

OUR REF WAF.FRE0060.00003

YOUR REF

2010

Strictly Private and Confidential

Dear Sirs

**FREESCALE SEMICONDUCTOR UK LIMITED
SITE AT EAST KILBRIDE
CONFIDENTIALITY AGREEMENT**

We refer to the current discussions with our client Freescale Semiconductor UK Limited, a company incorporated under the Companies Acts (Company Number SC262720) and having its registered office at Colvilles Road, Kelvin Industrial Estate, East Kilbride, Glasgow G75 0TG ("**Freescale**") concerning the proposed acquisition by you or a Group Company of the land at Stroud Road and Fowlar Place, East Kilbride, Glasgow G75 0YA ("**the Property**") by you ("**the Proposed Transaction**"). By endorsing and returning the duplicate of this letter you agree to be bound by its terms.

1 Interpretation

In this letter ("**this Agreement**"):-

1.1 "**Confidential Information**" means all information relating to the Proposed Transaction which might fairly be considered to be of a confidential nature and includes, but is not limited to:-

1.1.1 information of whatever nature (including our identity and the identity of any of our subsidiary undertakings) relating to one party which is obtained, whether (without limitation) in writing, pictorially, in machine-readable form, orally or in any other manner whatsoever, including CD-ROM or electronic form, by one party or its advisers from the other party or its advisers or in connection with the Proposed Transaction;

1.1.2 information derived from information falling within paragraph 1.1.1;

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Glasgow Office:

Brodies LLP Solicitors
2 Blythswood Square Glasgow G2 4AD Scotland UK
T: [+44] (0)141 248 4672 F: [+44] (0)141 221 9270
DX GW11, GLASGOW-1
8186631v1

Also in Edinburgh:

Brodies LLP Solicitors
15 Atholl Crescent Edinburgh EH3 8HA Scotland UK
T: [+44] (0)131 228 3777 F: [+44] (0)131 228 3878
DX ED10, EDINBURGH-1

www.brodies.com

1.1.3 this Agreement; and

1.1.4 the fact that the discussions referred to the Proposed Transaction are taking (and, in the event of their termination, have taken) place, and the content of the discussions;

but does not include information which is or becomes publicly available, other than as a result of breach of this Agreement, or which becomes lawfully available to you from a third party free from any confidentiality restrictions.

1.2 **"Copies"** means copies of any of the Confidential Information whether made in paper form or any other form, including CD-ROM or electronic form, and **"Copy"** shall be construed accordingly.

1.3 **"Group Company"** means a company which is a subsidiary of or a holding company of the you or a subsidiary of such holding company (as the terms "subsidiary" and "holding company" are defined in Section 1159 of the Companies Act 2006).

2 **Confidentiality of discussions, documents and information**

2.1 You must keep the Confidential Information confidential and not disclose it to anyone.

2.2 You may not use any Confidential Information except for the purposes of your due diligence exercise in connection with, or to obtain finance for, the Proposed Transaction.

2.3 You, and anyone to whom disclosure may be made in accordance with this letter, may make Copies but only insofar as is reasonably necessary to carry out your due diligence exercise in connection with or to obtain finance for the Proposed Transaction.

3 **Permitted disclosure**

3.1 You may disclose Confidential Information to:

3.1.1 your employees,

3.1.2 your professional advisers,

3.1.3 any person who is considering providing you with finance for the Proposed Transaction and their professional advisers,

but only to the extent that is required for you to carry out your due diligence exercise in connection with the Proposed Transaction or to obtain finance for the Proposed Transaction, and only for those purposes.

- 3.2 Before you disclose Confidential Information under this paragraph 3, you must inform the person to whom you are disclosing it as to its confidentiality, and after that disclosure you must procure that all persons to whom you have disclosed Confidential Information, and their employees, comply with the same obligations that you have under this letter (both relating to the Confidential Information and other matters).
- 3.3 You must notify Freescale of the name, address and standing of each person to whom you have disclosed Confidential Information pursuant to this paragraph.
- 3.4 You must inform Freescale immediately upon becoming aware or suspecting that an unauthorised person has become aware of Confidential Information.

4 Return or deletion of Confidential information

You must, if requested, return to Freescale all papers, CD-ROMs and other formats (other than an electronic format) containing Confidential Information and all Copies that you and any person to whom you have disclosed Confidential Information have made. Where Confidential Information or any Copy exists in electronic format, you and any person to whom you have disclosed Confidential Information must, if Freescale request, delete the electronic files which hold that Confidential Information.

5 Inspections of the Property

- 5.1 If you wish to inspect the Property or to make arrangements for any valuation, survey or other investigation of the Property to be carried out by you or your professional advisers which involves visiting the Property, you must make arrangements for such visits only with Mike Mullin of Freescale Semiconductors UK Limited.
- 5.2 If we require, you and your professional advisers may only visit the Property accompanied by one or more of Freescale's representatives as notified to you by Mike Mullin and only at such times (which may or may not be during normal working hours) as we specify.

6 Enquiries of third parties

- 6.1 You and your professional advisers may make such pre-contract searches or enquiries of and obtain such documents and information from any statutory or other body as are properly required for your due diligence exercise in connection with the Proposed Transaction or the provision of finance for it, but, where possible, such searches and enquires must be made on a confidential basis.

7 Confidentiality of reports

If the Proposed Transaction does not proceed, you must keep confidential and not use for any purpose, any reports, valuations, correspondence, search and enquiries results and documents, information or other papers that you have prepared or have received from your professional advisers, financiers or from any statutory or other body or in connection with the Proposed Transaction.

8 Exceptions to the obligations in this letter

- 8.1 The obligations as to confidentiality and non-disclosure in this letter do not apply to matters that are within the public domain (otherwise than by reason of a breach of the terms of this letter).
- 8.2 The obligations of confidentiality and non-disclosure do not apply to the extent that disclosure is required by:
- 8.2.1 an order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body; or
 - 8.2.2 the rules of any stock exchange on which the shares of any company in your group are listed; or
 - 8.2.3 the laws or regulations of any country with jurisdiction over the affairs of any company within the your group.
- 8.3 Before you disclose any information under paragraph 8.2, you must (to the extent permitted by law) use your best endeavours to:
- 8.3.1 inform Freescale of the full circumstances of the disclosure and the information that will be disclosed;
 - 8.3.2 consult with Freescale as to possible steps to avoid or limit disclosure and take those steps where they would not result in significant adverse consequences to you;
 - 8.3.3 where the disclosure is by way of stock exchange announcement, agree the wording with Freescale in advance such agreement not to be unreasonably withheld or delayed.
- 8.4 If you are unable to inform Freescale before you disclose any information under paragraph 8.2, you must (to the extent permitted by law) inform Freescale immediately after the disclosure of the full circumstances of the disclosure and the information that has been disclosed.

9 Announcements

Without prejudice to your other obligations in this Agreement, you may not make any announcement in connection with the Proposed Transaction unless the contents and timing of the announcement have been agreed by Freescale, such agreement not to be unreasonably withheld or delayed.

10 Duration of the obligations in this letter

The obligations in this Agreement will last until Freescale have concluded missives/entered into a contract for the Proposed Transaction, or, if Freescale do not enter into such missives/a contract, the obligations will last indefinitely.

11 Entire agreement

11.1 This Agreement is the entire agreement between Freescale and you and supersedes any arrangement, understanding or previous agreement between Freescale and you relating to the Proposed Transaction.

11.2 The Confidential Information may not be accurate or complete and neither we or Freescale are liable to you or to anyone to whom you disclose Confidential Information if it is relied upon (but this will not limit or exclude any liability for fraud).

11.3 Freescale may assign the benefit of your obligations to any third party with whom Freescale enter into a contract for the sale, lease or other disposition of the Property or any part of it.

11.4 We are entering into this agreement on behalf of and as instructed by Freescale.

12 Obligations

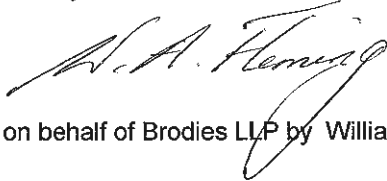
12.1 The obligations in this Agreement are binding on you and any and every Group Company. You will procure that any and every Group Company complies with the terms of this Agreement.

13 Proper Law

13.1 This Agreement and the rights and parties shall be governed and construed according to the Law of Scotland and the parties hereby prorogate the non-exclusive jurisdiction of the Scottish Courts.

Please confirm your agreement to the terms of this Agreement by signing and returning to us the enclosed copy of this Agreement.

Yours faithfully



Signed on behalf of Brodies LLP by William Alasdair Fleming Member

We

hereby acknowledge receipt of the foregoing offer by Brodies LLP, Solicitors, 2 Blythswood Square, Glasgow on behalf of Freescale Semiconductor UK Limited, a company incorporated under the Companies Acts (Company Number SC262720) and having its registered office at Colvilles Road, Kelvin Industrial Estate, East Kilbride, Glasgow G75 0TG and confirm our agreement to the terms of this Agreement.

..... For and on behalf of
Director

.....
Director/Secretary