteed delivery, or a notice substantially equivalent to this form, must be used to accept the exchange offer (as defined below) if (1) certificates for Broadcom Corporation's and Broadcom Cayman Finance Limited's 2.375% Senior Notes due 2020, 3.000% Senior Notes due 2022, 3.625% Senior Notes due 2024 and 3.875% Senior Notes due 2027 (such notes privately placed on January 19, 2017, the "January 2017 Notes"), and 2.200% Senior Notes due 2021, 2.650% Senior Notes due 2023, 3.125% Senior Notes due 2025 and 3.500% Senior Notes due 2028 (such notes privately placed on October 17, 2017, the "October 2017 Notes") (the January 2017 Notes together with the October 2017 Notes, the "old notes") are not immediately available, (2) old notes, the letter of transmittal and all other required documents cannot be delivered to the exchange agent prior to the Expiration Date, or (3) the procedures for delivery by book-entry transfer cannot be completed prior to the Expiration Date. This notice of guaranteed delivery may be transmitted by facsimile or delivered by mail, hand or overnight courier to the exchange agent prior to the Expiration Date. See "The Exchange Offer—Guaranteed Delivery Procedures" in the prospectus.

Transmission of this notice of guaranteed delivery via facsimile to a number other than as set forth above or delivery of this notice of guaranteed delivery to an address other than as set forth above will not constitute a valid delivery.

This notice of guaranteed delivery is not to be used to guarantee signatures. If an "eligible institution" is required to guarantee a signature on a letter of transmittal pursuant to the instructions therein, such signature guarantee must appear in the applicable space provided in the signature box in the letter of transmittal.

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

The undersigned hereby tenders to Broadcom Corporation and Broadcom Cayman Finance Limited (together, the "Issuers"), upon the terms and subject to the conditions set forth in the prospectus and the letter of transmittal, receipt of which is hereby acknowledged, the aggregate principal amount of old notes set forth below pursuant to the guaranteed delivery procedures set forth in the prospectus under the caption "The Exchange Offer—Guaranteed Delivery Procedures." The undersigned hereby authorizes the exchange agent to deliver this notice of guaranteed delivery to the Issuers with respect to the old notes tendered pursuant to the exchange offer.

The undersigned understands that tenders of the old notes will be accepted only in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. The undersigned also understands that tenders of the old notes pursuant to the exchange offer may be withdrawn at any time prior to the Expiration Date. For a withdrawal of a tender of old notes to be effective, it must be made in accordance with the procedures set forth in the prospectus under "The Exchange Offer—Withdrawal Rights."

The undersigned understands that the exchange of old notes for the respective series of the Issuers' new 2.375% Senior Notes due 2020, 3.000% Senior Notes due 2022, 3.625% Senior Notes due 2024, 3.875% Senior Notes due 2027, 2.200% Senior Notes due 2021, 2.650% Senior Notes due 2023, 3.125% Senior Notes due 2025 and 3.500% Senior Notes due 2028 (collectively, the "new notes") will be made only if the exchange agent timely receives (1) the certificates of the tendered old notes, in proper form for transfer (or a book-entry confirmation of the transfer of such old notes into the exchange agent's account at The Depository Trust Company ("DTC")) and (2) a letter of transmittal (or a manually signed facsimile thereof) properly completed and duly executed with any required signature guarantees, together with any other documents required by the letter of transmittal (or a properly transmitted agent's message), within three Nasdaq Global Select Market trading days after the Expiration Date.

The authority herein conferred or agreed to be conferred by this notice of guaranteed delivery shall not be affected by, and shall survive, the death or incapacity of the undersigned, and every obligation of the undersigned under this notice of guaranteed delivery shall be binding upon the heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives of the undersigned.

PLEASE SIGN AND COMPLETE

X _____

X _____

Signature(s) of Registered Holder(s) or Authorized Signatory

Name(s) of Registered Holder(s):

_____

Principal Amount of old notes Tendered*:

_____

Certificate No.(s) of old notes (if available):

_____

* Must be in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

Date: _____

Address: _____

Telephone No. (Including Area Code): _____

If old notes will be delivered by book-entry transfer, provide information below:

Name of Tendering Institution: _____

Depository Account No. with DTC: _____

Transaction Code Number: _____

DO NOT SEND OLD NOTES WITH THIS FORM. OLD NOTES SHOULD BE SENT TO THE EXCHANGE AGENT TOGETHER WITH A PROPERLY COMPLETED AND DULY EXECUTED LETTER OF TRANSMITTAL OR PROPERLY TRANSMITTED AGENT'S MESSAGE.

This notice of guaranteed delivery must be signed by the holder(s) exactly as their name(s) appear(s) on certificate(s) for old notes or on a security position listing as the owner of old notes, or by person(s) authorized to become holder(s) by endorsements and documents transmitted with this notice of guaranteed delivery. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must provide the following information:

PLEASE PRINT NAME(S) AND ADDRESS(ES)

Name(s): _____

_____

Capacity: _____

Address(es): _____

_____

_____

THE GUARANTEE BELOW MUST BE COMPLETED

GUARANTEE
(Not to be used for Signature Guarantee)

The undersigned, an "eligible guarantor institution" meeting the requirements of the registrar for the old notes, which requirements include membership or participation in the Security Transfer Agent Medallion Program, or STAMP, or such other "signature guarantee program" as may be determined by the registrar for the old notes in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended, hereby guarantees that the old notes to be tendered hereby are in proper form for transfer (pursuant to the procedures set forth in the prospectus under "The Exchange Offer—Guaranteed Delivery Procedures"), and that the exchange agent will receive (a) such old notes, or a book-entry confirmation of the transfer of such old notes into the exchange agent's account at The Depository Trust Company, and (b) a properly completed and duly executed letter of transmittal (or facsimile thereof) with any required signature guarantees and any other documents required by the letter of transmittal, or a properly transmitted agent's message, within three Nasdaq Global Select Market trading days after the Expiration Date.

The eligible guarantor institution that completes this form must communicate the guarantee to the exchange agent and must deliver the letter of transmittal, or a properly transmitted agent's message, and old notes, or a book-entry confirmation in the case of a book-entry transfer, to the exchange agent within the time period set forth above. Failure to do so could result in a financial loss to such eligible guarantor institution.

Name of Firm: _____

Authorized Signature: _____

Title: _____

Address: _____

Telephone Number (Including Area Code): _____

Dated: _____ , 201__

LETTER TO DTC PARTICIPANTS REGARDING THE OFFER TO EXCHANGE

2.375% SENIOR NOTES DUE 2020	**2.200% SENIOR NOTES DUE 2021**
3.000% SENIOR NOTES DUE 2022	**2.650% SENIOR NOTES DUE 2023**
3.625% SENIOR NOTES DUE 2024	**3.125% SENIOR NOTES DUE 2025**
3.875% SENIOR NOTES DUE 2027	**3.500% SENIOR NOTES DUE 2028**

FOR

2.375% SENIOR NOTES DUE 2020	**2.200% SENIOR NOTES DUE 2021**
3.000% SENIOR NOTES DUE 2022	**2.650% SENIOR NOTES DUE 2023**
3.625% SENIOR NOTES DUE 2024	**3.125% SENIOR NOTES DUE 2025**
3.875% SENIOR NOTES DUE 2027	**3.500% SENIOR NOTES DUE 2028**

OF

BROADCOM CORPORATION
BROADCOM CAYMAN FINANCE LIMITED

PURSUANT TO THE PROSPECTUS DATED ,

144A CUSIPS:		**Reg S CUSIPS:**	
11134L AA7	**11134L AJ8**	**U1108L AA7**	**U1108L AE9**
11134L AC3	**11134L AL3**	**U1108L AB5**	**U1108L AF6**
11134L AE9	**11134L AN9**	**U1108L AC3**	**U1108L AG4**
11134L AG4	**11134L AQ2**	**U1108L AD1**	**U1108L AH2**

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 11:59 P.M., NEW YORK CITY TIME, ON , 2018, UNLESS EXTENDED (THE "EXPIRATION DATE").

[DATE]

To Securities Dealers, Commercial Banks
Trust Companies and Other Nominees:

Enclosed for your consideration is a prospectus dated , (the "Prospectus") and a Letter of Transmittal (the "Letter of Transmittal") that together constitute the offer (the "Exchange Offer") by Broadcom Corporation, a California corporation, and Broadcom Cayman Finance Limited, an exempted company incorporated under the laws of the Cayman Islands (together, the "Issuers"), to exchange up to $2.75 billion aggregate principal amount of any and all of its outstanding privately placed 2.375% senior notes due 2020, $3.5 billion aggregate principal amount of any and all of its outstanding privately placed 3.000% senior notes due 2022, $2.5 billion aggregate principal amount of any and all of its outstanding privately placed 3.625% senior notes due 2024, $4.8 billion aggregate principal amount of any and all of its outstanding privately placed 3.875% senior notes due 2027, $750 million aggregate principal amount of any and all of its outstanding privately placed 2.200% senior notes due 2021, $1.0 billion aggregate principal amount of any and all of its outstanding privately placed 2.650% senior notes due 2023, $1.0 billion aggregate principal amount of any and all of its outstanding privately placed 3.125% senior notes due 2025 and $1.25 billion aggregate principal amount of any and all of its outstanding privately placed 3.500% senior notes due 2028 (collectively, the "Old Notes") for an equal aggregate principal amount of its newly issued 2.375% senior notes due 2020, 3.000% senior notes due 2022, 3.625% senior notes due 2024, 3.875% senior notes due 2027, 2.200% senior notes due 2021, 2.650% senior notes due 2023, 3.125% senior notes due 2025 and 3.500% senior notes due 2028 (collectively, the "New Notes"), respectively, in a transaction that is registered under the Securities Act of 1933, as amended (the "Securities Act"), upon the terms and conditions set forth in the Prospectus. The Prospectus and Letter of Transmittal more fully describe the Exchange Offer. Capitalized terms used but not defined herein have the meanings given to them in the Prospectus.

We are asking you to contact your clients for whom you hold Old Notes registered in your name or in the name of your nominee. In addition, we ask you to contact your clients who, to your knowledge, hold Old Notes registered in their own name.

Enclosed are copies of the following documents:

1. The Prospectus;
2. The Letter of Transmittal for your use in connection with the tender of Old Notes and for the information of your clients;
3. The Notice of Guaranteed Delivery to be used to accept the Exchange Offer if the Old Notes and all other required documents cannot be delivered to the Exchange Agent prior to the Expiration Date; and
4. A form of letter that may be sent to your clients for whose accounts you hold Old Notes registered in your name or the name of your nominee, with space provided for obtaining the clients' instructions with regard to the Exchange Offer.

DTC participants will be able to execute tenders through the DTC Automated Tender Offer Program.

Please note that the Exchange Offer will expire at 11:59 p.m., New York city time, on , 2018, unless extended by the Company. We urge you to contact your clients as promptly as possible.

You will be reimbursed by the Company for customary mailing and handling expenses incurred by you in forwarding any of the enclosed materials to your clients.

Additional copies of the enclosed material may be obtained form the Exchange Agent, at the address and email address set forth below.

Very truly yours,

Wilmington Trust, National Association
Attention: Exchange
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-1626
DTC2@WilmingtonTrust.com

Nothing herein or in the enclosed documents shall constitute you or any person as an agent of the Company or the Exchange Agent, or authorize you or any other person to make any statements on behalf of either of them with respect to the Exchange Offer, except for statements expressly made in the Prospectus and the Letter of Transmittal.

LETTER TO BENEFICIAL HOLDERS REGARDING THE OFFER TO EXCHANGE

2.375% SENIOR NOTES DUE 2020	**2.200% SENIOR NOTES DUE 2021**
3.000% SENIOR NOTES DUE 2022	**2.650% SENIOR NOTES DUE 2023**
3.625% SENIOR NOTES DUE 2024	**3.125% SENIOR NOTES DUE 2025**
3.875% SENIOR NOTES DUE 2027	**3.500% SENIOR NOTES DUE 2028**

FOR

2.375% SENIOR NOTES DUE 2020	**2.200% SENIOR NOTES DUE 2021**
3.000% SENIOR NOTES DUE 2022	**2.650% SENIOR NOTES DUE 2023**
3.625% SENIOR NOTES DUE 2024	**3.125% SENIOR NOTES DUE 2025**
3.875% SENIOR NOTES DUE 2027	**3.500% SENIOR NOTES DUE 2028**

OF

BROADCOM CORPORATION
BROADCOM CAYMAN FINANCE LIMITED

PURSUANT TO THE PROSPECTUS DATED ,

144A CUSIPS:		**Reg S CUSIPS:**	
11134L AA7	**11134L AJ8**	**U1108L AA7**	**U1108L AE9**
11134L AC3	**11134L AL3**	**U1108L AB5**	**U1108L AF6**
11134L AE9	**11134L AN9**	**U1108L AC3**	**U1108L AG4**
11134L AG4	**11134L AQ2**	**U1108L AD1**	**U1108L AH2**

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 11:59 P.M., NEW YORK CITY TIME, ON , 2018, UNLESS EXTENDED (THE "EXPIRATION DATE").

[DATE]

To Our Clients:

Enclosed for your consideration is a prospectus dated , (the "Prospectus") and a Letter of Transmittal (the "Letter of Transmittal") that together constitute the offer (the "Exchange Offer") by Broadcom Corporation, a California corporation, and Broadcom Cayman Finance Limited, an exempted company incorporated under the laws of the Cayman Islands (together, the "Issuers"), to exchange up to $2.75 billion aggregate principal amount of any and all of its outstanding privately placed 2.375% senior notes due 2020, $3.5 billion aggregate principal amount of any and all of its outstanding privately placed 3.000% senior notes due 2022, $2.5 billion aggregate principal amount of any and all of its outstanding privately placed 3.625% senior notes due 2024, $4.8 billion aggregate principal amount of any and all of its outstanding privately placed 3.875% senior notes due 2027, $750 million aggregate principal amount of any and all of its outstanding privately placed 2.200% senior notes due 2021, $1.0 billion aggregate principal amount of any and all of its outstanding privately placed 2.650% senior notes due 2023, $1.0 billion aggregate principal amount of any and all of its outstanding privately placed 3.125% senior notes due 2025 and $1.25 billion aggregate principal amount of any and all of its outstanding privately placed 3.500% senior notes due 2028 (collectively, the "Old Notes") for an equal aggregate principal amount of its newly issued 2.375% senior notes due 2020, 3.000% senior notes due 2022, 3.625% senior notes due 2024, 3.875% senior notes due 2027, 2.200% senior notes due 2021, 2.650% senior notes due 2023, 3.125% senior notes due 2025 and 3.500% senior notes due 2028 (collectively, the "New Notes"), respectively, in a transaction that is registered under the Securities Act of 1933, as amended (the "Securities Act"), upon the terms and conditions set forth in the Prospectus. The Prospectus and Letter of Transmittal more fully describe the Exchange Offer. Capitalized terms used but not defined herein have the meanings given to them in the Prospectus.

These materials are being forwarded to you as the beneficial owner of Old Notes carried by us for your account or benefit but not registered in your name. A tender of any Old Notes may be made only by us as the registered holder and pursuant to your instructions. Therefore, the Company urges beneficial owners of Old Notes registered in the name of a broker, dealer, commercial bank, trust company or other nominee to contact such registered holder promptly if they wish to tender Old Notes in the Exchange Offer.

Accordingly, we request instructions as to whether you wish us to tender any or all of your Old Notes, pursuant to the terms and conditions set forth in the Prospectus and Letter of Transmittal. We urge you to read carefully the Prospectus and Letter of Transmittal before instructing us to tender your Old Notes.

Your instructions to us should be forwarded as promptly as possible in order to permit us to tender Old Notes on your behalf in accordance with the provisions of the Exchange Offer. The Exchange Offer will expire at 11:59 p.m., New York city time, on **, 2018, unless extended by the Company**. Old Notes tendered pursuant to the Exchange Offer may be withdrawn, subject to the procedures described in the Prospectus, at any time prior to the Expiration Date.

If you wish to have us tender any or all of your Old Notes held by us for your account or benefit, please so instruct us by completing, executing and returning to us the instruction form that appears below. The accompanying Letter of Transmittal is furnished to you for informational purposes only and may not be used by you to tender Old Notes held by us and registered in our name for your account or benefit.

INSTRUCTIONS TO REGISTERED HOLDER
FROM BENEFICIAL OWNER

2.375% SENIOR NOTES DUE 2020
2.200% SENIOR NOTES DUE 2021
3.000% SENIOR NOTES DUE 2022
2.650% SENIOR NOTES DUE 2023
3.625% SENIOR NOTES DUE 2024
3.125% SENIOR NOTES DUE 2025
3.875% SENIOR NOTES DUE 2027
3.500% SENIOR NOTES DUE 2028

OF

BROADCOM CORPORATION
BROADCOM CAYMAN FINANCE LIMITED

The undersigned acknowledge(s) receipt of your letter and the enclosed materials referred to therein relating to the Exchange Offer of the Company. Capitalized terms used but not defined herein have the meanings ascribed to them in the Prospectus.

This will instruct you to tender the principal amount of Old Notes indicated below held by you for the account or benefit of the undersigned, pursuant to the terms and conditions set forth in the Prospectus and the Letter of Transmittal.

The aggregate principal amount of the Old Notes held by you for the account of the undersigned is:

$_____ of 2.375% Senior Notes due 2020
$_____ of 3.000% Senior Notes due 2022
$_____ of 3.625% Senior Notes due 2024
$_____ of 3.875% Senior Notes due 2027
$_____ of 2.200% Senior Notes due 2021
$_____ of 2.650% Senior Notes due 2023
$_____ of 3.125% Senior Notes due 2025
$_____ of 3.500% Senior Notes due 2028

With respect to the Exchange Offer, the undersigned hereby instructs you (check appropriate box):

☐ To TENDER the following Old Notes held by you for the account of the undersigned (*insert principal amount of Old Notes to be tendered, if any*):

$_____ of 2.375% Senior Notes due 2020
$_____ of 3.000% Senior Notes due 2022
$_____ of 3.625% Senior Notes due 2024
$_____ of 3.875% Senior Notes due 2027
$_____ of 2.200% Senior Notes due 2021
$_____ of 2.650% Senior Notes due 2023
$_____ of 3.125% Senior Notes due 2025
$_____ of 3.500% Senior Notes due 2028

☐ NOT to TENDER any Old Notes held by you for the account of the undersigned.

If the undersigned instructs you to tender the Old Notes held by you for the account of the undersigned, it is understood that you are authorized (a) to make, on behalf of the undersigned (and the undersigned, by its signature below, hereby makes to you), the representations and warranties contained in the Letter of Transmittal that are to be made with respect to the undersigned as a beneficial owner of the Old Notes, including but not limited to the representations that (i) the undersigned or any beneficial owner of the Old Notes is acquiring the New Notes in the ordinary course of business of the undersigned (or such beneficial owner), (ii) neither the undersigned nor any beneficial owner is engaging in or intends to engage in a distribution of the New Notes within the meaning of the federal securities laws, (iii) neither the undersigned nor any beneficial owner has (and, at the time the exchange offer is consummated, neither will have) an arrangement or understanding with any person or entity to participate in a distribution of the New Notes, (iv) neither the undersigned nor any beneficial owner is an "affiliate," as such term is defined under Rule 405 promulgated under the Securities Act, of the Issuers or any guarantor, (v) the undersigned and each beneficial owner acknowledges and agrees that any person who is a broker-dealer registered under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or is participating in the Exchange Offer for the purpose of distributing the New Notes, must comply with the registration and prospectus-delivery requirements of the Securities Act in connection with a secondary resale transaction of the New Notes or interests therein acquired by such person and cannot rely on the position of the staff of the Securities and Exchange Commission (the "SEC") set forth in certain no-action letters (see the section of the Prospectus entitled "The Exchange Offer—Purpose and Effect of the Exchange Offer") , (vi) a secondary resale transaction described in clause (v) above and any resales of New Notes or interests therein obtained by such holder in exchange for Old Notes or interests therein originally acquired by such holder directly from the Issuers should be covered by an effective registration statement containing the selling security holder information required by Item 507 or Item 508, as applicable, of Regulation S-K or the SEC and (vii) the undersigned is not acting on behalf of any person or entity who could not truthfully make the foregoing representations; (b) to agree, on behalf of the undersigned, as set forth in the Letter of Transmittal; and (c) to take such other action as necessary under the Prospectus or the Letter of Transmittal to effect the valid tender of Old Notes.

The purchaser status of the undersigned is (check the box that applies):

☐ A "Qualified Institutional Buyer" (as defined in Rule 144A under the Securities Act)

☐ An "Institutional Accredited Investor" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act)

☐ A non "U.S. person" (as defined in Regulation S under the Securities Act) that purchased the Old Notes outside the United States in accordance with Rule 904 under the Securities Act

☐ Other (describe) _____

SIGN HERE

Name of Beneficial Owner(s): _____

Signature(s): _____

Name(s) *(please print)*: _____

Address: _____

Principal residence/place of business (if different from address listed above): _____

Telephone Number(s): _____

Taxpayer Identification or Social Security Number(s): _____

Date: _____