



Wells Fargo Bank, National Association
111 Congress Avenue, Suite 2200
Austin, Texas 78701

CONFIDENTIAL

April 29, 2014

Cirrus Logic, Inc.
800 West Sixth Street
Austin, Texas 78701

Attention: Mr. Thurman K. Case

Re: Fee Letter

Ladies and Gentlemen:

Reference is made to that certain letter dated April 17, 2014 (the "Highly Confident Letter") from Wells Fargo Bank, National Association ("Wells Fargo Bank") to you. Capitalized terms used herein without definition shall have the meanings given to them in the Highly Confident Letter.

1. Financing Upfront Fees. As consideration for the efforts of Wells Fargo Bank in respect of the Financing, you agree to pay to Wells Fargo Bank, for its own account, upfront fees (the "Financing Upfront Fees") in an amount equal to 1.25% of the commitment of Wells Fargo Bank to the Financing as of the closing date thereof (the "Financing Closing Date"). The Financing Upfront Fees shall be payable in full on the Financing Closing Date.

2. Expenses. You agree to reimburse Wells Fargo Bank promptly upon request for all reasonable and documented out-of-pocket costs and expenses including, without limitation, (i) reasonable legal fees and expenses of Andrews Kurth LLP, counsel for Wells Fargo Bank, (ii) one local counsel in any particular jurisdiction and special regulatory counsel, in each case if deemed necessary by Wells Fargo Bank in its reasonable discretion, and (iii) due diligence expenses of Wells Fargo Bank in connection with the evaluation of the Financing and other Transactions and the preparation, review, negotiation, execution, delivery and enforcement of this Fee Letter and the documentation evidencing the Financing (the "Financing Documentation"), whether or not the Financing Closing Date occurs.

3. Fees and Expenses Generally. All fees and expense reimbursements will be payable in U.S. dollars in immediately available funds to Wells Fargo Bank for its own account, free and clear of, and without deduction for, any and all present or future applicable taxes, levies, imposts, deductions, charges or withholdings and all liabilities with respect thereto (with appropriate gross-up for withholding taxes). Once paid, no fees or expense reimbursements will be refundable under any circumstances and will not be subject to counterclaim setoff or otherwise affected.

4. Indemnification. You agree to indemnify and hold harmless Wells Fargo Bank and its affiliates, directors, officers, employees, partners, representatives, advisors and agents and each of their respective heirs, successors and assigns (each, an "Indemnified Party") from and against any and all actions, suits, losses, claims, damages, liabilities and expenses of any kind or nature, joint or several, to which such Indemnified Party may become subject or that may be incurred or asserted or awarded against

such Indemnified Party, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any investigation, litigation or proceeding or preparation of a defense in connection therewith) (i) any matters contemplated by this Fee Letter, the Highly Confidential Letter, the Transactions or any related transaction (including, without limitation, the execution and delivery of this Fee Letter, the Highly Confidential Letter and the Financing Documentation) or (ii) the use or the contemplated use of the proceeds of the Financing, and will reimburse each Indemnified Party for all reasonable and documented out-of-pocket expenses (including reasonable attorneys' fees, expenses and charges) on demand as they are incurred in connection with any of the foregoing; provided that no Indemnified Party will have any right to indemnification for any of the foregoing to the extent resulting from (x) such Indemnified Party's own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final non-appealable judgment or (y) disputes solely among Indemnified Parties and not involving an act or omission by you or your affiliates. In the case of an investigation, litigation or proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by you, your equity holders or creditors or an Indemnified Party, whether or not an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated. You also agree that no Indemnified Party will have any liability (whether direct or indirect, in contract or tort, or otherwise) to you or your affiliates or to your or their respective equityholders or creditors arising out of, related to or in connection with any aspect of the Transactions, except to the extent such liability to you is determined in a final, nonappealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's own gross negligence or willful misconduct. No party will be liable to any person for any indirect, consequential or punitive damages that may be alleged as a result of this Fee Letter, the Highly Confidential Letter, the Financing Documentation or any other element of the Transactions. It is understood that, with respect to any particular action, suit, proceeding or investigation subject to indemnification hereunder, you shall not be required to reimburse, or indemnify and hold harmless for, the reasonable and documented legal fees and expenses of more than one outside counsel (in addition to up to one local counsel in each applicable local jurisdiction and one regulatory counsel) for all Indemnified Parties that are the subject of such action, suit, proceeding or investigation unless representation of all such Indemnified Parties in such matter by a single counsel would be inappropriate due to the existence of an actual, perceived or potential conflict of interest or the availability of different claims or defenses, in which case you shall be required to reimburse, or indemnify and hold harmless for, the reasonable and documented legal fees and expenses of such additional counsel as any Indemnified Party determines in good faith are necessary in light of such actual, perceived or potential conflict of interest or availability of different claims or defenses.

5. Confidentiality. This Fee Letter and the existence and contents hereof shall be confidential and may not be disclosed, directly or indirectly, by you in whole or in part to any person without our prior written consent, except for (i) the disclosure hereof or thereof on a confidential basis to your directors, officers, employees, accountants, attorneys and other professional advisors who have agreed to maintain the confidentiality of this Fee Letter and the existence and contents hereof for the purpose of evaluating, negotiating or entering into the Financing, (ii) as otherwise required by law, any court, any administrative agency or other governmental authority, including the United Kingdom Panel on Takeovers and Mergers (in which case, you agree, to the extent permitted by law, to inform us promptly in advance thereof), (iii) as may be required by the SEC or any stock exchange (including the London Stock Exchange) or (iv) the aggregate amount of fees (including upfront fees and original issue discount) payable hereunder as part of generic disclosure regarding sources and uses (but without disclosing any specific fees set forth herein) as part of the disclosure of overall transaction fees and expenses.

6. Governing Law. **THIS FEE LETTER, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED THERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK**

(INCLUDING SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REFERENCE TO ANY OTHER CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR ACTION ARISING OUT OF THIS FEE LETTER. The parties hereto hereby agree that any suit or proceeding arising in respect of this Fee Letter or any of the matters contemplated hereby or thereby will be tried exclusively in the U.S. District Court for the Southern District of New York in the Borough of Manhattan or, if such court does not have subject matter jurisdiction, in any state court located in the Borough of Manhattan, and the parties hereto hereby agree to submit to the exclusive jurisdiction of, and venue in, such court. The parties hereto hereby agree that service of any process, summons, notice or document by registered mail addressed to you or Wells Fargo Bank will be effective service of process against such party for any action or proceeding relating to any such dispute. The parties hereto irrevocably and unconditionally waive any objection to venue of any such action or proceeding brought in any such court and any claim that any such action or proceeding has been brought in an inconvenient forum. A final judgment in any such action or proceeding may be enforced in any other courts with jurisdiction over you or Wells Fargo Bank.

7. No Obligation. It is understood and agreed that this Fee Letter shall not constitute or give rise to any legal obligation on the part of Wells Fargo Bank, or any of its affiliates, to provide or commit to provide the Financing or any other financing for the Transactions or otherwise or any representations or warranties in respect of any of the foregoing. Any such obligations or liabilities, if subsequently agreed to or undertaken by Wells Fargo Bank, would arise only under separate written agreements in form and substance satisfactory to it.

8. Survival. This Fee Letter shall survive the closing of the Financing, but paragraphs 2 and 4 hereof will be superseded by the relevant provisions of the definitive documentation evidencing the Financing if executed and delivered.


9. Miscellaneous. This Fee Letter embodies the entire agreement among Wells Fargo Bank and you and your affiliates with respect to the specific matters set forth above and supersedes all prior agreements and understandings relating to the subject matter hereof. This Fee Letter shall not be assignable by you without the prior written consent of Wells Fargo Bank and any purported assignment without such consent shall be void. This Fee Letter is not intended to benefit or create any rights in favor of any person other than the parties hereto and, with respect to indemnification, each Indemnified Party. This Fee Letter may be executed in separate counterparts and delivery of an executed signature page of this Fee Letter by facsimile or electronic mail shall be effective as delivery of manually executed counterpart hereof; provided that, upon the request of any party hereto, such facsimile transmission or electronic mail transmission shall be promptly followed by the original thereof. This Fee Letter may only be amended, modified or superseded by an agreement in writing signed by each of you and Wells Fargo Bank.

[Signature Pages Follow]

If you are in agreement with the foregoing, please indicate acceptance of the terms hereof by signing the enclosed counterpart of this Fee Letter and returning it to Wells Fargo Bank.

Sincerely,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 
Stuart Edwards
Senior Relationship Manager

Agreed to and accepted as of the date first above written:

CIRRUS LOGIC, INC.

By: _____
Thurman K. Case
Chief Financial Officer, Vice President of
Finance and Treasurer

[Signature Page to Fee Letter - Interim Facility]

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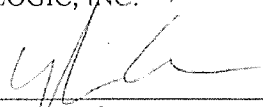
Sincerely,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Stuart Edwards
Senior Relationship Manager

Agreed to and accepted as of the date first above written:

CIRRUS LOGIC, INC.

By:  _____
Thurman K. Case
Chief Financial Officer, Vice President of
Finance and Treasurer