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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 3, 2011 (June 1, 2011)

FREESCALE SEMICONDUCTOR HOLDINGS I, LTD.

(Exact name of registrant as specified in its charter)

Bermuda	**333-141128-05**	**98-0522138**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

6501 William Cannon Drive West, Austin, Texas 78735
(Address of principal executive offices) (Zip Code)

(512) 895-2000
(Registrant's telephone number, including area code)

NA
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2 below):

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

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

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

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

Item 1.01 Entry into a Material Definitive Agreement

In connection with the initial public offering of common shares of Freescale Semiconductor Holdings I, Ltd. (the "Company") pursuant to its Registration Statement on Form S-1 (File No. 333-172188), as amended (the "Registration Statement"), the Shareholders' Agreement of Freescale Semiconductor Holdings I, Ltd. dated as of June 1, 2011 was entered into by and among Freescale Holdings L.P., the Company, each of the Blackstone Investors (as defined therein), each of the Carlyle Investors (as defined therein), each of the Permira Investors (as defined therein) and each of the TPG Investors (as defined therein). In addition on June 1, 2011, the Amended and Restated Registration Rights Agreement was entered into by and among Freescale Holdings L.P., the Company, and certain Freescale Holdings L.P. investors. Also on June 1, 2011, the Amended and Restated Investors Rights Agreement was entered into by and among Freescale Holdings L.P., the Company, Freescale Semiconductor Holdings II, Ltd., Freescale Semiconductor Holdings III, Ltd., Freescale Semiconductor Holdings IV, Ltd., Freescale Semiconductor Holdings V, Inc., Freescale Semiconductor, Inc., certain Freescale Holdings L.P. investors, and certain Stockholders of the Company. Also on June 1, 2011, Freescale Semiconductor, Inc., a subsidiary of the Company, entered into an Agreement Relating to Termination of Management Fee Agreement with each of Blackstone Management Partners L.L.C., TC Group IV, L.L.C., Permira Advisors (London) Limited, Permira Advisers LLC, TPG GenPar V—AIV, L.P. and TPG GenPar IV—AIV, L.P (the "Sponsor Advisors").

The Shareholders' Agreement, the Amended and Restated Registration Rights Agreement, and the Amended and Restated Investors Rights Agreement are filed herewith as exhibits 10.1, 10.2, and 10.3 and are incorporated herein by reference. The terms of these agreements are the same as the terms of the forms of the agreements described in and filed as exhibits to the Registration Statement. Such descriptions are not complete and are qualified in their entirety by reference to exhibits 10.1, 10.2 and 10.3.

The Agreements Relating to Termination of Management Fee Agreement between Freescale Semiconductor, Inc. and each of the Sponsor Advisors are filed herewith as exhibits 10.4, 10.5, 10.6, 10.7, 10.8 and 10.9 and are incorporated herein by reference. The terms of these agreements are the same as the terms of the form of the agreement described in and filed as exhibits to the Registration Statement. Such descriptions are not complete and are qualified in their entirety by reference to exhibits 10.4, 10.5, 10.6, 10.7, 10.8 and 10.9.

The Company is controlled by a group of investment funds associated with or advised by The Blackstone Group, The Carlyle Group, Permira Advisers, LLC and TPG Capital (the "Sponsors"). The Sponsors or their affiliates have various relationships with the Company. For further information concerning other material relationships between the Company, the Sponsors and their respective affiliates, see the section entitled "Certain Relationships and Related Party Transactions" in the Registration Statement.

Item 1.02 Termination of a Material Definitive Agreement

Each of the Sponsor Advisors provided management and advisory services to the Company and Freescale Semiconductor, Inc., a wholly owned subsidiary of the Company, pursuant to a management agreement among Freescale Semiconductor, Inc. and such Sponsor Advisor (collectively, the "Management Agreements") executed in connection with the Sponsors' acquisition of Freescale Semiconductor, Inc. in December 2006. Effective June 1, 2011, the Management Agreements were terminated pursuant to their terms and the Agreements Relating to Termination of Management Fee Agreement described above, and the Sponsor Advisors were paid a final fee of approximately $68 million in the aggregate.

The Sponsors or their affiliates have various relationships with the Company. For further information concerning other material relationships between the Company, the Sponsors and their respective affiliates, see the section entitled "Certain Relationships and Related Party Transactions" in the Registration Statement.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

As previously described in the Company's 8-K filed on March 7, 2011, Freescale Semiconductor, Inc. entered into Amendment No. 4 to its senior secured credit facility, effective upon the consummation of a qualified initial public offering of common shares of Freescale Semiconductor Holdings I, Ltd. and the satisfaction of certain other conditions. Amendment No. 4 as described in the 8-K filed on March 7, 2011 became effective as of June 1, 2011.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

The Company's Board of Directors and its shareholders have adopted the Freescale Semiconductor Holdings I 2011 Omnibus Incentive Plan effective June 1, 2011 (the "2011 Plan"). The 2011 Plan provides for the granting of options, share appreciation rights, restricted shares, deferred shares, performance shares, other share-based awards, and cash based awards. The number of shares reserved and available for issuance under the 2011 Plan is 21,661,249 shares. In the event that (i) any outstanding award under the 2011 Plan or (ii) any award granted under the Company's 2006 Management Incentive Plan or the Company's 2007 Employee Incentive Plan is forfeited for any reason, terminates, expires or lapses, any shares subject to such award will be available for issuance under the 2011 Plan. The terms of the 2011 Plan are the same as the terms of the form of the 2011 Plan described in and filed as an exhibit to the Registration Statement. The 2011 Plan is filed herewith as exhibit 10.10 and is incorporated herein by reference.

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

On June 1, 2011, the Company's Amended and Restated Bye-laws, in the form previously filed as Exhibit 3.5 to the Registration Statement, became effective. The Amended and Restated Bye-laws are filed herewith as Exhibit 3.1 and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

Exhibit No.	Exhibit Description
3.1	Amended and Restated Bye-laws of Freescale Semiconductor Holdings I, Ltd.
10.1	Shareholders' Agreement of Freescale Semiconductor Holdings I, Ltd. dated June 1, 2011 by and among Freescale Holdings L.P., Freescale Semiconductor Holdings I, Ltd., each of the Blackstone Investors (as defined therein), each of the Carlyle Investors (as defined therein), each of the TPG Investors (as defined therein) and each of the TPG Investors (as defined therein)
10.2	Amended and Restated Registration Rights Agreement dated June 1, 2011, by and among Freescale Holdings L.P., Freescale Semiconductor Holdings I, Ltd., and certain Freescale Holdings L.P. investors
10.3	Amended and Restated Investors Rights Agreement dated June 1, 2011, by and among Freescale Holdings L.P., the Company, Freescale Semiconductor Holdings II, Ltd., Freescale Semiconductor Holdings III, Ltd., Freescale Semiconductor Holdings IV, Ltd., Freescale Semiconductor Holdings V, Inc., Freescale Semiconductor, Inc., certain Freescale Holdings L.P. investors, and certain Stockholders of the Company
10.4	Agreement Relating to Termination of Management Fee Agreement dated June 1, 2011, between Freescale Semiconductor, Inc. and Blackstone Management Partners L.L.C.
10.5	Agreement Relating to Termination of Management Fee Agreement dated June 1, 2011, between Freescale Semiconductor, Inc. and Permira Advisors (London) Limited
10.6	Agreement Relating to Termination of Management Fee Agreement dated June 1, 2011, between Freescale Semiconductor, Inc. and Permira Advisors LLC
10.7	Agreement Relating to Termination of Management Fee Agreement dated June 1, 2011, between Freescale Semiconductor, Inc. and TC Group IV, L.L.C.
10.8	Agreement Relating to Termination of Management Fee Agreement dated June 1, 2011, between Freescale Semiconductor, Inc. and TPG GenPar IV – AIV, L.P.
10.9	Agreement Relating to Termination of Management Fee Agreement dated June 1, 2011, between Freescale Semiconductor, Inc. and TPG GenPar V – AIV, L.P.
10.10	Freescale Semiconductor Holdings I 2011 Omnibus Incentive Plan

SIGNATURE

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

FREESCALE SEMICONDUCTOR HOLDINGS I, LTD.

By: /s/ Dathan C. Voelter
Name: Dathan C. Voelter
Title: Assistant Secretary

Date: June 3, 2011

BYE-LAWS

OF

FREESCALE SEMICONDUCTOR HOLDINGS I, LTD.

(Adopted June 1, 2011)

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INTERPRETATION

1. Definitions

1.1 In these Bye-laws, the following words and expressions shall, where not inconsistent with the context, have the following meanings, respectively:

Act	the Companies Act 1981 as amended from time to time;
Alternate Director	an alternate director appointed in accordance with these Bye-laws;
Auditor	includes an individual or partnership;
beneficially own	has the meaning set forth in Appendix A;
Board	the board of directors appointed or elected pursuant to these Bye-laws and acting by resolution in accordance with the Act and these Bye-laws or the directors present at a meeting of directors at which there is a quorum;
Chief Executive Officer	the chief executive officer of the Company in office from time to time;
Company	the company for which these Bye-laws are approved and confirmed;
Controlled Company	shall mean a company of which more than 50% of the voting power is beneficially owned by the Initial Shareholder and/or the Sponsors;

Director	a director of the Company and shall include an Alternate Director;
Initial Shareholder	has the meaning set forth in Appendix A;
Member	the person registered in the Register of Members as the holder of shares in the Company and, when two or more persons are so registered as joint holders of shares, means the person whose name stands first in the Register of Members as one of such joint holders or all of such persons, as the context so requires;
notice	written notice as further provided in these Bye-laws unless otherwise specifically stated;
Officer	any person appointed by the Board to hold an office in the Company;
Register of Directors	the register of directors and officers referred to in these Bye-laws;
Register of Members	the register of members referred to in these Bye-laws;
Resident Representative	any person appointed to act as resident representative and includes any deputy or assistant resident representative;
Secretary	the person appointed to perform any or all of the duties of secretary of the Company and includes any deputy or assistant secretary and any person appointed by the Board to perform any of the duties of the Secretary;

Shareholders Agreement	has the meaning set forth in Appendix A;
Sponsor Shareholders	has the meaning set forth in Appendix A; and
Treasury Share	a share of the Company that was or is treated as having been acquired and held by the Company and has been held continuously by the Company since it was so acquired and has not been cancelled.

1.2 In these Bye-laws, where not inconsistent with the context:

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

(b) words denoting the masculine gender include the feminine and neuter genders;

(c) words importing persons include companies, associations or bodies of persons whether corporate or not;

(d) the words:

(i) "may" shall be construed as permissive; and

(ii) "shall" shall be construed as imperative; and

(e) unless otherwise provided herein, words or expressions defined in the Act shall bear the same meaning in these Bye-laws.

1.3 In these Bye-laws expressions referring to writing or its cognates shall, unless the contrary intention appears, include facsimile, printing, lithography, photography, electronic mail and other modes of representing words in visible form.

1.4 Headings used in these Bye-laws are for convenience only and are not to be used or relied upon in the construction hereof.

SHARES

2. Power to Issue Shares

2.1 Subject to these Bye-laws and to any resolution of the Members to the contrary, and without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, the Board shall have the power to issue any unissued shares of the Company on such terms and conditions as it may determine.

2.2 Without limitation to the provisions of Bye-law 4, subject to the provisions of the Act, any preference shares may be issued or converted into shares that (at a determinable date or at the option of the Company or the holder) are liable to be redeemed on such terms and in such manner as may be determined by the Board (before the issue or conversion).

3. Power of the Company to Purchase its Shares

3.1 The Company may purchase its own shares for cancellation or acquire them as Treasury Shares in accordance with the Act on such terms as the Board shall think fit.

3.2 The Company may purchase its own shares in accordance with the provisions of the Act on such terms as the Board shall think fit. The Board may exercise all the powers of the Company to purchase or acquire all or any part of its own shares in accordance with the Act.

4. Rights Attaching to Shares

4.1 At the date these Bye-laws are adopted as effective, the share capital of the Company is divided into two classes: (i) 900,000,000 common shares of par value US$0.01 each (the “Common Shares”) and (ii) 100,000,000 preference shares of par value US$0.01 each (the “Preference Shares”).

4.2 The holders of Common Shares shall, subject to the provisions of these Bye-laws (including, without limitation, the rights attaching to Preference Shares):

(a) be entitled to one vote per share;

(b) be entitled to such dividends as the Board may from time to time declare;

(c) in the event of a winding-up or dissolution of the Company, whether voluntary or involuntary or for the purpose of a reorganisation or otherwise or upon any distribution of capital, be entitled to the surplus assets of the Company; and

(d) generally be entitled to enjoy all of the rights attaching to shares.

4.3 The Board is authorised to provide for the issuance of the Preference Shares in one or more series, and to establish from time to time the number of shares to be included in each such series, and to fix the terms, including designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof (and, for the avoidance of doubt, such matters and the issuance of such Preference Shares shall not be deemed to vary the rights attached to the Common Shares or, subject to the terms of any other series of Preference Shares, to vary the rights attached to any other series of Preference Shares). The authority of the Board with respect to each series shall include, but not be limited to, determination of the following:

(a) the number of shares constituting that series and the distinctive designation of that series;

(b) the dividend rate on the shares of that series, whether dividends shall be cumulative and, if so, from which date or dates, and the relative rights of priority, if any, of the payment of dividends on shares of that series;

(c) whether that series shall have voting rights, in addition to the voting rights provided by law, and if so, the terms of such voting rights;

(d) whether that series shall have conversion or exchange privileges (including, without limitation, conversion into Common Shares), and, if so, the terms and conditions of such conversion or exchange, including provision for adjustment of the conversion or exchange rate in such events as the Board shall determine;

(e) whether or not the shares of that series shall be redeemable or repurchaseable, and, if so, the terms and conditions of such redemption or repurchase, including the manner of selecting shares for redemption or repurchase if less than all shares are to be redeemed or repurchased, the date or dates upon or after which they shall be redeemable or repurchaseable, and the amount per share payable in case of redemption or repurchase, which amount may vary under different conditions and at different redemption or repurchase dates;

(f) whether that series shall have a sinking fund for the redemption or repurchase of shares of that series, and, if so, the terms and amount of such sinking fund;

(g) the right of the shares of that series to the benefit of conditions and restrictions upon the creation of indebtedness of the Company or any subsidiary, upon the issue of any additional shares (including additional shares of such series or any other series) and upon the payment of dividends or the making of other distributions on, and the purchase, redemption or other acquisition by the Company or any subsidiary of any issued shares of the Company;

(h) the rights of the shares of that series in the event of voluntary or involuntary liquidation, dissolution or winding up of the Company, and the relative rights of priority, if any, of payment in respect of shares of that series; and

(i) any other relative participating, optional or other special rights, qualifications, limitations or restrictions of that series.

4.4 Any Preference Shares of any series which have been redeemed (whether through the operation of a sinking fund or otherwise) or which, if convertible or exchangeable, have been converted into or exchanged for shares of any other class or classes shall have the status of authorised and unissued Preference Shares of the same series and may be reissued

as a part of the series of which they were originally a part or may be reclassified and reissued as part of a new series of Preference Shares to be created by resolution or resolutions of the Board or as part of any other series of Preference Shares, all subject to the conditions and the restrictions on issuance set forth in the resolution or resolutions adopted by the Board providing for the issue of any series of Preference Shares.

4.5 At the discretion of the Board, whether or not in connection with the issuance and sale of any shares or other securities of the Company, the Company may issue securities, contracts, warrants or other instruments evidencing any shares, option rights, securities having conversion or option rights, or obligations on such terms, conditions and other provisions as are fixed by the Board, including, without limiting the generality of this authority, conditions that preclude or limit any person or persons owning or offering to acquire a specified number or percentage of the issued Common Shares, other shares, option rights, securities having conversion or option rights, or obligations of the Company or transferee of the person or persons from exercising, converting, transferring or receiving the shares, option rights, securities having conversion or option rights, or obligations.

4.6 All the rights attaching to a Treasury Share shall be suspended and shall not be exercised by the Company while it holds such Treasury Share and, except where required by the Act, all Treasury Shares shall be excluded from the calculation of any percentage or fraction of the share capital, or shares, of the Company.

5. Calls on Shares

5.1 The Board may make such calls as it thinks fit upon the Members in respect of any monies (whether in respect of nominal value or premium) unpaid on the shares allotted to or held by such Members (and not made payable at fixed times by the terms and conditions of issue) and, if a call is not paid on or before the day appointed for payment thereof, the Member may at the discretion of the Board be liable to pay the Company interest on the amount of such call at such rate as the Board may determine, from the date when such call was payable up to the actual date of payment. The Board may differentiate between the holders as to the amount of calls to be paid and the times of payment of such calls.

5.2 Any sum which by the terms of allotment of a share becomes payable upon issue or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for all the purposes of these Bye-laws be deemed to be an amount on which a call has been duly made and payable on the date on which, by the terms of issue, the same becomes payable, and in case of non-payment all the relevant provisions of these Bye-laws as to payment of interest, costs, charges and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

5.3 The joint holders of a share shall be jointly and severally liable to pay all calls and any interest, costs and expenses in respect thereof.

5.4 The Company may accept from any Member the whole or a part of the amount remaining unpaid on any shares held by him, although no part of that amount has been called up or become payable.

6. Prohibition on Financial Assistance

The Company shall not give, whether directly or indirectly, whether by means of loan, guarantee, provision of security or otherwise, any financial assistance for the purpose of the acquisition or proposed acquisition by any person of any shares in the Company, but nothing in this Bye-law shall prohibit transactions permitted under the Act.

7. Forfeiture of Shares

7.1 If any Member fails to pay, on the day appointed for payment thereof, any call permitted by Bye-law 5.1 in respect of any share allotted to or held by such Member, the Board may, at any time thereafter during such time as the call remains unpaid, direct the Secretary to forward such Member a notice in writing in the form, or as near thereto as circumstances admit, of the following:

Notice of Liability to Forfeiture for Non-Payment of Call
Freescale Semiconductor Holdings I, Ltd. (the “Company”)

You have failed to pay the call of [amount of call] made on the [ ] day of [ ], 20[ ], in respect of the [number] share(s) [number in figures] standing in your name in the Register of Members of the Company, on the [ ] day of [ ], 20[ ], the day appointed for payment of such call. You are hereby notified that unless you pay such call together with interest thereon at the rate of [ ] per annum computed from the said [ ] day of [ ], 20[ ] at the registered office of the Company the share(s) will be liable to be forfeited.

Dated this [ ] day of [ ], 20[ ]

_____

[Signature of Secretary] By Order of the Board

7.2 If the requirements of such notice are not complied with, any such share may at any time thereafter before the payment of such call and the interest due in respect thereof be forfeited by a resolution of the Board to that effect, and such share shall thereupon become the property of the Company and may be disposed of as the Board shall determine.

7.3 A Member whose share or shares have been forfeited as aforesaid shall, notwithstanding such forfeiture, be liable to pay to the Company all calls owing on such share or shares at the time of the forfeiture, together with all interest due thereon and any costs and expenses incurred by the Company in connection therewith.

7.4 The Board may accept the surrender of any shares which it is in a position to forfeit on such terms and conditions as may be agreed. Subject to those terms and conditions, a surrendered share shall be treated as if it had been forfeited.

8. Share Certificates

8.1 Every Member shall be entitled to a certificate under the common seal of the Company (or a facsimile thereof) or bearing the signature (or a facsimile thereof) of a Director or Secretary or a person expressly authorized to sign specifying the number and, where appropriate, the class of shares held by such Member and whether the same are fully paid up and, if not, specifying the amount paid on such shares. The Board may by resolution determine, either generally or in a particular case, that any or all signatures on certificates may be printed thereon or affixed by mechanical means.

8.2 The Company shall be under no obligation to complete and deliver a share certificate unless specifically called upon to do so by the person to whom the shares have been allotted.

8.3 If any share certificate shall be proved to the satisfaction of the Board to have been worn out, lost, mislaid, or destroyed the Board may cause a new certificate to be issued and request an indemnity for the lost certificate if it sees fit.

8.4 Notwithstanding any provisions of these Bye-laws:

(a) the Directors shall, subject always to the Act and any other applicable laws and regulations and the facilities and requirements of any relevant system concerned, have power to implement any arrangements they may, in their absolute discretion, think fit in relation to the evidencing of title to and transfer of uncertificated shares and to the extent such arrangements are so implemented, no provision of these Bye-laws shall apply or have effect to the extent that it is in any respect inconsistent with the holding or transfer of shares in uncertificated form; and

(b) unless otherwise determined by the Directors and as permitted by the Act and any other applicable laws and regulations, no person shall be entitled to receive a certificate in respect of any share for so long as the title to that share is evidenced otherwise than by a certificate and for so long as transfers of that share may be made otherwise than by a written instrument.

9. Fractional Shares

The Company may issue its shares in fractional denominations and deal with such fractions to the same extent as its whole shares and shares in fractional denominations shall have in proportion to the respective fractions represented thereby all of the rights of whole shares including (but without limiting the generality of the foregoing) the right to vote, to receive dividends and distributions and to participate in a winding-up.

REGISTRATION OF SHARES

10. Register of Members

10.1 The Board shall cause to be kept in one or more books a Register of Members and shall enter therein the particulars required by the Act.

10.2 The Register of Members shall be open to inspection without charge at the registered office of the Company on every business day, subject to such reasonable restrictions as the Board may impose, so that not less than two hours in each business day be allowed for inspection. The Register of Members may, after notice has been given in accordance with the Act, be closed for any time or times not exceeding in the whole thirty days in each year.

11. Registered Holder Absolute Owner

The Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not be bound to recognise any equitable claim or other claim to, or interest in, such share on the part of any other person.

12. Transfer of Registered Shares

12.1 An instrument of transfer shall be in writing in the form of the following, or as near thereto as circumstances permit, or in such other form as the Board may accept:

Transfer of a Share or Shares
Freescale Semiconductor Holdings I, Ltd. (the "Company")

FOR VALUE RECEIVED……. [amount], I, [name of transferor] hereby sell, assign and transfer unto [transferee] of [address], [number] shares of the Company.

DATED this [ ] day of [ ], 20[ ]

Signed by:	In the presence of:
_____	_____
Transferor	Witness
_____	_____
Transferee	Witness

12.2 Such instrument of transfer shall be signed by or on behalf of the transferor and transferee, provided that, in the case of a fully paid up share, the Board may accept the instrument signed by or on behalf of the transferor alone. The transferor shall be deemed to remain the holder of such share until the same has been registered as having been transferred to the transferee in the Register of Members.

12.3 The Board may refuse to recognise any instrument of transfer unless it is accompanied by the certificate in respect of the shares to which it relates and by such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer.

12.4 The joint holders of any share may transfer such share to one or more of such joint holders, and the surviving holder or holders of any share previously held by them jointly with a deceased Member may transfer any such share to the executors or administrators of such deceased Member.

12.5 The Board may in its absolute discretion and without assigning any reason therefore refuse to register the transfer of a share which is not fully paid up. The Board shall refuse to

register a transfer unless all applicable consents, authorisations and permissions of any governmental body or agency in Bermuda have been obtained. If the Board refuses to register a transfer of any share the Secretary shall, within three months after the date on which the transfer was lodged with the Company, send to the transferor and transferee notice of the refusal.

12.6 Shares may be transferred without a written instrument if transferred by an appointed agent or otherwise in accordance with the Act.

13. Transmission of Registered Shares

13.1 In the case of the death of a Member, the survivor or survivors where the deceased Member was a joint holder, and the legal personal representatives of the deceased Member where the deceased Member was a sole holder, shall be the only persons recognised by the Company as having any title to the deceased Member's interest in the shares. Nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by such deceased Member with other persons. Subject to the provisions of the Act, for the purpose of this Bye-law, legal personal representative means the executor or administrator of a deceased Member or such other person as the Board may, in its absolute discretion, decide as being properly authorised to deal with the shares of a deceased Member.

13.2 Any person becoming entitled to a share in consequence of the death or bankruptcy of any Member may be registered as a Member upon such evidence as the Board may deem sufficient or may elect to nominate some person to be registered as a transferee of such share, and in such case the person becoming entitled shall execute in favour of such nominee an instrument of transfer in writing in the form, or as near thereto as circumstances admit, of the following:

Transfer by a Person Becoming Entitled on Death/Bankruptcy of a Member

Freescale Semiconductor Holdings I, Ltd. (the "Company")

I/We, having become entitled in consequence of the [death/bankruptcy] of [name and address of deceased/bankrupt Member] to [number] share(s) standing in the Register of Members of the Company in the name of the said [name of deceased/bankrupt Member] instead of being registered myself/ourselves, elect to have [name of transferee] (the "Transferee") registered as a transferee of such share(s) and I/we do hereby accordingly transfer the said share(s) to the Transferee to hold the same unto the Transferee, his or her executors, administrators and assigns, subject to the conditions on which the same were held at the time of the execution hereof; and the Transferee does hereby agree to take the said share(s) subject to the same conditions.

DATED this [ ] day of [ ], 20[ ]

Signed by:	In the presence of:
_____	_____
Transferor	Witness
_____	_____
Transferee	Witness

13.3 On the presentation of the foregoing materials to the Board, accompanied by such evidence as the Board may require to prove the title of the transferor, the transferee shall be registered as a Member. Notwithstanding the foregoing, the Board shall, in any case, have the same right to decline or suspend registration as it would have had in the case of a transfer of the share by that Member before such Member's death or bankruptcy, as the case may be.

13.4 Where two or more persons are registered as joint holders of a share or shares, then in the event of the death of any joint holder or holders the remaining joint holder or holders shall be absolutely entitled to the said share or shares and the Company shall recognise no claim in respect of the estate of any joint holder except in the case of the last survivor of such joint holders.

ALTERATION OF SHARE CAPITAL

14. Power to Alter Capital

14.1 Subject to Bye-law 4.3, the Company may if authorised by resolution of the Members increase, divide, consolidate, subdivide, change the currency denomination of, diminish or otherwise alter or reduce its share capital in any manner permitted by the Act.

14.2 Where, on any alteration or reduction of share capital, fractions of shares or some other difficulty would arise, the Board may deal with or resolve the same in such manner as it thinks fit.

15. Variation of Rights Attaching to Shares

If, at any time, the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound-up, be varied with the consent in writing of the holders of a majority of the issued shares of that class or with the sanction of a resolution passed by a majority of the votes cast at a separate general meeting of the holders of the shares of the class at which meeting the necessary quorum shall be two or more persons at least holding or representing by proxy in excess of 50% of the total issued and outstanding shares of the class. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

DIVIDENDS AND CAPITALISATION

16. Dividends

16.1 The Board may, subject to these Bye-laws and in accordance with the Act, declare a dividend to be paid to the Members, in proportion to the number of shares held by them, and such dividend may be paid in cash or wholly or partly in specie in which case the Board may fix the value for distribution in specie of any assets. No unpaid dividend shall bear interest as against the Company.

16.2 The Board may fix any date as the record date for determining the Members entitled to receive any dividend.

16.3 The Company may pay dividends in proportion to the amount paid up on each share where a larger amount is paid up on some shares than on others.

16.4 The Board may declare and make such other distributions (in cash or in specie) to the Members as may be lawfully made out of the assets of the Company. No unpaid distribution shall bear interest as against the Company.

17. Power to Set Aside Profits

The Board may, before declaring a dividend, set aside out of the surplus or profits of the Company, such sum as it thinks proper as a reserve to be used to meet contingencies or for equalising dividends or for any other purpose.

18. Method of Payment

18.1 Any dividend or other monies payable in respect of a share may be paid by cheque or warrant sent through the post directed to the address of the Member in the Register of Members (in the case of joint Members, the senior joint holder, seniority being determined by the order in which the names stand in the Register of Members), or by direct transfer to such bank account as such Member may direct. Every such cheque shall be made payable to the order of the person to whom it is sent or to such persons as the Member may direct, and payment of the cheque or warrant shall be a good discharge to the Company. Every such

cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby. If two or more persons are registered as joint holders of any shares any one of them can give an effectual receipt for any dividend paid in respect of such shares.

18.2 The Board may deduct from the dividends or distributions payable to any Member all monies due from such Member to the Company on account of calls or otherwise.

18.3 Any dividend and or other monies payable in respect of a share which has remained unclaimed for 6 years from the date when it became due for payment shall, if the Board so resolves, be forfeited and cease to remain owing by the Company. The payment of any unclaimed dividend or other moneys payable in respect of a share may (but need not) be paid by the Company into an account separate from the Company's own account. Such payment shall not constitute the Company a trustee in respect thereof.

18.4 The Company shall be entitled to cease sending dividend cheques and warrants by post or otherwise to a Member if those instruments have been returned undelivered to, or left uncashed by, that Member on at least two consecutive occasions, or, following one such occasion, reasonable enquiries have failed to establish the Member's new address. The entitlement conferred on the Company by this Bye-law 18.4 in respect of any Member shall cease if the Member claims a dividend or cashes a dividend cheque or warrant.

19. Capitalisation

19.1 The Board may resolve to capitalise any sum for the time being standing to the credit of any of the Company's share premium or other reserve accounts or to the credit of the profit and loss account or otherwise available for distribution by applying such sum in paying up unissued shares to be allotted as fully paid bonus shares pro-rata (except in connection with the conversion of shares of one class to shares of another class) to the Members.

19.2 The Board may resolve to capitalise any sum for the time being standing to the credit of a reserve account or sums otherwise available for dividend or distribution by applying such amounts in paying up in full, partly paid or nil paid shares of those Members who would have been entitled to such sums if they were distributed by way of dividend or distribution.

MEETINGS OF MEMBERS

20. Annual General Meetings

The annual general meeting of the Company shall be held in each year at such time and place as the Chief Executive Officer or the Chairman of the Board (if any) or the Board shall appoint.

21. Special General Meetings

The Chief Executive Officer or the Chairman of the Board or the Board may convene a special general meeting of the Company whenever in their judgment such a meeting is necessary.

22. Requisitioned General Meetings/Other Business

22.1 The Board shall, on the requisition of Members holding at the date of the deposit of the requisition not less than one-tenth of such of the paid-up share capital of the Company as at the date of the deposit carries the right to vote at general meetings of the Company, forthwith proceed to convene a special general meeting of the Company and the provisions of the Act shall apply.

22.2 In addition to any rights of Members under the Act or these Bye-laws, business may be brought before any annual general meeting of the Company, or any special general meeting of the Company, by any person who: (i) is a Member of record on the date of the giving of the notice provided for in this Bye-law and on the record date for the determination of Members entitled to receive notice of and vote at such meeting; and (ii) complies with the notice procedures set forth in this Bye-law 22.

22.3 In addition to any other applicable requirements, for other business to be proposed by a Member pursuant to Bye-law 22.2, such Member must have given timely notice thereof in proper written form to the Secretary.

22.4 To be timely, a notice given to the Secretary pursuant to Bye-law 22.3 must be delivered to or mailed and received at the registered office and by the Secretary at the principal executive offices of the Company as set forth in the Company's filings with the U.S. Securities and Exchange Commission: (i) in the case of an annual general meeting, not less than 90 days nor more than 120 days before the anniversary of the last annual general meeting prior to the giving of the notice or, in the event the annual general meeting is called for a date that is not 25 days before or after such anniversary the notice must be so delivered or mailed and received not later than 10 days following the date on which notice of the annual general meeting was mailed or the date on which public disclosure of the date of the annual general meeting was made, whichever first occurs, and (ii) in the case of a special general meeting, not later than 10 days following the date on which notice of the special general meeting was mailed or the date on which public disclosure of the date of the special general meeting was made, whichever first occurs.

22.5 To be in proper written form, a notice given to the Secretary pursuant to Bye-law 22.3 must set forth as to each matter such Member proposes to bring before the general meeting: (i) a brief description of the business desired to be brought before the general meeting and the reasons for conducting such business at the general meeting, (ii) the name and record address of such Member, (iii) the class or series and number of shares of the Company which are registered in the name of such Member, (iv) a description of all arrangements or understandings between such Member and any other person or persons (including their names) in connection with the proposal of such business by such Member and any material interest of such Member in such business, and (v) a representation that such Member intends to appear in person or by proxy at the general meeting to bring such business before the general meeting.

22.6 Once business has been properly brought before the general meeting in accordance with the procedures set forth in this Bye-law, nothing in this Bye-law shall be deemed to preclude discussion by any Member of any such business. If the chairman of a general meeting determines that business was not properly brought before the meeting in accordance with this Bye-law 22, the chairman shall declare to the meeting that the business was not properly brought before the meeting and such business shall not be transacted.

22.7 No business may be transacted at a general meeting, other than business that is either (i) properly brought before the general meeting by or at the direction of the Board (or any duly authorized committee thereof); or (ii) properly brought before the general meeting by any Member or Members in accordance with the Act or these Bye-laws.

23. Notice

23.1 Not less than 10 nor more than 60 days' notice of an annual general meeting shall be given to each Member entitled to attend and vote thereat, stating the date, place and time at which the meeting is to be held, that the election of Directors will take place thereat, and as far as practicable, the other business to be conducted at the meeting.

23.2 Not less than 10 nor more than 60 days' notice of a special general meeting shall be given to each Member entitled to attend and vote thereat, stating the date, time, place and the general nature of the business to be considered at the meeting provided, however, that if a special general meeting is called upon the request of the Initial Shareholder or an Affiliate thereof in accordance with Bye-law 22, then not less than 5 days' notice of such special general meting shall be given.

23.3 The Board may fix any date as the record date for determining the Members entitled to receive notice of and to vote at any general meeting of the Company.

23.4 A general meeting of the Company shall, notwithstanding that it is called on shorter notice than that specified in these Bye-laws, be deemed to have been properly called if it is so agreed by (i) all the Members entitled to attend and vote thereat in the case of an annual general meeting; and (ii) by a majority in number of the Members having the right to attend and vote at the meeting, being a majority together holding not less than 95% in nominal value of the shares giving a right to attend and vote thereat in the case of a special general meeting.

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

24. Giving Notice and Access

24.1 A notice may be given by the Company to a Member either by delivering it to such Member in person or by sending it to such Member's address in the Register of Members; or to such other address given for the purpose. For the purposes of this Bye-law 24, a notice may be sent by letter mail, courier service, cable, telex, telecopier, facsimile, electronic mail or other mode of representing words in a legible form.

24.1 Any notice required to be given to a Member shall, with respect to any shares held jointly by two or more persons, be given to whichever of such persons is named first in the Register of Members and notice so given shall be sufficient notice to all the holders of such shares.

24.2 Save as provided by Bye-law 24.4, any notice shall be deemed to have been served at the time when the same would be delivered in the ordinary course of transmission and, in proving such service, it shall be sufficient to prove that the notice was properly addressed and prepaid, if posted, at the time when it was posted, delivered to the courier or to the cable company or transmitted by telex, facsimile, electronic mail, or such other method as the case may be.

24.3 Mail notice shall be deemed to have been served seven days after the date on which it is deposited, with postage prepaid, in the mail of any member state of the European Union, the United States, or Bermuda.

24.4 The Company shall be under no obligation to send a notice or other document to the address shown for any particular Member in the Register of Members if the Board considers that the legal or practical problems under the laws of, or the requirements of any regulatory body or stock exchange in, the territory in which the address is situated are such that it is necessary or expedient not to send the notice or document concerned to such Member at such address and may require a Member with such an address to provide the Company with an alternative acceptable address for delivery of notices by the Company.

25 Postponement or Cancellation of General Meeting

The Chairman or the Chief Executive Officer may, and the Secretary on instruction from the Chairman or the Chief Executive Officer shall, postpone or cancel any general meeting called in accordance with the provisions of these Bye-laws (other than a meeting requisitioned under these Bye-laws) provided that notice of postponement or cancellation is given to each Member before the time for such meeting. Fresh notice of the date, time and place for the postponed or cancelled meeting shall be given to the Members in accordance with the provisions of these Bye-laws.

26 No Electronic Participation at General Meetings

Members may not participate in any general meeting by means of such telephone, electronic or other communication facilities.

27 Quorum at General Meetings

27.1 At any general meeting of the Company one or more persons present in person at the start of the meeting and representing in person or by proxy in excess of 50% of the total issued and outstanding voting shares in the Company shall form a quorum for the transaction of business.

27.2 If within half an hour from the time appointed for the meeting a quorum is not present, then, in the case of a meeting convened on a requisition, the meeting shall be deemed cancelled and, in any other case, the meeting shall stand adjourned to the same day one week later, at the same time and place or to such other day, time or place as the Secretary may determine. If the meeting shall be adjourned to the same day one week later or the Secretary shall determine that the meeting is adjourned to a specific date, time and place, it is not necessary to give notice of the adjourned meeting other than by announcement at the meeting being adjourned. If the Secretary shall determine that the meeting be adjourned to

an unspecified date, time or place, fresh notice of the resumption of the adjourned meeting shall be given to each Member entitled to attend and vote thereat in accordance with the provisions of these Bye-laws.

28 Chairman to Preside at General Meetings

Unless otherwise agreed by a majority of those attending and entitled to vote thereat, the Chairman, if there be one, and if not the Chief Executive Officer, if there be one, shall act as chairman at all meetings of the Members at which such person is present. In their absence, the Deputy Chairman or Vice President, if present, shall act as chairman and in the absence of all of them a chairman shall be appointed or elected by those present at the meeting and entitled to vote.

29 Voting on Resolutions

29.1 Subject to the provisions of the Act, the Shareholders Agreement and these Bye-laws (including, without limitation, Bye-law 38.4), any question proposed for the consideration of the Members at any general meeting shall be decided by the affirmative votes of a majority of the votes cast in accordance with the provisions of these Bye-laws and in the case of an equality of votes the resolution shall fail.

29.2 No Member shall be entitled to vote at a general meeting unless such Member has paid all the calls on all shares held by such Member.

29.3 At any general meeting a resolution put to the vote of the meeting shall, in the first instance, be voted upon by a show of hands and, subject to these Bye-laws and any rights or restrictions for the time being lawfully attached to any class of shares, every Member present in person and every person holding a valid proxy at such meeting shall be entitled to one vote and shall cast such vote by raising his or her hand.

29.4 At any general meeting if an amendment shall be proposed to any resolution under consideration and the chairman of the meeting shall rule on whether or not the proposed amendment is out of order, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling.

29.5 At any general meeting a declaration by the chairman of the meeting that a question proposed for consideration has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in a book containing the minutes of the proceedings of the Company shall, subject to these Bye-laws, be conclusive evidence of that fact.

30 Voting on a Poll

30.1 Notwithstanding the foregoing, a poll may be demanded by any of the following persons:

(a) the chairman of such meeting; or

(b) at least three Members present in person or represented by proxy; or

(c) any Member or Members present in person or represented by proxy and holding between them not less than one-tenth of the total voting rights of all the Members having the right to vote at such meeting; or

(d) any Member or Members present in person or represented by proxy holding shares in the Company conferring the right to vote at such meeting, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total amount paid up on all such shares conferring such right.

30.2 Where a poll is demanded, subject to any rights or restrictions for the time being lawfully attached to any class of shares, every person present at such meeting shall have one vote for each share of which such person is the holder or for which such person holds a proxy and such vote shall be counted by ballot as described herein, and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded and shall replace any previous resolution upon the same matter which has been the subject of a show of hands. A person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

30.3 A poll demanded for the purpose of electing a chairman of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place at such meeting as the chairman (or acting chairman) of the meeting may direct. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

30.4 Where a vote is taken by poll, each person physically present and entitled to vote shall be furnished with a ballot paper on which such person shall record his vote in such manner as shall be determined at the meeting having regard to the nature of the question on which the vote is taken. Each ballot paper shall be signed or initialled or otherwise marked so as to identify the voter and the registered holder in the case of a proxy. At the conclusion of the poll, the ballot papers and votes cast in accordance with such directions shall be examined and counted by one or more inspectors of votes appointed by the chairman or the Board for the purpose. The result of the poll shall be declared by the chairman.

31 Voting by Joint Holders of Shares

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

32 Instrument of Proxy

32.1 A Member may appoint a proxy by (a) an instrument appointing a proxy in writing in substantially the following form or such other form as the Board may determine from time to time:

Proxy

Freescale Semiconductor Holdings I, Ltd. (the “Company”)

I/We, [insert names here], being a Member of the Company with [number] shares, HEREBY APPOINT [name] of [address] or failing him, [name] of [address] to be my/our proxy to vote for me/us at the meeting of the Members to be held on the [ ] day of [ ], 20[ ] and at any adjournment thereof. (Any restrictions on voting to be inserted here.)

Signed this [ ] day of [ ], 20[ ]

_____

Member(s)

or (b) such telephonic, electronic or other means as may be approved by the Board from time to time.

32.2 The appointment of a proxy must be received by the Company at the registered office or at such other place or in such manner as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting at which the person named in the appointment proposes to vote, and an appointment of proxy which is not received in the manner so permitted shall be invalid.

32.3 A Member who is the holder of two or more shares may appoint more than one proxy to represent him and vote on his behalf in respect of different shares.

32.4 The decision of the chairman of any general meeting as to the validity of any appointment of a proxy shall be final.

33 Resolution in Writing

33.1 Subject to the provisions of the Bye-laws and the Act, anything which may be done by resolution of the Members in any general meeting or by resolution of a meeting of any class of the Members may, without a meeting be done by resolution in writing in accordance with this Bye-law.

33.2 Notice of any resolution to be made in writing shall be given, and a copy of the resolution shall be circulated, to all Members who would be entitled to attend a meeting and vote on the resolution in the same manner as that required for a notice of a meeting of Members at which the resolution could have been considered, except that any requirement in the Act or in these Bye-laws as to the length of the period of notice shall not apply. The accidental omission to give notice to, or the non-receipt of a notice by, any person entitled to receive notice of a resolution does not invalidate the passing of a resolution.

33.3 A resolution in writing under Bye-law 33.1 is passed when it is signed by, or, in the case of a Member that is a corporation whether or not a company within the meaning of the Act, on behalf of, all the Members who at the date of the notice would be entitled to attend the meeting and vote on such resolution, provided, however, that for so long as the Sponsor Shareholders, collectively, beneficially owned more than 50% of the issued and outstanding Common Shares, a resolution in writing is passed when it is signed by, or, in the case of a Member that is a corporation whether or not a company within the meaning of the Act, on behalf of, the Members who at the date the notice is given represent such majority of votes as would be required if the resolution had been voted on at a meeting of Members at which all Members entitled to attend and vote thereat were present and voting.

33.4 A resolution in writing may be signed by any number of counterparts.

33.5 A resolution in writing made in accordance with this Bye-law is as valid as if it had been passed by the Company in general meeting or by a meeting of the relevant class of Members, as the case may be, and any reference in any Bye-law to a meeting at which a resolution is passed or to Members voting in favour of a resolution shall be construed accordingly.

33.6 A resolution in writing made in accordance with this Bye-law shall constitute minutes for the purposes of the Act.

33.7 This Bye-law shall not apply to:

(a) a resolution passed to remove an Auditor from office before the expiration of his term of office; or

(b) a resolution passed for the purpose of removing a Director before the expiration of his term of office.

33.8 For the purposes of this Bye-law, the effective date of the resolution is the date when the resolution is signed by, or in the case of a Member that is a corporation whether or not a company within the meaning of the Act, on behalf of, the last Member whose signature results in the necessary voting majority being achieved and any reference in any Bye-law to the date of passing of a resolution is, in relation to a resolution made in accordance with this Bye-law, a reference to such date.

34 Representation of Corporate Member

34.1 A corporation which is a Member may, by written instrument, authorise such person or persons as it thinks fit to act as its representative at any meeting of the Members and any person so authorised shall be entitled to exercise the same powers on behalf of the corporation which such person represents as that corporation could exercise if it were an individual Member, and that Member shall be deemed to be present in person at any such meeting attended by its authorised representative or representatives.

34.2 Notwithstanding the foregoing, the chairman of the meeting may accept such assurances as he thinks fit as to the right of any person to attend and vote at general meetings on behalf of a corporation which is a Member.

35 Adjournment of General Meeting

35.1 The chairman of any general meeting at which a quorum is present may with the consent of Members holding a majority of the voting rights of those Members present in person or by proxy (and shall if so directed by Members holding a majority of the voting rights of those Members present in person or by proxy), adjourn the meeting.

35.2 In addition, the chairman may adjourn the meeting to another time and place without such consent or direction if it appears to him that:

(a) it is likely to be impracticable to hold or continue that meeting because of the number of Members wishing to attend who are not present; or

(b) the unruly conduct of persons attending the meeting prevents, or is likely to prevent, the orderly continuation of the business of the meeting; or

(c) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.

35.3 Unless the meeting is adjourned to a specific date, place and time announced at the meeting being adjourned, fresh notice of the date, place and time for the resumption of the adjourned meeting shall be given to each Member entitled to attend and vote thereat in accordance with the provisions of these Bye-laws.

36 Directors Attendance at General Meetings

The Directors shall be entitled to receive notice of, attend and be heard at any general meeting.

DIRECTORS AND OFFICERS

37 Number of Directors

37.1 The Board shall consist of such number of Directors being not less than three Directors and not more than such maximum number of Directors, not exceeding fifteen Directors, as the Board may from time to time determine.

38 Election of Directors

38.1 Subject to the Shareholders Agreement, the Board of Directors shall be elected or appointed, except in the case of a casual vacancy, at the annual general meeting or at any special general meeting called for that purpose.

38.2 Subject to the Shareholders Agreement, at any general meeting the Members may authorise the Board to fill any vacancy in their number left unfilled at a general meeting.

38.3 Subject to the Shareholders Agreement, only persons who are proposed or nominated in accordance with this Bye-law shall be eligible for election as Directors. Subject to these Bye-laws, any Member or the Board may propose any person for election as a Director in accordance with this Bye-law. Where any person, other than a Director retiring at the meeting or a person proposed for re-election or election as a Director by the Board, is to be proposed for election as a Director, notice must be given to the Company of the intention to propose him and of his willingness to serve as a Director. Where a Director is to be elected:

(a) at an annual general meeting, such notice must be given not less than **90 days nor more than 120 days** before the anniversary of the last annual general meeting prior to the giving of the notice or, in the event the annual general meeting is called for a date that is not 25 days before or after such anniversary the notice must be given not later than **10 days following** the earlier of the date on which notice of the annual general meeting was posted to Members or the date on which public disclosure of the date of the annual general meeting was made; and

(b) at a special general meeting, such notice must be given not later than **10 days** following the earlier of the date on which notice of the special general meeting was posted to Members or the date on which public disclosure of the date of the special general meeting was made.

38.4 Where persons are validly proposed for re-election or election as Directors, the persons receiving the most votes (up to the number of Directors to be elected) shall be elected as Directors, and an absolute majority of the votes cast shall not be a prerequisite to the election of such Directors.

39 Alternate Directors

39.1 Any Director may appoint a person or persons to act as a Director in the alternative to himself by notice deposited with the Secretary. Any person so elected or appointed shall have all the rights and powers of the Director or Directors for whom such person is appointed in the alternative provided that such person shall not be counted more than once in determining whether or not a quorum is present.

39.2 An Alternate Director shall be entitled to receive notice of all meetings of the Board and to attend and vote at any such meeting at which a Director for whom such Alternate Director was appointed in the alternative is not personally present and generally to perform at such meeting all the functions of such Director for whom such Alternate Director was appointed.

39.3 An Alternate Director shall cease to be such if the Director for whom such Alternate Director was appointed to act as a Director in the alternative ceases for any reason to be a Director, but may be re-appointed by the Board as an alternate to the person appointed to fill the vacancy in accordance with these Bye-laws.

40 Removal of Directors

40.1 Subject to the provisions of the Shareholders Agreement and any provision to the contrary in these Bye-laws, the Members entitled to vote for the election of Directors may, at any special general meeting convened and held in accordance with these Bye-laws, remove a Director, but only for cause, by the affirmative votes of a majority of the votes attaching to all issued and outstanding shares of the Company entitling the holder to attend and vote on such resolution, provided however, that for so long as the Company is a Controlled Company, the Members entitled to vote for the election of Directors may, at any special general meeting convened and held in accordance with these Bye-laws, remove a Director, with or without cause by the affirmative votes of a majority of the votes attaching to all issued and outstanding shares of the Company entitling the holder to attend and vote on such resolution. The notice of any such meeting convened for the purpose of removing a Director shall contain a statement of the intention so to do and be served on such Director not less than 14 days before the meeting and at such meeting the Director shall be entitled to be heard on the motion for such Director's removal.

40.2 Subject to the provisions of the Shareholders Agreement, if a Director is removed from the Board under the provisions of this Bye-law the Members may fill the vacancy at the meeting at which such Director is removed. In the absence of such election or appointment, the Board may fill the vacancy.

41 Vacancy in the Office of Director

41.1 The office of Director shall be vacated if the Director:

(a) is removed from office pursuant to these Bye-laws or is prohibited from being a Director by law;

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

(c) is or becomes of unsound mind or dies; or

(d) resigns his office by notice in writing to the Company.

41.2 Subject to the provisions of the Shareholders Agreement, the Members in general meeting or the Board shall have the power to appoint any person as a Director to fill a vacancy on the Board occurring as a result of the death, disability, disqualification or resignation of any Director or as a result of an increase in the size of the Board and to appoint an Alternate Director to any Director so appointed.

42 Remuneration of Directors

The remuneration (if any) of the Directors shall be determined by the Board and shall be deemed to accrue from day to day. The Directors may also be paid all travel, hotel and other expenses properly incurred by them in attending and returning from the meetings of the Board, any committee appointed by the Board, general meetings of the Company, or in connection with the business of the Company or their duties as Directors generally.

43 Defect in Appointment of Director

All acts done in good faith by the Board, any Director, a member of or by a committee of the Board, any person to whom the Board may have delegated any of its powers shall, or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or person acting as aforesaid, or that they or any of them were, disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or act in the relevant capacity.

44 Directors to Manage Business

44.1 The business of the Company shall be managed and conducted by the Board. In managing the business of the Company, the Board may exercise all such powers of the Company as are not, by the Act or by these Bye-laws, required to be exercised by the Company in general meeting.

44.2 Subject to these Bye-laws, the Board may delegate to any company, firm, person, or body of persons any power of the Board (including the power to sub-delegate).

45 Powers of the Board of Directors

The Board may:

(a) appoint, suspend, or remove any manager, secretary, clerk, agent or employee of the Company and may fix their remuneration and determine their duties;

(b) exercise all the powers of the Company to borrow money and to mortgage or charge or otherwise grant a security interest in its undertaking, property and uncalled capital, or any part thereof, and may issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or any third party;

(c) appoint one or more Directors to the office of managing director or chief executive officer of the Company, who shall, subject to the control of the Board, supervise and administer all of the general business and affairs of the Company;

(d) appoint a person to act as manager of the Company's day-to-day business and may entrust to and confer upon such manager such powers and duties as it deems appropriate for the transaction or conduct of such business;

(e) by power of attorney, appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Board, to be an attorney of the Company for such

purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board) and for such period and subject to such conditions as it may think fit and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions so vested in the attorney;

(f) procure that the Company pays all expenses incurred in promoting and incorporating the Company and listing the shares of the Company;

(g) delegate any of its powers (including the power to sub-delegate) to a committee appointed by the Board which may consist partly or entirely of non-Directors, provided that every such committee shall conform to such directions as the Board shall impose on them and provided further that the meetings and proceedings of any such committee shall be governed by the provisions of these Bye-laws regulating the meetings and proceedings of the Board, so far as the same are applicable and are not superseded by directions imposed by the Board;

(h) delegate any of its powers (including the power to sub-delegate) to any person on such terms and in such manner as the Board may see fit;

(i) present any petition and make any application in connection with the liquidation or reorganisation of the Company;

(j) in connection with the issue of any share, pay such commission and brokerage as may be permitted by law; and

(k) authorise any company, firm, person or body of persons to act on behalf of the Company for any specific purpose and in connection therewith to execute any deed, agreement, document or instrument on behalf of the Company.

46 Register of Directors and Officers

The Board shall cause to be kept in one or more books at the registered office of the Company a Register of Directors and Officers and shall enter therein the particulars required by the Act.

47 Appointment of Officers

47.1 The Board may appoint such officers (who may or may not be Directors) as the Board may determine.

47.2 The Board shall appoint a Chief Executive Officer who shall be a Director of the Company.

48 Appointment of Secretary

The Secretary shall be appointed by the Board from time to time.

49 Duties of Officers

The Officers shall have such powers and perform such duties in the management, business and affairs of the Company as may be delegated to them by the Board from time to time.

50 Remuneration of Officers

The Officers shall receive such remuneration as the Board may determine.

51 Conflicts of Interest

51.1 Any Director, or any Director's firm, partner or any company with whom any Director is associated, may act in any capacity for, be employed by or render services to the Company and such Director or such Director's firm, partner or company shall be entitled to remuneration as if such Director were not a Director. Nothing herein contained shall authorise a Director or Director's firm, partner or company to act as Auditor to the Company.

51.2 A Director who is directly or indirectly interested in a contract or proposed contract or arrangement with the Company shall declare the nature of such interest as required by the Act.

51.3 Following a declaration being made pursuant to this Bye-law, and unless disqualified by the chairman of the relevant Board meeting, a Director may vote in respect of any contract or proposed contract or arrangement in which such Director is interested and may be counted in the quorum for such meeting.

51.4 Appendix A, which is incorporated into and forms part of these Bye-laws, shall apply in respect of certain corporate opportunities, and certain other matters, as set forth therein.

52 Indemnification and Exculpation of Directors and Officers

52.1 The Directors, resident representative, Secretary and other Officers (such term to include any person appointed to any committee by the Board) for the time being acting in relation to any of the affairs of the Company or any subsidiary thereof and the liquidator or trustees (if any) for the time being acting in relation to any of the affairs of the Company or any subsidiary thereof, and every one of them, and their heirs, executors and administrators, shall be indemnified and secured harmless out of the assets of the Company from and against all actions, costs, charges, losses, damages and expenses which they or any of them, their heirs, executors or administrators, shall or may incur or sustain by or by reason of any act done, concurred in or omitted in or about the execution of their duty, or supposed duty, or in their respective offices or trusts, and none of them shall be answerable for the acts, receipts, neglects or defaults of the others of them or for joining in any receipts for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for insufficiency or deficiency of any security upon which any moneys of or belonging to the Company shall be placed out on or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts, or in relation thereto, PROVIDED THAT this indemnity shall not extend to any matter in respect of any fraud or

dishonesty which may attach to any of the said persons. Each Member agrees to waive any claim or right of action such Member might have, whether individually or by or in the right of the Company, against any Director or Officer on account of any action taken by such Director or Officer, or the failure of such Director or Officer to take any action in the performance of his duties with or for the Company or any subsidiary thereof, PROVIDED THAT such waiver shall not extend to any matter in respect of any fraud or dishonesty which may attach to such Director or Officer.

52.2 The Company shall pay to or on behalf of any such Director, Secretary or other Officer referred to in Bye-law 52.1 expenses (including attorneys' fees) incurred by such person in defending any civil, criminal, administrative or investigative action, suit or proceeding in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company, and such expenses (including attorneys' fees) incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Company deems appropriate, provided that in the event of a finding of fraud or dishonesty (such fraud or dishonesty having been established in a final judgment or decree not subject to appeal), such Director, Secretary or other Officer or, if applicable, such other employee or agent, shall reimburse to the Company all funds paid by the Company in respect of expenses of defending such action, suit or proceeding.

52.3 The indemnification and advancement of expenses provided by, or granted pursuant to, this Bye-law shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under these Bye-laws, any agreement, resolution of Members or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, it being the policy of the Company that indemnification of the persons specified in Bye-law 52 shall be made to the fullest extent permitted by law. The provisions of this Bye-law shall not be deemed to preclude the indemnification of any person who is not specified in Bye-law 52.1 but whom the Company has the power or obligation to indemnify under the provisions of the Act, or otherwise.

52.4 The indemnification and advancement of expenses provided by, or granted pursuant to, this Bye-law shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Director or Officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

52.5 The Company may, to the extent authorized from time to time by the Board, provide rights to indemnification and to the advancement of expenses to employees and agents of the Company similar to those conferred in this Bye-law 52 to Directors, the Secretary and other Officers of the Company, provided that any such indemnity shall not extend to any matter in respect of any fraud or dishonesty which may attach to any such persons, and any funds paid by the Company in respect of any such expense shall be reimbursed to the Company in the event of a finding of fraud or dishonesty as set forth in Bye-Law 52.2.

52.6 If this Bye-law 52 or any portion of this Bye-law 52 shall be invalidated on any ground by a court of competent jurisdiction the Company shall nevertheless indemnify each Director or Officer of the Company, former Director or Officer of the Company or person serving at the request of the Company as a director or officer, employee or agent of another company or corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, as to expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit, proceeding or investigation, whether civil, criminal or administrative, including a grand jury proceeding or action or suit brought by or in the right of the Company, to the fullest extent permitted by any applicable portion of this Bye-law 52 that shall not have been invalidated, provided that any such indemnity shall not extend to any matter in respect of any fraud or dishonesty which may attach to any such persons.

52.7 The Company may purchase and maintain insurance for the benefit of any Director or Officer against any liability incurred by him under the Act in his capacity as a Director or Officer or indemnifying such Director or Officer in respect of any loss arising or liability

attaching to him by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which the Director or Officer may be guilty in relation to the Company or any subsidiary thereof.

MEETINGS OF THE BOARD OF DIRECTORS

53 Board Meetings

The Board may meet for the transaction of business, adjourn and otherwise regulate its meetings as it sees fit. Subject to the provisions of these Bye-laws, a resolution put to the vote at a meeting of the Board shall be carried by the affirmative votes of a majority of the votes cast and in the case of an equality of votes the resolution shall fail.

54 Notice of Board Meetings

The Chairman of the Board or any three Directors may, and the Secretary on the requisition of the Chairman of the Board or any three Directors shall, at any time summon a meeting of the Board. Notice of a meeting of the Board shall be deemed to be duly given to a Director if it is given to such Director verbally (including in person or by telephone) or otherwise communicated or sent to such Director by post, electronic means or other mode of representing words in a legible form at such Director's last known address or in accordance with any other instructions given by such Director to the Company for this purpose.

55 Participation in Meetings by Telephone

Directors may participate in any meeting by such telephonic, electronic or other communications facilities or means as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.

56 Quorum at Board Meetings

The quorum necessary for the transaction of business at a meeting of the Board shall be a majority of the Directors in office at that time.

57 Board to Continue in the Event of Vacancy

The Board may act notwithstanding any vacancy in its number but, if and so long as its number is reduced below the number fixed by these Bye-laws as the quorum necessary for the transaction of business at meetings of the Board, the continuing Directors or Director may act for the purpose of (i) summoning a general meeting; or (ii) preserving the assets of the Company.

58 Chairman to Preside

Unless otherwise agreed by a majority of the Directors attending, the Chairman, if there be one, and if not, the Chief Executive Officer, if there be one, shall act as chairman at all meetings of the Board at which such person is present. In their absence a chairman shall be appointed or elected by the Directors present at the meeting.

59 Written Resolutions

A resolution signed by all the Directors, which may be in counterparts, shall be as valid as if it had been passed at a meeting of the Board duly called and constituted, such resolution to be effective on the date on which the last Director signs the resolution. For the purposes of this Bye-law only, “Director” shall not include an Alternate Director.

60 Validity of Prior Acts of the Board

No regulation or alteration to these Bye-laws made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that regulation or alteration had not been made.

CORPORATE RECORDS

61 Minutes

The Board shall cause minutes to be duly entered in books provided for the purpose:

(a) of all elections and appointments of Officers;

(b) of the names of the Directors present at each meeting of the Board and of any committee appointed by the Board; and

(c) of all resolutions and proceedings of general meetings of the Members, meetings of the Board, and meetings of committees appointed by the Board.

62 Place Where Corporate Records Kept

Minutes prepared in accordance with the Act and these Bye-laws shall be kept by the Secretary at the registered office of the Company.

63 Form and Use of Seal

63.1 The Company may adopt a seal in such form as the Board may determine. The Board may adopt one or more duplicate seals for use in or outside Bermuda.

63.2 A seal may, but need not, be affixed to any deed, instrument or document, and if the seal is to be affixed thereto, it shall be attested by the signature of (i) any Director, or (ii) any Officer, or (iii) the Secretary, or (iv) any person authorised by the Board for that purpose.

63.3 A Resident Representative may, but need not, affix the seal of the Company to certify the authenticity of any copies of documents.

ACCOUNTS

64 Books of Account

64.1 The Board shall cause to be kept proper records of account with respect to all transactions of the Company and in particular with respect to:

(a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure relates;

(b) all sales and purchases of goods by the Company; and

(c) all assets and liabilities of the Company.

64.2 Such records of account shall be kept at the registered office of the Company, or subject to the Act, at such other place as the Board thinks fit and shall be available for inspection by the Directors during normal business hours.

65 Financial Year End

The financial year end of the Company may be determined by resolution of the Board and failing such resolution shall be 31st December in each year.

AUDITS

66 Annual Audit

Subject to any rights to waive laying of accounts or appointment of an Auditor pursuant to the Act, the accounts of the Company shall be audited at least once in every year.

67 Appointment of Auditors

67.1 Subject to the Act, at the annual general meeting or at a subsequent special general meeting in each year, an independent representative of the Members shall be appointed by them as Auditor of the accounts of the Company.

67.2 The Auditor may be a Member but no Director, Officer or employee of the Company shall, during his continuance in office, be eligible to act as an Auditor of the Company.

68 Remuneration of Auditors

The remuneration of the Auditor shall be fixed by the Company in general meeting or in such manner as the Members may determine. In the case of an Auditor appointed pursuant to Bye-law 73, the remuneration of the Auditor shall be fixed by the Board or a committee thereof.

69 Duties of Auditor

69.1 The financial statements provided for by these Bye-laws shall be audited by the Auditor in accordance with generally accepted auditing standards. The Auditor shall make a written report thereon in accordance with generally accepted auditing standards.

69.2 The generally accepted auditing standards referred to in this Bye-law may be those of a country or jurisdiction other than Bermuda or such other generally accepted auditing standards as may be provided for in the Act. If so, the financial statements and the report of the Auditor shall identify the generally accepted auditing standards used.

70 Access to Records

The Auditor shall at all reasonable times have access to all books kept by the Company and to all accounts and vouchers relating thereto, and the Auditor may call on the Directors or Officers of the Company for any information in their possession relating to the books or affairs of the Company.

71 Financial Statements

Subject to any rights to waive laying of accounts pursuant to the Act, financial statements as required by the Act shall be laid before the Members in general meeting annually. A resolution in writing made in accordance with Bye-law 33 receiving, accepting, adopting, approving or otherwise acknowledging financial statements shall be deemed to be the laying of such statements before the Members in general meeting.

72 Distribution of Auditor's report

The report of the Auditor shall be submitted to the Members in general meeting.

73 Vacancy in the Office of Auditor

If the office of Auditor becomes vacant by the resignation or death or the Auditor, or by the Auditor becoming incapable of acting by reason of illness or other disability at a time when the Auditor's services are required, the vacancy thereby created shall be filled in accordance with the Act.

BUSINESS COMBINATIONS

74 Amalgamations

The Company shall not engage in any amalgamation, merger or similar transaction unless such amalgamation, merger or similar transaction has been approved by a resolution of the Members including the affirmative votes of at least a majority of all votes attaching to all shares in issue entitling the holder to attend and vote on such resolution.

VOLUNTARY WINDING-UP AND DISSOLUTION

75 Winding-Up

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

CHANGES TO CONSTITUTION

76 Changes to Bye-laws

Subject to the provisions of the Shareholders Agreement, no Bye-law shall be rescinded, altered or amended and no new Bye-law shall be made until the same has been approved by a resolution of the Board and by a resolution of the Members.

77 Discontinuance

The Board may exercise all the powers of the Company to discontinue the Company to a jurisdiction outside Bermuda pursuant to the Act.

APPENDIX "A"

PART A - DEFINITIONS

For purposes of this Appendix A, the following definitions shall apply:

"Affiliate" means, (a) with respect to any Sponsor, any other Person Controlled directly or indirectly by such Sponsor, Controlling directly or indirectly such Sponsor or directly or indirectly under the same Control as such Sponsor, or, in each case, a successor entity to such Sponsor; provided, however, that Affiliate shall not include the Initial Shareholder or any of its direct and indirect subsidiaries or any other portfolio companies of the relevant Sponsor or its Affiliates; and provided further, for the avoidance of doubt, that all of the funds included in the definition of any investor shall in any event be considered Affiliates of each other fund of such investor; and (b) with respect to any Person who is not a Sponsor, another Person Controlled directly or indirectly by such first Person, Controlling directly or indirectly such first Person or directly or indirectly under the same Control as such first person (for the purposes of this definition, "Control" (including, with correlative meanings, the terms "Controlling", "Controlled by" and "under common Control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise).

"beneficially own" and "beneficial ownership" and similar terms used herein shall be determined in accordance with Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934.

"Blackstone Investors" shall mean, as of any date, Blackstone Capital Partners (Cayman) V L.P., Blackstone Capital Partners (Cayman) V-A L.P., BCP (Cayman) V-S L.P., Blackstone Family Investment Partnership (Cayman) V L.P., Blackstone Family Investment Partnership (Cayman) V-A L.P., Blackstone Participation Partnership (Cayman) V L.P., BCP V Co-Investors (Cayman) L.P., Blackstone Firestone Transaction Participation Partners (Cayman) L.P., and Blackstone Firestone Principal Transaction Partners (Cayman) L.P., and their respective Permitted Transferees, in each case only if such Person then owns, directly or through such Person's pro rata share of the Initial Shareholder's ownership in the Company, any shares of the Company.

"Carlyle Investors" shall mean, as of any date, Carlyle Partners IV Cayman, LP, CPIV Coinvestment Cayman, LP, Carlyle Asia Partners II, LP, CAP II Co-Investment, LP, CEP II Participations, S.a r.l. SICAR, Carlyle Japan Partners, L.P., and CJP Co-Investment, L.P., and their respective Permitted Transferees, in each case only if such Person then owns, directly or through such Person's pro rata share of the Initial Shareholder's ownership in the Company, any shares of the Company.

"Freescale Entities" means the Company and its Subsidiaries, and "Freescale Entity" shall mean any of the Freescale Entities.

"Governmental Entity" shall mean any national, state, provincial, municipal, local or foreign government, any court, arbitral tribunal, administrative agency or commission or other governmental or regulatory authority, commission or agency or any non-governmental, self-regulatory authority, commission or agency.

"Initial Shareholder" shall mean Freescale Holdings L.P.

"Law" shall mean any law, statute, code, ordinance, rule or regulation of any Governmental Entity.

"Permira Investors" shall mean, as of any date, Permira IV L.P.2, Permira Investments Limited, P4 Co-Investment L.P. and P4 Sub L.P.1, Uberior Co-Investments Limited, European Strategic Partners,

European Strategic Partners Scottish B, European Strategic Partners Scottish C, European Strategic Partners 1-LP, ESP Co-investment Limited Partnership, ESP II Conduit LP, ESP 2004 Conduit LP, ESP 2006 Conduit LP, ESP Tidal Reach LP, Edcastle Limited Partnership, North American Strategic Partners, L.P., Rose Nominees Limited a/c 21425, A.S.F. Co-Investment Partners III, L.P., Wilshire U.S. Private Markets Fund VII, L.P., Wilshire Private Markets Short Duration Fund I, L.P. and Partners Group Access III, L.P., Inc., and their respective Permitted Transferees, in each case only if such Person then owns, directly or through such Person's pro rata share of the Initial Shareholder's ownership in the Company, any shares of the Company.

"Permitted Transferee" shall mean in respect of any Person, (i) any Affiliate of such Person, or (ii) any successor entity or with respect to a Person organized as a trust, any successor trustee or co-trustee of such trust. In addition, any Person shall be a Permitted Transferee of the Permitted Transferees of itself and any member of a Sponsor shall be a Permitted Transferee of any other member of such Sponsor.

"Person" shall mean any natural person, corporation, limited partnership, general partnership, limited liability company, joint stock company, joint venture, association, company, estate, trust, bank trust company, land trust, business trust, or other organization, whether or not a legal entity, custodian, trustee-executor, administrator, nominee or entity in a representative capacity and any government or agency or political subdivision thereof.

"Shareholders Agreement" means the shareholders agreement, dated as of [—] 2011, between the Company, the Initial Shareholder and each of the Sponsors, as may be amended from time to time.

"Sponsor" means each of the TPG Investors, the Blackstone Investors, the Carlyle Investors and the Permira Investors, and collectively the "Sponsors".

"Sponsor Shareholders" shall mean (i) the Initial Shareholder and (ii) the Sponsors.

"Subsidiary" means (i) any corporation or other entity a majority of the capital stock of which having ordinary voting power to elect a majority of the board of directors or similar body performing such governance functions is at the time owned, directly or indirectly, with power to vote, by such Person or any direct or indirect Subsidiary of such Person or (ii) a partnership in which such Person or any direct or indirect Subsidiary is a general partner.

"TPG Investors" shall mean, as of any date, TPG Partners IV — AIV, L.P., TPG Partners V — AIV, L.P., TPG FOF V-A, L.P. and TPG FOF V-B, L.P., and their respective Permitted Transferees, in each case only if such Person then owns, directly or through such Person's pro rata share of the Initial Shareholder's ownership in the Company, any shares of the Company.

PART B - SPONSOR SHAREHOLDERS, ETC.

In anticipation and in recognition that:

a. the Sponsor Shareholders or their Affiliates will be significant shareholders of the Company;

b. directors, officers and/or employees of the Sponsor Shareholders and their Affiliates may serve as directors, officers and/or employees of the Freescale Entities and their Affiliates;

c. the Company, on the one hand, and the Sponsor Shareholders and their Affiliates, on the other hand, may engage in the same, similar or related lines of business and may have an interest in the same, similar or related areas of corporate opportunities;

d. the Company, on the one hand, and the Sponsor Shareholders and their Affiliates, on the other hand, may enter into, engage in, perform and consummate contracts, agreements, arrangements, transactions and other business relations; and

e. the Company will derive benefits therefrom and through their continued contractual, corporate and business relations with the Sponsor Shareholders and their Affiliates,

the provisions of this Appendix A are set forth to regulate, define and guide, to the fullest extent permitted by Law, the conduct of certain affairs of the Company as they may involve the Sponsor Shareholders and their Affiliates and their officers and directors, and the powers, rights, duties and liabilities of the Company and their officers, directors and shareholders in connection therewith.

PART C - CORPORATE OPPORTUNITY, ETC.

Except as the Sponsor Shareholders and their Affiliates, on the one hand, and the Company, on the other hand, may otherwise agree in writing, each Sponsor shall have the right to, and shall have no duty not to, engage in the same or similar business activities or lines of business as the Company, including those deemed to be competing with the Company, and in the event that a Sponsor (or any of its Affiliates) acquires knowledge of a potential transaction or matter that may be a corporate opportunity for the Company, the Sponsor shall have no duty (contractual or otherwise) to communicate or present such corporate opportunity to the Company and shall not be liable for breach of any duty (contractual or otherwise) by reason of the fact that the Sponsor (or any of its Affiliates) directly or indirectly pursues or acquires such opportunity for itself, directs such opportunity to another person, or does not present such opportunity to the Company. Notwithstanding the foregoing, to the extent that a Sponsor acquires knowledge of a potential transaction or matter that may be a corporate opportunity for the Company, as a result of an employee or agent of such Sponsor (or any of its Affiliates) acting in his or her capacity as a director or as an officer of the Company, then the Sponsor will present such opportunity to the Company and may not pursue such opportunity for itself, or direct such opportunity to another person, unless the Company has declined to pursue such opportunity.

Notwithstanding anything herein to the contrary, the provisions of this Part C Corporate Opportunity, Etc. shall not apply to non-fund Affiliates or portfolio companies of any Sponsor.

PART D - AMBIGUITY

For the avoidance of doubt and in furtherance of the foregoing, nothing contained in this Appendix A amends or modifies, or will amend or modify, in any respect, any written contractual arrangement between the Sponsor Shareholders or any of their Affiliates, on the one hand and the Company, on the other hand.

PART E - TERMINATION

Except for definitions set forth in Part A that are incorporated into Bye-law 1.1, the provisions of this Appendix A shall have no further force and effect on the date that both (i) the quotient of (a) the sum

of (x) the number of shares of the Company a Sponsor owns directly or indirectly, or with respect to which such Sponsor has, directly or indirectly, the authority and power to vote pursuant to a power of attorney, proxy or otherwise (in each case excluding the shares of the Company owned by the Initial Shareholder in (y) below); and (y) the number of shares of the Company representing such Sponsor's pro rata share of the shares of the Company owned, directly or indirectly, by the Initial Shareholder, divided by (b) the total issued and outstanding shares of the Company as of such date of determination, expressed as a percentage, of the last Sponsor ceases to be at least 2.8%, and (ii) no person who is a director or officer of the Company is also a director or officer of any of the Sponsor Shareholders or their Affiliates.

PART F - LIMITATION OF PROVISIONS

This Appendix A shall apply as set forth above, subject to and except as otherwise provided by Law. Notwithstanding any other provision of Bye-law 51.4 and this Appendix A, nothing herein shall indemnify any director or officer or employee of the Company against, or exempt any such person from, any liability in respect of such person's fraud or dishonesty.

Exhibit 10.1

SHAREHOLDERS' AGREEMENT

of

FREESCALE SEMICONDUCTOR HOLDINGS I, LTD.

Dated as of June 1, 2011

TABLE OF CONTENTS

INDEX OF DEFINED TERMS

SHAREHOLDERS' AGREEMENT

This SHAREHOLDERS' AGREEMENT (the "Agreement") is dated as of June 1, 2011, by and among Freescale Holdings L.P., an exempted limited partnership established under the laws of the Cayman Islands (the "Initial Shareholder"), Freescale Semiconductor Holdings I, Ltd., a Bermuda exempted limited liability company (the "Company"), each of the Blackstone Investors (as defined herein), each of the Carlyle Investors (as defined herein), each of the Permira Investors (as defined herein); and each of the TPG Investors (as defined herein). Each of the TPG Investors, the Blackstone Investors, the Carlyle Investors and the Permira Investors are collectively referred to herein as the "Sponsors", and each of them is referred to as a "Sponsor"). The Sponsors, the Initial Shareholder and the Company are collectively referred to herein as the "Parties," and each of them is referred to as a "Party." This Agreement shall become effective upon the Effective Time.

RECITALS

WHEREAS, immediately after the Closing Date, the Initial Shareholder will hold Shares (as hereinafter defined), and the Sponsors will hold limited partnership interests in the Initial Shareholder; and

WHEREAS, subject to the terms and conditions herein, the Parties desire to enter into this Agreement to provide for certain rights and obligations of the Parties.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

ARTICLE I
DEFINITIONS AND CONSTRUCTION

1.1 Definitions. Capitalized terms used in this Agreement but not defined in the body hereof shall have the meanings ascribed to them in Exhibit A.

1.2 Construction. Unless the context requires otherwise: (a) pronouns in the masculine, feminine and neuter genders shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and vice versa, (b) the term "including" shall be construed to be expansive rather than limiting in nature and to mean "including, without limitation," (c) references to Articles and Sections refer to Articles and Sections of this Agreement, (d) the words "this Agreement," "herein," "hereof," "hereby," "hereunder" and words of similar import refer to this Agreement as a whole, including the Exhibits and Schedules attached hereto, and not to any particular subdivision unless expressly so

limited, and (e) references to Exhibits and Schedules are to the items identified separately in writing by the parties hereto as the described Exhibits or Schedules attached to this Agreement, each of which is hereby incorporated herein and made a part hereof for all purposes as if set forth in full herein.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties. Each Party hereto represents and warrants to each other Party that, as of the date hereof:

2.1.1 Such Party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary action;

2.1.2 This Agreement has been duly and validly executed and delivered by such Party and constitutes the binding obligation of such Party enforceable against such Party in accordance with its terms, subject to Creditors' Rights;

2.1.3 The execution, delivery, and performance by such Party of this Agreement will not, with or without the giving of notice or the lapse of time, or both, (i) violate any provision of Law to which such Party is subject, (ii) violate any order, judgment, or decree applicable to such Party, or (iii) conflict with, or result in a breach or default under, any term or condition of any agreement or other instrument to which such Party is a party or its Governing Documents, certificate of incorporation or by-laws, certificate of limited partnership or partnership agreement, or certificate of formation or limited liability company agreement, as applicable, except where such conflict, breach or default would not reasonably be expected to, individually or in the aggregate, have a materially adverse effect on such Party's ability to satisfy its obligations hereunder; and

2.1.4 No consent, approval, permit, license, order or authorization of, filing with, or notice or other action to, with or by any Governmental Authority or any other Person, is necessary, on the part of such Party to perform its obligations hereunder or to authorize the execution, delivery and performance by such Party of its obligations hereunder, except where such consent, approval, permit, license, order, authorization, filing or notice would not reasonably be expected to, individually or in the aggregate, have an adverse effect on such Party's ability to satisfy its obligations hereunder or any agreement or other instrument of such Party.

ARTICLE III
BOARD OF DIRECTORS

3.1 Composition of the Board of Directors.

3.1.1 The Board of Directors of the Company (the "Board") shall be composed as follows:

(a) For so long as the Company is a Controlled Company, the Board shall be composed of not more than twelve (12) individuals (each, a "Director"), and will be composed as follows:

(i) Eight (8) individuals shall be nominated by the Board upon the direction of the Initial Shareholder, of which each of the Blackstone Investors, the Carlyle Investors, the Permira Investors and the TPG Investors shall have the right, but not the obligation, to designate two (2) directors (collectively, the "Sponsor Designees," and each individually, a "Sponsor Designee");

(ii) One (1) director shall be the Chief Executive Officer of the Company in office from time to time; and

(iii) Such number of additional directors nominated by the Board, acting upon the recommendation of the Nomination and Corporate Governance Committee, that meet the then current standards to qualify as an independent director under the Exchange Act and established national securities exchange on which the Shares are then listed for trading so that the Board and the members of the board committees contemplated by Section 3.1.5 hereof satisfy the applicable "independence" requirements (the "Board Independence Requirements").

(b) For so long as (x) the Company is not a Controlled Company and (y) the Initial Shareholder and the Sponsors beneficially own in the aggregate at least 20% of the issued and outstanding Shares of the Company, the Board will be composed as follows:

(i) Four (4) individuals shall be nominated by the Board at the direction of the Initial Shareholder, of which each of the Sponsors shall have the right, but not the obligation, to nominate one (1) Sponsor Designee to the Board; provided, however, that any Sponsor whose Ownership Percentage is less than 2.8% shall not have the right to nominate a Sponsor Designee pursuant to this Section 3.1.1(b)(i);

(ii) One (1) director shall be the Chief Executive Officer of the Company in office from time to time; and

(iii) Such number of additional directors nominated by Board, acting upon the recommendation of the Nominating and Corporate Governance Committee so that the Board and its committees satisfy then applicable Board Independence Requirements.

(c) At such time as the Initial Shareholder and the Sponsors beneficially own in the aggregate less than 20% of the issued and outstanding Shares of the Company, each of the Sponsors whose Ownership Percentage is at least 5% shall have the right, but not the obligation, to nominate one (1) Sponsor Designee and any remaining directors shall be nominated by the Board acting upon the recommendation of the Nominating and Corporate Governance Committee so that the Board and its committees satisfy then applicable Board Independence Requirements.

(d) To the extent that issued and outstanding Shares of the Company held by the Initial Shareholder are distributed to the Sponsors, each Sponsor with a right to direct the Initial Shareholder to nominate a director shall have the right, but not the obligation, to nominate such director directly.

For purposes of this Section 3.1.1, each Sponsor may nominate any individual as its Sponsor Designee, regardless of whether such individual is considered an independent director or is affiliated with such Sponsor.

3.1.2 Removal, Resignation, Vacancies.

(a) Generally. In the event that a vacancy is created on the Board by the death, disability, Resignation or removal (with or without cause) of a Sponsor Designee elected pursuant to Section 3.1.1, or if a Sponsor Designee is otherwise unable to serve for any reason prior to the expiration of his or her term as a director, then, subject to Section 3.1.2(b), the Governing Documents and applicable Law, the Sponsor who nominated such Sponsor Designee to the Board shall be entitled to nominate a replacement to the Board, and the Initial Shareholder and the Company shall exercise all authority under applicable Law to give effect to this Section 3.1.2. Subject to Section 3.1.2, the Governing Documents and applicable Laws, each Sponsor Designee may be removed by, and only by, the affirmative vote or written consent of the Sponsor who designated such Sponsor Designee. If, prior to his or her election to the Board, any person is unable or unwilling to serve as a Sponsor Designee, then the applicable Sponsor shall, subject to Section 3.1.2, be entitled to designate a replacement. If any Sponsor entitled to designate a person to fill any directorship fails to do so, then such directorship shall remain vacant until such Sponsor designates a person to fill said directorship. If the Initial

Shareholder or a Sponsor is entitled to nominate one or more Sponsor Designees, and the Initial Shareholder or such Sponsor provides written notice to the Company of its desire to remove one of its Sponsor Designees from the Board, (i) the Initial Shareholder or such Sponsor shall take all reasonable action necessary to procure that such Sponsor Designee resigns from the Board and (ii) if such Sponsor Designee will not resign, the Initial Shareholder or such Sponsor agrees that it shall take all reasonable action necessary to effect such removal as promptly as practicable on request. Without limiting the preceding provisions, neither the Initial Shareholder nor any Sponsor shall be entitled to nominate for removal, appointment or re-appointment any Director except for such Director that it is entitled to nominate for removal, appointment or re-appointment pursuant to the provisions of this Section 3.1.2.

(b) Vacancies upon a Reduction in Ownership Percentage. To the extent that, pursuant to Section 3.1.1, there is any reduction in the number of Sponsor Designees that the Initial Shareholder and the Sponsor is entitled to nominate, then the Initial Shareholder and the Sponsor shall send a written notice to the Secretary of the Company stating the name of the Sponsor Designee to be removed from the Board and, upon receipt of such notice by the Secretary of the Company (or, in the event such notice is not delivered within ten (10) days after written request from the Company, such selection of a Sponsor Designee shall be made by the Board upon the recommendation of the Nominating and Corporate Governance Committee), such Sponsor Designee shall be removed from the Board, and the vacancy or vacancies created thereby (and, thereafter, any vacancies created in that particular directorship) shall be filled by a person designated by the Board upon the recommendation of the Nominating and Corporate Governance Committee.

3.1.3. Committees of the Board.

(a) Board Committees. The Board will have an audit committee (the "Audit Committee"), a nominating and corporate governance committee (the "Nominating and Corporate Governance Committee"), a compensation committee (the "Compensation Committee"), a finance committee (the "Finance Committee") and any other ad-hoc or standing committees that the Board decides to establish. All of these committees are collectively referred to as the "Board Committees".

(b) Subject to compliance with the Board Independence Requirements, the members of the Board Committees shall be designated by the Board from among the Directors, provided that no Board Committee shall be comprised of more than one Sponsor Designee of a particular Sponsor. Each Sponsor who has at least one Sponsor Designee on the Board and who does not have a Sponsor Designee on a particular Board Committee is entitled to designate an "observer" on such Board Committee; provided, however, that any such Board Committee may request, and

such "observer" shall comply with such request, that the "observer" remove themselves from all or any portion of a meeting of the Board Committee to the extent the Board Committee determines removal is appropriate. As of the Closing Date, the members of the Audit Committee are set forth on Schedule II, the members of the Nominating and Corporate Governance Committee are set forth on Schedule III, the members of the Compensation Committee are set forth on Schedule IV, and the members of the Finance Committee are set forth on Schedule V.

(c) The Board shall appoint a member of each Board Committee as its chairman.

(d) The powers and responsibilities of each of the Board Committees shall be as set forth in the Governing Documents.

3.1.4 Cooperation by Initial Shareholder, Sponsors and the Company. The Company agrees to include in the slate of nominees recommended by the Board, acting on the recommendation of the Nominating and Corporate Governance Committee, the persons nominated pursuant to this Article III and to use its best efforts to cause the election of each such nominees to the Board, including nominating, recommending election and electing such individuals as Directors as provided herein. Each of the Initial Shareholder, the Sponsors and the Company agree to take such action, or refrain from taking such action, as is within its reasonable control to effect the provisions of this Section 3.1 and to ensure that the Governing Documents do not, from time to time or at any time, conflict with the provisions of Section 3.1, including causing any Director nominated thereby to take or refrain from taking action for the foregoing purpose. Each of the Initial Shareholder and the Sponsors, as applicable, hereby agrees to take all actions necessary to call, or cause the Company, the Officers or the Directors to call, a special or annual meeting of the shareholders of the Company and to vote all Shares owned or held of record by such Party at any such annual or special meeting in favor of, or take all actions by written consent in lieu of any such meeting necessary to cause, the election as Directors of the Board of those individuals so designated in accordance with, and otherwise to effect the intent of Section 3.1.

ARTICLE IV
REQUIRED APPROVALS

4.1 Actions that Require Majority Sponsor Approval. In addition to any other approval required by the Governing Documents or by applicable Law, and until such time as the Company is no longer a Controlled Company, Majority Sponsor Approval shall be required for the Company or any of its Subsidiaries to take any of the following actions, and the Company and its Subsidiaries shall not take any of the following actions without Majority Sponsor Approval:

(a) Change of Control. Enter into or effect a Change of Control.

(b) Certain Dispositions. Directly or indirectly, enter into or effect any transaction or series of related transactions, involving the sale, lease, license, exchange or other disposal (including by merger, amalgamation, consolidation, sale of stock or sale of assets) by the Company or any of its direct or indirect Subsidiaries of any assets (including equity interests in any Person and any licenses) having a fair market value or for consideration having a fair market value (in each case as reasonably determined by the Board) in excess of $150,000,000, other than transactions solely between and among the Company and its wholly owned Subsidiaries.

(c) Certain Acquisitions and Joint Ventures. Enter into or effect (i) any transaction or series of related transactions involving the purchase, rent, lease, license, exchange or other acquisition (whether by merger, consolidation, acquisition of stock or acquisition of assets) by the Company or any of its direct or indirect Subsidiaries of any assets and equity securities of any Person for consideration or (ii) any joint venture or similar business alliance involving investment, contribution or disposition by the Company or any of its direct or indirect Subsidiaries of assets (including stock of Subsidiaries), in the case of each of (i) and (ii), having a fair market value (as reasonably determined by the Board) in excess of $150,000,000, other than transactions solely between and among the Company and its wholly owned Subsidiaries.

(d) Certain Indebtedness. Other than borrowings under any debt agreement which was previously approved by Majority Sponsor Approval, authorize or permit the Company or any of its direct or indirect Subsidiaries to (i) incur (or extend, supplement or otherwise modify any of the material terms of) any indebtedness (other than intercompany indebtedness among the Company or any of its direct or indirect Subsidiaries), assume, guarantee, endorse or otherwise as an accommodation become responsible for the indebtedness of any other Person (provided that the Company or any of its direct or indirect Subsidiaries may provide cross-guarantees for any indebtedness that has been approved under this Section 4.1(d)), issue any debt securities, enter into any agreement under which it may incur indebtedness or issue debt securities in the future, in an aggregate amount in excess of $250,000,000 for all such matters or (ii) make any loan, advance or capital contribution to any Person (other than the Company or any of its direct or indirect Subsidiaries), in each case outstanding at any time, in an aggregate amount in excess of $150,000,000 for all such matters.

(e) Equity Issuances. Authorize, create or issue any equity securities of the Company or any of its direct or indirect Subsidiaries (except as may be issued to the Company or any of its wholly owned Subsidiaries), issue any options or rights to acquire any equity securities of the Company or any of its direct or indirect Subsidiaries or grant any registration rights in respect of any such securities, options or rights, except for (i) equity securities issued in any Public Offering

approved pursuant to Section 4.1(g) or (ii) equity securities, options or rights to acquire equity securities and piggyback registration rights issued or granted pursuant to management and employee incentive plans approved by the Board, (iii) shares of common stock of the Company issued pursuant to the Warrant, or (iv) other issuances (other than to current or former employees, consultants or directors) of equity securities or options or rights to acquire equity securities with a value (as reasonably determined by the Board) not in excess of $25,000,000 in the aggregate.

(f) Nature of Business. Make any material change in the nature of the business conducted by the Company and its direct or indirect Subsidiaries.

(g) Public Offering. Register any equity securities of the Company under the Securities Act in connection with, or consummate, a Public Offering; provided, however, that no such approval shall be required for the inclusion of any Registrable Securities (as defined in the Registration Rights Agreement) in any registration statement relating to a Public Offering pursuant to the exercise by the holders thereof of piggyback registration rights under Section 4 of the Registration Rights Agreement, if applicable.

(h) Chief Executive Officer. Hire or remove, with or without cause, or enter into, renew, retain, materially modify (including a change in responsibilities) or terminate any employment contract with, the chief executive officer of the Company from time to time.

(i) Jurisdiction of Incorporation. Authorize or commit to any change in the jurisdiction of incorporation of the Company.

(j) Commencement or Settlement of Litigation. Commencement, settlement or compromise of any litigation, proceeding or investigation with a cost or expected value (for any individual matter or group of related matters) of more than $50,000,000 or payment, discharge, settlement or satisfaction of any claims, liabilities or obligations (other than obligations under contracts relating to the operation of the business of the Company and its direct or indirect Subsidiaries) in excess of $50,000,000 (for any individual matter or group of related matters).

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

(l) Change in Board Size. Increase or decrease the number of directors on the Board.

ARTICLE V
AFFILIATE TRANSACTIONS

5.1 Sponsor Transactions. In addition to any approval required by Section 4.1, any Sponsor Transaction shall require the approval of a majority of the Directors and any Director who is a Sponsor Designee shall abstain from the vote of the Board on any Sponsor Transaction in respect of which such Sponsor Designee's nominating Sponsor or any Affiliate thereof is a party.

5.2 Board Approval. If the Board, having consulted U.S. and Bermuda counsel, reasonably believes that a particular Sponsor Transaction would require the approval of the Directors who are not Sponsor Designees, then on or following the Board's approval of the Sponsor Transaction the Board shall take all reasonable steps to obtain the approval of such Directors.

5.3 Restriction on Amendment of Sponsor Transaction Provisions. Each of the Sponsor Designees agrees that it will not amend, modify or waive Section 5.1, unless such amendment, modification or waiver is approved by each Sponsor Designee; provided, that any amendment to the definitions used in Section 5.1 (only to the extent any such amendment would have an effect contrary to the intent set forth in the section) shall also require the consent of each Sponsor Designee.

ARTICLE VI
CORPORATE OPPORTUNITIES

6.1 Business Opportunities. Each Sponsor shall have the right to, and shall have no duty not to, engage in the same or similar business activities or lines of business as the Company, including those deemed to be competing with the Company, and in the event that a Sponsor (or any of its Affiliates) acquires knowledge of a potential transaction or matter that may be a corporate opportunity for the Company, the Sponsor shall have no duty (contractual or otherwise) to communicate or present such corporate opportunity to the Company and shall not be liable for breach of any duty (contractual or otherwise) by reason of the fact that the Sponsor (or any of its Affiliates) directly or indirectly pursues or acquires such opportunity for itself, directs such opportunity to another person, or does not present such opportunity to the Company. Notwithstanding the foregoing, to the extent that a Sponsor acquires knowledge of a potential transaction or matter that may be a corporate opportunity for the Company, as a result of an employee or agent of such Sponsor (or any of its Affiliates) acting in his or her capacity as a Director or as an officer of the Company, then the Sponsor will present such opportunity to the Company and may not pursue such opportunity for itself, or direct such opportunity to another person, unless the Company has declined to pursue such opportunity.

6.2 Exclusion of Affiliates and Portfolio Companies. Notwithstanding anything herein to the contrary, Section 6.1 shall not apply to non-fund Affiliates or portfolio companies of any Sponsor.

ARTICLE VII
INFORMATION

7.1 Information. Each of the Sponsors acknowledges that the Company is a publicly listed company and as such is bound by various laws regarding the provision of information, including the rules and regulations of the SEC, the established national securities exchange on which the Shares are then listed for trading and the Bermuda Companies Act. The Company has also adopted the Insider Trading Policy. Each Sponsor shall, and such Sponsor shall use its reasonable best efforts to cause its Representatives to, comply at all times with such laws, rules and regulations and the Company's Insider Trading Policy. Subject to any changes required by changes in applicable law, the Parties agree that any amendments to the Insider Trading Policy shall remain consistent with the terms of, and not be averse to the rights of the Sponsors promulgated under, this Agreement.

7.2 Permitted Shared Information. Subject to the foregoing, each Sponsor is entitled to the same Information and Confidential Information (as defined below) as provided to its respective Sponsor Designee, subject to maintenance of adequate procedures to prevent such information from being used in connection with the purchase or sale of securities of the Company or its direct or indirect Subsidiaries in violation of applicable Law.

7.3 Confidentiality. Each Sponsor agrees to hold in strict confidence all Information furnished to it (collectively, "Confidential Information"). Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure by a Sponsor, (ii) is or becomes available to a Sponsor or any of its Representatives on a non-confidential basis from a third party source (other than any other Sponsor or its Representatives), which source, to the best knowledge of such Sponsor (after reasonable inquiry), is not bound by a duty of confidentiality to the Company in respect of such Confidential Information or (iii) is independently developed by a Sponsor. Subject to applicable Law, each Sponsor may disclose any Confidential Information to its Representatives (a) to the extent necessary or appropriate in connection with its investment in the Company or for evaluating and preparing disclosure pursuant to clause (b) below in the case of professional advisers and agents and to any Affiliate, partner or member of such Sponsor in the ordinary course of business, provided that each of such Representatives shall be bound by the provisions of this Section 7.3 and shall, if requested by the Company, sign an undertaking agreeing to be bound by this Section 7.3 prior to receiving any Confidential Information, (b) to the extent necessary for a Sponsor to enforce its rights under this Agreement, the other agreements entered into in connection herewith and under the Governing Documents or (c) as may otherwise be required by Law (including reporting under securities Laws and governmental filings); provided that such Sponsor takes reasonable steps to minimize the extent of any such required disclosure, including using reasonable best efforts to obtain a protective order in any legal proceeding, and provide the Company with notice describing the disclosure that was or is to be made. If a Sponsor or any of its Representatives is required by Law or regulation or any legal or judicial process to disclose any Confidential Information, or disclosure of Confidential Information is requested by any Governmental Authority having authority over such Sponsor, such Sponsor shall promptly notify the Company and the other Sponsors of such requirement so that the Company may at its own expense oppose such requirement or seek a protective order and request confidential treatment thereof. If such Sponsor or any of its Representatives is

nonetheless required, or such a request nonetheless remains outstanding, to disclose any such Confidential Information, such Sponsor or its Representative may disclose such portion of such Confidential Information without liability hereunder.

7.4 Public Announcements. No public announcement or press release concerning the business of the Company or its direct or indirect Subsidiaries or this Agreement or any of its provisions shall be made by any Party (or any Affiliate thereof) that is not the Company, without the prior consent of the Board, which may also be given in general terms with respect to categories of announcements. This provision shall not prohibit any public announcement or press release required to be made by any applicable Laws.

ARTICLE VIII
FEES AND EXPENSES

8.1 Fees. No Sponsor Designee shall receive any director's or Board fee unless and to the extent the Board determines otherwise, in which case any such fees shall be within the framework of the directors' compensation policy approved from time to time by the Board.

8.2 Expenses. Sponsor Designees and each Sponsor's directors, managers, officers, partners, members, principals, and employees shall be entitled to reimbursement of all out-of-pocket travel and related expenses incurred by such Sponsor Designees and each Sponsor's directors, managers, officers, partners, members, principals, and employees in connection with their attendance at Board and Board Committee meetings.

ARTICLE IX
TERMINATION

9.1 Termination of Agreement. This Agreement shall terminate and be of no further force or effect upon the earlier of (i) the written agreement of all of the Parties hereto or (ii) such date as the last Sponsor ceases to have an Ownership Percentage of at least 2.8%.

9.2 Termination with respect to Sponsors. At the time any Sponsor ceases to have an Ownership Percentage of at least 2.8%, such Sponsor shall cease to be a party to this Agreement and shall no longer be bound by this Agreement.

ARTICLE X
MISCELLANEOUS

10.1 Notices.

10.1.1 Except as expressly set forth to the contrary in this Agreement, all notices, requests or consents provided for or required to be given hereunder shall be in writing and shall be deemed to be duly given if personally delivered, telecopied and confirmed, or mailed by certified mail, return receipt requested, or nationally recognized overnight delivery service with proof of receipt maintained, at the following addresses (or any other address that any such Party may designate by written notice to the other Parties):

(a) if to the Company, at the address of its principal executive offices; and

(b) if to a Sponsor, to the address given for the Sponsor in the books and records of the Company.

Any such notice shall, if delivered personally, be deemed received upon delivery; shall, if delivered by telecopy, be deemed received on the first business day following confirmation; shall, if delivered by nationally recognized overnight delivery service, be deemed received the first business day after being sent; and shall, if delivered by mail, be deemed received upon the earlier of actual receipt thereof or five business days after the date of deposit in the United States mail.

10.1.2 Whenever any notice is required to be given by Law, the Governing Documents or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

10.2 Entire Agreement. This Agreement, the Governing Documents, Registration Rights Agreement, and the Investors Agreement constitute the entire agreement of the Sponsors and their Affiliates relating to the Company and supersede all prior contracts or agreements with respect to the Company, whether oral or written.

10.3 Effect of a Waiver of Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

10.4 Amendment or Restatement.

10.4.1 Amendment of Governing Documents. The Parties agree that any amendments to the Governing Documents shall remain consistent with the terms of, and not be adverse to the rights of the Sponsors promulgated under, this Agreement.

10.4.2 Amendment of the Agreement. This Agreement (including any Exhibit or Schedule hereto) may be amended, supplemented or otherwise modified only by a written instrument executed by the Company and each Sponsor which has an Ownership Percentage of at least 2.8% provided that (x) the Parties agree to amend, supplement or otherwise modify this Agreement as may be necessary to comply with the Laws, regulations and rules of the established national securities exchange on which the Shares are then listed for trading, National Association of Securities Dealers' automated quotation system and, for a Public Offering in a jurisdiction other than the United States, any regulated national securities exchange

of such jurisdiction, (y) any amendment that disproportionately affects any Sponsor or adversely imposes any additional material obligations on a particular Sponsor shall require the consent of such Sponsor and (z) any amendment to Section 10.4.1 or Article VII that affects any Sponsor shall require the consent of such Sponsor. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and executed by the Party so waiving. Except as set forth in the preceding sentence, no action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, will be deemed to constitute a waiver by the Party taking such action or compliance with any covenants or agreements contained herein. The waiver by any Party hereto of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

10.5 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of each Party and their respective heirs, permitted successors, permitted assigns, permitted distributees and legal representatives; and by their signatures hereto, each Party intends to and does hereby become bound.

10.6 Third Parties. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any Person other than the parties hereto and their respective permitted successors and assigns any legal or equitable right, remedy or claim under, in or in respect of this Agreement or any provision herein contained.

10.7 Assignment. Except as permitted in this Agreement, the rights and obligations under this Agreement may not be Transferred by any Sponsor hereto, in whole or in part, to any Person that is not a Sponsor or an Affiliate of a Sponsor, and any purported Transfer without such consent shall be void and unenforceable. Without prior Majority Sponsor Approval, the rights and obligations under this Agreement of any other Party hereto may not be Transferred, and any purported Transfer without such approval shall be void and unenforceable. The rights and obligations hereunder, including without obligation the right to nominate, designate or appoint any member of any of the Board or any Board Committee, or remove any such nominee, designee or appointee, are personal to each Sponsor entitled to do so hereunder and may not be assigned to any Person except with prior Majority Sponsor Approval, provided that each Sponsor shall be permitted to assign any such right to one or more of its Affiliates.

10.8 Specific Performance. Each Party acknowledges and agrees that money damages would not be a sufficient remedy for any breach of the provisions of this Agreement. In the event of a breach of this Agreement by a Party which breach threatens irreparable harm to any other Party, such non-breaching Party may seek specific enforcement or injunctive relief from any court of competent jurisdiction, which remedies shall not limit, but shall be in addition to, all other remedies that the non-breaching Parties may have at law or in equity.

10.9 Fiduciary Duties; Exculpation Clause. To the maximum extent permitted by Law, no Sponsor shall have a fiduciary or similar duty to the other Sponsors, to the Initial Shareholder, the Company, any of its Subsidiaries or to any shareholder, creditor, employee or other stakeholder of the Initial Shareholder, the Company or any of its Subsidiaries, and each Sponsor and the Initial Shareholder hereby waives any claim relating to a breach of fiduciary or similar duty it has or may have in connection with any action or inaction by any Sponsor Designee. Without limiting the foregoing, to the maximum extent permitted by Law, none of the

Sponsors and none of the representatives, nominees, designees shall have any liability for breach or alleged breach of fiduciary or similar duty to the Sponsors, to the Initial Shareholder, the Company and its Subsidiaries or to any shareholder, creditor, employee or other stakeholder of any member of the Initial Shareholder, the Company or its Subsidiaries and is and shall be fully exculpated from all such liability. Each of the Parties hereby waives any and all claims it has or may have relating to any such breach or alleged breach of fiduciary or similar duty. The foregoing shall not be deemed to limit the obligations of the Sponsors under this Agreement.

10.10 No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, the Company, the Initial Shareholder and each Sponsor covenant, agree and acknowledge that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any current or future director, officer, employee, general or limited partner, shareholder, holder of beneficial interest or member of any Sponsor or of any Affiliate or assignee thereof, as such, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any current or future officer, agent or employee of any shareholder or any current or future member of any Sponsor or any current or future director, officer, employee, partner, shareholder, holder of beneficial interest or member of any Sponsor or of any Affiliate or assignee thereof, as such, for any obligation of any Sponsor under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

10.11 Governing Law; Severability; Limitation of Liability.

10.11.1 This Agreement and all claims arising out of or based upon this Agreement or relating to the subject matter hereof shall be governed by and construed in accordance with the domestic substantive Laws of the State of Delaware, except to the extent that the matter in question is mandatorily required to be governed by Bermuda Law, in which case, subject to Section 10.11.4, it will be governed by the applicable provisions of such Law.

10.11.2 All actions arising out of or relating to this Agreement shall be heard and determined exclusively in any New York state or federal court sitting in the Borough of Manhattan in The City of New York or in any Delaware state or federal court sitting in city of Wilmington. The parties hereto hereby (a) submit to the exclusive jurisdiction of any state or federal court sitting in either the Borough of Manhattan of The City of New York or Wilmington, Delaware for the purpose of any action arising out of or relating to this Agreement brought by any party hereto, and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune of from attachment or execution, that the action is brought in an inconvenient forum, that the venue of the action is improper, or that this Agreement or the transactions contemplated hereby may not be enforced in or by any of the above-named courts.

10.11.3 TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH PARTY HERETO HEREBY WAIVES AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE OR ACTION, CLAIM, CAUSE OF ACTION OR SUIT (IN CONTRACT, TORT OR OTHERWISE), INQUIRY, PROCEEDING OR INVESTIGATION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE TRANSACTIONS CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING. EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTIES HERETO THAT THIS SECTION 10.11.3 CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH THEY ARE RELYING AND WILL RELY IN ENTERING INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 10.11.3 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

10.11.4 In the event of a direct conflict between the provisions of this Agreement and (i) any provision of the Governing Documents, or (ii) any mandatory, non-waivable provision of the Bermuda Companies Act, such provision of the Governing Documents or the Bermuda Companies Act shall control. If any provision of the Bermuda Companies Act provides that it may be varied or superseded by an agreement of the Initial Shareholder and the Sponsors or otherwise, such provision shall be deemed superseded and waived in its entirety if this Agreement contains a provision addressing the same issue or subject matter.

10.11.5 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future Laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.11.6 No Party hereto shall be liable to any of the other such Persons for punitive, special, exemplary or consequential Damages, including Damages for loss of profits, loss of use or revenue or losses by reason of cost of capital, arising out of or relating to this Agreement or the transactions contemplated hereby, regardless of whether based on contract, tort (including negligence), strict liability, violation of any applicable deceptive trade practices act or similar Law or any other legal or equitable principle, and each Party releases each other Party from liability for any such Damages.

10.12 Applicable Law. The Parties acknowledge that in certain instances a provision of this Agreement may not be enforceable or that its enforceability may be limited by applicable Law. Nevertheless, the Parties agree that they intend to be bound by the terms of this Agreement and, if any provision is held to be unenforceable, the Parties agree to use their reasonable efforts to implement an alternative enforcement mechanism that would effect, as closely as possible, the intent of the Parties as reflected in or provided by the unenforceable provision. Moreover, each Party agrees that, if any corporate formality or other procedure is not expressly mandated by Law or the provisions of this Agreement to be taken by the Parties but the enforceability of any provision of this Agreement would be enhanced if the Parties act in accordance with such corporate formality or other procedure, the Parties agree to act in accordance with such corporate formality or other procedure to the extent recommended by counsel to the Company and its Subsidiaries in the relevant jurisdiction.

10.13 Further Assurances. The Parties will sign such further documents, cause such further meetings to be held, adopt such resolutions and do and perform and cause to be done such further acts and things as may be necessary in order to give full effect to this Agreement, the transactions contemplated by this Agreement and every provision thereof.

10.14 Several Obligations. The obligations of each of the Parties under this Agreement shall be several and not joint.

10.15 Counterparts. This Agreement may be executed in any number of counterparts (including facsimile counterparts), all of which together shall constitute a single instrument.

10.16 VCOC. In the event that the Company ceases to qualify as an "operating company" as defined in the first sentence of 29 C.F.R. Section 2510.3-101(c), then the Parties shall cooperate in good faith to take all reasonable action necessary to provide that the investment (or at least 51% of the investment, valued at cost) of each Sponsor or its shareholders, that qualifies as a "venture capital operating company" as defined in 29 C.F.R. Section 2510.3-101(d) (each a "VCOC Investor") shall continue to qualify as a "venture capital investment" within the meaning of 29 C.F.R. Section 2510.3-101(d).

10.17 Scope of Agreement. For purposes of this Agreement, Shares shall include (i) Shares which the Initial Shareholder and the Sponsors own as of the date hereof, (ii) any of the Company's share capital issued to the Initial Shareholder or the Sponsors or which the Initial Shareholder or the Sponsors may hereafter acquire after the date of this Agreement, and (iii) all other securities of the Company which may be issued in exchange for or in respect of shares of capital stock beneficially owned by the Initial Shareholder or the Sponsors (whether by way of stock split, stock dividend, combination, reclassification, reorganization, or any other means).

[Signature pages follow]

IN WITNESS WHEREOF, the Company, the Initial Shareholder and the Sponsors have executed this Agreement as of the date first set forth above:

FREESCALE SEMICONDUCTOR HOLDINGS I, LTD.

By: /s/ Alan Campbell
Name: Alan Campbell
Title: Senior Vice President and Chief Financial Officer

FREESCALE HOLDINGS L.P.

By: Freescale Holdings GP, Ltd.

By: **/s/** Richard Beyer
Name: Richard Beyer
Title: Chairman

BLACKSTONE CAPITAL PARTNERS (CAYMAN) V L.P.

By: Blackstone Management Associates (Cayman) V L.P., its general partner

By: Blackstone LR Associates (Cayman) V Ltd., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

BLACKSTONE CAPITAL PARTNERS (CAYMAN) V-A L.P.

By: Blackstone Management Associates (Cayman) V L.P., its general partner

By: Blackstone LR Associates (Cayman) V Ltd., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

BCP (CAYMAN) V-S L.P.

By: Blackstone Management Associates (Cayman) V L.P., its general partner

By: Blackstone LR Associates (Cayman) V Ltd., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

BLACKSTONE FAMILY INVESTMENT PARTNERSHIP (CAYMAN) V L.P.

By: BCP V GP L.L.C., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

BLACKSTONE FAMILY INVESTMENT PARTNERSHIP (CAYMAN) V-SMD L.P.

By: Blackstone Family GP L.L.C., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

BLACKSTONE PARTICIPATION PARTNERSHIP (CAYMAN) V L.P.

By: BCP V GP L.L.C., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

BCP V CO-INVESTORS (CAYMAN) L.P.

By: Blackstone Management Associates (Cayman) V L.P., its general partner

By: Blackstone LR Associates (Cayman) V Ltd., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

BLACKSTONE FIRESTONE TRANSACTION PARTICIPATION PARTNERS (CAYMAN) L.P.

By: Blackstone Management Associates (Cayman) V L.P., its general partner

By: Blackstone LR Associates (Cayman) V Ltd., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

BLACKSTONE FIRESTONE PRINCIPAL TRANSACTION PARTNERS (CAYMAN) L.P.

By: Blackstone Management Associates (Cayman) V L.P., its general partner

By: Blackstone LR Associates (Cayman) V Ltd., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

CARLYLE PARTNERS IV CAYMAN, L.P.

By: TC Group IV Cayman, L.P., its general partner

By: CP IV GP, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

CPIV CO-INVESTMENT CAYMAN, L.P.

By: TC Group IV Cayman, L.P., its general partner

By: CP IV GP, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

CARLYLE ASIA PARTNERS II, L.P.

By: CAP II General Partner, L.P., its general partner

By: CAP II, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

CAP II CO-INVESTMENT, L.P.

By: CAP II General Partner, L.P., its general partner

By: CAP II, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

CEP II PARTICIPATIONS S.A.R.L SICAR

By: /s/ David B. Pearson
Name: David B. Pearson
Title: Director

By: /s/ Christopher Finn
Name: Christopher Finn
Title: Director

CARLYLE JAPAN PARTNERS, L.P.

By: CJP General Partner, L.P., its general partner

By: Carlyle Japan Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

CJP CO-INVESTMENT, L.P.

By: CJP General Partner, L.P., its general partner

By: Carlyle Japan Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

P4 SUB L.P.1

By: Permira IV Managers L.P., its manager

By: Permira IV Managers Limited, its general partner

By: /s/ Kees Jager
Name: Kees Jager
Title: As Alternate Director to Vic Holmes

PERMIRA IV L.P.2

By: Permira IV Managers L.P., its manager

By: Permira IV Managers Limited, its general partner

By: /s/ Kees Jager
Name: Kees Jager
Title: As Alternate Director to Vic Holmes

PERMIRA INVESTMENTS LIMITED

By: Permira Nominees Limited, as nominee

By: /s/ Kees Jager
Name: Kees Jager
Title: As Alternate Director to Vic Holmes

P4 CO-INVESTMENT L.P.

By: Permira IV GP L.P., its manager

By: Permira IV GP Limited, its general partner

By: /s/ Kees Jager
Name: Kees Jager
Title: As Alternate Director to Vic Holmes

TPG PARTNERS IV — AIV, L.P.

By: TPG GenPar IV-AIV, L.P., its general partner

By: TPG GenPar IV-AIV Advisors, Inc., its general partner

By: /s/ Ronald Cami
Name: Ronald Cami
Title: Vice President

TPG PARTNERS V — AIV, L.P.

By: TPG GenPar IV-AIV, L.P., its general partner

By: TPG GenPar IV-AIV Advisors, Inc., its general partner

By: /s/ Ronald Cami
Name: Ronald Cami
Title: Vice President

TPG FOF V-A, L.P.

By: TPG GenPar V, L.P., its general partner

By: TPG GenPar V Advisors, LLC, its general partner

By: /s/ Ronald Cami
Name: Ronald Cami
Title: Vice President

TPG FOF V-B, L.P.

By: TPG GenPar V, L.P., its general partner

By: TPG GenPar V Advisors, LLC, its general partner

By: /s/ Ronald Cami
Name: Ronald Cami
Title: Vice President

EXHIBIT A
DEFINED TERMS

"Affiliate," shall mean, (a) with respect to any Sponsor, any other Person Controlled directly or indirectly by such Sponsor, Controlling directly or indirectly such Sponsor or directly or indirectly under the same Control as such Sponsor, or, in each case, a successor entity to such Sponsor; provided, however, that Affiliate shall not include the Initial Shareholder or any of its direct and indirect subsidiaries or any other portfolio companies of the relevant Sponsor or its Affiliates; and provided further, for the avoidance of doubt, that all of the funds included in the definition of any Investor shall in any event be considered Affiliates of each other fund of such Investor; and (b) with respect to any Person who is not a Sponsor, another Person Controlled directly or indirectly by such first Person, Controlling directly or indirectly such first Person or directly or indirectly under the same Control as such first person (for the purposes of this definition, "Control" (including, with correlative meanings, the terms "Controlling," "Controlled by" and "under common Control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise).

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

"Bermuda Companies Act" means the Bermuda Companies Act 1981 and any successor statute, as amended from time to time.

"Blackstone Investors" shall mean, as of any date, Blackstone Capital Partners (Cayman) V L.P., Blackstone Capital Partners (Cayman) V-A L.P., BCP (Cayman) V-S L.P., Blackstone Family Investment Partnership (Cayman) V L.P., Blackstone Family Investment Partnership (Cayman) V-A L.P., Blackstone Participation Partnership (Cayman) V L.P., BCP V Co-Investors (Cayman) L.P., Blackstone Firestone Transaction Participation Partners (Cayman) L.P., and Blackstone Firestone Principal Transaction Partners (Cayman) L.P., and their respective Permitted Transferees, in each case only if such Person then owns, directly or through such Person's pro rata share of the Initial Shareholder's ownership in the Company, any Shares.

"Board" shall have the meaning set forth in Section 3.1.

"Bye-laws" shall mean the bye-laws of the Company, as amended from time to time.

"Carlyle Investors" shall mean, as of any date, Carlyle Partners IV Cayman, LP, CPIV Coinvestment Cayman, LP, Carlyle Asia Partners II, LP, CAP II Co-Investment, LP, CEP II Participations, S.a r.l. SICAR, Carlyle Japan Partners, L.P., and CJP Co-Investment, L.P., and their respective Permitted Transferees, in each case only if such Person then owns, directly or through such Person's pro rata share of the Initial Shareholder's ownership in the Company, any Shares.

"Change of Control" shall mean any transaction or series of related transactions (whether by merger, consolidation or sale or transfer of the Shares or assets (including stock of its

Subsidiaries), or otherwise) as a result of which a Person or group (within the meaning of Section 13(d)(3) of the Exchange Act) that is not one of the Sponsors (or any Affiliate of such Sponsor, or any officer, director, or employee of such Sponsor or its Affiliates) obtains beneficial ownership, directly or indirectly, (i) of Shares which represent more then 50% of the total voting power in the Company or (ii) by lease, license, sale or otherwise, of all or substantially all of the assets of the Company and its Subsidiaries on a consolidated basis.

"Closing Date" shall mean the date of the closing of the sale of shares of Shares to the underwriters in the Initial Public Offering;

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

"Confidential Information" shall have the meaning specified in Section 7.3.

"Controlled Company" shall mean a company of which more than 50% of the voting power is beneficially owned by the Initial Shareholder and the Sponsors.

"Creditors' Rights" means applicable bankruptcy, insolvency or other similar Laws relating to or affecting the enforcement of creditors' rights generally and to general principles of equity.

"Damages" means all losses, costs, liabilities, damages, and expenses (including costs of suit and reasonable attorney's fees).

"Director" shall have the meaning set forth in Section 3.1.

"Effective Time" shall mean the closing of the Initial Public Offering.

"Exchange Act" shall mean the U.S. Securities Exchange Act of 1934, as amended, or any similar federal statute then in effect, and a reference to a particular section thereof shall be deemed to include a reference to the comparable section, if any, of any such similar federal statute.

"Governing Documents" shall mean the Memorandum and Bye-laws.

"Governmental Authority" means any: (i) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (ii) federal, state, local, municipal, foreign or other government; or (iii) governmental or quasi governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or entity and any court or other tribunal).

"Information" shall mean the books and records of the Company or any of its direct or indirect Subsidiaries and information relating to their respective properties, operations, financial condition and affairs.

"Initial Public Offering" shall mean the initial underwritten Public Offering of the Company registered on Form S-1 (or any successor form under the Securities Act and the rules promulgated thereunder, as amended from time to time).

"Insider Trading Policy" shall mean the insider trading policy in the agreed form, to be adopted by the Board on behalf of the Company and its direct and indirect Subsidiaries.

"Investor" means the Blackstone Investors, the Carlyle Investors, the Permira Investors and the TPG Investors or any member thereof.

"Investors Agreement" shall mean the Amended and Restated Investors Agreement by and among Freescale Holdings L.P., Freescale Semiconductor Holdings I, Ltd., Freescale Semiconductor Holdings II, Ltd., Freescale Semiconductor Holdings III, Ltd., Freescale Semiconductor Holdings IV Ltd., Freescale Semiconductor Holdings V, Inc., Freescale Semiconductor Inc. and certain Freescale Holdings L.P. Investors and certain Stockholders of Freescale Semiconductor Holdings I, Ltd., dated as of the date hereof.

"Law" means any applicable constitutional provision, statute, act, code (including the United States Internal Revenue Code of 1986, as amended from time to time), law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter of a Governmental Authority and shall include, for the avoidance of any doubt, the Bermuda Companies Act.

"Majority Sponsor Approval" shall mean the written approval of a majority of the Sponsors acting through the Sponsor Designees. For purposes of Majority Sponsor Approval, each Sponsor's Sponsor Designees shall be entitled to one vote regardless of the actual number of Sponsor Designees a Sponsor has available for consideration and voting on such matters.

"Memorandum" shall mean the Memorandum of Association of the Company, as amended from time to time.

"Officer" means any Person designated as an officer of the Company, but such term does not include any Person who has ceased to be an officer of the Company.

"Ownership Percentage" means, as of any date of determination, the quotient of (i) the sum of (x) the number of Shares a Sponsor owns directly or indirectly, or with respect to which such Sponsor has, directly or indirectly, the authority and power to vote pursuant to a power of attorney, proxy or otherwise (in each case excluding the Shares owned by the Initial Shareholder in (y) below); and (y) the number of Shares representing such Sponsor's pro rata share of the Shares owned, directly or indirectly, by the Initial Shareholder, divided by (ii) the total issued and outstanding Shares as of such date of determination, expressed as a percentage.

"Permira Investors" shall mean, as of any date, Permira IV L.P.2, Permira Investments Limited, P4 Co-Investment L.P. and P4 Sub L.P.1, Uberior Co-Investments Limited, European Strategic Partners, European Strategic Partners Scottish B, European Strategic Partners Scottish C, European Strategic Partners 1-LP, ESP Co-investment Limited Partnership, ESP II Conduit LP, ESP 2004 Conduit LP, ESP 2006 Conduit LP, ESP Tidal Reach LP, Edcastle Limited Partnership, North American Strategic Partners, L.P., Rose Nominees Limited a/c 21425, A.S.F. Co-Investment Partners III, L.P., Wilshire U.S. Private Markets Fund VII, L.P., Wilshire Private Markets Short Duration Fund I, L.P. and Partners Group Access III, L.P., Inc., and their respective Permitted Transferees, in each case only if such Person then owns, directly or through such Person's pro rata share of the Initial Shareholder's ownership in the Company, any Shares.

"Permitted Transferee" shall mean, in respect of any Person, (i) any Affiliate of such Person, or (ii) any successor entity or with respect to a Person organized as a trust, any successor trustee or co-trustee of such trust. In addition, any Person shall be a Permitted Transferee of the Permitted Transferees of itself and any member of a Sponsor shall be a Permitted Transferee of any other member of such Sponsor.

"Person" shall mean any natural person, corporation, limited partnership, general partnership, limited liability company, joint stock company, joint venture, association, company, estate, trust, bank trust company, land trust, business trust, or other organization, whether or not a legal entity, custodian, trustee-executor, administrator, nominee or entity in a representative capacity and any government or agency or political subdivision thereof.

"Public Offering" shall mean a public offering and sale of equity securities for cash pursuant to an effective registration statement under the Securities Act and the rules promulgated thereunder, as amended from time to time.

"Registration Rights Agreement" shall mean the Amended and Restated Registration Rights Agreement by and among Freescale Holdings L.P., Freescale Semiconductor Holdings I, Ltd., and certain Freescale Holdings L.P. Investors, dated as of the date hereof.

"Representatives" shall mean such Sponsor's respective directors, managers, officers, partners, members, principals, employees, professional advisers and agents.

"Resign, Resigning or Resignation" means the resignation, withdrawal or retirement of a Director from the Board.

"SEC" means the Securities and Exchange Commission under the Securities Exchange Act of 1934.

"Securities Act" means the U.S. Securities Act of 1933, as amended, or any similar federal statute then in effect, and a reference to a particular section thereof shall be deemed to include a reference to the comparable section, if any, of any such similar federal statute.

"Shares" means common shares, par value $0.01 per share, of the Company.

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

"Sponsor Transaction" means any transaction involving the Company or any of its Subsidiaries, on the one hand, and any of the Sponsors or their Affiliates, on the other hand, with a cost or expected value of $5,000,000 or more.

"Subsidiary" of a Person means (i) any corporation or other entity a majority of the capital stock of which having ordinary voting power to elect a majority of the board of directors or similar body performing such governance functions is at the time owned, directly or indirectly, with power to vote, by such Person or any direct or indirect Subsidiary of such Person or (ii) a partnership in which such Person or any direct or indirect Subsidiary is a general partner.

"TPG Investors" shall mean, as of any date, TPG Partners IV — AIV, L.P., TPG Partners V — AIV, L.P., TPG FOF V-A, L.P. and TPG FOF V-B, L.P., and their respective Permitted Transferees, in each case only if such Person then owns, directly or through such Person's pro rata share of the Initial Shareholder's ownership in the Company, any Shares.

"Transfer" shall mean any sale, pledge, assignment, encumbrance or other transfer or disposition of any Shares to any other Person, whether directly, indirectly, voluntarily, involuntarily, by operation of law, pursuant to judicial process or otherwise. For the avoidance of doubt, it shall constitute a "Transfer" (a) if a transferee is not an individual, a trust or an estate, and the transferor or an Affiliate thereof ceases to control such transferee or (b) with respect to a holder of Shares which was formed for the purpose of holding Shares, there is a Transfer of the equity interests of such holder other than to a Permitted Transferee of such holder or of the party transferring the equity of such holder.

"VCOC Investor" shall have the meaning set forth in Section 10.16.

"Warrant" shall mean that warrant agreement between the Initial Shareholder and the Company dated as of December 1, 2006.

SCHEDULE I
INITIAL BOARD OF DIRECTORS OF THE COMPANY

Name	Title
Chinh E. Chu	Director
Thomas H. Lister	Director
John W. Marren	Director
Paul C. Schorr, IV	Director
Peter Smitham	Director
Gregory L. Summe	Director
Claudius E. Watts IV	Director
Daniel J. Heneghan	Director
J. Daniel McCranie	Director
Richard M. Beyer	Director

SCHEDULE II
AUDIT COMMITTEE MEMBERS

Audit Committee:

Daniel J. Heneghan (Chair)
Thomas H. Lister
Claudius E. Watts IV
J. Daniel McCranie
Paul C. Schorr, IV

SCHEDULE III
NOMINATING AND CORPORATE GOVERNANCE COMMITTEE MEMBERS

Nominating and Corporate Governance Committee:

Chinh Chu
John W. Marren
Peter Smitham
Claudius E. Watts IV

SCHEDULE IV
COMPENSATION COMMITTEE MEMBERS

Compensation Committee:
Peter Smitham (Chair)
Gregory L. Summe
Chinh Chu
John W. Marren

SCHEDULE V
FINANCE COMMITTEE MEMBERS

Finance Committee:
Thomas H. Lister (Chair)
Claudius E. Watts IV
John W. Marren
Chinh Chu
Daniel J. Heneghan

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

by and among

Freescale Holdings L.P.

Freescale Semiconductor Holdings I, Ltd.

and

Certain Freescale Holdings L.P. Investors

Dated as of June 1, 2011

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AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (this "Agreement"), dated as of June 1, 2011, is by and among Freescale Holdings L.P., a Cayman Islands exempted limited partnership ("Freescale Holdings"), Freescale Semiconductor Holdings I, Ltd., a Bermuda exempted limited liability company (the "Corporation"), and each of the parties listed on Annex A (as such Annex A is updated and amended pursuant to Section 12(d) hereof, and together with Freescale Holdings, the "Shareholders"). This Agreement shall become effective upon the Effective Time.

WHEREAS, the Shareholders were party to that Registration Rights Agreement, dated December 1, 2006 (the "Prior Agreement");

WHEREAS, pursuant to Section 12(b) of the Prior Agreement, the Requisite Holders desire to amend and restate the Prior Agreement on the terms set forth herein;

WHEREAS, the Shareholders and the Corporation are parties to that certain Amended and Restated Exempted Limited Partnership Agreement, dated as of February 11, 2008, as the same may hereafter be amended from time to time (the "Partnership Agreement") and/or the Amended and Restated Investors Agreement, dated as of the date hereof, as the same may hereafter be amended from time to time (the "Investors Agreement");

WHEREAS, the Corporation has filed a registration statement on Form S-1 with respect to an underwritten public offering of its common shares, par value $0.01 per share ("Common Stock") (the "Initial Public Offering"); and

WHEREAS, the parties hereto desire that the Corporation provide the Shareholders with registration rights with respect to the Registrable Securities (as defined below), as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Definitions. As used in this Agreement, the following terms shall have the following meanings, and terms used herein but not otherwise defined herein shall have the meanings assigned to them in the Partnership Agreement:

"Blackstone Investors" shall mean, as of any date, Blackstone Capital Partners (Cayman) V L.P., Blackstone Capital Partners (Cayman) V-A L.P., BCP (Cayman) V-S L.P., Blackstone Family Investment Partnership (Cayman) V L.P., Blackstone Family Investment Partnership (Cayman) V-A L.P., Blackstone Participation Partnership (Cayman) V L.P., BCP V Co-Investors (Cayman) L.P., Blackstone Firestone Transaction Participation Partners (Cayman) L.P., and Blackstone Firestone Principal Transaction Partners (Cayman) L.P., and their respective Permitted Transferees, in each case only if such Person then owns any Interests in Freescale Holdings or owns, directly or indirectly through such Person's pro rata share of Freescale Holdings' ownership in the Corporation, shares of Common Stock of the Corporation, as applicable.

"Carlyle Investors" shall mean, as of any date, Carlyle Partners IV Cayman, LP, CPIV Coinvestment Cayman, LP, Carlyle Asia Partners II, LP, CAP II Co-Investment, LP, CEP II Participations, S.a r.l. SICAR, Carlyle Japan Partners, L.P., and CJP Co-Investment, L.P., and their respective Permitted Transferees, in each case only if such Person then owns any Interests in Freescale Holdings or owns, directly or indirectly through such Person's pro rata share of Freescale Holdings' ownership in the Corporation, shares of Common Stock of the Corporation, as applicable.

"Common Stock" shall have the meaning set forth in the Recitals.

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

"Corporation Shareholders' Agreement" shall mean the Shareholders' Agreement, of even date herewith, among the Corporation, Freescale Holdings and the other parties thereto.

"Demand Notice" shall have the meaning set forth in Section 3(a) hereof.

"Demand Registration" shall have the meaning set forth in Section 3(a) hereof.

"Effective Time" shall mean the closing of the Initial Public Offering.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and any successor statute thereto and the rules and regulations of the SEC promulgated thereunder.

"GP Shareholders' Agreement" shall mean the Amended and Restated Shareholders' Agreement, of even date herewith, among Freescale Holdings GP, Ltd. and the shareholders of Freescale Holdings GP, Ltd. listed therein.

"Initial Public Offering" shall have the meaning set forth in the Recitals.

"Interests" shall mean an interest in Freescale Holdings, including the right of the holder thereof to any and all benefits to which a holder thereof may be entitled as provided in the Partnership Agreement together with the obligations of a holder thereof to comply with all the terms and provisions of the Partnership Agreement. The term "Interest" shall include Class A Interests and the Class B Interests.

"Losses" shall have the meaning set forth in Section 8 hereof.

"Majority Blackstone Investors" shall mean, as of any date, the holders of a Majority in Interest of the Interests and shares of Common Stock, as applicable, held by the Blackstone Investors.

"Majority Carlyle Investors" shall mean, as of any date, the holders of a Majority in Interest of the Interests and shares of Common Stock, as applicable, held by the Carlyle Investors.

"Majority in Interest" shall mean with respect to a group of Interests and shares of Common Stock, a majority in number of such Interests and shares of Common Stock.

"Majority Permira Investors" shall mean, as of any date, the holders of a Majority in Interest of the Interests and shares of Common Stock, as applicable, held by the Permira Investors.

"Majority TPG Investors" shall mean, as of any date, the holders of a Majority in Interest of the Interests and shares of Common Stock, as applicable, held by the TPG Investors.

"Options" shall mean any options to subscribe for, purchase or otherwise directly acquire Common Stock of the Corporation, other than any such option held by Freescale Holdings, the Corporation or any direct or indirect subsidiary thereof.

"Ownership Percentage" means, as of any date of determination, the quotient of (i) the sum of (x) the number of shares of Common Stock a Principal Investor owns directly or indirectly, or with respect to which such Principal Investor has, directly or indirectly, the authority and power to vote pursuant to a power of attorney, proxy or otherwise (in each case excluding the shares of Common Stock owned by Freescale Holdings in (y) below); and (y) the number of shares of Common Stock representing such Principal Investor's pro rata share of the shares of Common Stock owned, directly or indirectly, by Freescale Holdings, divided by (ii) the total issued and outstanding shares of Common Stock as of such date of determination, expressed as a percentage.

"Permira Investors" shall mean, as of any date, Permira IV L.P.2, Permira Investments Limited, P4 Co-Investment L.P. and P4 Sub L.P.1, Uberior Co-Investments Limited, European Strategic Partners, European Strategic Partners Scottish B, European Strategic Partners Scottish C, European Strategic Partners 1-LP, ESP Co-investment Limited Partnership, ESP II Conduit LP, ESP 2004 Conduit LP, ESP 2006 Conduit LP, ESP Tidal Reach LP, Edcastle Limited Partnership, North American Strategic Partners, L.P., Rose Nominees Limited a/c 21425, A.S.F. Co-Investment Partners III, L.P., Wilshire U.S. Private Markets Fund VII, L.P., Wilshire Private Markets Short Duration Fund I, L.P. and Partners Group Access III, L.P., Inc., and their respective Permitted Transferees, in each case only if such Person then owns any Interests in Freescale Holdings or owns, directly or indirectly through such Person's pro rata share of Freescale Holdings' ownership in the Corporation, shares of Common Stock of the Corporation, as applicable.

"Person" shall mean any natural person, corporation, limited partnership, general partnership, limited liability company, joint stock company, joint venture, association, company, estate, trust, bank trust company, land trust, business trust, or other organization, whether or not a legal entity, custodian, trustee-executor, administrator, nominee or entity in a representative capacity and any government or agency or political subdivision thereof.

"Piggyback Notice" shall have the meaning set forth in Section 4(a) hereof.

"Piggyback Registration" shall have the meaning set forth in Section 4(a) hereof.

"Principal Investor" shall mean each of the Blackstone Investors, the Carlyle Investors, the Permira Investors and the TPG Investors, and collectively referred to as the "Principal Investors".

"Principal Investor Groups" shall mean the (a) the Blackstone Investors, collectively, (b) the Carlyle Investors, collectively, (c) the Permira Investors, collectively, and (d) the TPG Investors, collectively; provided, however, that any such Principal Investor Group shall cease to be a Principal Investor Group at such time as such Principal Investor Group ceases to have an Ownership Percentage of at least 2.8%. Where this Agreement provides for the vote, consent or approval of any Principal Investor Group, such vote, consent or approval shall be determined by the Majority Blackstone Investors, the Majority Carlyle Investors, the Majority Permira Investors, or the Majority TPG Investors, as the case may be, except as otherwise specifically set forth herein.

"Proceeding" shall mean an action, claim, suit, arbitration or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"Prospectus" shall mean the prospectus included in any Registration Statement (including, without limitation, a prospectus that discloses information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement or any issuer free writing prospectus (as defined in Rule 433 under the Securities Act), with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such prospectus.

"Public Offering" shall mean a public offering and sale of equity securities for cash pursuant to an effective registration statement under the Securities Act.

"Registrable Securities" shall mean (a) all shares of Common Stock (other than shares received under a grant of restricted stock units) held by a Shareholder at the Effective Time (provided, that each Shareholder shall also be deemed to hold all shares of Common Stock owned indirectly through such Shareholder's pro rata share of Freescale Holdings' ownership in the Corporation), (b) all shares of Common Stock received in an Exchange pursuant to Section 3.3 of the Investors Agreement, (c) all shares of Common Stock received upon exercise of Options, and (d) all shares of Common Stock issued pursuant to the exercise of the warrant between Freescale Holdings and the Corporation, dated as of December 1, 2006. As to any particular Registrable Securities, once issued such securities shall cease to be Registrable Securities when (i) they are sold pursuant to an effective Registration Statement under the Securities Act, (ii) they are sold pursuant to Rule 144 (or any successor provision to such Rule) under the Securities Act, (iii) they shall have ceased to be outstanding or (iv) they have been sold in a private transaction in which the transferor's rights under this Agreement are not assigned to the transferee of the securities.

"Registration Statement" shall mean any registration statement of the Corporation under the Securities Act, including a Resale Shelf Registration Statement, which permits the public offering of any of the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus, amendments and supplements to such registration statement, including post-effective amendments, all exhibits and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

"Related Group" shall mean, with respect to any 144 measurement period, all holders of Registrable Securities other than those (a) who have agreed to forego their full pro rata share of the Rule 144 group limit in accordance with the last sentence of Section 9(c)(i), (b) who have opted out of 144 Coordination pursuant to Section 9(c)(iii) or (c) who have been excluded from the provisions of Section 9(b) through 9(g) pursuant to the last sentence of Section 9(h), unless, in each case, such person's sales of Registrable Securities are required to be aggregated with sales of Registrable Securities of all holders of Registrable Securities not described in clauses (a) through (c) of this definition for purposes of clauses (e)(1) or (2) of Rule 144.

"Requisite Holders" shall mean a majority of the Principal Investor Groups.

"Rule 144" shall mean Rule 144 under the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC.

"SEC" shall mean the Securities and Exchange Commission or any successor agency having jurisdiction under the Securities Act.

"Securities Act" shall mean the Securities Act of 1933, as amended, and any successor statute thereto and the rules and regulations of the SEC promulgated thereunder.

"Shareholders' Agreements" shall mean, collectively, the Corporation Shareholders' Agreement and the GP Shareholders' Agreement.

"TPG Investors" shall mean, as of any date, TPG Partners IV — AIV, L.P., TPG Partners V — AIV, L.P., TPG FOF V-A, L.P. and TPG FOF V-B, L.P., and their respective Permitted Transferees, in each case only if such Person then owns any Interests in Freescale Holdings or owns, directly or indirectly through such Person's pro rata share of Freescale Holdings' ownership in the Corporation, shares of Common Stock of the Corporation, as applicable.

"underwritten registration" or "underwritten offering" shall mean a registration in which securities of the Corporation are sold to an underwriter for reoffering to the public.

Section 2. Holders of Registrable Securities. A Person is deemed, and shall only be deemed, to be a holder of Registrable Securities if such Person owns, directly or indirectly through Freescale Holdings, Registrable Securities or has a right to acquire such Registrable Securities and such Person is a Shareholder.

Section 3. Demand Registrations.

(a) Requests for Registration.

(i) Following the expiration of the underwriter lock-up period applicable to the Initial Public Offering, the Requisite Holders shall have the right by delivering a written notice to the Corporation (a "Demand Notice") to require the Corporation to register, pursuant to the terms of this Agreement under and in accordance with the provisions of the Securities Act, the number of Registrable Securities requested to be so registered pursuant to the terms of this Agreement (a "Demand Registration"); provided, however, that a Demand Notice may only be made if the sale of the Registrable Securities requested to be registered by the Requisite Holders delivering such Demand Notice is reasonably expected to result in aggregate gross cash proceeds in excess of $100,000,000. Following receipt of a Demand Notice for a Demand Registration, the Corporation shall use its reasonable best efforts to file a Registration Statement as promptly as practicable, but not later than 30 days after such Demand Notice, and shall use its reasonable best efforts to cause such Registration Statement to be declared effective under the Securities Act as promptly as practicable after the filing thereof.

(ii) The Requisite Holders shall be entitled to unlimited Demand Registrations, any of which may involve an underwritten offering.

(iii) At any time when the Corporation is eligible to utilize Form S-3 or a successor form to sell shares in a secondary offering on a delayed or continuous basis in accordance with Rule 415 under the Securities Act, any Demand Registration may be for a "shelf" registration with respect to the resale of Registrable Securities ("Resale Shelf Registration") by Shareholders electing to participate in the Resale Shelf Registration on an appropriate form for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act (the "Resale Shelf Registration Statement") and permitting registration of such Registrable Securities for resale by such Shareholders in accordance with the methods of distribution elected by such Shareholders and set forth in the Resale Shelf Registration Statement. At the time the Resale Shelf Registration Statement is declared effective, each Shareholder that has delivered to the Corporation the information required by Section 6(b) on or prior to the date which is ten (10) business days prior to such time of effectiveness shall be named as a selling securityholder in the Resale Shelf Registration Statement and the related prospectus in such a manner as to permit such Shareholder to deliver such prospectus to purchasers of Registrable Securities in accordance with applicable law.

(iv) Within 10 days after receipt by the Corporation of a Demand Notice, the Corporation shall give written notice (the "Notice") of such Demand Notice to all other holders of Registrable Securities and shall, subject to the provisions of Section 3(b) hereof, include in such registration all Registrable Securities with respect to which the Corporation received written requests for inclusion therein within 10 days after such Notice is given by the Corporation to such holders.

(v) All requests made pursuant to this Section 3 will specify the number of Registrable Securities to be registered and the intended methods of disposition thereof.

(vi) (A) Subject to Section 3(c), the Corporation shall be required to maintain the effectiveness of the Registration Statement with respect to any Demand Registration (other than a Resale Shelf Registration Statement in connection with a Resale Shelf Registration) for a period of at least 180 days after the effective date thereof or such shorter period in which all Registrable Securities included in such Registration Statement have actually been sold; provided, however, that such period shall be extended for a period of time equal to the period the holder of Registrable Securities refrains from selling any securities included in such registration at the request of an underwriter of the Corporation or the Corporation pursuant to the provisions of this Agreement.

(B) Subject to Section 3(c), the Corporation shall be required to maintain the effectiveness of a Resale Shelf Registration Statement continuously effective for a period ending when all Registrable Securities covered by the Resale Shelf Registration Statement are no longer Registrable Securities. The Requisite Holders shall have the right to request that an underwritten offering be effected off the Resale Shelf Registration at any time; provided such underwritten offering is reasonably expected to result in aggregate gross cash proceeds in excess of $100,000,000.

(b) Priority on Demand Registration. If any of the Registrable Securities registered pursuant to a Demand Registration are to be sold in a firm commitment underwritten offering, and the managing underwriter or underwriters advise the holders of such securities in writing that in its view the total number or dollar amount of Registrable Securities proposed to be sold in such offering is such as to adversely affect the success of such offering (including, without limitation, securities proposed to be included by other holders of securities entitled to include securities in such Registration Statement pursuant to incidental or piggyback registration rights), then there shall be included in such firm commitment underwritten offering the number or dollar amount of Registrable Securities that in the opinion of such managing underwriter can be sold without adversely affecting such offering, and such number of Registrable Securities shall be allocated as follows:

(i) first, pro rata among the holders of Registrable Securities on the basis of the percentage of the Registrable Securities requested to be included in such Registration Statement by such holders; and

(ii) second, the securities for which inclusion in such Demand Registration, as the case may be, was requested by the Corporation.

(c) Postponement of Demand Registration. The Corporation shall be entitled to postpone (but not more than once in any 12-month period), for a reasonable period of time not in excess of 60 days, the filing of a Registration Statement (or suspend the use of a Registration Statement) if the Corporation delivers to the holders requesting registration (or participating in a Resale Shelf Registration) a certificate signed by both the chief executive officer and chief financial officer of the Corporation certifying that, in the good faith judgment of the board of directors of the Corporation, such registration and offering (or sales pursuant to the Resale Shelf Registration Statement) would reasonably be expected to materially adversely affect or materially interfere with any bona fide material financing of the Corporation or any material transaction under consideration by the Corporation or would require disclosure of information that has not been disclosed to the public, the premature disclosure of which would materially adversely affect the Corporation. Such certificate shall contain a statement of the reasons for such postponement or suspension and an approximation of the anticipated delay. The holders receiving such certificate shall keep the information contained in such certificate confidential subject to the same terms set forth in Section 6(a)(xvi).

Section 4. Piggyback Registration.

(a) Right to Piggyback. If the Corporation proposes to file a registration statement under the Securities Act with respect to an offering of Common Stock by and for the account of the Corporation (other than a registration statement (i) on Form S-4, Form S-8 or any successor forms thereto or (ii) filed solely in connection with an exchange offer or any employee benefit or dividend reinvestment plan), or any shareholder of the Corporation, then, each such time, the Corporation shall give prompt written notice of such filing not later than ten (10) days following the initial filing date (the "Piggyback Notice") to all of the holders of Registrable Securities. The Piggyback Notice shall offer such holders the opportunity to include in such registration statement the number of Registrable Securities as each such holder may request (a "Piggyback Registration"). Subject to Section 4(b) hereof, the Corporation shall include in each such Piggyback Registration all Registrable Securities with respect to which the Corporation has received written requests for inclusion therein within ten (10) days after notice has been given to the applicable holder. The eligible holders of Registrable Securities shall be permitted to withdraw all or part of the Registrable Securities from a Piggyback Registration at any time prior to the effective date of such Piggyback Registration. The Corporation shall not be required to maintain the effectiveness of the Registration Statement for a Piggyback Registration beyond the earlier to occur of (i) 180 days after the effective date thereof and (ii) consummation of the distribution by the holders of the Registrable Securities included in such Registration Statement.

(b) Priority on Piggyback Registrations. The Corporation shall use reasonable efforts to cause the managing underwriter or underwriters of a proposed underwritten offering to permit holders of Registrable Securities requested to be included in the registration for such offering to include all such Registrable Securities on the same terms and conditions as any other shares of capital stock, if any, of the Corporation included therein. Notwithstanding

the foregoing, if the managing underwriter or underwriters of such underwritten offering have informed the Corporation in writing that it is their good faith opinion that the total amount of securities that such holders, the Corporation and any other Persons having rights to participate in such registration, intend to include in such offering is such as to adversely affect the success of such offering, then the amount of securities to be offered (i) for the account of holders of Registrable Securities and (ii) for the account of all such other Persons (other than the Corporation) shall be reduced to the extent necessary to reduce the total amount of securities to be included in such offering to the amount recommended by such managing underwriter or underwriters by first reducing, or eliminating if necessary, all securities of the Corporation requested to be included by such other Persons (other than the Corporation and holders of Registrable Securities) and then, if necessary, reducing the securities requested to be included by members of the Principal Investor Groups requesting such registration, pro rata among such holders on the basis of the percentage of the Registrable Securities requested to be included in such Registration Statement by such members of the Principal Investor Groups, and then, if necessary, reducing the securities requested to be included by all other holders of Registrable Securities requesting such registration pro rata among such holders on the basis of the percentage of the Registrable Securities requested to be included in such Registration Statement by such holders.

(c) Notwithstanding anything to the contrary herein, the inclusion of any Registrable Securities held directly by Freescale Holdings shall be subject to the terms and conditions of the Shareholders' Agreements.

Section 5. Restrictions on Public Sale by Holders of Registrable Securities. Each Shareholder agrees to comply with the provisions of Section 4 of the Investors Agreement as an "Interest Holder" or "Stockholder" as though such Section were set forth herein. No holder of Registrable Securities will Transfer any equity securities of Freescale Holdings or the Corporation, or any of their respective subsidiaries, or any securities convertible into or exercisable or exchangeable for such equity securities pursuant to a waiver from a lock-up agreement described in Section 4 of the Investors Agreement unless the benefit of such waiver is extended in a pro rata manner to all holders of Registrable Securities.

Section 6. Registration Procedures.

(a) If and whenever the Corporation is required to use its reasonable best efforts to effect the registration of any Registrable Securities under the Securities Act as provided in Section 3 and Section 4 hereof, the Corporation shall effect such registration to permit the sale of such Registrable Securities in accordance with the intended method or methods of disposition thereof, and pursuant thereto the Corporation shall cooperate in the sale of the securities and shall, as expeditiously as possible:

(i) Prepare and file with the SEC a Registration Statement or Registration Statements on such form which shall be available for the sale of the Registrable Securities by the holders thereof or the Corporation in accordance with the intended method or methods of distribution thereof, and use its

reasonable best efforts to cause such Registration Statement to become effective and to remain effective as provided herein; provided, however, that before filing a Registration Statement (other than in connection with a Piggyback Registration initial filing) or Prospectus or any amendments or supplements thereto (including documents that would be incorporated or deemed to be incorporated therein by reference but excluding any amendment or supplement solely to add or change selling stockholders named therein), the Corporation shall furnish or otherwise make available to the holders of the Registrable Securities covered by such Registration Statement, their counsel and the managing underwriters, if any, copies of all such documents proposed to be filed, which documents will be subject to the reasonable review and comment of such counsel, and such other documents reasonably requested by such counsel, including any comment letter from the SEC, and, if requested by such counsel, provide such counsel reasonable opportunity to participate in the preparation of such Registration Statement and each Prospectus included therein and such other opportunities to conduct a reasonable investigation within the meaning of the Securities Act, including reasonable access to the Corporation's books and records, officers, accountants and other advisors. The Corporation shall not file any such Registration Statement or Prospectus or any amendments or supplements thereto (including such documents that, upon filing, would be incorporated or deemed to be incorporated by reference therein) with respect to a Demand Registration to which the holders of a majority of the Registrable Securities covered by such Registration Statement, their counsel, or the managing underwriters, if any, shall reasonably object, in writing, on a timely basis, unless, in the opinion of the Corporation, such filing is necessary to comply with applicable law.

(ii) Prepare and file with the SEC such amendments and post-effective amendments to each Registration Statement as may be necessary to keep such Registration Statement continuously effective during the applicable period provided herein and comply in all material respects with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement; and cause the related Prospectus to be supplemented by any Prospectus supplement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of the securities covered by such Registration Statement, and as so supplemented to be filed pursuant to Rule 424 (or any similar provisions then in force) under the Securities Act.

(iii) Notify each selling holder of Registrable Securities, its counsel and the managing underwriters, if any, promptly, and (if requested by any such Person) confirm such notice in writing, (1) when a Prospectus or any Prospectus supplement or post-effective amendment has been filed, and, with respect to a Registration Statement or any post-effective amendment, when the same has become effective, (2) of any request by the SEC or any other Federal or state governmental authority for amendments or supplements to a Registration Statement or related Prospectus or for additional information, (3) of the issuance

by the SEC of any stop order suspending the effectiveness of a Registration Statement or the initiation of any proceedings for that purpose, (4) if at any time the representations and warranties of the Corporation contained in any agreement (including any underwriting agreement) contemplated by Section 6(a)(xv) below cease to be true and correct, (5) of the receipt by the Corporation of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose, and (6) of the happening of any event that makes any statement made in such Registration Statement or related Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires the making of any changes in such Registration Statement, Prospectus or documents so that, in the case of the Registration Statement, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, not misleading, and that in the case of the Prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(iv) Use its reasonable best efforts to obtain the withdrawal of any order suspending the effectiveness of a Registration Statement, or the lifting of any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction at the reasonably earliest practical date.

(v) If requested by the managing underwriters, if any, or the holders of a majority of the then outstanding Registrable Securities being sold in connection with an underwritten offering, or the Shareholders participating in a Resale Shelf Registration, promptly include in a Prospectus supplement or post-effective amendment such information as the managing underwriters, if any, and such holders or Shareholders may reasonably request in order to permit the intended method of distribution of such securities and make all required filings of such Prospectus supplement or such post-effective amendment as soon as practicable after the Corporation has received such request; provided, however, that the Corporation shall not be required to take any actions under this Section 6(a)(v) that are not, in the opinion of counsel for the Corporation, in compliance with applicable law.

(vi) Furnish or make available to each selling holder of Registrable Securities, its counsel and each managing underwriter, if any, without charge, at least one conformed copy of the Registration Statement, the Prospectus and Prospectus supplements, if applicable, and each post-effective amendment thereto, including financial statements (but excluding schedules, all documents incorporated or deemed to be incorporated therein by reference, and all exhibits, unless requested in writing by such holder, counsel or underwriter).

(vii) Deliver to each selling holder of Registrable Securities, its counsel, and the underwriters, if any, without charge, as many copies of the Prospectus or Prospectuses (including each form of Prospectus) and each amendment or supplement thereto as such Persons may reasonably request in connection with the distribution of the Registrable Securities; and the Corporation, subject to Section 6(c), hereby consents to the use of such Prospectus and each amendment or supplement thereto by each of the selling holders of Registrable Securities and the underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any such amendment or supplement thereto.

(viii) Prior to any public offering of Registrable Securities, use its reasonable best efforts to register or qualify or cooperate with the selling holders of Registrable Securities, the underwriters, if any, and their respective counsel in connection with the registration or qualification (or exemption from such registration or qualification) of such Registrable Securities for offer and sale under the securities or "Blue Sky" laws of such jurisdictions within the United States as any seller or underwriter reasonably requests in writing and to keep each such registration or qualification (or exemption therefrom) effective during the period such Registration Statement is required to be kept effective and to take any other action that may be necessary or advisable to enable such holders of Registrable Securities to consummate the disposition of such Registrable Securities in such jurisdiction; provided, however, that the Corporation will not be required to (1) qualify generally to do business in any jurisdiction where it is not then so qualified or (2) take any action that would subject it to general service of process in any such jurisdiction where it is not then so subject.

(ix) Cooperate with the selling holders of Registrable Securities and the managing underwriters, if any, to facilitate the timely preparation and delivery of certificates (not bearing any legends) representing Registrable Securities to be sold after receiving written representations from each holder of such Registrable Securities that the Registrable Securities represented by the certificates so delivered by such holder will be transferred in accordance with the Registration Statement, and enable such Registrable Securities to be in such denominations and registered in such names as the managing underwriters, if any, or holders may request at least two (2) business days prior to any sale of Registrable Securities in a firm commitment public offering, but in any other such sale, within ten (10) business days prior to having to issue the securities.

(x) Use its reasonable best efforts to cause the Registrable Securities covered by the Registration Statement to be registered with or approved by such

other governmental agencies or authorities within the United States, except as may be required solely as a consequence of the nature of such selling holder's business, in which case the Corporation will cooperate in all reasonable respects with the filing of such Registration Statement and the granting of such approvals, as may be necessary to enable the seller or sellers thereof or the underwriters, if any, to consummate the disposition of such Registrable Securities.

(xi) Upon the occurrence of any event contemplated by Section 6(a)(iii)(6) above, prepare a supplement or post-effective amendment to the Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Securities being sold thereunder, such Prospectus will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(xii) Prior to the effective date of the Registration Statement relating to the Registrable Securities, provide a CUSIP number for the Registrable Securities.

(xiii) Provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by such Registration Statement from and after a date not later than the effective date of such Registration Statement.

(xiv) Use its reasonable best efforts to cause all shares of Registrable Securities covered by such Registration Statement to be authorized to be listed on The New York Stock Exchange or any other securities exchange on which shares of the particular class of Registrable Securities are at that time qualified or listed.

(xv) Enter into such agreements (including an underwriting agreement in form, scope and substance as is customary in underwritten offerings) and take all such other actions reasonably requested by the holders of a majority of the Registrable Securities being sold in connection therewith (including those reasonably requested by the managing underwriters, if any) to expedite or facilitate the disposition of such Registrable Securities, and with respect to an underwritten registration, (1) make such representations and warranties to the holders of such Registrable Securities and the underwriters with respect to the business of the Corporation and its subsidiaries, and the Registration Statement, Prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, in form, substance and scope as are customarily made by issuers to underwriters in underwritten offerings, and, if true, confirm the same if and when requested, (2) use its reasonable best efforts to furnish to the selling holders of such Registrable Securities opinions of counsel to the

Corporation and updates thereof (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to the managing underwriters and counsels to the selling holders of the Registrable Securities), addressed to each selling holder of Registrable Securities and each of the underwriters covering the matters customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such counsel and underwriters, (3) use its reasonable best efforts to obtain "cold comfort" letters and updates thereof from the independent certified public accountants of the Corporation (and, if necessary, any other independent certified public accountants of any subsidiary of the Corporation or of any business acquired by the Corporation for which financial statements and financial data are, or are required to be, included in the Registration Statement) who have certified the financial statements included in such Registration Statement, addressed to each selling holder of Registrable Securities (unless such accountants shall be prohibited from so addressing such letters by applicable standards of the accounting profession) and each of the underwriters, if any, such letters to be in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with underwritten offerings, (4) if an underwriting agreement is entered into, the same shall contain indemnification provisions and procedures substantially to the effect set forth in Section 8 hereof with respect to all parties to be indemnified pursuant to said Section and (5) deliver such documents and certificates as may be reasonably requested by the holders of a majority of the Registrable Securities being sold, their counsel and the managing underwriters to evidence the continued validity of the representations and warranties made pursuant to Section 6(a)(xv)(1) above and to evidence compliance with any customary conditions contained in the underwriting agreement or other agreement entered into by the Corporation. The above shall be done at each closing under such underwriting or similar agreement, or as and to the extent required thereunder.

(xvi) Make available for inspection by a representative of the selling holders of Registrable Securities, any underwriter participating in any such disposition of Registrable Securities, if any, and any attorneys or accountants retained by such selling holders or underwriter, at the offices where normally kept, during reasonable business hours, all financial and other records, pertinent corporate documents and properties of the Corporation and its subsidiaries, and cause the officers, directors and employees of the Corporation and its subsidiaries to supply all information in each case reasonably requested by any such representative, underwriter, attorney or accountant in connection with such Registration Statement; provided, however, that any information that is not generally publicly available at the time of delivery of such information shall be kept confidential by such Persons unless (1) disclosure of such information is required by court or administrative order, (2) disclosure of such information, in the opinion of counsel to such Person, is required by law, or (3) such information becomes generally available to the public other than as a result of a disclosure or failure to safeguard by such Person. In the case of a proposed disclosure pursuant

to (1) or (2) above, such Person shall be required to give the Corporation written notice of the proposed disclosure prior to such disclosure and, if requested by the Corporation, assist the Corporation in seeking to prevent or limit the proposed disclosure. Without limiting the foregoing, no such information shall be used by such Person as the basis for any market transactions in securities of the Corporation or its subsidiaries in violation of law.

(xvii) Cause its officers to use their reasonable best efforts to support the marketing of the Registrable Securities covered by the Registration Statement (including, without limitation, participation in "road shows") taking into account the Corporation's business needs.

(xviii) Otherwise comply in all material respects with all applicable rules and regulations under the Securities Act, including making available to its security holders an earnings statement covering at least 12 months which shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any similar provision then in force).

(xix) If required by applicable law, subject to the terms and conditions hereof, after effectiveness of a Resale Shelf Registration Statement, the Company shall file a supplement to such prospectus or amendment to the Resale Shelf Registration Statement not less than once a quarter as necessary to name as selling securityholders therein any Shareholder that provides to the Company the information required by Section 6(b) hereof and shall use reasonable efforts to cause any post-effective amendment to such Resale Shelf Registration Statement filed for such purpose to be declared effective by the SEC as promptly as reasonably practicable after the filing thereof.

(xx) The Corporation shall prepare and file such additional registration statements as necessary every three years (or such other period of time as may be required to maintain continuously effective shelf registration statements) and use its commercially reasonable efforts to cause such registration statements to be declared effective by the SEC so that a shelf registration statement remains continuously effective, subject to Section 3(c), with respect to resales of Registrable Securities as and for the periods required under Section 3(a)(vi)(B), such subsequent registration statements to constitute a Resale Shelf Registration Statement hereunder.

(b) The Corporation may require each seller of Registrable Securities as to which any registration is being effected to furnish to the Corporation in writing such information required in connection with such registration regarding such seller and the distribution of such Registrable Securities as the Corporation may, from time to time, reasonably request in writing and the Corporation may exclude from such registration the Registrable Securities of any seller who unreasonably fails to furnish such information within a reasonable time after receiving such request.

(c) Each holder of Registrable Securities agrees if such holder has Registrable Securities covered by such Registration Statement that, upon receipt of any notice from the Corporation of the happening of any event of the kind described in Section 6(a)(iii)(2), 6(a)(iii)(3), 6(a)(iii)(4) or 6(a)(iii)(5) hereof, such holder will forthwith discontinue disposition of such Registrable Securities covered by such Registration Statement or Prospectus until such holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 6(a)(xi) hereof, or until it is advised in writing by the Corporation that the use of the applicable Prospectus may be resumed, and has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such Prospectus; provided, however, that the Corporation shall extend the time periods under Section 3 with respect to the length of time that the effectiveness of a Registration Statement must be maintained by the amount of time the holder is required to discontinue disposition of such securities.

Section 7. Registration Expenses.

(a) All reasonable fees and expenses incident to the performance of or compliance with this Agreement by the Corporation (including, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses (A) with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc. and (B) of compliance with securities or Blue Sky laws, including, without limitation, any fees and disbursements of counsel for the underwriters in connection with Blue Sky qualifications of the Registrable Securities pursuant to Section 6(a)(viii)), (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities in a form eligible for deposit with The Depository Trust Company and of printing Prospectuses if the printing of Prospectuses is requested by the managing underwriters, if any, or by the holders of a majority of the Registrable Securities included in any Registration Statement), (iii) messenger, telephone and delivery expenses of the Corporation, (iv) fees and disbursements of counsel for the Corporation, (v) expenses of the Corporation incurred in connection with any road show, (vi) fees and disbursements of all independent certified public accountants referred to in Section 6(a)(xv)(3) hereof (including, without limitation, the expenses of any "cold comfort" letters required by this Agreement) and any other persons, including special experts retained by the Corporation, and (vii) fees and disbursements of one counsel for the holders of Registrable Securities whose shares are included in a Registration Statement, which counsel shall be selected by the requesting Requisite Holders if such Registration Statement is pursuant to a Demand Registration and otherwise by the holders of a majority of the Registrable Securities included in such Registration Statement) shall be borne by the Corporation whether or not any Registration Statement is filed or becomes effective. In addition, the Corporation shall pay its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit, the fees and expenses incurred in connection with the listing of the securities to be registered on any securities exchange on which similar securities issued by the Corporation are then listed and rating agency fees and the fees and expenses of any Person, including special experts, retained by the Corporation.

(b) The Corporation shall not be required to pay (i) fees and disbursements of any counsel retained by any holder of Registrable Securities or by any underwriter (except as set forth in Sections 7(a)(i)(B) and 7(a) (vii)), (ii) any underwriter's fees (including discounts, commissions or fees of underwriters, selling brokers, dealer managers or similar securities industry professionals) relating to the distribution of the Registrable Securities (other than with respect to Registrable Securities sold by the Corporation), or (iii) any other expenses of the holders of Registrable Securities not specifically required to be paid by the Corporation pursuant to Section 7(a).

Section 8. Indemnification.

(a) Indemnification by the Corporation. The Corporation shall, without limitation as to time, indemnify and hold harmless, to the fullest extent permitted by law, each holder of Registrable Securities whose Registrable Securities are covered by a Registration Statement or Prospectus, the officers, directors, partners, members, managers, shareholders, accountants, attorneys, agents and employees of each of them, each Person who controls each such holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, partners, members, managers, shareholders, accountants, attorneys, agents and employees of each such controlling person, each underwriter, if any, and each Person who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) such underwriter, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, costs of preparation and reasonable attorneys' fees and any legal or other fees or expenses incurred by such party in connection with any investigation or Proceeding), expenses, judgments, fines, penalties, charges and amounts paid in settlement (collectively, "Losses"), as incurred, arising out of or based upon any untrue statement (or alleged untrue statement) of a material fact contained in any Prospectus, offering circular, or other document (including any related Registration Statement, notification, or the like) incident to any such registration, qualification, or compliance, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by the Corporation of the Securities Act or any rule or regulation thereunder applicable to the Corporation and relating to action or inaction required of the Corporation in connection with any such registration, qualification, or compliance, and will reimburse each such holder, each of its officers, directors, partners, members, managers, shareholders, accountants, attorneys, agents and employees and each person controlling such holder, each such underwriter, and each person who controls any such underwriter, for any legal and any other expenses reasonably incurred in connection with investigating and defending or settling any such claim, loss, damage, liability, or action, provided that the Corporation will not be liable in any such case to the extent that any such claim, loss, damage, liability, or expense arises out of or is based on any untrue statement or omission by such holder or underwriter, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such Registration Statement, Prospectus, offering circular, or other document in reliance upon and in conformity with written information

furnished to the Corporation by such holder. It is agreed that the indemnity agreement contained in this Section 8(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, or action if such settlement is effected without the consent of the Corporation (which consent shall not be unreasonably withheld).

(b) Indemnification by Holder of Registrable Securities. In connection with any Registration Statement in which a holder of Registrable Securities is participating, such holder of Registrable Securities shall furnish to the Corporation in writing such information as the Corporation reasonably requests for use in connection with any Registration Statement or Prospectus and agrees to indemnify, to the fullest extent permitted by law, severally and not jointly, the Corporation, its directors and officers and each Person who controls the Corporation (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), from and against all Losses arising out of or based on any untrue statement of a material fact contained in any such Registration Statement, Prospectus, offering circular, or other document, or any omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Corporation and such directors, officers, partners, members, managers, shareholders, accountants, attorneys, employees, agents, persons, underwriters, or control persons for any legal or any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability, or action, in each case to the extent, but only to the extent, that such untrue statement or omission is made in such Registration Statement, Prospectus, offering circular, or other document in reliance upon and in conformity with written information furnished to the Corporation by such holder expressly for inclusion in such Registration Statement, Prospectus, offering circular or other document; provided, however, that the obligations of such holder hereunder shall not apply to amounts paid in settlement of any such claims, losses, damages, or liabilities (or actions in respect thereof) if such settlement is effected without the consent of such holder (which consent shall not be unreasonably withheld); and provided, further, that the liability of each selling holder of Registrable Securities hereunder shall be limited to the net proceeds received by such selling holder from the sale of Registrable Securities covered by such Registration Statement.

(c) Conduct of Indemnification Proceedings. If any Person shall be entitled to indemnity hereunder (an "indemnified party"), such indemnified party shall give prompt notice to the party from which such indemnity is sought (the "indemnifying party") of any claim or of the commencement of any Proceeding with respect to which such indemnified party seeks indemnification or contribution pursuant hereto; provided, however, that the delay or failure to so notify the indemnifying party shall not relieve the indemnifying party from any obligation or liability except to the extent that the indemnifying party has been prejudiced by such delay or failure. The indemnifying party shall have the right, exercisable by giving written notice to an indemnified party promptly after the receipt of written notice from such indemnified party of such claim or Proceeding, to, unless in the indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist in respect of such claim, assume, at the indemnifying party's expense, the defense of any such claim or Proceeding, with counsel reasonably satisfactory to such indemnified party; provided, however, that an indemnified party shall have the right to employ separate counsel in any such claim or Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless: (i) the indemnifying party agrees to pay such fees and expenses; or (ii) the indemnifying party fails promptly to assume, or in the event of

a conflict of interest cannot assume, the defense of such claim or Proceeding or fails to employ counsel reasonably satisfactory to such indemnified party; in which case the indemnified party shall have the right to employ counsel and to assume the defense of such claim or Proceeding; provided, however, that the indemnifying party shall not, in connection with any one such claim or Proceeding or separate but substantially similar or related claims or Proceedings in the same jurisdiction, arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one firm of attorneys (together with appropriate local counsel) at any time for all of the indemnified parties, or for fees and expenses that are not reasonable. Whether or not such defense is assumed by the indemnifying party, such indemnified party will not be subject to any liability for any settlement made without its consent (but such consent will not be unreasonably withheld). The indemnifying party shall not consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release, in form and substance reasonably satisfactory to the indemnified party, from all liability in respect of such claim or litigation for which such indemnified party would be entitled to indemnification hereunder.

(d) Contribution.

(i) If the indemnification provided for in this Section 8 is unavailable to an indemnified party in respect of any Losses (other than in accordance with its terms), then each applicable indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the indemnifying party, on the one hand, and such indemnified party, on the other hand, in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such indemnifying party, on the one hand, and indemnified party, on the other hand, shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been taken by, or relates to information supplied by, such indemnifying party or indemnified party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent any such action, statement or omission.

(ii) The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 8(d) were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in Section 8(d)(i). Notwithstanding the provisions of this Section 8(d), an indemnifying party that is a selling holder of Registrable Securities shall not be required to contribute any amount in excess of the amount by which the net proceeds from the sale of the Registrable Securities sold by such indemnifying party exceeds the amount of any damages that such indemnifying party has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent

misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

(e) Conflict of Provisions. Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

Section 9. Rule 144; Coordination.

(a) Rule 144 Sales. The Corporation shall (i) file the reports required to be filed by it under the Securities Act and the Exchange Act in a timely manner, (ii) take such further action as any holder of Registrable Securities may reasonably request, and (iii) furnish to each holder of Registrable Securities forthwith upon written request, (x) a written statement by the Corporation as to its compliance with the reporting requirements of Rule 144, the Securities Act and the Exchange Act, (y) a copy of the most recent annual or quarterly report of the Corporation, and (z) such other reports and documents so filed by the Corporation as such holder may reasonably request in availing itself of Rule 144, all to the extent required from time to time to enable such holder to sell Registrable Securities without registration under the Securities Act within the limitations of the exemption provided by Rule 144. Upon the request of any holder of Registrable Securities, the Corporation shall deliver to such holder a written statement as to whether it has complied with such requirements.

(b) Permitted Public Transfers and Block Sales. No holder of Registrable Securities shall Transfer any or all of its Registrable Securities pursuant to Rule 144, a block sale to a financial institution (other than pursuant to a Registration Statement) or in a private transfer pursuant to Sections 2.1.4 and 2.6 of the Investors Agreement, in each case other than in compliance with Sections 9(c) and 9(d) hereof, as applicable. Registrable Securities Transferred pursuant to Rule 144 or in a block sale to a financial institution shall conclusively be deemed thereafter not to be Registrable Securities under this Agreement.

(c) Public Transfers. From time to time, the Requisite Holders may determine to require the holders of Registrable Securities to make reasonable efforts to coordinate their efforts to Transfer Registrable Securities pursuant to Rule 144 ("144 Coordination") or to discontinue such requirement. As of the date of this Agreement, 144 Coordination shall be required until such time, if ever, as the Requisite Holders provide a subsequent notice to the holders of Registrable Securities that such coordination is discontinued. Thereafter, the Requisite Holders may reinstitute and discontinue 144 Coordination from time to time by providing notice to the holders of Registrable Securities.

(i) For so long as 144 Coordination is in effect, each holder of Registrable Securities shall promptly notify the Principal Investor Groups when it wishes to Sell Registrable Securities under Rule 144, provided, that for any given measurement period for purposes of the Rule 144 group volume limit, except as provided in Section 9(c)(ii) or 9(f), no holder of Registrable Securities shall be

permitted to effect Transfers in excess of their pro rata share (based on its percentage ownership of Registrable Securities held by all holders of Registrable Securities at the start of such measurement period) of all Registrable Securities that may be Transferred by members of the Related Group during the applicable measurement period based on its percentage ownership of Registrable Securities held by all holders of Registrable Securities at the start of such measurement period. In the event any holder of Registrable Securities agrees to forego its full pro rata share of the Rule 144 group volume limit by written notice to the Principal Investor Groups, the remainder shall be re-allocated pro rata among the other holders of Registrable Securities in like manner (except that the Registrable Securities held by such forfeiting holder at the start of such measurement period shall be excluded from such calculation).

(ii) The provisions of this Section 9(c) shall not apply to any Transfer of Registrable Securities (i) in a Public Offering, (ii) to a Permitted Transferee in a transaction that does not rely on Rule 144 or (iii) at any time with respect to which 144 Coordination is not effective.

(iii) Notwithstanding the foregoing, a holder of Registrable Securities may opt out of 144 Coordination with respect to any period of time if such holder of Registrable Securities delivers a notice to the Principal Investor Groups irrevocably committing not to Transfer Registrable Securities pursuant to Rule 144 or a transaction described in Section 9(d) or 9(e) during such period.

(d) Certain Other Transfers. Each holder of Registrable Securities (the "Initiating Transferor") shall notify the Principal Investor Groups (or, after the expiration of the term described in Section 9(h), the other holders of Registrable Securities) when it plans to Transfer any or all of its Registrable Securities pursuant to (i) a block sale to a financial institution (other than pursuant to a Registration Statement), (ii) a private transfer pursuant to Section 2.1.4 of the Investors Agreement, or (iii) a transfer pursuant to Section 2.6 of the Investors Agreement.

(e) Distributions to Partners, Members or Interest Holders. For so long as 144 Coordination is effective, each holder of Registrable Securities shall provide reasonable prior notice to the Principal Investor Groups prior to any distribution by a holder of Registrable Securities to its partners, members, managers or shareholders in accordance with such holder's governing documents (a "LP Distribution"); provided, however, that any distribution by Freescale Holdings of Registrable Securities shall not be considered a LP Distribution for purposes of this Agreement.

(f) Volume Limit. For purposes of this Agreement, so long as 144 Coordination is effective, Transfers contemplated by Section 9(d)(i) and (ii), and LP Distributions, will be limited to the number of Registrable Securities that the applicable holder of Registrable Securities would have been permitted to Transfer under Rule 144 pursuant to the proviso in Section 9(c)(i), and will reduce for purposes of this Agreement, on a Registrable

Security for Registrable Security basis, the number of Registrable Securities that such holder of Registrable Securities is permitted to sell under Rule 144, whether individually or as part of a Related Group, whether or not such Transfer or LP Distribution is required by law to be so treated. In the event that, while 144 Coordination is in effect, any holder of Registrable Securities elects to make a Transfer contemplated by Section 9(c)(i), or an LP Distribution, and provided that such Transfer or LP Distribution is not required by law to be taken into account for purposes of the Related Group's volume limit under Rule 144, then each holder of Registrable Securities' (including the holder of Registrable Securities making such Transfer or LP Distribution) pro rata share of the Related Group's volume limit for purposes of Section 9(d)(i) shall be increased by such holder of Registrable Securities' pro rata share of the Registrable Securities that such holder of Registrable Securities is no longer permitted to sell under Rule 144 pursuant to the first sentence of this Section 9(f).

(g) No 144 Coordination. Subject, in all cases, to any applicable law, in the event that 144 Coordination is not in effect, no holder of Registrable Securities shall, in a given calendar year, Transfer pursuant to Rule 144, in a block sale to a financial institution (other than pursuant to a Registration Statement) or in an LP Distribution, Registrable Securities representing more than the lesser of (i) 2% of the total Registrable Securities outstanding on the first day of such calendar year and (ii) 20% of the total Registrable Securities owned by such holder of Registrable Securities on the first day of such calendar year, in each case without the approval of a majority of the Principal Investor Directors, which such approval shall be granted or withheld with respect to all holders of Registrable Securities in a fair and equitable manner over the course of such calendar year.

(h) Period. Except for Section 9(d), the provisions of Sections 9(a) through 9(g) shall terminate with respect to any Registrable Security on the earlier of (i) the fifth anniversary of the closing of the Initial Public Offering and (ii) such time as the Principal Investor Groups, in the aggregate, own, directly and through the Principal Investor Groups' pro rata share of Freescale Holdings' ownership in the Corporation, less than 20% of the then outstanding Registrable Securities. The Requisite Holders, in their sole discretion, may elect to exclude any holder of Registrable Securities from the provisions of Sections 9(a) through 9(g) at any time.

Section 10. Underwritten Registrations.

(a) If any Demand Registration is an underwritten offering, the Requisite Holders making the demand shall have the right to select the investment banker or investment bankers and managers to administer the offering, subject to approval by the Corporation, not to be unreasonably withheld. The Corporation shall have the right to select the investment banker or investment bankers and managers to administer any Piggyback Registration.

(b) No Person may participate in any underwritten registration hereunder unless such Person (i) agrees to sell the Registrable Securities it desires to have covered by the Registration Statement on the basis provided in any underwriting arrangements in

customary form and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements, provided that such Person shall not be required to make any representations or warranties other than those related to title and ownership of shares and as to the accuracy and completeness of statements made in a Registration Statement, Prospectus, offering circular, or other document in reliance upon and in conformity with written information furnished to the Corporation or the managing underwriter by such Person.

Section 11. Limitation on Subsequent Registration Rights. From and after the date of this Agreement the Corporation shall not, without the prior written consent of the Requisite Holders, enter into any agreement with any holder or prospective holder of any securities of Freescale Holdings or the Corporation, as the case may be, giving such holder or prospective holder any registration rights the terms of which are equivalent to or more favorable than the registration rights granted to holders of Registrable Securities hereunder, or which would reduce the amount of Registrable Securities the holders can include in any Registration Statement filed pursuant to Section 3 hereof, unless such rights are subordinate to those of the holders of Registrable Securities.

Section 12. Miscellaneous.

(a) Withdrawal from Agreement. On and after the first date on which the Principal Investor Groups own, directly and through their respective pro rata shares of Freescale Holdings' ownership in the Corporation, less than 50% of the outstanding shares of Common Stock owned by all Principal Investor Groups, directly and through their respective pro rata shares of Freescale Holdings' ownership in the Corporation, immediately prior to the Initial Public Offering, any owner of shares of Common Stock that, together with its Affiliates, owns, directly and through such owner's pro rata share of Freescale Holdings' ownership in the Corporation, less than one percent (1%) of the then outstanding shares of Common Stock may elect (on behalf of itself and all of its Affiliates that own shares of Common Stock), by written notice to the board of directors of the Corporation and the Principal Investor Groups, to (i) withdraw all shares of Common Stock owned, directly and through such owner's pro rata share of Freescale Holdings' ownership in the Corporation, by such owner and all of its Affiliates from this Agreement and the Investors Agreement (shares of Common Stock withdrawn pursuant to this clause (i), the "Withdrawn Securities") and (ii) terminate this Agreement with respect to such owner and its Affiliates (owners and Affiliates withdrawing pursuant to this clause (ii), the "Withdrawing Holders"). From the date of delivery of such withdrawal notice, the Withdrawn Securities shall cease to be Securities subject to this Agreement and the Investors Agreement and, if applicable, the Withdrawing Holders shall cease to be parties to this Agreement and the Investors Agreement and shall no longer be subject to the obligations of this Agreement or the Investors Agreement or have rights under this Agreement or the Investors Agreement; provided, however, that the Withdrawing Holders shall nonetheless be obligated under Section 4 of the Investors Agreement with respect to any Pending Underwritten Offering (as defined in the Investors Agreement) to the same extent that they would have been obligated if they had not withdrawn.

(b) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given without the written consent of the Requisite Holders, Freescale Holdings and the Corporation; provided, however, that in no event shall the obligations of any holder of Registrable Securities be materially increased or the rights of any such holder be adversely affected (without similarly adversely affecting the rights of all such holders), except upon the written consent of such holder. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of holders of Registrable Securities whose securities are being sold pursuant to a Registration Statement and that does not directly or indirectly affect the rights of other holders of Registrable Securities may be given by holders of at least a majority of the Registrable Securities being sold by such holders pursuant to such Registration Statement.

(c) Notices. All notices required to be given hereunder shall be in writing and shall be deemed to be duly given if personally delivered, telecopied and confirmed, or mailed by certified mail, return receipt requested, or overnight delivery service with proof of receipt maintained, at the following address (or any other address that any such party may designate by written notice to the other parties):

If to the Corporation or Freescale Holdings, to the address of its principal executive offices. If to any other Shareholder, at such Shareholder's address as set forth on the records of the Corporation. Any such notice shall, if delivered personally, be deemed received upon delivery; shall, if delivered by telecopy, be deemed received on the first business day following confirmation; shall, if delivered by overnight delivery service, be deemed received the first business day after being sent; and shall, if delivered by mail, be deemed received upon the earlier of actual receipt thereof or five business days after the date of deposit in the United States mail.

(d) Successors and Assigns; Shareholder Status. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties, including subsequent holders of Registrable Securities acquired, directly or indirectly, from a Shareholder, including pursuant to a distribution from Freescale Holdings or another Shareholder (including upon liquidation thereof); provided, however, that such successor or assign shall not be entitled to such rights unless the successor or assign, unless already a Shareholder hereunder, shall have executed and delivered to the Corporation an Addendum Agreement substantially in the form of Exhibit A hereto (which shall also be executed by the Corporation) promptly following the acquisition of such Registrable Securities, in which event such successor or assign shall be deemed a Shareholder for purposes of this Agreement and Annex A shall be updated by the Corporation accordingly. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any Person other than the parties hereto and their respective successors and permitted assigns any legal or equitable right, remedy or claim under, in or in respect of this Agreement or any provision herein contained.

(e) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(f) Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(g) Governing Law. This Agreement and all claims arising out of or based upon this Agreement or relating to the subject matter hereof shall be governed by and construed in accordance with the domestic substantive laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

(h) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(i) Entire Agreement. This Agreement, the Investors Agreement, the Shareholders' Agreements and the Partnership Agreement are intended by the parties as a final expression of their agreement, and are intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein or therein, with respect to the registration rights granted by the Corporation with respect to Registrable Securities. This Agreement, the Investors Agreement, the Shareholders' Agreements and the Partnership Agreement supersede all prior agreements and understandings between the parties with respect to such subject matter.

(j) Securities Held by the Corporation or its subsidiaries. Whenever the consent or approval of holders of a specified percentage of Registrable Securities is required hereunder, Registrable Securities held by the Corporation or its subsidiaries shall not be counted in determining whether such consent or approval was given by the holders of such required percentage.

(k) Specific Performance. The parties hereto recognize and agree that money damages may be insufficient to compensate the holders of any Registrable Securities for breaches by the Corporation of the terms hereof and, consequently, that the equitable remedy of specific performance of the terms hereof will be available in the event of any such breach.

(l) Consent to Jurisdiction. All actions arising out of or relating to this Agreement shall be heard and determined exclusively in any New York state or federal court sitting in the Borough of Manhattan in The City of New York. The parties hereto hereby (a) submit to the exclusive jurisdiction of any state or federal court sitting in the Borough of Manhattan of The City of New York for the purpose of any action arising out of or relating to this Agreement brought by any party hereto, and (b) irrevocably waive, and agree not to assert by

way of motion, defense, or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune of from attachment or execution, that the action is brought in an inconvenient forum, that the venue of the action is improper, or that this Agreement or the transactions contemplated hereby may not be enforced in or by any of the above-named courts.

(m) WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH PARTY HERETO HEREBY WAIVES AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE OR ACTION, CLAIM, CAUSE OF ACTION OR SUIT (IN CONTRACT, TORT OR OTHERWISE), INQUIRY, PROCEEDING OR INVESTIGATION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE TRANSACTIONS CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING. EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTIES HERETO THAT THIS SECTION 12(m) CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH THEY ARE RELYING AND WILL RELY IN ENTERING INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 12(m) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, the parties hereto have caused this Registration Rights Agreement to be duly executed as of the date first above written.

FREESCALE HOLDINGS L.P.,

By: Freescale Holdings GP, Ltd., its General Partner

/s/ Richard Beyer

Name: Richard Beyer
Title: Chairman

FREESCALE SEMICONDUCTOR HOLDINGS I, LTD.

/s/ Alan Campbell

Name: Alan Campbell
Title: Senior Vice President and Chief Financial Officer

BLACKSTONE CAPITAL PARTNERS (CAYMAN) V L.P.

By: Blackstone Management Associates (Cayman) V L.P., its general partner

By: Blackstone LR Associates (Cayman) V Ltd., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

BLACKSTONE CAPITAL PARTNERS (CAYMAN) V-A L.P.

By: Blackstone Management Associates (Cayman) V L.P., its general partner

By: Blackstone LR Associates (Cayman) V Ltd., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

BCP (CAYMAN) V-S L.P.

By: Blackstone Management Associates (Cayman) V L.P., its general partner

By: Blackstone LR Associates (Cayman) V Ltd., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

BLACKSTONE FAMILY INVESTMENT PARTNERSHIP (CAYMAN) V L.P.

By: BCP V GP L.L.C., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

BLACKSTONE FAMILY INVESTMENT PARTNERSHIP (CAYMAN) V-SMD L.P.

By: Blackstone Family GP L.L.C., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

BLACKSTONE PARTICIPATION PARTNERSHIP (CAYMAN) V L.P.

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

BCP V CO-INVESTORS (CAYMAN) L.P.

By: Blackstone Management Associates (Cayman) V L.P., its general partner

By: Blackstone LR Associates (Cayman) V Ltd., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

BLACKSTONE FIRESTONE TRANSACTION PARTICIPATION PARTNERS (CAYMAN) L.P.

By: Blackstone Management Associates (Cayman) V L.P., its general partner

By: Blackstone LR Associates (Cayman) V Ltd., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

BLACKSTONE FIRESTONE PRINCIPAL TRANSACTION PARTNERS (CAYMAN) L.P.

By: Blackstone Management Associates (Cayman) V L.P., its general partner

By: Blackstone LR Associates (Cayman) V Ltd., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

CARLYLE PARTNERS IV CAYMAN, L.P.

By: TC Group IV Cayman, L.P., its general partner

By: CP IV GP, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

CPIV COINVESTMENT CAYMAN, L.P.

By: TC Group IV Cayman, L.P., its general partner

By: CP IV GP, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

CARLYLE ASIA PARTNERS II, L.P.

By: CAP II General Partner, L.P., its general partner

By: CAP II, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

CAP II CO-INVESTMENT, L.P.

By: CAP II General Partner, L.P., its general partner

By: CAP II, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

CEP II PARTICIPATIONS S.A.R.L SICAR

By: /s/ David B. Pearson
Name: David B. Pearson
Title: Director

By: /s/ Christopher Finn
Name: Christopher Finn
Title: Director

CARLYLE JAPAN PARTNERS, L.P.

By: CJP General Partner, L.P., its general partner

By: Carlyle Japan Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

CJP CO-INVESTMENT, L.P.

By: CJP General Partner, L.P., its general partner

By: Carlyle Japan Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name:/s/ Daniel A. D'Aniello
Title: Director

P4 SUB L.P.1

By: Permira IV Managers L.P., its manager

By: Permira IV Managers Limited, its general partner

By: /s/ Kees Jager
Name: Kees Jager
Title: As Alternate Director to Vic Holmes

PERMIRA IV L.P.2

By: Permira IV Managers L.P., its manager

By: Permira IV Managers Limited, its general partner

By: /s/ Kees Jager
Name: Kees Jager
Title: As Alternate Director to Vic Holmes

PERMIRA INVESTMENTS LIMITED

By: Permira Nominees Limited, as nominee

By: /s/ Kees Jager
Name: Kees Jager
Title: As Alternate Director to Vic Holmes

P4 CO-INVESTMENT L.P.

By: Permira IV G.P. L.P., its manager

By: Permira IV GP Limited, its general partner

By: /s/ Kees Jager
Name: Kees Jager
Title: As Alternate Director to Vic Holmes

TPG PARTNERS IV – AIV, L.P.

By: TPG GenPar IV-AIV, L.P., its general partner

By: TPG GenPar IV-AIV Advisors, Inc., its general partner

By: /s/ Ronald Cami
Name: Ronald Cami
Title: Vice President

TPG PARTNERS V – AIV, L.P.

By: TPG GenPar V-AIV, L.P., its general partner

By: TPG GenPar V-AIV Advisors, Inc., its general partner

By: /s/ Ronald Cami
Name: Ronald Cami
Title: Vice President

TPG FOF V-A, L.P.

By: TPG GenPar V, L.P., its general partner

By: TPG GenPar V Advisors, LLC, its general partner

By: /s/ Ronald Cami
Name: Ronald Cami
Title: Vice President

TPG FOF V-B, L.P.

By: TPG GenPar V, L.P.,
its general partner

By: TPG GenPar V Advisors, LLC, its general partner

By: /s/ Ronald Cami
Name: Ronald Cami
Title: Vice President

Annex A

SHAREHOLDERS

List of Shareholders

Blackstone Capital Partners (Cayman) V L.P.
Blackstone Capital Partners (Cayman) V-A L.P.
BCP (Cayman) V-S L.P.
Blackstone Family Investment Partnership (Cayman) V L.P.
Blackstone Family Investment Partnership (Cayman) V-A L.P.
Blackstone Participation Partnership (Cayman) V L.P.

Carlyle Partners IV Cayman
CPIV Coinvestment Cayman
Carlyle Asia Partners II
CAP II Co-Investment
CEP II Participations
Carlyle Japan Partners
CJP Co-Investment

P4 Sub L.P.1
Permira IV L.P.2
Permira Investments Limited
P4 Co-Investment L.P.

TPG Partners IV — AIV, L.P.
TPG Partners V — AIV, L.P.
TPG FOF V-A, L.P
TPG FOF V-B, L.P.

Wilshire Private Markets Short Duration Fund I, L.P.
Wilshire U.S. Private Markets Fund VII, L.P.
Uberior Co-Investments Limited
Partners Group Access III, L.P.
A.S.F. Co-Investment Partners III, L.P.
European Strategic Partners
European Strategic Partners Scottish B
European Strategic Partners Scottish C
European Strategic Partners 1-LP
ESP Co-investment Limited Partnership
ESP II Conduit LP
ESP 2004 Conduit LP

List of Shareholders

ESP 2006 Conduit LP
ESP Tidal Reach LP
Edcastle Limited Partnership
North American Strategic Partners, L.P.
Rose Nominees Limited a/c 21425

Performance Direct Investments II L.P.
HarbourVest Partners VIII-Buyout Fund L.P.
HarbourVest Partners 2004 Direct Fund L.P.
Hamilton Lane Co-Investment Fund L.P.

BCP V Co-Investors (Cayman) L.P.
Blackstone Firestone Transaction Participation Partners (Cayman) L.P.
Blackstone Firestone Principal Transaction Partners (Cayman) L.P.

GGC Investments II BVI, LP
GGC Investments II-A Adjunct BVI, LP
GGC Investment Fund II (AI), LP
GGC Investment Fund II-A (AI), LP
GGC Associates II-QP, LLC
GGC Associates II-AI, LLC
CCG AV, LLC-series C
CCG AV, LLC-series A
CCG AV, LLC-series I

Battery Ventures VII, L.P.
Battery Investment Partners VII, LLC

William Bradford
Alan Campbell
Richard Chambers
Sandeep Chennakeshu
Sam Coursen
Paul E. Grimme
Denis Griot
Gregory Heinlein
Carl J. Johnson
Michel Mayer
Janelle Monney
Jignasha Patel
Alexander Pepe
David Perkins
Sumit Sadana
Tsuneo Takahashi
Saied Tehrani

List of Shareholders

John Torres
Kurt Twining
Suresh Venkatesan
Joseph Tin Chong Yiu
Steve Kaufman
Richard Beyer

EXHIBIT A

ADDENDUM AGREEMENT

This Addendum Agreement is made this ____ day of _____, 20__, by and between _____ (the "New Shareholder") and Freescale Semiconductor Holdings I, Ltd. (the "Corporation"), pursuant to a Registration Rights Agreement dated as of June 1, 2011 (the "Agreement"), between and among the Corporation and the Shareholders. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

WITNESSETH:

WHEREAS, the Corporation has agreed to provide registration rights with respect to the Registrable Securities as set forth in the Agreement; and

WHEREAS, the New Shareholder has acquired Registrable Securities directly or indirectly from a Shareholder; and

WHEREAS, the Corporation and the Shareholders have required in the Agreement that all persons desiring registration rights must enter into an Addendum Agreement binding the New Shareholder to the Agreement to the same extent as if it were an original party thereto;

NOW, THEREFORE, in consideration of the mutual promises of the parties, the New Shareholder acknowledges that it has received and read the Agreement and that the New Shareholder shall be bound by, and shall have the benefit of, all of the terms and conditions set out in the Agreement to the same extent as if it were an original party to the Agreement and shall be deemed to be a Shareholder thereunder.

[Amend Annex A of Agreement if necessary to reflect appropriate schedule for new Shareholder.]

_____

New Shareholder

Address:

_____

_____

AGREED TO on behalf of Freescale Semiconductor Holdings I, Ltd. pursuant to Section 12(d) of the Agreement.

FREESCALE SEMICONDUCTOR
HOLDINGS I, LTD.

By: _____
Name:
Title:

Exhibit 10.3

AMENDED AND RESTATED INVESTORS AGREEMENT

by and among

Freescale Holdings L.P.

Freescale Semiconductor Holdings I, Ltd.

Freescale Semiconductor Holdings II, Ltd.

Freescale Semiconductor Holdings III, Ltd.

Freescale Semiconductor Holdings IV, Ltd.

Freescale Semiconductor Holdings V, Inc.

Freescale Semiconductor, Inc.

and

Certain Freescale Holdings L.P. Investors

and

Certain Stockholders of Freescale Semiconductor Holdings I, Ltd.

Dated as of June 1, 2011

TABLE OF CONTENTS

Index of Defined Terms

AMENDED AND RESTATED INVESTORS AGREEMENT

This Amended and Restated Investors Agreement (the "Agreement") is dated as of June 1, 2011, by and among the undersigned. This Agreement shall become effective upon the Effective Time.

WHEREAS, Freescale Holdings L.P., a Cayman Islands exempted limited partnership (together with its successors and permitted assigns, the "Partnership"), Freescale Semiconductor Holdings I, Ltd., a Bermuda exempted limited liability company ("Holdings"), Freescale Semiconductor Holdings II, Ltd., a Bermuda exempted limited liability company ("Bermuda II"), Freescale Semiconductor Holdings III, Ltd., a Bermuda exempted limited liability company ("Bermuda III"), Freescale Semiconductor Holdings IV, Ltd., a Bermuda exempted limited liability company ("Bermuda IV"), Freescale Semiconductor Holdings V, Inc., a Delaware corporation (together with its successors and permitted assigns, "U.S. Holdco"), Freescale Semiconductor, Inc., a Delaware corporation ("Freescale"), the Principal Investors, the Other Investors, the Managers, the Interest Holders and the Stockholders were party to that Investors Agreement, dated December 1, 2006 (the "Prior Agreement");

WHEREAS, Holdings is conducting its Initial Public Offering of Shares of Common Stock;

WHEREAS, in connection with the Initial Public Offering, Holdings, the Partnership and certain Investors are entering into the Holdings Shareholders' Agreement; and

WHEREAS, in connection with the Initial Public Offering and pursuant to Section 9.2 of the Prior Agreement, the Partnership and Holdings desire to amend and restate the Prior Agreement on the terms set forth herein.

AGREEMENT

Therefore, the parties hereto hereby agree as follows:

1. DEFINITIONS.

1.1 Definitions. Certain terms are used in this Agreement as specifically defined herein. These definitions are set forth or referred to in Section 8 hereof.

2. TRANSFER RESTRICTIONS.

2.1 Transfers Allowed. Until the expiration of the provisions of this Section 2 and subject to Section 2.7, no holder of Securities shall Transfer any of such holder's Securities, as applicable, to any other Person except as follows:

2.1.1 Permitted Transferees. Without regard to any other restrictions on transfer contained elsewhere in this Agreement, any holder of Securities may Transfer any or all of such Securities to such holder's Permitted Transferees, so long as such Permitted Transferees agree to be bound by the terms of this Agreement in accordance with Section 2.2 (if not already bound hereby).

2.1.2 Public Transfers.

(a) Any Investor may Transfer any or all of such Investor's Securities: (i) in a Public Offering or (ii) pursuant to Rule 144 or a block sale to a financial institution in the ordinary course of its trading business, in each case without regard to any other restrictions on transfer contained elsewhere in this Agreement (other than the provisions of Section 4, if applicable), and in compliance with the transfer and coordination provisions included in the Registration Rights Agreement. Securities Transferred pursuant to this Section 2.1.2(a) shall conclusively be deemed thereafter not to be Securities under this Agreement. Notwithstanding anything to the contrary herein, Principal Investors may only Transfer Interests with the consent of the General Partner.

(b) Any holder of Management Securities may Transfer any or all of such Management Securities that are Tag Eligible Securities in any Public Offering (but only to the extent that Holdings so determines, provided that Holdings shall grant or withhold such consent on an equitable basis with respect to all holders of Securities who wish to Transfer Securities in a particular Public Offering), in each case in compliance with the provisions of Section 4, if applicable and in each case in compliance with the provisions of the Registration Rights Agreement. Management Securities Transferred pursuant to this Section 2.1.2(b) shall conclusively be deemed thereafter not to be Securities under this Agreement.

2.1.3 Tag Along Transfers.

(a) Each Manager may exchange or convert any or all of such Manager's Vested Interests that are Class B Interests pursuant to Section 3.3, without regard to any other restrictions on Transfer contained elsewhere in this Agreement. Equity interests received upon exchange or conversion shall conclusively be deemed thereafter to be Shares under this Agreement.

(b) A Participating Seller may Transfer Securities pursuant to and in accordance with the provisions of Section 3.1 and a Management Tag Seller may Transfer Shares pursuant to and in accordance with the provisions of Section 3.1.6, in each case without regard to any other restrictions on transfer contained elsewhere in this Agreement (other than the provisions of Section 4, if applicable) so long as each transferee agrees to be bound by the terms of this Agreement in accordance with Section 2.2 (if not already bound hereby).

2.1.4 Other Private Transfers. In addition to any Transfers made in accordance with Sections 2.1.1, 2.1.2(a), or 2.1.3, any holder of Investor Interests may Transfer any or all of such Investor Interests, subject to compliance with all of the following conditions in respect of each Transfer:

(a) if such Transfer is by any Person other than a Principal Investor and prior to the Lapse Date, then with the consent of the General Partner;

(b) if such Transfer is by a Principal Investor, then with the consent of the General Partner; and

(c) if applicable, in compliance with Section 4.

Any Interests so Transferred to a Person other than an Interest Holder or a Permitted Transferee shall conclusively be deemed thereafter not to be Interests under this Agreement.

2.2 Certain Transferees to Become Parties. Any transferee receiving Interests or Shares in a Transfer pursuant to Sections 2.1.1, 2.1.3(a) or (b) shall become an Interest Holder or Stockholder, as applicable, party to this Agreement and be subject to the terms and conditions of, and be entitled to enforce, this Agreement to the same extent, and in the same capacity, as the Interest Holder or Stockholder that Transfers such Interests or Shares to such transferee; provided, that only a Permitted Transferee of a Principal Investor will be deemed to be a "Principal Investor" for purposes of this Agreement, and only a Permitted Transferee of an Other Investor will be deemed to be an "Other Investor" for purposes of this Agreement. Prior to the initial Transfer of any Interests or Shares to any transferee pursuant to Sections 2.1.1, 2.1.3(a) or (b), and as a condition thereto, each holder of Interests or Shares effecting such Transfer (or in the case of a Transfer being effectuated pursuant to Section 3.1, the Prospective Selling Security Holder) shall (a) cause such transferee to deliver to the Partnership and each of the Principal Investor Groups (other than the Principal Investor Group of which the transferor is a member, if applicable) its written agreement, in form and substance reasonably satisfactory to the Partnership, to be bound by the terms and conditions of this Agreement to the extent described in the preceding sentence (and any Other Investor may receive from the Partnership, upon request, any such agreements previously delivered) and (b) if such Transfer is to a Permitted Transferee, remain directly liable for the performance by such Permitted Transferee of all obligations of such transferee under this Agreement.

2.3 Impermissible Transfer. Any attempted Transfer of Securities not permitted under the terms of this Section 2 shall be null and void, and the Partnership and Holdings, as applicable, shall not in any way give effect to any such impermissible Transfer.

2.4 Notice of Transfer. To the extent any Interest Holder, Stockholder or Permitted Transferee shall Transfer any Securities pursuant to Sections 2.1.1 or 2.1.4, such Interest Holder, Stockholder or Permitted Transferee shall, within five business days following consummation of such Transfer, deliver notice thereof to the General Partner.

2.5 Other Restrictions on Transfer. The restrictions on Transfer contained in this Agreement are in addition to any other restrictions on Transfer to which an Interest Holder or Stockholder may be subject, including, without limitation, any restrictions on transfer contained in a Management Equity Award Agreement or other agreement to which such Interest Holder or Stockholder is a party or by which it is bound.

2.6 Restrictions on Transfers of Management Securities. Except as set forth in Sections 2.1.1, 2.1.2(b) and 2.1.3, no holder of Management Securities shall be permitted to Transfer or

otherwise distribute any Management Securities until the earliest of (i) the second anniversary of the closing of the Initial Public Offering, (ii) the closing of a Change of Control and (iii) the Lapse Date.

2.7 Period. Each of the foregoing provisions of this Section 2 shall expire upon the earlier of (i) a Change of Control, and (ii) with respect to the Management Securities and Transfers pursuant to Section 2.14(a), the Lapse Date.

3. "TAG ALONG" RIGHTS; EXCHANGE OF VESTED INTERESTS.

3.1 Tag Along. If any Prospective Selling Security Holder proposes to Sell any Interests (other than Management Securities) to any Prospective Buyer(s) in a Transfer that is subject to Section 2.1.2(a)(ii) or Section 2.1.4:

3.1.1 Notice. The Prospective Selling Security Holder shall, prior to any such proposed Transfer, furnish a written notice (the "Tag Along Notice") to Holdings, which shall promptly furnish the Tag Along Notice to each Manager who holds Tag Eligible Securities (each, a "Tag Along Holder"). The Tag Along Notice shall include:

(a) the principal terms and conditions of the proposed Sale, including (i) the number and type of Securities to be purchased from the Prospective Selling Security Holder, (ii) the Tag Along Sale Percentage, (iii) the Per Security Percentage Interest applicable to each type of Security (it being understood that the Partnership shall reasonably cooperate with the Prospective Selling Security Holder in respect of the determination of (A) the applicable Tag Along Sale Percentage and (B) the applicable Per Security Percentage Interests), (iv) the per Security purchase price or the formula by which such price is to be determined and the payment terms, including a description of any non-cash consideration sufficiently detailed to permit valuation thereof, (v) the name and address of each Prospective Buyer and (vi) if known, the proposed Transfer date; provided, that if the proposed Sale involves the purchase of more than one type of Security, the per Security purchase prices must be in accordance with the Per Security Percentage Interests applicable to each type of Security; and

(b) an invitation to each Tag Along Holder to make an offer to include in the proposed Sale to the applicable Prospective Buyer(s) Tag Eligible Securities (not in any event to exceed the Tag Along Sale Percentage of the total number of Tag Eligible Securities held by such Tag Along Holder), on the same terms and conditions (subject to adjustment of the purchase price to reflect the Per Security Percentage Interest of each Security proposed to be Sold and subject to Section 3.2.4 in the case of Options and subject to Section 3.2.1 under all circumstances), with respect to each Security Sold, as the Prospective Selling Security Holder shall Sell each of its Securities.

3.1.2 Exercise. Within ten business days (within one business day if the proposed Transfer is to be made pursuant to Section 2.1.2(a)(ii)) after the date of delivery of the Tag Along Notice by Holdings to each applicable Manager, each Tag Along Holder desiring to make

an offer to include Tag Eligible Securities in the proposed Sale (each a "Participating Seller" and, together with the Prospective Selling Security Holder, collectively, the "Tag Along Sellers") shall furnish a written notice (the "Tag Along Offer") to the Prospective Selling Security Holder indicating the number of Tag Eligible Securities which such Participating Seller desires to have included in the proposed Sale (not in any event to exceed the Tag Along Sale Percentage of the total number of Tag Eligible Securities held by such Tag Along Holder). Each Tag Along Holder who does not make a Tag Along Offer in compliance with the above requirements, including the time period, shall have waived and be deemed to have waived all of such holder's rights with respect to such Sale, and the Tag Along Sellers shall thereafter be free to Sell to the Prospective Buyer, at a per Security price no greater than the per Security price set forth in the Tag Along Notice and on other principal terms and conditions which are not materially more favorable than those set forth in the Tag Along Notice, without any further obligation to such non-accepting Tag Along Holder pursuant to this Section 3.1.

3.1.3 Irrevocable Offer. The offer of each Participating Seller contained in such holder's Tag Along Offer shall be irrevocable, and, to the extent such offer is accepted, such Participating Seller shall be bound and obligated to Sell in the proposed Sale on the same terms and conditions, with respect to each Security Sold (subject to adjustment of the purchase price to reflect the Per Security Percentage Interest of each Security proposed to be Sold and subject to Section 3.2.4 in the case of Options) as the Prospective Selling Security Holder, up to such number of Tag Eligible Securities as such Participating Seller shall have specified in such holder's Tag Along Offer; provided, however, if, prior to consummation, the terms of such proposed Sale shall change with the result that the per Security price shall be less than the per Security price set forth in the Tag Along Notice or the other principal terms and conditions shall be materially less favorable than those set forth in the Tag Along Notice (including, for the avoidance of doubt, a material portion of the cash consideration being modified to non-cash consideration), the acceptance by each Participating Seller shall be deemed to be revoked, and it shall be necessary for a separate Tag Along Notice to be furnished, and the terms and provisions of this Section 3.1 separately complied with, in order to consummate such Sale pursuant to this Section 3.1; provided, however, that in such case of a separate Tag Along Notice, the applicable period to which reference is made in Section 3.1.2 shall be two business days.

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

(a) there shall be first allocated to each Tag Along Seller a number of Tag Eligible Securities equal to the lesser of (i) the number of Tag Eligible Securities offered

(or proposed, in the case of the Prospective Selling Security Holder) to be included by such Tag Along Seller in the proposed Sale pursuant to this Section 3.1, and (ii) a number of Tag Eligible Securities equal to such Tag Along Seller's Pro Rata Portion; and

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

In the event that the number of Securities, as applicable, that each Participating Seller will be permitted to sell in a particular Sale is reduced in accordance with clauses (a) and (b) above, the Prospective Selling Security Holder shall be responsible for determining the total number of Securities to be sold by each Participating Seller in the proposed Sale in accordance with this Section 3.1.4, and shall provide notice to each Participating Seller of the number of Securities that such Participating Seller will be selling in such Sale no later than three business days prior to the consummation of such Sale.

3.1.5 Additional Compliance. If prior to consummation, the terms of the proposed Sale shall change with the result that the per Security price to be paid in such proposed Sale shall be greater than the per Security price set forth in the Tag Along Notice or the other principal terms of such proposed Sale shall be materially more favorable to the Tag Along Sellers than those set forth in the Tag Along Notice, the Tag Along Notice shall be null and void, and it shall be necessary for a separate Tag Along Notice to be furnished, and the terms and provisions of this Section 3.1 separately complied with, in order to consummate such proposed Sale pursuant to this Section 3.1; provided, however, that in the case of such a separate Tag Along Notice, the applicable period to which reference is made in Section 3.1.2 shall be two business days. In addition, if the Prospective Selling Security Holders have not completed the proposed Sale by the end of the 120th day after the date of delivery of the Tag Along Notice by Holdings, each Participating Seller shall be released from such holder's obligations under such holder's Tag Along Offer, the Tag Along Notice shall be null and void, and it shall be necessary for a separate Tag Along Notice to be furnished, and the terms and provisions of this Section 3.1 separately complied with, in order to consummate such proposed Sale pursuant to this Section 3.1, unless the failure to complete such proposed Sale resulted directly from any failure by any Participating Seller to comply with the terms of this Section 3.

3.1.6 Tag Along Rights of Management in Respect of Sales of Shares by the Partnership.

(a) In the event the Partnership proposes to Sell any Shares to any Prospective Buyer(s) following the expiration of the Transfer restrictions applicable pursuant to Section 2.6 in a transaction other than (i) a Public Offering, (ii) a Transfer to any wholly owned subsidiary of the Partnership, (iii) a Transfer pursuant to Section 3.3, (iv) a Transfer of Securities to the extent approved by the General Partner, (A) in any business combination or acquisition transaction involving the Partnership or any of its subsidiaries, excluding a Change of Control, (B) in

connection with any joint venture or strategic partnership entered into primarily for purposes other than raising capital (as determined by the General Partner in its reasonable discretion) or (C) to financial institutions, commercial lenders, broker/finders or any similar party, or their respective designees, in connection with the incurrence or guarantee of indebtedness by the Partnership or any of its subsidiaries, (v) any Transfer of Shares pursuant to the net exercise provisions of the Warrant, or (vi) any Sale of Securities to the extent approved by the General Partner pursuant to an employment benefit plan or arrangement, to officers, employees, directors or consultants (other than an Investor or an Affiliate thereof) of the Partnership or its subsidiaries in connection with such Person's employment or consulting arrangements with the Partnership or its subsidiaries, the Partnership will furnish a written notice to the Managers (a "Management Tag Notice") setting forth the information referred to in Section 3.1.1(a) and shall invite each such Manager to make an offer to include in the proposed Sale to the applicable Prospective Buyer(s) a percentage of such Manager's Shares that are Tag Eligible Securities equal to the percentage of the aggregate number of Shares owned by the Partnership and proposed to be Sold by the Partnership on the same terms and conditions (subject to Section 3.2.4 in the case of Options and subject to Section 3.2.1 in all circumstances) as the Partnership shall Sell its Shares.

(b) Within seven business days after the date of delivery of the Management Tag Notice by the Partnership to each Manager, each Manager desiring to make an offer to include Tag Eligible Securities in the proposed Sale (each a "Participating Manager") and, together with the Partnership, collectively, the "Management Tag Sellers") shall furnish a written notice (the "Management Tag Offer") to the Partnership indicating the number of Shares that are Tag Eligible Securities which such Manager desires to have included in the proposed Sale. Each Manager who does not make a Management Tag Offer in compliance with the above requirements, including the time period, shall have waived and be deemed to have waived all of such holder's rights with respect to such Sale, and the Partnership shall thereafter be free to Sell to the Prospective Buyer, at a per Share price no greater than the per Share price set forth in the Management Tag Notice and on other principal terms and conditions which are not materially more favorable than those set forth in the Management Tag Notice, without any further obligation to such non-accepting Manager pursuant to this Section 3.1.6.

(c) The offer of each Management Tag Seller contained in such holder's Management Tag Offer shall be irrevocable, and, to the extent such offer is accepted, such Management Tag Seller shall be bound and obligated to Sell in the proposed Sale on the same terms and conditions, with respect to each Share Sold (subject to Section 3.2.4 in the case of Options), as the Partnership, up to such number of Tag Eligible Securities as such Management Tag Seller shall have specified in such holder's Management Tag Offer; provided, however, if, prior to consummation, the terms of such proposed Sale shall change with the result that the per Share price, as applicable, shall be less than the per Share price set forth in the Management Tag Notice or the other principal terms and conditions shall be materially less favorable than those set forth in the Management Tag Notice

(including, for the avoidance of doubt, a material portion of the cash consideration being modified to non-cash consideration), the acceptance by each Management Tag Seller shall be deemed to be revoked, and it shall be necessary for a separate Management Tag Notice to be furnished, and the terms and provisions of this Section 3.1.6 separately complied with, in order to consummate such Sale pursuant to this Section 3.1.6; provided, however, that in such case of a separate Management Tag Notice, the applicable period to which reference is made in Section 3.1.6(b) shall be two business days.

(d) The Partnership shall attempt to obtain the inclusion in the proposed Sale of the entire number of Shares that are Tag Eligible Securities which each of the Management Tag Sellers requested to have included in the Sale (as evidenced in the case of the Partnership by the Management Tag Notice and in the case of each Participating Manager by such Participating Manager's Management Tag Offer). In the event the Partnership shall be unable to obtain the inclusion of such entire number of Tag Eligible Securities in the proposed Sale, the number of Shares that are Tag Eligible Securities to be sold in the proposed Sale shall be allocated among the Management Tag Sellers in proportion, as nearly as practicable, as follows:

(i) there shall be first allocated to each Management Tag Seller a number of Shares that are Tag Eligible Securities equal to the lesser of (A) the number of Shares that are Tag Eligible Securities offered (or proposed, in the case of the Partnership) to be included by such Management Tag Seller in the proposed Sale pursuant to Section 3.1.6(b), and (B) a number of Tag Eligible Securities equal to such Management Tag Seller's Pro Rata Portion; and

(ii) the balance, if any, not allocated pursuant to clause (i) above shall be allocated to those Management Tag Sellers which offered to sell a number of Shares that are Tag Eligible Securities in excess of such Person's Pro Rata Portion pro rata to each such Management Tag Seller based upon the amount of such excess, or in such other manner as the Management Tag Sellers may otherwise agree.

In the event that the number of Shares that each Participating Manager will be permitted to sell in a particular Sale is reduced in accordance with clauses (i) and (ii) above, the Partnership shall be responsible for determining the total number of Shares to be sold by each Participating Manager in the proposed Sale in accordance with this Section 3.1.6, and shall provide notice to each Participating Manager of the number of Shares, as applicable, that such Participating Manager will be selling in such Sale no later than three business days prior to the consummation of such Sale.

(e) If prior to consummation, the terms of the proposed Sale shall change with the result that the per Share price to be paid in such proposed Sale shall be greater than the per Share price set forth in the Management Tag Notice or the other

principal terms of such proposed Sale shall be materially more favorable to the Management Tag Sellers than those set forth in the Management Tag Notice, the Management Tag Notice shall be null and void, and it shall be necessary for a separate Management Tag Notice to be furnished, and the terms and provisions of this Section 3.1.6 separately complied with, in order to consummate such proposed Sale pursuant to this Section 3.1.6; provided, however, that in the case of such a separate Management Tag Notice, the applicable period to which reference is made in Section 3.1.6(b) shall be two business days. In addition, if the Partnership has not completed the proposed Sale by the end of the 120th day after the date of delivery of the Management Tag Notice by Holdings, each Participating Manager shall be released from such holder's obligations under such holder's Management Tag Offer, the Management Tag Notice shall be null and void, and it shall be necessary for a separate Management Tag Notice to be furnished, and the terms and provisions of this Section 3.1.6 separately complied with, in order to consummate such proposed Sale pursuant to this Section 3.1.6, unless the failure to complete such proposed Sale resulted directly from any failure by any Participating Manager to comply with the terms of this Section 3.1.6.

3.2 Miscellaneous Sale Provisions. The following provisions shall be applied to any proposed Sale to which Section 3.1 applies:

3.2.1 Certain Legal Requirements. In the event the consideration to be paid in exchange for Securities in a proposed Sale pursuant to Section 3.1 includes any securities, and the receipt thereof by a Participating Seller or Management Tag Seller would require under applicable law (a) the registration or qualification of such securities or of any Person as a broker or dealer or agent with respect to such securities where such registration or qualification is not otherwise required for the Sale by the Prospective Selling Security Holder(s) or (b) the provision to any Tag Along Seller or Management Tag Seller of any specified information regarding the Partnership or any of its subsidiaries, such securities or the issuer thereof that is not otherwise required to be provided for the Sale by the Prospective Selling Security Holder(s), then such Participating Seller or Management Tag Seller shall not have the option to Sell Securities in such proposed Sale. In such event, the Prospective Selling Security Holder(s) shall in the case of a Sale pursuant to Section 3.1, have the right, but not the obligation, to cause to be paid to such Participating Seller or Management Tag Seller in lieu thereof, against surrender of the Securities (in accordance with Section 3.2.5 hereof) which would have otherwise been Sold by such Participating Seller or Management Tag Seller to the Prospective Buyer in the proposed Sale, an amount in cash equal to the value of the consideration being paid for Securities of such type. The value of such consideration will be determined in the reasonable judgment of the General Partner.

3.2.2 Further Assurances. Each Participating Seller and Management Tag Seller shall take or cause to be taken all such actions as may be necessary or reasonably desirable in order to consummate expeditiously each Sale pursuant to Section 3.1 and any related transactions, including executing, acknowledging and delivering consents, assignments, waivers and other documents or instruments; furnishing information and copies of documents; filing

applications, reports, returns, filings and other documents or instruments with governmental authorities; and otherwise cooperating with the Prospective Selling Security Holder(s) and the Prospective Buyer; provided, however, that (i) Participating Sellers and Management Tag Sellers shall be obligated to become liable in respect of any representations, warranties, covenants, indemnities or otherwise to the Prospective Buyer solely to the extent provided in the immediately following sentence and (ii) the reasonable expenses incurred by any Participating Seller or Management Tag Seller that is a Manager shall be borne by the Prospective Selling Security Holder(s). Without limiting the generality of the foregoing, each Participating Seller and Management Tag Seller agrees to execute and deliver such agreements as may be reasonably specified by the Prospective Selling Security Holder(s) to which such Prospective Selling Security Holder(s) will also be party, including agreements to (a)(i) make individual representations, warranties, covenants and other agreements as to the unencumbered title to its Securities and the power, authority and legal right to Transfer such Securities, and the absence of any Adverse Claim with respect to such Securities and (ii) be liable as to such representations, warranties, covenants and other agreements, in each case to the same extent as the Prospective Selling Security Holder(s) are liable for the comparable representations, warranties, covenants and agreements made by them or on their behalf (with any limit on liability applied based on the relative value of their respective Securities); provided, however that no Participating Seller or Management Tag Seller shall be obligated to be bound by any covenant not to compete without the written consent of such Participating Seller or Management Tag Seller, and (b) in the case of a Sale pursuant to Section 3.1, be liable (whether by purchase price adjustment, indemnity payments or otherwise but not, for the avoidance of doubt, by giving in its own name, warranties, indemnities, representations, covenants and agreements in respect of the Partnership or its Subsidiaries) in respect of representations, warranties, covenants and agreements in respect of the Partnership and its subsidiaries. Notwithstanding the foregoing, the aggregate amount of liability described in the preceding sentence in connection with any Sale of Securities shall not exceed the lesser of (x) such Participating Seller's or Management Tag Seller's pro rata portion of any such liability, to be determined in accordance with such Participating Seller's or Management Tag Seller's portion of the aggregate proceeds to all Participating Sellers, Management Tag Sellers and Prospective Selling Security Holder(s) in connection with such Sale or (y) the proceeds to such Participating Seller or Management Tag Seller in connection with such Sale. Each Participating Seller and Management Tag Seller hereby constitutes and appoints each of the Prospective Selling Security Holder(s), or any of them, with full power of substitution, as such Participating Seller's and Management Tag Seller's true and lawful representative and attorney-in-fact, in such Participating Seller's and Management Tag Seller's name, place and stead, to execute and deliver any and all agreements that are consistent with this Section 3.2.2 and such member of the Prospective Selling Security Holder(s) shall provide a copy of such agreements to such Participating Seller and Management Tag Seller within five business days of execution, provided, however, that failure to deliver such documents within such time period shall not impair or affect the validity of such agreements. The foregoing power of attorney is coupled with an interest and shall continue in full force and effect notwithstanding the subsequent death, incapacity, bankruptcy or dissolution of any Participating Seller or Management Tag Seller.

3.2.3 Sale Process. The Prospective Selling Security Holder shall, in their sole discretion, decide whether or not to pursue, consummate, postpone or abandon any proposed Sale and the terms and conditions thereof. No holder of Securities nor any Affiliate of any such holder shall have any liability to any other holder of Securities or the Partnership arising from, relating to or in connection with the pursuit, consummation, postponement, abandonment or terms and conditions of any proposed Sale except to the extent such holder shall have failed to comply with the provisions of this Section 3.

3.2.4 Treatment of Options. If any Participating Seller or Management Tag Seller shall Sell vested Options in any Sale pursuant to Section 3, such Participating Seller or Management Tag Seller shall receive in exchange for vested Options consideration in the amount (if greater than zero) equal to the purchase price received by the Prospective Selling Security Holder(s) in such Sale for the number of Shares (or if Shares are not being sold by the Prospective Selling Security Holders, a number of Shares with an aggregate Per Security Percentage Interest equal to the aggregate Per Security Percentage Interests of the Securities being Sold) that would be issued upon exercise, conversion or exchange of such Options less the exercise price, if any, of such Options (to the extent exercisable, convertible or exchangeable at the time of such Sale), in each case, subject to reduction for any tax or other amounts required to be withheld under applicable law.

3.2.5 Closing. The closing of a Sale to which Section 3.1 applies shall take place (a) on the proposed Transfer date, if any, specified in the Tag Along Notice or Management Tag Notice, as applicable (provided that consummation of any Transfer may be extended beyond such date to the extent necessary to obtain any applicable governmental approval or other required approval or to satisfy other conditions), (b) if no proposed Transfer date was required to be specified in the applicable notice, at such time as the Prospective Selling Security Holder(s) shall specify by notice to each Participating Seller or Management Tag Seller and (c) at such place as the Prospective Selling Security Holder(s) shall specify by notice to each Participating Seller or Management Tag Seller, as applicable. At the closing of such Sale, each Participating Seller or Management Tag Seller shall deliver the certificates evidencing the Securities to be Sold by such Participating Seller or Management Tag Seller, duly endorsed, or with equivalent powers duly endorsed, for transfer with signature guaranteed, free and clear of any liens or encumbrances, with any transfer tax stamps affixed, against delivery of the applicable consideration, and any comparable transfer materials for any Options to be Sold.

3.3 Exchange of Vested Interests.

3.3.1 Subject to the other provisions of this Section 3.3, each Manager shall have the option to request the exchange of any Vested Interests that are Class B Interests for an in-kind distribution of equal value (as determined in the manner set forth in Section 3.3.2) of common stock of Holdings (an "Exchange"). Such request shall be made by the Manager in writing to the General Partner (an "Exchange Request"), and shall state the number of Vested Interests requested to be Exchanged and the corresponding date of grant for each Vested Interest.

3.3.2 Upon receipt of an Exchange Request, the Manager shall receive a number of shares of common stock of Holdings equal in fair market value to the consideration that such Manager would have received in respect of such Manager's Vested Interests surrendered in the Exchange in connection with a hypothetical dissolution and winding-up of the Partnership pursuant to Section 14.2(c) of the Partnership Agreement, all as determined by the General Partner in its reasonable discretion.

3.3.3 Subject to waiver by the General Partner in its reasonable discretion, the Partnership shall cause an Exchange to occur no more frequently than once per calendar quarter. Upon receipt by the General Partner of an Exchange Request, the General Partner, in its reasonable discretion, shall, within a reasonable period of time following such receipt, set the proposed date for such Exchange (the "Exchange Date"). In order to be eligible for Exchange on such Exchange Date, any other Exchange Requests must be received by the General Partner at least five (5) business days prior to such Exchange Date.

3.3.4 Upon completion of an Exchange, such Vested Interests that were Exchanged shall automatically terminate and shall cease to be outstanding.

3.3.5 Upon submission of an Exchange Request, such Manager shall execute and deliver to the General Partner such further documents, instruments and agreements and shall take such further actions as the General Partner reasonably requests to consummate or implement the Exchange and the transactions contemplated thereby.

4. HOLDER LOCK-UP.

4.1 Lock-Up. In connection with each underwritten Public Offering, each Interest Holder and Stockholder hereby agrees, at the request of the General Partner, Holdings or the managing underwriters, to be bound by and/or to execute and deliver, a lock-up agreement with the underwriter(s) of such Public Offering restricting such Interest Holder's or Stockholder's right to (a) Transfer, directly or indirectly, any Securities or any securities convertible into or exercisable or exchangeable for such Securities or (b) enter into any swap or other arrangement that transfers to another any of the economic consequences of ownership of Securities, in each case to the extent that such restrictions are agreed to by the General Partner or the board of directors of Holdings, as applicable, with the underwriter(s) of such Public Offering; provided, however, that no Interest Holder or Stockholder shall be required by this Section 4 to be bound by a lock-up agreement covering a period of greater than 90 days following the effectiveness of the related registration statement. Notwithstanding the foregoing, such lock-up agreement shall not apply to (a) transactions relating to Securities acquired in (i) open market transactions or block purchases or (ii) a Public Offering, (b) Transfers to Permitted Transferees of such Interest Holder or Stockholder permitted in accordance with the terms of this Agreement and (c) conversions of Interests into other classes of Interests or securities without change of holder. No Interest Holder or Stockholder will Transfer any equity securities of the Partnership or Holdings, or any of their respective subsidiaries, or

any securities convertible into or exercisable or exchangeable for such equity securities pursuant to a waiver from a lock-up agreement unless the benefit of such waiver is extended in a pro rata manner to all Interest Holders and Stockholders.

5. REMEDIES.

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

5.2 Deposit. Without limiting the generality of Section 5.1, if any Interest Holder or Stockholder fails to (a) deliver to the purchaser thereof the certificate or certificates evidencing Securities to be Sold pursuant to Section 3 or (b) deliver to the Partnership or Holdings, as applicable, an affidavit of the registered owner of such Securities with respect to the ownership and the loss, theft, destruction or mutilation of the certificate evidencing such Securities accompanied by an indemnity reasonably satisfactory to the General Partner or Holdings, as applicable (it being understood that if the holder is a Qualified Institutional Investor, any other holder of Securities which is an entity regularly engaged in the business of investing in companies and meeting such requirements of creditworthiness as may reasonably be imposed by the General Partner or Holdings, as applicable, or an executive officer of the General Partner or Holdings, as applicable, such Person's own agreement will be satisfactory) such that the Partnership or Holdings is willing to issue a new certificate to the purchaser evidencing the Securities being Sold (a "Affidavit and Indemnity"), then such purchaser may, provided it signs an agreement agreeing to be bound by the terms of this Section 5.2 if it is not otherwise already agreeing to be bound by the terms of this Agreement generally, at its option and in addition to all other remedies it may have, deposit the purchase price for such Securities with any national bank or trust company having combined capital, surplus and undivided profits in excess of One Hundred Million Dollars ($100,000,000) (the "Escrow Agent") and the Partnership or Holdings, as applicable, shall cancel on its books the certificate or certificates representing such Securities and thereupon all of such holder's rights in and to such Securities (other than the right to receive the applicable purchase price in accordance with the terms of this Section 5.2) shall terminate. Thereafter, upon delivery to such purchaser by such holder of the certificate or certificates evidencing such Securities (duly endorsed, or with stock powers duly endorsed, for transfer, with signature guaranteed, free and clear of any liens or encumbrances, and with any transfer tax stamps affixed) or upon delivery by such holder of an Affidavit and Indemnity to the Partnership or Holdings, as applicable, such purchaser shall instruct the Escrow Agent to deliver the purchase price for such Securities (without any interest from the date of the closing to the date of such delivery, any such interest to accrue to such purchaser), less the reasonable fees and expenses of the Escrow Agent, to such holder. Each Interest Holder and Stockholder hereby constitutes and appoints each Principal Investor, or any of them, with full power of substitution, as such Interest Holder's or Stockholder's true and

lawful representative and attorney-in-fact, in such Interest Holder's or Stockholder's name, place and stead, to execute and deliver any escrow agreement in customary form entered into with respect to such Interest Holder or Stockholder in accordance with this Section 5.2, and such Principal Investor shall provide a copy of such agreement to such Interest Holder or Stockholder within five business days of execution, provided, however, that failure to deliver such documents within such time period shall not impair or affect the validity of such agreements. The foregoing power of attorney is coupled with an interest and shall continue in full force and effect notwithstanding the subsequent death, incapacity, bankruptcy or dissolution of any Interest Holder or Stockholder.

6. LEGENDS.

6.1 Restrictive Legend. Each certificate representing Interests shall have the following legend endorsed conspicuously thereupon:

"THE VOTING OF THE INTERESTS REPRESENTED BY THIS CERTIFICATE, AND THE SALE, ENCUMBRANCE OR OTHER DISPOSITION THEREOF, ARE SUBJECT TO THE PROVISIONS OF AN INVESTORS AGREEMENT TO WHICH THE ISSUER AND CERTAIN OF ITS INTEREST HOLDERS ARE PARTY. SUCH AGREEMENT INCLUDES RESTRICTIONS AND LIMITATIONS ON THE TRANSFER OF THE INTERESTS REPRESENTED BY THIS CERTIFICATE. A COPY OF SUCH AGREEMENT MAY BE INSPECTED AT THE PRINCIPAL OFFICE OF THE ISSUER OR OBTAINED FROM THE ISSUER WITHOUT CHARGE UPON REQUEST."

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

Each certificate representing Shares shall have the following legend endorsed conspicuously thereupon:

"THE VOTING OF THE SHARES REPRESENTED BY THIS CERTIFICATE, AND THE SALE, ENCUMBRANCE OR OTHER DISPOSITION THEREOF, ARE SUBJECT TO THE PROVISIONS OF AN INVESTORS AGREEMENT TO WHICH THE ISSUER AND CERTAIN OF ITS STOCKHOLDERS ARE PARTY. SUCH AGREEMENT INCLUDES RESTRICTIONS AND LIMITATIONS ON THE TRANSFER OF THE INTERESTS REPRESENTED BY THIS CERTIFICATE. A COPY OF SUCH AGREEMENT MAY BE INSPECTED AT THE PRINCIPAL OFFICE OF THE ISSUER OR OBTAINED FROM THE ISSUER WITHOUT CHARGE UPON REQUEST."

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

6.2 1933 Act Legends. Each certificate representing Securities shall have the following legend endorsed conspicuously thereupon:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ISSUED IN A PRIVATE PLACEMENT, WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE TRANSFERRED (A) IN THE ABSENCE OF AN EFFECTIVE REGISTRATION UNDER THE ACT COVERING THE TRANSFER OR (B) IN A TRANSACTION WHICH IS EXEMPT FROM REGISTRATION UNDER THE PROVISIONS OF THE ACT, PROVIDED THAT THE ISSUER MAY REQUIRE THE TRANSFEROR TO DELIVER AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER REGARDING THE AVAILABILITY OF SUCH AN EXEMPTION."

6.3 Stop Transfer Instruction. The General Partner and Holdings will instruct any transfer agent not to register the Transfer of any Securities until the conditions specified in the foregoing legends and this Agreement are satisfied.

6.4 Termination of 1933 Act Legend. The requirement imposed by Section 6.2 hereof shall cease and terminate as to any particular Securities (a) when, in the opinion of counsel reasonably acceptable to the General Partner or Holdings, as applicable, such legend is no longer required in order to assure compliance by the Partnership and Holdings with the Securities Act or (b) when such Securities have been effectively registered under the Securities Act or transferred pursuant to Rule 144. Whenever (x) such requirement shall cease and terminate as to any Securities or (y) such Securities shall be transferable under paragraph (k) of Rule 144, the holder thereof shall be entitled to receive from the Partnership or Holdings, as applicable, without expense, new certificates not bearing the legend set forth in Section 6.2 hereof.

7. AMENDMENT, TERMINATION, ETC.

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

7.2 Written Modifications. Subject to clauses (a) and (b), this Agreement may be amended, modified, extended or terminated, and the provisions hereof may be waived (an "Amendment"), by an agreement in writing signed by the General Partner and Holdings.

(a) The consent of the Management Representative shall be required for (i) any Amendment (other than a Specified Amendment) that, in any material respect, discriminates against or could reasonably be expected to have a material adverse effect or a disproportionate adverse effect on the rights or obligations of holders of Management Securities under this Agreement or (ii) any Amendment to this sentence. By signing this Agreement, each Manager irrevocably authorizes and appoints the Management Representative as his or her sole and exclusive agent, attorney-in-fact and representative for the approval of Amendments described in the first sentence of this Section 7.2(a). The consent of a Majority in Interest of the Management Securities held by Managers shall be required for any Specified Amendment that, in any material respect, adversely affects the rights or materially increases the obligations of holders of any type or class of Management Securities

under this Agreement, provided that if such Specified Amendment is being adopted in contemplation of, or in connection with, the proposed sale of one of the Businesses, the consent of a Majority in Interest of the Management Securities held by Managers then employed by such Business also shall be required.

(b) The consent of a Majority in Interest of the Other Investor Interests shall be required for any Amendment that, by its terms, materially and adversely discriminates against the rights or obligations of the holders of Other Investor Interests as such under this Agreement (provided, that it is understood and agreed that, for the purposes of interpreting and enforcing this amendment and waiver provision, Amendments that affect all Interest Holders will not be deemed to "materially and adversely discriminate against" the holders of Other Investor Interests as such simply because holders of Other Investor Interests (i) own or hold more or less Interests than any other Interest Holders, (ii) invested more or less money in the Partnership or its direct or indirect subsidiaries than any other Interest Holders or (iii) have greater or lesser voting rights or powers than any other Interest Holders); provided, however, that any such Amendment that would disproportionately and adversely affect the rights or increase the obligations of any Investor hereunder, in its capacity as an Investor without similarly affecting the rights or obligations hereunder of all Investors of the same class, in their capacities as Investors, as the case may be, shall not be effective as to such Investor without such Investor's prior written consent.

A copy of each such Amendment shall be sent to each Interest Holder and Stockholder and shall be binding upon each party hereto and each holder of Securities subject hereto except to the extent otherwise required by law; provided that the failure to deliver a copy of such Amendment shall not impair or affect the validity of such Amendment. In addition, each party hereto and each holder of Securities subject hereto may waive any right hereunder by an instrument in writing signed by such party or holder. To the extent the Amendment of any Section of this Agreement would require a specific consent pursuant to this Section 7.2, any Amendment to the definitions used in such Section as applied to such Section shall also require the specified consent.

7.3 Withdrawal from Agreement. On and after the first date on which the Principal Investors own less than 50% of the outstanding Interests held by all Principal Investors immediately prior to the Initial Public Offering, any Investor that, together with its Applicable Affiliates, holds less than one percent (1%) of the then outstanding Interests (on behalf of itself and all of its Affiliates that hold Interests), may by written notice to the General Partner, Holdings and the Principal Investor Groups, (a) withdraw all Securities held by such holder and all of its Affiliates from this Agreement and the Registration Rights Agreement (Securities withdrawn pursuant to this clause (a), the "Withdrawn Securities") and (b) terminate this Agreement with respect to such holder and its Affiliates (holders and Affiliates withdrawing pursuant to this clause (b), the "Withdrawing Holders"). From the date of delivery of such withdrawal notice, the Withdrawn Securities shall cease to be Securities subject to this Agreement and the Registration Rights Agreement and, if applicable, the Withdrawing Holders shall cease to be parties to this Agreement and the Registration Rights Agreement and shall no longer

be subject to the obligations of this Agreement or the Registration Rights Agreement or have rights under this Agreement or the Registration Rights Agreement; provided, however, that such Withdrawing Holders, if they are members of a Principal Investor Group, shall comply with, and cause the other members of such Principal Investor Group to comply with, such Principal Investor Group's obligations under Section 7 of the GP Shareholders' Agreement to cause the removal or resignation of any managers designated by such Principal Investor Group; provided, further, that the Withdrawing Holders shall nonetheless be obligated under Section 4 with respect to any Pending Underwritten Offering to the same extent that they would have been obligated if they had not withdrawn. If, at any time all Principal Investors have become Withdrawing Holders, then any Manager may by written notice to Holdings (a) withdraw all Securities held by such Manager from this Agreement and the Registration Rights Agreement and such Manager shall cease to be a party to this Agreement and the Registration Rights Agreement and shall no longer be subject to the obligations of this Agreement or the Registration Rights Agreement or have rights under this Agreement or the Registration Rights Agreement; provided, however, that such Manager shall nonetheless be obligated under Section 4 with respect to any Pending Underwritten Offering to the same extent that such Manager would have been obligated if such Manager had not withdrawn.

7.4 Effect of Termination. No termination under this Agreement (including pursuant to Section 7.3) shall relieve any Person of liability for breach prior to termination.

8. DEFINITIONS. For purposes of this Agreement:

8.1 Certain Matters of Construction. In addition to the definitions referred to or set forth below in this Section 8:

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

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

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

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

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

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

"Affidavit and Indemnity" shall have the meaning set forth in Section 5.2.

"Affiliate" shall mean, (a) with respect to any Investor, any other Person Controlled directly or indirectly by such Investor, Controlling directly or indirectly such Investor or

directly or indirectly under the same Control as such Investor, or, in each case, a successor entity to such Investor; provided, however, that Affiliate shall not include the Partnership or any of its direct and indirect subsidiaries or any other portfolio companies of the relevant Investor or its Affiliates; and provided further, for the avoidance of doubt, that all of the funds included in the definition of any Investor shall in any event be considered Affiliates of each other fund of such Investor; and (b) with respect to any Person who is not an Investor, another Person Controlled directly or indirectly by such first Person, Controlling directly or indirectly such first Person or directly or indirectly under the same Control as such first person (for the purposes of this definition, "Control" (including, with correlative meanings, the terms "Controlling," "Controlled by" and "under common Control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise).

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

"Amendment" shall have the meaning set forth in Section 7.2.

"Applicable Affiliates" shall mean, with respect to a holder of Interests, all Affiliates of such holder who hold Interests other than those Affiliates who (a) are not "Controlled by" (as defined in the definition of "Affiliate") such holder, (b) make independent investment decisions from such holder, and (c) hold Interests only in the ordinary course of business as passive investments.

"Bermuda II" shall have the meaning set forth in the Preamble.

"Bermuda III" shall have the meaning set forth in the Preamble.

"Bermuda IV" shall have the meaning set forth in the Preamble.

"Blackstone Investors" shall mean, as of any date, Blackstone Capital Partners (Cayman) V L.P., Blackstone Capital Partners (Cayman) V-A L.P., BCP (Cayman) V-S L.P., Blackstone Family Investment Partnership (Cayman) V L.P., Blackstone Family Investment Partnership (Cayman) V-A L.P., Blackstone Participation Partnership (Cayman) V L.P., BCP V Co-Investors (Cayman) L.P., Blackstone Firestone Transaction Participation Partners (Cayman) L.P., and Blackstone Firestone Principal Transaction Partners (Cayman) L.P., and their respective Permitted Transferees, in each case only if such Person then owns any Interests or owns, directly or through such Person's pro rata share of the Partnership's ownership in the Holdings, Shares.

"Board" shall mean the board of directors of the General Partner, or any duly authorized committee thereof.

"Business" means Freescale's businesses after the Closing Date, which consist of three separate businesses: (a) transportation and standard products group, (b) networking and computing systems group, and (c) wireless and mobile solutions group.

"business day" shall mean any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City of New York.

"Carlyle Investors" shall mean, as of any date, Carlyle Partners IV Cayman, LP, CPIV Coinvestment Cayman, LP, Carlyle Asia Partners II, LP, CAP II Co-Investment, LP, CEP II Participations, S.a r.l. SICAR, Carlyle Japan Partners, L.P., and CJP Co-Investment, L.P., and their respective Permitted Transferees, in each case only if such Person then owns any Interests or owns, directly or through such Person's pro rata share of the Partnership's ownership in the Holdings, Shares.

"Change of Control" shall mean any transaction or series of related transactions (whether by merger, consolidation or sale or transfer of Interests of the Partnership or assets (including stock of its subsidiaries), or otherwise) as a result of which a Person or group (within the meaning of Section 13(d)(3) of the Exchange Act) that is not one of the Investors (or any Affiliate of such Investor, or any officer, director, or employee of such Investor or its Affiliates) obtains beneficial ownership, directly or indirectly, (i) of Interests which represent more then 50% of the total voting power in the Partnership or (ii) by lease, license, sale or otherwise, of all or substantially all of the assets of the Partnership and its subsidiaries on a consolidated basis.

"Class A Interests" shall mean Interests in the Partnership which are designated "Class A".

"Class B Interests" shall mean Interests in the Partnership, of any series, which are designated "Class B".

"Closing Date" shall mean December 1, 2006.

"Commission" shall mean the Securities and Exchange Commission.

"Common Stock" shall mean the common shares, par value $0.01 per share, of Holdings.

"Effective Time" shall mean the closing of the Initial Public Offering.

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

"Escrow Agent" shall have the meaning set forth in Section 5.2.

"Exchange" shall have the meaning set forth in Section 3.3.1.

"Exchange Act" shall mean the U.S. Securities Exchange Act of 1934, as amended, or any similar federal statute then in effect, and a reference to a particular section thereof shall be deemed to include a reference to the comparable section, if any, of any such similar federal statute.

"Exchange Date" shall have the meaning set forth in Section 3.3.3.

"Exchange Request" shall have the meaning set forth in Section 3.3.1.

"Family Member" shall mean, with respect to any natural Person, (a) any lineal descendant or ancestor or sibling (by birth or adoption) of such natural Person, (b) any spouse or former spouse of any of the foregoing, (c) any step-children of any of the foregoing in (a) or (b), (d) any legal representative or estate of any of the foregoing, or the ultimate beneficiaries of the estate of any of the foregoing, if deceased, (e) any not-for-profit corporation or private charitable foundation and (f) any trust or other bona fide estate-planning vehicle the only beneficiaries of which are any of the foregoing Persons described in clauses (a) through (e) above.

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

"General Partner" shall mean Freescale Holdings GP, Ltd. and its successors and assigns.

"Governmental Authority" means any: (i) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (ii) federal, state, local, municipal, foreign or other government; or (iii) governmental or quasi governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or entity and any court or other tribunal).

"GP Shareholders' Agreement" shall mean the Amended and Restated Shareholders' Agreement of even date herewith among the General Partner and the shareholders of the General Partner listed therein.

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

"Holdings Shareholders' Agreement" shall mean the Shareholders' Agreement of even date herewith among Holdings, the Partnership and the other parties thereto.

"Information" shall mean the books and records of Holdings or any of its direct or indirect subsidiaries and information relating to their respective properties, operations, financial condition and affairs.

"Initial Public Offering" shall mean the underwritten Public Offering of Holdings registered on Form S-1 (or any successor form under the Securities Act and the rules promulgated thereunder, as amended from time to time).

"Interests" shall mean all interests of the Partnership held by an Interest Holder, whenever issued, including all Profits Interests and Management Interests.

"Interest Holder" shall mean, collectively together with the Investors and the Managers, such other Persons, if any, that from time to time become party hereto as transferees of Interests pursuant to Section 2.2 in accordance with the terms hereof.

"Investors" shall mean, collectively, the Principal Investors and the Other Investors.

"Investor Interests" shall mean any Interests held by an Investor or their Permitted Transferees.

"Lapse Date" shall mean the fifth anniversary of the Closing Date.

"Law" means any applicable constitutional provision, statute, act, code (including the United States Internal Revenue Code of 1986, as amended from time to time), law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter of a Governmental Authority and shall include, for the avoidance of any doubt, the Companies Law (2004 Revision) of the Cayman Islands and the Bermuda Companies Act 1981, and any successor statute of either of the foregoing, as each is amended from time to time.

"Limited Partners" shall mean the Persons that are party to the Partnership Agreement that own Class A Interests and/or Class B Interests.

"Majority Blackstone Investors" shall mean, as of any date, the holders of a Majority in Interest of the Interests held by the Blackstone Investors.

"Majority Carlyle Investors" shall mean, as of any date, the holders of a Majority in Interest of the Interests held by the Carlyle Investors.

"Majority in Interest" shall mean with respect to a group of Securities of a specific type, a majority in number of such Securities.

"Majority Permira Investors" shall mean, as of any date, the holders of a Majority in Interest of the Interests held by the Permira Investors.

"Majority TPG Investors" shall mean, as of any date, the holders of a Majority in Interest of the Interests held by the TPG Investors.

"Management Equity Award Agreement" shall have the meaning set forth in the Partnership Agreement.

"Management Interests" shall mean all (i) Class A Interests held by Managers and (ii) Class B Interests.

"Management Representative" shall mean (a) Richard Beyer until such time as he is no longer the Chief Executive Officer of Holdings, (b) such successor person who is approved from time to time as the Management Representative in accordance with this Agreement, or (c) at any time when there is no Management Representative identified in accordance with the foregoing provisions, the Chief Executive Officer of Holdings.

Successor Management Representatives may be approved in writing by a Majority in Interest of the Management Interests then held by Managers, excluding, for the purposes of such calculation, the existing Management Representative, provided that such approval must occur no earlier than ten (10) business days after notice proposing a successor Management Representative is given to all such Managers, which notice may be sent only at the direction of (x) the current Management Representative, (y) the holders of at least 15% in interest of the Management Interests held by Managers or (z) the board of directors of Holdings.

"Management Securities" shall mean all Management Interests and Shares held by a Manager. Any Management Securities that are Transferred by the holder thereof to such holder's Permitted Transferees shall remain Management Securities in the hands of such Permitted Transferee.

"Managers" shall mean, collectively, each Person listed as a Manager on Schedule I hereto and such other Persons, if any, that from time to time become party hereto as a Manager.

"Options" shall mean any options to subscribe for, purchase or otherwise directly acquire Common Stock of Holdings, other than any such option held by the Partnership, Holdings or any direct or indirect subsidiary thereof, or any right to purchase Common Stock pursuant to this Agreement.

"Other Investors" shall mean each Person that is not a Principal Investor or a Manager, collectively with their Permitted Transferees.

"Participating Seller" shall have the meaning set forth in Sections 3.1.2.

"Partner" shall mean the General Partner or any of the Limited Partners and "Partners" means the General Partner and all of the Limited Partners.

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

"Partnership Agreement" shall mean the Amended and Restated Agreement of Exempted Limited Partnership of the Partnership, among the General Partner and the Limited Partners listed therein, as amended from time to time.

"Pending Underwritten Offering" means, with respect to any Withdrawing Holder or Manager withdrawing from this Agreement pursuant to Section 7.3, any underwritten Public Offering for which a registration statement relating thereto is or has been filed with the Commission either prior to, or not later than the sixtieth day after, the effectiveness of such Withdrawing Holder's withdrawal from this Agreement.

"Permira Investors" shall mean, as of any date, Permira IV L.P.2, Permira Investments Limited, P4 Co-Investment L.P. and P4 Sub L.P.1, Uberior Co-Investments Limited, European Strategic Partners, European Strategic Partners Scottish B, European Strategic Partners Scottish C, European Strategic Partners 1-LP, ESP Co-investment Limited Partnership, ESP II Conduit LP, ESP 2004 Conduit LP, ESP 2006 Conduit LP, ESP Tidal

Reach LP, Edcastle Limited Partnership, North American Strategic Partners, L.P., Rose Nominees Limited a/c 21425, A.S.F. Co-Investment Partners III, L.P., Wilshire U.S. Private Markets Fund VII, L.P., Wilshire Private Markets Short Duration Fund I, L.P. and Partners Group Access III, L.P., Inc., and their respective Permitted Transferees, in each case only if such Person then owns any Interests or owns, directly or through such Person's pro rata share of the Partnership's ownership in the Holdings, Shares.

"Permitted Transferee" shall mean, in respect of (a) any Investor, (i) any Affiliate of such Investor or (ii) any successor entity or with respect to an Investor organized as a trust, any successor trustee or co-trustee of such trust, (b) any Manager, any Investors or their respective affiliates and any Family Member of such Manager and (c) any holder of Interests who is a natural person, (i) upon the death of such natural person, such person's estate, executors, administrators, personal representatives, heirs, legatees or distributees in each case acquiring the Interests in question pursuant to the will or other instrument taking effect at death of such holder or by applicable laws of descent an distribution and (ii) any Person acquiring such Interests pursuant to a qualified domestic relations order, in each case described in clauses (a) through (c), only to the extent such transferee agrees to be bound by the terms of this Agreement in accordance with Section 2.2 (it being understood that any Transfer not meeting the foregoing conditions but purporting to rely on Section 2.1.1 shall be null and void). In addition, any Interest Holder shall be a Permitted Transferee of the Permitted Transferees of itself and any member of a Principal Investor Group shall be a Permitted Transferee of any other member of such Principal Investor Group.

"Per Security Percentage Interest" shall be the direct or indirect percentage equity ownership interest in Holdings represented by Class A Interests, Class B Interests, shares of Common Stock of Holdings and Options, calculated on a per Security basis. The calculation of the Per Security Percentage Interests will assume (i) the exercise of all vested Options, (ii) that all vested Class B Interests have a percentage ownership interest in Holdings that would result from a hypothetical dissolution and winding up of the Partnership pursuant to Section 14(c) of the Partnership Agreement and (iii) the exercise of the Warrant.

"Person" shall mean any natural person, corporation, limited partnership, general partnership, limited liability company, joint stock company, joint venture, association, company, estate, trust, bank trust company, land trust, business trust, or other organization, whether or not a legal entity, custodian, trustee-executor, administrator, nominee or entity in a representative capacity and any government or agency or political subdivision thereof.

"Principal Investor" shall mean each of the Blackstone Investors, the Carlyle Investors, the Permira Investors and the TPG Investors, and collectively referred to as the "Principal Investors".

"Principal Investor Group" shall mean any one of (a) the Blackstone Investors, collectively, (b) the Carlyle Investors, collectively, (c) the Permira Investors, collectively, and (d) the TPG Investors, collectively. Where this Agreement provides for the vote,

consent or approval of any Principal Investor Group, such vote, consent or approval shall be determined by the Majority Blackstone Investors, the Majority Carlyle Investors, the Majority Permira Investors, or the Majority TPG Investors, as the case may be, except as otherwise specifically set forth herein.

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

"Profits Interests" shall mean profits interests in the Partnership, including Class B Interests.

"Pro Rata Portion" shall mean:

(a) for purposes of Section 3.1.4, with respect to each Tag Along Seller, a number of Securities with an aggregate Per Security Percentage Interest equal to the aggregate Per Security Percentage Interest of the Securities that the Prospective Buyer is willing to purchase in the proposed Sale, multiplied by a fraction, the numerator of which is the aggregate Per Security Percentage Interest of the aggregate number of Tag Eligible Securities held by such Tag Along Seller and the denominator of which is the aggregate Per Security Percentage Interest of the aggregate number of Tag Eligible Securities held by all Tag Along Sellers; and

(b) for purposes of Section 3.1.6, with respect to each Management Tag Seller, a number of Shares equal to the aggregate number of Shares that the Prospective Buyer is willing to purchase in the proposed Sale, multiplied by a fraction, the numerator of which is the aggregate number of Shares that are Tag Eligible Securities held by such Management Tag Seller and the denominator of which is the aggregate number of Shares that are Tag Eligible Securities held by all Management Tag Sellers.

"Prospective Buyer" shall mean any Person, including the Partnership or any of its subsidiaries or any other Interest Holder, proposing to purchase or otherwise acquire Interests from a Prospective Selling Security Holder.

"Prospective Selling Security Holder" shall mean:

(c) for purposes of Sections 3.1.1 through 3.1.5 inclusive, any Interest Holder that proposes to Transfer any Interests (other than Management Interests), to any Prospective Buyer; and

(d) for purposes of Section 3.1.6, the Partnership.

"Public Offering" shall mean a public offering and sale of equity securities for cash pursuant to an effective registration statement under the Securities Act and the rules promulgated thereunder, as amended from time to time.

"Purchased Securities" shall mean (a) all Securities held by a Manager that were purchased (including all Securities acquired with property) by the original holder thereof (including those Shares purchased pursuant to the exercise of an Option) and (b) all Securities held by a Manager that are designated as Purchased Securities by the General Partner.

"Qualified Institutional Investors" shall mean (a) the Blackstone Investors; (b) the Carlyle Investors, (c) the Permira Investors; (d) the TPG Investors; and (e) the respective Affiliates of the foregoing Persons.

"Registration Rights Agreement" shall mean the Amended and Restated Registration Rights Agreement among the Partnership, Holdings and Freescale and certain holders of Securities of the Partnership, as amended from time to time.

"Representatives" shall mean such Person's respective directors, managers, officers, partners, members, principals, employees, professional advisers and agents.

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

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

"Securities" shall mean the Interests and the Shares.

"Securities Act" shall mean the U.S. Securities Act of 1933, as amended, or any similar federal statute then in effect, and a reference to a particular section thereof shall be deemed to include a reference to the comparable section, if any, of any such similar federal statute.

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

"Specified Amendment" shall mean any Amendment affecting (a) the second or third sentence of Section 7.2(a), or (b) any defined term in this Agreement to the extent used in any of the foregoing provisions as such term applies to such provisions.

"Stockholders" shall mean, collectively, each Person that holds Shares (other than the Partnership), and such other Persons, if any, that from time to time become party hereto as transferees of Shares pursuant to Section 2.2 in accordance with the terms hereof.

"Tag Along Holder" shall have the meaning set forth in Section 3.1.1.

"Tag Along Notice" shall have the meaning set forth in Section 3.1.1.

"Tag Along Offer" shall have the meaning set forth in Section 3.1.2.

"Tag Along Sale Percentage" shall be the fraction expressed as a percentage determined by dividing (x) the aggregate Per Security Percentage Interests applicable to the type and number of the Securities proposed to be Sold by a Prospective Selling Security Holder pursuant to Section 3.1 by (y) the aggregate Per Security Percentage Interests applicable to the total number of Tag Eligible Securities held by the Prospective Selling Security Holder.

"Tag Along Sellers" shall have the meaning set forth in Section 3.1.2.

"Tag Eligible Securities" shall mean (a) Management Securities or (b) for purposes of Section 3.1.6, all Shares held by the Partnership. For clauses (a) and (b), only Management Securities that will be Vested Securities as of the proposed Transfer date specified in the Tag Along Notice, if so specified, and otherwise the anticipated Transfer date as reasonably determined in good faith by the Prospective Selling Security Holder, shall be considered "Tag Eligible Securities"; provided that if the actual Transfer date has not occurred as of the proposed or anticipated Transfer date, any Management Securities that have become Vested Securities in the period between such proposed or anticipated Transfer date and the actual Transfer date shall be considered "Tag Eligible Securities" and the Tag Along Sale Percentages shall be recomputed accordingly. For purposes of Section 2.1.2(b), only Management Securities that will be Vested Securities as of the initial filing of the registration statement relating to a particular Public Offering shall be considered "Tag Eligible Securities".

"TPG Investors" shall mean, as of any date, TPG Partners IV — AIV, L.P., TPG Partners V — AIV, L.P., TPG FOF V-A, L.P. and TPG FOF V-B, L.P., and their respective Permitted Transferees, in each case only if such Person then owns any Interests or owns, directly or through such Person's pro rata share of the Partnership's ownership in the Holdings, Shares.

"Transfer" shall mean any sale, pledge, assignment, encumbrance or other transfer or disposition of any Securities to any other Person, whether directly, indirectly, voluntarily, involuntarily, by operation of law, pursuant to judicial process or otherwise. For the avoidance of doubt, it shall constitute a "Transfer" subject to the restrictions on Transfer contained or referenced in Section 2, (a) if a transferee is not an individual, a trust or an estate, and the transferor or an Affiliate thereof ceases to control such transferee (in which case, to the extent such transferee then holds assets in addition to Securities, the determination of the purchase price deemed to have been paid for the Securities held by such transferee in such deemed Transfer for purposes of the provisions of Sections 2 and 3 shall be made by Holdings in good faith) or (b) with respect to a holder of Securities which was formed for the purpose of holding Securities, there is a Transfer of the equity interests of such holder other than to a Permitted Transferee of such holder or of the party transferring the equity of such holder.

"U.S. Holdco" shall have the meaning set forth in the Preamble.

"Vested Interests" shall mean, with respect to a Manager at any time, the Interests, other than any Purchased Securities, held by such Manager which are not subject to vesting requirements at such time.

"Vested Securities" shall mean, with respect to a Manager at any time, the Management Securities, other than any Purchased Securities, held by such Manager which are not subject to vesting requirements at such time. For the avoidance of doubt, any Management Securities acquired upon the exercise, conversion or exchange of options for shares of common stock of Freescale for Interests or Shares shall constitute "Vested Securities".

"Warrant" shall mean that warrant agreement between the Partnership and Holdings, dated as of December 1, 2006.

"Withdrawing Holders" shall have the meaning set forth in Section 7.3.

"Withdrawn Securities" shall have the meaning set forth in Section 7.3.

9. CORPORATE OPPORTUNITIES.

9.1 Corporate Opportunities. Each Other Investor shall have the right to, and shall have no duty not to, engage in the same or similar business activities or lines of business as Freescale, including those deemed to be competing with Freescale. In the event that an Other Investor (or any of its Affiliates) acquires knowledge of a potential transaction or matter that may be a corporate opportunity for the Partnership, Freescale and such Other Investor (or any of its Affiliates), the Other Investor shall have no duty (contractual or otherwise) to communicate or present such corporate opportunity to the Partnership or Freescale and shall not be liable for breach of any duty (contractual or otherwise) by reason of the fact that the Other Investor (or any of its Affiliates) directly or indirectly pursues or acquires such opportunity for itself, directs such opportunity to another person, or does not present such opportunity to the Partnership or Freescale. Notwithstanding the foregoing, to the extent that the Other Investor acquires knowledge of a potential transaction or matter that may be a corporate opportunity for the Partnership, Freescale and such Other Investor (or any of its affiliates), as a result of the Other Investor's capacity as an equity holder of the Partnership or through the Other Investor's non-voting observer to the Board or as an officer of Freescale, then the Other Investor will present such opportunity to Freescale and may not pursue such opportunity for itself, or direct such opportunity to another person, unless the Partnership and Freescale have first declined to pursue such opportunity.

10. MISCELLANEOUS.

10.1 Authority; Effect. Each party hereto represents and warrants to and agrees with each other party that (a) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized on behalf of such party and do not violate any agreement or other instrument applicable to such party or by which its assets are bound and (b) this Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms,

except to the extent that the enforcement of the rights and remedies created hereby is subject to (i) bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors generally and (ii) general principles of equity. This Agreement does not, and shall not be construed to, give rise to the creation of a partnership among any of the parties hereto, or to constitute any of such parties members of a joint venture or other association.

10.2 Notices. Any notices and other communications required or permitted in this Agreement shall be effective if in writing and (a) delivered personally, (b) sent by facsimile or e-mail (if provided and the recipient acknowledges receipt thereof by reply e-mail or otherwise), or (c) sent by overnight courier, in each case, addressed as follows:

If to the Partnership, Holdings, Bermuda II, Bermuda III, Bermuda IV, U.S. Holdco or Freescale, to it:

c/o Freescale Semiconductor, Inc.
6501 William Cannon Drive West
Austin, TX 78735
Facsimile:
Attention:
E-mail:

with copies to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
Facsimile: (212) 735-2000
Attention: Mark Smith
Allison Schneirov
E-mail: msmith@skadden.com
aschneir@skadden.com

If to a Blackstone Investor or to the Blackstone Principal Investor Group, to it:

c/o Blackstone Management Associates (Cayman) V L.P.
345 Park Avenue, 31st Floor
New York, NY 10154
Facsimile: (212) 583-5722
Attention:
E-mail:

with copies to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
Facsimile: (212) 735-2000
Attention: Mark Smith
Allison Schneirov
E-mail: msmith@skadden.com
aschneir@skadden.com

If to a Carlyle Investor or to the Carlyle Principal Investor Group, to it:

The Carlyle Group
101 South Tryon Street, 25th Floor
Charlotte, NC 28280
Facsimile: (704) 632-0299
Attention: Claudius E. Watts IV
E-mail: bud.watts@carlyle.com

with copies to:

Latham & Watkins LLP
555 Eleventh Street, N.W.
Tenth Floor
Washington, D.C. 20004
Facsimile: (202) 637-2201
Attention: Daniel T. Lennon
E-mail: Daniel.Lennon@lw.com

If to a Permira Investor or to the Permira Principal Investor Group, to it:

Trafalger Court
Les Banques
St. Peter Port
Guernsey
GY1 3OL
Channel Islands
Facsimile: +44 1481 745 078
Attention: Paul Guilbert
E-mail:

with copies to:

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, NY 10004
Facsimile: (212) 859-4000
Attention: Robert Schwenkel, Esq.
Christopher Ewan, Esq.
E-mail: robert.schwenkel@friedfrank.com
christopher.ewan@friedfrank.com

If to a TPG Investor or to the TPG Principal Investor Group, to it:

Texas Pacific Group
301 Commerce Street
Suite 3300
Fort Worth, TX 76102
Facsimile:
Attention:
E-mail:

with copies to:

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006
Facsimile: (212) 225-3999
Attention: Paul Shim
E-mail: pshim@cgsh.com

If to any Manager, to it:

c/o Freescale Semiconductor, Inc.
6501 William Cannon Drive West
Austin, Texas 78735
Facsimile: (512) 895-3982
Attention: Chief Executive Officer

with copies to:

Morgan Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103
Facsimile: (215) 963-5001
Attention: Robert Lichtenstein
E-mail: rlichtenstein@morganlewis.com

If to any other Interest Holder or Stockholder, to it at the address set forth in the records of the Partnership or Holdings.

Notice to the holder of record of any Securities shall be deemed to be notice to the holder of such Securities for all purposes hereof.

Unless otherwise specified herein, such notices or other communications shall be deemed effective (x) on the date received, if personally delivered, (y) on the date received if delivered by facsimile or e-mail (subject to the recipient confirming receipt thereof in the case of e-mail) on a business day, or if not delivered on a business day, on the first business day thereafter and (z) two business days after being sent by overnight courier. Each of the parties hereto shall be entitled to specify a different address by giving notice as aforesaid to each of the other parties hereto.

10.3 Binding Effect, Etc. Except for restrictions on the Transfer of Securities set forth in other written agreements, plans or documents, this Agreement, the Partnership Agreement, the GP Shareholders' Agreement, the Holdings Shareholders' Agreement and the Registration Rights Agreement constitute the entire agreement of the parties with respect to its subject matter, supersedes all prior or contemporaneous oral or written agreements or discussions with respect to such subject matter, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns. Except as otherwise expressly provided herein, no Interest Holder or Stockholder party hereto may assign any of its respective rights or delegate any of its respective obligations under this Agreement without the prior written consent of the other parties hereto, and any attempted assignment or delegation in violation of the foregoing shall be null and void.

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

10.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one instrument. A facsimile signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original.

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

10.7 No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that certain of the parties hereto may be corporations, partnerships, limited liability companies or trusts, each party to this

Agreement covenants, agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any current or future director, officer, employee, general or limited partner, member, manager or trustee of any Interest Holder, Stockholder or of any partner, member, manager, trustee, Affiliate or assignee thereof, as such, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any current or future officer, agent or employee of any Interest Holder, Stockholder or any current or future member of any Interest Holder or Stockholder or any current or future director, officer, employee, partner, member, manager or trustee of any Interest Holder or Stockholder or of any Affiliate or assignee thereof, as such, for any obligation of any Interest Holder or Stockholder under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

10.8 Aggregation of Securities. All Securities held by an Interest Holder, Stockholder and their respective Affiliates shall be aggregated together for purposes of determining the availability of any rights under Section 3. Within any Principal Investor Group, the Principal Investors who are members of such Principal Investor Group may allocate the ability to exercise any rights under this Agreement in any manner that such Principal Investor Group (by a Majority in Interest of the Securities held by such Principal Investor Group) sees fit.

10.9 Confidentiality. Each Interest Holder and Stockholder agrees to hold in strict confidence all Information furnished to it (collectively, "Confidential Information"). Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure by an Interest Holder or Stockholder, (ii) is or becomes available to an Interest Holder or Stockholder or any of their respective Representatives on a non-confidential basis from a third party source (other than any other Interest Holder or Stockholder or their respective Representatives), which source, to the best knowledge of such Interest Holder or Stockholder (after reasonable inquiry), is not bound by a duty of confidentiality to Holdings in respect of such Confidential Information or (iii) is independently developed by an Interest Holder or Stockholder. Subject to applicable Law, each Interest Holder and Stockholder may disclose any Confidential Information to its respective Representatives (a) to the extent necessary or appropriate in connection with its investment in Holdings or for evaluating and preparing disclosure pursuant to clause (b) below in the case of professional advisers and agents and to any Affiliate, partner or member of such Interest Holder or Stockholder in the ordinary course of business, provided that each of such Representatives shall be bound by the provisions of this Section 10.9 and shall, if requested by Holdings, sign an undertaking agreeing to be bound by this Section 10.9 prior to receiving any Confidential Information, (b) to the extent necessary for an Interest Holder or Stockholder to enforce its rights under this Agreement, the other agreements entered into in connection herewith or (c) as may otherwise be required by Law (including reporting under securities Laws and governmental filings); provided that such Interest Holder or Stockholder takes reasonable steps to minimize the extent of any such required disclosure, including using

reasonable best efforts to obtain a protective order in any legal proceeding, and provide Holdings with notice describing the disclosure that was or is to be made. If an Interest Holder or Stockholder or any of their respective Representatives is required by Law or regulation or any legal or judicial process to disclose any Confidential Information, or disclosure of Confidential Information is requested by any (x) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (y) federal, state, local, municipal, foreign or other government; or (z) governmental or quasi Governmental Authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or entity and any court or other tribunal) having authority over such Interest Holder or Stockholder, such Interest Holder or Stockholder shall promptly notify Holding of such requirement so that Holding may at its own expense oppose such requirement or seek a protective order and request confidential treatment thereof. If such Interest Holder or Stockholder or any of their respective Representatives is nonetheless required, or such a request nonetheless remains outstanding, to disclose any such Confidential Information, such Interest Holder or Stockholder or their respective Representative may disclose such portion of such Confidential Information without liability hereunder.

11. GOVERNING LAW.

11.1 Governing Law. This Agreement and all claims arising out of or based upon this Agreement or relating to the subject matter hereof shall be governed by and construed in accordance with the domestic substantive laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

11.2 Consent to Jurisdiction. All actions arising out of or relating to this Agreement shall be heard and determined exclusively in any New York state or federal court sitting in the Borough of Manhattan in The City of New York. The parties hereto hereby (a) submit to the exclusive jurisdiction of any state or federal court sitting in the Borough of Manhattan of The City of New York for the purpose of any action arising out of or relating to this Agreement brought by any party hereto, and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune of from attachment or execution, that the action is brought in an inconvenient forum, that the venue of the action is improper, or that this Agreement or the transactions contemplated hereby may not be enforced in or by any of the above-named courts.

11.3 WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH PARTY HERETO HEREBY WAIVES AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE OR ACTION, CLAIM, CAUSE OF ACTION OR SUIT (IN CONTRACT, TORT OR OTHERWISE), INQUIRY, PROCEEDING OR INVESTIGATION ARISING OUT OF OR BASED UPON THIS

AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE TRANSACTIONS CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING. EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTIES HERETO THAT THIS SECTION 11.3 CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH THEY ARE RELYING AND WILL RELY IN ENTERING INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 11.3 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

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

[Signature pages follow**]**

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement (or caused this Agreement to be executed on its behalf by its officer or representative thereunto duly authorized) under seal as of the date first above written.

FREESCALE HOLDINGS L.P.

By: Freescale Holdings GP, Ltd., its general partner

By: /s/ Richard Beyer
Name: Richard Beyer
Title: Chairman

FREESCALE SEMICONDUCTOR HOLDINGS I, LTD.

By: /s/ David Stasse
Name: David Stasse
Title: Treasurer

FREESCALE SEMICONDUCTOR HOLDINGS II, LTD.

By: /s/ David Stasse
Name: David Stasse
Title: Treasurer

FREESCALE SEMICONDUCTOR HOLDINGS III, LTD.

By: /s/ David Stasse
Name: David Stasse
Title: Treasurer

FREESCALE SEMICONDUCTOR HOLDINGS IV, LTD.

By: /s/ David Stasse
Name: David Stasse
Title: Treasurer

FREESCALE SEMICONDUCTOR HOLDINGS V, LTD.

By: /s/ David Stasse
Name: David Stasse
Title: Treasurer

FREESCALE SEMICONDUCTOR, INC.

By: /s/ David Stasse
Name: David Stasse
Title: Vice President and Treasurer

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement (or caused this Agreement to be executed on its behalf by its officer or representative thereunto duly authorized) under seal as of the date first above written.

BLACKSTONE CAPITAL PARTNERS (CAYMAN) V L.P.

By: Blackstone Management Associates (Cayman) V L.P., its general partner

By: Blackstone LR Associates (Cayman) V Ltd., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

BLACKSTONE CAPITAL PARTNERS (CAYMAN) V-A L.P.

By: Blackstone Management Associates (Cayman) V L.P., its general partner

By: Blackstone LR Associates (Cayman) V Ltd., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

BCP (CAYMAN) V-S L.P.

By: Blackstone Management Associates (Cayman) V L.P., its general partner

By: Blackstone LR Associates (Cayman) V Ltd., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

BLACKSTONE FAMILY INVESTMENT PARTNERSHIP (CAYMAN) V L.P.

By: BCP V GP L.L.C., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Management Director

BLACKSTONE FAMILY INVESTMENT PARTNERSHIP (CAYMAN) V-SMD L.P.

By: Blackstone Family GP L.L.C., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

BLACKSTONE PARTICIPATION PARTNERSHIP (CAYMAN) V L.P.

By: BCP V GP L.L.C., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

BCP V CO-INVESTORS (CAYMAN) L.P.

By: Blackstone Management Associates (Cayman) V L.P., its general partner

By: Blackstone LR Associates (Cayman) V Ltd., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

BLACKSTONE FIRESTONE TRANSACTION PARTICIPATION PARTNERS (CAYMAN) L.P.

By: Blackstone Management Associates (Cayman) V L.P., its general partner

By: Blackstone LR Associates (Cayman) V Ltd., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

BLACKSTONE FIRESTONE PRINCIPAL TRANSACTION PARTNERS (CAYMAN) L.P.

By: Blackstone Management Associates (Cayman) V L.P., its general partner

By: Blackstone LR Associates (Cayman) V Ltd., its general partner

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

CARLYLE PARTNERS IV CAYMAN, L.P.

By: TC Group IV Cayman, L.P., its general partner

By: CP IV GP, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

CPIV COINVESTMENT CAYMAN, L.P.

By: TC Group IV Cayman, L.P., its general partner

By: CP IV GP, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

CARLYLE ASIA PARTNERS II, L.P.

By: CAP II General Partner, L.P., its general partner

By: CAP II, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

CAP II CO-INVESTMENT, L.P.

By: CAP II General Partner, L.P., its general partner

By: CAP II, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

CEP II PARTICIPATIONS S.A.R.L SICAR

By: /s/ David B. Pearson
Name: David B. Pearson
Title: Director

By: /s/ Christopher Finn
Name: Christopher Finn
Title: Director

CARLYLE JAPAN PARTNERS, L.P.

By: CJP General Partner, L.P., its general partner

By: Carlyle Japan Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

CJP CO-INVESTMENT, L.P.

By: CJP General Partner, L.P., its general partner

By: Carlyle Japan Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

P4 SUB L.P.1

By: Permira IV Managers L.P., its manager

By: Permira IV Managers Limited, its general partner

By: /s/ Kees Jager
Name: Kees Jager
Title: As Alternate Director to Vic Holmes

PERMIRA IV L.P.2

By: Permira IV Managers L.P., its manager

By: Permira IV Managers Limited, its general partner

By: /s/ Kees Jager
Name: Kees Jager
Title: As Alternate Director to Vic Holmes

PERMIRA INVESTMENTS LIMITED

By: Permira Nominees Limited, as nominee

By: /s/ Kees Jager
Name: Kees Jager
Title: As Alternate Director to Vic Holmes

P4 CO-INVESTMENT L.P.

By: Permira IV G.P. L.P., its manager

By: Permira IV GP Limited, its general partner

By: /s/ Kees Jager
Name: Kees Jager
Title: As Alternate Director to Vic Holmes

TPG PARTNERS IV — AIV, L.P.

By: TPG GenPar IV-AIV, L.P., its general partner

By: TPG GenPar IV-AIV Advisors, Inc., its general partner

By: /s/ Ronald Cami
Name: Ronald Cami
Title: Vice President

TPG PARTNERS V — AIV, L.P.

By: TPG GenPar V-AIV, L.P., its general partner

By: TPG Advisors V-AIV, Inc., its general partner

By: /s/ Ronald Cami
Name: Ronald Cami
Title: Vice President

TPG FOF V-A, L.P.

By: TPG GenPar V, L.P., its general partner

By: TPG GenPar V Advisors, LLC, its general partner

By: /s/ Ronald Cami
Name: Ronald Cami
Title: Vice President

TPG FOF V-B, L.P.

By: TPG GenPar V, L.P., its general partner

By: TPG GenPar V Advisors, LLC, its general partner

By: /s/ Ronald Cami
Name: Ronald Cami
Title: Vice President

THE OTHER INVESTORS:

WILSHIRE PRIVATE MARKETS SHORT DURATION FUND I L.P.

By: Permira Advisers LLC, as Attorney-in-Fact

By: /s/ Thomas Lister
Name: Thomas Lister
Title: Authorized Signatory

WILSHIRE US PRIVATE MARKETS FUND VII L.P.

By: Permira Advisers LLC, as Attorney-in-Fact

By: /s/ Thomas Lister
Name: Thomas Lister
Title: Authorized Signatory

UBERIOR CO-INVESTMENTS LIMITED

By: Permira Advisers LLC, as Attorney-in-Fact

By: /s/ Thomas Lister
Name: Thomas Lister
Title: Authorized Signatory

PARTNERS GROUP ACCESS III L.P.

By: Permira Advisers LLC, as Attorney-in-Fact

By: /s/ Thomas Lister
Name: Thomas Lister
Title: Authorized Signatory

ASF CO-INVESTMENT PARTNERS III L.P.

By: Permira Advisers LLC, as Attorney-in-Fact

By: /s/ Thomas Lister
Name: Thomas Lister
Title: Authorized Signatory

EUROPEAN STRATEGIC PARTNERS

By: Permira Advisers LLC, as Attorney-in-Fact

By: /s/ Thomas Lister
Name: Thomas Lister
Title: Authorized Signatory

EUROPEAN STRATEGIC PARTNERS SCOTTISH B

By: Permira Advisers LLC, as Attorney-in-Fact

By: /s/ Thomas Lister
Name: Thomas Lister
Title: Authorized Signatory

EUROPEAN STRATEGIC PARTNERS SCOTTISH C

By: Permira Advisers LLC, as Attorney-in-Fact

By: /s/ Thomas Lister
Name: Thomas Lister
Title: Authorized Signatory

EUROPEAN STRATEGIC PARTNERS 1-LP

By: Permira Advisers LLC, as Attorney-in-Fact

By: /s/ Thomas Lister
Name: Thomas Lister
Title: Authorized Signatory

ESP CO-INVESTMENT LIMITED PARTNERSHIP

By: Permira Advisers LLC, as Attorney-in-Fact

By: /s/ Thomas Lister
Name: Thomas Lister
Title: Authorized Signatory

ESP II CONDUIT LP

By: Permira Advisers LLC, as Attorney-in-Fact

By: /s/ Thomas Lister
Name: Thomas Lister
Title: Authorized Signatory

ESP 2004 CONDUIT LP

By: Permira Advisers LLC, as Attorney-in-Fact

By: /s/ Thomas Lister
Name: Thomas Lister
Title: Authorized Signatory

ESP 2006 CONDUIT LP

By: Permira Advisers LLC, as Attorney-in-Fact

By: /s/ Thomas Lister
Name: Thomas Lister
Title: Authorized Signatory

ESP TIDAL REACH LP

By: Permira Advisers LLC, as Attorney-in-Fact

By: /s/ Thomas Lister
Name: Thomas Lister
Title: Authorized Signatory

EDCASTLE LIMITED PARTNERSHIP

By: Permira Advisers LLC, as Attorney-in-Fact

By: /s/ Thomas Lister
Name: Thomas Lister
Title: Authorized Signatory

NORTH AMERICAN STRATEGIC PARTNERS LP

By: Permira Advisers LLC, as Attorney-in-Fact

By: /s/ Thomas Lister
Name: Thomas Lister
Title: Authorized Signatory

ROSE NOMINEES LIMITED

By: Permira Advisers LLC, as Attorney-in-Fact

By: /s/ Thomas Lister

Name: Thomas Lister
Title: Authorized Signatory

THE MANAGEMENT REPRESENTATIVE:

RICHARD BEYER

/s/ Richard Beyer

SCHEDULE I

	Number of Class A Interests	Number of Class B Interests	Shares Subject to Options	Date of Contribution / Grant
Blackstone Capital Partners (Cayman) V L.P.	424,088.17			December 1, 2006
Blackstone Capital Partners (Cayman) V-A L.P.	392,632.86			December 1, 2006
BCP (Cayman) V-S L.P.	336,297.30			December 1, 2006
Blackstone Family Investment Partnership (Cayman) V L.P.	40,061.25			December 1, 2006
Blackstone Family Investment Partnership (Cayman) V-A L.P.	4,110.38			December 1, 2006
Blackstone Participation Partnership (Cayman) V L.P.	2,809.04			December 1, 2006
BCP V Co-Investors (Cayman) L.P.	807,555.52			December 1, 2006
Blackstone Firestone Principal Transaction Partners (Cayman) L.P.	750,000.00			December 1, 2006
Blackstone Firestone Transaction Participation Partners (Cayman) L.P.	637,500.00			December 1, 2006
Carlyle Partners IV Cayman, LP	754,526.16			December 1, 2006
CPIV Coinvestment Cayman, LP	30,472.84			December 1, 2006
Carlyle Asia Partners II, LP	121,585.87			December 1, 2006
CAP II Co-Investment, LP	3,414.13			December 1, 2006
CEP II Participations, S.a r.l. SICAR	150,000.00			December 1, 2006
Carlyle Japan Partners, L.P.	61,494.00			December 1, 2006
CJP Co-Investment, LP	3,506.00			December 1, 2006
P4 Sub L.P.1	218,670.31			December 1, 2006
Permira IV L.P. 2	883,487.97			December 1, 2006
Permira Investments Limited	17,790.31			December 1, 2006
P4 Co-Investment L.P.	5,050.41			December 1, 2006
TPG Partners IV—AIV, L.P.	300,000.00			December 1, 2006
TPG Partners V—AIV, L.P.	696,706.00			December 1, 2006
TPG FOF V-A, L.P	1,823.00			
TPG FOF V-B, L.P.	1,470.00			

	Number of Class A Interests	Number of Class B Interests	Shares Subject to Options	Date of Contribution / Grant
Harbourvest Partners VIII-Buyout Fund, L.P.	10,000.00			December 1, 2006
Harbourvest Partners 2004 Direct Fund, L.P.	10,000.00			December 1, 2006
Hamilton Lane Co-Investment Fund L.P.	25,000.00			December 1, 2006
Performance Direct Investments II, L.P.	13,157.50			December 1, 2006
Wilshire Private Markets Short Duration Fund I, L.P.	4,500.00			December 1, 2006
Wilshire US Private Markets Fund VII, L.P.	4,500.00			December 1, 2006
Uberior Co-Investments Limited	75,000.00			December 1, 2006
Partners Group Access III, L.P.	50,000.00			December 1, 2006
A.S.F. Co-Investment Partners III, L.P.	15,000.00			December 1, 2006
European Strategic Partners	13,062.45			December 1, 2006
European Strategic Partners Scottish B	1,536.05			December 1, 2006
European Strategic Partners Scottish C	1,330.56			December 1, 2006
European Strategic Partners 1-LP	3,117.73			December 1, 2006
ESP Co-Investment Limited Partnership	53.21			December 1, 2006
ESP II Conduit LP	18,400.00			December 1, 2006
ESP 2004 Conduit LP	17,200.00			December 1, 2006
ESP 2006 Conduit LP	10,800.00			December 1, 2006
ESP Tidal Reach LP	5,100.00			December 1, 2006
Edcastle Limited Partnership	11,400.00			December 1, 2006
North American Strategic Partners, LP	6,250.00			December 1, 2006
Rose Nominees Limited a/c 21425	1,500.00			December 1, 2006
GGC Investments II BVI, LP	71,077.97			December 1, 2006
GGC Investments II-A Adjunct BVI, LP	19,441.80			December 1, 2006

	Number of Class A Interests	Number of Class B Interests	Shares Subject to Options	Date of Contribution / Grant
GGC Investment Fund II (AI), LP	1,772.53			December 1, 2006
GGC Investment Fund II-A (AI), LP	484.84			December 1, 2006
GGC Associates II-QP, LLC	2,101.10			December 1, 2006
GGC Associates II-AI, LLC	33.22			December 1, 2006
CCG AV, LLC-series C	3,388.54			December 1, 2006
CCG AV, LLC-series A	1,000.00			December 1, 2006
CCG AV, LLC-series I	700.00			December 1, 2006
Battery Ventures VII, L.P.	24,530.00			December 1, 2006
Battery Investment Partners VII, LLC	470.00			December 1, 2006
Freescale Holdings MLP, Ltd.	4.00			December 22, 2007
MANAGERS				
William Bradford	164.08			December 1, 2006
Alan Campbell	741.68		550,234.28	December 1, 2006
Richard Chambers	22.72		62,336.00	December 1, 2006
Sandeep Chennakeshu	500.00	15,237.39		December 1, 2006
Sam Coursen	110.32		405,323.44	December 1, 2006
Paul Grimme		5,714.00	279,600.00	December 1, 2006
Gregory Heinlein	186.40		347,397.14	December 1, 2006
Denis Griot		4,571.22		December 1, 2006
Karl J Johnson	328.00		245,615.44	December 1, 2006
Michel Mayer		80,544.23		December 1, 2006
Jan Money		1,524.00	103,651.44	December 1, 2006
Jignasha Patel	50.76		62,336.00	December 1, 2006
Alex Pepe			180,605.72	December 1, 2006
David Perkins		6,178.45	552,925.70	December 1, 2006
Sumit Sadana		7,619.00	243,908.58	December 1, 2006
Saied Tehrani	160.00		185,957.42	December 1, 2006
Suresh Venkatesan	95.00		167,262.58	December 1, 2006

	Number of Class A Interests	Number of Class B Interests	Shares Subject to Options	Date of Contribution / Grant
Tsuneo Takahashi				December 1, 2006
John Torres		7,618.70	98,651.42	December 1, 2006
Kurt Twining		3,331.00	120,411.44	December 1, 2006
Joseph Tin Chong Yiu	200.00	2,459.00	40,674.28	December 1, 2006
Chekib Akrout			207,792.00	December 1, 2006
Berardino Baratta			57,142.00	December 1, 2006
Gregory E Bartlett			425,071.44	December 1, 2006
Babak Bastani			57,142.00	December 1, 2006
Jacqueline Bergen			117,476.28	December 1, 2006
Denis Blanc			33,246.00	December 1, 2006
Richard Bosshardt			51,948.00	December 1, 2006
Ronald Boyd			62,336.00	December 1, 2006
Klaus Buehring			259,740.00	December 1, 2006
Thierry Cammal			36,362.00	December 1, 2006
Jeffrey Capra			20,778.00	December 1, 2006
Raymond Cornyn			117,764.58	December 1, 2006
Sandra Cox			62,336.00	December 1, 2006
Daniel R Cronin			276,706.86	December 1, 2006
Samantha Crosby			62,336.00	December 1, 2006
Subramanyan Dakshinamoorthy			233,894.86	December 1, 2006
Thomas Deitrich			363,636.00	December 1, 2006
Dino DiBernardo			88,310.00	December 1, 2006
Ron Dickinson			61,135.14	December 1, 2006
John Diehl			31,168.00	December 1, 2006
Steven Erickson			41,558.00	December 1, 2006
Guruswamy Ganesh			118,181.72	December 1, 2006
William Gilmour			62,336.00	December 1, 2006
Frederick Glasgow			129,998.86	December 1, 2006
Paul Gray			62,336.00	December 1, 2006
Carlos M Gutierrez			151,957.72	December 1, 2006
Frederic Haine			46,752.00	December 1, 2006
Ishrat Hakim			102,459.14	December 1, 2006
Andrea Handy			41,558.00	December 1, 2006

	Number of Class A Interests	Number of Class B Interests	Shares Subject to Options	Date of Contribution / Grant
Kenneth Hansen			103,896.00	December 1, 2006
Karen Harrell			68,050.28	December 1, 2006
Mitchell Haws			51,948.00	December 1, 2006
Ross Hirschi			41,558.00	December 1, 2006
Tay Leung Ho			67,155.14	December 1, 2006
Yui Kaye Ho			36,362.57	December 1, 2006
John Holmes			148,100.58	December 1, 2006
Tsuneji Inami			75,758.86	December 1, 2006
Michael Jedrzejewski			57,142.00	December 1, 2006
Chris Kanning			31,168.00	December 1, 2006
Kaivan Karimi			83,116.00	December 1, 2006
Israel Kashat			77,922.00	December 1, 2006
Keivan Keshvari			62,336.00	December 1, 2006
Demetre Kondylis			77,922.00	December 1, 2006
Neil Krohn			51,948.00	December 1, 2006
Franck Lamy			62,336.00	December 1, 2006
William Ledbetter			31,168.00	December 1, 2006
Tony Lim			108,050.28	December 1, 2006
Thomas K Linton			220,778.28	December 1, 2006
Gary Lloyd			65,662.00	December 1, 2006
Scott Logeman			62,336.00	December 1, 2006
Louis Lutostanski			228,570.00	December 1, 2006
Christopher Magnella			62,336.00	December 1, 2006
Satoru Matsumoto			359,534.28	December 1, 2006
Kevin Mc Greevy			20,778.00	December 1, 2006
Michael McCourt			259,740.00	December 1, 2006
Samuel McCoy			36,362.00	December 1, 2006
Roy McFarland			62,336.00	December 1, 2006
James McHugh			36,362.00	December 1, 2006
Lynelle McKay			415,584.00	December 1, 2006
William McKean			155,844.00	December 1, 2006
Renee Mitchell			62,336.00	December 1, 2006
Gulzar Mohd Ali			249,350.00	December 1, 2006

	Number of Class A Interests	Number of Class B Interests	Shares Subject to Options	Date of Contribution / Grant
Andrew Morton			187,012.00	December 1, 2006
Mark Mouritsen			80,583.42	December 1, 2006
Arman Naghavi			259,740.00	December 1, 2006
Ranjit Nair			112,207.72	December 1, 2006
Changhae Park			128,998.84	December 1, 2006
Larry Parsons			131,301.72	December 1, 2006
John Pence			77,922.00	December 1, 2006
David Perkins				December 1, 2006
Dac Pham			88,310.00	December 1, 2006
Laurie Pulatie Hahn			51,948.00	December 1, 2006
Joseph Pumo			41,558.00	December 1, 2006
Anand Ramamoorthy			31,168.00	December 1, 2006
Karen Rapp			83,116.00	December 1, 2006
Paul Reidy			207,792.00	December 1, 2006
Brett Rodgers			62,336.00	December 1, 2006
Jane Roney			77,922.00	December 1, 2006
Karen Roscher			207,792.00	December 1, 2006
Danielle Royston			67,532.00	December 1, 2006
Clayton Salch			103,896.00	December 1, 2006
Connie Schroeder			67,532.00	December 1, 2006
Peter Schulmeyer			81,764.58	December 1, 2006
Ronen Shtayer			62,336.00	December 1, 2006
Alasdair Smith			46,752.00	December 1, 2006
Chong Beng Soon			41,558.00	December 1, 2006
Kevin Speirits			289,105.72	December 1, 2006
David Springer			83,116.00	December 1, 2006
Jill St John-Butler			51,948.00	December 1, 2006
David Stasse			41,558.00	December 1, 2006
Sandra Segaran Al T Doraisamy			93,944.30	December 1, 2006
Raja Tabet			153,083.14	December 1, 2006
Nelan Velaayidam			185,627.98	December 1, 2006
Steve Wainwright			259,740.00	December 1, 2006
Juergen Weyer			338,294.84	December 1, 2006

	Number of Class A Interests	Number of Class B Interests	Shares Subject to Options	Date of Contribution / Grant
Gavin Woods			155,844.00	December 1, 2006
Jennifer Wuamett			207,792.00	December 1, 2006
Keng Chong Yan			95,808.00	December 1, 2006
Dewayne Youngberg			62,336.00	December 1, 2006
Steve Kaufman	150.00			

Exhibit 10.4

AGREEMENT RELATING TO
TERMINATION OF MANAGEMENT FEE AGREEMENT

THIS AGREEMENT is dated as of June 1, 2011 (this "Agreement") and is between Freescale Semiconductor, Inc., a Delaware corporation (the "Company") and Blackstone Management Partners L.L.C. (the "Advisor").

RECITALS

WHEREAS, pursuant to a Management Fee Agreement ("Management Fee Agreement"), dated as of December 2, 2006, the Company contracted with the Advisor for the provision of specified services including but not limited to management and advisory services;

WHEREAS, during the course of the Agreement the Advisor has provided significant and specific expertise to the Company in the areas of corporate finance, capital structure, business strategy, investments, acquisitions and divestitures, operations, manufacturing, executive recruitment and other human resource matters, and supply chain;

WHEREAS, pursuant to Section 3(b) of the Management Fee Agreement, the Advisor and the Company have agreed to terminate the Agreement;

WHEREAS, the Advisor and the Company have negotiated a termination payment as contemplated by and in satisfaction of the Company's obligations under the Management Fee Agreement; and

WHEREAS, the Advisor is no longer obligated to provide future services to the Company.

NOW, THEREFORE, in consideration of the premises and agreements contained herein and of other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Management Fee Agreement.

2. Termination. Effective upon the consummation of the Qualified Public Offering of the Company (the "QPO Closing Date") and the payment of the Payment (as defined below), the Company and the Advisor hereby terminate the Management Fee Agreement (other than the Company's obligations pursuant to Sections 3, 4, and 5, and the Company's obligation to pay any unpaid amounts that have otherwise become due and payable under the Management Fee Agreement, which shall survive such termination pursuant to the terms of the Management Fee Agreement), in consideration for such termination, the Company hereby agrees to pay (or cause one of its subsidiaries to pay) to the Advisor the sum of $33,626,000.00 in cash (the "Payment") on the QPO Closing Date. The Payment shall be paid by wire transfer in same-day funds to the bank account designated by the Advisor.

3. Representations and Warranties. Each party hereto represents and warrants that the execution and delivery of this Agreement by such party has been duly authorized by all necessary action of such party.

4. Counterparts. This Agreement may be executed and delivered by each party hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same Agreement.

5. Governing Law. This Agreement and all claims arising out of or based upon this Agreement or relating to the subject matter hereof shall be governed by and construed in accordance with the domestic substantive laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

6. Jurisdiction. All actions arising out of or relating to this Agreement shall be heard and determined exclusively in any New York state or federal court sitting in the Borough of Manhattan in The City of New York. The parties hereto hereby (a) submit to the exclusive jurisdiction of any state or federal court sitting in the Borough of Manhattan of The City of New York for the purpose of any action arising out of or relating to this Agreement brought by any party hereto, and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune of from attachment or execution, that the action is brought in an inconvenient forum, that the venue of the action is improper, or that this Agreement or the transactions contemplated hereby may not be enforced in or by any of the above-named courts.

7. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

[Remainder of Page Intentionally Left Blank**]**

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Agreement on the date first written above.

FREESCALE SEMICONDUCTOR, INC.

By: /s/ Alan Campbell
Name: Alan Campbell
Title: Senior Vice President and Chief Financial Officer

BLACKSTONE MANAGEMENT PARTNERS L.L.C.

By: /s/ Chinh Chu
Name: Chinh Chu
Title: Senior Managing Director

Exhibit 10.5

AGREEMENT RELATING TO
TERMINATION OF MANAGEMENT FEE AGREEMENT

THIS AGREEMENT is dated as of June 1, 2011 (this "Agreement") and is between Freescale Semiconductor, Inc., a Delaware corporation (the "Company") and Permira Advisers (London) Limited (the "Advisor").

RECITALS

WHEREAS, pursuant to a Management Fee Agreement ("Management Fee Agreement"), dated as of December 2, 2006, the Company contracted with the Advisor for the provision of specified services including but not limited to management and advisory services;

WHEREAS, during the course of the Agreement the Advisor has provided significant and specific expertise to the Company in the areas of corporate finance, capital structure, business strategy, investments, acquisitions and divestitures, operations, manufacturing, executive recruitment and other human resource matters, and supply chain;

WHEREAS, pursuant to Section 3(b) of the Management Fee Agreement, the Advisor and the Company have agreed to terminate the Agreement;

WHEREAS, the Advisor and the Company have negotiated a termination payment as contemplated by and in satisfaction of the Company's obligations under the Management Fee Agreement; and

WHEREAS, the Advisor is no longer obligated to provide future services to the Company.

NOW, THEREFORE, in consideration of the premises and agreements contained herein and of other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Management Fee Agreement.

2. Termination. Effective upon the consummation of the Qualified Public Offering of the Company (the "QPO Closing Date") and the payment of the Payment (as defined below), the Company and the Advisor hereby terminate the Management Fee Agreement (other than the Company's obligations pursuant to Sections 3, 4, and 5, and the Company's obligation to pay any unpaid amounts that have otherwise become due and payable under the Management Fee Agreement, which shall survive such termination pursuant to the terms of the Management Fee Agreement), in consideration for such termination, the Company hereby agrees to pay (or cause one of its subsidiaries to pay) to the Advisor the sum of $6,528,000.00 in cash (the "Payment") on the QPO Closing Date. The Payment shall be paid by wire transfer in same-day funds to the bank account designated by the Advisor.

3. Representations and Warranties. Each party hereto represents and warrants that the execution and delivery of this Agreement by such party has been duly authorized by all necessary action of such party.

4. Counterparts. This Agreement may be executed and delivered by each party hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same Agreement.

5. Governing Law. This Agreement and all claims arising out of or based upon this Agreement or relating to the subject matter hereof shall be governed by and construed in accordance with the domestic substantive laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

6. Jurisdiction. All actions arising out of or relating to this Agreement shall be heard and determined exclusively in any New York state or federal court sitting in the Borough of Manhattan in The City of New York. The parties hereto hereby (a) submit to the exclusive jurisdiction of any state or federal court sitting in the Borough of Manhattan of The City of New York for the purpose of any action arising out of or relating to this Agreement brought by any party hereto, and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune of from attachment or execution, that the action is brought in an inconvenient forum, that the venue of the action is improper, or that this Agreement or the transactions contemplated hereby may not be enforced in or by any of the above-named courts.

7. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

[Remainder of Page Intentionally Left Blank**]**

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Agreement on the date first written above.

FREESCALE SEMICONDUCTOR, INC.

By: /s/ Alan Campbell
Name: Alan Campbell
Title: Senior Vice President and Chief Financial Officer

PERMIRA ADVISERS (LONDON) LTD.

By: /s/ Thomas Lister
Name: Thomas Lister
Title:

Exhibit 10.6

AGREEMENT RELATING TO
TERMINATION OF MANAGEMENT FEE AGREEMENT

THIS AGREEMENT is dated as of June 1, 2011 (this "Agreement") and is between Freescale Semiconductor, Inc., a Delaware corporation (the "Company") and Permira Advisers LLC (the "Advisor").

RECITALS

WHEREAS, pursuant to a Management Fee Agreement ("Management Fee Agreement"), dated as of December 2, 2006, the Company contracted with the Advisor for the provision of specified services including but not limited to management and advisory services;

WHEREAS, during the course of the Agreement the Advisor has provided significant and specific expertise to the Company in the areas of corporate finance, capital structure, business strategy, investments, acquisitions and divestitures, operations, manufacturing, executive recruitment and other human resource matters, and supply chain;

WHEREAS, pursuant to Section 3(b) of the Management Fee Agreement, the Advisor and the Company have agreed to terminate the Agreement;

WHEREAS, the Advisor and the Company have negotiated a termination payment as contemplated by and in satisfaction of the Company's obligations under the Management Fee Agreement; and

WHEREAS, the Advisor is no longer obligated to provide future services to the Company.

NOW, THEREFORE, in consideration of the premises and agreements contained herein and of other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Management Fee Agreement.

2. Termination. Effective upon the consummation of the Qualified Public Offering of the Company (the "QPO Closing Date") and the payment of the Payment (as defined below), the Company and the Advisor hereby terminate the Management Fee Agreement (other than the Company's obligations pursuant to Sections 3, 4, and 5, and the Company's obligation to pay any unpaid amounts that have otherwise become due and payable under the Management Fee Agreement, which shall survive such termination pursuant to the terms of the Management Fee Agreement), in consideration for such termination, the Company hereby agrees to pay (or cause one of its subsidiaries to pay) to the Advisor the sum of $6,528,000.00 in cash (the "Payment") on the QPO Closing Date. The Payment shall be paid by wire transfer in same-day funds to the bank account designated by the Advisor.

3. Representations and Warranties. Each party hereto represents and warrants that the execution and delivery of this Agreement by such party has been duly authorized by all necessary action of such party.

4. Counterparts. This Agreement may be executed and delivered by each party hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same Agreement.

5. Governing Law. This Agreement and all claims arising out of or based upon this Agreement or relating to the subject matter hereof shall be governed by and construed in accordance with the domestic substantive laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

6. Jurisdiction. All actions arising out of or relating to this Agreement shall be heard and determined exclusively in any New York state or federal court sitting in the Borough of Manhattan in The City of New York. The parties hereto hereby (a) submit to the exclusive jurisdiction of any state or federal court sitting in the Borough of Manhattan of The City of New York for the purpose of any action arising out of or relating to this Agreement brought by any party hereto, and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune of from attachment or execution, that the action is brought in an inconvenient forum, that the venue of the action is improper, or that this Agreement or the transactions contemplated hereby may not be enforced in or by any of the above-named courts.

7. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

[Remainder of Page Intentionally Left Blank**]**

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Agreement on the date first written above.

FREESCALE SEMICONDUCTOR, INC.

By: /s/ Alan Campbell
Name: Alan Campbell
Title: Senior Vice President and Chief Financial Officer

PERMIRA ADVISERS LLC

By: /s/ Duncan Smith
Name: Duncan Smith
Title: Director

AGREEMENT RELATING TO TERMINATION OF MANAGEMENT FEE AGREEMENT

THIS AGREEMENT is dated as of June 1, 2011 (this "Agreement") and is between Freescale Semiconductor, Inc., a Delaware corporation (the "Company") and TC Group IV, L.L.C. (the "Advisor").

RECITALS

WHEREAS, pursuant to a Management Fee Agreement ("Management Fee Agreement"), dated as of December 2, 2006, the Company contracted with the Advisor for the provision of specified services including but not limited to management and advisory services;

WHEREAS, during the course of the Agreement the Advisor has provided significant and specific expertise to the Company in the areas of corporate finance, capital structure, business strategy, investments, acquisitions and divestitures, operations, manufacturing, executive recruitment and other human resource matters, and supply chain;

WHEREAS, pursuant to Section 3(b) of the Management Fee Agreement, the Advisor and the Company have agreed to terminate the Agreement;

WHEREAS, the Advisor and the Company have negotiated a termination payment as contemplated by and in satisfaction of the Company's obligations under the Management Fee Agreement; and

WHEREAS, the Advisor is no longer obligated to provide future services to the Company.

NOW, THEREFORE, in consideration of the premises and agreements contained herein and of other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Management Fee Agreement.
2. Termination. Effective upon the consummation of the Qualified Public Offering of the Company (the "QPO Closing Date") and the payment of the Payment (as defined below), the Company and the Advisor hereby terminate the Management Fee Agreement (other than the Company's obligations pursuant to Sections 3, 4, and 5, and the Company's obligation to pay any unpaid amounts that have otherwise become due and payable under the Management Fee Agreement, which shall survive such termination pursuant to the terms of the Management Fee Agreement), in consideration for such termination, the Company hereby agrees to pay (or cause one of its subsidiaries to pay) to the Advisor the sum of $10,778,000.00 in cash (the "Payment") on the QPO Closing Date. The Payment shall be paid by wire transfer in same-day funds to the bank account designated by the Advisor.

3. Representations and Warranties. Each party hereto represents and warrants that the execution and delivery of this Agreement by such party has been duly authorized by all necessary action of such party.

4. Counterparts. This Agreement may be executed and delivered by each party hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same Agreement.

5. Governing Law. This Agreement and all claims arising out of or based upon this Agreement or relating to the subject matter hereof shall be governed by and construed in accordance with the domestic substantive laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

6. Jurisdiction. All actions arising out of or relating to this Agreement shall be heard and determined exclusively in any New York state or federal court sitting in the Borough of Manhattan in The City of New York. The parties hereto hereby (a) submit to the exclusive jurisdiction of any state or federal court sitting in the Borough of Manhattan of The City of New York for the purpose of any action arising out of or relating to this Agreement brought by any party hereto, and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune of from attachment or execution, that the action is brought in an inconvenient forum, that the venue of the action is improper, or that this Agreement or the transactions contemplated hereby may not be enforced in or by any of the above-named courts.

7. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

[Remainder of Page Intentionally Left Blank**]**

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Agreement on the date first written above.

FREESCALE SEMICONDUCTOR, INC.

By: /s/ Alan Campbell
Name: Alan Campbell
Title: Senior Vice President and Chief Financial Officer

TC GROUP IV, L.L.C.

By: TC Group, L.L.C., its sole member

By: TCG Holdings, L.L.C., its managing member

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Managing Director

Exhibit 10.8

AGREEMENT RELATING TO
TERMINATION OF MANAGEMENT FEE AGREEMENT

THIS AGREEMENT is dated as of June 1, 2011 (this "Agreement") and is between Freescale Semiconductor, Inc., a Delaware corporation (the "Company") and TPG GenPar IV – AIV, L.P. (the "Advisor").

RECITALS

WHEREAS, pursuant to a Management Fee Agreement ("Management Fee Agreement"), dated as of December 2, 2006, the Company contracted with the Advisor for the provision of specified services including but not limited to management and advisory services;

WHEREAS, during the course of the Agreement the Advisor has provided significant and specific expertise to the Company in the areas of corporate finance, capital structure, business strategy, investments, acquisitions and divestitures, operations, manufacturing, executive recruitment and other human resource matters, and supply chain;

WHEREAS, pursuant to Section 3(b) of the Management Fee Agreement, the Advisor and the Company have agreed to terminate the Agreement;

WHEREAS, the Advisor and the Company have negotiated a termination payment as contemplated by and in satisfaction of the Company's obligations under the Management Fee Agreement; and

WHEREAS, the Advisor is no longer obligated to provide future services to the Company.

NOW, THEREFORE, in consideration of the premises and agreements contained herein and of other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Management Fee Agreement.

2. Termination. Effective upon the consummation of the Qualified Public Offering of the Company (the "QPO Closing Date") and the payment of the Payment (as defined below), the Company and the Advisor hereby terminate the Management Fee Agreement (other than the Company's obligations pursuant to Sections 3, 4, and 5, and the Company's obligation to pay any unpaid amounts that have otherwise become due and payable under the Management Fee Agreement, which shall survive such termination pursuant to the terms of the Management Fee Agreement), in consideration for such termination, the Company hereby agrees to pay (or cause one of its subsidiaries to pay) to the Advisor or its designee the sum of $2,876,400.00 in cash (the "Payment") on the QPO Closing Date. The Payment shall be paid by wire transfer in same-day funds to the bank account designated by the Advisor.

3. Representations and Warranties. Each party hereto represents and warrants that the execution and delivery of this Agreement by such party has been duly authorized by all necessary action of such party.

4. Counterparts. This Agreement may be executed and delivered by each party hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same Agreement.

5. Governing Law. This Agreement and all claims arising out of or based upon this Agreement or relating to the subject matter hereof shall be governed by and construed in accordance with the domestic substantive laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

6. Jurisdiction. All actions arising out of or relating to this Agreement shall be heard and determined exclusively in any New York state or federal court sitting in the Borough of Manhattan in The City of New York. The parties hereto hereby (a) submit to the exclusive jurisdiction of any state or federal court sitting in the Borough of Manhattan of The City of New York for the purpose of any action arising out of or relating to this Agreement brought by any party hereto, and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune of from attachment or execution, that the action is brought in an inconvenient forum, that the venue of the action is improper, or that this Agreement or the transactions contemplated hereby may not be enforced in or by any of the above-named courts.

7. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

[Remainder of Page Intentionally Left Blank**]**

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Agreement on the date first written above.

FREESCALE SEMICONDUCTOR, INC.

By: /s/ Alan Campbell
Name: Alan Campbell
Title: Senior Vice President and Chief Financial Officer

TPG GENPAR IV – AIV, L.P.

By: TPG GenPar IV- AIV Advisors, Inc., its general partner

By: /s/ Ronald Cami
Name: Ronald Cami
Title: Vice President

Exhibit 10.9

AGREEMENT RELATING TO
TERMINATION OF MANAGEMENT FEE AGREEMENT

THIS AGREEMENT is dated as of June 1, 2011 (this "Agreement") and is between Freescale Semiconductor, Inc., a Delaware corporation (the "Company") and TPG GenPar V – AIV, L.P. (the "Advisor").

RECITALS

WHEREAS, pursuant to a Management Fee Agreement ("Management Fee Agreement"), dated as of December 2, 2006, the Company contracted with the Advisor for the provision of specified services including but not limited to management and advisory services;

WHEREAS, during the course of the Agreement the Advisor has provided significant and specific expertise to the Company in the areas of corporate finance, capital structure, business strategy, investments, acquisitions and divestitures, operations, manufacturing, executive recruitment and other human resource matters, and supply chain;

WHEREAS, pursuant to Section 3(b) of the Management Fee Agreement, the Advisor and the Company have agreed to terminate the Agreement;

WHEREAS, the Advisor and the Company have negotiated a termination payment as contemplated by and in satisfaction of the Company's obligations under the Management Fee Agreement; and

WHEREAS, the Advisor is no longer obligated to provide future services to the Company.

NOW, THEREFORE, in consideration of the premises and agreements contained herein and of other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Management Fee Agreement.

2. Termination. Effective upon the consummation of the Qualified Public Offering of the Company (the "QPO Closing Date") and the payment of the Payment (as defined below), the Company and the Advisor hereby terminate the Management Fee Agreement (other than the Company's obligations pursuant to Sections 3, 4, and 5, and the Company's obligation to pay any unpaid amounts that have otherwise become due and payable under the Management Fee Agreement, which shall survive such termination pursuant to the terms of the Management Fee Agreement), in consideration for such termination, the Company hereby agrees to pay (or cause one of its subsidiaries to pay) to the Advisor or its designee the sum of $6,704,800.00 in cash (the "Payment") on the QPO Closing Date. The Payment shall be paid by wire transfer in same-day funds to the bank account designated by the Advisor.

3. Representations and Warranties. Each party hereto represents and warrants that the execution and delivery of this Agreement by such party has been duly authorized by all necessary action of such party.

4. Counterparts. This Agreement may be executed and delivered by each party hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same Agreement.

5. Governing Law. This Agreement and all claims arising out of or based upon this Agreement or relating to the subject matter hereof shall be governed by and construed in accordance with the domestic substantive laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

6. Jurisdiction. All actions arising out of or relating to this Agreement shall be heard and determined exclusively in any New York state or federal court sitting in the Borough of Manhattan in The City of New York. The parties hereto hereby (a) submit to the exclusive jurisdiction of any state or federal court sitting in the Borough of Manhattan of The City of New York for the purpose of any action arising out of or relating to this Agreement brought by any party hereto, and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune of from attachment or execution, that the action is brought in an inconvenient forum, that the venue of the action is improper, or that this Agreement or the transactions contemplated hereby may not be enforced in or by any of the above-named courts.

7. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

[Remainder of Page Intentionally Left Blank**]**

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Agreement on the date first written above.

FREESCALE SEMICONDUCTOR, INC.

By: /s/ Alan Campbell
Name: Alan Campbell
Title: Senior Vice President and Chief Financial Officer

TPG GENPAR V – AIV, L.P.

By: TPG Advisors V Advisors, LLC, its general partner

By: /s/ Ronald Cami
Name: Ronald Cami
Title: Vice President

FREESCALE SEMICONDUCTOR HOLDINGS
2011 OMNIBUS INCENTIVE PLAN

Section 1. Purpose of Plan.

The name of the Plan is the Freescale Semiconductor Holdings 2011 Omnibus Incentive Plan (the "Plan"). The purposes of the Plan are to provide an additional incentive to selected management, employees, directors, independent contractors, and consultants of the Company or its Affiliates (as hereinafter defined) whose contributions are essential to the growth and success of the Company's business, in order to strengthen the commitment of such persons to the Company and its Subsidiaries, motivate such persons to faithfully and diligently perform their responsibilities and attract and retain competent and dedicated persons whose efforts will result in the long-term growth and profitability of the Company. To accomplish such purposes, the Plan provides that the Company may grant Options, Share Appreciation Rights, Restricted Shares, Deferred Shares, Performance Shares, Other Share-Based Awards, Cash-Based Awards or any combination of the foregoing. The Plan is separate and distinct from the Former Plans (as hereinafter defined). The Plan is intended to be exempt from Section 162(m) of the Code (as hereinafter defined) until the first shareholder meeting occurring after the close of the third calendar year following the calendar year in which the Company becomes publicly held.

Section 2. Definitions.

For purposes of the Plan, the following terms shall be defined as set forth below:

(a) "Administrator" means the Board, the Committee of the Board duly appointed to administer the Plan, or the employee or officer to whom administration is delegated, to the extent permitted by applicable law, in accordance with Section 3 hereof.

(b) "Affiliate" means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified. An entity shall be deemed an Affiliate of the Company for purposes of this definition only for such periods as the requisite ownership or control relationship is maintained.

(c) "Award" means any Option, Share Appreciation Right, Restricted Share, Deferred Share, Performance Share, Other Share-Based Award or Cash-Based Award granted under the Plan.

(d) "Award Agreement" means any written agreement, contract or other instrument or document evidencing an Award.

(e) "Beneficial Owner" (or any variant thereof) has the meaning defined in Rule 13d-3 under the Exchange Act.

(f) "Board" means the Board of Directors of the Company.

(g) "Bye-laws" mean the bye-laws of the Company, as may be amended and/or restated from time to time.

(h) "Cash-Based Award" means cash awarded pursuant to Section 11 hereof, including Awards of restricted cash and cash awarded upon the attainment of Performance Goals.

(i) "Cause" shall have the meaning assigned to such term in any individual employment or severance agreement or Award Agreement with the Participant or, if no such agreement exists or if such agreement does not define "Cause," Cause shall mean (i) the Participant commits any act of fraud, intentional misrepresentation or serious misconduct in connection with the business of the Company or any Affiliate, including, but not limited to, falsifying any documents or agreements (regardless of form); (ii) the Participant materially violates any rule or policy of the Company or any Affiliate (A) for which violation an employee may be terminated pursuant to the written policies of the Company or any Affiliate reasonably applicable to such an employee, (B) which violation results in material damage to the Company or any Affiliate or (C) which, after written notice to do so, the Participant fails to correct within a reasonable time; (iii) other than solely due to Disability, the Participant willfully breaches or habitually neglects any material aspect of the Participant's duties assigned to the Participant by the Company or any Affiliate, which assignment was reasonable in light of the Participant's position with the Company or its Subsidiaries (all of the foregoing duties, "Duties"); (iv) other than solely due to Disability, the Participant fails, after written notice, adequately to perform any Duties and such failure is reasonably likely to have a material adverse impact upon the Company or any Affiliate or the operations of any of them; provided, that, for purposes of this clause (iv), such a material adverse impact will be solely determined with reference to the Participant's Duties and annual compensation as such Duties and compensation relate to the Participant's job classification; (v) the Participant materially fails to comply with a direction from the Chief Executive Officer of the Company, the Board or the board of directors of any Affiliate of the Company with respect to a material matter, which direction was reasonable in light of the Participant's position with the Company or any Affiliate; (vi) while employed by or providing services to the Company or any Affiliate, and without the written approval of the Board, the Participant performs services for any other corporation or person which competes with the Company or any of its Subsidiaries, or otherwise violates any restrictive covenants contained in any Award Agreement or any other agreement between the Participant and the Company or any Affiliate; (vii) the Participant's indictment, conviction, or entering a plea of guilty or *nolo contendere* to, a felony (other than a traffic or moving violation) or any crime involving dishonesty; (viii) the Participant engages in any other action that may result in termination of an employee for cause pursuant to any generally applied standard, of which standard the Participant knew or reasonably should have known, adopted in good faith by the Board or the board of directors of any of the Company's Subsidiaries from time to time but prior to such action or condition; or (ix) any willful breach by the Participant of his fiduciary duties as a director of the Company or any of its Subsidiaries.

(j) "Change in Capitalization" means any (1) merger, amalgamation, consolidation, reclassification, recapitalization, spin-off, spin-out, repurchase or other reorganization or corporate transaction or event, (2) ordinary or special dividend (whether in the form of cash, Common Shares or other property), share split or reverse share split, (3) combination or exchange of shares, (4) other change in corporate structure, or (5) any other transaction, distribution or action, which, in any such case, the Administrator determines, in its sole discretion, affects the Shares such that an adjustment pursuant to Section 5 hereof is appropriate.

(k) "Change in Control" shall be deemed to have occurred if an event set forth in any one of the following paragraphs shall have occurred:

(1) any Person, other than one or more Qualified Institutional Investors (as such term is defined in the Investors Agreement), is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including the securities beneficially owned by such Person or any securities acquired directly from the Company or any Affiliate thereof) representing 50% or more of the combined voting power of the Company's then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (A) of paragraph (3) below, and provided that for so long as (x) the Partnership (as such term is defined in the Investors Agreement) and its subsidiaries own more than 50% of the combined voting power of the Company's then outstanding securities and (y) one or more Qualified Institutional Investors own more than 50% of the combined voting power of the then outstanding securities of the general partner of the Partnership, such Qualified Institutional Investors will be deemed to beneficially own the combined voting power of the outstanding securities owned by the Partnership and its subsidiaries; or

(2) during any period of twelve consecutive months, the following individuals cease for any reason to constitute a majority of the number of directors then serving on the Board: individuals who, on the date hereof, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including, but not limited to, a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company's shareholders was approved or recommended by a vote of a majority of the directors then still in office who either were directors on the date hereof or whose appointment, election or nomination for election was previously so approved or recommended; or

(3) there is consummated a merger, amalgamation or consolidation of the Company or any Subsidiary thereof with any other corporation, other than (A) a merger, amalgamation or consolidation which results in the voting securities of the Company outstanding immediately prior to such merger, amalgamation or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or the amalgamated company or any parent thereof) at least 50% of the combined voting power of the securities of the Company or such surviving entity or the amalgamated company or any parent thereof outstanding immediately after such merger, amalgamation or consolidation or (B) a merger, amalgamation or consolidation effected to implement a recapitalization of the

Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities Beneficially Owned by such Person any securities acquired directly from the Company or its Affiliates) representing 50% or more of the combined voting power of the Company's then outstanding securities; or

(4) the shareholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, other than (A) a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least fifty percent (50%) of the combined voting power of the voting securities of which are owned by shareholders of the Company following the completion of such transaction in substantially the same proportions as their ownership of the Company immediately prior to such sale or (B) a sale or disposition of all or substantially all of the Company's assets immediately following which the individuals who comprise the Board immediately prior thereto constitute at least a majority of the board of directors of the entity to which such assets are sold or disposed or, if such entity is a subsidiary, the ultimate parent thereof.

For each Award that constitutes deferred compensation under Section 409A of the Code, a Change in Control shall be deemed to have occurred under the Plan with respect to such Award, resulting in the payment of such Award, only if a change in the ownership or effective control of the Company or a change in ownership of a substantial portion of the assets of the Company shall also be deemed to have occurred under Section 409A of the Code.

Notwithstanding the foregoing, a Change in Control shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the holders of Common Shares immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions.

(l) "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor thereto.

(m) "Committee" means the Compensation and Leadership Committee of the Board, or a sub-committee of the Compensation and Leadership Committee, or in the absence of such Committee, the Board. Subject to the discretion of the Board, the Committee shall be composed entirely of individuals who meet the qualifications of a "non-employee director" within the meaning of Rule 16b-3 under the Exchange Act and any other qualifications required by the applicable stock exchange on which the Common Shares are traded. If at any time or to any extent the Board shall not administer the Plan, then the functions of the Administrator specified in the Plan shall be exercised by the Committee. Except as otherwise provided in the Bye-laws of the Company or any Committee charter, any action of the Committee with respect to the administration of the Plan shall be taken by a majority vote at a meeting at which a quorum is duly constituted or unanimous written consent of the Committee's members.

(n) "Common Shares" means the common shares, par value $0.01 per share, of the Company.

(o) "Company" means Freescale Semiconductor Holdings I, Ltd. (or any successor company, except as the term "Company" is used in the definition of "Change in Control" above).

(p) "Deferred Shares" means the right granted pursuant to Section 9 hereof to receive Shares at the end of a specified deferral period or periods and/or upon attainment of specified performance objectives.

(q) "Disability" means, with respect to any Participant, that such Participant (i) as determined by the Administrator in its sole discretion, is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, or (ii) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the Company or an Affiliate thereof.

(r) "Eligible Recipient" means an employee, director, independent contractor or consultant of the Company or any Affiliate of the Company who has been selected as an eligible participant by the Administrator; provided, however, to the extent required to avoid the imposition of additional taxes under Section 409A of the Code, an Eligible Recipient of an Option or a Share Appreciation Right means an employee, director, independent contractor or consultant of the Company or any Subsidiary of the Company who has been selected as an eligible participant by the Administrator.

(s) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.

(t) "Exercise Price" means, with respect to any Award under which the holder may purchase Shares, the per share price at which a holder of such Award granted hereunder may purchase Shares issuable upon exercise of such Award.

(u) "Fair Market Value" as of a particular date shall mean the fair market value of a Common Share as determined by the Administrator in its sole discretion; provided, however, that (i) if the Common Shares are admitted to trading on a national securities exchange, the fair market value of a Common Share on any date shall be the closing sale price reported for such share on such exchange on such date or, if no sale was reported on such date, on the last day preceding such date on which a sale was reported, (ii) if the Common Shares are admitted to quotation on the New York Stock Exchange ("NYSE") system or other comparable quotation system and has been designated as a National Market System ("NMS") security, the fair market value of a Common Share on any date shall be the closing sale price reported for such share on such system on such date or, if no sale was reported on such date, on the last date preceding

such date on which a sale was reported, or (iii) if the Common Shares are admitted to quotation on NYSE but has not been designated as an NMS security, the fair market value of a Common Share on any date shall be the average of the highest bid and lowest asked prices of such share on such system on such date or, if both bid and ask prices were not reported on such date, on the last date preceding such date on which both bid and ask prices were reported.

(v) "Former Plans" shall mean the Freescale Holdings 2006 Management Incentive Plan and the Freescale Semiconductor Holdings 2007 Employee Incentive Plan.

(w) "Investors Agreement" shall mean the Investors Agreement by and among Freescale Holdings L.P., Freescale Holdings (Bermuda) I, Ltd., Freescale Holdings (Bermuda) II, Ltd., Freescale Holdings (Bermuda) III, Ltd., Freescale Acquisition Holdings Corp., Freescale Holdings (Bermuda) IV, Ltd., Freescale Acquisition Corporation and Certain Freescale Holdings L.P. Investors and certain stockholders of Freescale Holdings (Bermuda) I, Ltd. dated as of December 1, 2006, as supplemented and amended.

(x) "Option" means an option to purchase Common Shares granted pursuant to Section 7 hereof.

(y) "Other Share-Based Award" means a right or other interest granted pursuant to Section 10 hereof that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on or related to, Common Shares, including, but not limited to, unrestricted Shares, restricted share units, dividend equivalents or performance units, each of which may be subject to the attainment of Performance Goals or a period of continued employment or other terms or conditions as permitted under the Plan.

(z) "Participant" means any Eligible Recipient selected by the Administrator, pursuant to the Administrator's authority provided for in Section 3 below, to receive grants of Options, Share Appreciation Rights, Restricted Shares, Deferred Shares, Performance Shares, Other Share-Based Awards, Cash-Based Awards or any combination of the foregoing, and, upon his or her death, his or her successors, heirs, executors and administrators, as the case may be.

(aa) "Performance Goals" means performance goals based on criteria as determined by the Committee, in the Committee's sole discretion. Where applicable, the Performance Goals may be expressed in terms of attaining a specified level of the particular criteria or the attainment of a percentage increase or decrease in the particular criteria, and may be applied to one or more of the Company or Affiliate thereof, or a division or strategic business unit of the Company, or may be applied to the performance of the Company relative to a market index, a group of other companies or a combination thereof, all as determined by the Committee. The Performance Goals may include a threshold level of performance below which no payment shall be made (or no vesting shall occur), levels of performance at which specified payments shall be made (or specified vesting shall occur), and a maximum level of performance above which no

additional payment shall be made (or at which full vesting shall occur). The Committee shall have the authority to make equitable adjustments to the Performance Goals in recognition of unusual or non-recurring events affecting the Company or any Affiliate thereof or the financial statements of the Company or any Affiliate thereof, in response to changes in applicable laws or regulations, or to account for items of gain, loss or expense determined to be extraordinary or unusual in nature or infrequent in occurrence or related to the disposal of a segment of a business or related to a change in accounting principles.

(bb) "Performance Shares" means Shares that are subject to restrictions that lapse upon the attainment of specified performance objectives and that are granted pursuant to Section 9 below.

(cc) "Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (i) the Company or any Subsidiary thereof, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary thereof, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of shares of the Company.

(dd) "Register of Members" means the register of members required to be maintained by the Company in accordance with Section 65 of the Companies Act 1981, as amended.

(ee) "Restricted Shares" means Shares granted pursuant to Section 9 below subject to certain restrictions that lapse at the end of a specified period or periods.

(ff) "Retirement" means the Participant's voluntary termination of employment after the date on which the Participant has reached the age of 55 and has a total of at least five years of continuous employment with the Company or its Subsidiaries, including any employment with Freescale Semiconductor, Inc. prior to December 1, 2006.

(gg) "Shares" means Common Shares reserved for issuance under the Plan, as adjusted pursuant to the Plan, and any successor security (pursuant to a merger, amalgamation, consolidation or other reorganization).

(hh) "Share Appreciation Right" means the right pursuant to an Award granted under Section 8 below to receive an amount equal to the excess, if any, of (i) the aggregate Fair Market Value, as of the date such Award or portion thereof is surrendered, of the Shares covered by such Award or such portion thereof, over (ii) the aggregate Exercise Price of such Award or such portion thereof.

(ii) "Subsidiary" means, with respect to any Person, as of any date of determination, any other Person as to which such first Person owns or otherwise controls, directly or indirectly, more than 50% of the voting shares or other similar interests or a

sole general partner interest or managing member or similar interest of such other Person. An entity shall be deemed a Subsidiary of the Company for purposes of this definition only for such periods as the requisite ownership or control relationship is maintained.

Section 3. Administration.

(a) The Plan shall be administered by the Administrator and shall be administered, to the extent applicable, in accordance with the requirements of Rule 16b-3 under the Exchange Act. The Plan is intended to comply with or be exempt from Section 409A of the Code, and shall be administered, construed and interpreted in accordance with such intent. To the extent that an Award, issuance and/or payment is subject to or exempt from Section 409A of the Code, it shall be awarded and/or issued or paid in a manner that will comply with Section 409A of the Code or the applicable exemption of Section 409A, including any applicable regulations or guidance issued by the Secretary of the United States Treasury Department and the Internal Revenue Service with respect thereto.

(b) Pursuant to the terms of the Plan, the Administrator, subject, in the case of any Committee, to any restrictions on the authority delegated to it by the Board, shall have the power and authority, without limitation:

(1) to select those Eligible Recipients who shall be Participants;

(2) to determine whether and to what extent Options, Share Appreciation Rights, Restricted Shares, Deferred Shares, Performance Shares, Other Share-Based Awards or a combination of any of the foregoing, are to be granted hereunder to Participants;

(3) to determine the number of Shares to be covered by each Award granted hereunder;

(4) to determine the terms and conditions, not inconsistent with the terms of the Plan, of each Award granted hereunder (including, but not limited to, (i) the restrictions applicable to Restricted Shares or Deferred Shares and the conditions under which restrictions applicable to such Restricted Shares or Deferred Shares shall lapse, (ii) the performance goals and periods applicable to Performance Shares, (iii) the Exercise Price of each Award, (iv) the vesting schedule applicable to each Award, (v) the number of Shares subject to each Award and (vi) subject to the requirements of Section 409A of the Code (to the extent applicable), any amendments to the terms and conditions of outstanding Awards, including, but not limited to, extending the exercise period of such Awards and accelerating the vesting schedule of such Awards), and, if the Administrator in its discretion determines to accelerate the vesting of Options and/or Share Appreciation Rights in connection with a Change in Control, the Administrator shall also have discretion in connection with such action to provide that all Options and/or Share Appreciation Rights outstanding immediately prior to such Change in Control shall expire on the effective date of such Change in Control;

(5) to determine the terms and conditions, not inconsistent with the terms of the Plan, which shall govern all written instruments evidencing Options, Share Appreciation Rights, Restricted Shares, Deferred Shares, Performance Shares or Other Share-Based Awards or any combination of the foregoing granted hereunder;

(6) to determine the Fair Market Value;

(7) to determine the duration and purpose of leaves of absence which may be granted to a Participant without constituting termination of the Participant's employment for purposes of Awards granted under the Plan;

(8) to adopt, alter and repeal such administrative rules, guidelines and practices governing the Plan as it shall from time to time deem advisable; and

(9) to construe and interpret the terms and provisions of the Plan and any Award issued under the Plan (and any Award Agreement relating thereto), and to otherwise supervise the administration of the Plan and to exercise all powers and authorities either specifically granted under the Plan or necessary and advisable in the administration of the Plan.

(c) To the extent permitted by applicable law, the Administrator may at any time delegate to one or more employees or officers of the Company its authority over the administration of the Plan.

(d) All decisions made by the Administrator pursuant to the provisions of the Plan shall be final, conclusive and binding on all persons, including the Company and the Participants. No member of the Board or the Committee, nor any officer or employee of the Company or any Subsidiary thereof acting on behalf of the Board or the Committee, shall be personally liable for any action, omission, determination, or interpretation taken or made in good faith with respect to the Plan, and all members of the Board or the Committee and each and any officer or employee of the Company and of any Subsidiary thereof acting on their behalf shall, to the maximum extent permitted by law, be fully indemnified and protected by the Company in respect of any such action, omission, determination or interpretation.

Section 4. Shares Reserved for Issuance Under the Plan.

(a) Subject to Section 5 hereof, the number of Common Shares that are reserved and available for issuance pursuant to Awards granted under the Plan is 21,661,249 Shares.

(b) Shares issued under the Plan may, in whole or in part, be authorized but unissued Shares or Shares that shall have been or may be reacquired by the Company in the open market, in private transactions, or otherwise and held as treasury shares. If any Shares subject to an Award or Common Shares subject to an award granted under the Former Plans are, in either case, forfeited, cancelled, exchanged or surrendered, settled in cash or if an Award or an award granted under the Former Plans otherwise terminates or expires without a distribution of shares to the Participant, such

Shares or Common Shares shall, to the extent of any such forfeiture, cancellation, exchange, surrender, settlement, termination or expiration, be available for Awards under the Plan. The reserve of Shares shall not be reduced by any Awards granted in substitution for, or in assumption of, outstanding awards previously granted by an entity acquired by the Company or an Affiliate or with which the Company or Affiliate combines. Notwithstanding the foregoing, Shares surrendered or withheld as payment of either the Exercise Price of an Award (including Shares otherwise underlying an Award of a Share Appreciation Right that are retained by the Company to account for the grant price of such Share Appreciation Right) and/or withholding taxes in respect of an Award shall no longer be available for grant under the Plan. Notwithstanding this Section 4(b), this Plan is separate and distinct from the Former Plans.

Section 5. Equitable Adjustments.

In the event of any Change in Capitalization, an equitable substitution or proportionate adjustment shall be made, in each case, as may be determined by the Administrator, in its sole discretion, in (i) the aggregate number of Common Shares reserved for issuance under the Plan and the maximum number of Shares that may be subject to Awards granted to any Participant in any calendar or fiscal year, (ii) the kind, number and Exercise Price subject to outstanding Options and Share Appreciation Rights granted under the Plan, and (iii) the kind, number and purchase price of Shares subject to outstanding Restricted Shares, Deferred Shares, Performance Shares or Other Share-Based Awards granted under the Plan; provided, however, that any fractional shares resulting from the adjustment shall be eliminated; and provided further that no such adjustment shall cause any Award hereunder which is or could be subject to Section 409A of the Code to fail to comply with the requirements of such section. Such other equitable substitutions or adjustments shall be made as may be determined by the Administrator, in its sole discretion. Without limiting the generality of the foregoing, in connection with a Change in Capitalization, the Administrator may provide, in its sole discretion, for the cancellation of any outstanding Award granted hereunder in exchange for payment in cash or other property having an aggregate Fair Market Value of the Shares covered by such award, reduced by the aggregate Exercise Price or purchase price thereof, if any. The Administrator's determinations pursuant to this Section 5 shall be final, binding and conclusive.

Section 6. Eligibility.

The Participants under the Plan shall be selected from time to time by the Administrator, in its sole discretion, from those individuals that qualify as Eligible Recipients.

Section 7. Options.

(a) General. Each Participant who is granted an Option shall enter into an Award Agreement with the Company, containing such terms and conditions as the Administrator shall determine, in its sole discretion, which Award Agreement shall set forth, among other things, the Exercise Price of the Option, the term of the Option and provisions regarding exercisability of the Option. Notwithstanding the foregoing, except

as otherwise determined by the Administrator, the prospective recipient of an Option shall not have any rights with respect to such Award, unless and until such recipient has executed an Award Agreement and delivered a fully executed copy thereof to the Company or, in the discretion of the Administrator, by electronic acceptance of the Award Agreement in the Company's equity recordkeeping system, within a period of sixty (60) days (or such other period as the Administrator may specify) after the award date. The provisions of each Option need not be the same with respect to each Participant. More than one Option may be granted to the same Participant and be outstanding concurrently hereunder. Options granted under the Plan shall be subject to the terms and conditions set forth in this Section 7 and shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Administrator shall deem desirable and set forth in the applicable Award Agreement. Each Option granted hereunder is intended to be a non-qualified Option and is not intended to qualify as an "incentive stock option" within the meaning of Section 422 of the Code.

(b) Exercise Price. The Exercise Price of Shares purchasable under an Option shall be determined by the Administrator in its sole discretion at the time of grant; provided, that the Exercise Price is at least its par value, and provided further that in no event shall the Exercise Price of an Option be less than one hundred percent (100%) of the Fair Market Value of the Common Shares on the date of grant.

(c) Option Term. The maximum term of each Option shall be fixed by the Administrator, but no Option shall be exercisable more than ten (10) years after the date such Option is granted. Each Option's term is subject to earlier expiration pursuant to the applicable provisions in the Plan and the Award Agreement. Notwithstanding the foregoing, the Administrator shall have the authority to accelerate the exercisability of any outstanding Option at such time and under such circumstances as the Administrator, in its sole discretion, deems appropriate.

(d) Exercisability. Each Option shall be exercisable at such time or times and subject to such terms and conditions, including the attainment of preestablished corporate performance goals, as shall be determined by the Administrator in the applicable Award Agreement. The Administrator may also provide that any Option shall be exercisable only in installments, and the Administrator may waive such installment exercise provisions at any time, in whole or in part, based on such factors as the Administrator may determine in its sole discretion. Notwithstanding anything to the contrary contained herein, an Option may not be exercised for a fraction of a share.

(e) Method of Exercise. Options may be exercised in whole or in part by giving written notice of exercise to the Company specifying the number of whole Shares to be purchased, accompanied by payment in full of the aggregate Exercise Price of the Shares so purchased in cash or its equivalent, as determined by the Administrator. As determined by the Administrator, in its sole discretion, with respect to any Option or category of Options, payment in whole or in part may also be made (i) by means of consideration received under any cashless exercise procedure approved by the Administrator (including the withholding of Shares otherwise issuable upon exercise), (ii) in the form of unrestricted Shares already owned by the Participant which, (x) in the case of unrestricted Shares acquired upon exercise of an Option, have been owned by the

Participant for more than six (6) months on the date of surrender, and (y) have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which such Option shall be exercised, (iii) any other form of consideration approved by the Administrator and permitted by applicable law or (iv) any combination of the foregoing.

(f) Rights as Shareholder. A Participant shall have no rights to dividends or distributions or any other rights of a shareholder with respect to the Shares subject to an Option until the Participant has given written notice of the exercise thereof, has paid in full for such Shares and has satisfied the requirements of Section 15 hereof.

(g) Termination of Employment or Service.

(1) Unless the applicable Award Agreement provides otherwise, in the event that the employment or service of a Participant with the Company and all Affiliates thereof shall terminate for any reason other than Cause, Retirement, Disability, or death, (A) Options granted to such Participant, to the extent that they are exercisable at the time of such termination, shall remain exercisable until the date that is ninety (90) days after such termination, on which date they shall expire, and (B) Options granted to such Participant, to the extent that they were not exercisable at the time of such termination, shall expire at the close of business on the date of such termination. The ninety (90) day period described in this Section 7(g)(1) shall be extended to one (1) year after the date of such termination in the event of the Participant's death during such ninety (90) day period. Notwithstanding the foregoing, no Option shall be exercisable after the expiration of its term.

(2) Unless the applicable Award Agreement provides otherwise, in the event that the employment or service of a Participant with the Company and all Affiliates thereof shall terminate on account of the Retirement, Disability, or death of the Participant, (A) Options granted to such Participant, to the extent that they were exercisable at the time of such termination, shall remain exercisable until the date that is one (1) year after such termination, on which date they shall expire and (B) Options granted to such Participant, to the extent that they were not exercisable at the time of such termination, shall expire at the close of business on the date of such termination. Notwithstanding the foregoing, no Option shall be exercisable after the expiration of its term.

(3) In the event of the termination of a Participant's employment or service for Cause, all outstanding Options granted to such Participant shall expire at the moment the Company notifies the Participant of termination for Cause, regardless of the actual date of such termination.

(h) Other Change in Employment Status. An Option may be affected, in the sole discretion of the Administrator, both with regard to vesting schedule and termination, by leaves of absence, changes from full-time to part-time employment, partial disability or other changes in the employment status of an Participant.

Section 8. Share Appreciation Rights.

(a) General. Share Appreciation Rights may be granted either alone ("Free Standing Rights") or in conjunction with all or part of any Option granted under the Plan ("Related Rights"). Related Rights may be granted either at or after the time of the grant of such Option. The Administrator shall determine the Eligible Recipients to whom, and the time or times at which, grants of Share Appreciation Rights shall be made, the number of Shares to be awarded, the price per Share, and all other conditions of Share Appreciation Rights. Notwithstanding the foregoing, no Related Right may be granted for more Shares than are subject to the Option to which it relates and any Share Appreciation Right must be granted with an Exercise Price not less than the Fair Market Value of Common Shares on the date of grant. The provisions of Share Appreciation Rights need not be the same with respect to each Participant. Share Appreciation Rights granted under the Plan shall be subject to the following terms and conditions set forth in this Section 8 and shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Administrator shall deem desirable, as set forth in the applicable Award Agreement.

(b) Awards; Rights as Shareholder. The prospective recipient of a Share Appreciation Right shall not have any rights with respect to such Award, unless and until such recipient has executed an Award Agreement and delivered a fully executed copy thereof to the Company, or, in the discretion of the Administrator, by electronic acceptance of the Award Agreement in the Company's equity recordkeeping system, within a period of sixty (60) days (or such other period as the Administrator may specify) after the award date. Participants who are granted Share Appreciation Rights shall have no rights as shareholders of the Company with respect to the grant or exercise of such rights.

(c) Exercisability.

(1) Share Appreciation Rights that are Free Standing Rights shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Administrator in the applicable Award Agreement.

(2) Share Appreciation Rights that are Related Rights shall be exercisable only at such time or times and to the extent that the Options to which they relate shall be exercisable in accordance with the provisions of Section 7 hereof and this Section 8 of the Plan.

(d) Payment Upon Exercise.

(1) Upon the exercise of a Free Standing Right, the Participant shall be entitled to receive up to, but not more than, that number of Shares equal in value to the excess of the Fair Market Value as of the date of exercise over the price per share specified in the Free Standing Right multiplied by the number of Shares in respect of which the Free Standing Right is being exercised, with the Administrator having the right to determine the form of payment.

(2) A Related Right may be exercised by a Participant by surrendering the applicable portion of the related Option. Upon such exercise and surrender, the Participant shall be entitled to receive up to, but not more than, that number of Shares equal in value to the excess of the Fair Market Value as of the date of exercise over the Exercise Price specified in the related Option multiplied by the number of Shares in respect of which the Related Right is being exercised, with the Administrator having the right to determine the form of payment. Options which have been so surrendered, in whole or in part, shall no longer be exercisable to the extent the Related Rights have been so exercised.

(3) Notwithstanding the foregoing, the Administrator may determine to settle the exercise of a Share Appreciation Right in cash (or in any combination of Shares and cash).

(e) Termination of Employment or Service.

(1) In the event of the termination of employment or service with the Company and all Affiliates thereof of a Participant who has been granted one or more Free Standing Rights, such rights shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Administrator in the applicable Award Agreement.

(2) In the event of the termination of employment or service with the Company and all Affiliates thereof of a Participant who has been granted one or more Related Rights, such rights shall be exercisable at such time or times and subject to such terms and conditions as set forth in the related Options.

(f) Term.

(1) The term of each Free Standing Right shall be fixed by the Administrator, but no Free Standing Right shall be exercisable more than ten (10) years after the date such right is granted.

(2) The term of each Related Right shall be the term of the Option to which it relates, but no Related Right shall be exercisable more than ten (10) years after the date such right is granted.

Section 9. Restricted Shares, Deferred Shares and Performance Shares.

(a) General. Restricted Shares, Deferred Shares or Performance Shares may be issued either alone or in addition to other awards granted under the Plan. The Administrator shall determine the Eligible Recipients to whom, and the time or times at which, Restricted Shares, Deferred Shares or Performance Shares shall be made; the number of Shares to be awarded; the price, if any, to be paid by the Participant for the acquisition of Restricted Shares, Deferred Shares or Performance Shares; the period of time prior to which such shares become vested and free of restrictions on Transfer (the "Restricted Period"), if any, applicable to Restricted Shares, Deferred Shares or Performance Shares; the performance objectives (if any) applicable to Deferred Shares or Performance Shares; and all other conditions of the Restricted Shares, Deferred Shares

and Performance Shares. If the restrictions, performance objectives and/or conditions established by the Administrator are not attained, a Participant shall forfeit his or her Restricted Shares, Deferred Shares or Performance Shares, in accordance with the terms of the grant. The provisions of the Restricted Shares, Deferred Shares or Performance Shares need not be the same with respect to each Participant.

(b) Awards and Certificates. The prospective recipient of Restricted Shares, Deferred Shares or Performance Shares shall not have any rights with respect to any such award, unless and until such recipient has executed an Award Agreement and delivered a fully executed copy thereof to the Company, or, in the discretion of the Administrator, by electronic acceptance of the Award Agreement in the Company's equity recordkeeping system, within a period of sixty (60) days (or such other period as the Administrator may specify) after the award date. Except as otherwise provided below in Section 9(c), (i) each Participant who is granted an award of Restricted Shares or Performance Shares may, in the Company's sole discretion and in accordance with applicable law, be issued a share certificate in respect of such Restricted Shares or Performance Shares; (ii) any such certificate so issued shall be registered, to the extent applicable, in the name of the Participant, and shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to any such Award; and (iii) the Participant shall be entered into the Register of Members.

The Company may require that the share certificates, if any, evidencing Restricted Shares or Performance Shares granted hereunder be held in the custody of the Company until the restrictions thereon shall have lapsed, and that, as a condition of any award of Restricted Shares or Performance Shares, the Participant shall have delivered a stock power, endorsed in blank, relating to the Shares covered by such award.

With respect to Deferred Shares, at the expiration of the Restricted Period, share certificates in respect of such shares of Deferred Shares may, in the Company's sole discretion and in accordance with applicable law, be delivered to the Participant, or his legal representative, in a number equal to the number of Shares covered by the Deferred Shares award.

Notwithstanding anything in the Plan to the contrary, any Restricted Shares, Deferred Shares (at the expiration of the Restricted Period) or Performance Shares (whether before or after any vesting conditions have been satisfied) may, in the Company's sole discretion, be issued in uncertificated form pursuant to the customary arrangements for issuing shares in such form.

Further, notwithstanding anything in the Plan to the contrary, with respect to Deferred Shares, at the expiration of the Restricted Period, Shares shall promptly be issued (either in certificated or uncertificated form) to the Participant, unless otherwise deferred in accordance with procedures established by the Company in accordance with Section 409A of the Code, and such issuance shall in any event be made within such period as is required to avoid the imposition of a tax under Section 409A of the Code.

(c) Restrictions and Conditions. The Restricted Shares, Deferred Shares and Performance Shares granted pursuant to this Section 9 shall be subject to the

following restrictions and conditions and any additional restrictions or conditions as determined by the Administrator at the time of grant or, subject to Section 409A of the Code, thereafter:

(1) The Administrator may, in its sole discretion, provide for the lapse of restrictions in installments and may accelerate or waive such restrictions in whole or in part based on such factors and such circumstances as the Administrator may determine, in its sole discretion, including, but not limited to, the attainment of certain performance related goals, the Participant's termination of employment or service as a director, independent contractor or consultant to the Company or any Affiliate thereof, or the Participant's death or Disability. Notwithstanding the foregoing, upon a Change in Control, the outstanding Awards shall be subject to Section 12 hereof.

(2) Except as provided in Section 16 or in the applicable Award Agreement, the Participant shall generally have the rights of a shareholder of the Company with respect to Restricted Shares or Performance Shares during the Restricted Period. Except as provided in Section 16 or in the applicable Award Agreement, the Participant shall generally not have the rights of a shareholder with respect to Shares subject to Deferred Shares during the Restricted Period; provided, however, that, subject to Section 409A of the Code, an amount equal to dividends declared during the Restricted Period with respect to the number of Shares covered by Deferred Shares shall be paid to the Participant as set forth in the Award Agreement, provided that the Participant is then providing services to the Company. Certificates for Shares of unrestricted Common Shares may, in the Company's sole discretion, be delivered to the Participant only after the Restricted Period has expired without forfeiture in respect of such Restricted Shares, Deferred Shares or Performance Shares, except as the Administrator, in its sole discretion, shall otherwise determine.

(3) The rights of Participants granted Restricted Shares, Deferred Shares or Performance Shares upon termination of employment or service as a director, independent contractor, or consultant to the Company or to any Affiliate thereof terminates for any reason during the Restricted Period shall be set forth in the Award Agreement.

(4) The Company has the right, subject to applicable law, to repurchase Restricted Shares and Performance Shares upon specified events determined by the Administrator, including but not limited to events of forfeiture, as set forth in the Award Agreement.

Section 10. Other Share-Based Awards.

The Administrator is authorized to grant Awards to Participants in the form of Other Share-Based Awards, as deemed by the Administrator to be consistent with the purposes of the Plan and as evidenced by an Award Agreement. The Administrator shall determine the terms and conditions of such Awards, consistent with the terms of the Plan, at the date of grant or thereafter, including any Performance Goals and performance periods. Common Shares or other securities or property delivered pursuant to an Award in the nature of a purchase right granted under this Section 10 shall be purchased for such

consideration, paid for at such times, by such methods, and in such forms, including, without limitation, Shares, other Awards or other property, as the Administrator shall determine, subject to any required corporate action.

Section 11. Cash-Based Awards.

The Administrator is authorized to grant Awards to Participants in the form of Cash-Based Awards, as deemed by the Administrator to be consistent with the purposes of the Plan and as evidenced by an Award Agreement. The Administrator shall determine the terms and conditions of such Awards, consistent with the terms of the Plan, at the date of grant or thereafter, including any Performance Goals and performance periods. Payments earned hereunder may be decreased or increased in the sole discretion of the Administrator based on such factors as it deems appropriate.

Section 12. Accelerated Vesting In Connection With a Change in Control.

Unless otherwise determined by the Administrator or evidenced in an Award Agreement, in the event of a Change in Control:

(a) With respect to each outstanding Award that is assumed or substituted in connection with a Change in Control, in the event of a termination of a Participant's employment or service during the 12-month period following such Change of Control, on the date of such termination (i) such Award shall become fully vested and, if applicable, exercisable, (ii) the restrictions, payment conditions, and forfeiture conditions applicable to any such Award granted shall lapse, and (iii) and any performance conditions imposed with respect to such Award shall be deemed to be achieved at target performance levels.

(b) With respect to each outstanding Award that is not assumed or substituted in connection with a Change in Control, immediately upon the occurrence of the Change of Control, (i) such Award shall become fully vested and, if applicable, exercisable, (ii) the restrictions, payment conditions, and forfeiture conditions applicable to any such Award granted shall lapse, and (iii) and any performance conditions imposed with respect to such Award shall be deemed to be achieved at target performance levels.

(c) For purposes of this Section 12, an Award shall be considered assumed or substituted for if, following the Change in Control, the Award is of comparable value and remains subject to the same terms and conditions that were applicable to the Award immediately prior to the Change in Control except that, if the Award related to Shares, the Award instead confers the right to receive common stock of the acquiring entity or in the case of an amalgamation, the amalgamated company or its parent.

Notwithstanding any other provision of the Plan, (i) in the event of a Change in Control, except as would otherwise result in adverse tax consequences under Section 409A of the Code, the Administrator may, in its discretion, provide that each Award shall, immediately upon the occurrence of a Change in Control, be cancelled in exchange for a payment in cash or securities in an amount equal to (x) the excess of the consideration

paid per Share in the Change in Control over the exercise or purchase price (if any) per Share subject to the Award multiplied by (y) the number of Shares granted under the Award and (ii) with respect to any Award that constitutes nonqualified deferred compensation under Section 409A of the Code, in the event of a Change in Control that does not constitute a change in the ownership or effective control of the Company or in the ownership of a substantial portion of the assets of the Company under Section 409A(a)(2)(A)(v) of the Code and regulations thereunder, such Award shall be settled in accordance with its original terms or at such earlier time as permitted by Section 409A of the Code.

Section 13. Amendment and Termination.

The Board may amend, alter or terminate the Plan, but no amendment, alteration, or termination shall be made that would impair the rights of a Participant under any Award theretofore granted without such Participant's consent. Unless the Board determines otherwise, the Board shall obtain approval of the Company's shareholders for any amendment that would require such approval in order to satisfy the requirements of any rules of the stock exchange on which the Common Shares are traded or other applicable law, including, without limitation, repricing of options and option exchanges. The Administrator may amend the terms of any Award theretofore granted, prospectively or retroactively, but, subject to Section 5 of the Plan and the immediately preceding sentence, no such amendment shall impair the rights of any Participant without his or her consent.

Section 14. Unfunded Status of Plan.

The Plan is intended to constitute an "unfunded" plan for incentive compensation. With respect to any payments not yet made to a Participant by the Company, nothing contained herein shall give any such Participant any rights that are greater than those of a general creditor of the Company.

Section 15. Withholding Taxes.

Each Participant shall, no later than the date as of which the value of an Award first becomes includible in the gross income of such Participant for federal and/or state income tax purposes, pay to the Company, or make arrangements satisfactory to the Administrator regarding payment of, any federal, state, or local taxes of any kind required by law to be withheld with respect to the Award. The obligations of the Company under the Plan shall be conditional on the making of such payments or arrangements, and the Company shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to such Participant. Whenever cash is to be paid pursuant to an award granted hereunder, the Company shall have the right to deduct therefrom an amount sufficient to satisfy any federal, state and local withholding tax requirements related thereto. Whenever Shares are to be delivered pursuant to an Award, the Company shall have the right to require the Participant to remit to the Company in cash an amount sufficient to satisfy any related federal, state and local taxes to be withheld and applied to the tax obligations. With the approval of the Administrator, a Participant may satisfy the foregoing requirement by electing to have the Company

withhold from delivery of Shares or by delivering already owned unrestricted Common Shares, in each case, having a value not exceeding the minimum federal, state and local taxes required to be withheld and applied to the tax obligations. Such Shares shall be valued at their Fair Market Value on the date of which the amount of tax to be withheld is determined. Fractional share amounts shall be settled in cash. Such an election may be made with respect to all or any portion of the Shares to be delivered pursuant to an Award. The Company may also use any other method of obtaining the necessary payment or proceeds, as permitted by law, to satisfy its withholding obligation with respect to any Option or other Award.

Section 16. Transfer of Awards.

Until such time as the Awards are fully vested and/or exercisable in accordance with the Plan or an Award Agreement, no purported sale, assignment, mortgage, hypothecation, transfer, charge, pledge, encumbrance, gift, transfer in trust (voting or other) or other disposition of, or creation of a security interest in or lien on, any Award or any agreement or commitment to do any of the foregoing (each, a "Transfer") by any holder thereof in violation of the provisions of the Plan or an Award Agreement will be valid, except with the prior written consent of the Administrator, which consent may be granted or withheld in the sole discretion of the Administrator. Any purported Transfer of an Award or any economic benefit or interest therein in violation of the Plan or an Award Agreement shall be null and void *ab initio*, and shall not create any obligation or liability of the Company, and any person purportedly acquiring any Award or any economic benefit or interest therein transferred in violation of the Plan or an Award Agreement shall not be entitled to be recognized as a holder of such Shares. Unless otherwise determined by the Administrator in accordance with the provisions of the immediately preceding sentence, an Option may be exercised, during the lifetime of the Participant, only by the Participant or, during any period during which the Participant is under a legal disability, by the Participant's guardian or legal representative.

Section 17. Continued Employment.

The adoption of the Plan shall not confer upon any Eligible Recipient any right to continued employment or service with the Company or any Affiliate thereof, as the case may be, nor shall it interfere in any way with the right of the Company or any Affiliate thereof to terminate the employment or service of any of its Eligible Recipients at any time. Awards are subject to any clawback policy adopted by the Company from time to time.

Section 18. Effective Date.

The Plan was adopted by the Board on April 21, 2011, and shall become effective without further action as of the later of (a) the effectiveness of the Company's registration statement on Form S-1 filed with the U.S. Securities and Exchange Commission on February 11, 2011, as amended, and (b) the Common Shares being listed or approved for listing upon notice of issuance on the New York Stock Exchange (the date of such effectiveness, the "Effective Date").

Section 19. Term of Plan.

No Award shall be granted pursuant to the Plan on or after the tenth anniversary of the Effective Date, but Awards theretofore granted may extend beyond that date.

Section 20. Section 409A of the Code.

The intent of the parties is that payments and benefits under the Plan comply with Section 409A of the Code to the extent subject thereto or an exemption therefrom, and, accordingly, to the maximum extent permitted, the Plan shall be interpreted and be administered to be in compliance therewith. Any payments described in the Plan that are due within the "short-term deferral period" as defined in Section 409A of the Code shall not be treated as deferred compensation unless applicable law requires otherwise. Notwithstanding anything to the contrary in the Plan, no payment or distribution under this Plan that constitutes an item of deferred compensation under Section 409A of the Code and becomes payable by reason of a Participant's termination of employment or service with the Company will be made to such Participant until such Participant's termination of employment or service constitutes a "separation from service" (as defined in Section 409A of the Code). Notwithstanding anything to the contrary in the Plan, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to the Plan during the six (6) month period immediately following the Participant's termination of employment shall instead be paid on the first business day after the date that is six (6) months following the Participant's separation from service (or upon the Participant's death, if earlier). In addition, for purposes of the Plan, each amount to be paid or benefit to be provided to the Participant pursuant to the Plan, which constitute deferred compensation subject to Section 409A of the Code, shall be construed as a separate identified payment for purposes of Section 409A of the Code.

Section 21. Governing Law.

The Plan shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law of such state.