

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

**FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

AVAGO TECHNOLOGIES LIMITED
(Exact Name of Registrant as Specified in Its Charter)

Singapore
(State or Other Jurisdiction of
Incorporation or Organization)

98-0682363
(I.R.S. Employer
Identification Number)

**1 Yishun Avenue 7
Singapore 768923
(65) 6755-7888**
(Address of Principal Executive Offices including Zip Code)

**LSI Corporation 2003 Equity Incentive Plan
Sandforce, Inc. 2007 Stock Plan
Option to Purchase Syntax Stock Agreement with Joseph M. Marvin**
(Full Title of the Plan)

**Corporation Service Company
1090 Vermont Avenue NW
Washington, D.C. 20005
Tel: (800) 222-2122**
(Name and Address, Including Zip Code, and Telephone Number,
Including Area Code, of Agent for Service)

Copy To:

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

**Patricia H. McCall
Rebecca Boyden
c/o Avago Technologies U.S. Inc.
350 W. Trimble Road, Building 90
San Jose, California, 95131
(408) 435-7400**

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 definition of “large accelerated filer,” “accelerated filer” and “smaller reporting company” in Rule 12b-2 of the Exchange Act. Check one:

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

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Ordinary Shares, No Par Value, to be issued under the LSI Corporation 2003 Equity Incentive Plan (the “LSI Plan”), the Sandforce, Inc. 2007 Stock Plan (the “Sandforce Plan”), and Syntax Systems, Inc. Option to Purchase Syntax Stock Agreement with Joseph M. Marvin dated January 13, 1999 (the “Syntax Agreement”)	7,692,903 (2)	\$66.45 (3)	\$511,222,569.69	\$65,845.47

and, collectively with the LSI Plan and the Sandforce Plan, the “Plans”)				
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- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “Securities Act”), this registration statement shall also cover any additional ordinary shares, no par value, of the Registrant (“Ordinary Shares”) in respect of the securities identified in the above table by reason of any share dividend, share split, recapitalization or similar transaction effected without the Registrant’s receipt of consideration which would increase the number of outstanding Ordinary Shares.
- (2) Previously the Registrant registered 3,845,700 Ordinary Shares under the LSI Plan on a Registration Statement on Form S-8, filed with the SEC on May 6, 2014. The Registrant is hereby registering an additional 7,638,901 Ordinary Shares issuable pursuant to outstanding option awards or that are available for future issuance under the LSI Plan. Previously the Registrant registered 101,311 Ordinary Shares under the Sandforce Plan on a Registration Statement on Form S-8, filed with the SEC on May 6, 2014. The Registrant is hereby registering an additional 50,646 Ordinary Shares issuable pursuant to outstanding option awards under the Sandforce Plan. In addition, the Registrant is registering 3,356 Ordinary Shares issuable pursuant to outstanding option awards under the Syntax Agreement assumed by the Registrant pursuant to the Merger Agreement (as defined below).
- (3) With respect to the Ordinary Shares issuable pursuant to outstanding but unexercised options previously granted under the Plans, pursuant to Rule 457(h)(1) of the Securities Act, the proposed maximum offering price per share and the proposed maximum aggregate offering price are based on: (i) the weighted average per share exercise price of \$45.777549 for the 900,450 shares issuable pursuant to outstanding but unexercised options previously granted under the LSI Plan, (ii) the weighted average per share exercise price of \$5.613594 for the 50,646 shares issuable pursuant to outstanding but unexercised options previously granted under the Sandforce Plan, and (iii) the exercise price of \$74.49 for the 3,356 shares issuable pursuant to the outstanding but unexercised option under the Syntax Agreement. With respect to the Ordinary Shares reserved for future issuance under the LSI Plan, pursuant to Rule 457(c) and 457(h) of the Securities Act, the proposed maximum offering price per share and the proposed maximum aggregate offering price are based on the average of the high and low prices of Ordinary Shares as reported on the Nasdaq Global Select Market on May 23, 2014 of \$69.67.

EXPLANATORY NOTE

On December 15, 2013 Avago Technologies Limited (the “Registrant”), LSI Corporation (“LSI”), Avago Technologies Wireless (U.S.A.) Manufacturing Inc. (“Parent”) and Leopold Merger Sub, Inc. (“Merger Sub”) entered into an Agreement and Plan of Merger (the “Merger Agreement”). Pursuant to the Merger Agreement, at the Effective Time (as defined in the Merger Agreement) (the “Effective Time”), Merger Sub merged with and into LSI (the “Merger”), with LSI continuing after the Merger as the surviving corporation and a wholly owned subsidiary of Parent. Pursuant to and subject to the terms of the Merger Agreement, at the Effective Time, among other things, the Registrant assumed the Plans and certain options of LSI granted under the Plans, and such assumed options will be exercisable (or will become exercisable in accordance with their terms) for and cover, respectively, Ordinary Shares, subject to the terms and conditions of the underlying award agreements. The aggregate number of Ordinary Shares to be subject to such assumed options under the LSI Plan will be 900,450 shares, and the aggregate number of Ordinary Shares that remain available for future issuance under the LSI Plan will be 7,638,901 shares. The aggregate number of Ordinary Shares to be subject to such assumed options under the Sandforce Plan will be 50,646 shares. The aggregate number of Ordinary Shares to be subject to the assumed option under the Syntax Agreement will be 3,356 shares. The Registrant is filing this Registration Statement to register such shares under the Securities Act.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information called for in Part I of Form S-8 is not being filed with or included in this Form S-8 (by incorporation by reference or otherwise) in accordance with the rules and regulations of the Securities and Exchange Commission (the "SEC" or the "Commission").

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

In this registration statement, Avago Technologies Limited is sometimes referred to as "Registrant," "we," "us" or "our."

Item 3. Incorporation of Documents by Reference.

The SEC allows us to "incorporate by reference" the information we file with them, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be part of this registration statement, and later information filed with the SEC will update and supersede this information. We hereby incorporate by reference into this registration statement the following documents previously filed with the SEC:

- (a) The Registrant's Annual Report on Form 10-K for the fiscal year ended November 3, 2013, filed by the Registrant with the SEC on December 20, 2013.
- (b) The Registrant's Quarterly Report on Form 10-Q for the quarterly period ended February 2, 2014 filed on March 13, 2014.
- (c) The current reports on Form 8-K filed by the Registrant with the SEC on December 12, 2013, December 16, 2013 (as amended by the current report on Form 8-K/A filed on December 16, 2013), December 17, 2013, December 18, 2013, January 24, 2014, March 5, 2014, March 14, 2014, April 10, 2014, May 5, 2014, May 6, 2014, May 9, 2014, May 13, 2014 and May 29, 2014.
- (d) The description of the Registrant's Ordinary Shares contained in the Registrant's registration statement on Form 8-A (Registration No. 001-34428), filed by the Registrant with the SEC under Section 12(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), on August 3, 2009.

All documents that the Registrant subsequently files pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act prior to the filing of a post-effective amendment to the registration statement which indicates that all of the Ordinary Shares offered have been sold or which deregisters all of such shares then remaining unsold, shall be deemed to be incorporated by reference in this registration statement and to be a part hereof from the date of the filing of such documents; except as to any portion of any future annual or quarterly report to shareholders or document or current report furnished under current Items 2.02 or 7.01 of Form 8-K or related exhibits furnished pursuant to Item 9.01 of Form 8-K that is deemed to be furnished and not filed under such provisions. For the purposes of this registration statement, any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

Item 4. Description of Securities.

Not Applicable.

Item 5. Interests of Named Experts and Counsel.

Not Applicable.

Item 6. Indemnification of Directors and Officers.

Subject to the Singapore Companies Act and every other Act for the time being in force concerning companies and affecting the Registrant, article 96 of the Registrant's articles of association provides that, subject to the Singapore Companies Act and every other Act for the time being in force concerning companies and affecting the Registrant, every director, managing director, secretary or other officer of the Registrant and its subsidiaries and affiliates shall be entitled to be indemnified by the Registrant against any liability incurred by him in defending any proceedings, civil or criminal, in which judgment is given in his favor; or in which he is acquitted; or in connection with any application under the Singapore Companies Act in which relief is granted to him by the Court.

In addition, no director, managing director, secretary or other officer 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 the Registrant, through the insufficiency or deficiency of title to any property acquired by order of the directors for the Registrant or for the insufficiency or deficiency of any security upon which any of the moneys of the Registrant 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 any other loss, damage or misfortune which happens in the execution of his duties, unless the same happens through his own negligence, default, breach of duty or breach of trust.

Section 172 of the Singapore Companies Act prohibits a company from indemnifying its directors or officers against liability, which by law would otherwise attach to them for any negligence, default, breach of duty or breach of trust of which they may be guilty relating to the Registrant. 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 in defending any proceedings, whether civil or criminal, in which judgment is given in his favor or in which he is acquitted, or in connection with any application under Section 76A(13) or 391 or any other provision of the Singapore Companies Act in which relief is granted to him by the court.

The Registrant has entered into indemnification agreements with its officers and directors. These indemnification agreements provide the Registrant's officers and directors with indemnification to the maximum extent permitted by the Singapore Companies Act. The Registrant has also obtained a policy of directors' and officers' liability insurance 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 Singapore Companies Act.

Item 7. Exemption from Registration Claimed.

Not Applicable.

Item 8. Exhibits.

See Index to Exhibits herein.

Item 9. Undertakings.

(a) The Registrant 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 of 1933;

(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 SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(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;

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the registration statement is on Form S-8 and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the SEC by the Registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, 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.

(b) The Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) 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.

(h) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the 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, the 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 Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and 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 2nd day of June 2014.

AVAGO TECHNOLOGIES LIMITED

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

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below does hereby constitute and appoint Hock E. Tan, Anthony E. Maslowski and Patricia H. McCall, and each of them, with full power of substitution and full power to act without the others, his or her true and lawful attorney-in-fact and agent to act for him or her in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file this registration statement, 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 requisite and necessary to be done in order to effectuate the same as fully, to all intents and purposes, as they or he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities and on the date indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Hock E. Tan</u> Hock E. Tan	President and Chief Executive Officer and Director (Principal Executive Officer)	June 2, 2014
<u>/s/ Anthony E. Maslowski</u> Anthony E. Maslowski	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	June 2, 2014
<u>/s/ James V. Diller</u> James V. Diller	Chairman of the Board of Directors	June 2, 2014
<u>/s/ John T. Dickson</u> John T. Dickson	Director	June 2, 2014
<u>Kenneth Y. Hao</u>	Director	
<u>/s/ Bruno Guilmart</u> Bruno Guilmart	Director	June 2, 2014
<u>/s/ Justine F. Lien</u> Justine F. Lien	Director	June 2, 2014
<u>/s/ Donald Macleod</u> Donald Macleod	Director	June 2, 2014
<u>/s/ Peter J. Marks</u> Peter J. Marks	Director	June 2, 2014
<u>/s/ Lewis C. Eggebrecht</u> Lewis C. Eggebrecht	Director	June 2, 2014
<u>/s/ Anthony E. Maslowski</u> Anthony E. Maslowski	Authorized Representative in the United States	June 2, 2014

INDEX TO EXHIBITS

EXHIBIT

4.1	LSI Corporation 2003 Equity Incentive Plan, as amended (incorporated by reference from Exhibit 4.1 to the Registrant's Registration Statement on Form S-8, filed with the SEC on May 6, 2014 (File No. 333-195741))
4.2	Sandforce, Inc. 2007 Stock Plan, as amended (incorporated by reference from Exhibit 4.2 to the Registrant's Registration Statement on Form S-8, filed with the SEC on May 6, 2014 (File No. 333-195741))
4.3	Syntax Systems, Inc. Option to Purchase Syntax Stock Agreement with Joseph M. Marvin dated January 13, 1999
4.4	Form of Option Agreement under LSI Corporation 2003 Equity Incentive Plan, as amended
4.5	Form of Restricted Stock Unit Award Agreement under LSI Corporation 2003 Equity Incentive Plan, as amended
5.1	Opinion of WongPartnership LLP
23.1	Consent of WongPartnership LLP (included in Exhibit 5.1)
23.2	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm
24.1	Power of Attorney (included in the signature page to this registration statement)

Syntax Systems, Inc.

OPTION TO PURCHASE SYNTAX STOCK

THIS AGREEMENT is made between **Syntax Systems, Inc.**, a Washington Corporation ("Company") and **Joseph M. Marvin** ("Optionee").

WHEREAS Optionee is an employee of the Company; and

WHEREAS the Company values Optionee as a loyal, dedicated, hard working employee, and the Company now wishes to grant Optionee an option to purchase shares of the Company's common stock;

Now, therefore, in the consideration of the mutual benefits to be derived herefrom, the parties agree to the terms set forth below:

1. **Grant of Option**. The Company hereby grants to Optionee the right, privilege, and option to purchase one hundred thousand (100,000) shares of its common stock at the purchase price of two dollars and fifty cents (\$2.50) per share, in the manner and subject to the conditions hereinafter provided.

2. **Time of Exercise of Option**. Subject to Paragraphs 8 and 10 below, Optionee may exercise this option at any time from the date of this agreement until 5:00 p.m. on the twentieth anniversary of the date of this Option Agreement. Optionee may exercise this option to purchase up to one hundred percent (100%) of the stock for which the option is granted as of the Effective Date of this Agreement.

3. **Method of Exercise**. The option shall be exercised by written notice received by the Company's secretary at the Company's principal place of business, accompanied by payment in full of the option price for the number of shares specified. The Company shall issue and deliver such shares within a reasonable period of time thereafter.

4. **Termination of Option**. Subject to Paragraphs 8 and 10 below, to the extent not heretofore exercised, the option shall terminate at 5:00 p.m. on the date set forth in paragraph 2 above.

5. **Reorganization, or Liquidity Event**.

5.1 **Reclassification; Distribution; Stock Split**. If and to the extent that the number of issued shares of common stock of the Company shall be increased or reduced by a split-up, reclassification, distribution of a stock dividend, or the like, then the number of shares subject to this option and the option price per share shall be proportionately adjusted. If the Company is reorganized or consolidated or merged with another corporation, Optionee shall be entitled to receive options covering shares of such reorganized, consolidated or merged company in the same proportion, at an equivalent price, and subject to the same conditions.

5.2 **Liquidity Event**. For purposes of the option, a Liquidity Event shall mean (a) the registration of the corporation's common stock under the Securities Act of 1933, as amended, and the establishment of a public market for such stock; (b) the sale or transfer of substantially all of the Company's assets; or (c) a merger, consolidation, reorganization, or other transaction providing for the conversion or exchange of the outstanding shares of the Company's stock and the securities of a third party, or cash, or property, or a combination of any of the foregoing. A Liquidity Event shall not include a merger or consolidation with a nonpublic entity in which the existing shareholders do not receive cash; provided that the Optionee receives options in the merged or consolidated entity upon terms no less favorable than the options issued hereunder or in the absence thereof the right to have such options redeemed.

Option to Purchase Syntax Stock

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6. **Rights Prior to Exercise of Option.** This option is non-transferable by Optionee, except as provided in this option agreement. Optionee shall have no rights as a stockholder with respect to the option shares until payment of the option price and delivery to him of such shares as provided above.

7. **Restrictions after Exercise.**

7.1 **Restriction.** Optionee may not sell, transfer, give, assign, or hypothecate any shares acquired upon the exercise of an option except pursuant to the provisions of this Section 7.

7.2 **First Refusal.** If Optionee has received a bona fide offer to purchase the shares, Optionee shall submit a copy of the written offer to the Company. The Company will then have ten (10) business days in which to notify Optionee of its election to (a) consent to the transfer on the terms set forth on the bona fide offer; (b) acquire the shares from Optionee at the fair market value of the shares at the time of redemption, the good faith decision of the Board as to such fair market value being binding upon the parties; or (c) acquire the shares from Optionee at the same price and terms set forth in the bona fide offer. If the Company does not respond within such ten (10) days, it shall be deemed to have consented to the transfer only pursuant to the bona fide offer within ninety (90) days of the date upon which Optionee delivered the terms of the offer to the Company. After the expiration of such ninety (90) day period, any bona fide offer (including the same offer) must again be submitted to the Company pursuant to the provisions of this paragraph.

7.3 **Terms.** If the Company so elects, it may pay such price with a payment of ten percent (10%) or more down and the balance in equal quarterly installments over three (3) years with interest at the rate of six percent (6%) per annum on the declining balance.

7.4 **Attempted Transfers.** Any attempt to sell, assign, transfer, pledge, or hypothecate any of the Company's shares issued pursuant to this Plan, except in accordance with this Plan, shall not be recognized by the Company and shall be grounds for termination for cause of the employment or other relationship with the Company. Any certificates issued representing shares acquired upon the exercise of an option granted pursuant to an option issued under this Plan shall bear restrictive legend indicating that such shares may not be transferred without consent of the Company.

7.5 **Acceptance of Terms.** Optionee's exercise of the option granted pursuant to this Plan shall constitute an acceptance of the terms and conditions of the Plan. Optionee and his or her spouse must endorse an agreement to be bound by this Plan on or before the issuance of any shares pursuant to this Plan.

7.6 **Removal of Restrictions.** The restrictions set forth in this Section 7 shall terminate and be of no further force and effect upon a Liquidity Event as defined in paragraph 5.2 above.

8. **Death of Optionee.**

8.1 **Restriction.** Upon Optionee's death, the transfer and/or redemption of the option and any shares acquired pursuant to the exercise of options hereunder shall be governed by this section.

8.2 **Issued Shares.** If Optionee's shares pass to a close relative as defined in Section 9.3 by bequest or inheritance, then Optionee's estate shall elect to transfer the shares to heirs or to have the Company redeem the option as if it had elected to redeem in accordance with Section 7.2(b) herein.

8.3 **Time Limitation.** The estate must make such election within ninety (90) days of Optionee's death by written notice to the Company's secretary. If the estate has not made an election by such date, then the estate shall be deemed to have elected redemption.

8.4 **Transferred Shares.** If the estate elects to have the shares transferred to such heirs, such shares shall be subject to the same terms, conditions, and restrictions set forth in this Plan; the transferee shall execute a consent or compliance agreement in a form the Company furnishes; and if the transferee dies, the provisions of this Section 8 shall govern.

8.5 **Options.** In the event Optionee has not exercised an option as of the date of Optionee's death, the estate shall have ninety (90) days following death in which to elect to exercise such options, after which date the options shall expire.

9. **Restrictions on Disposition of this Option During Lifetime.** Option may not sell, transfer, give, assign, hypothecate, or otherwise dispose of his/her rights pursuant to this option except pursuant to the provisions herein.

9.1 If Optionee has received a bona fide offer to purchase this option or the shares, Optionee shall submit a copy of all of the terms of the offer to the Company. The Company will then have ten (10) business days in which to accept or reject the offer. If the Company does not respond, it shall be deemed to have rejected the offer. If the Company rejects the offer, Optionee may proceed to close the transaction only pursuant to the terms presented to the Company; provided that any transferee shall be bound by all of the terms and conditions of this option agreement as if a party thereto. If the Company accepts the offer, the Company shall conclude the transaction as if it were an original party thereto.

9.2 If a Liquidity Event occurs, the restrictions on disposition of Optionee's option rights shall terminate to the extent permitted by the laws and regulations then in effect and by the terms of any registration or public offering.

9.3 Optionee shall have the right to transfer his rights pursuant to this option agreement to close family members by lifetime (with the Company's consent) or testamentary transfer (subject to Section 8). Close family members shall mean Optionee's spouse, his parents, descendants of his parents, a person with whom he has lived for at least a year immediately prior to his death, or a trust for such persons. Any such transferee shall be subject to all of the terms and conditions of this agreement as if a party hereto.

10. **Leaving Employment.** Upon Optionee's leaving the employment of the Company, this option shall expire with respect to all non-vested options on the latter of the last day of employment or, only if there is a pending Liquidity Event, 30 days following such Liquidity Event (or the termination of the transaction constituting the Liquidity Event).

11. **Binding Effect.** This agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and Optionee's heirs and personal representative and the Company's assigns.

12. **Dispute Resolution.** In the event of a dispute as to the enforcement or interpretation of this agreement, the parties agree to mediate to attempt to resolve their differences. In the event the parties cannot agree upon a mediator, either party may apply to the Washington Arbitration and Mediation

Syntax Systems, Inc.

Service for appointment of a mediator. The parties shall share equally the costs of mediation. Upon the earlier of the date upon which the mediator has declared an impasse or 60 days following the appointment of a mediator, either party may demand arbitration pursuant to the Washington Arbitration statutes. The decision of the arbitrator shall be binding upon both parties. The parties shall share equally the fees and costs of the mediator and/or arbitrator, as the case may be.

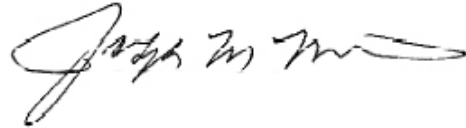
13. **Enforcement.** This agreement shall not be construed either for or against either party. Rather, it shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result. The laws of the State of Washington shall govern the validity, performance, interpretation, and enforcement of this agreement. Venue of any mediation or lawsuit shall be Pierce or King County, Washington. The prevailing party in any suit arising under this agreement shall be entitled to reasonable legal and expert witness fees and expenses.

DATED and EFFECTIVE the 13th day of January, 1999.

SYNTAX SYSTEMS, INC.

OPTIONEE

By: /s/ ROGER A. FRANKLIN
ROGER A. FRANKLIN, President



(Employee)

By: /s/ PEGGY J. FRANKLIN
PEGGY J. FRANKLIN, Secretary

Option to Purchase Syntax Stock
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**LSI CORPORATION
2003 EQUITY INCENTIVE PLAN**

OPTION AGREEMENT

Avago Technologies Limited, a company organized under the laws of Singapore (the “**Company**”), pursuant to the LSI Corporation 2003 Equity Incentive Plan, as amended from time to time (the “**Plan**”), hereby grants to the holder (“**Participant**”) listed in Section A (the “**Grant Summary**”) of the Online Grant Acceptance page (the “**Grant Acceptance Page**”) of the Company’s Stock Option Plan website administered by Morgan Stanley Smith Barney (the “**Plan Website**”) to which this Option Agreement (this “**Agreement**”) is posted, an option to purchase the number of ordinary shares, no par value, of the Company (“**Shares**”), set forth in the Grant Summary (the “**Option**”). This Option is subject to all of the terms and conditions set forth in this Agreement, the special provisions for Participant’s country of residence, if any, attached hereto as Exhibit A, the Plan and the Plan Website, each of which is incorporated herein by reference.

**BY ACCEPTING THIS OPTION, PARTICIPANT CONSENTS TO THE USE AND SHARING
OF PARTICIPANT’S PERSONAL DATA AS SET FORTH IN THE APPLICABLE
PROVISIONS IN EXHIBIT A**

ARTICLE 1.

GENERAL

1.1 Defined Terms. Capitalized terms not specifically defined herein shall have the meanings specified in the Plan.

1.2 Incorporation of Terms of Plan. The Option is subject to the terms and conditions of the Plan which are incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

ARTICLE 2.

GRANT OF OPTION

2.1 Grant of Option. In consideration of Participant’s past and/or continued employment with or service to the Company or a Subsidiary and for other good and valuable consideration, effective as of the Grant Date set forth in the Grant Summary (the “**Grant Date**”), the Company grants to Participant the Option to purchase any part or all of an aggregate of the number of Shares set forth in the Grant Summary, upon the terms and conditions set forth in the Plan and this Agreement, subject to adjustments as provided in Section 4.3 of the Plan. Unless designated as a Nonqualified Stock Option in the Grant Summary, the Option shall be an Incentive Stock Option to the maximum extent permitted by law.

2.2 Exercise Price. The exercise price of the Shares subject to the Option shall be as set forth in the Grant Summary, without commission or other charge; *provided, however*, that the price per share of the Shares subject to the Option shall not be less than 100% of the Fair Market Value of a Share on the Grant Date. Notwithstanding the foregoing, if this Option is designated as an Incentive Stock Option and Participant owns (within the meaning of Section 424(d) of the Code) more than 10% of the total combined voting power of all classes of shares of the Company or any “subsidiary corporation” of the Company or any “parent corporation” of the Company (each within the meaning of Section 424 of the Code), the price per share of the Shares subject to the Option shall not be less than 110% of the Fair Market Value of a Share on the Grant Date.

2.3 Consideration to the Company. In consideration of the grant of the Option by the Company, Participant agrees to render faithful and efficient services to the Company or any Subsidiary. Nothing in the Plan or this Agreement shall confer upon Participant any right to continue in the employ or service of the Company or any Subsidiary or shall interfere with or restrict in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and Participant.

ARTICLE 3.

PERIOD OF EXERCISABILITY

3.1 Commencement of Exercisability.

(a) Subject to Sections 3.2, 3.3, 5.10 and 5.16 hereof, the Option shall become vested and exercisable in such amounts and at such times as are set forth in the Grant Summary.

(b) No portion of the Option which has not become vested and exercisable at the date of Participant's Termination of Service shall thereafter become vested and exercisable, except as may be otherwise provided by the Committee or as set forth in a written agreement between the Company and Participant.

(c) Notwithstanding Section 3.1(a) hereof, but subject to Section 3.1(b) hereof, pursuant to Section 9.1 of the Plan, the Option shall become fully vested and exercisable with respect to all Shares covered thereby in the event of a Change in Control, in connection with which the successor corporation does not assume the Option or substitute an equivalent right for the Option. Should the successor corporation assume the Option or substitute an equivalent right, then no such acceleration shall apply.

3.2 Duration of Exercisability. The installments provided for in the vesting schedule set forth in the Grant Summary are cumulative. Each such installment which becomes vested and exercisable pursuant to the vesting schedule set forth in the Grant Summary shall remain vested and exercisable until it becomes unexercisable under Section 3.3 hereof.

3.3 Expiration of Option. The Option may not be exercised to any extent by anyone after the first to occur of the following events:

(a) The Expiration Date set forth in the Grant Summary, which shall in no event be more than ten (10) years from the Grant Date if Participant is an Employee or five (5) years from the Grant Date if Participant is not an Employee;

(b) If this Option is designated as an Incentive Stock Option and Participant owned (within the meaning of Section 424(d) of the Code), at the time the Option was granted, more than 10% of the total combined voting power of all classes of shares of the Company or any "subsidiary corporation" of the Company or any "parent corporation" of the Company (each within the meaning of Section 424 of the Code), the expiration of five (5) years from the Grant Date;

(c) The expiration of three (3) months from the date of Participant's Termination of Service, unless such termination occurs by reason of Participant's death or Disability; or

(d) The expiration of one (1) year from the date of Participant's Termination of Service by reason of Participant's death or Disability.

Notwithstanding anything in Sections 3.3(c) and (d) of this agreement to the contrary, in the event the vested portion of this Option is not exercisable on the date of Participant's Termination of Service because Shares cannot be issued pursuant to Section 4.5(a), (b) or (c) hereof, then the Participant shall be able to exercise this Option, to the extent vested, through the earlier of (i) the time period set forth in Section 3.3(a) hereof or (ii) the later of (X) the time period set forth in Section 3.3(c) or (d), as applicable, or (Y) the end of the thirty-day period, or such other period of time as determined by the Committee, in its sole discretion, measured from the first date the Committee determines that Shares can again be issued upon exercise of this Option in accordance with Sections 4.5(a), (b) and (c) hereof.

3.4 Special Tax Consequences. Participant acknowledges that, to the extent that the aggregate Fair Market Value (determined as of the time the Option is granted) of all Shares with respect to which Incentive Stock Options, including the Option (if applicable), are exercisable for the first time by Participant in any calendar year exceeds \$100,000, the Option and such other options shall be Nonqualified Stock Options to the extent necessary to comply with the limitations imposed by Section 422(d) of the Code. Participant further acknowledges that the rule set forth in the preceding sentence shall be applied by taking the Option and other "incentive stock options" into account in the order in which they were granted, as determined under Section 422(d) of the Code and the Treasury Regulations thereunder. Participant also acknowledges that an Incentive Stock Option exercised more than three (3) months after Participant's Termination of Service, other than by reason of death or Disability, will be taxed as a Nonqualified Stock Option.

3.5 Tax Indemnity.

(a) The Participant agrees to indemnify and keep indemnified the Company, any Subsidiary and his/her employing company, if different, from and against any liability for or obligation to pay any Tax Obligation) that is attributable to (1) the grant or exercise of, or any benefit derived by the Participant from, the Option, (2) the acquisition by the Participant of the Shares on exercise of the Option, or (3) the disposal of any Shares.

(b) the Option cannot be exercised until the Participant has made such arrangements as the Company may require for the satisfaction of any Tax Obligation that may arise in connection with the exercise of the Option and/or the acquisition of the Shares by the Participant. The Company shall not be required to issue, allot or transfer Shares until the Participant has satisfied this obligation.

ARTICLE 4.

EXERCISE OF OPTION

4.1 Person Eligible to Exercise. During the lifetime of Participant, only Participant may exercise the Option or any portion thereof. After the death of Participant, any exercisable portion of the Option may, prior to the time when the Option becomes unexercisable under Section 3.3 hereof, be exercised by Participant's personal representative or by any person empowered to do so under the deceased Participant's will or under the then applicable laws of descent and distribution.

4.2 Partial Exercise. Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when the Option or portion thereof becomes unexercisable under Section 3.3 hereof.

4.3 Manner of Exercise. The Option, or any exercisable portion thereof, may be exercised solely by delivery to the Secretary of the Company (or any third party Committee or other person or entity designated by the Company), during regular business hours, of all of the following prior to the time when the Option or such portion thereof becomes unexercisable under Section 3.3 hereof:

(a) An exercise notice in a form specified by the Committee, stating that the Option or portion thereof is thereby exercised, such notice complying with all applicable rules established by the Committee;

(b) The receipt by the Company of full payment for the Shares with respect to which the Option or portion thereof is exercised, including payment of any applicable Tax Obligation, which shall be made by deduction from other compensation payable to Participant or in such other form of consideration permitted under Section 4.4 hereof that is acceptable to the Company;

(c) Any other written representations as may be required in the Committee's reasonable discretion to evidence compliance with the Securities Act or any other applicable law, rule or regulation; and

(d) In the event the Option or portion thereof shall be exercised pursuant to Section 4.1 hereof by any person or persons other than Participant, appropriate proof of the right of such person or persons to exercise the Option.

Notwithstanding any of the foregoing, the Company shall have the right to specify all conditions of the manner of exercise, which conditions may vary by country and which may be subject to change from time to time.

4.4 Method of Payment. Payment of the exercise price shall be by any of the following, or a combination thereof, at the election of Participant:

(a) Cash or check;

(b) With the consent of the Committee, tender previously acquired Shares having a Fair Market Value on the date of delivery equal to the aggregate exercise price of the Option or exercised portion thereof; or

(c) By any other means which the Committee, in its sole discretion, determines to both provide legal consideration for the Shares and to be consistent with the purposes of the Plan (including, without limitation, surrender of Shares otherwise issuable upon exercise of the Option having a Fair Market Value on the date of delivery equal to the aggregate exercise price of the Option or exercised portion thereof and through the delivery of a notice that Participant has placed a market sell order with a broker with respect to Shares then issuable upon exercise of the Option, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the Option exercise price; *provided* that payment of such proceeds is then made to the Company at such time as may be required by the Company, but in any event not later than the settlement of such sale).

In addition, Participant also agrees that the Company, in its sole discretion, may pay any exercise price in accordance with this Section 4.4 by (i) withholding Shares otherwise issuable to Participant upon exercise and vesting of the Option, (ii) instructing a broker on Participant's behalf to sell Shares otherwise issuable to Participant upon exercise and vesting of the Option and submit the proceeds of such sale to the Company, or (iii) using any other method permitted by this Section 4.4 or the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or relating to the Option.

4.5 Conditions to Issuance of Shares. The Shares deliverable upon the exercise of the Option, or any portion thereof, may be either previously authorized but unissued Shares or issued Shares which have then been reacquired by the Company. Such Shares shall be fully paid and nonassessable. The Company shall not be required to issue or deliver any Shares purchased upon the exercise of the Option or portion thereof prior to fulfillment of all of the following conditions:

(a) The admission of such Shares to listing on all stock exchanges on which such Shares are then listed;

(b) The completion of any registration or other qualification of such Shares under any state or federal law or under rulings or regulations of the Securities and Exchange Commission or of any other governmental regulatory body, which the Committee shall, in its absolute discretion, deem necessary or advisable;

(c) The obtaining of any approval or other clearance from any state or federal governmental agency which the Committee shall, in its absolute discretion, determine to be necessary or advisable;

(d) The receipt by the Company of full payment for such Shares, including payment of any applicable Tax Obligation, which may be in one or more of the forms of consideration permitted under Section 4.4 hereof; and

(e) The lapse of such reasonable period of time following the exercise of the Option as the Committee may from time to time establish for reasons of administrative convenience.

4.6 Rights as Shareholder. The holder of the Option shall not be, nor have any of the rights or privileges of, a shareholder of the Company, including, without limitation, voting rights and rights to dividends, in respect of any Shares purchasable upon the exercise of any part of the Option unless and until such Shares shall have been issued by the Company and held of record by such holder (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 4.3 of the Plan.

ARTICLE 5.

OTHER PROVISIONS

5.1 Administration. The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and binding upon Participant, the Company and all other interested persons. No member of the Committee or the Board shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, this Agreement or the Option.

5.2 Whole Shares. The Option may only be exercised for whole Shares.

5.3 Option Not Transferable. Subject to Section 4.1 hereof, the Option may not be sold, pledged, transferred, pledged, assigned or otherwise alienated or hypothecated, other than by will or the laws of descent and distribution, unless and until the Shares underlying the Option have been issued, and all restrictions applicable to such Shares have lapsed. Neither the Option nor any interest or right therein shall be liable for the debts, contracts or engagements of Participant or his/her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence.

5.4 Binding Agreement. Subject to the limitation on the transferability of the Option contained herein, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

5.5 Adjustments Upon Specified Events. The Committee may accelerate the vesting of the Option in such circumstances as it, in its sole discretion, may determine. In addition, upon the occurrence of certain events relating to the Shares (as defined in the Plan) contemplated by Section 4.3 of the Plan (including, without limitation, an extraordinary cash dividend on such Shares), the Committee shall make such adjustments the Committee deems appropriate in the number of Shares subject to the Option, the exercise price of the Option and the kind of securities that may be issued upon exercise of the Option. Participant acknowledges that the Option is subject to adjustment, modification and termination in certain events as provided in this Agreement and Sections 4.3 and 9.1 of the Plan.

5.6 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to Participant shall be addressed to Participant at Participant's last address reflected on the Company's records. By a notice given pursuant to this Section 5.6, either party may hereafter designate a different address for notices to be given to that party. Any notice which is required to be given to Participant shall, if Participant is then deceased, be given to the person entitled to exercise his/her Option pursuant to Section 4.1 hereof by written notice under this Section 5.6. Any notice shall be deemed duly given when sent via email or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

5.7 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

5.8 Governing Law. The laws of the State of California shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

5.9 Conformity to Securities Laws. Participant acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, and state securities laws and regulations. Notwithstanding anything herein to

the contrary, the Plan shall be administered, and the Option is granted and may be exercised, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

5.10 Amendments, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Committee or the Board; *provided* that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the Option in any material way without the prior written consent of Participant.

5.11 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth in Section 5.3 hereof, this Agreement shall be binding upon Participant and his/her heirs, executors, administrators, successors and assigns.

5.12 Notification of Disposition. If this Option is designated as an Incentive Stock Option, Participant shall give prompt notice to the Company of any disposition or other transfer of any Shares acquired under this Agreement if such disposition or transfer is made (a) within two (2) years from the Grant Date with respect to such Shares or (b) within one (1) year after the transfer of such Shares to Participant. Such notice shall specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by Participant in such disposition or other transfer.

5.13 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Option and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by applicable law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

5.14 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon the Participant any right to continue to serve as an employee or other service provider of the Company or any of its Subsidiaries.

5.15 Entire Agreement. The Plan, the Plan Website and this Agreement (including Exhibit A) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof. In the event Participant is party to a Management Shareholders Agreement with the Company, the Shares subject to this Option shall not be subject to such Management Shareholders Agreement and the provisions of this Agreement shall supersede any competing provisions of any such Management Shareholders Agreement.

5.16 Section 409A. This Option is not intended to constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, “**Section 409A**”). However, notwithstanding any other provision of the Plan, the Plan Website or this Agreement (including Exhibit A), if at any time the Committee determines that the Option (or any portion thereof) may be subject to

Section 409A, the Committee shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan, the Plan Website or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Committee determines are necessary or appropriate either for the Option to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

5.17 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the Option, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to options, as and when exercised pursuant to the terms hereof.

5.18 Exhibit A. The Option shall be subject to any special provisions set forth in Exhibit A for Participant's country of residence, if any.

If Participant relocates to one of the countries included in Exhibit A during the life of the Option, the special provisions for such country shall apply to Participant, to the extent the Company determines that the application of such provisions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan.

In addition, the Company reserves the right to impose other requirements on the Option and the Shares purchased upon exercise of the Option, to the extent the Company determines it is necessary or advisable in order to comply with local laws or facilitate the administration of the Plan, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

* * * * *

By selecting the box in Section B of the Grant Acceptance Page acknowledging that Participant has read all of the documents included in Section B, Participant agrees to be bound by the terms and conditions of the Plan, the Agreement, Exhibit A (the special provisions for Participant's country of residence, if any), and the Plan Website. Participant has reviewed the Agreement, the Plan and the Plan Website in their entirety, including Exhibit A, and fully understands all provisions of this Agreement, the Plan Website and the Plan. Additionally, by selecting the box in Section B of the Grant Acceptance Page acknowledging that Participant has read all the documents included in Section B, Participant agrees that Participant has read, fully understands and agrees to abide by the terms of the Company's Insider Trading Policy and has read and fully understands the Plan Prospectus and Prospectus Supplement, if applicable, each of which is posted in Section B of the Grant Acceptance Page. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan, the Plan Website or the Agreement (including Exhibit A).

**EXHIBIT A
TO SHARE OPTION AGREEMENT**

**SPECIAL PROVISIONS FOR OPTIONS
FOR PARTICIPANTS OUTSIDE THE U.S.**

This Exhibit A includes special terms and conditions applicable to Participants in the countries below. These terms and conditions are in addition to those set forth in the Option Agreement (the “**Agreement**”) the Plan and the Plan Website and to the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement, these terms and conditions shall prevail. Any capitalized term used in this Exhibit A without definition shall have the meaning ascribed to such term in the Plan or the Agreement, as applicable.

This Exhibit A also includes information relating to exchange control and other issues of which Participant should be aware with respect to his/her participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the respective countries as of April 2013. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the Option is exercised or Shares acquired under the Plan are sold.

In addition, the information is general in nature and may not apply to the particular situation of Participant, and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the relevant laws in his/her country may apply to his/her situation. Finally, if Participant is a citizen or resident of a country other than the one in which he or she is currently working, the information contained herein may not be applicable to Participant.

AUSTRIA

The following provisions are added as Sections 5.19, 5.20, 5.21 and 5.22 of the Agreement:

5.19 Consumer Protection Information. If the provisions of the Austrian Consumer Protection Act are considered to be applicable to the Agreement and the Plan, Participant may be entitled to revoke Participant’s acceptance of the Agreement under the conditions listed below:

(i) If Participant accepts the Option outside the business premises of the Company or its relevant Subsidiary, Participant may be entitled to revoke Participant’s acceptance of the Agreement, provided the revocation is made within one week after Participant accepts the Agreement.

(ii) The revocation must be in written form to be valid. It is sufficient if Participant returns the Agreement to the Company or the Company’s representative with language which can be understood as Participant’s refusal to conclude or honor the Agreement, provided the revocation is sent within the period discussed above.

5.20 Exchange Control Information. If Participant holds Shares acquired pursuant to the Option under the Plan outside of Austria, Participant must submit a report to the Austrian National Bank. An exemption applies if the value of the Shares as of the end of any given calendar quarter does not exceed €30,000,000 or as of December 31 does not exceed €5,000,000. If the former threshold is exceeded, quarterly reporting obligations are imposed, whereas if the latter threshold is exceeded, annual reports must be given. The annual reporting date is December 31 and the deadline for filing the annual report is March 31 of the following year.

When Participant sells Shares acquired pursuant to the Option under the Plan, there may be exchange control obligations if the cash proceeds are held outside of Austria. If the transaction volume of all accounts abroad exceeds €3,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of such month, on or before the fifteenth day of the following month, on the prescribed form (*Meldungen SI-Forderungen und/oder SI-Verpflichtungen*).

5.21 Acknowledgment of Nature of Plan and Option. In accepting this Option, Participant acknowledges that:

- (a) for labor law purposes, the Option and the Shares subject to the Option are an extraordinary item that does not constitute wages of any kind for services of any kind rendered to the Company or to Participant's employer, and the award of the Option is outside the scope of Participant's employment contract, if any;
- (b) for labor law purposes, the Option and the Shares subject to the Option are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the employer, its parent, or any Subsidiary or Affiliate of the Company;
- (c) the Option and the Shares subject to the Option are not intended to replace any pension rights or compensation;
- (d) neither the Option nor any provision of this Agreement, the Plan or the policies adopted pursuant to the Plan confer upon Participant any right with respect to employment or continuation of current employment and shall not be interpreted to form an employment contract or relationship with the Company or any Subsidiary or Affiliate;
- (e) the future value of the underlying Shares is unknown and cannot be predicted with certainty;
- (f) if the underlying Shares do not increase in value, the Option will have no value;
- (g) if Participant exercises the Option and obtains Shares, the value of the Shares acquired upon exercise may increase or decrease in value, even below the exercise price of the Option;
- (h) in consideration of the grant of the Option hereunder, no claim or entitlement to compensation or damages arises from termination of the Option, and no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from termination of Participant's employment by the Company or an Affiliate (for any reason whatsoever and whether or not in breach of local labor laws) and Participant irrevocably releases the Company and Participant's employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, Participant shall be deemed irrevocably to have waived Participant's entitlement to pursue such claim; and
- (i) in the event of termination of Participant's employment (whether or not in breach of local labor laws), Participant's rights to vest in the Option under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period

mandated under applicable local laws (e.g., active employment would not include a period of “garden leave” or similar period pursuant to applicable local laws); the Committee shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of Participant’s Option.

5.22 **Consent to Personal Data Processing and Transfer.** By acceptance of this Option, Participant acknowledges and consents to the collection, use, processing and transfer of personal data as described below. The Company, 1 Yishun Avenue 7, Singapore 768923; A3PICs Electronics Development GmbH (to be changed to Avago Technologies Fiber Austria GmbH), Webergasse 18/9, A-1200 Vienna, Austria, Avago Technologies U.S. Inc. and the Company’s other Subsidiaries, c/o 350 W. Trimble Road, San Jose, CA 95131, USA (all together, the “**Avago Entities**”), hold certain personal information, including the Participant’s name, home address and telephone number, date of birth, social security number or other employee tax identification number, employment history and status, salary, nationality, job title, and any equity compensation grants or Shares awarded, cancelled, purchased, vested, unvested or outstanding in the Participant’s favor, for the purpose of managing and administering the Plan (“**Data**”). The Avago Entities will transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. The Avago Entities may also make the Data available to public authorities where required under locally applicable law. These recipients may be located in the United States, the European Economic Area, or elsewhere, which Participant separately and expressly consents to, accepting that outside the European Economic Area, data protection laws may not be as protective as within. The third parties currently assisting the Company in the implementation, administration and management of the Plan are the following: Morgan Stanley Smith Barney LLC, 787 Seventh Avenue, New York, New York 10019, USA and 2775 Sand Hill Road, Ste 120, Menlo Park CA 94025, USA; Workday, Inc., 6230 Stoneridge Mall Road, Pleasanton, CA 94588, USA; Taleo Corporation, 4140 Dublin Boulevard, Suite 400, Dublin, CA 94568, USA; Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA; Computershare Inc. and Computershare Trust Company, N.A., 250 Royall Street, Canton, MA 02021, USA; Tricor WP Corporate Services Pte. Ltd., 80 Robinson Road #02-00, Singapore 068898; and RBG—Revisions- und BetriebsberatungsgesmbH, Steuerberatungsgesellschaft, Operngasse 23/19, A-1040 Vienna, Austria. However, from time to time and without notice, the Avago Entities may retain additional or different third parties for any of the purposes mentioned, The Participant hereby authorizes the Avago Entities and all such third parties to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan on behalf of the Participant to a third party with whom the Participant may have elected to have payment made pursuant to the Plan. Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consent herein in writing by contacting the Company through its local H.R. Director; however, withdrawing the consent may affect Participant’s ability to participate in the Plan and receive the benefits intended by this Option. Data will only be held as long as necessary to implement, administer and manage the Participant’s participation in the Plan and any subsequent claims or rights.

CANADA

This provision supplements Section 2.1 of the Agreement:

By accepting this grant of the Option, the Participant represents and warrants to the Company that Participant’s participation in the Plan is voluntary and that Participant has not been induced to participate by expectation of engagement, appointment, employment, continued engagement, continued appointment or continued employment, as applicable.

This provision supplements Section 5.14 of the Agreement:

The Company has granted the Option to the Participant in its sole discretion. The granting of Option does not confer on the Participant any right or entitlement to receive another Option or any other equity-based award at any time in the future or in respect of any future period. In addition, the granting of such Option does not confer on the Participant any right or entitlement to receive compensation in any specific amount for any future period, and does not diminish in any way the Company's discretion to determine the amount, if any, of the Participant's compensation. In addition, the Option is not part of the Participant's base salary or wages and will not be taken into account in determining any other employment-related rights the Participant may have, such as rights to pension or severance pay.

This provision replaces Section 5.9 of the Agreement in its entirety:

5.9 Conformity to Securities Laws. Participant acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, state securities laws and regulations, and all other applicable securities laws. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the Option is granted and may be exercised, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

CHINA

The following provision replaces Section 3.3(d) of the Agreement in its entirety:

(d) The expiration of six (6) months from the date of Participant's Termination of Service by reason of Participant's death or Disability.

This provision supplements Section 4.3(b) of the Agreement:

A Participant exercising an Option may be required to provide evidence that any currency used to pay the exercise price of any Option was acquired and taken out of the jurisdiction in which such Participant resides in accordance with all applicable laws, including foreign exchange control laws and regulations.

Method of Payment. The provisions supplement Section 4.4 of the Agreement.

Participant acknowledges and agrees that the Company shall, on behalf of Participant, sell all Shares issuable to Participant upon exercise of the Option. Participant further agrees that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares (on Participant's behalf pursuant to this authorization) and Participant expressly authorize the Company's designated broker to complete the sale of such Shares. Participant acknowledges that the Company's designated broker is under no obligation to arrange for the sale of the Shares at any particular price. Upon the sale of the Shares, the Company agrees to pay Participant the cash proceeds from the sale of the Shares, less any brokerage fees or commissions and subject to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable to Participant. Participant acknowledges that Participant is not aware of any material nonpublic information with respect to the Company or any securities of the Company as of the date of this Agreement.

The following paragraphs are inserted immediately after the last paragraph of the Agreement:

Data Privacy. By acceptance of this Option, Participant acknowledges and consents to the collection, use, processing and transfer of personal data as described below. The Company, the Participant's employer and the Company's other Subsidiaries (all together, the "**Avago Entities**") hold certain personal information, including the Participant's name, home address and telephone number, date of birth, social security number or other employee tax identification number, employment history and status, salary, nationality, job title, and any equity compensation grants or Shares awarded, cancelled, purchased, vested, unvested or outstanding in the Participant's favor, for the purpose of managing and administering the Plan ("**Data**"). The Avago Entities will transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. The Avago Entities may also make the Data available to public authorities where required under locally applicable law. These recipients may be located in the United States, the European Economic Area, China, or elsewhere, which Participant separately and expressly consents to, accepting that outside China, data protection laws may not be as protective as within. The Participant hereby authorizes the Avago Entities and all such third parties to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan on behalf of the Participant to a third party with whom the Participant may have elected to have payment made pursuant to the Plan. Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consent herein in writing by contacting the Company through its local H.R. Director; however, withdrawing the consent may affect Participant's ability to participate in the Plan and receive the benefits intended by this Option. Data will only be held as long as necessary to implement, administer and manage the Participant's participation in the Plan and any subsequent claims or rights.

Exchange Control Requirements.

Participant understands and agrees that, pursuant to local exchange control requirements, Participant will be required to repatriate the cash proceeds from the sale of the Shares issued upon the exercise of the Option to China. Participant further understands that, under applicable laws, such repatriation of Participant's cash proceeds may need to be effectuated through a special exchange control account established by the Company or Participant's employer, and Participant hereby consents and agrees that any proceeds from the sale of any Shares Participant acquires may be transferred to such special account prior to being delivered to Participant. Participant also understands that the Company will deliver the proceeds to Participant as soon as possible, but there may be delays in distributing the funds to Participant due to exchange control requirements in China. Proceeds may be paid to Participant in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid to Participant in U.S. dollars, Participant will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are paid to Participant in local currency, the Company is under no obligation to secure any particular exchange conversion rate and the Company may face delays in converting the proceeds to local currency due to exchange control restrictions. Participant further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

FRANCE

Country-specific terms are provided immediately below and in the LSI Corporation 2003 Equity Incentive Plan French Sub-Plan (the "**French Sub-Plan**").

This provision supplements Section 2.1 of the Agreement:

2.1 Grant of Option

- No Option may be granted (i) during the ten (10) trading sessions preceding and following the date on which the consolidated accounts or the annual accounts of the Company are first released to the public and (ii) during a period (x) starting from the date on which the Board, the Committee or any other corporate bodies or committee thereof become aware of any information which, if released to the public, could significantly affect the Company's market price and (y) ending at the close of the tenth (10th) trading session following the publication of the information,
- No Option may be granted less than twenty trading sessions after a coupon giving a right to a dividend or to a capital increase has been detached from the Shares,

This provision supplements Section 2.2 of the Agreement:

2.2 Exercise Price

The exercise price of the Option shall be equal to the Fair Market Value of the Shares on the Grant Date as determined under the terms of the Plan. However, if the Company's Shares are listed on an established stock exchange or a national market system, and if the Fair Market Value is less than the Average Trading Price (as defined in the French Sub-Plan), then the exercise price of the Option shall automatically be increased to the Average Trading Price.

This provision replaces Section 3.4 and Section 3.5 of the Agreement:

3.5 Tax indemnity

In the event that the Participant does not comply with the requirement set forth in Section 5.19 of the Agreement and transfers Shares acquired pursuant to the exercise of the Option prior to the expiration of the four-year period (save in case of death, invalidity, dismissal or retirement), such Participant shall be liable for all consequences to the Company resulting from such breach and undertakes to indemnify the Company in respect of all amounts payable by the Company in connection with such breach. More generally, the Participant agrees to indemnify and keep indemnified the Company or the Participant's employer, as the case may be, from and against any liability for and obligation to pay any tax and social charges incurred by the Company or the Participant's employer, as the case may be.

This provision supplements Section 4.1 of the Agreement:

4.1 In the event of death of the Participant, his/her Option should be exercised within six (6) months following the date of death by the Participant's estate or by any person who acquired the rights to exercise the Option by inheritance.

This provision replaces Section 5.5 of the Agreement:

5.5 The exercise price of the Option shall be determined on the Grant Date. No adjustments shall be made to the exercise price of the Option, except as otherwise permitted under Article L 225-181 of the French business code (*Code de Commerce*).

The following provision is added as Section 5.19 of the Agreement:

5.19 The Shares acquired as a result of the exercise of all or part of the Option shall not be transferred by the Participant prior to the date that is the later of (a) the fourth anniversary of the Grant Date and (b) the expiration of each of the transfer restrictions contemplated in the Plan. Notwithstanding the foregoing, the Shares acquired as a result of the exercise of the Option may be transferred upon the occurrence of

one of the events referred to under Article 91-bis of appendix II to the French General Tax Code, i.e., the dismissal, retirement forced by an employer once the Participant has accrued his/her pension rights, invalidity (as defined under Article L 341-4 of the Social Security Code) or death of the Participant, provided the Shares that are the subject of the transfer have been held for at least three months as of the date of the dismissal or the retirement forced by the employer, as the case may be.

Terms and Conditions.

Data Privacy.

By acceptance of this Option award, the Participant acknowledges and consents to the collection, use, processing and transfer of personal data as described below. The Company, 1 Yishun Avenue 7, Singapore 768923; Avago Technologies France SAS, 8 Avenue Hoche, 75008 Paris, France; and Avago Technologies U.S. Inc. and the Company's other Subsidiaries, c/o 350 W. Trimble Road, San Jose CA 95131, USA (all together, the "**Avago Entities**"), hold certain personal information, including the Participant's name, home address and telephone number, date of birth, social security number or other employee tax identification number, employment history and status, salary, nationality, job title, and any equity compensation grants or Shares awarded, cancelled, purchased, vested, unvested or outstanding in the Participant's favor, for the purpose of managing and administering the Plan ("**Data**"). The Avago Entities will transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. The Avago Entities may also make the Data available to public authorities where required under locally applicable law. These recipients may be located in the United States, the European Economic Area, or elsewhere, which the Participant separately and expressly consents to, accepting that outside the European Economic Area, data protection laws may not be as protective as within. The third parties currently assisting the Company in the implementation, administration and management of the Plan are the following: Morgan Stanley Smith Barney LLC, 787 Seventh Avenue, New York, New York 10019, USA and 2775 Sand Hill Road, Ste 120, Menlo Park CA 94025, USA; Workday, Inc., 6230 Stoneridge Mall Road, Pleasanton, CA 94588, USA; Taleo Corporation, 4140 Dublin Boulevard, Suite 400, Dublin, CA 94568, USA; Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA; Computershare Inc. and Computershare Trust Company, N.A., 250 Royall Street, Canton, MA 02021, USA; Tricor WP Corporate Services Pte. Ltd., 80 Robinson Road #02-00, Singapore 068898; and People Associates SC and Exerasme SAS, 43 Rue Taitbout, Paris 75009, France. However, from time to time and without notice, the Company may retain additional or different third parties for any of the purposes mentioned. The Participant hereby authorizes the Avago Entities and all such third parties to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan on behalf of the Participant to a third party with whom the Participant may have elected to have payment made pursuant to the Plan. The Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consent herein in writing by contacting the Company through its local H.R. Director; however, withdrawing the consent may affect the Participant's ability to participate in the Plan and receive the benefits intended by this Option award. Data will only be held as long as necessary to implement, administer and manage the Participant's participation in the Plan and any subsequent claims or rights.

French Language Provision. By accepting this Option, Participant confirms having read and understood the documents relating to the Plan which were provided to Participant in the English language. Participant accepts the terms of those documents accordingly.

French translation: *En acceptant ce Contrat vous confirmez ainsi avoir lu et compris les documents relatifs au Plan qui vous ont été communiqués en langue anglaise. Vous en acceptez les termes en connaissance de cause.*

FINLAND

No country-specific terms apply.

GERMANY

The following paragraph is inserted immediately after the first paragraph of the Notice:

No legal claim for Option Grants: Participant acknowledges and agrees that this Option pursuant to the Plan and this Agreement is a voluntary one-time benefit, and that Participant does not have a legal claim for further Option grants or comparable grants.

This provision replaces Section 2.2 of the Agreement in its entirety:

2.2 Exercise Price. The exercise price of the Shares subject to the Option shall be as set forth in the Grant Summary, without commission or other charge; provided, however, that the price per share of the Shares subject to the Option shall not be less than 100% of the Fair Market Value of a Share on the Grant Date.

This provision replaces Section 3.4 and Section 3.5 of the Agreement in their entireties:

3.4 Tax Indemnity.

(a) The Participant agrees to indemnify and keep indemnified the Company, any Subsidiary and his/her employing company, if different, from and against any liability for or obligation to pay any Tax Obligation (including but not limited to wage tax, solidarity surcharge, church tax or social security contributions) that is attributable to (1) the grant or exercise of, or any benefit derived by the Participant from, the Option, (2) the acquisition by the Participant of the Shares on exercise of the Option, or (3) the disposal of any Shares.

(b) the Option cannot be exercised until the Participant has made such arrangements as the Company may require for the satisfaction of any Tax Obligation that may arise in connection with the exercise of the Option and/or the acquisition of the Shares by the Participant. The Company shall not be required to issue, allot or transfer Shares until the Employee has satisfied this obligation.

The following paragraphs are inserted immediately after the last paragraph of the Agreement:

Consent to Personal Data Processing and Transfer. By acceptance of this Option, Participant acknowledges and consents to the collection, use, processing and transfer of personal data as described below. The Company, 1 Yishun Avenue 7, Singapore 768923; Avago Technologies GmbH, Herrenberger Strasse 130, 71034 Boeblingen, Germany; Avago Technologies Fiber GmbH, Wernerwerkstrasse 2, 93049 Regensburg, Germany; and Avago Technologies U.S. Inc. and the Company's other Subsidiaries, c/o 350 W. Trimble Road, San Jose CA 95131, USA (all together, the "*Avago Entities*"), hold certain personal information, including the Participant's name, home address and telephone number, date of birth, social security number or other employee tax identification number, employment history and status, salary, nationality, job title, and any equity

compensation grants or Shares awarded, cancelled, purchased, vested, unvested or outstanding in the Participant's favor, for the purpose of managing and administering the Plan ("Data"). The Avago Entities will transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. The Avago Entities may also make the Data available to public authorities where required under locally applicable law. These recipients may be located in the United States, the European Economic Area, or elsewhere, which Participant separately and expressly consents to, accepting that outside the European Economic Area, data protection laws may not be as protective as within. The third parties currently assisting the Company in the implementation, administration and management of the Plan are the following: Morgan Stanley Smith Barney LLC, 787 Seventh Avenue, New York, New York 10019, USA and 2775 Sand Hill Road, Ste 120, Menlo Park CA 94025, USA; Workday, Inc., 6230 Stoneridge Mall Road, Pleasanton, CA 94588, USA; Taleo Corporation, 4140 Dublin Boulevard, Suite 400, Dublin, CA 94568, USA; Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA; Computershare Inc. and Computershare Trust Company, N.A., 250 Royall Street, Canton, MA 02021, USA; Tricor WP Corporate Services Pte. Ltd., 80 Robinson Road #02-00, Singapore 068898 and ADP Employer Services GmbH, Frankfurter Strasse 227, 63263 Neu Isenberg, Germany. However, from time to time and without notice, the Avago Entities may retain additional or different third parties for any of the purposes mentioned. The Participant hereby authorizes the Avago Entities and all such third parties to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan on behalf of the Participant to a third party with whom the Participant may have elected to have payment made pursuant to the Plan. Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consent herein in writing by contacting the Company through its local H.R. Director; however, withdrawing the consent may affect Participant's ability to participate in the Plan and receive the benefits intended by this Option. Data will only be held as long as necessary to implement, administer and manage the Participant's participation in the Plan and any subsequent claims or rights.

Acknowledgment of Nature of Plan and Option. In accepting this Option, Participant acknowledges that:

- (a) for labor law purposes, the Option and the Shares subject to the Option are an extraordinary item that does not constitute wages of any kind for services of any kind rendered to the Company or to Participant's employer, and the award of the Option is outside the scope of Participant's employment contract, if any;
- (b) for labor law purposes, the Option and the Shares subject to the Option are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the employer, its parent, or any Subsidiary or Affiliate of the Company;
- (c) the Option and the Shares subject to the Option are not intended to replace any pension rights or compensation;
- (d) neither the Option nor any provision of this Agreement, the Plan or the policies adopted pursuant to the Plan confer upon Participant any right with respect to employment or continuation of current employment and shall not be interpreted to form an employment contract or relationship with the Company or any Subsidiary or Affiliate;

- (e) the future value of the underlying Shares is unknown and cannot be predicted with certainty;
- (f) if the underlying Shares do not increase in value, the Option will have no value;
- (g) if Participant exercises the Option and obtain Shares, the value of the Shares acquired upon exercise may increase or decrease in value, even below the exercise price of the Option;
- (h) in consideration of the grant of the Option hereunder, no claim or entitlement to compensation or damages arises from termination of the Option, and no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from termination of Participant's employment by the Company or an Affiliate (for any reason whatsoever and whether or not in breach of local labor laws) and Participant irrevocably releases the Company and Participant's employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, Participant shall be deemed irrevocably to have waived Participant's entitlement to pursue such claim; and
- (i) in the event of termination of Participant's employment (whether or not in breach of local labor laws), Participant's rights to vest in the Option under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under applicable local laws (*e.g.*, active employment would not include a period of "garden leave" or similar period pursuant to applicable local laws); the Committee shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of Participant's Option.

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. If Participant uses a German bank to transfer a cross-border payment in excess of €12,500 in connection with the sale of Shares acquired under the Plan, the bank will make the report for Participant. In addition, Participant must report any receivables, payables, or debts in foreign currency exceeding an amount of €5,000,000 on a monthly basis. Finally, Participant must report on an annual basis if Participant holds Shares that exceed 10% of the total voting capital of the Company.

ITALY

The following provision supplements Section 4.4 of the Agreement:

Method of Payment. Due to local regulatory requirements, Participant understands that Participant will be restricted to the cashless sell-all method of exercise. To complete a cashless sell-all exercise, Participant understands that the Plan broker shall be instructed to: (i) sell all of the Shares issued upon exercise of the Option; (ii) use the proceeds to pay the exercise price of the Option, brokerage fees and any applicable Tax Obligation; and (iii) remit the balance in cash to Participant. Participant will not be permitted to hold Shares after exercise. Depending upon the development of laws and Participant's status as a national of a country other than Italy, the Company reserves the right to modify the methods of exercising the Option and in its sole discretion, to permit cash exercises, cashless sell-to-cover exercises or any other method of exercise and payment of Tax Obligation permitted under the Plan.

The following paragraphs are inserted immediately after the last paragraph of the Agreement:

Authorization to Release and Transfer Necessary Personal Information. Participant understands that the Company, the Participant's employer and the Company's other Subsidiaries (all together, the "*Avago Entities*") may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social security

number (or any other social or national identification number), salary, nationality, job title, number of Shares held and the details of all Options or any other entitlement to Shares awarded, cancelled, exercised, vested, unvested or outstanding (the “Data”) for the purpose of implementing, administering and managing Participant’s participation in the Plan. Participant is aware that providing the Company with Participant’s Data is necessary for the performance of this Agreement and that Participant’s refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect Participant’s ability to participate in the Plan. Participant understands that the Data may be transferred to, or among, the Avago Entities, affiliates of the Company, or to any third parties assisting in the implementation, administration and management of the Plan, including any transfer required to a broker or other third party with whom Shares acquired pursuant to the vesting of the Option or cash from the sale of such Shares may be deposited. Furthermore, the recipients that may receive, possess, use, retain and transfer such Data for the above mentioned purposes may be located in Italy or elsewhere, including outside of the European Union and that the recipients’ country (e.g., the United States) may have different data privacy laws and protections than Participant’s country. The processing activity, including the transfer of Participant’s personal data abroad, outside of the European Union, as herein specified and pursuant to applicable laws and regulations, does not require Participant’s consent thereto as the processing is necessary for the performance of contractual obligations related to the implementation, administration and management of the Plan. Participant understands that Data processing relating to the purposes above specified shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data are collected and with confidentiality and security provisions as set forth by applicable laws and regulations, with specific reference to D.lgs. 196/2003.

Participant understands that Data will be held only as long as is required by law or as necessary to implement, administer and manage Participant’s participation in the Plan. Participant understands that pursuant to art.7 of D.lgs 196/2003, Participant has the right, including but not limited to, access, delete, update, request the rectification of Participant’s Data and cease the Data processing and to object, in whole or in part, on legitimate grounds, to the processing of Participant’s Data, even though they are relevant to the purpose of collection. Furthermore, Participant is aware that Participant’s Data will not be used for direct marketing purposes. In addition, the Data provided can be reviewed and questions or complaints can be addressed by contacting a local HR representative.

Plan Document Acknowledgment. In accepting the Option, Participant acknowledges that Participant has received a copy of the Plan and the Agreement and has reviewed the Plan and the Agreement, including this Appendix, in their entirety and fully understands and accepts all provisions of the Plan and the Agreement, including this Appendix. Participant further acknowledges that Participant has read and specifically and expressly approves the following paragraphs of the Agreement: Commencement of Exercisability, Expiration of Option, Exercise of Option, Tax Indemnity, Authorization to Release and Transfer Necessary Personal Information, and Acknowledgment of Nature of Plan and Option. Furthermore, Participant, having read and understood the information given on the processing of the Data and being acquainted of the rights set forth in art. 7 of D.lgs. 196/2003, expressly and specifically consents according to art. 23 of D.lgs. 196/2003, the processing of any Participant’s Data as reported in the Plan and the Agreement, including the clause Transfer Necessary Personal Information and further expressly and specifically consents, according to art. 43 and art. 44 of D.lgs. 196/2003 to the transfer of the Data, even sensitive data, in foreign Countries outside the European Union.

Acknowledgment of Nature of Plan and Option. In accepting this Agreement, Participant acknowledges that:

(a) for labor law purposes, the Option and the Shares subject to the Option are an extraordinary item that does not constitute wages of any kind for services of any kind rendered to the Company or to Participant's employer, and the award of the Option is outside the scope of Participant's employment contract, if any;

(b) for labor law purposes, the Option and the Shares subject to the Option are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the employer, its parent, or any Subsidiary or Affiliate of the Company;

(c) the Option and the Shares subject to the Option are not intended to replace any pension rights or compensation;

(d) neither the Option nor any provision of this Agreement, the Plan or the policies adopted pursuant to the Plan confer upon Participant any right with respect to employment or continuation of current employment and shall not be interpreted to form an employment contract or relationship with the Company or any Subsidiary or Affiliate;

(e) the future value of the underlying Shares is unknown and cannot be predicted with certainty;

(f) if the underlying Shares do not increase in value, the Option will have no value;

(g) if Participant exercises the Option and obtain Shares, the value of the Shares acquired upon exercise may increase or decrease in value, even below the exercise price of the Option;

(h) in consideration of the grant of the Option hereunder, no claim or entitlement to compensation or damages arises from termination of the Option, and no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from termination of Participant's employment by the Company or an Affiliate (for any reason whatsoever) and Participant irrevocably releases the Company and Participant's employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, Participant shall be deemed irrevocably to have waived Participant's entitlement to pursue such claim; and

(i) in the event of termination of Participant's employment (for any reason whatsoever), Participant's rights to vest in the Option under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under applicable local laws (*e.g.*, active employment would not include a period of "garden leave" or similar period pursuant to applicable local laws); the Committee shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of Participant's Option.

Exchange Control Information. Participant is required to report in Participant's annual tax return: (a) any transfers of cash or Shares to or from Italy exceeding €10,000 or the equivalent amount in U.S. dollars; and (b) any foreign investments or investments (including proceeds from the sale of the Shares acquired under the Plan) held outside of Italy exceeding €10,000 or the equivalent amount in U.S. dollars, if the investment may give rise to income in Italy. Participant is exempt from the formalities in (a) if the investments are made through an authorized broker resident in Italy, as the broker will comply with the reporting obligation on Participant's behalf.

JAPAN

The following paragraph is inserted immediately after the last paragraph of the Agreement:

Data Privacy. By acceptance of this Option, the Participant acknowledges and consents to the collection, use, processing and transfer of personal data as described below. The Company, Avago Technologies Japan, Ltd., Nemicon Corporation, Avago Technologies U.S. Inc. and the Company's other Subsidiaries (all together, the "**Avago Entities**") hold personal information for the purpose of managing and administering the Plan ("**Data**"), including the following: the Participant's name, home address and telephone number, date of birth, social security number or other employee tax identification number, salary, nationality, job title, and any equity compensation grants or Shares awarded, cancelled, purchased, vested, unvested or outstanding in the Participant's favor. From time to time, the Company may change the scope of its affiliates that hold, use or process Participant's personal information or the scope of Participant's personal information to be held, used or processed by the Company, its affiliates and the Participant's employer, by providing, or made easily accessible, information about such change to the Participant. The Avago Entities will transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. The Avago Entities may also make the Data available to public authorities where required under locally applicable law. These recipients may be located in the United States, the European Economic Area, Japan or elsewhere. The third parties currently assisting the Company in the implementation, administration and management of the Plan are the following: Morgan Stanley Smith Barney LLC, Symphony BPO Japan Limited, Symphony HRS Sdn Bhd., Workday, Inc., Taleo Corporation, Google Inc., Computershare Inc., Computershare Trust Company, N.A. and Tricor WP Corporate Services Pte. Ltd. However, from time to time and without notice, the Avago Entities may retain additional or different third parties for any of the purposes mentioned. The Participant hereby authorizes the Avago Entities and all such third parties to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan on behalf of the Participant to a third party with whom the Participant may have elected to have payment made pursuant to the Plan. The Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consent herein in writing by contacting the Company; however, withdrawing the consent may affect the Participant's ability to participate in the Plan and receive the benefits intended by this Option award.

MALAYSIA

The following paragraphs are inserted immediately after the last paragraph of the Agreement:

Malaysian Insider Trading Notification. Participant should be aware of the Malaysian insider-trading rules, which may impact Participant's acquisition or disposal of Shares or rights to Shares under the Plan. Under the Malaysian insider-trading rules, Participant is prohibited from acquiring or selling Shares or rights to Shares (e.g., an Award under the Plan) when Participant is in possession of information which is not generally available and which Participant know or should know will have a material effect on the price of Shares once such information is generally available.

Director Notification Obligation. If Participant is a director of a Malaysian Subsidiary or Affiliate of the Company, Participant is subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the relevant Malaysian Subsidiary or Affiliate in writing when Participant receives or disposes of an interest (e.g., an Award under the Plan or Shares) in the Company or any related company. Such notifications must be made within 14 days of receiving or disposing of any interest in the Company or any related company.

MEXICO

The following provision is inserted immediately after the first paragraph of the Agreement:

The foregoing grant of the Option by the Company to Participant is the consequence of the current employment relationship between Participant and the Company or one of its Subsidiaries. This Option shall be a Nonqualified Stock Option.

This provision replaces Section 3.4 and Section 3.5 of the Agreement in their entireties:

Section 3.4 Withholding Obligations. The Company or the Employer (as defined below) shall be entitled, if necessary or otherwise approved by the Company or the Employer to comply with any tax law, to withhold from any amounts due and payable by the Company or the Employer to Participant the amount of any withholding or other tax due with respect to any Shares subject to the Option for which a written notice to exercise the Option has been delivered. Regardless of any action the Company or the Employer takes with respect to any or all Tax Obligations, Participant acknowledges that the ultimate liability for all Tax Obligations is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant acknowledges and agrees that if no withholding is made by the Company or the Employer, Participant will comply with his or her tax obligations in accordance with the laws of the relevant jurisdiction and will provide evidence of such compliance to the Company or the Employer upon request. Participant further acknowledges that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Option, including, but not limited to, the grant, vesting or exercise of the Option, the issuance of Shares upon exercise of the Option, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends on such Shares; and (2) do not commit to and are under no obligation to structure the terms of the Option or any aspect of the Option to reduce or eliminate Participant's liability for Tax Obligations or achieve any particular tax result. Further, if Participant has become subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax Obligations in more than one jurisdiction.

The following provision supplements and is inserted as an additional sentence to the end of Section 5.14 of the Agreement:

PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THE GRANT OF THE OPTION DOES NOT FORM PART OF PARTICIPANT'S ENTITLEMENT TO REMUNERATION OR BENEFITS IN TERMS OF HIS OR HER EMPLOYMENT OR CONSULTANCY WITH THE COMPANY OR PARTICIPANT'S EMPLOYER.

The following paragraphs shall be inserted immediately after the last paragraph of the Agreement:

Acknowledgment of Nature of Plan and Option. In accepting this Agreement, Participant acknowledges that:

- (a) the award of the Option (and the Shares subject to the Option) the Company is making under the Plan is unilateral and discretionary and, therefore, the Company reserves the absolute right to amend and/or discontinue Participant's participation in the Plan at any time without any liability to Participant;
- (b) Participant's participation in the Plan shall not create a right to further employment with the Company or its relevant Subsidiaries and shall not interfere with the ability of the Company or its relevant Subsidiaries to terminate Participant's employment relationship at any time;

(c) the award of the Option (and the Shares subject to the Option) to a Participant hired by a Subsidiary of the Company, does not constitute or imply an employment relationship between Participant and the Company;

(d) for labor law purposes, the Option (and the Shares subject to the Option) are an extraordinary item that does not constitute wages of any kind for services of any kind rendered to the Company or to Participant's employer (the "**Employer**"), the Company is solely responsible for the administration of the Plan and Participant's participation in the Plan and acquisition of Shares does not constitute an employment relationship between Participant and the Company since Participant is participating in the Plan on a wholly commercial basis and Participant's sole employer is the Employer, and the award of the Options is outside the scope of Participant's employment contract, if any;

(e) for labor law purposes, the Option (and the Shares subject to the Option) are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the Employer, its parent, or any Subsidiary or Affiliate of the Company;

(f) the Option (and the Shares subject to the Option) are not intended to replace any pension rights or compensation;

(g) the Company is solely responsible for the administration of the Plan and all decisions with respect to future Options or other equity award grants, if any, will be at the sole discretion of the Company;

(h) Participant is voluntarily participating in the Plan;

(i) neither the Option nor any provision of the Agreement, the Plan or the policies adopted pursuant to the Plan confer upon Participant any right with respect to employment or continuation of current employment and shall not be interpreted to form an employment contract or relationship with the Company or any Subsidiary or Affiliate;

(j) the Plan and the benefits that Participant may derive from participation in the Plan do not establish any rights between Participant and the Company or the Employer, other than those provided in the Plan and this Agreement, and do not form part of the employment conditions, even if Options have been granted repeatedly in the past;

(k) any modification of the Plan or the Agreement or its termination shall not constitute a change or impairment of the terms and conditions of employment;

(l) the future value of the underlying Shares is unknown and cannot be predicted with certainty;

(m) if the underlying Shares do not increase in value, the Option will have no value;

(n) if Participant exercises the Option and acquires Shares, the value of the Shares acquired upon exercise may increase or decrease in value, even below the exercise price of the Option;

(o) Participant has received copies of the Plan, has reviewed the Plan and the Agreement in their entirety and fully understand and accept all provisions of the Plan and the Agreement;

(p) in consideration of the grant of the Option hereunder, no claim or entitlement to compensation or damages arises from termination of the Option, and no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from a Termination of Service by the Company, the Employer, any Subsidiary or an Affiliate of the Company (for any reason whatsoever and whether or not in breach of local labor laws) and Participant irrevocably releases the Company and the Employer and their respective affiliates, shareholders, officers, agents or legal representatives from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, Participant shall be deemed irrevocably to have waived Participant's entitlement to pursue such claim;

(q) in the event of a Termination of Service (whether or not in breach of local labor laws), Participant's rights to vest in the Option under the Plan, if any, will terminate effective as of the date that Participant is no longer actively providing services to the Company or its Subsidiaries and will not be extended by any notice period mandated under applicable local laws (e.g., active employment would not include a period of "garden leave" or similar period pursuant to applicable local laws); the Committee shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of Participant's Option; and

(r) the Option and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability.

By signing this Agreement, Participant further acknowledges that Participant has read and specifically and expressly approves the terms and conditions described in the paragraph immediately above, in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) the Company and any parent, Subsidiary or Affiliate are not responsible for any decrease in the value of the Shares underlying the Options.

Data Privacy. By acceptance of this Option, Participant acknowledges and consents to the collection, use, processing and transfer of personal data as described below. The Company, the Participant's Employer and the Company's other Subsidiaries (all together, the "**Avago Entities**") hold certain personal information, including the Participant's name, home address and telephone number, date of birth, social security number or other employee tax identification number, employment history and status, salary, nationality, job title, and any equity compensation grants or Shares awarded, cancelled, purchased, vested, unvested or outstanding in the Participant's favor, for the purpose of managing and administering the Plan ("**Data**"). The Avago Entities will transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. The Avago Entities may also make the Data available to public authorities where required under locally applicable law. These recipients may be located in the United States, the European Economic Area, Asia, Mexico or elsewhere, which Participant separately and expressly consents to, accepting that outside Mexico, data protection laws may not be as protective as within. The Participant hereby authorizes the Avago Entities and all such third parties to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan on behalf of the Participant to a third party with whom the Participant may have elected to have payment made pursuant to the Plan. Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consent herein in writing by contacting the Company through its local H.R. Director; however, withdrawing the consent may affect Participant's ability to participate in the Plan and receive the benefits intended by this Option. Data will only be held as long as necessary to implement, administer and manage the Participant's participation in the Plan and any subsequent claims or rights.

SINGAPORE

Securities Law Information. The Option award is being made in reliance of section 273(1)(f) of the Securities and Futures Act (Cap. 289) (“SFA”) for which it is exempt from the prospectus and registration requirements under the SFA.

Director Notification Obligation. If Participant is a director, associate director or shadow director of a Singapore Subsidiary or affiliate of the Company, Participant is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Company’s relevant Singapore Subsidiary or Affiliate in writing when Participant receives an interest (e.g., an Award or Shares) in the Company or any parent, Subsidiary or Affiliate. In addition, Participant must notify the Company’s Singapore Subsidiary or Affiliate when Participant sells Ordinary Shares or shares of any relevant parent, Subsidiary or Affiliate (including when Participant sells Shares issued upon vesting and exercise of the Option). These notifications must be made within two days of acquiring or disposing of any interest in the Company or any parent, Subsidiary or Affiliate. In addition, a notification of Participant’s interests in the Company or any parent, Subsidiary or Affiliate must be made within two days of becoming a director.

SOUTH KOREA

The following paragraph is inserted immediately after the last paragraph of the Agreement:

Exchange Control Information. To remit funds out of Korea to exercise the Option by a cash-exercise method, Participant must obtain a confirmation of the remittance by a foreign exchange bank in Korea. This is an automatic procedure, (*i.e.*, the bank does not need to approve the remittance and the process should not take more than a single day). Participant likely will need to present the bank processing the transaction supporting documentation evidencing the nature of the remittance.

If the Participant realizes US \$500,000 or more from the sale of Shares, Korean exchange control laws require the Participant to repatriate the proceeds to Korea within 18 months of the sale.

SWEDEN

No country-specific terms apply.

TAIWAN

The following provisions are added as Sections 5.19 through 5.24, respectively, of the Agreement:

5.19 The Participant should be aware that the tax consequences in connection with the grant of the Option, the exercise of the Option and the disposition of the Shares vary from country to country and are subject to change from time to time and understand that Participant may suffer adverse tax consequences as a result of the grant of the Option and the Participant’s disposition of the Shares. THE EMPLOYEE SHOULD CONSULT A TAX ATTORNEY OR ADVISOR. THE EMPLOYEE REPRESENTS THAT THE EMPLOYEE IS NOT RELYING ON THE COMPANY AND/OR ITS AFFILIATES FOR ANY TAX ADVICE.

5.20 The Participant fully understands that the offer of the Option has not been and will not be registered with or approved by the Financial Supervisory Commission of the Republic of China pursuant to relevant securities laws and regulations and the Option may not be offered or sold within the Republic of China through a public offering or in circumstances which constitute an offer within the meaning of the Securities and Exchange Law of the Republic of China that requires a registration or approval of the Financial Supervisory Commission of the Republic of China.

5.21 The Participant acknowledges and agrees that he or she may be required to do certain acts and/or execute certain documents in connection with the grant of the Option, the exercise of the Option and the disposition of the Shares, including but not limited to obtaining foreign exchange approval for remittance of funds and other governmental approvals within the Republic of China. The Participant shall pay his/her own costs and expenses with respect to any event concerning a holder of the Option, or Shares purchased thereby, arising as a result of the Plan.

5.22 By accepting the grant of this Option, the Participant acknowledges and agrees that: (i) the value of the Option is outside the scope of the Participant's employment contract, if any; (ii) the value of the Option is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; (iii) if the underlying Shares do not increase in value, this Option will have no value, and the Company does not guarantee any future value; and (iv) no claim or entitlement to compensation or damages arises if the Option does not increase in value, and the Participant irrevocably releases the Company and its subsidiaries from any such claim that does arise.

5.23 Data Privacy. By acceptance of this Option, Participant acknowledges and consents to the collection, use, processing and transfer of personal data as described below. The Company, the Participant's employer and the Company's other Subsidiaries (all together, the "**Avago Entities**") hold certain personal information, including the Participant's name, home address and telephone number, date of birth, social security number or other employee tax identification number, employment history and status, salary, nationality, job title, and any equity compensation grants or Shares awarded, cancelled, purchased, vested, unvested or outstanding in the Participant's favor, for the purpose of managing and administering the Plan ("**Data**"). The Company and its affiliates will transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. The Company may also make the Data available to public authorities where required under locally applicable law. These recipients may be located in the United States, the European Economic Area, the Republic of China or elsewhere, which Participant separately and expressly consents to, accepting that outside the Republic of China, data protection laws may not be as protective as within. The Participant hereby authorizes the Avago Entities and all such third parties to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan on behalf of the Participant to a third party with whom the Participant may have elected to have payment made pursuant to the Plan. Participant may, at any time, review Data, request a copy of it, require any necessary amendments to it, request deletion, or withdraw the consent herein in writing by contacting the Company through its local H.R. Director; however, withdrawing the consent may affect Participant's ability to participate in the Plan and receive the benefits intended by this Option. Data will only be held as long as necessary to implement, administer and manage the Participant's participation in the Plan and any subsequent claims or rights.

5.24 The Participant acknowledges that any agreement in connection with the Option is between the Participant and the Company, and that the Participant's local employer is not a party to such agreements.

5.25 Exchange Control Information. Participant that is Taiwan resident (those who are over 20 years of age and holding a Republic of China citizen's ID Card, Taiwan Resident Certificate or an Alien Resident Certificate that is valid for a period no less than one year) may acquire and remit foreign currency (including proceeds from the sale of Shares) into and out of Taiwan up to US\$5,000,000 per year. If the transaction amount is TWD\$500,000 or more in a single transaction, Participant must submit a foreign exchange transaction form and also provide supporting documentation (including the contracts for such transaction, approval letter, etc.) to the satisfaction of the remitting bank.

If the transaction amount is US\$500,000 or more, Participant may be required to provide additional supporting documentation (including the contracts for such transaction, approval letter, etc.) to the satisfaction of the remitting bank. Participant acknowledges that the Participant is advised to consult the Participant's personal advisor to ensure compliance with applicable exchange control laws in Taiwan.

UNITED KINGDOM

Definitions

The definition of "Termination of Service" in the Plan shall be replaced in its entirety by the following definition:

"Termination of Services" shall mean the Participant's Termination of Employment.

The following definition of "Termination of Employment" shall be added:

"Termination of Employment" shall mean the time when the employee-employer relationship between the Participant and the Company or any Subsidiary is terminated for any reason, with or without cause, including, but not by way of limitation, a termination by resignation, discharge, death, disability or retirement; but excluding terminations where there is a simultaneous reemployment or continuing employment of Participant by the Company or any Subsidiary. The Committee, in its absolute discretion, shall determine the effect of all matters and questions relating to Termination of Employment, including, but not by way of limitation, the question of whether a particular leave of absence constitutes a Termination of Employment.

Participants

The Agreement as amended pursuant to this Exhibit A forms the rules of the employee share scheme applicable to the United Kingdom based Participants of the Company and any Subsidiaries. Only employees of the Company or any Subsidiary of the Company are eligible to be granted Options or be issued Shares under the Agreement. Other service providers (including consultants or Nonemployee Directors) who are not employees are not eligible to receive Options under the Agreement in the United Kingdom. Accordingly, all references in the Agreement to the Participant's service or termination of service shall be interpreted as references to the Participant's employment or Termination of Employment.

This provision replaces Section 3.4 and Section 3.5 of the Agreement in their entireties:

3.4 **Special Tax Consequences**. In relation to UK based Participants only:

(a) the Participant agrees to indemnify and keep indemnified the Company, any Subsidiary and his/her employing company, if different, from and against any liability for or obligation to pay any Tax Obligation (including, without limitation, any liability for income tax, withholding tax and any other employment related taxes, employee's national insurance contributions or employer's national insurance contributions or equivalent social security contributions in any jurisdiction) that is attributable to (1) the grant or exercise of, or any benefit derived by the Participant from, the Option, (2) the acquisition by the Participant of the Shares on exercise of the Option, or (3) the disposal of any Shares.

(b) the Option cannot be exercised until the Participant has made such arrangements as the Company may require for the satisfaction of any Tax Obligation that may arise in connection with the exercise of the Option and/or the acquisition of the Shares by the Participant. The Company shall not be required to issue, allot or transfer Shares until the Employee has satisfied this obligation.

(c) at the discretion of the Company, the Option cannot be exercised until the Participant has entered into an election with the Company (or his/her employer) (as appropriate) in a form approved by the Company and Her Majesty's Revenue & Customs (a "**Joint Election**") under which any liability of the Company and/or the employer for employer's national insurance contributions arising in respect of the granting, vesting, exercise of or other dealing in the Option, or the acquisition of Shares on exercise of the Option, is transferred to and met by the Participant.

3.5 Tax and National Insurance Contributions Acknowledgment. Participant agrees that if Participant does not pay or Participant's employer (the "**Employer**") or the Company does not withhold from Participant the full amount of all taxes applicable to the taxable income of Participant resulting from the grant of the Option, the vesting and exercise of the Option or the issuance of Shares (the "**Tax-Related Items**") that Participant owes due to the vesting of the Option, or the exercise of the Option for consideration, or the receipt of any other benefit in connection with the Option (the "**Taxable Event**") within 90 days after the Taxable Event, or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003, then the amount that should have been withheld shall constitute a loan owed by Participant to the Employer, effective 90 days after the Taxable Event. Participant agrees that the loan will bear interest at the HMRC's official rate and will be immediately due and repayable by Participant, and the Company and/or the Employer may recover it at any time thereafter by withholding the funds from salary, bonus or any other funds due to Participant by the Employer, by withholding in Shares issued upon vesting and exercise of the Option or from the cash proceeds from the sale of Shares or by demanding cash or a cheque from Participant. Participant also authorizes the Company to delay the issuance of any Shares to the Participant unless and until the loan is repaid in full.

Notwithstanding the foregoing, if Participant is an officer or executive director (as within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that Participant is an officer or executive director and Tax-Related Items are not collected from or paid by Participant within 90 days of the Taxable Event, the amount of any uncollected Tax-Related Items may constitute a benefit to Participant on which additional income tax and national insurance contributions may be payable. Participant acknowledges that the Company or the Employer may recover any such additional income tax and national insurance contributions at any time thereafter by any of the means referred to in Section 4.4 of the Agreement.

References to "withholding tax" or "Tax Obligations" in the Agreement shall include social security contributions including national insurance contributions.

This provision replaces Section 5.14 of the Agreement in its entirety:

5.14 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon the Participant any right to continue to serve as an employee of the Company or any of its Subsidiaries and the grant of an Option does not form part of the Participant's entitlement to remuneration or benefits in terms of his employment with the Company or any Subsidiary.

This provision is added as Section 5.19 of the Agreement:

5.19 Data Privacy. By acceptance of this Option, Participant acknowledges and consents to the collection, use, processing and transfer of personal data as described below. The Company, the Participant's employer and the Company's other Subsidiaries (all together, the "**Avago Entities**") hold certain personal information, including the Participant's name, home address and telephone number, date of birth, social security number or other employee tax identification number, employment history and status, salary, nationality, job title, and any equity compensation grants or Shares awarded, cancelled, purchased, vested, unvested or outstanding in the Participant's favor, for the purpose of managing and administering the Plan ("**Data**"). The Avago Entities will transfer Data to third parties in the course of its or their business, including for the purpose of assisting the Company in the implementation, administration and management of the Plan. The Avago Entities may also make the Data available to public authorities where required under locally applicable law. These recipients may be located in the United States, the European Economic Area, or elsewhere in the world, which Participant separately and expressly consents to, accepting that outside the European Economic Area, data protection laws may not be as protective as within. The Participant hereby authorizes the Avago Entities and all such third parties to receive, possess, use, retain, process and transfer the Data, in electronic or other form, in the course of the Avago Entities respective businesses, including for the purposes of implementing, administering and managing participation in the Plan, and including any requisite transfer of such Data as may be required for the administration of the Plan on behalf of the Participant to a third party with whom the Participant may have elected to have payment made pursuant to the Plan. Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consent herein in writing by contacting the Company through its local H.R. Director; however, withdrawing the consent may affect Participant's ability to participate in the Plan and receive the benefits intended by this Option. Data will only be held as long as necessary to implement, administer and manage the Participant's participation in the Plan and any subsequent claims or rights.

This provision is added as Section 5.20 of the Agreement:

5.20 Acknowledgment of Nature of Plan and Option. In accepting this Agreement, Participant acknowledges that:

- (a) for labor law purposes, the Option and the Shares subject to the Option are an extraordinary item that does not constitute wages of any kind for services of any kind rendered to the Company or to Participant's Employer, and the award of the Option is outside the scope of Participant's employment contract, if any;
- (b) for labor law purposes, the Option and the Shares subject to the Option are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the employer, its parent, or any Subsidiary or Affiliate of the Company;
- (c) the Option and the Shares subject to the Option are not intended to replace any pension rights or compensation;
- (d) neither the Option nor any provision of this Agreement, the Plan or the policies adopted pursuant to the Plan confer upon Participant any right with respect to employment or continuation of current employment and shall not be interpreted to form an employment contract or relationship with the Company or any Subsidiary or Affiliate;
- (e) the future value of the underlying Shares is unknown and cannot be predicted with certainty;

(f) if the underlying Shares do not increase in value, the Option will have no value;

(g) if Participant exercises the Option and obtain Shares, the value of the Shares acquired upon exercise may increase or decrease in value, even below the exercise price of the Option;

(h) in consideration of the grant of the Option hereunder, no claim or entitlement to compensation or damages arises from termination of the Option, and no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from termination of Participant's employment by the Company or an Affiliate (for any reason whatsoever and whether or not in breach of local labor laws) and Participant irrevocably releases the Company and Participant's employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, Participant shall be deemed irrevocably to have waived Participant's entitlement to pursue such claim; and

(i) in the event of termination of Participant's employment (whether or not in breach of local labor laws), Participant's rights to vest in the Option under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under applicable local laws (*e.g.*, active employment would not include a period of "garden leave" or similar period pursuant to applicable local laws); the Committee shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of Participant's Option.

LSI CORPORATION
2003 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT AWARD AGREEMENT
(SELL TO COVER)

Avago Technologies Limited, a company organized under the laws of Singapore (the “**Company**”), pursuant to the LSI Corporation 2003 Equity Incentive Plan, as amended from time to time (the “**Plan**”), hereby grants to the individual (“**Participant**”) listed in Section A (the “**Award Summary**”) of the Online Award Acceptance page (the “**Award Acceptance Page**”) of the Company’s Equity Incentive Award Plan website administered by Morgan Stanley Smith Barney (“**Plan Website**”) to which this Restricted Stock Unit Award Agreement (this “**Agreement**”) is posted, an award of restricted stock units (“**Restricted Share Units**” or “**RSUs**”). Each Restricted Share Unit represents the right to receive one ordinary share, no par value, of the Company (an “**Ordinary Share**”) upon vesting of the Restricted Share Unit. This award of Restricted Share Units is subject to all of the terms and conditions set forth in this Agreement, the special provisions for Participant’s country of residence, if any, attached hereto as Exhibit A, the Plan and the Plan Website, each of which are incorporated herein by reference.

Withholding Tax: Participant understands that by accepting this award of Restricted Share Units on the Award Acceptance Page, Participant is affirmatively agreeing to the following (a “**Sell to Cover**”):

Sell to Cover: Upon vesting of RSUs and release of the resulting Ordinary Shares, the Company, on the Participant’s behalf, will instruct Morgan Stanley Smith Barney or such other agent instructed by the Company from time to time (collectively, the “**Agent**”) to sell that number of such Ordinary Shares determined in accordance with Section 2.6 of this Agreement as may be necessary to satisfy any resulting Tax Obligations on the Company, and the Agent will remit the cash proceeds of such sale to the Company. The Company shall then make a cash payment equal to the required Tax Obligations from the cash proceeds of such sale directly to the appropriate taxing authorities.

**BY ACCEPTING THIS AWARD OF RESTRICTED STOCK UNITS, PARTICIPANT
CONSENTS TO THE USE AND SHARING OF PARTICIPANT’S PERSONAL DATA AS SET
FORTH IN THE APPLICABLE PROVISIONS IN EXHIBIT A**

ARTICLE I

GENERAL

1.1 **Defined Terms.** Capitalized terms not specifically defined herein shall have the meanings specified in the Plan.

1.2 **General.** Each Restricted Share Unit shall constitute a non-voting unit of measurement which is deemed for bookkeeping purposes to be equivalent to one outstanding Ordinary Share (subject to adjustment as provided in Section 4.3 of the Plan) solely for purposes of the Plan and this Agreement. The Restricted Share Units shall be used solely as a device for the determination of the payment to eventually be made to the Participant if such Restricted Share Units vest pursuant to Section 2.3. The Restricted Share Units shall not be treated as property or as a trust fund of any kind.

1.3 Incorporation of Terms of Plan. RSUs are subject to the terms and conditions of the Plan which are incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

ARTICLE II

GRANT OF RESTRICTED SHARE UNITS

2.1 Grant of RSUs. In consideration of Participant's past and/or continued employment with or service to the Company or a Subsidiary and for other good and valuable consideration, effective as of the Grant Date set forth in the Award Summary (the "***Grant Date***"), the Company grants to Participant an award of RSUs as set forth in the Award Summary.

2.2 Company's Obligation to Pay. Each RSU has a value equal to the Fair Market Value of an Ordinary Share on the date it becomes vested. Unless and until the RSUs will have vested in the manner set forth in Article II hereof, Participant will have no right to payment of any such RSUs. Prior to actual payment of any vested RSUs, such RSUs will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

2.3 Vesting Schedule. Subject to Section 2.4, the RSUs awarded hereby will vest and become nonforfeitable with respect to the applicable portion thereof according to the vesting schedule set forth on the Award Summary (the "***Vesting Schedule***"), subject to Participant's continued employment or services through such dates, as a condition to the vesting of the applicable installment of the RSU and the rights and benefits under this Agreement. Unless otherwise determined by the Committee, partial employment or service, even if substantial, during any vesting period will not entitle the Participant to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a Termination of Service as provided in Section 2.4 below or under the Plan.

2.4 Change in Control Treatment. In the event the successor corporation in a Change in Control refuses to assume or substitute for the RSUs in accordance with Section 9.1 of the Plan, the RSUs will vest as of immediately prior to such Change in Control.

2.5 Forfeiture, Termination and Cancellation upon Termination of Service. Upon Participant's Termination of Service for any or no reason, the then-unvested RSUs subject to this Agreement (after giving effect to any accelerated vesting pursuant to Section 2.4) will thereupon be automatically forfeited, terminated and cancelled as of the applicable termination date without payment of any consideration by the Company, and Participant, or Participant's beneficiary or personal representative, as the case may be, shall have no further rights hereunder.

2.6 Payment after Vesting.

(a) As soon as practicable following the vesting of any Restricted Share Units pursuant to Section 2.3, 2.4 or 3.2, the Company shall deliver to the Participant a number of Ordinary Shares (either by delivering one or more certificates for such shares or by entering such shares in book entry form, as determined by the Company in its sole discretion) equal to the number of Restricted Share Units subject to this award that vest on the applicable vesting date, unless such Restricted Share Units terminate prior to the given vesting date pursuant to Section 2.5. Notwithstanding the foregoing, in the event Ordinary Shares cannot be issued because of the failure to meet one or more of the conditions set forth in Section 2.8(a), (b) or (c) hereof, then the Ordinary Shares shall be issued pursuant to the preceding sentence as soon as administratively practicable after the Committee determines that Ordinary Shares can again be issued in accordance with Sections 2.8(a), (b) and (c) hereof. Notwithstanding any

discretion in the Plan, the Award Summary or this Agreement to the contrary, upon vesting of the RSUs, Ordinary Shares will be issued as set forth in this section. In no event will the RSUs be paid to Participant in the form of cash.

(b) Notwithstanding anything to the contrary in this Agreement, the Company shall be entitled to require payment by Participant of any sums required by applicable law to be withheld as a result of the Tax Obligations with respect to the grant of RSUs or the issuance of Ordinary Shares. Such payment shall be made by using a Sell to Cover. By accepting this award of RSUs, Participant has agreed to Sell to Cover to satisfy any Tax Obligations and Participant hereby acknowledges and agrees:

(i) Participant hereby appoints the Agent as the Participant's agent and directs the Agent to (1) sell on the open market at the then prevailing market price(s), on Participant's behalf, as soon as practicable on or after the date Ordinary Shares vest, that number (rounded up to the next whole number) of the Ordinary Shares so vesting necessary to generate proceeds to cover (x) any Tax Obligations incurred by the Company with respect to such vesting and (y) all applicable fees and commissions due to, or required to be collected by, the Agent with respect thereto and (2) in the Company's discretion, apply any remaining funds to Participant's federal tax withholding or remit such remaining funds to the Participant.

(ii) Participant hereby authorizes the Company and the Agent to cooperate and communicate with one another to determine the number of Ordinary Shares that must be sold pursuant to subsection (i) above.

(iii) Participant understands that the Agent may effect sales as provided in subsection (i) above in one or more sales and that the average price for executions resulting from bunched orders will be assigned to Participant's account. In addition, Participant acknowledges that it may not be possible to sell Ordinary Shares as provided by in subsection (i) above due to (1) a legal or contractual restriction applicable to the Agent, (2) a market disruption, or (3) rules governing order execution priority on the national exchange where the Ordinary Shares may be traded. In the event of the Agent's inability to sell Ordinary Shares, Participant will continue to be responsible for the timely payment to the Company and/or its affiliates of all federal, state, local and foreign taxes that are required by applicable laws and regulations to be withheld, including but not limited to those amounts specified in subsection (i) above.

(iv) Participant acknowledges that regardless of any other term or condition of this Section 2.6(b), the Agent will not be liable to Participant for (1) special, indirect, punitive, exemplary, or consequential damages, or incidental losses or damages of any kind, or (2) any failure to perform or for any delay in performance that results from a cause or circumstance that is beyond its reasonable control.

(v) Participant hereby agrees to execute and deliver to the Agent any other agreements or documents as the Agent reasonably deems necessary or appropriate to carry out the purposes and intent of this Section 2.6(b). The Agent is a third-party beneficiary of this Section 2.6(b).

(vi) This Section 2.6(b) shall terminate not later than the date on which all Tax Obligations arising in connection with the vesting of the RSUs have been satisfied.

The Company shall not be obligated to deliver any new certificate representing Ordinary Shares to Participant or Participant's legal representative or enter such Ordinary Share in book entry form unless and until Participant or Participant's legal representative shall have paid or otherwise satisfied in full the amount of all Tax Obligations applicable to the taxable income of Participant resulting from the grant of the RSUs or the issuance of Ordinary Shares.

2.7 Rights as Shareholder. The holder of the RSUs shall not be, nor have any of the rights or privileges of, a shareholder of the Company, including, without limitation, any dividend rights and voting rights, in respect of the RSUs and any Ordinary Shares underlying the RSUs and deliverable hereunder unless and until such Ordinary Shares shall have been actually issued by the Company and held of record by such holder (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment will be made for a dividend or other right for which the record date is prior to the date the Ordinary Shares are issued, except as provided in Section 4.3 of the Plan.

2.8 Conditions to Delivery of Ordinary Shares. Subject to Section 13.3 of the Plan, the Ordinary Shares deliverable hereunder, or any portion thereof, may be either previously authorized but unissued Ordinary Shares or issued Ordinary Shares which have then been reacquired by the Company. Such Ordinary Shares shall be fully paid and nonassessable. The Company shall not be required to issue or deliver any Ordinary Shares deliverable hereunder or portion thereof prior to fulfillment of all of the following conditions:

(a) The admission of such Ordinary Shares to listing on all stock exchanges on which the Ordinary Shares are then listed;

(b) The completion of any registration or other qualification of such Ordinary Shares under any state or federal law or under rulings or regulations of the Securities and Exchange Commission or of any other governmental regulatory body, which the Committee shall, in its absolute discretion, deem necessary or advisable;

(c) The obtaining of any approval or other clearance from any state or federal governmental agency which the Committee shall, in its absolute discretion, determine to be necessary or advisable;

(d) The receipt by the Company of full payment for such Ordinary Shares, including payment of any applicable Tax Obligation, which may be in one or more of the forms of consideration permitted under Section 2.6 hereof; and

(e) The lapse of such reasonable period of time following the vesting of any Restricted Share Units as the Committee may from time to time establish for reasons of administrative convenience.

ARTICLE III

OTHER PROVISIONS

3.1 Administration. The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and binding upon Participant, the Company and all other interested persons. No member of the Committee or the Board shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, this Agreement or the RSUs.

3.2 Adjustments Upon Specified Events. The Committee may accelerate payment and vesting of the Restricted Share Units in such circumstances as it, in its sole discretion, may determine. In addition, upon the occurrence of certain events relating to the Shares (as defined in the Plan) contemplated by Section 4.3 of the Plan (including, without limitation, an extraordinary cash dividend on such Shares), the Committee shall make such adjustments the Committee deems appropriate in the number of Restricted Share Units then outstanding and the number and kind of securities that may be issued in respect of the Restricted Share Units. The Participant acknowledges that the RSUs are subject to modification and termination in certain events as provided in this Agreement and Sections 4.3 and 9.1 of the Plan.

3.3 Grant is Not Transferable. During the lifetime of Participant, this grant and the rights and privileges conferred hereby will not be sold, transferred, assigned, pledged or otherwise alienated or hypothecated, unless and until the Shares underlying the RSUs have been issued, and all restrictions applicable to such Shares have lapsed. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of the RSUs, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, the RSUs and the rights and privileges conferred hereby immediately will become null and void. Notwithstanding anything herein to the contrary, this Section 3.3 shall not prevent transfers by will or applicable laws of descent and distribution.

3.4 Binding Agreement. Subject to the limitation on the transferability of the RSUs contained herein, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

3.5 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to Participant shall be addressed to Participant at the Participant's last address reflected on the Company's records. By a notice given pursuant to this Section 3.5, either party may hereafter designate a different address for notices to be given to that party. Any notice shall be deemed duly given when sent via email or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

3.6 Titles. Titles provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

3.7 Governing Law; Severability. The laws of the State of California shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

3.8 Conformity to Securities Laws. Participant acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the RSUs are granted, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

3.9 Amendments, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Committee or the Board, *provided*, that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely effect the RSUs in any material way without the prior written consent of the Participant.

3.10 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth in Section 3.3 hereof, this Agreement shall be binding upon Participant and his or her heirs, executors, Committees, successors and assigns.

3.11 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the RSUs and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by applicable law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

3.12 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon the Participant any right to continue to serve as an employee or other service provider of the Company or any of its Subsidiaries.

3.13 Entire Agreement. The Plan, the Award Summary and this Agreement constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof. In the event Participant is party to a Management Shareholders Agreement with the Company, the Shares subject to the RSUs shall not be subject to such Management Shareholders Agreement and the provisions of this Agreement shall supersede any competing provisions of any such Management Shareholders Agreement.

3.14 Section 409A. The RSUs are not intended to constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, “**Section 409A**”). However, notwithstanding any other provision of the Plan, the Award Summary or this Agreement, if at any time the Committee determines that the RSUs (or any portion thereof) may be subject to Section 409A, the Committee shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan, this Agreement or the Award Summary or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Committee determines are necessary or appropriate either for the RSUs to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

3.15 Limitation on Participant’s Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. The Participant shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs, and rights no greater than the right to receive the Ordinary Shares as a general unsecured creditor with respect to RSUs, as and when payable hereunder.

3.16 Additional Terms for Participants Providing Services Outside the United States. To the extent the Participant provides services to the Company in a country other than the United States, the

RSUs shall be subject to such additional or substitute terms as shall be set forth for such country in Exhibit A attached hereto. If Participant relocates to one of the countries included in Exhibit A during the life of the RSUs, the special provisions for such country shall apply to Participant, to the extent the Company determines that the application of such provisions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. In addition, the Company reserves the right to impose other requirements on the RSUs and the Ordinary Shares issued upon vesting of the RSUs, to the extent the Company determines it is necessary or advisable in order to comply with local laws or facilitate the administration of the Plan, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

* * * * *

By selecting the box in Section B of the Award Acceptance Page acknowledging that Participant has read all of the documents included in Section B, Participant agrees to be bound by the terms and conditions of the Plan, the Agreement, Exhibit A (the special provisions for Participant's country of residence, if any) and the Plan Website. Participant has reviewed the Agreement, the Plan and the Plan Website in their entirety, including Exhibit A, and fully understands all provisions of this Agreement, the Plan Website and the Plan. Additionally, by selecting the box in Section B of the Award Acceptance Page acknowledging that Participant has read all the documents included in Section B, Participant agrees that Participant has read, fully understands and agrees to abide by the terms of the Company's Insider Trading Policy and has read and fully understands the Plan Prospectus and Prospectus Supplement, if applicable, each of which is posted in Section B of the Award Acceptance Page. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan, the Plan Website or the Agreement (including Exhibit A).

**EXHIBIT A
TO LSI CORPORATION
2003 EQUITY INCENTIVE PLAN
RESTRICTED STOCK UNIT AWARD AGREEMENT**

This Exhibit A to the LSI Corporation 2013 Equity Incentive Plan (the “**Plan**”) Restricted Stock Unit Award Agreement (the “**Agreement**”) includes special terms and conditions applicable to Participants providing services to the Company in the countries below. These terms and conditions are in addition to those set forth in the Agreement and to the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement, these terms and conditions shall prevail. Any capitalized term used in this Exhibit A without definition shall have the meaning ascribed to such term in the Plan or the Agreement, as applicable.

Each Participant is advised to seek appropriate professional advice as to how the relevant exchange control and tax laws in the Participant’s country may apply to the Participant’s individual situation.

AUSTRIA

Exchange Control Information.

If Participant holds Ordinary Shares acquired pursuant to RSUs obtained through the Plan outside of Austria, Participant must submit a report to the Austrian National Bank. An exemption applies if the value of the Ordinary Shares as of the end of any given calendar quarter does not exceed €30,000,000 or as of December 31 does not exceed €5,000,000. If the former threshold is exceeded, quarterly reporting obligations are imposed, whereas if the latter threshold is exceeded, annual reports must be given. The annual reporting date is December 31 and the deadline for filing the annual report is March 31 of the following year.

When Participant sells Ordinary Shares acquired pursuant to RSUs under the Plan, there may be exchange control obligations if the cash proceeds are held outside Austria. If the transaction volume of all Participant’s accounts abroad exceeds €3,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of such month, on or before the fifteenth day of the following month, on the prescribed form (*Meldungen SI-Forderungen und/oder SI-Verpflichtungen*).

Consumer Protection Information.

If the provisions of the Austrian Consumer Protection Act are considered to be applicable to the Agreement and the Plan, Participant may be entitled to revoke Participant’s acceptance of the Agreement under the conditions listed below:

- (i) If Participant accepts the RSUs outside the business premises of the Company or its relevant Subsidiary, Participant may be entitled to revoke Participant’s acceptance of the Agreement, provided the revocation is made within one week after Participant accepts the Agreement.
- (ii) The revocation must be in written form to be valid. It is sufficient if Participant returns the Agreement to the Company or the Company’s representative with language which can be understood as Participant’s refusal to conclude or honor the Agreement, provided the revocation is sent within the period set forth above.

Acknowledgment of Nature of Plan and RSUs. In accepting this Agreement, Participant acknowledges that:

- (a) for labor law purposes, RSUs and Ordinary Shares issued upon vesting thereof are an extraordinary item that do not constitute wages of any kind for services of any kind rendered to the Company or to Participant's employer, and the grant of RSUs is outside the scope of Participant's employment contract, if any;
- (b) for labor law purposes, the grant of RSUs and the Ordinary Shares issued upon vesting thereof are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the employer, its parent, or any Subsidiary or Affiliate of the Company;
- (c) RSUs and the Ordinary Shares issued upon vesting thereof are not intended to replace any pension rights or compensation;
- (d) neither the grant of RSUs nor any provision of this Agreement, the Plan or the policies adopted pursuant to the Plan confer upon Participant any right with respect to employment or continuation of current employment and shall not be interpreted to form an employment contract or relationship with the Company or any Subsidiary or Affiliate;
- (e) the future value of the underlying Ordinary Shares is unknown and cannot be predicted with certainty;
- (f) in consideration of the grant of RSUs hereunder, no claim or entitlement to compensation or damages arises from termination of RSUs, and no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from termination of Participant's employment by the Company or an Affiliate (for any reason whatsoever and whether or not in breach of local labor laws) and Participant irrevocably releases the Company and Participant's employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, Participant shall be deemed irrevocably to have waived Participant's entitlement to pursue such claim; and
- (g) in the event of termination of Participant's employment (whether or not in breach of local labor laws), Participant's rights to vest in the RSUs under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under applicable local laws (e.g., active employment would not include a period of "garden leave" or similar period pursuant to applicable local laws); the Committee shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of Participant's RSUs.

Consent to Personal Data Processing and Transfer. By acceptance of this award of RSUs, Participant acknowledges and consents to the collection, use, processing and transfer of personal data as described below. The Company, 1 Yishun Avenue 7, Singapore 768923; A3PICs Electronics Development GmbH (to be changed to Avago Technologies Fiber Austria GmbH), Webergasse 18/9, A-1200 Vienna, Austria; and Avago Technologies U.S. Inc. and the Company's other Subsidiaries, c/o 350 W. Trimble Road, San Jose CA 95131, USA (all together, the "**Avago Entities**"), hold certain personal information, including Participant's name, home address and telephone number, date of birth, social security number or other employee tax identification number, employment history and status, salary, nationality, job title, and any equity compensation grants or Ordinary Shares awarded, cancelled, purchased, vested, unvested or

outstanding in Participant's favor, for the purpose of managing and administering the Plan ("**Data**"). The Avago Entities will transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. The Avago Entities may also make the Data available to public authorities where required under locally applicable law. These recipients may be located in the United States, the European Economic Area, or elsewhere, which Participant separately and expressly consents to, accepting that outside the European Economic Area, data protection laws may not be as protective as within. The third parties currently assisting the Company in the implementation, administration and management of the Plan are the following: Morgan Stanley Smith Barney LLC, 787 Seventh Avenue, New York, New York 10019, USA and 2775 Sand Hill Road, Ste 120, Menlo Park CA 94025, USA; Workday, Inc., 6230 Stoneridge Mall Road, Pleasanton, CA 94588, USA; Taleo Corporation, 4140 Dublin Boulevard, Suite 400, Dublin, CA 94568, USA; Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA; Computershare Inc. and Computershare Trust Company, N.A., 250 Royall Street, Canton, MA 02021, USA; Tricor WP Corporate Services Pte. Ltd., 80 Robinson Road #02-00, Singapore 068898; and RBG - Revisions- und BetriebsberatungsgesmbH, Steuerberatungsgesellschaft, Operngasse 23/19, A-1040 Vienna, Austria. However, from time to time and without notice, the Avago Entities may retain additional or different third parties for any of the purposes mentioned. Participant hereby authorizes the Avago Entities and all such third parties to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan on behalf of Participant to a third party with whom Participant may have elected to have payment made pursuant to the Plan. Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consent herein in writing by contacting the Company through its local H.R. Director; however, withdrawing the consent may affect Participant's ability to participate in the Plan and receive the benefits intended by this award of RSUs. Data will only be held as long as necessary to implement, administer and manage Participant's participation in the Plan and any subsequent claims or rights.

CHINA

Settlement of Restricted Share Units and Sale of Shares. The provisions supplement Section 2.6(b) of the Agreement.

Participant acknowledges and agrees that the Company shall, on behalf of Participant, sell all Ordinary Shares issuable to Participant upon vesting of the RSUs. Participant further agrees that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Ordinary Shares (on Participant's behalf pursuant to this authorization) and Participant expressly authorizes the Company's designated broker to complete the sale of such Ordinary Shares. Participant acknowledges that the Company's designated broker is under no obligation to arrange for the sale of the Shares at any particular price. Upon the sale of the Ordinary Shares, the Company agrees to pay Participant the cash proceeds from the sale of the Ordinary Shares, less any brokerage fees or commissions and subject to any or all Tax Obligations related to Participant's participation in the Plan and legally applicable to Participant. Participant acknowledges that Participant is not aware of any material nonpublic information with respect to the Company or any securities of the Company as of the date of this Agreement.

Exchange Control Requirements.

Participant understands and agrees that, pursuant to local exchange control requirements, Participant will be required to repatriate the cash proceeds from the sale of the Ordinary Shares issued upon the settlement of the RSUs to China. Participant further understands that, under Applicable Laws, such repatriation of Participant's cash proceeds may need to be effectuated through a special exchange control account established by the Company or Participant's employer, and Participant hereby consents and agrees that

any proceeds from the sale of any Ordinary Shares Participant acquires may be transferred to such special account prior to being delivered to Participant. Participant also understands that the Company will deliver the proceeds to Participant as soon as possible, but there may be delays in distributing the funds to Participant due to exchange control requirements in China. Proceeds may be paid to Participant in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid to Participant in U.S. dollars, Participant will be required to set up a U.S. dollar bank account in China so that the proceeds may be deposited into this account. If the proceeds are paid to Participant in local currency, the Company is under no obligation to secure any particular exchange conversion rate and the Company may face delays in converting the proceeds to local currency due to exchange control restrictions. Participant further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

Data Privacy. By acceptance of this RSU, Participant acknowledges and consents to the collection, use, processing and transfer of personal data as described below. The Company, the Participant's employer and the Company's other Subsidiaries (all together, the "**Avago Entities**") hold certain personal information, including the Participant's name, home address and telephone number, date of birth, social security number or other employee tax identification number, employment history and status, salary, nationality, job title, and any equity compensation grants or Ordinary Shares awarded, cancelled, purchased, vested, unvested or outstanding in the Participant's favor, for the purpose of managing and administering the Plan ("**Data**"). The Avago Entities will transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. The Avago Entities may also make the Data available to public authorities where required under locally applicable law. These recipients may be located in the United States, the European Economic Area, China or elsewhere, which Participant separately and expressly consents to, accepting that outside China, data protection laws may not be as protective as within. The Participant hereby authorizes the Avago Entities and all such third parties to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan on behalf of the Participant to a third party with whom the Participant may have elected to have payment made pursuant to the Plan. Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consent herein in writing by contacting the Company through its local H.R. Director; however, withdrawing the consent may affect Participant's ability to participate in the Plan and receive the benefits intended by this RSU. Data will only be held as long as necessary to implement, administer and manage the Participant's participation in the Plan and any subsequent claims or rights.

FRANCE

Sub-Plan.

The award of RSUs shall be deemed granted under and subject to the terms of the LSI Corporation 2003 Equity Incentive Plan French Sub-Plan (the "**French Sub-Plan**").

The following provision replaces Section 2.6(a) of the Agreement in its entirety:

- (a)(i) Ordinary Shares cannot be delivered upon vesting of RSUs prior to the second anniversary of the Date of Grant ("**Delivery Date**"), subject to the Participant remaining employed with the French Affiliated Company (as defined in the French Sub-Plan) or the Company on the Delivery Date. Ordinary Shares acquired upon vesting of Awards **cannot** be transferred prior to the second anniversary of the Delivery Date (hereafter the "**Holding Period**"). In the event that the Participant does not comply with the requirement set forth in this Section 2.6(a)(i) and in Section 2.6(a)(ii), the Participant shall be liable for all consequences to the Company or to the applicable

employing French Affiliated Company resulting from such breach and must indemnify the Company and the employing French Affiliated Company in respect of all amounts payable by the Company or such French Affiliated Company in connection with such breach. More generally, the Participant agrees to indemnify and keep indemnified the Company or the Participant's employer, as the case may be, from and against any liability for and obligation to pay any tax and social charges incurred by the Company or the Participant's employer, as the case may be.

- (ii) At the expiration of the Holding Period, if the Ordinary Shares are listed on any established stock exchange or a national market system, Ordinary Shares cannot be sold (i) during the ten (10) trading sessions preceding and following the date on which the consolidated accounts or annual accounts of the Company are first released to the public, and (ii) during a period (x) starting from the date on which the Board or any committee thereof become aware of any information which, if released to the public, could significantly affect the Company's market price and (y) ending at the close of the tenth (10th) trading session following the publication of the information.

Terms and Conditions

Eligible Employee. Pursuant to the French Sub-Plan, RSUs may only be granted to the Participant if the Participant is employed by a French Affiliated Company under the terms of a written or oral employment agreement, and does not own, on the Date of Grant, Ordinary Shares representing more than 10% of the issued equity securities of the Company.

Data Privacy.

By acceptance of this award of RSUs, the Participant acknowledges and consents to the collection, use, processing and transfer of personal data as described below. The Company, 1 Yishun Avenue 7, Singapore 768923; Avago Technologies France SAS, 8 Avenue Hoche, 75008 Paris, France; and Avago Technologies U.S. Inc. and the Company's other Subsidiaries, c/o 350 W. Trimble Road, San Jose CA 95131, USA (all together, the "**Avago Entities**"), hold certain personal information, including the Participant's name, home address and telephone number, date of birth, social security number or other employee tax identification number, employment history and status, salary, nationality, job title, and any equity compensation grants or Ordinary Shares awarded, cancelled, purchased, vested, unvested or outstanding in the Participant's favor, for the purpose of managing and administering the Plan ("**Data**"). The Avago Entities will transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. The Avago Entities may also make the Data available to public authorities where required under locally applicable law. These recipients may be located in the United States, the European Economic Area, or elsewhere, which the Participant separately and expressly consents to, accepting that outside the European Economic Area, data protection laws may not be as protective as within. The third parties currently assisting the Company in the implementation, administration and management of the Plan are the following: Morgan Stanley Smith Barney LLC, 787 Seventh Avenue, New York, New York 10019, USA and 2775 Sand Hill Road, Ste 120, Menlo Park CA 94025, USA; Workday, Inc., 6230 Stoneridge Mall Road, Pleasanton, CA 94588, USA; Taleo Corporation, 4140 Dublin Boulevard, Suite 400, Dublin, CA 94568, USA; Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA; Computershare Inc. and Computershare Trust Company, N.A., 250 Royall Street, Canton, MA 02021, USA; Tricor WP Corporate Services Pte. Ltd., 80 Robinson Road #02-00, Singapore 068898; and People Associates SC and Exerasme SAS, 43 Rue Taitbout, Paris 75009, France. However, from time to time and without notice, the Company may retain additional or different third parties for any of the purposes mentioned. The Participant hereby authorizes the Avago Entities and all such third parties to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing participation in

the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan on behalf of the Participant to a third party with whom the Participant may have elected to have payment made pursuant to the Plan. The Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consent herein in writing by contacting the Company through its local H.R. Director; however, withdrawing the consent may affect the Participant's ability to participate in the Plan and receive the benefits intended by this award of RSUs. Data will only be held as long as necessary to implement, administer and manage the Participant's participation in the Plan and any subsequent claims or rights.

French Language Provision. By accepting this award of RSUs, Participant confirms having read and understood the documents relating to the Plan which were provided to Participant in the English language. Participant accepts the terms of those documents accordingly.

French translation: *En acceptant ce Contrat vous confirmez ainsi avoir lu et compris les documents relatifs au Plan qui vous ont été communiqués en langue anglaise. Vous en acceptez les termes en connaissance de cause.*

GERMANY

No Legal claim for RSU Grants: Participant acknowledges and agrees that the RSUs pursuant to the Plan and this Agreement is a voluntary one-time benefit, and that Participant does not have a legal claim for future RSU grants or comparable grants.

Tax Indemnity.

The Participant agrees to indemnify and keep indemnified the Company, any Subsidiary and his/her employing company, if different, from and against any liability for or obligation to pay any Tax Obligation (including but not limited to wage tax, solidarity surcharge, church tax or social security contributions) that is attributable to (1) the grant or settlement of, or any benefit derived by the Participant from, the RSUs, (2) the acquisition by the Participant of the Ordinary Shares on settlement of the RSUs, or (3) the disposal of any Ordinary Shares.

Consent to Personal Data Processing and Transfer. By acceptance of this award of RSUs, Participant acknowledges and consents to the collection, use, processing and transfer of personal data as described below. The Company, 1 Yishun Avenue 7, Singapore 768923; Avago Technologies GmbH, Herrenberger Strasse 130, 71034 Boeblingen, Germany; Avago Technologies Fiber GmbH, Wernerwerkstrasse 2, 93049 Regensburg, Germany; and Avago Technologies U.S. Inc. and the Company's other Subsidiaries, c/o 350 W. Trimble Road, San Jose CA 95131, USA (all together, the "*Avago Entities*"), hold certain personal information, including the Participant's name, home address and telephone number, date of birth, social security number or other employee tax identification number, employment history and status, salary, nationality, job title, and any equity compensation grants or Ordinary Shares awarded, cancelled, purchased, vested, unvested or outstanding in the Participant's favor, for the purpose of managing and administering the Plan ("*Data*"). The Avago Entities will transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. The Avago Entities may also make the Data available to public authorities where required under locally applicable law. These recipients may be located in the United States, the European Economic Area, or elsewhere, which the Participant separately and expressly consents to, accepting that outside the European Economic Area, data protection laws may not be as protective as within. The third parties currently assisting the Company in the implementation, administration and management of the Plan are the following:

Morgan Stanley Smith Barney LLC, 787 Seventh Avenue, New York, New York 10019, USA and 2775 Sand Hill Road, Ste 120, Menlo Park CA 94025, USA; Workday, Inc., 6230 Stoneridge Mall Road, Pleasanton, CA 94588, USA; Taleo Corporation, 4140 Dublin Boulevard, Suite 400, Dublin, CA 94568, USA; Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA; Computershare Inc. and Computershare Trust Company, N.A., 250 Royall, Street Canton, MA 02021, USA; Tricor WP Corporate Services Pte. Ltd., 80 Robinson Road #02-00, Singapore 068898; and ADP Employer Services GmbH, Frankfurter Strasse 227, 63263 Neu Isenberg, Germany. However, from time to time and without notice, the Avago Entities may retain additional or different third parties for any of the purposes mentioned. The Participant hereby authorizes the Avago Entities and all such third parties to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan on behalf of the Participant to a third party with whom the Participant may have elected to have payment made pursuant to the Plan. The Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consent herein in writing by contacting the Company through its local H.R. Director; however, withdrawing the consent may affect the Participant's ability to participate in the Plan and receive the benefits intended by this award of RSUs. Data will only be held as long as necessary to implement, administer and manage the Participant's participation in the Plan and any subsequent claims or rights.

Acknowledgment of Nature of Plan and RSUs. In accepting this Agreement, Participant acknowledges that:

- (a) for labor law purposes, RSUs and Ordinary Shares issued upon vesting thereof are an extraordinary item that do not constitute wages of any kind for services of any kind rendered to the Company or to Participant's employer, and the grant of RSUs is outside the scope of Participant's employment contract, if any;
- (b) for labor law purposes, the grant of RSUs and the Ordinary Shares issued upon vesting thereof are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the employer, its parent, or any Subsidiary or Affiliate of the Company;
- (c) RSUs and the Ordinary Shares issued upon vesting thereof are not intended to replace any pension rights or compensation;
- (d) neither the grant of RSUs nor any provision of this Agreement, the Plan or the policies adopted pursuant to the Plan confer upon Participant any right with respect to employment or continuation of current employment and shall not be interpreted to form an employment contract or relationship with the Company or any Subsidiary or Affiliate;
- (e) the future value of the underlying Ordinary Shares is unknown and cannot be predicted with certainty;
- (f) in consideration of the grant of RSUs hereunder, no claim or entitlement to compensation or damages arises from termination of RSUs, and no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from termination of Participant's employment by the Company or an Affiliate (for any reason whatsoever and whether or not in breach of local labor laws) and Participant irrevocably releases the Company and Participant's employer from any such claim that may

arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, Participant shall be deemed irrevocably to have waived Participant's entitlement to pursue such claim; and

(g) in the event of termination of Participant's employment (whether or not in breach of local labor laws), Participant's rights to vest in the RSUs under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under applicable local laws (*e.g.*, active employment would not include a period of "garden leave" or similar period pursuant to applicable local laws); the Committee shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of Participant's RSUs.

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. If Participant uses a German bank to transfer a cross-border payment in excess of €12,500 in connection with the sale of Ordinary Shares acquired under the Plan, the bank will make the report for Participant. In addition, Participant must report any receivables, payables, or debts in foreign currency exceeding an amount of €5,000,000 on a monthly basis. Finally, Participant must report on an annual basis if Participant holds Ordinary Shares that exceed 10% of the total voting capital of the Company.

ITALY

Method of Payment. The following provision supplements Section 2.6 of the Agreement:

Due to local regulatory requirements, Participant understands that Participant will be restricted to the cashless sell-all method of settlement of RSUs. To complete a cashless sell-all settlement, Participant understands that the Plan broker shall be instructed to: (i) sell all of the Ordinary Shares issued upon the vesting of RSUs; (ii) use the proceeds to pay the brokerage fees and any Tax Obligations; and (iii) remit the balance in cash to Participant. Participant will not be permitted to hold Ordinary Shares after settlement of the RSUs. Depending upon the development of laws and Participant's status as a national of a country other than Italy, the Company reserves the right to modify the methods of settling the RSUs and in its sole discretion, to permit cash settlements, cashless sell-to-cover exercises or any other method of exercise and payment of any Tax Obligations permitted under the Plan.

Authorization to Release and Transfer Necessary Personal Information. **Participant understands that the Company, the Participant's employer and the Company's other Subsidiaries (all together, the "Avago Entities") may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social security number (or any other social or national identification number), salary, nationality, job title, number of Ordinary Shares held and the details of all RSUs or any other entitlement to Ordinary Shares awarded, cancelled, exercised, vested, unvested or outstanding (the "Data") for the purpose of implementing, administering and managing Participant's participation in the Plan. Participant is aware that providing the Company with Participant's Data is necessary for the performance of this Agreement and that Participant's refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect Participant's ability to participate in the Plan. Participant understands that the Data may be transferred to, or among, the Avago Entities, affiliates of the Company, or to any third parties assisting in the implementation, administration and management of the Plan, including any transfer required to a broker or other third party with whom Ordinary Shares acquired pursuant to the vesting of the RSUs or cash from the sale of such Ordinary Shares may be deposited. Furthermore, the recipients that may receive, possess, use, retain and transfer such Data for the above mentioned purposes may be located in Italy or elsewhere, including outside of the European Union and that the recipients'**

country (e.g., the United States) may have different data privacy laws and protections than Participant's country. The processing activity, including the transfer of Participant's personal data abroad, outside of the European Union, as herein specified and pursuant to applicable laws and regulations, does not require Participant's consent thereto as the processing is necessary for the performance of contractual obligations related to the implementation, administration and management of the Plan. Participant understands that Data processing relating to the purposes above specified shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data are collected and with confidentiality and security provisions as set forth by applicable laws and regulations, with specific reference to D.lgs. 196/2003.

Participant understands that Data will be held only as long as is required by law or as necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that pursuant to art.7 of D.lgs 196/2003, Participant has the right, including but not limited to, access, delete, update, request the rectification of Participant's Data and cease the Data processing and to object, in whole or in part, on legitimate grounds, to the processing of Participant's Data, even though they are relevant to the purpose of collection. Furthermore, Participant is aware that Participant's Data will not be used for direct marketing purposes. In addition, the Data provided can be reviewed and questions or complaints can be addressed by contacting a local HR representative.

Plan Document Acknowledgment. In accepting the RSUs, Participant acknowledges that Participant has received a copy of the Plan and the Agreement and has reviewed the Plan and the Agreement, including this Appendix, in their entirety and fully understands and accepts all provisions of the Plan and the Agreement, including this Appendix. Participant further acknowledges that Participant has read and specifically and expressly approves the following paragraphs of the Agreement: Vesting Schedule, Payment After Vesting, Authorization to Release and Transfer Necessary Personal Information, and Acknowledgment of Nature of Plan and RSUs. Furthermore, Participant, having read and understood the information given on the processing of the Data and being acquainted of the rights set forth in art. 7 of D.lgs. 196/2003, expressly and specifically consents according to art. 23 of D.lgs. 196/2003, the processing of any Participant's Data as reported in the Plan and the Agreement, including the clause Transfer Necessary Personal Information and further expressly and specifically consents, according to art. 43 and art. 44 of D.lgs. 196/2003 to the transfer of the Data, even sensitive data, in foreign Countries outside the European Union.

Acknowledgment of Nature of Plan and RSUs. In accepting this Agreement, Participant acknowledges that:

(a) for labor law purposes, RSUs and Ordinary Shares issued upon vesting thereof are an extraordinary item that do not constitute wages of any kind for services of any kind rendered to the Company or to Participant's employer, and the grant of RSUs is outside the scope of Participant's employment contract, if any;

(b) for labor law purposes, the grant of RSUs and the Ordinary Shares issued upon vesting thereof are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the employer, its parent, or any Subsidiary or Affiliate of the Company;

(c) RSUs and the Ordinary Shares issued upon vesting thereof are not intended to replace any pension rights or compensation;

(d) neither the grant of RSUs nor any provision of this Agreement, the Plan or the policies adopted pursuant to the Plan confer upon Participant any right with respect to employment or continuation of current employment and shall not be interpreted to form an employment contract or relationship with the Company or any Subsidiary or Affiliate;

(e) the future value of the underlying Ordinary Shares is unknown and cannot be predicted with certainty;

(f) in consideration of the grant of RSUs hereunder, no claim or entitlement to compensation or damages arises from termination of RSUs, and no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from termination of Participant's employment by the Company or an Affiliate (for any reason whatsoever) and Participant irrevocably releases the Company and Participant's employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, Participant shall be deemed irrevocably to have waived Participant's entitlement to pursue such claim; and

(g) in the event of termination of Participant's employment (for any reason whatsoever), Participant's rights to vest in the RSUs under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under applicable local laws (*e.g.*, active employment would not include a period of "garden leave" or similar period pursuant to applicable local laws); the Committee shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of Participant's RSUs.

Exchange Control Information. Participant is required to report in Participant's annual tax return: (a) any transfers of cash or Ordinary Shares to or from Italy exceeding €10,000 or the equivalent amount in U.S. dollars; and (b) any foreign investments or investments (including proceeds from the sale of Ordinary Shares acquired under the Plan) held outside of Italy exceeding €10,000 or the equivalent amount in U.S. dollars, if the investment may give rise to income in Italy. Participant is exempt from the formalities in (a) if the investments are made through an authorized broker resident in Italy, as the broker will comply with the reporting obligation on Participant's behalf.

JAPAN

Data Privacy. By acceptance of this Award, the Participant acknowledges and consents to the collection, use, processing and transfer of personal data as described below. The Company, Avago Technologies Japan, Ltd., Nemicon Corporation, Avago Technologies U.S. Inc. and the Company's other Subsidiaries (all together, the "**Avago Entities**") hold personal information for the purpose of managing and administering the Plan ("**Data**"), including the following: the Participant's name, home address and telephone number, date of birth, social security number or other employee tax identification number, salary, nationality, job title, and any equity compensation grants or Ordinary Shares awarded, cancelled, purchased, vested, unvested or outstanding in the Participant's favor. From time to time, the Company may change the scope of its affiliates that hold, use or process Participant's personal information or the scope of Participant's personal information to be held, used or processed by the Company, its affiliates and the Participant's employer, by providing, or made easily accessible, information about such change to the Participant. The Avago Entities will transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. The Avago Entities may also make the Data available to public authorities where required under locally applicable law. These recipients may be located in the United States, the European Economic Area, Japan or elsewhere. The third parties

currently assisting the Company in the implementation, administration and management of the Plan are the following: Morgan Stanley Smith Barney LLC, Symphony BPO Japan Limited, Symphony HRS Sdn Bhd., Workday, Inc., Taleo Corporation, Google Inc., Computershare Inc., Computershare Trust Company, N.A., and Tricor WP Corporate Services Pte. Ltd. However, from time to time and without notice, the Avago Entities may retain additional or different third parties for any of the purposes mentioned. The Participant hereby authorizes the Avago Entities and all such third parties to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan on behalf of the Participant to a third party with whom the Participant may have elected to have payment made pursuant to the Plan. The Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consent herein in writing by contacting the Company; however, withdrawing the consent may affect the Participant's ability to participate in the Plan and receive the benefits intended by this award of RSUs.

MALAYSIA

Malaysian Insider Trading Notification. Participant should be aware of the Malaysian insider-trading rules, which may impact Participant's acquisition or disposal of Ordinary Shares or rights to Ordinary Shares under the Plan. Under the Malaysian insider-trading rules, Participant is prohibited from acquiring or selling Ordinary Shares or rights to Ordinary Shares (e.g., an Award under the Plan) when Participant is in possession of information which is not generally available and which Participant know or should know will have a material effect on the price of Ordinary Shares once such information is generally available.

Director Notification Obligation. If Participant is a director of a Malaysian Subsidiary or Affiliate of the Company, Participant is subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the relevant Malaysian Subsidiary or Affiliate in writing when Participant receives or disposes of an interest (e.g., an Award under the Plan or Ordinary Shares) in the Company or any related company. Such notifications must be made within 14 days of receiving or disposing of any interest in the Company or any related company.

MEXICO

The following provision is inserted immediately after the first paragraph of the Agreement:

The foregoing grant of the RSUs by the Company to Participant is the consequence of the current employment relationship between Participant and the Company or one of its Subsidiaries.

The following provision supplements and is inserted as an additional sentence to the end Section 3.12 of the Agreement:

PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THE GRANT OF THE RSUS DOES NOT FORM PART OF PARTICIPANT'S ENTITLEMENT TO REMUNERATION OR BENEFITS IN TERMS OF HIS OR HER EMPLOYMENT OR CONSULTANCY WITH THE COMPANY OR PARTICIPANT'S EMPLOYER.

The following paragraphs shall be inserted immediately after the last paragraph of the Agreement:

Acknowledgment of Nature of Plan and RSUs. In accepting this Agreement, Participant acknowledges that:

- (a) the award of the RSUs (and the Ordinary Shares issuable under the RSUs) the Company is making under the Plan is unilateral and discretionary and, therefore, the Company reserves the absolute right to amend and/or discontinue Participant's participation in the Plan at any time without any liability to Participant;
- (b) Participant's participation in the Plan shall not create a right to further employment with Company or its relevant Subsidiaries and shall not interfere with the ability of Company or its relevant Subsidiaries to terminate Participant's employment relationship at any time;
- (c) the award of the RSUs (and the Ordinary Shares issuable under the RSUs) to a Participant hired by a Subsidiary of the Company, does not constitute or imply an employment relationship between Participant and the Company;
- (d) for labor law purposes, the RSUs (and the Ordinary Shares issuable under the RSUs) are an extraordinary item that does not constitute wages of any kind for services of any kind rendered to the Company or to Participant's employer (the "**Employer**"), the Company is solely responsible for the administration of the Plan and Participant's participation in the Plan and acquisition of Ordinary Shares does not constitute an employment relationship between Participant and the Company since Participant is participating in the Plan on a wholly commercial basis and Participant's sole employer is the Employer, and the award of the RSUs is outside the scope of Participant's employment contract, if any;
- (e) for labor law purposes, the RSUs (and the Ordinary Shares issuable under the RSUs) are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the Employer, its parent, or any Subsidiary or Affiliate of the Company;
- (f) the RSUs (and the Ordinary Shares issuable under the RSUs) are not intended to replace any pension rights or compensation;
- (g) the Company is solely responsible for the administration of the Plan and all decisions with respect to future RSUs or other equity award grants, if any, will be at the sole discretion of the Company;
- (h) Participant is voluntarily participating in the Plan;
- (i) neither the RSUs nor any provision of the Agreement, the Plan or the policies adopted pursuant to the Plan confer upon Participant any right with respect to employment or continuation of current employment and shall not be interpreted to form an employment contract or relationship with the Company or any Subsidiary or Affiliate;
- (j) the Plan and the benefits that Participant may derive from participation in the Plan do not establish any rights between Participant and the Company or the Employer, other than those provided in the Plan and this Agreement, and do not form part of the employment conditions, even if RSUs have been granted repeatedly in the past;
- (k) any modification of the Plan or the Agreement or its termination shall not constitute a change or impairment of the terms and conditions of employment;

(l) if Participant acquires Ordinary Shares upon vesting of the RSUs, the value of the Ordinary Shares acquired upon vesting may increase or decrease in value and the future value cannot be predicted with certainty;

(m) Participant has received copies of the Plan, has reviewed the Plan and the Agreement in their entirety and fully understand and accept all provisions of the Plan and the Agreement;

(n) in consideration of the award of the RSUs hereunder, no claim or entitlement to compensation or damages arises from termination of the RSUs, and no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from a Termination of Service by the Company, the Employer, any Subsidiary or an Affiliate of the Company (for any reason whatsoever and whether or not in breach of local labor laws) and Participant irrevocably releases the Company and the Employer and their respective affiliates, shareholders, officers, agents or legal representatives from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, Participant shall be deemed irrevocably to have waived Participant's entitlement to pursue such claim;

(o) in the event of a Termination of Service (whether or not in breach of local labor laws), Participant's rights to vest in the RSUs under the Plan, if any, will terminate effective as of the date that Participant is no longer actively providing services the Company or its Subsidiaries and will not be extended by any notice period mandated under applicable local laws (e.g., active employment would not include a period of "garden leave" or similar period pursuant to applicable local laws); the Committee shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of Participant's RSUs; and

(p) the RSUs and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability.

By signing this Agreement, Participant further acknowledges that Participant has read and specifically and expressly approves the terms and conditions described in the paragraph immediately above, in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) the Company and any parent, Subsidiary or Affiliate are not responsible for any decrease in the value of the Ordinary Shares underlying the RSUs.

Data Privacy. By acceptance of these RSUs, Participant acknowledges and consents to the collection, use, processing and transfer of personal data as described below. The Company, the Participant's Employer and the Company's other Subsidiaries (all together, the "**Avago Entities**") hold certain personal information, including the Participant's name, home address and telephone number, date of birth, social security number or other employee tax identification number, employment history and status, salary, nationality, job title, and any equity compensation grants or Ordinary Shares awarded, cancelled, purchased, vested, unvested or outstanding in the Participant's favor, for the purpose of managing and administering the Plan ("**Data**"). The Avago Entities will transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. The Avago Entities may also make the Data available to public authorities where required under locally applicable law. These recipients may be located in the United States, the European Economic Area, Asia, Mexico or elsewhere, which Participant separately and expressly consents to, accepting that outside Mexico, data protection laws may not be as protective as within. The Participant hereby authorizes the Avago Entities and all such third parties to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing participation in the Plan, including any requisite

transfer of such Data as may be required for the administration of the Plan on behalf of the Participant to a third party with whom the Participant may have elected to have payment made pursuant to the Plan. Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consent herein in writing by contacting the Company through its local H.R. Director; however, withdrawing the consent may affect Participant's ability to participate in the Plan and receive the benefits intended by this RSU. Data will only be held as long as necessary to implement, administer and manage the Participant's participation in the Plan and any subsequent claims or rights.

Withholding Obligations. The Company or the Employer shall be entitled, if necessary or otherwise approved by the Company or the Employer to comply with any tax law, to withhold from any amounts due and payable by the Company or the Employer to Participant the amount of any withholding or other tax due with respect to any Ordinary Shares issued and released upon the vesting of the RSUs. Regardless of any action the Company or the Employer takes with respect to any or all Tax Obligations, Participant acknowledges that the ultimate liability for all Tax Obligations is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant acknowledges and agrees that if no withholding is made by the Company or the Employer, Participant will comply with his or her Tax Obligations in accordance with the laws of the relevant jurisdiction and will provide evidence of such compliance to the Company or the Employer upon request. Participant further acknowledges that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the RSUs, including, but not limited to, the grant, vesting or settlement of the RSUs, the issuance of Ordinary Shares upon settlement of the RSUs, the subsequent sale of Ordinary Shares acquired pursuant to such settlement and the receipt of any dividends on such Ordinary Shares; and (2) do not commit to and are under no obligation to structure the terms of the RSUs or any aspect of the RSUs to reduce or eliminate Participant's liability for Tax Obligations or achieve any particular tax result. Further, if Participant has become subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax Obligations in more than one jurisdiction.

SINGAPORE

Securities Law Information. The award of the RSUs is being made in reliance of section 273(1)(f) of the Securities and Futures Act (Cap. 289) ("SFA") for which it is exempt from the prospectus and registration requirements under the SFA.

Director Notification Obligation. If Participant is a director, associate director or shadow director of a Singapore Subsidiary or affiliate of the Company, Participant is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Company's relevant Singapore Subsidiary or Affiliate in writing when Participant receives an interest (e.g., an Award or Ordinary Shares) in the Company or any parent, Subsidiary or Affiliate. In addition, Participant must notify the Company's Singapore Subsidiary or Affiliate when Participant sells Ordinary Shares or shares of any relevant parent, Subsidiary or Affiliate (including when Participant sells Ordinary Shares issued upon vesting and settlement of the RSUs). These notifications must be made within two days of acquiring or disposing of any interest in the Company or any parent, Subsidiary or Affiliate. In addition, a notification of Participant's interests in the Company or any parent, Subsidiary or Affiliate must be made within two days of becoming a director.

SOUTH KOREA

Exchange Control Information. To remit funds out of Korea to settle the RSUs by a cash-settlement method, Participant must obtain a confirmation of the remittance by a foreign exchange bank in Korea.

This is an automatic procedure, (*i.e.*, the bank does not need to approve the remittance and the process should not take more than a single day). Participant likely will need to present the bank processing the transaction supporting documentation evidencing the nature of the remittance.

If the Participant realizes US \$500,000 or more from the sale of Ordinary Shares, Korean exchange control laws require the Participant to repatriate the proceeds to Korea within 18 months of the sale.

TAIWAN

The Participant should be aware that the tax consequences in connection with the grant of the RSUs, the vesting of the RSUs and the disposition of the resulting Ordinary Shares vary from country to country and are subject to change from time to time and understand that Participant may suffer adverse tax consequences as a result of the grant of the RSUs and the Participant's disposition of the Ordinary Shares. THE EMPLOYEE SHOULD CONSULT A TAX ATTORNEY OR ADVISOR. THE EMPLOYEE REPRESENTS THAT THE EMPLOYEE IS NOT RELYING ON THE COMPANY AND/OR ITS AFFILIATES FOR ANY TAX ADVICE.

The Participant fully understands that the offer of the RSUs has not been and will not be registered with or approved by the Financial Supervisory Commission of the Republic of China pursuant to relevant securities laws and regulations and the RSUs may not be offered or sold within the Republic of China through a public offering or in circumstances which constitute an offer within the meaning of the Securities and Exchange Law of the Republic of China that requires a registration or approval of the Financial Supervisory Commission of the Republic of China.

The Participant acknowledges and agrees that he or she may be required to do certain acts and/or execute certain documents in connection with the grant of the RSUs, the vesting of the RSUs and the disposition of the resulting Ordinary Shares, including but not limited to obtaining foreign exchange approval for remittance of funds and other governmental approvals within the Republic of China. The Participant shall pay his/her own costs and expenses with respect to any event concerning a holder of the RSUs, or Ordinary Shares received upon the vesting thereof, arising as a result of the Plan.

By accepting the grant of the RSUs, the Participant acknowledges and agrees that: (i) the value of the RSUs is outside the scope of the Participant's employment contract, if any; (ii) the value of the RSUs is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; and (iii) the Company does not guarantee any future value of the underlying Ordinary Shares.

The Participant acknowledges that any agreement in connection with the RSUs is between the Participant and the Company, and that the Participant's local employer is not a party to such agreements.

Exchange Control Information. Participant that is Taiwan resident (those who are over 20 years of age and holding a Republic of China citizen's ID Card, Taiwan Resident Certificate or an Alien Resident Certificate that is valid for a period no less than one year) may acquire and remit foreign currency (including proceeds from the sale of Ordinary Shares) into and out of Taiwan up to US\$5,000,000 per year. If the transaction amount is TWD\$500,000 or more in a single transaction, Participant must submit a foreign exchange transaction form and also provide supporting documentation to the satisfaction of the remitting bank.

If the transaction amount is US\$500,000 or more, Participant may be required to provide additional supporting documentation (including the contracts for such transaction, approval letter, etc.) to the satisfaction of the remitting bank. Participant acknowledges that the Participant is advised to consult the Participant's personal advisor to ensure compliance with applicable exchange control laws in Taiwan.

Data Privacy. By acceptance of this award of RSUs, Participant acknowledges and consents to the collection, use, processing and transfer of personal data as described below. The Company, the Participant's employer and the Company's other Subsidiaries (all together, the "***Avago Entities***") hold certain personal information, including Participant's name, home address and telephone number, date of birth, social security number or other employee tax identification number, employment history and status, salary, nationality, job title, and any equity compensation grants or Ordinary Shares awarded, cancelled, purchased, vested, unvested or outstanding in Participant's favor, for the purpose of managing and administering the Plan ("***Data***"). The Avago Entities will transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. The Avago Entities may also make the Data available to public authorities where required under locally applicable law. These recipients may be located in the United States, the European Economic Area, Republic of China or elsewhere, which Participant separately and expressly consents to, accepting that outside Republic of China, data protection laws may not be as protective as within. Participant hereby authorizes the Avago Entities and all such third parties to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan on behalf of Participant to a third party with whom Participant may have elected to have payment made pursuant to the Plan. Participant may, at any time, review Data, request a copy of it, require any necessary amendments to it, request deletion, or withdraw the consent herein in writing by contacting the Company through its local H.R. Director; however, withdrawing the consent may affect Participant's ability to participate in the Plan and receive the benefits intended by this award of RSUs. Data will only be held as long as necessary to implement, administer and manage Participant's participation in the Plan and any subsequent claims or rights.

UNITED KINGDOM

Definitions

The definition of "Termination of Service" in the Plan shall be replaced in its entirety by the following definition:

"***Termination of Services***" shall mean Participant's Termination of Employment.

The following definition of "Termination of Employment" shall be added:

"***Termination of Employment***" shall mean the time when the employee-employer relationship between Participant and the Company or any Subsidiary is terminated for any reason, with or without cause, including, but not by way of limitation, a termination by resignation, discharge, death, disability or retirement; but excluding terminations where there is a simultaneous reemployment or continuing employment of Participant by the Company or any Subsidiary. The Committee, in its absolute discretion, shall determine the effect of all matters and questions relating to Termination of Employment, including, but not by way of limitation, the question of whether a particular leave of absence constitutes a Termination of Employment.

Participants

The Agreement as amended pursuant to this Exhibit A forms the rules of the employee share scheme applicable to the United Kingdom based Participants of the Company and any Subsidiaries. Only

employees of the Company or any Subsidiary of the Company are eligible to be granted RSUs or be issued Ordinary Shares under the Agreement. Other service providers (including consultants or Nonemployee Directors) who are not employees are not eligible to receive RSUs under the Agreement in the United Kingdom. Accordingly, all references in the Agreement to the Participant's service or termination of service shall be interpreted as references to the Participant's employment or Termination of Employment.

The following provision replaces Section 3.12 of the Agreement in its entirety:

3.12 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon the Participant any right to continue to serve as an employee of the Company or any of its Subsidiaries and the grant of an RSU does not form part of the Participant's entitlement to remuneration or benefits in terms of his employment with the Company or any Subsidiary.

Terms and Conditions

Special Tax Consequences. In relation to UK based Participants only:

(a) the Participant agrees to indemnify and keep indemnified the Company, any Subsidiary and his/her employing company, if different, from and against any liability for or obligation to pay any Tax Obligation (including, without limitation, any liability for income tax, withholding tax and any other employment related taxes, employee's national insurance contributions or employer's national insurance contributions or equivalent social security contributions in any jurisdiction) that is attributable to (1) the grant or settlement of, or any benefit derived by the Participant from, the RSUs, (2) the acquisition by the Participant of the Ordinary Shares on the settlement of the RSUs, or (3) the disposal of any Ordinary Shares.

(b) the RSUs cannot be settled until the Participant has made such arrangements as the Company may require for the satisfaction of any Tax Obligation that may arise in connection with the vesting and settlement of the RSUs and/or the acquisition of the Ordinary Shares by the Participant. The Company shall not be required to issue, allot or transfer Ordinary Shares until the Employee has satisfied this obligation.

(c) at the discretion of the Company, the RSUs cannot be settled until the Participant has entered into an election with the Company (or his/her employer) (as appropriate) in a form approved by the Company and Her Majesty's Revenue & Customs (a "**Joint Election**") under which any liability of the Company and/or the employer for employer's national insurance contributions arising in respect of the granting, vesting, settlement of or other dealing in the RSUs, or the acquisition of Ordinary Shares on the settlement of the RSUs, is transferred to and met by the Participant.

Tax and National Insurance Contributions Acknowledgment. Participant agrees that if Participant does not pay or Participant's employer (the "**Employer**") or the Company does not withhold from Participant the full amount of all taxes applicable to the taxable income of Participant resulting from the grant of the RSUs, the vesting of the RSUs, or the issuance of Ordinary Shares (the "**Tax-Related Items**") that Participant owes due to the vesting of the RSUs, or the release or assignment of the RSUs for consideration, or the receipt of any other benefit in connection with the RSUs (the "**Taxable Event**") within 90 days after the Taxable Event, or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003, then the amount that should have been withheld shall constitute a loan owed by Participant to the Employer, effective 90 days after the Taxable Event. Participant agrees that the loan will bear interest at the HMRC's official rate and will be immediately due and repayable by Participant, and the Company and/or the Employer may recover it at any time thereafter

by withholding the funds from salary, bonus or any other funds due to Participant by the Employer, by withholding in Shares issued upon vesting and settlement of the RSUs or from the cash proceeds from the sale of Ordinary Shares or by demanding cash or a cheque from Participant. Participant also authorizes the Company to delay the issuance of any Ordinary Shares to the Participant unless and until the loan is repaid in full.

Notwithstanding the foregoing, if Participant is an officer or executive director (as within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that Participant is an officer or executive director and Tax-Related Items are not collected from or paid by Participant within 90 days of the Taxable Event, the amount of any uncollected Tax-Related Items may constitute a benefit to Participant on which additional income tax and national insurance contributions may be payable. Participant acknowledges that the Company or the Employer may recover any such additional income tax and national insurance contributions at any time thereafter by any of the means referred to in Section 2.6 of the Agreement.

References to “withholding tax” or “Tax Obligations” in Sections 2.6(b)(4) and 2.8(d) of the Agreement shall include social security contributions including national insurance contributions.

Data Privacy. By acceptance of this award of RSUs, Participant acknowledges and consents to the collection, use, processing and transfer of personal data as described below. The Company, the Participant’s employer and the Company’s other Subsidiaries (all together, the “**Avago Entities**”) hold certain personal information, including Participant’s name, home address and telephone number, date of birth, social security number or other employee tax identification number, employment history and status, salary, nationality, job title, and any equity compensation grants or Ordinary Shares awarded, cancelled, purchased, vested, unvested or outstanding in Participant’s favor, for the purpose of managing and administering the Plan (“**Data**”). The Avago Entities will transfer Data to third parties in the course of its or their business, including for the purpose of assisting the Company in the implementation, administration and management of the Plan. The Avago Entities may also make the Data available to public authorities where required under locally applicable law. These recipients may be located in the United States, the European Economic Area, or elsewhere in the world, which Participant separately and expressly consents to, accepting that outside the European Economic Area, data protection laws may not be as protective as within. Participant hereby authorizes the Avago Entities and all such third parties to receive, possess, use, retain, process and transfer the Data, in electronic or other form, in the course of the Avago Entities’ respective businesses, including for the purposes of implementing, administering and managing participation in the Plan, and including any requisite transfer of such Data as may be required for the administration of the Plan on behalf of Participant to a third party with whom Participant may have elected to have payment made pursuant to the Plan. Participant may, at any time, review Data, require any necessary amendments to it or withdraw the consent herein in writing by contacting the Company through its local H.R. Director; however, withdrawing the consent may affect Participant’s ability to participate in the Plan and receive the benefits intended by this award of RSUs. Data will only be held as long as necessary to implement, administer and manage Participant’s participation in the Plan and any subsequent claims or rights.

Acknowledgment of Nature of Plan and RSUs. In accepting this Agreement, Participant acknowledges that:

(a) for labor law purposes, RSUs and Ordinary Shares issued upon vesting thereof are an extraordinary item that do not constitute wages of any kind for services of any kind rendered to the Company or to Participant’s Employer, and the grant of RSUs is outside the scope of Participant’s employment contract;

(b) for labor law purposes, the grant of RSUs and the Ordinary Shares issued upon vesting thereof are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the employer, its parent, or any Subsidiary or Affiliate of the Company;

(c) RSUs and the Ordinary Shares issued upon vesting thereof are not intended to replace any pension rights or compensation;

(d) neither the grant of RSUs nor any provision of this Agreement, the Plan or the policies adopted pursuant to the Plan confer upon Participant any right with respect to employment or continuation of current employment and shall not be interpreted to form an employment contract or relationship with the Company or any Subsidiary or Affiliate;

(e) the future value of the underlying Ordinary Shares is unknown and cannot be predicted with certainty;

(f) in consideration of the grant of RSUs hereunder, no claim or entitlement to compensation or damages arises from termination of RSUs, and no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from termination of Participant's employment by the Company or an Affiliate (for any reason whatsoever and whether or not in breach of local labor laws) and Participant irrevocably releases the Company and Participant's employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, Participant shall be deemed irrevocably to have waived Participant's entitlement to pursue such claim; and

(g) in the event of termination of Participant's employment (whether or not in breach of local labor laws), Participant's rights to vest in the RSUs under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under applicable local laws (*e.g.*, active employment would not include a period of "garden leave" or similar period pursuant to applicable local laws); the Committee shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of Participant's RSUs.



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wongpartnership.com

ASEAN | CHINA | MIDDLE EAST

TO

FROM

CTM/20100419

The Board of Directors
 Avago Technologies Limited
 1 Yishun Avenue 7
 Singapore 768923

Fax: +65 6532 5711

Direct: +65 6416 2418

2 June 2014

Email: james.choo@wongpartnership.com

Dear Sirs

AVAGO TECHNOLOGIES LIMITED – REGISTRATION STATEMENT ON FORM S-8 IN RESPECT OF THE 7,692,903 PLAN SHARES (AS DEFINED BELOW)

A. Introduction

1. We have acted as Singapore legal advisers to Avago Technologies Limited (the “**Company**”), a company incorporated under the laws of the Republic of Singapore, in connection with the filing by the Company with the United States Securities and Exchange Commission of a registration statement on Form S-8 (the “**Registration Statement**”) under the Securities Act of 1933, as amended (the “**Securities Act**”), in respect of (i) 7,638,901 ordinary shares of the Company (the “**LSI Plan Shares**”) issuable by the Company pursuant to outstanding option awards or option awards that are available for future issuance under the LSI Corporation 2003 Equity Incentive Plan, as amended, (ii) 50,646 ordinary shares of the Company (the “**Sandforce Plan Shares**”) issuable by the Company pursuant to outstanding option awards under the Sandforce, Inc. 2007 Stock Plan and (iii) 3,356 ordinary shares of the Company (the “**Syntax Option Shares**”, together with the LSI Plan Shares and the Sandforce Plan Shares, the “**Plan Shares**”) issuable by the Company pursuant to outstanding option awards under the Syntax Systems, Inc. Option to Purchase Syntax Stock Agreement dated 13 January 1999, each as assumed and approved by the board of directors of the Company (the “**Board of Directors**”) on 2 May 2014 (collectively, the “**Plans**”), in connection with the Merger Agreement (as defined below).

B. Documents

2. In rendering the opinions set out below, we have examined:
 - 2.1 a copy of the certificate of incorporation of the Company;
 - 2.2 a copy of the Memorandum of Association and the Articles of Association of the Company, as amended as of 31 July 2009 (enclosing a copy each of the Certificate Confirming Incorporation of Company dated 4 August 2005 and the Certificate Confirming Incorporation upon Conversion) (the “**Articles of Association**”);
 - 2.3 an executed copy of the Agreement and Plan of Merger by and between the Company, LSI Corporation, Avago Technologies Wireless (U.S.A.) Manufacturing Inc. and Leopold Merger Sub, Inc dated 15 December 2013 (the “**Merger Agreement**”);
 - 2.4 a copy of the minutes and resolution in writing of the Board of Directors of the Company dated 2 May 2014 (together, the “**Board Resolution**”);
 - 2.4 a copy of the minutes and resolutions passed by the shareholders of the Company on 9 April 2014 (the “**Company Shareholders’ Resolution**” and together with the Board resolutions, the “**Resolutions**”);
 - 2.5 a copy of each of the Plans;
 - 2.6 a copy of the Registration Statement; and
 - 2.7 such other documents as we may have considered necessary or desirable to examine in order that we may render this opinion.

3. Save as expressly provided in paragraph 5 of this legal opinion, we express no opinion whatsoever with respect to any document described in paragraph 2 herein.

C. Assumptions

4. We have assumed (without enquiry and with your consent):

- 4.1 the genuineness of all signatures on all documents and the completeness, and the conformity to original documents, of all copies submitted to us;
- 4.2 each of the documents submitted to us for examination is a true, complete and up-to-date copy and has not been revoked or amended, and all representations and factual statements contained in all documents listed in paragraph 2 above are true and correct;
- 4.3 that the copies of the Resolutions submitted to us are in full force and effect and that no other resolution or other action has been taken which could affect the validity of any or all of such Resolutions;
- 4.4 there shall be the absence of fraud, bad faith, undue influence, coercion or duress on the part of the Company and its respective officers, employees, agents and advisers;
- 4.5 all acts, conditions or things required to be fulfilled, performed or effected in connection with the allotment and issue of the Plan Shares under the laws of any jurisdiction (other than the Republic of Singapore) will be duly fulfilled, performed and complied with;
- 4.6 there are no provisions of the laws of any jurisdiction (other than the laws of the Republic of Singapore) which will be contravened by the allotment and issue of the Plan Shares and that, insofar as any obligation expressed to be incurred or performed under the Plans and to the extent relevant, in connection with the allotment and issue of the Plan Shares, falls to be performed in or is otherwise subject to the laws of any jurisdiction (other than the Republic of Singapore), its performance will not be illegal by virtue of the laws of that jurisdiction;
- 4.7 all applicable consents, approvals, authorisations, licences, exemptions or orders required from any applicable governmental or other regulatory authorities and all other requirements for allotment and issue of the Plan Shares (other than any required under the laws of the Republic of Singapore) have been (and have not been withdrawn) or will be 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 (or will be) satisfied;
- 4.8 that there are no agreements, documents, arrangements or transactions to which the Company is a party to that may in any way prohibit or restrict the allotment and issue of the Plan Shares; and
- 4.9 that no foreign law is relevant to or affects the conclusions stated in this opinion, and none of the opinions expressed herein will be affected by the laws (including, without limitation, the public policy) of any jurisdiction outside the Republic of Singapore, and insofar as the laws of any jurisdiction outside the Republic of Singapore may be relevant, such laws have been or will be complied with.

D. Opinion

5. Based on the foregoing and subject to the assumptions set out in this letter and having regard to such legal considerations as we have deemed relevant and subject to any matters not disclosed to us, we are of the opinion that when the Plan Shares (a) are issued by the Company against payment of the amounts required in accordance with the rules of the relevant Plan, and (b) have been duly registered in the register of members of the Company in the name of the persons who have purchased the Plan Shares, and assuming that in each case:
- 5.1 the individual grants, purchases and issuances under the relevant Plan are duly authorised by all necessary corporate actions of the Company;
 - 5.2 such individual grants, purchases and issuances are made under the relevant Plan and the Plan Shares are duly issued in accordance with the requirements of applicable law (other than the laws of the Republic of Singapore), the rules of the relevant Plan and in compliance with section 77 of the Companies Act, Chapter 50 of Singapore (the “**Companies Act**”); and
 - 5.3 the Company having, at the time of the individual grants, purchases and issuances of the Plan Shares, obtained a mandate from shareholders of the Company to issue ordinary shares of the Company pursuant to section 161 of the Companies Act (the “**Share Issue Mandate**”) and such Share Issue Mandate not having expired in accordance with its terms or previously revoked or varied by the Company in general meeting,
- the Plan Shares will be duly authorised by the Company for issuance and subscription and will be validly issued, fully paid and non-assessable.

E. Qualifications

6. For the purposes of this legal opinion, we have assumed that the term “**non-assessable**” (a term which has no recognised meaning under Singapore law) in relation to the Plan Shares to be issued means that holders of such shares, having fully paid up all amounts due on such shares, are under no further personal liability to contribute to the assets or liabilities of the Company in their capacities purely as holders of such shares.
7. We are not responsible for investigating or verifying the accuracy or completeness of any facts or information, including statements of foreign law, or the reasonableness of any assumptions or statements of opinion or intention contained in any document described in paragraph 2. In addition, we are not responsible for investigating or verifying that no material facts have been omitted from any document described in paragraph 2.
8. We express no opinion as to the validity, binding effect or enforceability of any provision in the Plans or, where applicable, the Plan Shares by reference to a law other than that of Singapore, or as to the availability in Singapore of remedies which are available in other jurisdictions. This opinion relates only to the laws of general application of the Republic of Singapore as at the date hereof and as currently applied by the Singapore courts, and is given on the basis that it will be governed by and construed in accordance with the laws of the Republic of Singapore. We have made no investigation of, and do not express or imply any views on, the laws of any country other than the Republic of Singapore.
9. With respect to matters of fact material to this opinion, we have relied on the statements of the responsible officers of the Company.
10. Our advice is strictly limited to matters stated in this opinion and is not to be construed as extending by implication to all the documents listed in paragraph 2 above, or to any other matter or document in connection with, or referred to, in such document.
11. We hereby consent to the use of our opinion as herein set forth as an exhibit to the Registration Statement. In giving this consent, we do not hereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act.

12. This opinion is only for the benefit of the person to whom it is addressed, subject to the condition that such person accepts and acknowledges that this opinion may not be appropriate or sufficient for such person's purposes, and is strictly limited to the matters stated in this opinion and is not to be read as extending by implication to any other matter in connection with the Registration Statement or otherwise. Further, save for the filing of this opinion with the SEC as an exhibit to the Registration Statement, this opinion is not to be circulated to, or relied upon by, any other person (other than persons entitled to rely on it pursuant to applicable provisions of federal securities law in the United States, if applicable) or quoted or referred to in any public document or filed with any governmental body or agency without our prior written consent, unless the person to whom it is addressed is required to do so by law, regulation or any governmental or regulatory authority.

Yours faithfully

/s/ WongPartnership LLP

WONGPARTNERSHIP LLP

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated December 20, 2013 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in Avago Technologies Limited's Annual Report on Form 10-K for the year ended November 3, 2013.

/s/ PricewaterhouseCoopers LLP

San Jose, California

June 2, 2014