

XILINX INC  
Form DEF 14A  
June 02, 2017  
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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 14A

(Rule 14a-101)

SCHEDULE 14A INFORMATION

Proxy Statement pursuant to Section 14(a) of the  
Securities Exchange Act of 1934

Filed by the Registrant  Filed by a Party other than the Registrant

Check the appropriate box:

- Preliminary Proxy Statement
- Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))
- Definitive Proxy Statement
- Definitive Additional Materials
- Soliciting Material under Rule 14a-12

Xilinx, Inc.

(Name of Registrant as Specified in Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

- No fee required
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(1) Title of each class of securities to which transaction applies:

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Form or Schedule and the date of its filing.

(1) Amount Previously Paid:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

(4) Date Filed:

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June 30, 2017

Dear Xilinx Stockholder:

You are cordially invited to attend the 2017 Annual Meeting of Stockholders to be held on Wednesday, August 9, 2017 at 11:00 a.m., Pacific Daylight Time, at the headquarters of Xilinx, Inc. (Xilinx, the Company, we or our) located at 2050 Logic Drive, San Jose, California 95124. We look forward to your attendance either in person or by proxy. At this meeting, the agenda includes:

- the annual election of directors;
- a proposal to amend our 1990 Employee Qualified Stock Purchase Plan to increase the number of shares reserved for issuance thereunder by 2,000,000 shares;
- a proposal to amend our 2007 Equity Incentive Plan to increase the number of shares reserved for issuance thereunder by 1,900,000 shares;
- an advisory vote on the frequency of the advisory vote on executive compensation;
- an advisory vote on executive compensation as described in the attached proxy statement; and
- a proposal to ratify the appointment of the Company's external auditors, Ernst & Young LLP.

The agenda will also include any other business that may properly come before the meeting or any adjournment or postponement of the meeting. The Board of Directors recommends that you vote FOR the election of each of the director nominees; FOR the amendment of our 1990 Employee Qualified Stock Purchase Plan to increase the share reserve; FOR the amendment to our 2007 Equity Incentive Plan to increase the share reserve; FOR "1 YEAR" regarding the frequency of the advisory vote on executive compensation; FOR the approval of the compensation of our named executive officers; and FOR the ratification of the appointment of Ernst & Young LLP to serve as the Company's external auditors for the fiscal year ending March 31, 2018. Please refer to the proxy statement for detailed information on each of the proposals.

The 2017 Annual Meeting will be held solely to tabulate the votes cast and report the results of voting on the matters described in the attached proxy statement and any other business that may properly come before the meeting. Certain senior executives of Xilinx will be in attendance to answer questions following the Annual Meeting; however, there will be no formal presentation concerning the business of Xilinx.

Whether or not you plan to attend, please take a few minutes now to vote online or via telephone or, alternatively, request a paper proxy card and mark, sign and date your proxy and return it by mail so that your shares will be represented.

Thank you for your continuing interest in Xilinx.

Very truly yours,

/s/ Moshe N. Gavriellov

Moshe N. Gavriellov

President and Chief Executive Officer

**IMPORTANT: WHETHER OR NOT YOU PLAN TO ATTEND THE MEETING, YOU ARE REQUESTED TO VOTE YOUR PROXY ONLINE OR BY TELEPHONE, OR, IN THE ALTERNATIVE, REQUEST, COMPLETE AND MAIL IN A PAPER PROXY CARD.**

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XILINX, INC.  
NOTICE OF ANNUAL MEETING OF STOCKHOLDERS

Wednesday, August 9, 2017

TO OUR STOCKHOLDERS:

NOTICE IS HEREBY GIVEN that the Annual Meeting of Stockholders of Xilinx, Inc., a Delaware corporation (Xilinx, the Company, we or our), will be held on Wednesday, August 9, 2017 at 11:00 a.m., Pacific Daylight Time, at the Company's headquarters located at 2050 Logic Drive, San Jose, California 95124. The items of business are:

- Election of the following nine nominees for director to serve on the Board of Directors for the ensuing year or until their successors are duly elected and qualified: Dennis Segers, Moshe N. Gavriellov, Saar Gillai, Ronald S. Jankov, Thomas H. Lee, J. Michael Patterson, Albert A. Pimentel, Marshall C. Turner, and Elizabeth W. Vanderslice;
1. Approval of an amendment to our 1990 Employee Qualified Stock Purchase Plan that increases the number of shares reserved for issuance under the Plan by 2,000,000 shares;
  2. Approval of an amendment to our 2007 Equity Incentive Plan that increases the number of shares reserved for issuance under the Plan by 1,900,000 shares;
  3. Advisory vote on the frequency of the advisory vote on executive compensation;
  4. Advisory vote on executive compensation as described in the attached proxy statement;
  5. Ratification of the appointment of Ernst & Young LLP, an independent registered public accounting firm, as external auditors of Xilinx for the fiscal year ending March 31, 2018; and
  6. Transaction of such other business as may properly come before the meeting or any adjournment or postponement thereof.

The foregoing items of business are more fully described in the proxy statement accompanying this notice. Only stockholders of record at the close of business on June 12, 2017, are entitled to notice of and to vote at the meeting.

All stockholders are cordially invited to attend the meeting in person. Certain senior executives of Xilinx will be in attendance to answer questions following the Annual Meeting; however, there will be no formal presentation concerning the business of Xilinx.

In order to ensure your representation at the meeting, you are urged to vote as soon as possible. You may vote your shares in one of the following ways: (1) via the internet, by visiting the website shown on the Important Notice Regarding the Availability of Proxy Materials for the Annual Meeting of Stockholders to be held on August 9, 2017 (Internet Notice) or proxy card and following the instructions; (2) telephonically by calling the telephone number shown in the Internet Notice or proxy card; (3) by voting in person at the Annual Meeting; or (4) by requesting, completing and mailing in a paper proxy card, as outlined in the Internet Notice. If you have internet access, we encourage you to record your vote on the internet.

FOR THE BOARD OF DIRECTORS

/s/ Scott R. Hover-Smoot  
Scott R. Hover-Smoot  
Secretary  
San Jose, California  
June 30, 2017

THIS PROXY STATEMENT AND THE ACCOMPANYING PROXY ARE BEING PROVIDED ON OR ABOUT JUNE 30, 2017 IN CONNECTION WITH THE SOLICITATION OF PROXIES ON BEHALF OF THE BOARD OF DIRECTORS OF XILINX, INC. IMPORTANT: WHETHER OR NOT YOU PLAN TO ATTEND THE MEETING, YOU ARE REQUESTED TO VOTE YOUR PROXY ONLINE OR BY TELEPHONE, OR, IN THE ALTERNATIVE, REQUEST, COMPLETE AND MAIL IN A PAPER PROXY CARD.

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XILINX, INC.

PROXY STATEMENT FOR THE 2017 ANNUAL MEETING OF STOCKHOLDERS

ABOUT THE ANNUAL MEETING

Q: Who is soliciting my vote?

A: The Board of Directors of Xilinx, Inc., a Delaware corporation (Board), is soliciting your vote at the 2017 Annual Meeting of Stockholders (Annual Meeting). Xilinx, Inc. is referred to in this proxy statement as Xilinx, the Company, we, us, or our.

Q: When is the Annual Meeting?

A: The Annual Meeting will take place on August 9, 2017, at 11:00 a.m., Pacific Daylight Time.

Q: Where will the Annual Meeting be held?

A: The Annual Meeting, including any adjournment or postponement of the meeting, will be held at our corporate headquarters located at 2050 Logic Drive, San Jose, California 95124.

Q: How do I gain admittance to the Annual Meeting?

A: Each stockholder must present valid picture identification such as a driver's license or passport and proof of stock ownership as of the record date for entrance to the Annual Meeting.

Q: What proposals are being presented for my vote?

A: You will be asked to vote on:

1. the election of the following nine nominees to serve as a director on the Board for the ensuing year: Dennis Segers, Moshe N. Gavrielov, Saar Gillai, Ronald S. Jankov, Thomas H. Lee, J. Michael Patterson, Albert A. Pimentel, Marshall C. Turner, and Elizabeth W. Vanderslice;
2. a proposal to amend our 1990 Employee Qualified Stock Purchase Plan to increase the number of shares reserved for issuance under the Plan by 2,000,000 shares;
3. a proposal to amend our 2007 Equity Incentive Plan (2007 Equity Plan) to increase the number of shares reserved for issuance under the Plan by 1,900,000 shares;
4. an advisory vote on the frequency of the advisory vote on executive compensation;
5. an advisory vote on the compensation for our named executive officers;
6. the ratification of the appointment of Ernst & Young LLP, an independent registered public accounting firm, to serve as external auditors of Xilinx for the fiscal year ending March 31, 2018; and
7. any other business that may properly come before the Annual Meeting.

Q: What are the Board's recommendations?

A: The Board recommends that you vote your shares:

FOR each of the Board's nine nominees for director, who are Dennis Segers, Moshe N. Gavrielov, Saar Gillai, Ronald S. Jankov, Thomas H. Lee, J. Michael Patterson, Albert A. Pimentel, Marshall C. Turner, and Elizabeth W.

Vanderslice;

FOR the amendment to our 1990 Employee Qualified Stock Purchase Plan to increase the number of shares reserved for issuance under the Plan by 2,000,000 shares;

FOR the amendment to our 2007 Equity Plan to increase the number of shares reserved for issuance under the Plan by 1,900,000 shares;

FOR "1 YEAR" regarding the frequency of the advisory vote on executive compensation;

FOR the advisory vote on the compensation for our named executive officers; and

FOR the ratification of the appointment of Ernst & Young LLP as our independent public accounting firm for the fiscal year ending March 31, 2018.

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Q: What is the quorum requirement for the Annual Meeting?

A: The required quorum to transact business at the Annual Meeting is a majority of the shares of our common stock outstanding on the record date. Shares of common stock entitled to vote and represented at the Annual Meeting by proxy or in person, as well as shares represented by abstentions and broker non-votes, will be counted towards the quorum. If there is a quorum, the stockholders present at the Annual Meeting may continue to do business, notwithstanding the withdrawal of enough stockholders to leave less than a quorum, if any action (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum. If there is no quorum, a majority of the votes present at the meeting may adjourn the Annual Meeting to another date.

Q: What is the record date?

A: The record date for determining shares outstanding and eligible to vote at the Annual Meeting is June 12, 2017.

Q: How many shares are outstanding?

A: As of the close of business on May 9, 2017, there were 248,073,425 shares of our common stock outstanding and the closing price of our common stock, as reported by the NASDAQ Global Select Market (NASDAQ), was \$64.69 per share.

**ABOUT PROXY MATERIALS AND VOTING**

Q: Why did I receive a one-page notice in the mail regarding internet availability of proxy materials instead of a full set of proxy materials?

A: Instead of mailing a printed copy of our proxy materials to stockholders and as permitted by rules of the Securities and Exchange Commission (SEC), we mailed an Important Notice Regarding the Availability of Proxy Materials for the Annual Meeting of Stockholders to be held on August 9, 2017 (Internet Notice) to most of our stockholders to instruct you on how to access and review our proxy materials on the internet. We believe that it is in the best interests of our stockholders to take advantage of these rules and reduce the expenses associated with printing and mailing proxy materials to all of our stockholders. In addition, as a corporate citizen, we want to reduce the use of natural resources and the environmental impact of printing and mailing the proxy materials. As a result, you will not receive paper copies of the proxy materials unless you specifically request them.

The Internet Notice provides instructions on how you can: (1) access the proxy materials on the internet, (2) access your proxy, and (3) vote on the internet. If you would like to receive paper copies of the proxy materials, please follow the instructions on the Internet Notice. If you share an address with another stockholder and received only one Internet Notice, you may write or call us to request a separate copy of the proxy materials at no cost to you. We anticipate that the Internet Notice will be mailed on or about June 30, 2017 to all stockholders entitled to vote at the meeting.

Q: How many copies of the proxy materials will be delivered to stockholders sharing the same address?

A: Stockholders who have the same address and last name and do not participate in electronic delivery of proxy materials will receive only one copy of the Internet Notice unless one or more of these stockholders notifies us that they wish to continue receiving individual copies. We adopted this "householding" practice, which is approved by the SEC, in an effort to conserve natural resources and reduce printing costs and postage fees.

If you share an address with another stockholder and received only one Internet Notice and would like to request a copy of the proxy materials, please send your request to: Xilinx, Inc., 2100 Logic Drive, San Jose, CA 95124, Attn: Investor Relations; call Investor Relations at (408) 879-6911; or visit the Company's website at [www.investor.xilinx.com](http://www.investor.xilinx.com). We will deliver a separate copy of these materials promptly upon receipt of your written or verbal request. Similarly, you may also contact us if you received multiple copies of the proxy materials and would prefer to receive a single copy in the future.

Q: How do I vote?

A: The way in which you may vote by proxy depends on how you hold your shares.

If your shares were registered directly in your name with our transfer agent, Computershare Trust Company, N.A., then you hold your shares directly and are a registered stockholder or a stockholder of record. In this case, you may vote by proxy in one of three ways:

- Vote by telephone (instructions are on the Internet Notice and proxy card);
- Vote over the internet (instructions are on the Internet Notice and proxy card); or

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Fill out the enclosed proxy card, date and sign it, and return it in the enclosed postage pre-paid envelope. You may request a proxy card as outlined in the Internet Notice.

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If you hold your Xilinx stock through a brokerage firm, bank, broker-dealer, trust or other similar organization (that is, in street name), you are a beneficial owner of your shares and should have received an Internet Notice from the broker or other nominee holding your shares. You should follow the instructions in the Internet Notice or voting instructions provided by your broker or nominee in order to instruct your broker or other nominee on how to vote your shares. The availability of telephone and internet voting will depend on the voting process of the broker or nominee.

Regardless how you hold your Xilinx stock, you may vote in person at the Annual Meeting; however, if you hold your Xilinx stock in street name, i.e., through a brokerage firm, bank, broker-dealer, trust or other similar organization, you must obtain a legal proxy from your broker or nominee and bring that proxy to the Annual Meeting.

Q: How many votes do I have?

A: You have one vote for every share of Xilinx common stock you owned as of the close of business on the record date, which is June 12, 2017.

Q: Who will count my votes?

A: The inspector of elections appointed for the Annual Meeting will separately count "FOR" and "AGAINST" votes, abstentions, and broker non-votes.

Q: How will my shares be voted and what happens if I do not give specific voting instructions?

A: Shares of common stock for which proxy cards are properly voted via the internet or by telephone or are properly executed and returned, will be voted at the Annual Meeting in accordance with the directions given or, in the absence of directions, will be voted "FOR" the election of each of the nominees to the Board named herein, "FOR" the amendment to the 1990 Employee Qualified Stock Purchase Plan that increases the number of shares reserved for issuance under the Plan by 2,000,000 shares, "FOR" the amendment to the 2007 Equity Plan that increases the number of shares reserved for issuance under the Plan by 1,900,000 shares, FOR "1 YEAR" regarding the frequency of the advisory vote on executive compensation, "FOR" the approval of the advisory vote on compensation of our named executive officers, and "FOR" the ratification of the appointment of Ernst & Young LLP, an independent registered public accounting firm, as the Company's external auditors for fiscal year 2018. It is not expected that any other matters will be brought before the Annual Meeting. If, however, other matters are properly presented, the persons named as proxies on the proxy card will vote in accordance with their discretion with respect to such matters.

Any stockholder entitled to vote on any matter may vote a portion of their shares in favor of the proposal and refrain from voting the remaining shares or, except when the matter is the election of directors, may vote the remaining shares against the proposal; but, if the stockholder fails to specify the number of shares which the stockholder is voting affirmatively, it will be conclusively presumed that the stockholder's approving vote is with respect to all shares that the stockholder is entitled to vote.

Q: Which ballot measures are considered "non-routine" or "routine"?

A: Brokers who do not receive voting instructions from their clients have the discretion to vote uninstructed shares on "routine" matters but have no discretion to vote them on "non-routine matters." Therefore, if you hold your shares through a broker or nominee, it is critical that you cast your vote if you want it to count for "non-routine" matters. Proposal One (election of directors), Proposal Two (amendment to the 1990 Employee Qualified Stock Purchase Plan), Proposal Three (amendment to the 2007 Equity Plan), Proposal Four (advisory vote on the frequency of the advisory vote on executive compensation), and Proposal Five (advisory vote on executive compensation) are "non-routine" matters. If you hold your shares through a broker or nominee and you do not instruct your bank or broker how to vote on "non-routine" matters, such as Proposals One, Two, Three, Four, or Five, no votes will be cast on your behalf.

Proposal Six (ratification of external auditors) is a "routine" matter. Brokers or nominees may generally vote on "routine" matters, and therefore no broker non-votes are expected in connection with Proposal Six.

Q: What is the effect of a "broker non-vote"?

A: A "broker non-vote" occurs when a nominee holding shares for a beneficial owner does not vote on a particular proposal because the nominee does not have discretionary voting power with respect to that proposal and has not received instructions with respect to that proposal from the beneficial owner, despite voting on at least one other proposal for which it does have discretionary authority or for which it has received instructions. Broker non-votes

have no effect and will not be counted towards the vote total for any non-routine proposal.

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Q: How are abstentions treated?

Abstentions are treated as represented and entitled to vote for purposes of determining a quorum, and have the same A: effect on the outcome of a matter being voted on at the Annual Meeting as a vote "Against" or "Withheld," except in elections of directors where abstentions have no effect on the outcome.

Q: How many votes are needed to approve each proposal?

A: The following table sets forth the voting requirement with respect to each of the proposals:

PROPOSAL	VOTE REQUIRED	BROKER DISCRETIONARY VOTE ALLOWED
Proposal One: Election of nine directors	Majority of votes cast, except in contested elections, directors will be elected by the plurality standard whereby those directors with the highest number of votes cast are elected	No
Proposal Two: Approval of amendment to the 1990 Employee Qualified Stock Purchase Plan	Majority of shares entitled to vote and present in person or represented by proxy	No
Proposal Three: Approval of amendment of the 2007 Equity Plan	Majority of shares entitled to vote and present in person or represented by proxy	No
Proposal Four: Advisory vote on the frequency of the advisory vote on compensation executive officers	Advisory vote; Majority of shares entitled to vote and present in person or represented by proxy	No
Proposal Five: Annual advisory vote to approve the compensation of our named executive officers	Advisory vote; Majority of shares entitled to vote and present in person or represented by proxy	No
Proposal Six: The ratification of Ernst & Young LLP as our independent registered public accounting firm for fiscal year 2018	Majority of shares entitled to vote and present in person or represented by proxy	Yes

In the absence of instructions, shares of common stock represented by valid proxies shall be voted in accordance with the recommendations of the Board as shown on the proxy.

Q: What is the advisory vote to approve the compensation of our named executive officers?

A: The non-binding advisory vote on the compensation of our named executive officers in Proposal Five will provide us insight into our stockholders' views on our compensation practices pertaining to our named executive officers.

Q: How can I change my vote or revoke my proxy?

A: A stockholder of record giving a proxy may revoke it at any time before it is voted by delivering to the Secretary of the Company at 2100 Logic Drive, San Jose, California 95124, a written notice of revocation or a duly executed proxy bearing a later date, or by appearing at the Annual Meeting and voting in person. Attendance at the Annual Meeting will not, by itself, be sufficient to revoke a proxy. Any beneficial stockholder wishing to revoke his or her voting instructions must contact the bank, brokerage firm or other custodian who holds his or her shares and obtain a legal proxy from such bank or brokerage firm to vote such shares in person at the Annual Meeting.

Q: How much did this proxy solicitation cost and who will pay for the cost?

A: We have retained the services of Alliance Advisors, LLC to assist in obtaining proxies from brokers and nominees of stockholders for the Annual Meeting. We will pay the cost of these solicitation services, which is estimated to be approximately \$9,500 plus out-of-pocket expenses. We will also pay brokers or other persons holding stock in their

names or the names of their nominees for costs to forward soliciting materials to their principals. In addition, we pay the cost of preparing, assembling, and delivering the notice of Annual Meeting, proxy statement and form of proxy. Proxies may also be solicited in person, by telephone or electronically by Xilinx personnel who will not receive any additional compensation for such solicitation.

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Q: May I nominate a director for inclusion in next year's proxy?

A: On March 31, 2017, the Board approved amendments to our Bylaws to permit stockholders to make use of proxy access to nominate director candidates, subject to all the requirements set forth in our Bylaws, a summary of which appears below. In order to nominate a director candidate, the stockholder must hold at least 3% of our voting shares continuously for three years at the time the nomination is received by us and the stockholder must continue to hold those shares through the date of the annual meeting. A group of up to 20 stockholders, each of whom meets the requirements of the Bylaws, may combine to reach the 3% ownership threshold. Eligible stockholders who meet the proxy access requirements set forth in our Bylaws may nominate up to the greater of two candidates or 20% of the directors in office as of the last date on which a nomination may be received by us. Such nominations must be received by our corporate secretary at our principal executive offices not less than 120 days or more than 150 days prior to the anniversary date of when we first distributed our proxy statement to stockholders for the immediately preceding annual meeting of stockholders. To be considered timely for next year, proxy access proposals would need to be received by our corporate secretary no earlier than January 31, 2018 and no later than March 2, 2018.

Q: How and when may I submit proposals for consideration at next year's Annual Meeting of Stockholders?

A: Pursuant to Rule 14a-8 under the Securities Exchange Act of 1934, as amended (Exchange Act), to be eligible for inclusion in the proxy statement for our 2018 Annual Meeting of Stockholders, stockholder proposals must be received by the Secretary of the Company at our principal executive offices at 2100 Logic Drive, San Jose, California, 95124 no later than March 2, 2018. In order for stockholder proposals made outside of Rule 14a-8 under the Exchange Act to be considered timely within the meaning of Rule 14a-4(c) under the Exchange Act, such proposals must be received by the Secretary of the Company at our principal executive offices no later than May 16, 2018. In addition, the Company's Prior Notice For Inclusion on Agenda Bylaw provision requires that stockholder proposals made outside of Rule 14a-8 under the Exchange Act must be submitted in accordance with the requirements of the Company's Bylaws, not later than April 12, 2018, and not earlier than March 13, 2018; provided however, that if our 2018 Annual Meeting of Stockholders is called for a date that is not within 25 days before or after the anniversary of the Annual Meeting, then to be considered timely, stockholder proposals must be received by the Secretary of the Company at our principal executive offices not later than the close of business on the tenth day following the day on which notice of our 2018 Annual Meeting of Stockholders was mailed or publicly disclosed, whichever occurs first. The full text of the Company's Prior Notice for Inclusion on Agenda Bylaw provision described above may be obtained by writing to the Secretary of the Company.



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## DIRECTORS AND CORPORATE GOVERNANCE

## Board Leadership

The Company's Board of Directors currently consists of nine individuals who are elected at each annual meeting and hold office until the next annual meeting of stockholders or until his or her successor has been elected and qualified.

The Board seeks to have members with a variety of background and experiences. Set forth below are the names and a brief description of the experience, qualifications, attributes or skills of each of our directors that led the Board to conclude that the director should be on the Board. There are no family relationships among any of our directors or executive officers. Each of the following is a nominee for reelection at the Annual Meeting.

Name of Director	Age	Director Since
Dennis Segers (Chairman)	64	2015
Moshe N. Gavriellov	63	2008
Saar Gillai	51	2016
Ronald S. Jankov	58	2016
Thomas H. Lee	57	2016
J. Michael Patterson	71	2005
Albert A. Pimentel	62	2010
Marshall C. Turner	75	2007
Elizabeth W. Vanderslice	53	2000

Mr. Segers joined the Company's Board in October 2015 and was named Chairman of the Board in November 2015. He works as a technology consultant and strategy advisor to companies in a variety of high tech markets. Mr. Segers currently also serves on the board of Parade Technologies, Ltd., a public fabless semiconductor company. Previously, he was CEO of Tabula, Inc., an innovative programmable logic solutions provider, delivering breakthrough capabilities for challenging systems applications. Prior to Tabula, he served as president, CEO, and director of Matrix Semiconductor, a pioneer of three-dimensional integrated circuits, a first in the history of semiconductor technology. At Matrix, Mr. Segers oversaw the transition of the company from the early technology feasibility phase to high volume production, culminating in the acquisition of the company by SanDisk in January 2006. From 1994 through 2001, Mr. Segers was an employee of Xilinx, serving in a variety of leadership roles including Senior Vice President and General Manager of the FPGA product groups.

Mr. Segers has extensive experience serving in executive management and on boards of directors of companies in the semiconductor industry. As a result of his experience, Mr. Segers is able to provide important strategic perspectives on the semiconductor industry and issues facing semiconductor companies.

Mr. Gavriellov joined the Company in January 2008 as President and CEO and was appointed to the Board in February 2008. Prior to joining the Company, Mr. Gavriellov served at Cadence Design Systems, Inc., an electronic design automation company, as Executive Vice President and General Manager of the Verification Division from April 2005 through November 2007. Mr. Gavriellov served as CEO of Verisity Ltd., an electronic design automation company, from March 1998 to April 2005 before its acquisition by Cadence Design Systems, Inc. Prior to joining Verisity, Mr. Gavriellov spent nearly 10 years at LSI Corporation (formerly LSI Logic Corporation), a semiconductor manufacturer, in a variety of executive management positions, including Executive Vice President of the Products Group, Senior Vice President and General Manager of International Marketing and Sales and Senior Vice President and General Manager of LSI Logic Europe plc. Additionally, Mr. Gavriellov held various engineering and engineering management positions at Digital Equipment Corporation and National Semiconductor Corporation.

With extensive experience in executive management and engineering with semiconductor and software companies, Mr. Gavriellov understands the Company and its competitors, customers, operations and key business drivers. From

this experience, Mr. Gavriellov has developed a broad array of skills, particularly in the areas of building and developing semiconductor and software businesses, and providing leadership and a clear vision to the Company's employees. As the CEO of the Company, Mr. Gavriellov also brings his strategic vision for the Company to the Board and creates a critical link between the management and the Board, enabling the Board to perform its oversight function with the benefit of management's perspective on the business.

Mr. Gillai joined the Company's Board in May 2016. He has over 25 years' experience in the technology sector, and currently advises startups focused on the communications and enterprise space. From September 2015 until November 2016, he served as Senior Vice President and General Manager of Hewlett-Packard Enterprise's Communications Solutions Business. From October

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2012 until September 2015, Mr. Gillai served as Senior Vice President, General Manager and Chief Operating Officer of Hewlett-Packard's (HP) Cloud business. From May 2010 until October 2012, Mr. Gillai served as Vice President, Advanced Technology Group and Chief Technology Officer of HP Networking. Prior to HP, Mr. Gillai was Senior Vice President of Worldwide Products and Solutions for 3Com Corporation, which was acquired by HP in 2010. Mr. Gillai also has held senior management positions in engineering with Tropos Networks Inc., a provider of wireless mesh products and senior management positions in product development and operations with Enfora, Inc., a wireless machine-to-machine (M2M) company. In addition, Mr. Gillai served for seven years in a variety of leadership positions with Cisco Systems, Inc., including as Vice President of Engineering for Cisco's Wireless Networking business unit.

Mr. Gillai brings to the Board over 20 years of leadership and management experience in product development, engineering, operations, and general management with a variety of technology companies. Through this experience, he has gained both technical expertise and strategic insights into a variety of key markets and applications which the Company serves, as well as in-depth understanding of the evolution and adoption of cloud technologies and processes in the enterprise and service provider market.

Mr. Jankov joined the Company's Board in May 2016. Mr. Jankov is Chief Executive Officer of GlobalLink1 Capital, an investment firm he founded in 2014. From 2012 to 2014, Mr. Jankov served as Senior Vice President and General Manager of Processors and Wireless Infrastructure for Broadcom Corporation. From 2000 to 2012, Mr. Jankov was President and Chief Executive Officer and served as a Director on the Board of NetLogic Microsystems, Inc., a fabless provider of semiconductors for networking applications. Under Mr. Jankov's leadership, NetLogic grew from start-up, through an IPO to market leadership in network processing devices, culminating in the company's acquisition by Broadcom for \$3.7 billion. Mr. Jankov has also held executive management positions with NeoMagic Corporation, a fabless semiconductor company, Cyrix Corporation, a developer of microprocessors, and Accell Technology, a semiconductor company he founded that was later acquired by Cyrix. Mr. Jankov also served in senior management at LSI Logic, and began his career at Texas Instruments Inc. Mr. Jankov serves on the board of Knowles Corporation as well as several private companies.

Mr. Jankov brings to the Board over 35 years of leadership experience in the semiconductor industry, and a track record of success growing a business through both organic and inorganic strategies. He has served in senior management roles and on the boards of directors of both public and private semiconductor companies. Through his extensive knowledge of the industry, Mr. Jankov brings unique insights that are valuable when evaluating the Company's product technology, markets and strategic plans and investments.

Dr. Lee joined the Company's Board in May 2016. Dr. Lee is a Professor of Electrical Engineering at Stanford University. He joined the Stanford faculty in 1994 and founded the Stanford Microwave Integrated Circuits Laboratory. From April 2011 through October 2012, he served as the Director of the Microsystems Technology Office at the Defense Advanced Research Projects Agency (DARPA). He has also co-founded three startups: Matrix Semiconductor, Inc. (acquired by SanDisk), ZeroG Wireless (acquired by Microchip Technology), and Ayla Networks. Dr. Lee received his S.B., S.M. and doctorate of Electrical Engineering from the Massachusetts Institute of Technology. He has written and co-authored numerous books and papers and is widely recognized for his expertise in high performance analog circuit designs and wireless communications technology. He is a Fellow of the Institute of Electrical and Electronics Engineers and has been the recipient of many honors and awards including the United States Secretary of Defense Medal for Exceptional Civilian Service for his service at DARPA. He was also awarded the 2011 Ho-Am Prize in Engineering. He has been granted 65 patents.

Dr. Lee brings to the Board a unique blend of technical expertise pertaining to many of the technology trends shaping the growth of the markets the Company serves, along with entrepreneurial experience, and senior leadership capabilities in creating innovative programs in a variety of defense and military communication markets. His

extensive knowledge helps the Board shape the Company's strategic research and development plans and provides valuable insights into the driving technology trends within the Company's industry and target markets.

Mr. Patterson joined the Company's Board in October 2005. Mr. Patterson was employed by PricewaterhouseCoopers (PWC), a public accounting firm, from 1970 until retirement in 2001. The positions he held during his 31-year career at PWC include chair of the national high tech practice, chair of the semiconductor tax practice, department chair for PWC's Silicon Valley tax practice and managing partner of PWC's Silicon Valley office. Mr. Patterson also serves on the board of a private company and a charitable organization.

Mr. Patterson's qualifications to sit on our Board include his extensive experience with public and financial accounting matters for complex global organizations. Mr. Patterson's extensive financial background, including specifically advising companies in the semiconductor industry, has enabled him to play a meaningful role in the oversight of our financial reporting and accounting practices and executive compensation practices.

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Mr. Pimentel joined the Company's Board in August 2010. He is chairman of the board of Afero, Inc., a developer and marketer of a software platform that enables non-computing products to be connected to the internet or other private networks. Previously, Mr. Pimentel was an Executive Vice President for Seagate Technology PLC, a manufacturer of hard drives and storage solutions, until October 2016. Mr. Pimentel held various executive positions at Seagate, including as President, Global Markets & Customers from October 2013 to January 2016, and Executive Vice President, Chief Sales and Marketing Officer from April 2011 until October 2013. Mr. Pimentel also served on Seagate's board of directors from March 2009 until April 2011. From May 2008 to August 2010, Mr. Pimentel served as the Chief Operating Officer and Chief Financial Officer for McAfee, Inc., a consumer and enterprise digital security products company. Mr. Pimentel is also on the boards of directors of Imperva, Inc., a security software company, and Lifelock, Inc., an identity theft protection company.

Mr. Pimentel's strong financial background, particularly through his work as the CFO at several publicly-traded companies, provides financial expertise to the Board, including an understanding of financial statements, corporate finance and accounting. As an executive of a publicly-traded company, Mr. Pimentel also brings deep leadership and operational experience to our Board.

Mr. Turner joined the Company's Board in March 2007. He is chairman of the board of directors of the AB Funds, a \$60 billion family of 106 mutual funds. Mr. Turner served as CEO of Dupont Photomasks, Inc., a manufacturer of photomasks for semiconductor chip fabrication between 2003 and 2006, as Chairman from 2003 until the company's acquisition in 2005 - as well as interim Chairman and CEO in 1999-2000. In addition, from 2007 to 2014, Mr. Turner served as a member of the board of directors of SunEdison, Inc., a manufacturer of silicon wafers for semiconductor and solar power applications, and solar power plant developer. He also serves on the board of the Smithsonian's National Museum of Natural History and the George Lucas Education Foundation.

Mr. Turner has been involved in the semiconductor and software industries, among others, for 40 years, in a variety of roles including as the CEO of two companies in the semiconductor industry, interim or CEO of three other companies, chairman of two software companies, general partner of an early-stage institutional venture capital firm, and an early career as an industrial designer and biomedical engineer. From these experiences, Mr. Turner has developed a broad range of skills that contribute to the Board's oversight of the operational, financial, and risk management aspects of our business. Mr. Turner has also served on 24 corporate boards of directors and has chaired five of them, giving him meaningful perspective with respect to the various business and governance issues faced by the Board.

Ms. Vanderslice joined the Company's Board in December 2000. Ms. Vanderslice serves as a consultant for the KC Group, a financial advisory firm focused on the Chinese market, and has been on the Board of Trustees of Boston College since 2010. From 1999 to 2001, Ms. Vanderslice served as a general manager of Lycos, Inc. through its acquisition and subsequent reorganization. From 1996 to 1999, Ms. Vanderslice was CEO of Wired Digital, Inc., the online-media division of Wired Ventures, Inc., and a member of the Board of both Wired Digital, Inc. and Wired Ventures, Inc. before leading the company's acquisition by Lycos, Inc. Prior to joining Wired Digital in early 1995, Ms. Vanderslice served as a principal in the investment banking firm Sterling Payot Company, where she helped raise the capital to launch Wired Magazine, and as Vice President at H. W. Jesse & Co., a San Francisco investment banking firm. She also worked with the IBM Corporation before earning her MBA from the Harvard Business School. Ms. Vanderslice is an Aspen Institute Henry Crown Fellow and was a member and officer of the Young Presidents' Organization and the World Presidents' Organization.

Ms. Vanderslice brings a broad range of skills to the Board from her experience as the CEO and board member of an innovative internet access and original content provider and an investment banker. In addition to her academic and professional background in computer science and systems engineering, Ms. Vanderslice contributes to the Board's understanding of the Company's sales and marketing efforts and engineering management, and her experience in

mergers and acquisitions is valuable to the Board in evaluating strategic transactions.

#### Board Independence

The NASDAQ listing standards require that a majority of the members of a listed company's board of directors must qualify as "independent" as affirmatively determined by its board of directors. Our Board annually reviews information relating to the members of our Board to ensure that a majority of our Board is independent under the NASDAQ Marketplace Rules and the rules of the SEC.

After review of all relevant transactions and relationships between each director nominee, his or her family members and entities affiliated with each director nominee and Xilinx, our senior management and our independent registered public accounting firm, our Board has determined that eight of our nine directors are independent directors as defined in the NASDAQ Marketplace and SEC rules. Mr. Gavriellov, our President and CEO, is not an independent director within the meaning of the NASDAQ Marketplace Rules or the rules of the SEC because he is a current employee of Xilinx.

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In making a determination of the independence of each director, the Board reviewed relationships and transactions occurring since the beginning of fiscal year 2015 between each director, his or her family members and entities affiliated with each director and Xilinx, our senior management and our independent registered public accounting firm. In making its determination, the Board applied the standards for independence set forth by NASDAQ and the SEC. In each case, the Board determined that, because of the nature of the relationship or the amount involved in the transaction, the relationship did not impair the director's independence. The following transactions were considered by the Board in its independence determinations.

Mr. Gillai serves as a director of Xilinx and, during fiscal year 2017, he was also employed as an executive officer of Hewlett-Packard Enterprise (HPE). During fiscal year 2017, Xilinx paid HPE \$548,905, and HPE paid Xilinx \$47,790, to purchase the other's products in the normal course of business. Our Audit Committee in the absence of Mr. Gillai reviewed the relevant facts and circumstances of the transactions and approved the amounts spent in fiscal year 2017.

Mr. Pimentel serves as a director of Xilinx and, during fiscal year 2017, he was also employed as an executive officer of Seagate Technology LLC (Seagate). During fiscal year 2017, Seagate paid Xilinx \$250,606 to purchase our products in the normal course of business. Our Audit Committee in the absence of Mr. Pimentel reviewed the relevant facts and circumstances of the transactions and approved the amounts spent in fiscal year 2017.

Each of Messrs. Jankov and Segers is, or was during any of the previous three fiscal years, a non-management director of one or more other companies that has done business with Xilinx. All of the transactions with these organizations occurred in the normal course of business in the purchase or supply of goods or services.

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## Board Meetings and Committees

The Company's Board held a total of eight meetings during the fiscal year ended April 1, 2017. All directors are expected to attend each meeting of the Board and the Committees on which he or she serves and are also expected to attend the Annual Meeting. All directors serving on the Board during fiscal year 2017 attended the 2016 Annual Meeting of Stockholders held in August 2016. Each incumbent director attended at least 75% of the aggregate of all meetings of the Board or its Committees on which such director served during the fiscal year. The Board holds four pre-scheduled meetings per fiscal year.

The Board has four standing committees, which include the Audit Committee, Compensation Committee, Nominating and Governance Committee, and Committee of Independent Directors (the Committees). The Board and its Committees have authority to engage independent advisors and consultants and have used such services. Each of the Audit Committee, the Compensation Committee, and the Nominating and Governance Committee is subject to charters approved by the Board, which are posted on the investor relations page of our website located at [www.investor.xilinx.com](http://www.investor.xilinx.com) under "Corporate Governance."

Set forth below are the directors currently serving on each of the Board's four standing committees as well as a description of each committee.

	Audit Committee	Compensation Committee	Nominating and Governance Committee	Committee of Independent Directors
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## Non-Employee Directors:

Dennis Segers

Saar Gillai

Ronald S. Jankov

Thomas H. Lee

J. Michael Patterson

Chair

Albert A. Pimentel

Chair

Marshall C. Turner

Elizabeth W. Vanderslice

Chair

Employee Director:

Moshe N. Gavriellov

Audit Committee

The current members of the Audit Committee are Albert A. Pimentel, J. Michael Patterson, and Marshall C. Turner. During fiscal year 2017, the Audit Committee held six meetings. The Audit Committee assists the Board in fulfilling its oversight responsibilities to the stockholders relating to the Company's financial statements and the financial reporting process, the systems of internal accounting and financial controls, and the audit process. The Board has determined that each Audit Committee member meets the independence and financial knowledge requirements under the SEC rules and the corporate governance listing standards of NASDAQ. The Audit Committee operates in accordance with a written charter adopted by the Board, which complies with NASDAQ listing standards and SEC rules.

The Board has further determined that each member of the Audit Committee qualifies as an "audit committee financial expert" as defined by SEC rules. Stockholders should understand that this designation is a disclosure requirement of the SEC related to the Audit Committee members' individual experience and understanding with respect to certain accounting and auditing matters. The designation does not impose upon any of the Audit Committee members any duties, obligations or liabilities that are greater than those generally imposed on each of them as members of the Board nor does it alter the duties, obligations, or liability of any other member of the Board.

## Compensation Committee

The current members of the Compensation Committee are J. Michael Patterson, Ronald S. Jankov, and Elizabeth W. Vanderslice. Marshall C. Turner also served on the Compensation Committee during part of fiscal year 2017. During fiscal year 2017, the Compensation Committee held nine meetings. The Compensation Committee has responsibility for establishing our compensation policies. The Compensation Committee determines the compensation for our Board



members and executive officers and has exclusive authority to grant equity-based awards, including options and restricted stock units (RSUs), to our executive officers under our 2007 Equity Plan. The Compensation Committee evaluates the CEO's performance and determines CEO compensation, including base salary, incentive pay, and equity. The CEO is not present during the Compensation Committee's deliberations or voting on CEO compensation, but may be present during voting and deliberations related to compensation of other executive

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officers. For further information about the processes and procedures for the consideration and determination of executive compensation, please refer to the section of this proxy statement entitled "EXECUTIVE COMPENSATION—Compensation Discussion and Analysis."

### Nominating and Governance Committee

The current members of the Nominating and Governance Committee are Elizabeth W. Vanderslice, Saar Gillai, and Thomas H. Lee. Dennis Segers also served on the Nominating and Governance Committee during all of fiscal year 2017. During fiscal year 2017, the Nominating and Governance Committee held four meetings. The Nominating and Governance Committee has responsibility for identifying, evaluating, and recommending individuals to serve as members of the Board, and establishing policies affecting corporate governance. The Nominating and Governance Committee, among other things, makes suggestions regarding the size and composition of our Board, recommends nominees for election as directors, and ensures that the Board reviews our management organization, including management succession plans.

### Committee of Independent Directors

All independent directors are members of the Committee of Independent Directors. This Committee met four times during fiscal year 2017. The Committee's principal focus is succession planning but it also addresses other topics as deemed necessary and appropriate. The Committee of Independent Directors typically meets outside the presence of management.

### Nomination Criteria and Board Diversity

The Board believes in bringing a diversity of backgrounds and viewpoints to the Board and desires that its directors and nominees possess critical skills and experience in the areas of semiconductor design and marketing, manufacturing, software and finance. The Board also believes having directors of diverse gender, race, and ethnicity, along with varied skills and experiences, contributes to a balanced and effective Board. The Company has recently revised its Significant Corporate Governance Principles in order to affirm its commitment to a policy of inclusiveness. To further that commitment, in any director candidate search the Nominating and Governance Committee commits to actively seek out director candidates reflecting a diversity of backgrounds, perspectives, experiences, genders, races and ethnicities.

These factors, and any other qualifications considered useful by the Board, are reviewed in the context of an assessment of the perceived needs of the Board at a particular point in time. As a result, the priorities and emphasis of the Nominating and Governance Committee may change from time to time to take into account changes in business and other trends, and the portfolio of skills and experience of current and prospective Board members. Therefore, while focused on the achievement and the ability of potential candidates to make a positive contribution with respect to such factors, the Nominating and Governance Committee has not established any specific minimum criteria or qualifications that a director or nominee must possess.

As part of its annual evaluation of current Board members, and as otherwise necessary, the Nominating and Governance Committee considers each director's skills, experience, viewpoints previously mentioned as desirable director qualifications, independence, job changes, if any, amount of time spent on Xilinx matters and to what extent, if any, other commitments the director may have outside of Xilinx impact the director's service to Xilinx. In connection with its evaluation of Board composition, the Nominating and Governance Committee also considers rotating directors' positions on the Committees.

Consideration of new Board candidates typically involves a series of internal discussions, review of information concerning candidates and interviews with selected candidates. The Board has engaged a search firm to assist the Nominating and Governance Committee in identifying and assessing director candidates, and has specifically requested the search firm to seek to identify one or more potential qualified women nominees, including underrepresented minority women nominees, for consideration for appointment to the Board or for inclusion on the slate of nominees that will be proposed for election at a future time. The Nominating and Governance Committee will also consider candidates proposed by stockholders using the same process it uses for a candidate recommended by a member of the Board, an employee, or a search firm. A stockholder seeking to recommend a prospective nominee for the Nominating and Governance Committee's consideration should submit the candidate's name and qualifications by mail addressed to the Corporate Secretary, Xilinx, Inc., 2100 Logic Drive, San Jose, CA 95124, by email to

corporate.secretary@xilinx.com, or by fax to (408) 377-6137.

#### Board's Role in Risk Oversight

Our Board has overall responsibility for risk oversight at the Company and may delegate particular risk areas to the appropriate Committees of the Board. The Board's role in risk oversight builds upon management's risk management process. The Company conducts a formal annual risk assessment as well as coordinates on-going risk management activities throughout the year to identify, analyze, respond to, monitor, and report on risks. Risks reviewed by the Company include operational risks, financial risks, legal and compliance risks, IT risks, and strategic risks. The management team then reviews with the Board any significant risks identified during the process, together with plans to mitigate such risks. In response, the Board or the relevant Committee may

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request that management conduct additional review of or reporting on select enterprise risks. The process and risks are reviewed at least annually with the Board and additional review or reporting of significant enterprise risks will be conducted as needed or as requested by the Board or any of its Committees.

### Corporate Governance Principles

The Company and the Board, through its Nominating and Governance Committee, regularly review and evaluate our corporate governance principles and practices. Our Significant Corporate Governance Principles, Code of Conduct, Directors' Code of Ethics, and charters for each of the following Board Committees are posted on our website at [www.investor.xilinx.com](http://www.investor.xilinx.com): Audit Committee, Compensation Committee, and Nominating and Governance Committee. Printed copies of these documents are also available to stockholders upon written request addressed to the Corporate Secretary, Xilinx, Inc., 2100 Logic Drive, San Jose, CA 95124 or by email at [corporate.secretary@xilinx.com](mailto:corporate.secretary@xilinx.com).

### Board Leadership Structure and Independence

The Board believes there should be a substantial majority of independent directors on the Board. The Board also believes that it is useful and appropriate to have members of management as directors, including the CEO. Independent directors are given an opportunity to meet outside the presence of members of management, and hold such meetings regularly.

It is the written policy of the Board that if the Chairman is not "independent" in accordance with NASDAQ Marketplace Rules and the Exchange Act, the Board will designate an independent director to serve as Lead Independent Director. We believe that having an independent Chairman or a Lead Independent Director, either of whom is responsible for coordinating the activities of the independent directors, as well as other duties, including chairing the meetings of the Committee of Independent Directors, allows the Company's CEO to better focus on the day-to-day management and leadership of the Company, while better enabling the Board to advise and oversee the performance of the CEO. The Nominating and Governance Committee reviews the position of Lead Independent Director and identifies the director who serves as Lead Independent Director in the absence of an independent Chairman. For fiscal year 2017, Dennis Segers, an independent director, served as Chairman of the Board, so we did not have a Lead Independent Director.

### Majority Vote Standard

All directors are elected annually at the annual stockholder meeting. As set forth in our Bylaws, directors are elected based on the majority of votes cast for each nominee, unless the number of nominees exceeds the number of directors to be elected. In such contested elections, where the number of nominees exceeds the number of directors to be elected, directors are elected by the plurality standard, which means those directors with the highest number of votes cast are elected. For the purposes of this paragraph, the majority of votes cast means that the number of shares voted "FOR" a director must exceed the number of shares voted "AGAINST" that director. Any director who receives more "AGAINST" votes than "FOR" votes will tender his or her resignation to the Board. The Board will announce its decision with regard to the resignation within 120 days following the certification of election results.

### Board Evaluation

The Board conducts an annual evaluation of its performance. The process varies from year-to-year, including self-evaluations and/or one-on-one meetings with each Board member and the chairperson of the Nominating and Governance Committee. Results of the evaluation are formally presented to the Board. The Board has made changes in Board procedures based on feedback from the process.

### Board Service Limits and Terms

The Board has set a limitation on the number of public boards on which a director may serve to three for any CEO and four for all other directors. This limitation is inclusive of service on the Xilinx Board.

The Board believes that term limits on directors' service and a mandatory retirement age do not serve the best interests of the Company. While such policies could help ensure that fresh ideas and new viewpoints are addressed by the Board, such limits have the disadvantage of losing the contribution of directors who over time have developed increased insight and knowledge into the Company's operations and who remain active and contributing members of the Board. The Board evaluation process plays a significant role in determining our Nominating and Governance Committee's recommendation regarding Board tenure.

### Change of Principal Occupation or Association

When a director's principal occupation or business association changes substantially during his or her tenure as director, that director shall tender his or her resignation for consideration by the Nominating and Governance Committee. The Nominating and Governance Committee will recommend to the Board the action, if any, to be taken with respect to the resignation.

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### Director Education

The Company offers internal and external course selections for new-director orientation as well as continuing education. On a rotating basis, directors will attend director education programs and report back to the entire Board on key learnings.

### Stock Ownership Requirements

#### Directors

The Board has established minimum stock ownership guidelines for non-employee directors. Under these guidelines, non-employee directors are required to own our common stock having a value equal to at least five times the base annual cash retainer offered equally to all non-employee directors for service as a director (excluding any retainers paid for service as Chairman of the Board or on a committee). The base annual cash retainer for directors during fiscal year 2017 was increased in August 2016 to \$65,000 from \$60,000, and therefore directors are currently required to own common stock with a value of at least \$325,000. Based on \$64.69, the closing price of our common stock on May 9, 2017, \$325,000 would purchase 5,023 shares of our common stock.

Directors are required to retain half of the shares of our common stock derived from awards of RSUs until this ownership requirement is met. Half of the RSUs that are vested but are not settled pursuant to a pre-arranged deferral program will count toward the ownership requirement. Based on \$64.69, the closing price of our common stock on May 9, 2017, four of our eight non-employee directors have met the stock ownership requirements. Our directors who joined the Board in fiscal year 2016, including Messrs. Segers, Gillai, and Jankov, and Dr. Lee, have not yet met the stock ownership requirements.

#### Executive Officers

The Board has also established minimum stock ownership guidelines for executive officers. Our CEO is required to own shares of our common stock having a value of at least \$4.5 million. Our COO is required to own shares of our common stock having a value of at least \$1.5 million. Executive vice presidents who are Section 16 officers are required to own shares of our common stock having a value of at least \$1.0 million. Senior vice presidents who are Section 16 officers are required to own shares of our common stock having a value of at least \$750,000 and corporate vice presidents who are Section 16 officers are required to own shares of our common stock having a value of at least \$500,000. In addition, until their stock ownership requirements are met, the CEO and all other Section 16 officers must retain half of the shares of our common stock derived from awards of time-based RSUs that were granted beginning in July 2011 and 45% of the shares of our common stock derived from awards of performance-based RSUs that were granted beginning in July 2013.

### Succession Planning

The Board plans for succession to the position of the Chairman of the Board, the position of CEO, and other senior management positions to help ensure continuity of leadership. To assist the Board, the CEO provides the Board with an assessment of other senior managers and their potential as a suitable successor. The CEO also provides the Board with an assessment of persons considered potential successors to certain senior management positions. In April 2017, the non-management members of the Board took steps to implement a multi-year succession plan. In order to ensure a smooth transition, Victor Peng was named as the Company's Chief Operating Officer and Moshe Gavriellov, the Company's President and CEO, entered into an amended employment agreement with the Company.

### Internal Audit

The Company's Internal Audit function reports to the Audit Committee of the Board and administratively to the Company's CFO.

### Codes of Conduct and Ethics

Our Board has adopted a Code of Conduct applicable to our directors, employees, and contractors, including our CEO, CFO, and all accounting personnel. The Code of Conduct includes a Non-Retaliation Policy that prohibits retaliation against any person for providing information in good faith or otherwise assisting in an investigation concerning conduct that may constitute a violation of law, regulation, the Code of Conduct, or other Company policies. The Company also provides an anonymous reporting system for reports of perceived violations. Independent directors receive complaints and reports of violations regarding accounting, internal accounting controls, auditing, legal, and other matters reported through the anonymous reporting process. Our Chief Compliance Officer provides a quarterly

report to the Audit Committee of incident reports identified through the anonymous reporting process, or otherwise. The Code of Conduct is available on the investor relations page of our website at [www.investor.xilinx.com](http://www.investor.xilinx.com). Printed copies of these documents are also available to stockholders upon written request directed to Corporate Secretary, Xilinx, Inc., 2100 Logic Drive, San Jose, CA 95124.

The Board has adopted a separate Code of Ethics pertaining particularly to the Board which covers topics including insider trading, confidentiality, conflicts of interests, financial reporting, and compliance with other laws.

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A waiver of any violation of the Code of Conduct by an executive officer or director and a waiver of any violation of the Directors' Code of Ethics may only be made by the Board. The Company will post any such waivers, as well as amendments to the Code of Conduct, on our website under the Corporate Governance page at [www.investor.xilinx.com](http://www.investor.xilinx.com). No waivers were requested or granted in the past year. The Code of Conduct was last amended in March 2017.

### Anonymous Reporting and Whistleblower Protection

Our Code of Conduct includes protections for employees who report violations of the Code of Conduct, other policies, laws, rules, and regulations. We have implemented an internet-based anonymous reporting process for employees to report violations they do not otherwise bring directly to management. The site can be accessed from our intranet as well as from the internet.

### Stockholder Value

The Board is cognizant of the interests of the stockholders and, as related to the Company's equity plans, accordingly:

- All employee stock plans will be submitted to the stockholders for approval prior to adoption;

- The 2007 Equity Plan includes a provision that prohibits repricing of options whether by directly lowering the exercise price, through cancellation of the option or stock appreciation right (SAR) in exchange for a new option or SAR having a lower exercise price, or by the replacement of the option or SAR with a full value award (i.e., an award of restricted stock or RSUs);

- The 2007 Equity Plan includes an annual limit on the aggregate dollar value of equity awards and cash that may be given to non-employee directors; and

- The Company is committed to keeping dilution under its stock plans for employees under industry standards.

### Stockholder Communications to the Board

Stockholders may initiate any communication with the Board in writing sent in care of the Company's Corporate Secretary to Xilinx, Inc., 2100 Logic Drive, San Jose, CA 95124, by e-mail to [corporate.secretary@xilinx.com](mailto:corporate.secretary@xilinx.com), or by fax to the Corporate Secretary at (408) 377-6137. The name of any specific intended recipient, group, or committee should be noted in the communication. The Board has instructed the Corporate Secretary to forward such correspondence only to the intended recipients; however, the Board has also instructed the Corporate Secretary, prior to forwarding any correspondence, to review such correspondence and, in his discretion, not to forward certain items if they are deemed of a commercial or frivolous nature or otherwise inappropriate for the Board's consideration. In such cases, and as necessary for follow up at the Board's direction, correspondence may be forwarded elsewhere in the Company for review and possible response. This centralized process will assist the Board in reviewing and responding to stockholder communications in an appropriate manner.

### Compensation of Directors

Directors who are not actively employed as executives of the Company receive compensation for their service.

Directors who are actively employed as executives by the Company receive no additional compensation for their service as directors. Mr. Gavriellov is currently the only employee director of the Company.

### Cash Compensation

Our directors are paid in installments on a quarterly and pro-rated basis depending on the non-employee director's service during the quarter. Following is a schedule of annual cash compensation for service on our Board:



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## Director Position Annual Cash Retainer

## Chairpersons:

Board	\$65,000
Audit Committee	\$25,000
Compensation Committee	\$20,000
Nominating and Governance Committee	\$15,000

## Members:

Board (1)	\$65,000
Audit Committee	\$12,500
Compensation Committee	\$10,000
Nominating and Governance Committee	\$7,500

Lead Independent Director \$10,000

(1) Annual fees as a member of the Board and Chairman of the Board each increased on August 10, 2016 to \$65,000 from \$60,000.

Based on the chart above, all Board members receive a base annual retainer of \$65,000, and may receive additional fees depending on their service as a chairperson of the Board or chairperson or member of a Board committee(s). For fiscal year 2017, we did not have a Lead Independent Director, because Mr. Dennis Segers, an independent director, served as Chairman of the Board.

## Equity Compensation

Non-employee directors participate in an equity compensation program under our 2007 Equity Plan. Under this program, non-employee directors are eligible to receive automatic restricted stock unit awards (RSUs). The terms of those automatic RSU grants are as follows:

## Annual Grant

Each non-employee director is eligible for an RSU award on the date of each annual stockholders meeting, provided the non-employee director continues in office following the meeting. The annual RSU awards vest on the day immediately preceding the subsequent annual meeting. On the date of the 2016 Annual Meeting of Stockholders, or August 10, 2016, each non-employee director continuing in office after the meeting was automatically granted \$200,000 worth of RSUs (up from \$185,000 for fiscal year 2016). Accordingly, on August 10, 2016, on which date the closing fair market value of our common stock was \$51.65, each non-employee director received a grant of 3,872 RSUs that will vest in full on August 8, 2017, the day immediately preceding the 2017 Annual Meeting of Stockholders.

## Initial Grant

A non-employee director joining the Board between annual meetings of stockholders and who has not previously served as an employee director, will receive a grant of RSUs on or about the tenth day of the month following the director's initial appointment or election to the Board. The new non-employee director will receive RSUs worth \$200,000 on the date of grant, prorated based on the number of days from the initial appointment or election until the anniversary of the most recently held annual meeting over 365 days. The RSUs vest in full on the day immediately preceding the subsequent annual meeting of stockholders.

## Limit on Non-employee Director Compensation

In May 2016, the Board amended our 2007 Equity Plan to include a limit on cash and equity compensation for each non-employee director to no more than \$750,000 per fiscal year. Stockholders subsequently approved this limit on cash and equity compensation for each non-employee director at the 2016 Annual Meeting of Stockholders.

## Stock Ownership Guidelines

Under our stock ownership guidelines, non-employee directors are required to own shares of our common stock having a value equal to at least \$325,000, which is equal to five times their base annual cash retainer. Non-employee directors are required to retain half of the shares of our common stock derived from awards of RSUs until their ownership requirements are met. Half of the RSUs that are vested but are not settled pursuant to a pre-arranged

deferral program will count toward the ownership requirement. For more information about stock ownership guidelines for directors, please see "DIRECTORS AND CORPORATE GOVERNANCE—Corporate Governance Principles—Stock Ownership Requirements."

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## Deferred Compensation

We also maintain a nonqualified deferred compensation plan which allows each director as well as eligible employees to voluntarily defer receipt of a portion or all of their cash compensation until the date or dates elected by the participant, thereby allowing the participating director or employee to defer taxation on such amounts. For a discussion of this plan, please see "EXECUTIVE COMPENSATION—Nonqualified Deferred Compensation Plan." Director Compensation for Fiscal Year 2017

The following table provides information on director compensation in fiscal year 2017:

Name	Fees Earned or Paid in Cash (\$)	Stock Awards (\$ (1))	Option Awards (\$)	Non-Equity Incentive Plan Compensation (\$)	Change in Pension Value and Nonqualified Deferred Compensation Earnings (\$)	All Other Compensation (\$ (2))	Total (\$)
Dennis Segers (Chairman)	133,906	194,916	—	—	—	—	328,822
Philip T. Gianos (3)	24,131	—	—	—	(5)	31,000	55,131
Saar Gillai	64,223	244,076(4)	—	—	—	—	308,299
William G Howard, Jr. (3)	24,131	—	—	—	(5)	20,000	44,131
Ronald S. Jankov	66,482	244,076(4)	—	—	—	—	310,558
Thomas H. Lee	64,223	244,076(4)	—	—	—	—	308,299
J. Michael Patterson	95,713	194,916	—	—	—	500	291,129
Albert A. Pimentel	88,213	194,916	—	—	—	—	283,129
Marshall C. Turner	79,338	194,916	—	—	(5)	—	274,254
Elizabeth W. Vanderslice	88,213	194,916	—	—	(5)	—	283,129

Amounts shown do not reflect compensation actually received by the director. Instead, the amounts shown reflect the grant date fair value for stock awards granted in fiscal year 2017 as determined pursuant to FASB ASC Topic (1)718. The assumptions used to calculate the value of the awards are set forth in Note 6 of the Notes to Consolidated Financial Statements included in our Annual Report on Form 10-K for fiscal year 2017 filed with the SEC on May 15, 2017.

(2) The Company made charitable donations in honor of Mr. Gianos and Dr. Howard, who both retired from the Board in August 2016, and a matching charitable contribution on behalf of Mr. Patterson.

(3) Mr. Gianos and Dr. Howard retired as directors on August 9, 2016, the day before our 2016 Annual Meeting of Stockholders.

Messrs. Gillai and Jankov and Dr. Lee joined the Board on May 6, 2016, and received an initial grant of RSUs, pro-rated based on the number of days from May 6, 2016 (the date of their initial appointment) and August 9, 2016 (the day before the 2016 Annual Meeting) over 365 days, and an annual grant of RSUs. In the table above, (4) \$244,076 includes the initial grant valued at \$49,160, and the annual grant valued at \$194,916. For more information about Initial Grants and Annual Grants see the section above entitled "DIRECTORS AND CORPORATE GOVERNANCE—Compensation of Directors."

This director participated in the Company's nonqualified deferred compensation plan in fiscal year 2017. For more (5) information about this plan see the section below entitled "EXECUTIVE COMPENSATION—Nonqualified Deferred Compensation Plan."



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## SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth the beneficial ownership of our common stock as of May 9, 2017, including the right to acquire beneficial ownership within 60 days of May 9, 2017, except as noted below, by: (i) each stockholder known to the Company to be a beneficial owner of more than 5% of our common stock, (ii) each of the Company's directors and director nominees, (iii) each of the named executive officers identified in the section entitled "Executive Compensation" and (iv) all current directors and executive officers as a group. We believe that each of the beneficial owners of our common stock listed below, based on information furnished by such beneficial owners, has sole voting power and sole investment power with respect to such shares, except as otherwise set forth in the footnotes below and subject to applicable community property laws.

Beneficial Owners	Amount and Nature of Beneficial Ownership	Percent of Class (1)
<b>Greater than 5% Stockholders</b>		
BlackRock, Inc. 55 East 52 <sup>nd</sup> Street New York, NY 10022	20,307,534	(2) 8.2
First Eagle Investment Management, LLC 1345 Avenue of the Americas New York, NY 10105	13,052,313	(3) 5.3
The Vanguard Group, Inc. 100 Vanguard Boulevard Malvern, PA 19355	26,217,473	(4) 10.6
<b>Directors</b>		
Dennis Segers	3,242	(5) *
Moshe N. Gavriellov	418,519	(6) *
Saar Gillai	1,052	(7) *
Ronald S. Jankov	1,052	(8) *
Thomas H. Lee	1,052	(9) *
J. Michael Patterson	20,164	(10) *
Albert A. Pimentel	22,275	(11) *
Marshall C. Turner	38,380	(12) *
Elizabeth W. Vanderslice	29,909	(13) *
<b>Named Executive Officers</b>		
Lorenzo A. Flores	49,680	(14) *
Victor Peng	63,021	(15) *
Krishna Rangasayee	52,134	(16) *
Vincent L. Tong	86,472	(17) *
Jon A. Olson	102,248	(18) *
All current directors and executive officers as a group (16 persons)	990,029	(19) *

\* Less than 1%

The beneficial ownership percentage of each stockholder is calculated on the basis of 248,073,425 shares of common stock outstanding as of May 9, 2017. Any additional shares of common stock that a stockholder has the right to acquire within 60 days after May 9, 2017 that are not already outstanding at such time are deemed to be (1) outstanding and beneficially owned for the purpose of calculating that stockholder's percentage beneficial ownership. They are not, however, deemed to be outstanding and beneficially owned for the purpose of computing the percentage ownership of any other person. Unless otherwise indicated, the address of each of the individuals and entities named below is c/o Xilinx, Inc., 2100 Logic Drive, San Jose, California 95124.

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Based on information contained in a Schedule 13G, reflecting stock ownership information as of December 31, 2016, which was filed by this stockholder pursuant to Section 13(d) of the Exchange Act (Section 13(d)), on (2) January 27, 2017, reporting beneficial ownership of 20,307,534 shares of common stock consisting of 16,896,445 shares as to which it has sole voting power and no shares as to which it has shared voting power. Blackrock, Inc. has sole dispositive power as to all 20,307,534 shares.

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- Based on information contained in a Schedule 13G, reflecting stock ownership information as of December 31, 2016, which was filed by this stockholder pursuant to Section 13(d), on February 7, 2017, reporting beneficial ownership of 13,052,313 shares of common stock consisting of 12,102,026 shares as to which it has sole voting power, no shares as to which it has shared voting power, 13,052,313 shares as to which it has sole dispositive power, and no shares as to which it has shared dispositive power.
- Based on information contained in a Schedule 13G, reflecting stock ownership information as of December 31, 2016, which was filed by this stockholder pursuant to Section 13(d), on February 10, 2017 reporting beneficial ownership of 26,217,473 shares of common stock consisting of 398,334 shares as to which it has sole voting power, 48,116 shares as to which it has shared voting power, 25,771,726 shares as to which it has sole dispositive power, and 445,747 shares as to which it has shared dispositive power.
- (5) Consists of 3,242 shares held directly.
- Consists of 285,766 shares held directly, 26,000 shares issuable upon exercise of options, and 106,753 shares issuable upon settlement of RSUs, which represents 27,739 shares, 32,917 shares, and 46,097 shares issuable upon settlement of RSUs granted in fiscal years 2015, 2016, and 2017, respectively. The 46,097 shares for the fiscal year 2017 grant represents the pro-rata vesting as a result of actual (not target) performance achievement under that RSU.
- (6) Consists of 1,052 shares held directly.
- (7) Consists of 1,052 shares held directly.
- (8) Consists of 1,052 shares held directly.
- (9) Consists of 1,052 shares held directly.
- (10) Consists of 20,164 shares held directly. Does not include 8,118 shares that are vested but not settled pursuant to a pre-arranged deferral program.
- (11) Consists of 22,275 shares held in a family trust.
- (12) Consists of 37,630 shares held directly and 750 shares held by Mr. Turner's spouse.
- (13) Consists of 26,923 shares held directly, 2,986 shares held in joint tenancy.
- Consists of 28,658 shares held directly and 21,022 shares issuable upon settlement of RSUs, which represents 3,709 shares, 4,444 shares, and 12,869 shares issuable upon settlement of RSUs granted in fiscal years 2015, 2016, and 2017, respectively. The 12,869 shares for the fiscal year 2017 grant represents the pro-rata vesting as a result of actual (not target) performance achievement under that RSU.
- (14) Consists of 33,221 shares held directly and 29,800 shares issuable upon settlement of RSUs, which represents 7,714 shares, 9,217 shares and 12,869 shares issuable upon settlement of RSUs granted in fiscal years 2015, 2016, and 2017, respectively. The 12,869 shares for the fiscal year 2017 grant represents the pro-rata vesting as a result of actual (not target) performance achievement under that RSU.
- (15) Consists of 30,555 shares held directly and 21,579 shares issuable upon settlement of RSUs, which represents 5,637 shares, 6,583 shares, and 9,359 shares issuable upon settlement of RSUs granted in fiscal years 2015, 2016, and 2017, respectively. The 9,359 shares for the fiscal year 2017 grant represents the pro-rata vesting as a result of actual (not target) performance achievement under that RSU.
- (16) Consists of 61,383 shares held directly and 25,089 shares issuable upon settlement of RSUs, which represents 5,637 shares, 6,583 shares, and 12,869 shares issuable upon settlement of RSUs granted in fiscal years 2015, 2016, and 2017, respectively. The 12,869 shares for the fiscal year 2017 grant represents the pro-rata vesting as a result of actual (not target) performance achievement under that RSU.
- (17) As of May 2016, when Mr. Olson stepped down as CFO. Consists of 102,248 shares held indirectly.
- (18) As of May 2016, when Mr. Olson stepped down as CFO. Consists of 102,248 shares held indirectly.
- (19) Includes an aggregate of 273,401 shares issuable upon exercise of options or settlement of RSUs.

For certain information concerning our Executive Officers, see "Executive Officers of the Registrant" in Item 1 of Part I of our Form 10-K.

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## Equity Compensation Plan Information at Fiscal Year End 2017

The table below sets forth certain information, as of April 1, 2017, about our common stock that may be issued upon the exercise of options, RSUs, warrants and rights under all of our existing equity compensation plans including the ESPP:

(Shares in thousands)	A	B	C
Plan Category	Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights	Weighted-average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance under Equity Compensation Plans (excluding securities reflected in Column A)
Equity Compensation Plans Approved by Security Holders			
2007 Equity Plan	7,121	(1) \$29.49	(2) 12,459 (3)
Employee Stock Purchase Plan	N/A	N/A	8,233
Total-Approved Plans	7,121	\$29.49	20,692

Includes approximately 7.0 million shares issuable upon vesting of RSUs that were granted under the 2007 Equity Plan, and assumes 100% performance achievement for performance-based RSUs granted in fiscal year 2017. In May 2017, the Compensation Committee determined the actual number of RSUs earned based on performance (1) achievement for performance-based RSUs awarded in fiscal year 2017. For more information on the number of RSUs at 100% performance achievement and the actual performance achievement for performance-based RSUs awarded in fiscal year 2017, see the table under "EXECUTIVE COMPENSATION—Compensation Discussion and Analysis—Compensation Components—Long-Term Equity Incentive Compensation."

(2) The weighted-average exercise price does not take into account shares issuable upon vesting of outstanding RSUs, which have no exercise price.

(3) On July 26, 2006, the stockholders approved the adoption of the 2007 Equity Plan and authorized 10,000,000 shares to be reserved for issuance thereunder. The 2007 Equity Plan, which became effective on January 1, 2007, replaced both the Company's 1997 Stock Plan (which expired on May 8, 2007) and the Supplemental Stock Option Plan. On August 9, 2007, August 14, 2008, August 12, 2009, August 11, 2010, August 10, 2011, August 8, 2012, August 14, 2013, August 13, 2014, and August 10, 2016, our stockholders authorized the reserve of an additional 5,000,000 shares, 4,000,000 shares, 5,000,000 shares, 4,500,000 shares, 4,500,000 shares, 3,500,000 shares, 2,000,000 shares, 3,000,000, and 2,500,000, shares respectively. All of the shares reserved for issuance under the 2007 Equity Plan may be granted as stock options, stock appreciation rights, restricted stock, or RSUs.



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EXECUTIVE COMPENSATION

Compensation Discussion and Analysis

This section of the proxy statement explains our compensation programs in general, and how they operate with respect to our named executive officers in particular. This year, our "named executive officers" are our CEO, CFO, the three other most highly compensated executive officers as well as our former CFO serving during fiscal year 2017, as follows:

• Moshe N. Gavrielov, President and Chief Executive Officer  
 • Lorenzo A. Flores, Senior Vice President and Chief Financial Officer

• Victor Peng, Chief Operating Officer

• Krishna Rangasayee, Executive Vice President, Global Sales

• Vincent L. Tong, Executive Vice President, Global Operations and Quality

• Jon A. Olson, former Executive Vice President and Chief Financial Officer

The titles above for Messrs. Peng and Rangasayee reflect their titles as of April 10, 2017. During fiscal year 2017, Mr. Peng served as our Executive Vice President and General Manager of Products and Mr. Rangasayee served as our Senior Vice President and General Manager, Global Sales and Markets.

Mr. Olson stepped down as CFO in May 2016, and provided transition services until retiring from the Company in July 2016; he is included as a "named executive officer" for fiscal year 2017 as required by the SEC rules.

Executive Summary

Financial Performance for Fiscal Year 2017

Xilinx achieved success on many fronts during fiscal year 2017, including increased net revenues over the prior fiscal year. Following are some financial and product highlights from fiscal year 2017:

• Overall net revenues were \$2.35 billion, up 6% compared to the prior fiscal year

• Gross margin for the full fiscal year increased to approximately 70%, and operating margin was 30%

• Cash flow from operations was \$934.1 million

• Revenues from our Advanced Products reached \$1.08 billion, a 45% increase over the prior fiscal year

• Our 20nm products revenue exceeded \$200.0 million for the year

• Our 16nm products gained wider customer acceptance, shipping to over 450 customers, up from over 100 at the beginning of the year

• We returned \$522.0 million to our stockholders through our stock buyback program

• We paid stockholders a record \$332.5 million in dividends

• Our total stockholder return on an annualized basis over the prior 1-, 3-, and 5-year periods was 25%, 5%, and 13%, respectively.

Highlights of Executive Compensation Actions for Fiscal Year 2017

In line with our performance and compensation objectives, the Compensation Committee approved the following compensation actions for our executive officers, including the named executive officers, for fiscal year 2017:

• Increased base salary for Mr. Tong by 4.9% to \$425,000 from \$405,000 and set the base salary for Mr. Flores to \$400,000 in connection with his appointment as CFO;

• Made cash incentive compensation payments to the named executive officers during fiscal year 2017, which, on average represented approximately 107.0% of their target cash incentive bonuses, excluding Mr. Olson, who did not receive any incentive compensation for fiscal year 2017. We paid the following cash incentive payments to our named executive officers during fiscal year 2017: \$1,290,000 to Mr. Gavrielov, \$316,116 to Mr. Flores, \$543,500 to Mr. Peng, \$334,960 to Mr. Rangasayee, and \$456,300 to Mr. Tong; and

• Awarded performance-based restricted stock units (RSUs) to our named executive officers. We did not grant time-based equity awards to purchase shares of our common stock to any of our named executive officers during fiscal year 2017.

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Pay for Performance Analysis

Our executive compensation program is designed to motivate, engage, and retain a talented leadership team and to appropriately reward them for their contributions to our business. Our performance measurement framework consists of a combination of financial, operational, and strategic/individual performance metrics that provide a balance between short-term results and drivers of long-term value.

We provide our named executive officers with three primary elements of pay: base salary, cash incentive compensation, and long-term equity compensation. The performance-based incentives, consisting of cash incentive compensation and equity compensation, together constitute the largest portion of target total direct compensation for the named executive officers. Our long-term equity awards for executive officers are 100% performance-based. The following charts show the pay mix for (i) our CEO and (ii) the other named executive officers for fiscal year 2017, except for Mr. Olson, who retired from the Company in July 2016:

The percentages above were calculated using salary, cash incentive compensation, fair value of equity awards, and all other compensation as reported for fiscal year 2017 in the Summary Compensation Table, except for Mr. Olson, who retired in July 2016.

Fiscal Year 2017 Performance-Based Incentive Compensation Framework

Our annual and long-term incentives together provide a balanced and comprehensive view of performance and drive the Compensation Committee's executive compensation decisions. The incentive components of our executive compensation program are illustrated in the chart below and more fully discussed throughout this Compensation Discussion and Analysis section:

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Fiscal Year 2017 Performance-Based Incentive Compensation Framework

As noted above, with respect to Corporate Financial Performance, the Revenue Growth Component, which is weighted at 40%, is determined and paid annually. The Operating Profit Component, which is weighted at 30%, is operating profit as a percentage of revenue, excluding expenses related to bonus payments under our non-sales incentive compensation plans and, with Compensation Committee approval, other non-recurring adjustments or expenses that are not associated with currently planned or on-going business operations such as litigation and restructuring expenses, is determined and paid semi-annually. The Individual Performance Component is determined and paid semi-annually for all named executive officers, except for the CEO, whose Individual Performance Component is determined and paid annually. The Individual Performance Component weighting for all named executive officers is 30%; however, the weighting for the underlying product, sales/marketing, operational, and organizational objectives varies among executives. These three components were the same in fiscal year 2016; however, the weightings for the Revenue Growth Component was increased to 40% in fiscal year 2017 from 30% in fiscal year 2016 and the Individual Component was reduced to 30% in fiscal year 2017 from 40% in fiscal year 2016. These changes in weightings were intended to focus executive officers more on achieving the Company's goals for the fiscal year 2017.

Fiscal Year 2017 Key Compensation Actions

Base salary: During fiscal year 2017, Mr. Tong received a base salary increase in connection with his promotion to Executive Vice President to \$425,000 from \$405,000, and the Compensation Committee set the base salary for Mr. Flores at \$400,000 in connection with his appointment as CFO. The Compensation Committee approved these actions related to base salary after considering several factors, including the CEO's recommendation, each of the executive's scope of responsibility, potential performance, and comparative market data.

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Annual incentive target: In fiscal year 2017, the Compensation Committee increased the annual cash incentive target as a percentage of base salary for Mr. Tong to 100% from 80%. This increase both maintained the competitiveness of the target pay levels for Mr. Tong and increased the proportion of his target total direct compensation that is performance-based. Mr. Flores' annual cash incentive target as a percent of base salary was set at 80% in connection with his appointment to CFO in fiscal year 2017. None of our other named executive officers received an increase in their annual cash incentive target as a percent of salary.

Annual incentive payout: We paid cash incentive compensation consistent with our financial results and strategic/individual performance goals set for each named executive officer. As indicated in the framework chart above, our cash incentive compensation program is designed around three components: two corporate financial components of revenue growth and operating profit, and individual performance. The achievement of these components for fiscal year 2017 was as follows:

We met the target under the Revenue Growth Component, and therefore 100% bonus was paid for this metric.

We exceeded our Operating Profit Component target in the first half of the fiscal year, resulting in a 110% payout for the first half of fiscal year 2017, and we exceeded the threshold, but did not meet our target, for payment under the Operating Profit Component in the second half of the fiscal year, resulting in a 90% payout for the second half of the year.

The payouts under the Individual Performance Component for our named executive officers (other than our CEO and former CFO) in the first half of the year ranged from 110% to 135% of target, and in the second half of the year ranged from 100% to 123% of target. The payout for Mr. Gavriellov, our CEO, under the individual performance component as a percentage of target for the year was 125%. Mr. Olson, our former CFO, retired before earning any incentive compensation for fiscal year 2017.

As a result of these performance outcomes, annual cash incentive compensation paid to our CEO was 107.5% of his target, and the average annual cash incentive compensation paid to our other named executive officers, except for Mr. Olson, was 106.7% of the average target annual cash incentive compensation for the group.

Long-term equity incentive payout: In fiscal year 2017, the equity awards granted to our named executive officers consisted solely of performance-based restricted stock units (RSUs) that required achievement of specific Company performance objectives, as well as continued employment to become earned and vested. In fiscal year 2017, the Company exceeded the payout thresholds for all four performance measures indicated on the framework chart above. As a result, each named executive officer earned 140.4% of the target number of shares granted, and one third of such earned shares will vest in each of July 2017, July 2018, and July 2019.

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The following table summarizes these key fiscal year 2017 decisions for our named executive officers:

## Direct Compensation Elements for Named Executive Officers for Fiscal Year 2017

Name	2017 Salary (\$)	Salary Increase From Prior Year (%)	Performance-Based Incentive Compensation			Long-term Equity Incentive Award		Actual RSUs Earned as a Percentage of Target (%)
			Cash Incentive Award Target (\$)	Cash Incentive Award Actual (\$)	Actual Award as a Percentage of Target (%)	Target RSU Award (Shares)	Actual RSU Award (Shares)	
Moshe N. Gavriellov	\$800,000	—	\$1,200,000	\$1,290,000	107.5%	98,500	138,294	140.4%
Lorenzo A. Flores	\$400,000	—	\$311,808	\$316,116	101.4%	27,500	38,610	140.4%
Victor Peng	\$500,000	—	\$500,000	\$543,500	108.7%	27,500	38,610	140.4%
Krishna Rangasayee	\$395,000	—	\$316,000	\$334,960	106.0%	20,000	28,080	140.4%
Vincent L. Tong	\$425,000	4.9%	\$420,000	\$456,300	108.6%	27,500	38,610	140.4%
Jon A. Olson	\$500,000	—	—	—	—	—	—	—

(1) Salary represents the amount approved by the Compensation Committee. The actual salary earned during fiscal year 2017 for a named executive officer may be less than the annual base salary approved by the Compensation Committee for various reasons, including the timing of salary increases and an executive's departure from the Company.

(2) The salary increase percentages compare fiscal years 2017 and 2016 salary information for the named executive officers, as set forth below under "EXECUTIVE COMPENSATION—Summary Compensation Table." Mr. Flores received a salary increase in connection with his appointment as our CFO in fiscal year 2017; however, such increase is not disclosed in this table, as he was not a named executive officer in fiscal year 2016.

(3) Target awards are determined by multiplying the named executive officer's actual salary earned during fiscal year 2017 by the executive's target bonus percentage, which was 150% for Mr. Gavriellov, our CEO, 100% for Messrs. Peng and Tong, and 80% for Messrs. Flores and Rangasayee. Mr. Olson stepped down as CFO in May 2016, and retired in July 2016, before becoming eligible for any fiscal year 2017 cash incentive awards or grant of any long-term equity incentive awards (RSUs).

## CEO Performance and Pay Alignment

Each year, the Compensation Committee assesses our CEO's actual compensation relative to our financial performance. The following graphs show a five-year history of our financial results and the CEO's annual cash incentive compensation as a percentage of his target cash incentive compensation for the applicable fiscal year:

(1) Operating profit as a percentage of revenue and revenue are based on Generally Accepted Accounting Principles (GAAP).

The charts above show that as our GAAP operating profit and revenue have fluctuated, our CEO's cash incentive award has correspondingly changed.

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Governance Policies and Practices

We maintain several policies and practices to help ensure our overall program reflects sound governance standards. These include the following:

What We Do

Maintain a Completely Independent Compensation Committee. The Compensation Committee determines our compensation strategy for executive officers and consists solely of independent directors.

Maintain Independent Compensation Advisor. The Committee engages an independent compensation consultant to provide independent analysis, advice, and guidance on executive compensation.

Annual Executive Compensation Review. The Committee performs an annual review of our executive compensation strategy, including a review of our compensation peer group and a review of our compensation-related risk profile.

Pay-for-Performance Philosophy. Our cash incentive compensation and long-term equity programs for executives are based on the Company's and individual executive's performance.

Compensation at Risk. A significant portion of compensation for our executives is based on the performance of both the Company and the individual executive.

Performance-Based Equity Awards. Our executive officers mainly receive only performance-based restricted stock units (RSUs).

Robust Stock Ownership Guidelines. We have executive stock ownership guidelines and holding requirements that cover our Section 16 executive officers.

Claw-Back Policy. We have a claw-back, or pre-emption, policy that covers all elements of our incentive compensation program.

Annual Stockholder Advisory Votes on Executive Compensation. We conduct an annual stockholder

What We Don't Do

No Excise Tax Gross-Ups related to a Change of Control. We do not provide excise tax gross-ups related to a change of control of the Company.

Do Not Permit Hedging or Short Sales. We prohibit employees, including our executive officers, from engaging in transactions or arrangements that are intended to increase in value based on a decrease in value of Company securities, such as short sales or put options.

Do Not Permit Pledging. We prohibit our employees, including executive officers, from holding Company securities in a margin account or pledging Company securities.

No SERP or Defined Benefit Plans. We do not provide a Supplemental Executive Retirement Plan (SERP) or a defined benefit plan.

No Dividends or Dividend Equivalents Payable on Unvested Equity Awards. We do not pay dividends or dividend equivalents on unvested equity awards.

No Special Perquisites. We do not generally provide perquisites to our executive officers, other than benefits with broad-based employee participation that are standard in the technology sector, such as our employee stock purchase plan.

No Stock Option Repricing. Our 2007 Equity Plan does not permit repricing of out-of-the-money options or stock appreciation rights for shares of our common stock to a lower exercise or strike price without approval of our stockholders.

advisory vote on our executive compensation program.

Double-Trigger Change of Control Benefits. Change of control benefits require a change in control and termination of employment (double trigger) rather than benefits triggered solely on the change of control (single trigger).

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### 2016 Stockholder Advisory Vote on Compensation

We have held an annual non-binding advisory vote on executive compensation of our named executives in our proxy statements since our annual meeting in 2011. The following shows the percentage of stockholder approval for the executive compensation of our named executive officers for the past five years:

The chart above shows that at our 2016 Annual Meeting of Stockholders, the most recent non-binding stockholder vote on executive compensation of our named executive officers, 92.7% of stockholder votes cast were in favor of our executive compensation program.

The Compensation Committee was mindful of this strong stockholder support of our compensation philosophy and objectives when evaluating our executive compensation policies and practices throughout fiscal year 2017.

Accordingly, and as a result of the favorable say-on-pay vote, the Company continued its general approach to executive compensation, emphasizing performance-based compensation. In fiscal year 2017, the Committee awarded only performance-based RSUs to our executive officers, including our named executive officers, in order to directly link all of the executives' equity compensation to Company performance and increase the executives' focus on key long-term drivers of value.

The Board has adopted a policy providing for an annual advisory vote on the compensation of our named executive officers. This policy is consistent with our stockholders' preference in August 2011 on the frequency of future advisory votes on compensation for our named executive officers. This year, stockholders are being asked again to indicate their preference for the frequency of future advisory votes on compensation for our named executive officers, as set forth below in Proposal Four.

### Compensation Philosophy and Objectives

#### Role of the Compensation Committee

The Compensation Committee, in consultation with the CEO for our other executive officers, is responsible for establishing our compensation and benefits philosophy and strategy. The Compensation Committee also oversees our general compensation policies and sets specific compensation levels for corporate officers, including the named executive officers. The Compensation Committee, together with the independent directors, evaluates the CEO's performance, and the Compensation Committee determines CEO compensation. In determining compensation strategy, the Compensation Committee reviews market competitive data to ensure that we are able to attract, motivate, reward, and retain quality employees, including the named executive officers. The Compensation Committee has the authority to engage its own independent advisors to assist in carrying out its responsibility and has done so, but may not delegate its authority to such advisors.

#### Compensation Consultant

In fiscal year 2017, the Compensation Committee retained two firms to act as its independent compensation consultant. Semler Brossy LLC (Semler Brossy) advised the Compensation Committee until August 2016, at which time Compensia, Inc. (Compensia) began advising the Compensation Committee. Compensia and Semler Brossy both reported directly to the Compensation Committee and not to management. Both Compensia and Semler Brossy provided the Compensation Committee with general advice on compensation matters, including reviewing the composition of the peer group, providing compensation data related to executives at the selected companies in the peer group and providing advice on our executive officers' compensation generally. Based on the above and its review of the factors set forth under Rule 10C-1 of the Exchange Act and in the NASDAQ listing requirements, the Compensation Committee assessed the independence of Compensia and Semler Brossy and concluded that no conflict of interest exists that would prevent either from independently advising the Compensation Committee during fiscal year 2017. In fiscal year 2017, the Compensation Committee met regularly in executive session with its independent compensation



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consultant without management present. Neither Compensia nor Semler Brossy provided any additional services to the Company other than the services for which it was retained by the Compensation Committee, and the Compensation Committee is not aware of any conflict of interest that exists that would otherwise prevent Compensia from having been independent during fiscal year 2017. The Company paid the cost for services provided by Semler Brossy and pays the costs for Compensia's services.

Primary Objectives

The primary objectives of the Compensation Committee with respect to determining executive compensation are to attract, motivate, and retain talented employees and to align executives' interests with those of stockholders, with the ultimate objective of improving stockholder value. It is the philosophy of the Compensation Committee that the best way to achieve this is to provide executives with compensation that is based on their level of performance against specific goals, which are aligned with our overall strategy, thereby compensating executives on a "pay for performance" basis.

To achieve these objectives, the Compensation Committee has implemented compensation plans that tie a significant portion of executives' overall compensation to our financial and product-related performance, including operating profit, revenue growth, product revenue, technology leadership, and quality leadership. Overall, the total compensation opportunity is intended to create an executive compensation program that is competitive with comparable companies. The comparable companies considered by the Compensation Committee are described more fully below.

For fiscal year 2017, the Compensation Committee approved the 2017 Executive Incentive Plan (2017 Incentive Plan), a short-term incentive plan described in greater detail below. Bonus payments to our executives varied with the Company's performance during the fiscal year, as well as with their individual performance. This design was intended to accomplish the Company's goal of aligning executives' interests with those of stockholders by encouraging the executives to work diligently toward the success of the Company, and to reward, as appropriate, achievement of semi-annual and annual objectives.

The Company also advances its objectives of aligning executives' interests with the interests of stockholders through its 2007 Equity Plan. The purpose of the 2007 Equity Plan is to promote the success of our business by encouraging equity ownership in the Company. In particular, the 2007 Equity Plan provides officers with incentive to exert maximum effort toward the success of the Company and to participate in such success through acquisition and retention of our common stock.

Procedural Approaches to Accomplish Compensation Objectives

The Compensation Committee believes that the compensation provided to our executives, including the named executive officers, should include both cash and stock-based compensation that rewards performance as measured against established goals.

Peer Group Data

The Compensation Committee directed Semler Brossy to develop a group of peer companies for purposes of examining, determining, and setting compensation for our executives for fiscal year 2017. The criteria for determining which companies to include in the peer group included all or some of the following criteria: (i) they operate in a similar industry as the Company; (ii) they are of roughly similar size (as measured by revenues and aggregate market capitalization) as the Company; (iii) they have profitability and price-to-sales ratio similar to those of the Company; and (iv) they are companies against whom the Company competes for talent.

After receiving and discussing Semler Brossy's report, the Compensation Committee approved the peer group companies for fiscal year 2017 in the third quarter of fiscal year 2016. The Compensation Committee removed Altera Corporation from the peer group for fiscal year 2017 because it was acquired by Intel Corporation, and added Microsemi Corporation, because it aligned with the Company in many business aspects. Following are the peer group companies for fiscal year 2017:

- Advanced Micro Devices, Inc.
- Cypress Semiconductor Corporation
- Microchip Technology Inc.
- Analog Devices, Inc.
- Fairchild Semiconductor International
- Microsemi Corporation Inc.

- Atmel Corporation
- Autodesk, Inc.
- Avago Technologies Limited
- Broadcom Corporation
- Brocade Communications Systems Inc.
- Cadence Design Systems, Inc.
- KLA-Tencor Corporation
- LAM Research Corporation
- Linear Technology Corporation
- Marvell Technology Group Ltd.
- Maxim Integrated Products Inc.
- Nvidia Corporation
- ON Semiconductor Corporation
- Sandisk Corporation
- Skyworks Solutions, Inc.
- Synopsys, Inc.

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A summary of the four quarter trailing revenue by quartile and market capitalization of peer group companies at the time the Compensation Committee finalized the peer group of companies in the third quarter of fiscal year 2016 for its fiscal year 2017 compensation decisions is as follows:

Peer Group Four-Quarter Revenue and Market Capitalization for  
Fiscal Year 2017 Compensation Decisions

Quartile	Peer Group Financials (1)	
	Four Quarter Trailing Revenue (\$ in millions)	Market Capitalization (\$ in millions)
75th Percentile	3,520	12,868
50th Percentile	2,508	10,320
25th Percentile	1,684	4,348
Xilinx, Inc.	2,237	12,271

(1) Data is based on available market information as of September 2015.

Data on the compensation practices of the peer group is generally gathered through searches of publicly available information, including publicly available databases. In preparing its report, Semler Brossy reviewed data from Radford Surveys + Consulting (Radford), specifically the Radford Global Technology Survey, as well as the proxy statements for each of the peer group companies. Peer group data is gathered with respect to base salary, bonus targets, and equity awards. The Radford survey reflects more current information than the information found through publicly available sources. Although some of the peer group companies no longer exist today due to corporate events, such as mergers, all of the peer group companies identified above participated in the Radford survey at the time compensation decisions were made during fiscal year 2017, except for Cypress Semiconductor Corporation and Maxim Integrated Products, Inc.

Based on the chart above, our revenue approximated the 50th percentile of the peer group companies and our market capitalization approximated the 75th percentile of the peer group companies at the time the peer group was approved. In determining adjustments to executive compensation, the Compensation Committee not only reviews and considers the compensation advice and analysis provided by its independent compensation consultant and publicly available information of compensation offered by the applicable comparative market data, but also reviews the Radford survey and takes into consideration other relevant factors as described in this Compensation Discussion and Analysis. While the Compensation Committee looks at the external market data (both the Radford survey data and peer company data), it does not target any specific pay percentile within those companies for purposes of setting cash and equity compensation levels. Rather, the Compensation Committee uses the peer group information merely as a guide to determine whether we are generally competitive in the market.

#### CEO Evaluation and Compensation Determination

The Compensation Committee annually reviews the performance of the CEO in light of the goals and objectives of our executive compensation plans, and approves CEO compensation. The review of the performance and compensation of the CEO and all other named executive officers is conducted annually during the period commencing around the middle of May, which is called our "Focal Review Period." The Compensation Committee uses both objective data from peer group companies, including comparing compensation paid to CEOs in the peer group, and subjective policies and practices, including assessment of the CEO's achievements and contribution to the Company, to determine his compensation. In determining the long-term incentive component of the CEO's compensation, the Compensation Committee considers a number of relevant factors, including the Company's performance and relative stockholder return, the value of similar awards to CEOs of the peer group companies, the awards given to the CEO in prior years, and formal feedback from the independent directors. To provide further assurance of independence, the Compensation Committee's compensation consultant provides its recommendation for CEO compensation. The independent compensation consultant prepares analysis showing competitive CEO compensation among the peer group for the individual elements of compensation and total direct compensation. Then, the independent compensation consultant provides the Compensation Committee with a range of recommendations for any change in the CEO's base salary, annual incentive target, and equity grant value. The recommendations take into account the peer group

competitive pay analysis, expected future pay trends, and importantly, the position of the CEO in relation to other senior executives and proposed pay actions for all key employees of the Company. The range allows the Compensation Committee to exercise its discretion based on the CEO's individual performance and other factors.

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Evaluation of Other Named Executive Officers and Compensation Determination

The CEO works with the Compensation Committee in establishing the compensation and benefits philosophy and strategy for our executives and also makes specific recommendations to the Compensation Committee with respect to the individual compensation for each of the executive officers, including the named executive officers other than himself. With respect to the named executive officers, the Compensation Committee annually reviews, with the CEO, each executive's performance in light of the Company's goals and objectives, and approves their compensation. The Compensation Committee also considers other relevant factors in approving the level of such compensation, including each executive officer's performance during the year, specifically an officer's accomplishments, areas of strength, and areas of development, the executive's scope of responsibility and contributions to the Company, and the executive's experience and tenure in the position. During the Focal Review Period, the CEO and members of our human resources department evaluate each named executive officer's performance during the year based on the CEO's knowledge of each named executive officer's performance, individual self-assessment, and feedback provided by the named executive officer's peers and direct reports. The CEO also reviews compensation data gathered from Radford as well as from publicly available information and identifies trends and competitive factors to consider in adjusting compensation levels of the named executive officers. The CEO then makes a recommendation to the Compensation Committee as to each element of each named executive officer's compensation.

Compensation Components

Our executive compensation is divided into three components: base salary, incentive cash compensation, and long-term equity compensation. The following table summarizes these elements of compensation:

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## Base Salary

During fiscal year 2017, the Compensation Committee reviewed the base salaries of our named executive officers focusing on the competitiveness of their salaries. After comparing their current salaries to the base salary levels at the companies in our peer group, as well as considering the roles and responsibilities and potential performance of the named executive officers, the Compensation Committee increased the base salaries of two of our named executive officers in fiscal year 2017, as set forth in the following table:

## Named Executive Officer Salary Adjustments

Named Executive Officer	Fiscal Year 2017 Salary (1) (\$)	Fiscal Year 2016 Salary (1) (\$)	Percent Change (%)
Moshe N. Gavriellov	800,000	800,000	—%
Lorenzo A. Flores	400,000	— (2)	— (2)
Victor Peng	500,000	500,000	—%
Krishna Rangasayee	395,000	395,000	—%
Vincent L. Tong	425,000	405,000	4.9% (2)
Jon A. Olson	500,000	500,000	—%

(1) These amounts reflect the base salaries approved for a particular fiscal year, and not the actual earnings for the respective named executive officer, which earnings may be different due to certain factors, such as the timing of approved salary increases.

(2) Mr. Tong's base salary was increased based on his performance and comparative market data. Mr. Flores' base salary was set at \$400,000 in connection with his appointment to CFO in fiscal year 2017.

## Incentive Cash Compensation

In fiscal year 2017, the Compensation Committee adopted the 2017 Incentive Plan. The cash incentive targets for four of our named executive officers remained the same in fiscal year 2017, as follows: Mr. Gavriellov, 150%; Mr. Peng, 100%, Mr. Olson, 100%, and Mr. Rangasayee, 80%. The cash incentive target for Mr. Tong was increased to 100% of his annual base earnings, up from 80% in fiscal year 2016, and Mr. Flores' cash incentive target was increased to 80% of his annual base earnings upon his appointment as CFO. The cash incentive target increases for Messrs. Tong and Flores maintained the competitiveness of our target pay levels and increased the proportion of their total pay that is performance-based. Mr. Olson retired before earning any incentive compensation for fiscal year 2017.

Under the 2017 Incentive Plan, cash bonuses for the named executive officers were based on each executive's earnings and then determined using three different components, each with a different weighting: (1) our operating profit as a percentage of revenue determined in accordance with GAAP but excluding payments under our non-sales incentive plans and, with Compensation Committee approval, other unusual charges (OP Component), weighted at 30%; (2) our annual revenue growth (Growth Component), weighted at 40%; and (3) the individual performance component (Individual Performance Component) based on the achievement of performance goals pertaining to such officer's position and responsibilities, weighted at 30%. For fiscal year 2017, the three components and the weighting of the OP Component at 30% were the same as for fiscal year 2016; however, the weighting for the Growth Component increased to 40% from 30%, and the weighting for the Individual Performance Component decreased to 30% from 40%. These changes in weightings were intended to focus executive officers more on achieving the Company's goals for the fiscal year 2017. The OP Component is paid on a semi-annual basis, the Growth Component is paid on an annual basis, and the Individual Performance Component is paid on a semi-annual basis for all named executive officers, except our CEO, whose Individual Performance Component is paid on an annual basis.

We exceeded the operating profit objective in the first half of the year, resulting in a 110% payout for the first half of the year under the OP Component, and we exceeded the threshold, but were below our target for the operating profit objective in the second half of the year, resulting in a 90% payout for the second half of the year under the OP Component. Payouts to the named executive officers (other than the CEO) under the Individual Performance Component for the first half of the fiscal year ranged from 110% to 135% of target. In the second half of the fiscal year, the payouts to the named executive officers (other than our CEO and our former CFO) under the Individual Performance Component ranged from 100% to 123% of target. The payout to Mr. Gavriellov, our CEO, under the

Individual Performance Component was 125% of target, which was measured annually rather than semi-annually. The Company met the target payout under the Growth Component, and therefore 100% bonus was paid for this metric. The following table shows the annual performance achievement as a percentage of target by our named executive officers under the 2017 Incentive Plan:

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## Named Executive Officer Actual Incentive Cash Compensation as a Percent of Target

Name	Target Incentive Award (1) (\$)	Actual Incentive Award (\$)	Actual Incentive Award as a Percent of Target (%)
Moshe N. Gavriellov	1,200,000	1,290,000	107.5
Lorenzo A. Flores	311,808	316,116	101.4
Victor Peng	500,000	543,500	108.7
Krishna Rangasayee	316,000	334,960	106.0
Vincent L. Tong	420,000	456,300	108.6
Jon A. Olson	—	—	—

(1) Amount is based on the executive's actual earnings, which, due to the timing of salary increases, may be less than the annual base salary approved by the Compensation Committee in fiscal year 2017. Mr. Olson retired before earning any incentive compensation for fiscal year 2017.

Each component is described in more detail under the sections entitled "Operating Profit Component," "Revenue Growth Component," and "Individual Performance Component."

Operating Profit Component

The OP Component is defined as our operating profit as a percent of revenue, excluding expenses related to bonus payments made under our non-sales incentive compensation plans and, with Compensation Committee approval, other non-recurring adjustments or expenses that are not associated with currently planned or on-going business operations, such as litigation and restructuring expenses. The goal in the OP Component is to continually manage and reduce costs and enhance profitability. For purposes of the 2017 Incentive Plan, the OP Component is calculated on a semi-annual basis using the financial results for the fiscal six-month period, and is weighted 30%.

The OP Component is subject to a threshold range for any payout and contains a multiplier that increases payout under this component depending on Company performance. For fiscal year 2017, the maximum multiplier was 2.0. The table below summarizes the general progression of the OP Component Multiplier for fiscal year 2017:

OP Component Scale (Abbreviated)

Operating Profit % (FY2017)	OP Component Multiplier
<21	0.0
22	0.1
23	0.2
...	...
30	0.9
31 - 33	1.0
34	1.1
35	1.2
36	1.3
...	...
42	1.9
43	2.0

In fiscal year 2017, we exceeded our OP Component target in the first half of the year, resulting in a 1.1 multiplier based on an operating profit of 34%, and we exceeded the threshold, but were below target for the second half of the year, resulting in a 0.9 multiplier based on an operating profit of 30%, as follows:



Table of ContentsOP Component Multipliers for Fiscal Year  
2017

Period	Actual OP Component (%)	OP Component Multiplier
First Half	34	1.1
Second Half	30	0.9

## Revenue Growth Component

The Growth Component measures increases in the Company's revenue growth year-over-year and rewards increases over a certain minimum threshold. In order to focus the Company on achieving its revenue goals during fiscal year 2017, the weighting of the Growth Component increased to 40% in fiscal year 2017 (from 30% last fiscal year) and the scale for payout included both a higher threshold for payout this fiscal year (1%) than last fiscal year (0.25%) and required achievement of higher levels of revenue growth before payout than last fiscal year. The Growth Component is measured and paid on an annual basis. In fiscal year 2017, the minimum increase in year-over-year revenue growth for payment was 1.0%. Once the Company achieved a full 1.0% year-over-year revenue growth, then the Growth Component multiplier (Growth Component Multiplier) equaled 0.10. For achievement of a full 2.0% year-over-year revenue growth, the Growth Component Multiplier equaled 0.20. Then, for every full 0.50% increase in year-over-year revenue growth, the Growth Component Multiplier increased by 0.10, until at a 6.0% increase in year-over-year revenue growth, the Growth Component Multiplier equaled 1.0. Then, for every full percentage point increase above 6%, the Growth Component Multiplier increased by 0.2, until reaching 11% year-over-year revenue growth, at which point the multiplier was capped at 2.0. The table below summarizes the general progression of the Growth Component multiplier for fiscal year 2017:

## Growth Component Scale (Abbreviated)

Revenue Growth (Year-over-Year in FY2017)	Growth Component Multiplier
0.00%	0.00
1.00%	0.10
2.00%	0.20
2.50%	0.30
3.00%	0.40
...	...
6%	1.00
7%	1.20
8%	1.40
9%	1.60
10%	1.80
11%	2.00

In fiscal year 2017, the Company achieved its 6% target for the Growth Component threshold, and therefore the Growth Component Multiplier equaled 1.0 for that performance metric.

## Individual Performance Component

Under the Individual Performance Component, each named executive officer received up to a maximum of ten individual goals for each performance period, with each goal assigned a weighting depending on the value of the goal. The performance period for the named executive officers, except the CEO, was each semi-annual period, and for the CEO, the performance period was the full fiscal year. The threshold for any payout under the Individual Performance Component was 50% overall achievement and the maximum performance was capped at 150% (Individual Performance Multiplier).

Each individual goal under the Individual Performance Component (1) was directly related to the Company's business objectives and (2) corresponded to such executive's position and responsibilities. The goals for the named executive officers related to the broader corporate goals within the following categories:

Product objectives. Goals related to product innovation and development, product quality and product schedules fell within this category.

Sales and marketing objectives. Goals related to revenue, design wins, marketing strategies, and product launches fell within this category.

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Operational objectives. Goals related to fiscal discipline, cost reductions, business efficiencies, and profitability fell within this category.

Organizational objectives. Goals related to the implementation of employee performance and compensation programs, succession planning, and compliance fell within this category.

For the named executive officers other than the CEO, the CEO, in consultation with each executive, assigned a weight to each goal which was measured in proportion to how that goal corresponded to the importance of the business objective involved. These goals and assigned weightings for the non-CEO named executive officers were provided to the Compensation Committee for its review at the beginning of each semi-annual period. At the end of each semi-annual period, the CEO reviewed with each executive the executive's performance for the period and then determined each executive's level of achievement for each goal on a scale of 0% to 150%. Based on the CEO's determination of the executive's level of goal achievement, the CEO then recommended to the Compensation Committee an Individual Performance Multiplier, on a scale of 0.0 to 1.5, for each named executive officer. After reviewing the CEO's semi-annual assessment and recommendation, the Compensation Committee determined and approved the multiplier and semi-annual payout for each named executive officer.

For the CEO, the Compensation Committee, in consultation with the CEO, determined each of the CEO's goals, which were measured in proportion to the importance of that goal to the business. At the end of the annual period, the CEO self-assessed his achievement of each goal on the same 0% to 150% scale and submitted the self-assessment to the Compensation Committee. After reviewing the CEO's self-assessment and making its own evaluation of the CEO's performance, the Compensation Committee discussed its recommendation of the CEO's multiplier and annual payout with the independent members of the Board outside the presence of the CEO. The Compensation Committee determined and then approved the CEO's payout amount. In assessing the CEO's achievements and approving his compensation, the Compensation Committee and independent directors considered his achievements within a broader set of expectations including strategic leadership, organizational quality and effectiveness, management abilities, and responsiveness to economic conditions.

The Individual Performance Component, which was weighted 30%, was paid semi-annually for all named executive officers, except the CEO, in fiscal year 2017. The Individual Performance Component was paid annually for the CEO in fiscal year 2017. A summary of each named executive officer's individual performance goals is set forth in the footnotes in the table below titled "Named Executive Officer Incentive Cash Bonus Awards for Fiscal Year 2017."

Calculations of Payouts for Named Executive Officers

The cash incentive bonus payouts are calculated slightly differently for our CEO compared to our other named executive officers, because the Individual Performance Component is determined on an annual basis for our CEO, but is determined on a semi-annual basis for all other named executive officers.

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Cash Incentive Payout for Named Executive Officers, except our CEO

The calculation to determine the cash incentive bonus payout for our named executive officers, except our CEO, is shown below:

Named Executive Officer (Other than CEO) Cash Incentive Bonus Calculation

As shown in the chart above, the cash incentive bonus payout for our named executive officers, except our CEO, for the first half of the fiscal year was determined by multiplying the multipliers for the OP Component and the Individual Performance Component by their weights, each 30%, then by the named executive officer's target bonus percentage, and then by the named executive officer's salary earned in the first half of the year.

As also shown in the chart above, the cash incentive bonus for the second half of the year was calculated similar to the first half of the year for our named executive officers (other than our CEO), except that the Growth Component, which is measured and paid on an annual basis, was added to the overall second half calculation, as follows:

$$[\text{OP Component Weighting (30\%)} \times \text{OP Component Multiplier} \times \text{Target Bonus \%} \times \text{Second Half Fiscal Year Earnings}] + [\text{Individual Performance Component Weighting (30\%)} \times \text{Individual Performance Component Multiplier} \times \text{Target Bonus \%} \times \text{Second Half Fiscal Year Earnings}] + [\text{Growth Component Weighting (40\%)} \times \text{Growth Component Multiplier} \times \text{Target Bonus \%} \times \text{Annual Earnings}] = \text{Second Half Payout for Non-CEO Named Executive Officers}$$

Cash Incentive Payout for our CEO

The calculation to determine the cash incentive bonus payout for our CEO is shown below:

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CEO Cash Incentive Bonus Calculation

Unlike the other named executive officers and as shown in the chart above, our CEO's cash incentive bonus calculation in the first half of the year did not include his Individual Performance Component, which, for the CEO, is calculated on an annual basis.

The CEO's first half incentive bonus included only the OP Component and was calculated by multiplying the OP Component multiplier by the weighting (30%), by the CEO's target bonus percentage and then by the CEO's earnings in the first half of the fiscal year. The CEO's cash incentive bonus for the first half of the fiscal year was paid shortly after the end of the first half of the fiscal year.

Because the Growth Component and the CEO's Individual Performance are determined on an annual, rather than on a semi-annual, basis, the CEO's payout for the second half of the fiscal year was calculated similar to the first half of the year, except in the second half of the year, the Growth Component and the CEO's Individual Performance Component were added to the overall second half of the year calculation, as follows:

$$[\text{OP Component Weighting (30\%)} \times \text{OP Component Multiplier} \times \text{Target Bonus \%} \times \text{Second Half Fiscal Year Earnings}] + [\text{Individual Performance Component Weighting (30\%)} \times \text{Individual Performance Component Multiplier} \times \text{Target Bonus \%} \times \text{Annual Earnings}] + [\text{Growth Component Weighting (40\%)} \times \text{Growth Component Multiplier} \times \text{Target Bonus \%} \times \text{Annual Earnings}] = \text{CEO Second Half Payout}$$

Incentive Cash Bonus Amounts for Fiscal Year 2017

The target and actual incentive bonus amounts for fiscal year 2017 for our named executive officers, based on the achievement against financial goals (discussed above) and achievement against the individual performance goals (as discussed in the footnotes below) were as follows:

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## Named Executive Officer Incentive Cash Bonus Awards for Fiscal Year 2017

Named Executive Officer	Base Salary (1) (\$)	Target Incentive Bonus as a Percentage of Base Salary (%)	Target Incentive Bonus (\$)	Bonus Actually Paid (\$)						Total Incentive Bonus Actually Paid (\$)	Bonus Actually Paid as Percentage of Target Incentive Bonus (%)	
				First Half Financial Metrics (2) (\$)	First Half Individual Performance (\$)	Second Half Financial Metrics (3) (\$)	Second Half (Annual for CEO) Individual Performance (\$)	(4)	(5)			(6)
Moshe N. Gavriellov	800,000	150	1,200,000	198,000	—	642,000	450,000	(4)	1,290,000	107.5		
Lorenzo A. Flores	389,760	80	311,808	50,096	50,097	(5)	167,923	48,000	(6)	316,116	101.4	
Victor Peng Krishna Rangasayee	500,000	100	500,000	82,500	101,250	(7)	267,500	92,250	(8)	543,500	108.7	
Vincent L. Tong	395,000	80	316,000	52,140	56,880	(9)	169,060	56,880	(10)	334,960	106.0	
Jon A. Olson (13)	420,000	100	420,000	68,475	84,038	(11)	225,375	78,413	(12)	456,301	108.6	
	—	—	—	—	—	—	—	—	—	—	—	

Represents the actual base salaries earned during fiscal year 2017. All salaries are evenly split between the first (1) half and the second half of the year, except for Messrs. Flores (1H: \$189,760; 2H: \$200,000) and Tong (1H: \$207,500; 2H: \$212,500), to reflect mid-year salary increases.

The first half financial metric included only the OP Component, which was scored at 34% and resulted in a multiplier of 1.1. For more information on the OP Component, see the section above entitled "Operating Profit Component," and for more information on the calculation of cash incentive bonuses for the first half of fiscal year 2017, see the section above entitled "Calculations of Payouts for Named Executive Officers."

The second half financial metric included the OP Component and Growth Component. The OP Component for the second half was scored at 30%, which resulted in a multiplier of 0.9. The Growth Component multiplier was 1.0, because the Company achieved its target year-over-year revenue growth in fiscal year 2017. For more information (3) on the OP Component and Growth Components, see the sections above entitled "Operating Profit Component" and "Revenue Growth Component." For more information on the calculation of the cash incentive bonuses for the second half of fiscal year 2017, see the section above entitled "Calculations of Payouts for Named Executive Officers."

Represents the actual bonus paid to Mr. Gavriellov for fiscal year 2017 based on achievement against his specific individual performance goals. For fiscal year 2017, Mr. Gavriellov earned 125% of his target bonus attributable to the Individual Performance Component based on: (1) achievement of certain operational and quality goals, (4) including product development, product delivery, product mix, and gross margin goals; (2) achievement of strategic product and portfolio goals; and (3) attainment of leadership effectiveness goals, including responsiveness to market demands (external leadership) and creating a performance-based culture (internal leadership).

Represents the actual bonus paid to Mr. Flores for the first half of fiscal year 2017 based on achievement against his specific individual performance goals. For the first half of fiscal year 2017, Mr. Flores earned 110% of his target bonus attributable to the Individual Performance Component based on: (1) driving the Company's efforts on (5) gross margin improvements; (2) completion of key strategic initiatives and implementing various programs to improve the Company's profitability; (3) completion of goals to improve the Company's controls, compliance, and processes; and (4) achievement of goals related to developing critical employee skills, communicating corporate strategy and direction, and driving a high performance culture.

Represents the actual bonus paid to Mr. Flores for the second half of fiscal year 2017 based on achievement against his specific individual performance goals. For the second half of fiscal year 2017, Mr. Flores earned 100% of his target bonus attributable to the Individual Performance Component based on: (1) achievement of specific (6) milestones related to improving the Company's gross margin; (2) completion of key strategic initiatives to improve the Company's profitability; (3) completion of goals to improve Company controls, compliance, and processes; and (4) achievement of goals related to developing critical employee skills, communicating corporate strategy and direction, and driving an high performance culture.

Represents the actual bonus paid to Mr. Peng for the first half of fiscal year 2017 based on achievement against his (7) specific individual performance goals. For the first half of fiscal year 2017, Mr. Peng earned 135% of his target bonus attributable to the Individual Performance Component based on: (1) achievement of certain product delivery, production, and shipment

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goals; (2) achievement of certain engineering goals; (3) achievement of certain business and marketing goals; (4) achievement of certain gross margin goals; and (5) achievement of goals related to developing critical employee skills, communicating corporate strategy and direction, and driving a high performance culture.

Represents the actual bonus paid to Mr. Peng for the second half of fiscal year 2017 based on achievement against his specific individual performance goals. For the second half of fiscal year 2017, Mr. Peng earned 123% of his target bonus attributable to the Individual Performance Component based on: (1) achievement of certain silicon (8) and software goals; (2) achievement of certain product engineering, production and customer goals; (3) achievement of certain business and marketing goals; (4) achievement of certain gross margin goals; and (5) achievement of goals related to developing critical employee skills, communicating corporate strategy and direction, and driving a high performance culture.

Represents the actual bonus paid to Mr. Rangasayee for the first half of fiscal year 2017 based on achievement against his specific performance goals. For the first half of fiscal year 2017, Mr. Rangasayee earned 120% of his (9) target bonus attributable to the Individual Performance Component based on: (1) achievement of the Company's revenue plan; (2) achievement of gross margin goals; (3) achievement of certain organizational goals; (4) achievement of certain customer and productivity goals; and (5) completion of goals related to reviewing strategic talent, developing critical employee skills and driving a high performance culture.

Represents the actual bonus paid to Mr. Rangasayee for the second half of fiscal year 2017 based on achievement against his specific performance goals. For the second half of fiscal year 2017, Mr. Rangasayee earned 120% of (10) his target bonus attributable to the Individual Performance Component based on: (1) achievement of the Company's revenue plan; (2) achievement of gross margin goals; (3) meeting certain organizational and customer goals; and (4) achievement of goals related to developing critical employee skills, communicating corporate strategy and direction, and driving a high performance culture.

Represents the actual bonus paid to Mr. Tong for the first half of fiscal year 2017 based on achievement against his specific individual performance goals. For the first half of fiscal year 2017, Mr. Tong earned 135% of his (11) target bonus attributable to the Individual Performance Component based on: (1) achievement of certain overall quality goals; (2) achievement of certain delinquency goals; (3) achievement of certain production and quality goals; (4) achievement of certain gross margin goals; and (5) achievement of goals related to developing critical employee skills, communicating corporate strategy and direction, and driving a high performance culture.

Represents the actual bonus paid to Mr. Tong for the second half of fiscal year 2017 based on achievement against his specific individual performance goals. For the second half of fiscal year 2017, Mr. Tong earned 123% (12) of his target bonus attributable to the Individual Performance Component based on: (1) achievement of certain quality and customer-related goals; (2) achievement of certain delinquency goals; (3) achievement of certain operational goals; (4) achievement of certain product production and shipment goals; (5) achievement of certain gross margin goals; and (6) achievement of goals related to developing critical employee skills, communicating corporate strategy and direction, and driving a high performance culture.

(13) Mr. Olson retired before earning any incentive cash compensation during fiscal year 2017.

**Long-Term Equity Incentive Compensation**

The Compensation Committee regularly monitors the environment in which we operate and reviews and makes changes to our long-term equity incentive compensation program as necessary to help us meet our goals, including generating long-term stockholder value and attracting, motivating, and retaining talent. In fiscal year 2017, the Compensation Committee granted long-term equity incentive compensation in the form of performance-based restricted stock units (RSUs) to the named executive officers. The Compensation Committee believes that performance-based RSUs align our executives' interests with our stockholders' interests, focus attention on key drivers of long-term value, and provide a stronger retention tool for our executives. Additionally, because of their intrinsic value, RSUs allow us to issue fewer shares of common stock thereby reducing dilution to our stockholders.

For fiscal year 2017, the Compensation Committee granted only performance-based RSUs to our named executive officers, rather than a mix of performance-based and time-based RSUs to these executives as it had in prior years. The Compensation Committee believes that performance-based RSUs reinforce our pay for performance philosophy, and serve as a sufficient retention tool because of the three-year vesting schedule tied to performance-based RSUs.



The number of performance-based RSUs granted (viewed in the aggregate by value) was determined by the Compensation Committee based on performance, internal parity for executive officers at certain levels, peer group data, the pay mix between cash compensation and equity compensation, and its assessment of the retention value of existing and new equity awards. Our CEO received the largest award based on his overall responsibility for Company performance and success. Additionally, further differentiation was made between the named executive officers based on competitive market data for the peer group for their

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respective positions and the Compensation Committee's assessment of each executive's potential future contributions to the Company.

The number of performance-based RSUs earned is based on achievement of pre-established financial and operational goals at the end of a one-year performance cycle that corresponds with our fiscal year. Following the end of the fiscal year, the performance goals are evaluated and the degree of achievement is determined. The number of earned performance-based RSUs may increase with overachievement of the applicable performance goals, including up to a maximum of 182.5% of the target number of performance-based RSUs. This maximum rate was increased to 182.5% from 165% last fiscal year to focus executive officers on achieving revenue targets for our newer technology products. The number of RSUs earned may also decrease for underachievement of the performance goals, including no performance-based RSUs being earned. Once the number of earned RSUs is determined, the shares will vest in three equal annual installments, commencing with the first anniversary of the date of grant.

The four performance components applicable to the fiscal year 2017 performance-based RSUs were: (1) 28nm revenue, weighted at 40% (28nm Revenue Component), (2) 20nm and 16nm revenue, weighted at 25% (20nm/16nm Revenue Component), (3) technology leadership, weighted at 25% (Technology Component), and (4) quality leadership, weighted at 10% (Quality Component). These four components are more fully described below.

In May 2016, the Compensation Committee determined the target number of performance-based RSUs that can be earned by our named executive officers for fiscal year 2017. The target number of RSUs was determined for each named executive officer based on a tentative total grant value, which was then divided by the average closing price of our common stock during the three-month period from April 1, 2016 to July 1, 2016, and then rounded up to the closest 500 underlying RSUs. The tentative total value of the RSUs granted effective July 5, 2016 for each of our named executive officers was as follows: Mr. Gavriellov, \$4,500,000; Mr. Flores, \$1,250,000; Mr. Peng, \$1,250,000; Mr. Rangasayee, \$900,000; and Mr. Tong, \$1,250,000. The tentative total value for Mr. Tong's award increased in fiscal year 2017 from \$900,000 in fiscal year 2016 in connection with his promotion during fiscal year 2017 to Executive Vice President from Senior Vice President. The average closing price of our common stock from April 1, 2016 to July 1, 2016, was \$45.57.

In May 2017, the data on achievement of the four fiscal year 2017 performance goals was presented to the Compensation Committee. After analyzing and reviewing the results, the Committee certified both the degree of goal accomplishment for each of the four performance-based components for fiscal year 2017 and the total number of RSUs earned and to be issued pursuant to each award. The number of shares earned under each performance-based RSU awarded pursuant to the grant on July 5, 2016 will vest in three equal annual installments, beginning on the anniversary of the date of grant, which is July 5 of each of 2017, 2018, and 2019.

The following table sets forth the long-term incentive compensation performance goals, their percentage weightings and achievements, as well as the total multiplier for fiscal year 2017:

Long-Term Equity Incentive Performance Goals for  
Fiscal Year 2017

Metric	Weight	Achievement	Multiplier
28nm Revenue	40%	106%	0.424
20nm/16nm Revenue	25%	194%	0.485
Technology Leadership	25%	150%	0.375
Quality Leadership	10%	120%	0.120
Total			1.404

The following table sets forth the number of target and actual RSUs awarded to each of our named executive officers in fiscal year 2017, based on the considerations described above:

Named Executive Officer RSU Awards for Fiscal Year 2017

Name	Performance-Based RSUs (Target) (1)	Performance-Based RSUs (Actual) (2)
Moshe N. Gavriellov	98,500	138,294
Lorenzo A. Flores	27,500	38,610
Victor Peng	27,500	38,610
Krishna Rangasayee	20,000	28,080

Vincent L. Tong	27,500	38,610
Jon A. Olson (3)	—	—

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This column represents the number of RSUs for fiscal year 2017 based on achievement of the performance goals at (1) 100% of target. Actual earned RSUs for fiscal year 2017 may range from 0% to 182.5% of target depending on the level of performance.

(2) This column represents the actual number of RSUs earned based a multiplier for performance achievement of 1.404.

(3) Mr. Olson retired before being granted any RSUs for fiscal year 2017.

Performance Components

The performance-based RSUs were granted subject to terms and conditions of the 2007 Equity Plan and applicable RSU agreement and include the following four performance components:

28nm Revenue Component

The 28nm Revenue Component was designed to measure and reward achievement of certain revenue levels for our 28nm products identified by the Compensation Committee. The 28nm Revenue Component was selected as a metric because of its importance to our technology and product strategy. The 28nm Revenue Component was weighted 40% of the four performance components.

The 28nm Revenue Component was subject to a revenue threshold and a multiplier of up to 2.0 that increased depending on the revenue attainment for our 28nm products. In fiscal year 2017, the 28nm Revenue Component threshold was \$800 million and any revenue level below this threshold resulted in no shares being earned. At the threshold of \$800 million the 28nm Revenue Component payout multiplier was 1.0. Then, at \$900 million, the 28nm Revenue Component multiplier was 2.0. For fiscal year 2017, we achieved 106% of target for the 28nm Revenue Component, and thus the multiplier for this component was 0.424.

20nm/16nm Revenue Component

The 20nm/16nm Revenue Component was designed to measure and reward achievement of certain combined revenue levels for our of 20nm and 16nm products identified by the Compensation Committee. The 20nm/16nm Revenue Component was selected as a metric because of its importance to our technology and product strategy. The 20nm/16nm Revenue Component was weighted 25% of the four performance components.

The 20nm/16nm Revenue Component was subject to a revenue threshold and a multiplier of up to 2.0 that increased depending on the revenue attainment for our 20nm and 16nm products. In fiscal year 2017, the 20nm/16nm Revenue Component threshold was \$200 million and any revenue level below this threshold resulted in no shares being earned. At the threshold of \$200 million the 20nm/16nm Revenue Component payout multiplier was 1.0. Then, at \$250 million, the 20nm/16nm Revenue Component multiplier was 2.0. For fiscal year 2017, we achieved 194% of the target for the 20nm/16nm Revenue Component, and thus the multiplier for this component was 0.485.

Technology Component

The Technology Component was designed to measure and reward significant achievements in our technology roadmap. The Technology Component measures a number of factors in assessing our competitiveness and status of leadership across our entire portfolio of products. Such factors include, but are not limited to, use of power, process node achievements, integration, product cost efficiency, performance of high speed transceiver technology, and ease of use of software. The Technology Component score is subject to a minimum threshold, at which the multiplier is 0.2 up to a maximum multiplier of 1.5 of the target number of shares. If the performance score is below the minimum, no shares will be earned. The Technology Component was weighted 25% of the four performance components. In fiscal year 2017, we achieved 150% of the target for the Technology Component, and thus the multiplier for this component was 0.375.

Quality Component

The Quality Component was designed to measure and reward significant achievements in the quality of our products. The Quality Component is measured by both customer experience and internal quality systems monitoring. The Quality Component score is subject to a minimum threshold, at which the multiplier is 0.2 up to a maximum multiplier of 1.5 of the target number of shares. If the performance score is below the minimum, no shares will be earned. The Quality Component was weighted 10% of the four performance components. For fiscal year 2017, we achieved 120% of the target for the Quality Component, and thus the multiplier for this component was 0.12.

Generally Available Benefit Plans

We also maintain generally available benefit programs in which our executives may participate. Under our employee stock purchase plan, generally all employees are able to purchase our common stock through payroll deductions at a discounted price. We also maintain a tax-qualified 401(k) Plan for employees in the U.S., which provides for broad-based employee participation. Under the 401 (k) Plan, we match up to 50% of an employee's first 8% of compensation that the employee contributes to his or her 401 (k)

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account, up to a maximum per calendar year of \$4,500 per employee. We also provide a "true-up" for participants who did not receive their maximum matching contribution during a 401 (k) plan year as a result of meeting their contribution limits early in the year. We make matching contributions to help attract and retain employees, and to provide an additional incentive for our employees to save for their retirement in a tax-favored manner.

The Company also offers a number of other benefits to the named executive officers pursuant to benefits programs that provide for broad-based employee participation which includes medical, dental and vision insurance, disability insurance, various other insurance programs, health and dependent care flexible spending accounts, educational assistance, employee assistance and certain other benefits. The terms of these benefits are essentially the same for all eligible employees.

### Deferred Compensation Plan

We also maintain an unfunded, nonqualified deferred compensation plan which allows eligible participants, including executive officers and members of the Board, to voluntarily defer receipt of a portion or all of their salary, cash bonus payment or directorship fees, as the case may be, until the date or dates elected by the participants, thereby allowing the participating employees and directors to defer taxation on such amounts. We do not maintain a "SERP" or similar defined benefit deferred compensation plan for any of our employees. For more information about this plan, see the section below entitled "Nonqualified Deferred Compensation Plan."

### Perquisites and Other Personal Benefits

Currently, we do not view perquisites or other personal benefits as a significant component of our executive compensation program. Accordingly, we generally do not provide perquisites or other personal benefits to our executive officers, including our named executive officers, except in situations where we believe it is appropriate to assist an individual in the performance of his or her duties, to make our executive officers more efficient and effective, and for recruitment and retention purposes.

In the future, we may provide perquisites or other personal benefits in limited circumstances, such as those described in the preceding paragraph. All future practices with respect to perquisites or other personal benefits may be approved and subject to periodic review by the Compensation Committee.

Consistent with our compensation philosophy, we intend to continue to maintain market-competitive benefits for all employees, including our named executive officers; provided, however, that the Compensation Committee may revise, amend, or add to the officer's executive benefits and perquisites if it deems advisable in order to remain competitive with comparable companies and/or retain individuals who are critical to the Company. We believe the benefits and perquisites we offer are currently at competitive levels with comparable companies.

### Employment and Change of Control Agreements with Named Executive Officers

The Company maintains an employment letter agreement with Mr. Gavriellov that was initially entered into with him as part of an arm's length negotiation with the Compensation Committee when he joined the Company in 2008, and was most recently amended and restated on April 10, 2017 in connection with the Company's implementation of a multi-year succession plan. The summary below describes the material terms of Mr. Gavriellov's employment agreement as in effect as of the end of fiscal year 2017, and prior to its amendment in April 2017.

In January 2016, after reviewing market data, including change in control arrangements provided by some of the Company's competitors in connection with the recent consolidation in the semiconductor industry, the Compensation Committee approved change of control agreements for our officers. The change of control agreements with Messrs. Flores, Peng, Rangasayee, and Tong provide certain benefits if the executive's employment is terminated in connection with a change of control of the Company, as more fully described below. Mr. Olson retired in July 2016, and did not receive any benefits under his change of control agreement or any other special benefits or compensation in connection with his retirement.

The 2007 Equity Plan does not provide for automatic acceleration of vesting of stock awards upon termination or a change of control; however, the agreement with Mr. Gavriellov and the change of control agreements with the other named executive officers provides for acceleration under certain conditions. The narrative and tables that follow describe potential payments and benefits to the named executive officers under their existing agreements, including

payments and benefits that would be due to them in connection with the occurrence of a change of control, assuming their employment terminated on April 1, 2017, the last day of the Company's fiscal year.

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## Employment Letter Agreement with Moshe N. Gavriellov

Under an employment letter agreement that we entered into with Mr. Gavriellov on January 4, 2008, and amended on January 19, 2016, if the Company terminates Mr. Gavriellov's employment at any time due to disability or other than for Cause or if Mr. Gavriellov voluntarily terminates his employment for Good Reason (in each case, as defined in his agreement and described below in the section entitled "Definitions of Good Reason, Cause, Constructive Termination, and Change of Control") then, subject to Mr. Gavriellov's execution of a release of claims in favor of the Company, he will be eligible for: (i) a pro rata portion of his bonus for the fiscal year during which his employment was terminated based on (a) his termination date, (b) the determination by the Compensation Committee whether Company performance objectives have been met and (c) an assumption that any individual performance objectives have been achieved at target; (ii) a lump sum payment equal to one year of his base salary; (iii) a lump sum payment equal to one year of his target bonus; (iv) a lump sum payment equal to, or payment of, one year of COBRA premiums for medical and dental insurance; and (v) 24 months accelerated vesting of all equity grants received from the Company prior to his termination of employment (in the case of (a) performance-based RSUs for which the number of earned RSUs has not been determined as of the date of termination, the number of accelerated shares will be the actual number of RSUs earned for actual performance achievement as determined by the Compensation Committee that would have vested in the 24 months following termination of employment, had the original vesting schedule been based on a monthly rather than an annual basis; and (b) any outstanding awards of RSUs that are not subject to performance metrics and that are subject to "cliff" vesting on one or more anniversaries of the date of grant, such RSUs will be treated as instead being subject to monthly vesting in equal installments from the applicable date of grant and Mr. Gavriellov will become vested in that number of RSUs that would have vested during the period commencing from the date of grant and continuing up to Mr. Gavriellov's termination date and during an additional 24 month period following Mr. Gavriellov's termination date). If, however, Mr. Gavriellov's employment is terminated at any time from ninety (90) days before to two years following a Change of Control and he executes a release of claims in favor of the Company, Mr. Gavriellov will be eligible for (1) a pro rata portion of his bonus for the fiscal year during which his employment was terminated based on (a) his termination date, (b) the determination by the Compensation Committee whether Company performance objectives have been met and (c) an assumption that any individual performance objectives have been achieved at target; (2) a lump sum payment equal to 24 months of base salary; (3) a lump sum payment equal to two years of his target bonus; (4) a lump sum payment equal to, or payment of, one year of COBRA premiums for medical and dental insurance; (5) 100% accelerated vesting of all non-performance based equity awards; and (6) accelerated vesting of performance-based RSUs at 100% of target.

## Potential Payments upon Termination of Mr. Gavriellov's Employment

Under his employment agreement, Mr. Gavriellov will receive certain compensation in the event we terminate his employment, as set forth above. Assuming Mr. Gavriellov's employment was terminated without Cause or Good Reason on April 1, 2017, and Mr. Gavriellov signed a release in favor of the Company, Mr. Gavriellov would have received the following severance benefits under his employment agreement: (i) a lump sum payment of 1,002,000, consisting of a pro rata portion of his bonus for fiscal year 2017; (ii) lump sum payment of \$800,000, consisting of his annual base salary for fiscal year 2017; (iii) a lump sum payment of \$1,200,000, consisting of his target bonus under the 2017 Incentive Plan; (iv) Company paid COBRA coverage for 12 months valued at \$24,455; and (v) accelerated vesting of 220,343 shares of common stock subject to performance-based RSUs. Based on \$57.89, the closing price of our common stock on March 31, 2017 (the last trading day of the fiscal year), the value of the accelerated RSUs would be \$12,755,627.

The table below calculates all payments that would have been made to Mr. Gavriellov in connection with such termination:

Pro Rata Portion of Target Bonus (\$)	Annual Base Salary (\$)	Annual Target Bonus (\$)	Medical and Dental Insurance (\$)	Value of RSUs (1) (\$)	Total (\$ (2)
1,002,000 (1)	800,000	1,200,000	24,455	12,755,627	15,782,082



Includes 24-months' acceleration of performance-based RSUs (based on actual performance of the applicable performance metrics), and assuming monthly vesting from the date of grant. In May 2017, the Compensation Committee determined Mr. Gavriellov earned 138,294 shares under his fiscal year 2017 performance-based RSUs based on actual performance achievement, of which 126,770 shares would have accelerated upon his termination of employment.

(2) If Mr. Gavriellov's employment had been terminated within 90 days before or two years after a Change of Control, then Mr. Gavriellov would have received the following: \$1,002,000, consisting of a pro rata portion of his bonus for fiscal year 2017; \$1,600,000, consisting of 24 months of base salary; \$2,400,000, consisting of two years of his target bonus; \$24,455, consisting of one year of COBRA premiums; and \$11,119,106, representing 100% accelerated vesting of equity awards, including 100% accelerated vesting of performance-based RSUs at target, increasing the total in the chart above by approximately \$363,479.

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## Change of Control Agreements with the other Named Executive Officers

Under the change of control agreements entered into with Messrs. Flores, Peng, Rangasayee, and Tong, if the employment of the executive is terminated without Cause or the executive resigns pursuant to a Constructive Termination at any time from 90 days before to two years following a Change of Control of the Company (in each case, as defined in his agreement and described below in the section entitled "Definitions of Good Reason, Cause, Constructive Termination, and Change of Control"), and subject to his execution of a release of claims in favor of the Company, the executive will be eligible for: (i) a lump sum payment equal to 150% of his base salary; (ii) a lump sum payment equal to 150% of his annual target bonus; (iii) a lump sum payment equal to, or payment of, one year of COBRA premiums for medical and dental insurance; (iv) 100% accelerated vesting of all non-performance based equity awards; and (v) 100% accelerated vesting of performance-based RSUs at 100% of target. Mr. Olson retired in July 2016, and did not receive any change of control benefits in connection with his retirement.

## Potential Payments upon Change of Control and Termination of Messrs. Flores, Peng, Rangasayee, and Tong

Assuming the employment of Messrs. Flores, Peng, Rangasayee, and Tong had each been terminated without Cause or as a result of a Constructive Termination during the period from 90 days before to two years following a Change of Control on April 1, 2017, and the executive signed a release in favor of the Company, following are the payments and benefits each executive would have received:

Mr. Flores would have received a total of \$3,425,670, which includes: (i) a lump sum payment of \$600,000, consisting of 150% of his annual base salary for fiscal year 2017; (ii) a lump sum payment of approximately \$480,000, consisting of 150% of his target bonus under the 2017 Incentive Plan; (iii) Company paid COBRA coverage for 12 months valued at \$24,455; and (iv) accelerated vesting of 40,097 shares of common stock subject to RSUs, which includes the target number of shares subject to the performance-based RSUs granted in fiscal year 2017. Based on \$57.89, the closing price of our common stock on March 31, 2017 (the last trading day of the fiscal year), the value of the accelerated RSUs would be \$2,321,215.

Mr. Peng would have received a total of \$4,623,468, which includes: (i) a lump sum payment of \$750,000, consisting of 150% of his annual base salary for fiscal year 2017; (ii) a lump sum payment of approximately \$750,000, consisting of 150% of his target bonus under the 2017 Incentive Plan; (iii) Company paid COBRA coverage for 12 months valued at \$17,785; and (iv) accelerated vesting of 53,648 shares of common stock subject to RSUs, which includes the target number of shares subject to the performance-based RSUs granted in fiscal year 2017. Based on \$57.89, the closing price of our common stock on March 31, 2017 (the last trading day of the fiscal year), the value of the accelerated RSUs would be \$3,105,683.

Mr. Rangasayee would have received a total of \$3,313,884, which includes: (i) a lump sum payment of \$592,500, consisting of 150% of his annual base salary for fiscal year 2017; (ii) a lump sum payment of approximately \$474,000, consisting of 150% of his target bonus under the 2017 Incentive Plan; (iii) Company paid COBRA coverage for 12 months valued at \$1,020; and (iv) accelerated vesting of 38,804 shares of common stock subject to RSUs, which includes the target number of shares subject to the performance-based RSUs granted in fiscal year 2017. Based on \$57.89, the closing price of our common stock on March 31, 2017 (the last trading day of the fiscal year), the value of the accelerated RSUs would be \$2,246,364.

Mr. Tong would have received a total of \$3,979,994, which includes: (i) a lump sum payment of \$637,500, consisting of 150% of his annual base salary for fiscal year 2017; (ii) a lump sum payment of approximately \$637,500, consisting of 150% of his target bonus under the 2017 Incentive Plan; (iii) Company paid COBRA coverage for 12 months valued at \$24,455; and (iv) accelerated vesting of 46,304 shares of common stock subject to RSUs, which includes the target number of shares subject to the performance-based RSUs granted in fiscal year 2017. Based on \$57.89, the closing price of our common stock on March 31, 2017 (the last trading day of the fiscal year), the value of the accelerated RSUs would be \$2,680,539.

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The table below summarizes all payments that would have been made to Messrs. Flores, Peng, Rangasayee, and Tong, in connection with such termination of employment:

	150% Annual Base Salary (\$)	150% Annual Target Bonus (\$)	Medical and Dental Insurance (\$)	Value of RSUs (\$)	Total (\$)
Lorenzo A. Flores	\$600,000	\$480,000	\$24,455	\$2,321,215	\$3,425,670
Victor Peng	\$750,000	\$750,000	\$17,785	\$3,105,683	\$4,623,468
Krishna Rangasayee	\$592,500	\$474,000	\$1,020	\$2,246,364	\$3,313,884
Vincent L. Tong	\$637,500	\$637,500	\$24,455	\$2,680,539	\$3,979,994

## Definitions of Good Reason, Cause, Constructive Termination, and Change of Control

Under Mr. Gavriellov's employment letter agreement as in effect on April 1, 2017, the last day of the Company's fiscal year, the following events would constitute "Good Reason": (i) a reduction of 10% or more in his base compensation, target bonus opportunity or guaranteed bonus; (ii) a material reduction in his authority, duties or responsibilities; (iii) his no longer being CEO; or (iv) a relocation of the Company's headquarters outside of the San Francisco Bay Area; provided that Mr. Gavriellov has given the Company notice of, and the Company has failed to cure, the event giving rise to Good Reason and Mr. Gavriellov's employment terminates within six months of the occurrence of such event.

As of April 1, 2017, the last day of the Company's fiscal year, "Cause" under Mr. Gavriellov's employment letter agreement includes: (i) continued neglect of, or willful failure or misconduct in the performance of, his duties; (ii) a material breach of the Company's Proprietary Information and Inventions Agreement, Code of Conduct or other policies; (iii) fraud, embezzlement or material misappropriation; (iv) conviction of, or entry of a plea of no contest or nolo contendere, to a felony; or (v) any continued willful and wrongful act or omission that materially injures the financial condition or business reputation of the Company and its subsidiaries; subject in certain of the above cases to applicable notice and cure periods.

Under the agreements with Messrs. Flores, Peng, Rangasayee, and Tong, "Constructive Termination" means the executive's resignation following any of the following events, without the executive's approval: (i) a material reduction in the executive's base salary, target bonus or benefits, other than a reduction that is applied across-the-board to all employees at the executive's level; (ii) a material reduction in the executive's title, authority or responsibilities; (iii) the requirement that the executive relocate to a place of employment more than 50 miles from the executive's primary work location; provided, however, the executive must provide written notice of a condition described in (i), (ii) or (iii) within 90 days of the initial occurrence of the condition and the Company does not remedy such condition within 30 days of such notice (or, if later, the executive's actual termination of employment).

Under Mr. Gavriellov's employment agreement and the change of control agreements with Messrs. Flores, Peng, Rangasayee and Tong, a "Change of Control" will generally be deemed to have occurred in the event: (i) any person or group (other than the Company, a subsidiary of the Company or a Company employee benefit plan) acquires more than 50% of the voting power of the Company's outstanding securities; (ii) closing of (a) a sale of all or substantially all of the Company's assets if the holders of all voting power for election of directors before the transaction hold less than a majority of the total voting power for election of directors of all entities which acquire the assets; or (b) the merger of the Company with or into another corporation if the holders of Company securities representing all voting power for the election of directors before the transaction hold less than a majority of the total voting power for the election of directors of the surviving entity; (iii) the issuance of securities, which would give a person or group beneficial ownership of Company securities representing 50% or more of all voting power for election of directors; or (iv) a change in the board of directors over a period of 24 months such that the incumbent directors as of the beginning of any such 24 month period and nominees of the incumbent directors are no longer a majority of the total number of directors.

None of the employment and change of control agreements described above provide any named executive officer with a gross-up or other reimbursement for tax amounts the named executive officer might be required to pay pursuant to Section 280G of the Internal Revenue Code. The agreements described above are intended to comply, to the extent

applicable, with Section 409A of the Internal Revenue Code.

#### Indemnification Agreements

The Company has entered into an indemnification agreement with each of our directors and officers. The indemnification agreements and our bylaws require us to indemnify our directors and officers to the fullest extent permitted by Delaware law.

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### Equity Award Grant Guidelines

We have conducted an internal review of our equity granting procedures to ensure that our procedures satisfy both our objectives and all applicable compliance requirements. To this end, we have adopted written procedures for the grant of equity awards. With respect to grants to employees and officers, including named executive officers, the Compensation Committee reserves the authority to make grants at such time and with such terms as it deems appropriate in its discretion, subject to the terms of our 2007 Equity Plan. Generally, grants of equity awards are made to officers based on and in connection with the annual review during the Focal Review Period. The Compensation Committee determines individual grants to each named executive officer based on a variety of factors that the Compensation Committee determines to be relevant and appropriate at the time of grant. These factors typically have included the size and value of unvested equity awards held by the named executive officer, the named executive officer's job performance, skill set, prior experience, and time in the position, as well as external market data, internal equity, pressures to attract and retain talent, dilutive effect of grant size and business conditions. The Compensation Committee also periodically grants equity awards at its scheduled meetings or by unanimous written consent for new hires and promotions. Grants approved during scheduled meetings become effective and are priced as of the date of approval or a pre-determined future date. Grants approved by unanimous written consent become effective and are priced as of the date the last signature is obtained or a predetermined future date. The Compensation Committee has made certain exceptions to these procedures in order to grant an equity award on an executive's start date, as it did in the case of the initial option grant to Mr. Gavriellov. We have not granted, nor do we intend in the future to grant, equity awards to executives in anticipation of the release of material nonpublic information that is likely to result in changes to the price of our common stock, such as a significant positive or negative earnings announcement. Similarly, the Compensation Committee has not timed, nor does it intend in the future to time, the release of material non-public information based on equity grant dates. In any event, because equity compensation awards typically vest over three or four-year periods, the effect of any immediate increase in the price of our common stock following grant is minimal.

The Board has delegated to the CEO and CFO limited authority to approve equity award grants to non-officer employees pursuant to the terms of the 2007 Equity Plan, and subject to the provisions of pre-determined guidelines. Specifically, with respect to non-officer employees, our annual focal awards will be granted on or about the first business day of our second fiscal quarter of each year, and other equity awards will generally be granted on the 10th day of the month, or if on such date our stock is not traded, the first business day thereafter that our stock is traded. The Compensation Committee is responsible for determining and granting all equity awards to executive officers. Under the 2007 Equity Plan, the exercise price of options and stock appreciation rights may not be less than 100% of the closing price of the shares underlying such options and stock appreciation rights on the date of grant.

### Other Compensation Policies

#### Stock Ownership Guidelines

We have adopted stock ownership guidelines for our officers, to align more closely the interests of our officers with those of our stockholders. Under these guidelines, our CEO is required to own Company stock having a value of at least \$4.5 million. Our COO is required to own shares of our Company stock having a value of at least \$1.5 million. Executive vice presidents who are Section 16 officers are required to own Company stock having a value of at least \$1.0 million. Senior vice presidents who are Section 16 officers are required to own Company stock having a value of at least \$750,000 and corporate vice presidents who are Section 16 officers are required to own Company stock having a value of at least \$500,000. In addition, the CEO and all other Section 16 officers must retain the following shares until their respective stock ownership requirements are met:

50% of shares of Company stock delivered from awards of time-based RSUs made beginning in July 2011.

45% of shares of Company stock delivered from awards of performance-based RSUs made beginning in July 2013 (prior to fiscal year 2014, we did not have any holding requirements on performance-based RSUs; we only had holding requirements on time-based RSUs that vested 100% after three years).

#### Claw-Back Policy

The Board has adopted a policy for seeking the return (claw-back) from executive officers of compensation to the extent such amounts were paid due to financial results that later had to be restated, subject to the terms described

below. The policy provides that to the extent the Board, or any Committee thereof, and the Company, determine appropriate, the Company may require reimbursement of all or a portion of any bonus, incentive payment, commission, equity-based award or other compensation granted to and received by or for an executive officer beginning in fiscal year 2009, where: (1) the compensation was predicated upon achieving certain financial results that were subsequently the subject of a substantial restatement of our financial statements filed with the SEC; (2) the Board (or a Committee thereof), in its sole discretion, determines the executive officer engaged in intentional misconduct that was directly responsible for the substantial restatement; and (3) a reduced amount of compensation would have been paid to the executive officer based upon the restated financial results. The Company intends for such policy to comply with

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the requirements of Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 pertaining to the claw-back of executive compensation once the SEC adopts final rules implementing this provision. Policy Against Hedging and Pledging Transactions

All employees, including the named executive officers, are subject to our Insider Trading Policy. Our Insider Trading Policy prohibits any employee from hedging, engaging in short sales or entering into any transaction, investment or arrangement that is intended or may be expected to increase in value on the basis of any decrease in value of any of our shares of common stock (such as buying "put" options). In addition, the policy prohibits any employee from holding shares of our common stock in a margin account or pledging shares of our common stock.

We have a corporate policy regarding 10b5-1 trading plans, and pursuant to such policy, key terms of the 10b5-1 trading plans of directors and executive officers are disclosed on our website at [www.investor.xilinx.com](http://www.investor.xilinx.com).

### Tax and Accounting Treatment of Compensation

In our review and establishment of compensation programs and payments, we consider, but do not place great emphasis on, the anticipated accounting and tax treatment of our compensation programs. While we do consider the accounting and tax treatment, these factors alone are not dispositive. Among other factors that receive greater consideration are the net costs to the Company and our ability to effectively administer executive compensation arrangements which are in the short and long-term interests of stockholders. The Compensation Committee seeks to maintain flexibility and judgment in compensating our executive officers in a manner designed to promote varying corporate goals and therefore has not adopted a policy with respect to the tax or accounting treatment of compensation.

It is our practice generally to qualify compensation paid to the named executive officers for deductibility under Section 162(m) of the Internal Revenue Code. Section 162(m) of the Internal Revenue Code places a limit of \$1,000,000 on the amount of compensation that the Company may deduct in any one year with respect to each of its CEO and the next three most highly paid executive officers (other than its CFO, referred to in the Internal Revenue Code as "covered persons"). Our stockholder-approved equity plan is qualified so that the awards of stock options and performance-based RSUs under this plan may constitute performance-based compensation not subject to the limit under Section 162(m) of the Internal Revenue Code, provided they otherwise satisfied the requirements under Section 162(m) of the Internal Revenue Code. A portion of the cash payments we make under the 2017 Incentive Plan may not be deductible under Section 162(m) of the Internal Revenue Code. The Compensation Committee intends to continue to evaluate the effects of the Internal Revenue Code and related U.S. Treasury regulations and the advisability of qualifying its executive compensation for deductibility of such compensation. To maintain flexibility in compensating executive officers in a manner designed to promote varying corporate goals, however, the Compensation Committee has not adopted a policy that all compensation payable to a covered person must be deductible on the Company's federal income tax returns. The Compensation Committee may award incentive compensation that may not be deductible if it determines that doing so is in the best interests of the Company and its stockholders.

We account for equity compensation paid to our employees and non-employee directors in accordance with FASB ASC Topic 718, which requires us to estimate and record expense for each award of equity compensation over the service period of the award.

### Risk Analysis of Compensation Programs

The Compensation Committee considers potential risks when reviewing and approving compensation programs. The Compensation Committee, in cooperation with management, reviewed our existing compensation programs and believes that the mix and design of the elements of such programs does not encourage management to assume excessive risks and accordingly are not reasonably likely to have a material adverse effect on the Company. Our programs have been balanced to focus on both short-term and long-term financial and operational performance through prudent business judgment and appropriate, measured risk-taking.

Our incentive cash compensation program is designed to reward financial and management performance in areas considered critical to short- and long-term success of the Company. The cash incentive plan for our named executive

officers is based on a combination of corporate financial metrics and individualized strategic goals. The financial metric component is based on multiple financial metrics which counterbalance each other, decreasing the likelihood that executives will pursue any one metric to the detriment of overall financial performance. The OP Component is designed to reward improvements in our operating profit and the Growth Component is designed to measure and reward increases in our revenue growth year over year. These metrics limit the ability of an executive to be rewarded for taking excessive risk on behalf of the Company by, for example, seeking revenue enhancing opportunities at the expense of profitability. In addition, there are caps on bonus payments in all the components of the cash incentive plan. For fiscal year 2017, the OP Component and Growth Component multipliers were each capped at 2.0 and the Individual Performance Component multiplier was capped at 1.5. These limitations and caps eliminate the risk of uncapped cash bonus opportunities and unjustified bonus payments. Finally, the Board has also adopted a claw-back policy (as discussed above)



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whereby the Company would seek a return (claw-back) from executive officers of compensation to the extent such amounts were paid due to financial results that later had to be restated. The individual strategic goals established at the beginning of the fiscal year for the CEO are reviewed and discussed with the Board and approved by the Compensation Committee; the individual strategic goals established at the beginning of the fiscal year for each of the other named executive officers are reviewed and discussed with the Compensation Committee and approved by the CEO. Furthermore, payment for the cash incentive bonus for our named executive officers is approved by the Compensation Committee. This multi-layer approval process in the goal-setting and payment approval process reduces the risk of improper awards.

Our equity incentive program is designed to promote long-term performance. During fiscal year 2017, our equity incentive program contained a mix of time-based RSUs and performance-based RSUs, except for executive officers who only received performance-based RSUs. Time-based RSUs for employees vest annually over a four-year vesting schedule. Performance-based RSUs for executive officers are earned over a one-year performance period and the earned shares then vest in three equal annual installments, beginning on the first anniversary of the grant date. Because restricted stock retains its value even in a depressed market, employees are usually incentivized to enhance its value.

In prior years, our equity incentive program also included awards of stock options that vest monthly over a period of four years. Some of these stock options remain outstanding. Since options generate value if stock price appreciates from the date of grant, these awards also provide incentives to promote behavior that is aligned with stockholder interests over the long term.

As previously discussed, the Company has also adopted stock ownership guidelines that further align executive interests with stockholder interests and promote long-term focus on Company growth. Therefore, the Compensation Committee believes that these equity awards do not encourage unnecessary or excessive risk taking since equity awards are subject to long-term vesting schedules and the ultimate value of the awards is tied to the changes in value of the Company's stock. The stock ownership guidelines combined with our long-term vesting schedule help to ensure that executives have significant value tied to long-term stock price performance.

The Company has also adopted corporate policies to encourage diligence, prudent decision-making, and oversight during the goal-setting and review process. The processes that are in place to manage and control risk include:

• The Compensation Committee approves the payout scale for the OP Component and Growth Component.

• The Compensation Committee sets the financial metrics at reasonable levels in light of past performance and market conditions.

• Payments under the incentive cash compensation program for executives are subject to approval of the Compensation Committee.

• The Compensation Committee retains discretion in administering all awards and in determining performance achievement.

The Company has implemented a number of effective controls such as the Code of Conduct, a claw-back policy and quarterly sub-certification process for all executives in order to mitigate the risk of any unethical behavior.

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## Summary Compensation Table

The following table provides compensation information for the named executive officers.

Name and Position	Year	Salary (1) (\$)	Stock BonuAwards (2) (\$)	Option Awards (\$)	Non-Equity Incentive Plan Compensation (3) (\$)	Change	Pension Value and Nonqualified Deferred Compensation Earnings (\$)	All Other Compensation (\$)	Total (\$)
						in			
Moshe N. Gavriellov President and Chief Executive Officer	2017	800,000	—	4,231,560	—	1,290,000	—	4,500	6,326,060
	2016	800,000	—	4,166,000	—	867,600	—	63,510	5,897,110
	2015	787,500	—	4,287,910	—	820,575	—	4,785	5,900,770
Lorenzo A. Flores (4) Senior Vice President and Chief Financial Officer (CFO)	2017	389,760	—	1,181,400	—	316,116	—	5,250	1,892,526
	2017	500,000	—	1,181,400	—	543,500	—	5,202	2,230,102
Victor Peng (5)(6) Chief Operating Officer	2016	495,000	—	1,166,480	—	378,450	—	51,467	2,091,397
	2015	480,000	—	1,192,360	—	362,400	—	4,893	2,039,653
Krishna Rangasayee (7) Executive Vice President, Global Sales	2017	395,000	—	859,200	—	334,960	—	4,500	1,593,660
	2016	395,000	—	833,200	—	213,932	—	71,606	1,513,738
	2015	370,417	—	871,340	—	205,730	—	5,087	1,452,574
Vincent L. Tong (8) Executive Vice President, Global Operations and Quality	2017	420,000	—	1,181,400	—	456,300	—	240,434	2,298,134
	2016	405,000	—	833,200	—	245,916	—	235,544	1,719,660
	2015	381,667	—	871,340	—	247,460	—	356,577	1,857,044
Jon A. Olson (5)(9) Former Executive Vice President and Former CFO	2017	147,756	—	—	—	—	—	4,500	152,256
	2016	495,000	—	1,166,480	—	388,450	—	78,444	2,128,374
	2015	480,000	—	1,192,360	—	367,200	—	4,889	2,044,449

Amounts shown reflect salaries earned in the applicable fiscal year. For fiscal year 2017, the table reflects Mr. Olson's salary earned until his retirement in July 2016. In fiscal year 2017, the Compensation Committee increased Mr. Tong's annual base salary to \$425,000 and set Mr. Flores' annual base salary at \$400,000. The amounts in the (1) table above for these two executive officers are less than the amount approved by the Compensation Committee for fiscal year 2017, because the salary increases were approved after the beginning of the fiscal year. This column includes the portion of salary deferred at the respective named executive officer's election under the Company's 401(k) Plan and/or nonqualified deferred compensation plan, as applicable.

Amounts shown do not reflect compensation actually received by the named executive officer. Instead, the amounts shown reflect the grant date fair value for stock awards as determined pursuant to FASB ASC Topic 718. The assumptions used to calculate the value of the awards are set forth in Note 6 of the Notes to Consolidated Financial Statements included in our Annual Report on Form 10-K for fiscal year 2017 filed with the SEC on May 15, 2017. These compensation costs as they relate to stock awards reflect costs associated with stock awards granted in fiscal year 2017. For fiscal year 2017, this includes the following number of performance-based RSUs based on achievement at 100% of target level performance: Mr. Gavriellov, 98,500 shares; Mr. Flores, 27,500 shares; Mr. Peng, 27,500 shares; Mr. Rangasayee, 20,000 shares; and Mr. Tong, 27,500 shares. The maximum number of performance-based RSUs that could be earned by these named executive officers based on achievement at 182.5% of target level performance is as follows: Mr. Gavriellov, 179,762 shares; Mr. Flores, 50,187 shares; Mr. Peng, 50,187 shares; Mr. Rangasayee, 36,500; and Mr. Tong, 50,187 shares. Mr. Olson was not granted any equity awards during fiscal year 2017; he retired in July 2016.

(3) This column includes the portion of cash incentive bonus deferred at the respective named executive officer's election under the Company's 401(k) Plan and/or nonqualified deferred compensation plan, as applicable.

- (4) Mr. Flores first became a named executive officer in fiscal year 2017.
- (5) Named executive officer participates in the Company's nonqualified deferred compensation plan. For more information about this plan see the section below entitled "Nonqualified Deferred Compensation Plan."
- (6) During fiscal year 2017, Mr. Peng served as our Executive Vice President and General Manager of Products.
- (7) During fiscal year 2017, Mr. Rangasayee served as our Senior Vice President and General Manager, Global Sales and Markets.

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- In addition to Mr. Tong's role as Executive Vice President, Global Operations and Quality, Mr. Tong currently serves as the Company's executive leader for the Asia Pacific region. In this role, Mr. Tong's charter is to expand the Company's presence and accelerate business development in the region. In connection with his service in this role, the Company leases an apartment and automobile for Mr. Tong, and reimburses certain costs incurred by Mr. Tong as a direct result of his work in the Asia Pacific region. Specifically, in connection with Mr. Tong's Asia Pacific assignment, in fiscal year 2017 the Company paid \$59,188 for the lease of an apartment and other housing-related expenses; \$23,232 for the lease of an automobile and other transportation-related expenses; \$57,631 for a cost of living allowance; \$8,012 for home leave expenses, such as airfare and transportation; and \$92,371 for foreign tax payments and tax-related services associated with his service abroad.
- (8) Mr. Olson stepped down as Chief Financial Officer in May 2016, and retired from the Company in July 2016.

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## Grants of Plan-Based Awards for Fiscal Year 2017

The following table provides information on equity and non-equity awards granted to our named executive officers during fiscal year 2017.

Name	Type	Grant Date	Approval Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards (1)		Estimated Future Payouts Under Equity Incentive Plan Awards (2)		All Other Stock Awards: Number of Shares or Units (#)	All Other Option or Security Awards: Number of Options (#)	Exercise Price (\$/Sh)	Grant Date	Fair Value/Incremental Fair Value of Stock and Option Awards (\$)(3)
				Threshold (\$)	Maximum (\$)	Threshold (#)	Maximum (#)					
Moshe N. Gavrielov	RSU	7/5/16	5/12/16	—	—	-98,500	179,762	—	—	—		4,231,560
	EIP	—	5/12/16	-1,200,000	2,220,000	—	—	—	—	—		—
Lorenzo A. Flores	RSU	7/5/16	5/12/16	—	—	-27,500	50,187	—	—	—		1,181,400
	EIP	—	5/12/16	-311,808	576,845	—	—	—	—	—		—
Victor Peng	RSU	7/5/16	5/12/16	—	—	-27,500	50,187	—	—	—		1,181,400
	EIP	—	5/12/16	-500,000	925,000	—	—	—	—	—		—
Krishna Rangasayee	RSU	7/5/16	5/12/16	—	—	-20,000	36,500	—	—	—		859,200
	EIP	—	5/12/16	-316,000	584,600	—	—	—	—	—		—
Vincent L. Tong	RSU	7/5/16	5/13/15	—	—	-27,500	50,187	—	—	—		1,181,400
	EIP	—	5/13/15	-420,000	777,000	—	—	—	—	—		—
Jon A. Olson (4)	RSU	—	—	—	—	—	—	—	—	—		—
	EIP	—	—	—	—	—	—	—	—	—		—

(1) Actual payouts have been made under the fiscal year 2017 Incentive Plan, as disclosed in the Summary Compensation Table in the column entitled "Non-Equity Incentive Plan Compensation."

Represents performance-based RSU awards granted in fiscal year 2017, which became earned based on performance in fiscal year 2017. These columns show the number of performance-based RSU awards that may become earned at threshold, target, and maximum levels of performance. In May 2017, the Compensation

(2) Committee determined the actual number of RSUs earned based on performance for fiscal year 2017 was 140.4% of the number of target RSU shares listed for each named executive officer. These RSUs are subject to further time-based vesting, as described above under "EXECUTIVE COMPENSATION—Compensation Discussion and Analysis—Long-Term Equity Incentive Compensation—Performance-Based RSUs." The awards were granted under our 2007 Equity Plan.

(3) Amounts in this column represent the grant date fair value of RSUs granted in fiscal year 2017 calculated in accordance with FASB ASC Topic 718. The assumptions used to calculate the value of the awards are set forth in Note 6 of the Notes to Consolidated Financial Statements included in our Annual Report on Form 10-K for fiscal year 2017 filed with the SEC on May 15, 2017.

(4) Mr. Olson retired in July 2016 and did not receive any incentive cash or equity compensation during fiscal year 2017.

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## Outstanding Equity Awards at Fiscal Year End 2017

The following table provides information on outstanding stock options and RSUs held by the named executive officers as of April 1, 2017.

Name	Option Awards					Stock Awards				
	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Options (#)	Option Exercise Price (\$)	Grant Date	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested (\$)	Equity Incentive Plan Awards: Number of Shares, Units or Other Rights That Have Not Vested (1)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested (2)
Moshe N. Gavriellov	26,000	—	—	25.39	7/6/2010	7/6/2017	(3)	—	—	—
	—	—	—	—	7/1/2014	—	—	27,739	1,605,811	
	—	—	—	—	7/1/2015	—	—	65,839	3,811,130	
	—	—	—	—	7/5/2016	—	—	98,500	5,702,165	
Lorenzo A. Flores	—	—	—	—	7/1/2014	—	—	3,709	214,714	
	—	—	—	—	7/1/2015	—	—	8,888	514,526	
	—	—	—	—	7/5/2016	—	—	27,500	1,591,975	
Victor Peng	—	—	—	—	7/1/2014	—	—	7,714	446,563	
	—	—	—	—	7/1/2015	—	—	18,434	1,067,144	
	—	—	—	—	7/5/2016	—	—	27,500	1,591,975	
Krishna Rangasayee	—	—	—	—	7/1/2014	—	—	5,637	326,326	
	—	—	—	—	7/1/2015	—	—	13,167	762,238	
	—	—	—	—	7/5/2016	—	—	20,000	1,157,800	
Vincent L. Tong	—	—	—	—	7/1/2014	—	—	5,637	326,326	
	—	—	—	—	7/1/2015	—	—	13,167	762,238	
	—	—	—	—	7/5/2016	—	—	27,500	1,591,975	
Jon A. Olson	—	—	—	—	—	—	—	—	—	

(1) Performance-based RSUs vest 33.3% on the first anniversary of the date of grant, and then 33.3% on each anniversary date thereafter, subject to continued employment with the Company. The number of shares subject to RSUs in this column is based on the number of performance-based RSUs that were earned based on actual performance achievement, except for those awarded in fiscal year 2017. For the performance-based RSUs awarded in fiscal year 2017, this column represents the number of RSU shares assuming achievement at 100% of target level performance. In May 2017, the Compensation Committee determined that the following number of performance-based RSUs were earned based on actual performance achievement: Mr. Gavriellov, 138,294 shares; Mr. Flores, 38,610 shares; Mr. Peng, 38,610 shares; Mr. Rangasayee, 28,080 shares; and Mr. Tong, 38,610 shares.

Mr. Olson retired before vesting in any of his RSUs awarded during fiscal year 2017.

Market value is computed by multiplying the closing price of the Company's stock on the last trading day of the (2) fiscal year by the number of shares reported in the adjacent column. The closing price of the Company's stock on March 31, 2017 (the last trading day of our fiscal year) was \$57.89.

The stock option vests and becomes exercisable over a period of four years in equal monthly installments (3) beginning on the first monthly anniversary of the date of grant, subject to continued employment with the Company.

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## Option Exercises and Stock Vested for Fiscal Year 2017

The following table provides information on stock option exercises and the value realized upon exercise, and all stock awards vested and the value realized upon vesting, by the named executive officers during fiscal year 2017.

Name	Option Awards		Stock Awards	
	Number of Shares Acquired on Exercise (#)	Value Realized on Exercise (\$)	Number of Shares Acquired on Vesting (#)	Value Realized on Vesting (\$)
Moshe N. Gavrielov	—	—	120,780	5,578,828
Lorenzo A. Flores	27,750	661,497	16,006	739,317
Victor Peng	—	—	34,805	1,607,643
Krishna Rangasayee	—	—	24,408	1,127,406
Vincent L. Tong	80,000	2,112,165	24,408	1,127,406
Jon A. Olson (3)	—	—	34,805	1,607,643

The value realized upon exercise is the product realized by multiplying the number of shares of stock by the (1) difference between the market value of the underlying shares on the exercise date and the exercise price applicable to the stock options.

(2) The value realized upon vesting is the product realized by multiplying the number of shares of stock by the market value of the underlying shares on the vesting date.

(3) Reflects information as of May 2016 when Mr. Olson retired as CFO. He provided transition services until July 2016, when he fully retired from the Company.



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## Nonqualified Deferred Compensation Plan

The Company maintains an unfunded, nonqualified deferred compensation plan which allows our employees in director-level and above positions, including our named executive officers, as well as our non-employee directors, to voluntarily defer receipt of a portion or all of their salary, cash bonus payment and/or sales incentive payment or directorship fees, as the case may be, until the earliest "distribution event" (e.g., specific date, termination of employment, death or change of control) elected by the participants or provided for by the plan, thereby allowing the participating employees and directors to defer taxation on such amounts. Distributions may be made in a lump sum payment or in installments (not to exceed 15 years). This deferred compensation plan is offered to allow participants to defer more compensation than they would otherwise be permitted to defer under a tax-qualified retirement plan, such as our 401(k) Plan. Further, we offer the deferred compensation plan as a competitive practice to enable us to attract and retain top talent by providing employees with an opportunity to save in a tax efficient manner.

Amounts credited to the deferred compensation plan consist only of cash compensation that has been earned and payment of which has been timely and properly deferred by the participant. Under the deferred compensation plan, the Company is obligated to deliver on a future date the deferred compensation credited to the relevant participant's account, adjusted for any positive or negative notional investment results from hypothetical investment alternatives selected by the participant under the deferred compensation plan (Obligations). The Obligations are unsecured general obligations of the Company and rank in parity with other unsecured and subordinated indebtedness of the Company. In addition, the Company, acting through the Board, may make discretionary contributions to the accounts of one or more deferred compensation plan participants. In fiscal year 2017, there were no discretionary contributions made by the Company to the deferred compensation plan accounts, and we do not guarantee minimum returns to any participant in the deferred compensation plan. We incur only limited administration expenses to maintain the deferred compensation plan. The deferred compensation plan is evaluated for competitiveness in the marketplace from time to time, but the level of benefits provided is not typically taken into account in determining an executive officer's overall compensation package for a particular year.

## Nonqualified Deferred Compensation Table for Fiscal Year 2017

The following table provides information on nonqualified deferred compensation for the named executive officers during fiscal year 2017.

Name	Executive Contributions in Last FY (\$)	Registrant Contributions in Last FY (\$)	Aggregate Earnings in Last FY (\$)(1)	Aggregate Withdrawals/ Distributions (\$)	Aggregate Balance at Last FYE (\$)(2)
Moshe N. Gavriellov	—	—	—	—	—
Lorenzo A. Flores	—	—	—	—	—
Victor Peng (3)	476,637	—	372,973	—	2,757,715
Krishna Rangasayee	—	—	—	—	—
Vincent L. Tong	—	—	—	—	—
Jon A. Olson (4)	95,000	—	29,463	—	3,644,533

(1) Amounts included in this column are not reported as compensation in the Summary Compensation Table.

The fiscal year-end balances reported include the following amounts that were previously reported in the Summary Compensation Table as compensation for fiscal years 2015 and 2016: \$791,481 and \$282,825 for Messrs. Peng and Olson, respectively.

(3) Mr. Peng's contribution consists of compensation earned during fiscal year 2017, which is also reported in the applicable columns in the Summary Compensation Table.

(4) Mr. Olson's contribution consists of compensation earned during fiscal year 2017, which is also reported in the applicable columns in the Summary Compensation Table.

## Pension Plans

The Company did not have any pension plans for its named executive officers during fiscal year 2017.



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Compensation Committee Interlocks and Insider Participation

The current members of the Compensation Committee are J. Michael Patterson, Ronald S. Jankov, and Elizabeth W. Vanderslice; Marshall C. Turner also served as a member of the Compensation Committee during fiscal year 2017 until August 2016. No member of the Compensation Committee is, or was during fiscal year 2017, an officer or employee of the Company or any of its subsidiaries or was formerly an officer of the Company or any of its subsidiaries. No member of the Compensation Committee is, or was during fiscal year 2017, an executive officer of another company whose board of directors has a comparable committee on which one of the Company's executive officers serves. For further discussion regarding transactions with related parties, see the section above entitled "DIRECTORS AND CORPORATE GOVERNANCE—Board Independence."

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RELATED TRANSACTIONS

Our Audit Committee is responsible for reviewing and approving all related party transactions. Related parties include any of our directors or executive officers, certain of our stockholders and their immediate family members. This obligation is set forth in writing in the Audit Committee charter. The Audit Committee reviews related party transactions due to the potential for a conflict of interest. A conflict of interest arises when an individual's personal interest interferes with the Company's interests. All transactions identified through our disclosure controls and procedures as potential related party transactions, or transactions that may create a conflict of interest or the appearance of a conflict of interest, are brought to the attention of the Audit Committee for its review. In reviewing related party transactions, the Audit Committee applies the standards set forth in the Company's Code of Conduct and the Directors' Code of Ethics which provide that directors, officers and employees are to avoid any activity, investment or association that would cause or even appear to cause a conflict of interest. Copies of the Audit Committee Charter, the Code of Conduct, and the Directors' Code of Ethics are available on our website at [www.investor.xilinx.com](http://www.investor.xilinx.com) under "Corporate Governance." For further discussion regarding transactions with related parties, see the section above entitled "DIRECTORS AND CORPORATE GOVERNANCE—Board Independence."

In fiscal year 2011, our Audit Committee pre-approved our engagement of BlackRock, Inc. (BlackRock) as an investment manager. At the time we entered into this engagement, BlackRock was the beneficial owner of more than five percent of our outstanding common stock and is currently a beneficial owner of more than five percent of our outstanding common stock. Xilinx paid BlackRock \$425,708 in management fees during fiscal year 2017.

SECTION 16(A) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE

Section 16(a) of the Exchange Act requires the Company's officers and directors, and persons who own more than 10% of a registered class of the Company's equity securities, to file reports of ownership and changes in ownership of such securities with the SEC. Officers, directors and greater than 10% beneficial owners are required by applicable regulations to furnish the Company with copies of all Section 16(a) forms they file. To the Company's knowledge, based solely upon a review of the copies of such reports furnished to the Company, and written representations from certain reporting persons that no other reports were required, the Company believes that its officers, directors and greater-than-10% stockholders complied with all Section 16(a) filing requirements during the 2017 fiscal year.

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COMMITTEE REPORTS

COMPENSATION COMMITTEE REPORT

The Compensation Committee has reviewed and discussed the Compensation Discussion and Analysis required by Item 402(b) of Regulation S-K with the management of the Company and, based on such review and discussion, the Compensation Committee recommended to the Board of Directors that the Compensation Discussion and Analysis be included in this proxy statement and, through incorporation by reference from this proxy statement, the Company's Annual Report on Form 10-K for the fiscal year ended April 1, 2017.

The Compensation Committee

—J. Michael Patterson, Chairman

—Ronald S. Jankov

—Elizabeth W. Vanderslice

The foregoing Report of the Compensation Committee of the Board of Directors is not "soliciting material," is not deemed "filed" with the SEC and is not to be incorporated by reference in any filing of Xilinx under the Securities Act of 1933, as amended, or under the Exchange Act, whether made before or after the date of this proxy statement and irrespective of any general incorporation language in any such filing.

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AUDIT COMMITTEE REPORT

The Audit Committee oversees the Company's financial reporting process on behalf of the Board. It assists the Board in fulfilling its oversight responsibilities to the stockholders relating to the Company's financial statements and the financial reporting process, the systems of internal accounting and financial controls, and the audit process. While the Audit Committee sets the overall corporate tone for quality financial reporting, management has the primary responsibility for the preparation, presentation and integrity of the Company's financial statements and implementation of the reporting process including the systems of internal controls and procedures designed to reasonably assure compliance with accounting standards, applicable laws and regulations. In accordance with the law, the Audit Committee has ultimate authority and responsibility to select, compensate, evaluate, and, when appropriate, replace the Company's independent auditors. The Charter of the Audit Committee can be found at [www.investor.xilinx.com](http://www.investor.xilinx.com) under "Corporate Governance."

The Company's external auditors, Ernst & Young LLP, are responsible for performing an independent audit of the Company's consolidated financial statements in accordance with generally accepted auditing standards and expressing opinions on the conformity of the Company's audited financial statements to generally accepted accounting principles in the United States and the effectiveness of the Company's internal control over financial reporting. In carrying out its responsibilities, the Audit Committee has the power to retain outside counsel or other experts and is empowered to investigate any matter with full access to all books, records, facilities, and personnel of the Company. The Audit Committee members are not currently practicing accountants or auditors, and their functions are not intended to duplicate or certify the activities of management and the independent auditors.

In fulfilling its oversight responsibilities, the Audit Committee reviewed the audited consolidated financial statements for the fiscal year ended April 1, 2017, with management and Ernst & Young LLP, including a discussion of the quality, not just the acceptability, of the accounting principles, the reasonableness of significant judgments, and the clarity of disclosures in the financial statements. The Audit Committee also discussed with Ernst & Young LLP, matters required to be discussed under standards published by the Public Company Accounting Oversight Board (PCAOB), including, among other things, matters related to the conduct of the audit of the Company's consolidated financial statements and other required communications with audit committees. In addition, the Audit Committee has received and reviewed the written disclosures and the letter from Ernst & Young LLP required by applicable requirements of the PCAOB regarding the independent accountant's communications with the audit committee concerning independence, and has discussed with them their independence from the Company and its management.

The Audit Committee reviewed and discussed with management its assessment and report on the effectiveness of the Company's internal control over financial reporting as of April 1, 2017. The Audit Committee has also reviewed and discussed with Ernst & Young LLP its audit of and report on the Company's internal control over financial reporting. The Company published these reports in its Annual Report on Form 10-K for the fiscal year ended April 1, 2017.

Based on the reviews and discussions referred to above, the Audit Committee recommended to the Board that the audited financial statements be included in the Company's Annual Report on Form 10-K for the fiscal year ended April 1, 2017 for filing with the SEC.

The Audit Committee of the Board of Directors

—Albert A. Pimentel, Chairman

—J. Michael Patterson

—Marshall C. Turner

The foregoing Report of the Audit Committee of the Board of Directors is not "soliciting material," is not deemed "filed" with the SEC and is not to be incorporated by reference in any filing of Xilinx under the Securities Act of 1933, as amended, or under the Exchange Act, whether made before or after the date of this proxy statement and

irrespective of any general incorporation language in any such filing.

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PROPOSAL ONE  
ELECTION OF DIRECTORS

Nominees

As recommended by the Nominating and Governance Committee, the Board of Directors' nominees for election by the stockholders are the following nine members of the Board of Directors: Mr. Dennis Segers, Mr. Moshe N. Gavrielov, Mr. Saar Gillai, Mr. Ronald S. Jankov, Dr. Thomas H. Lee, Mr. J. Michael Patterson, Mr. Albert A. Pimentel, Mr. Marshall C. Turner, and Ms. Elizabeth W. Vanderslice.

Unless otherwise indicated, the proxy in the form enclosed will be voted FOR the election of the nominees for election as directors to the Board of Directors. If any of the nominees should be unwilling or unable to serve as of the Annual Meeting, the proxies will be voted for the election of such other person as the Board of Directors may designate, if any, in place of such nominee.

Required Vote

Each nominee receiving more votes "FOR" than "AGAINST" shall be elected as a Director. If you do not wish your shares to be voted with respect to a nominee, you may "ABSTAIN," in which case your shares will have no effect on the election of that nominee. Broker non-votes will also have no effect on the outcome of this Proposal.

THE BOARD RECOMMENDS A VOTE "FOR" THE ELECTION OF EACH OF THE DIRECTOR NOMINEES.



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PROPOSAL TWO

AMENDMENT TO THE 1990 EMPLOYEE QUALIFIED STOCK PURCHASE PLAN

The Company's 1990 Employee Qualified Stock Purchase Plan (ESPP) provides eligible employees of the Company and its participating subsidiaries with the opportunity to purchase shares of common stock at a discounted price through payroll deductions. During fiscal year 2017, the Company issued 1,170,226 shares of common stock under the ESPP. As of April 1, 2017, a total of 8,233,073 shares remained available for issuance under the ESPP, not including the 2,000,000 additional shares of common stock that would be authorized if the amendment described below is approved.

Proposal

At the Annual Meeting, the stockholders will be asked to approve an amendment to the ESPP to increase by 2,000,000 the maximum number of shares of common stock that may be issued under the ESPP.

Unless a sufficient number of shares is authorized and reserved under the ESPP at the beginning of each offering period (August 1 and February 1) to cover the number of shares purchased throughout its entire 24-month term, the Company may incur additional compensation expense for financial statement purposes for each period in which the sale of shares is dependent on obtaining stockholder approval of an additional share authorization. The Board believes an additional 2,000,000 shares will be necessary to provide for offering periods commencing before the next annual meeting of stockholders.

On May 10, 2017, subject to stockholder approval, the Board adopted an amendment to the ESPP to increase the number of shares authorized for issuance under the plan by 2,000,000. If the amendment is approved by the stockholders, the total number of shares available for issuance under the ESPP immediately following such approval will be 10,233,073.

The Board believes that participation by the Company's employees in the ESPP promotes the success of the Company's business through broad-based equity ownership among the employees. The Board further believes that the ESPP is an integral component of the Company's benefits program that is intended to provide employees with an incentive to exert maximum effort for the success of the Company and to participate in that success through acquisition of the Company's common stock.

As long as the ESPP remains in effect and the employee participation stays at the current level, the Company anticipates that it will ask the stockholders each year for the number of additional shares required to meet the Company's projected share commitments for offering periods beginning before the next annual meeting of stockholders.

Subject to the eligibility requirements described below, as of April 1, 2017, approximately 3,689 of the Company's 3,831 employees were eligible to participate in the ESPP. As of April 1, 2017, approximately 2,956 of the Company's employees were participating in the ESPP.

Summary of the 1990 Employee Qualified Stock Purchase Plan, as Amended

A summary of the material terms of the ESPP, as amended, is set forth below and is qualified, in its entirety, by the full text of the plan set forth in Appendix A to our 2017 proxy statement as filed with the SEC and available for viewing without charge at its website at [www.sec.gov](http://www.sec.gov). A copy of the ESPP can be obtained from us at no charge upon request.

Purpose

The purpose of the ESPP is to provide employees of the Company and its designated subsidiaries with an opportunity to purchase common stock of the Company through accumulated payroll deductions.

Administration

The ESPP may be administered by the Board or a committee appointed by the Board. All questions of interpretation of the ESPP are determined by the Board or its committee, whose decisions are final and binding upon all participants. Currently, the Compensation Committee administers the ESPP.

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### Authorized Shares

As of April 1, 2017, a maximum of 52,540,000 shares of our common stock were authorized for issuance under the ESPP, of which 8,233,073 shares of our common stock remained available for future issuance, subject to appropriate adjustments in the event of any stock dividend, stock split, reverse stock split, recapitalization or similar change in the capital structure of the Company, or in the event of any merger, sale of assets or other reorganization of the Company. The Board has amended the ESPP, subject to stockholder approval, to authorize an additional 2,000,000 shares for issuance under the ESPP, which would result in a total of 54,540,000 shares authorized for issuance, of which 10,233,073 shares of our common stock would be available for future purchases.

### Eligibility

Subject to certain limitations imposed by Section 423(b) of the U.S. Internal Revenue Code, any person who is employed by the Company (or any designated subsidiary) as of the commencement of an offering period under the ESPP and is customarily employed for at least 20 hours per week and more than five months in a calendar year is eligible to participate in the offering period. Eligible employees may become participants in the ESPP by delivering to the Company a subscription agreement authorizing payroll deductions on or before the first day of the applicable offering period. As of April 1, 2017, approximately 3,689 of the Company's 3,831 employees, including seven executive officers, were eligible to participate in the ESPP.

### Offering Periods

The ESPP is implemented by consecutive and overlapping 24-month offering periods, with a new offering period commencing on or about the first day of February and August of each year. The Board may generally change the duration of any offering period without stockholder approval, provided that no offering period may exceed 27 months in duration. In addition, the Board may establish separate, simultaneous, or overlapping offering periods applicable to one or more subsidiaries of the Company and having different terms and conditions, for example, to comply with the laws of the applicable jurisdiction.

### Purchase Price

Each 24-month offering period consists of four exercise periods of six months' duration. The last day of each exercise period, which occurs on or about January 31 and July 31 of each year, is an exercise date on which each participant in the offering period acquires shares. The purchase price of the shares offered under the ESPP in a given exercise period is the lower of 85% of the fair market value of the common stock on the first date of the offering period containing that exercise period or 85% of the fair market value of the common stock on the exercise date. The fair market value of the common stock on a given date is the closing sale price of the common stock on such date as reported by NASDAQ. On May 9, 2017, the closing price of our common stock as reported on NASDAQ was \$64.69 per share.

### Payroll Deductions

The purchase price for the shares is accumulated through payroll deductions during each offering period. Payroll deductions commence on the first payday following the commencement of an offering period and end on the last exercise date of the offering period, unless sooner terminated as provided in the ESPP. A participant may not authorize deductions of more than 15% or less than 2% of the participant's eligible compensation, which is defined by the ESPP to include all regular straight time earnings and any payments for overtime, shift premiums, incentive compensation, bonuses, commissions or other compensation for a given offering period. The Company may limit a participant's payroll deductions in any calendar year as necessary to avoid accumulating an amount in excess of the maximum amount the Internal Revenue Code permits to be applied toward the purchase of shares in any offering under the ESPP. A participant may discontinue participating in the ESPP, or may decrease the rate of payroll deductions during the offering period. Upon withdrawal from the ESPP, the Company will refund, without interest, the participant's accumulated payroll deductions not previously applied to the purchase of shares.

### Grant and Exercise of Purchase Right

In general, the maximum number of shares subject to purchase by a participant in an exercise period is that number determined by dividing the amount of the participant's total payroll deductions accumulated prior to the relevant exercise date by 85% of the lower of the fair market value of the common stock at the beginning of the offering period or on the exercise date. However, the maximum number of shares a participant may purchase in any offering period is a number determined by dividing \$50,000 by the fair market value of a share of common stock on the first day of the

offering period. Unless a participant withdraws from the ESPP, the participant's right to purchase shares is exercised automatically on each exercise date for the maximum number of whole shares that may be purchased at the applicable price.

No employee will be permitted to subscribe for shares under the ESPP if, immediately after the grant of a purchase right, the employee would own and/or hold purchase rights to acquire 5% or more of the voting securities of the Company. Further, no employee may be granted a purchase right which would permit the employee to accrue a right to purchase more than \$25,000

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worth of stock (determined by the fair market value of the shares at the time the purchase right is granted) for each calendar year in which the purchase right is outstanding at any time.

### Automatic Transfer to Low Price Offering Period

In the event that the fair market value of the Company's common stock on any exercise date (other than the last exercise date of an offering period) is less than on the first day of the offering period, all participants will be withdrawn from the offering period after the exercise of their purchase right on such exercise date and enrolled as participants in a new offering period commencing on or about the day following such exercise date. A participant may elect to remain in the previous offering period by filing a written statement declaring such election prior to the time of the automatic change to the new offering period.

### Withdrawal; Termination of Employment

A participant may withdraw all, but not less than all, payroll deductions credited to his or her account but not yet used to exercise a purchase right under the ESPP at any time by signing and delivering to the Company a notice of withdrawal from the ESPP. Any withdrawal by the participant of accumulated payroll deductions for a given offering period automatically terminates the participant's interest in that offering period. The failure of a participant to remain in the continuous employment of the Company for at least 20 hours per week during an offering period will be deemed to be a withdrawal from that offering period and accumulated payroll deductions will be returned to the participant, without interest.

### Transferability

No rights or accumulated payroll deductions of a participant under the ESPP may be assigned, transferred, pledged or otherwise disposed of in any way (other than by will, the laws of descent and distribution or pursuant to the ESPP) and any attempt to so assign or transfer may be treated by the Company as an election to withdraw from the ESPP.

### Adjustments upon Changes in Capitalization

In the event any change is made in the Company's capitalization pursuant to a stock split or any other increase or decrease in the number of shares of common stock effected without receipt of consideration by the Company, proportionate adjustments will be made by the Board to the number of shares authorized for issuance under the ESPP and subject to each outstanding purchase right and in the purchase price per share.

In the event of a sale of all or substantially all of the assets of the Company or a merger of the Company with another corporation, the acquiring or successor corporation or its parent may assume the purchase rights outstanding under the ESPP or substitute equivalent purchase rights for the acquiror's stock, provided that the Board may instead shorten an offering period and accelerate the exercise date of all offering periods then in progress to a date prior to the transaction.

### Amendment or Termination

The Board may at any time and for any reason amend or terminate the ESPP, except that (other than in limited circumstances set forth in the ESPP) termination will not affect purchase rights previously granted, and no amendment may make any change in any purchase right previously granted that adversely affects the participant's rights.

Stockholder approval must be obtained for any amendment to the extent necessary to comply with applicable law.

Under its current terms, the ESPP will expire on January 26, 2030.

### United States Federal Tax Information

The following discussion of certain of the United States federal income tax consequences of awards under the ESPP is based on current United States federal tax laws and regulations and does not purport to be a complete discussion. This description may differ from the actual tax consequences incurred by any individual recipient of an award. Moreover, existing law is subject to change by new legislation, by new regulations, by administrative pronouncements, and by court decisions or by new or clarified interpretations or applications of existing laws, regulations, administrative pronouncements, and court decisions. Any such change may affect the United States federal income tax consequences described below. The following summary of the United States federal income tax consequences in respect of the ESPP is for general information only. Interested parties should consult their own tax advisors as to specific tax consequences, including the application and effect of foreign, state, and local laws.

The ESPP, and the right of participants to make purchases thereunder, is intended to qualify under the provisions of Sections 421 and 423 of the Internal Revenue Code. Under these provisions, no income will be taxable to a participant

at the time of grant of the purchase right or purchase of shares. Upon disposition of the shares, the participant will generally be subject to tax, and the amount of the tax will depend upon the length of time the shares have been held by the participant. If the shares have been held by the participant for more than two years after the date of grant of the purchase right and more than one (1) year after the date

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on which the shares were purchased, then the purchaser will recognize ordinary income equal to the lesser of (a) the excess of the fair market value of the shares at the time of such disposition over the purchase price of such shares or (b) 15% of the fair market value of the shares on the first day of the offering period. Any further gain upon such disposition will be treated as long-term capital gain. If the shares are disposed of before the expiration of these holding periods, the participant will recognize ordinary income generally equal to the excess of the fair market value of the purchased shares on the date of the purchase over the purchase price. Any additional gain or loss on the sale will be a capital gain or loss, which will be either long-term or short-term depending on the actual period for which the shares were held. The Company is entitled to a deduction for amounts taxed as ordinary income reported by participants upon disposition of shares within two years from date of grant or one year from the date of acquisition.

**New Plan Benefits**

The number of shares that may be purchased under the ESPP will depend on each participant's voluntary election to participate and on the fair market value of the common stock of the Company on future purchase dates, and therefore the actual number of shares that may be purchased by any individual is not determinable. No purchase rights have been granted, and no shares of common stock of the Company have been issued with respect to the 2,000,000 additional shares for which stockholder approval is being sought.

**Number of Shares Purchased by Certain Individuals and Groups**

The following table sets forth for each of the listed persons and groups (i) the aggregate number of shares of common stock of the Company purchased under the ESPP during fiscal year 2017, and (ii) the market value of those shares on the date of such purchase, minus the purchase price of such shares:

Name and Position	Dollar Value (\$)	Number of Shares
Moshe N. Gavriellov President and Chief Executive Officer	\$16,225	644
Lorenzo A. Flores Senior Vice President and Chief Financial Officer	\$16,225	644
Victor Peng Chief Operating Officer (1)	\$16,225	644
Krishna Rangasayee Executive Vice President, Global Sales (2)	\$7,994	369
Vincent L. Tong Executive Vice President, Global Operations and Quality	\$16,225	644
Jon A. Olson Former Executive Vice President and Former CFO (3)	\$0	—
All current executive officers, as a group	\$102,883	4,224
All current directors who are not executive officers, as a group (4)	N/A	N/A
All employees, including all current officers who are not executive officers, as a group	\$25,331,305	1,166,002

(1) During fiscal year 2017, Mr. Peng served as our Executive Vice President and General Manager of Products.

(2) During fiscal year 2017, Mr. Rangasayee served as our Senior Vice President and General Manager, Global Sales and Markets.

(3) Mr. Olson stepped down as CFO in May 2016, and provided transition services until retiring from the Company in July 2016; he is included as a "named executive officer" for fiscal year 2017 as required by the SEC rules.

(4) Non-employee Directors are not eligible to participate in the ESPP.

**Required Vote**

Affirmative votes constituting a majority of the shares present or represented by proxy and entitled to vote on this proposal will be required to approve this proposal. Abstentions will have the same effect as a negative vote, while broker non-votes will have no effect on the outcome of this proposal.

THE BOARD RECOMMENDS A VOTE "FOR" THE APPROVAL OF THE AMENDMENT TO THE COMPANY'S 1990 EMPLOYEE QUALIFIED STOCK PURCHASE PLAN TO INCREASE THE NUMBER OF

SHARES OF COMMON STOCK RESERVED FOR ISSUANCE THEREUNDER BY 2,000,000 SHARES.

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PROPOSAL THREE

AMENDMENT TO THE 2007 EQUITY INCENTIVE PLAN

The Board believes that participation in the 2007 Equity Incentive Plan (2007 Equity Plan) by our employees, consultants, and non-employee directors promotes the success of the Company's business by providing them with an incentive to exert their maximum effort toward achieving that success. We have long recognized that having an ownership interest in the company is critical to aligning the financial interests of our employees with the interests of our stockholders. In addition, the Board believes it prudent to establish a reasonable limit on the value of awards that may be granted to non-employee directors under the 2007 Equity Plan. Therefore, the Board unanimously adopted on May 10, 2017, subject to stockholder approval, an amendment to increase the maximum number of shares of common stock authorized under the 2007 Equity Plan by 1,900,000 to ensure that the Company will continue to have available a reasonable number of shares for its equity award program.

Proposal

At the Annual Meeting, the stockholders are requested to approve an amendment to our 2007 Equity Plan to increase by 1,900,000 the number of shares of common stock authorized for issuance under the 2007 Equity Plan.

We generally grant equity incentive awards to newly hired or promoted employees and in connection with our annual "Focal Review," in which we evaluate the performance of each employee and make appropriate compensation adjustments. These compensation adjustments are typically made in July of each year and include additional equity incentive awards. We will have completed two Focal Review cycles, with associated equity incentive grants, before having the opportunity at our next annual meeting to request stockholder approval of an additional share authorization under the 2007 Equity Plan. Accordingly, the Board has determined it appropriate to request stockholder approval of an increase in the 2007 Equity Plan's share authorization at this time.

The 2007 Equity Plan was adopted by the Board on May 3, 2006, approved by stockholders at their annual meeting in July 2006, and became effective on January 1, 2007. At their annual meeting in August 2014, our stockholders approved an extension of the 2007 Equity Plan's initial seven-year term until December 31, 2023. Summaries of the key terms and metrics of the 2007 Equity Plan follow.



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Key Terms of the 2007 Equity Plan

Plan Term: January 1, 2007 to December 31, 2023.

Eligible Participants: Employees, consultants and non-employee directors of Xilinx and its subsidiaries.

Shares Authorized: As of April 1, 2017, a total of 44,000,000 shares of common stock were authorized for issuance under the 2007 Equity Plan, of which approximately 12,458,664 remained available for future grant as of April 1, 2017. If the stockholders approve this proposal, an additional 1,900,000 shares will become available for future grants, subject to adjustment to reflect stock splits and similar events.

Awards Authorized: Non-qualified and incentive stock options

Restricted stock awards

Restricted stock units (RSUs)

Stock appreciation rights (SARs)

Award Limits: A participant may receive in any calendar year:

No more than 4,000,000 shares subject to options or SARs

No more than 2,000,000 shares subject to awards other than options and SARs

No more than \$6,000,000 subject to awards that may be settled in cash

Non-Employee Director Award Limit: No non-employee director may receive in any fiscal year awards having an aggregate grant date fair value that, when taken together with any cash fees paid to the director in the same fiscal year, exceeds \$750,000.

Award Term: Stock options and SARs must expire no more than seven years from the date of grant.

Exercise Price: The per share exercise price of stock options or SARs may not be less than 100% of the fair market value of a share of our common stock on the date of grant.

Repricing Restricted: Repricing of out-of-the-money options or SARs, whether by directly lowering the exercise price, by canceling an option or SAR in exchange for a new option or SAR having a lower exercise price, or by substituting a full value award in place of the option or SAR is not permitted without stockholder approval.

Minimum Vesting: Service-vesting awards may not vest earlier than one year after grant, and performance-vesting awards must have a performance period of at least one year. Exceptions are provided for up to 5% of the maximum number of shares issuable under the 2007 Equity Plan or in the case of a participant's death or disability or a change of control of the Company.

Dividend Payment Restriction: Dividends otherwise payable on shares subject to vesting conditions may not be paid until the vesting conditions are satisfied.

#### Key 2007 Equity Plan Metrics

##### Share Usage

We have granted equity incentive awards for an average of 3.2 million shares in each of the last three fiscal years. As of April 1, 2017, approximately 12,458,664 shares remained available for grant under the 2007 Equity Plan. We are seeking stockholder approval for authorization of an additional 1,900,000 shares. Had these shares been authorized on April 1, 2017, we would have had available for future grant under the 2007 Equity Plan a total of 14,358,664 shares. We believe this number of shares would be sufficient to permit the continuation of a reasonable equity incentive program, including the equity awards that will have been authorized prior to the Annual Meeting in connection with our Focal Review awards made in July 2017.

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## Dilution

We are committed to effectively managing the Company's equity compensation program while minimizing stockholder dilution. For this reason, we carefully manage the Company's use of shares of common stock available for equity-based compensation each year and aim to keep dilution from our stock plans for employees below industry standards. The requested share increase represents approximately 0.75% of the weighted average outstanding shares of the Company as of April 1, 2017. Because this share reserve increase does not contemplate the amount or timing of specific equity awards in the future, it is not possible to calculate with certainty the amount of subsequent dilution that may ultimately result from such awards. In evaluating the share reserve increase, the Company also considered the guidelines of a leading proxy advisory firm, as well as the guidelines of our major institutional shareholders.

## Equity Utilization Rate

Over the past three fiscal years, our average annual equity utilization rate determined under the methodology prescribed by Institutional Shareholder Services Inc. (ISS), a proxy advisory firm, sometimes also referred to as a "burn rate," has been approximately 3.10%. This three-year average burn rate is well below the burn rate benchmark established by ISS for our industry.

The following table shows key equity award metrics:

Key Metrics	FY2017	FY2016	FY2015	3-Year Average(FY2015-2017)	
Shares subject to awards granted (1)	3.4 million	3.1 million	3.2 million	3.2 million	
Gross burn rate (2)	1.35	% 1.20	% 1.21	% 1.25	%
ISS adjusted burn rate (3)	3.40	% 3.00	% 3.62	% 3.10	%
Potential dilution at fiscal year end (4)	7.76	% 8.11	% 9.60	% 8.51	%
Overhang at fiscal year end (5)	2.82	% 3.09	% 3.81	% 3.25	%
Total weighted-average number of shares outstanding during applicable period	252.3 million	257.2 million	265.5 million	258.3 million	
ISS full value award multiplier	2.5	2.5	3.0	2.7	

Reflects the total number of shares subject to equity awards granted during fiscal years

(1) 2017, 2016, and 2015, and the average for the three fiscal years ending with fiscal year 2017.

Reflects the total number of shares subject to equity awards granted during the applicable period

(2) divided by the total weighted-average number of shares outstanding during the applicable period.

Calculated in accordance with ISS prescribed methodology by dividing the total number of shares subject to equity awards granted during the applicable period, adjusted by a premium applied to full value

(3) awards, by the total weighted-average number of shares outstanding during the applicable period. The ISS full value award multipliers applied are 3.0 for fiscal year 2015, 2.5 for fiscal year 2016, and 2.5 for fiscal year 2017.

(4) Represents potential dilution calculated by dividing the sum of (x) the number of shares subject to equity awards outstanding at the end of the applicable period and (y) the number of shares available for the future grant of equity awards under the 2007 Equity Plan as of the end of the applicable period, by the weighted-average number of shares outstanding during the

applicable period.  
Calculated by  
dividing the  
number of shares  
subject to equity  
awards  
outstanding at the  
end of the  
(5) applicable period  
by the  
weighted-average  
number of shares  
outstanding  
during the  
applicable period.

Our 2007 Equity Plan, which is the sole equity compensation plan under which we currently grant equity awards, has 44,000,000 shares authorized for issuance with approximately 12,458,664 shares available for grant as of April 1, 2017. On May 9, 2017, the closing price of our common stock as reported on NASDAQ was \$64.69 per share. All of our employees, consultants, and directors were eligible to participate in the 2007 Equity Plan and we intend to grant awards with respect to approximately 6.5 to 8 million shares over the course of this fiscal year and next fiscal year before we will have an opportunity to return to stockholders in August of 2018. If stockholders do not approve the amendment of the 2007 Equity Plan, the shares available for equity awards may be quickly depleted, and we may lose our ability to use equity awards for our compensation programs and as a retention tool. We consider awards of shares of our common stock a major part of long-term incentive program for our employees, consultants, and directors. The Board anticipates that the additional shares requested will enable us to fund our current equity compensation program through at least the next year, accommodating anticipated grants related to the hiring, retention, and promotion of employees.

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In its determination to approve the amendment of the 2007 Equity Plan, the Board reviewed the burn rates disclosed in the section titled "Key Metrics" table above. In addition, the Compensation Committee sought the advice of Compensia, its independent compensation consultant, in relation to the proposed increase in the share reserve by 1.9 million shares and in Compensia's opinion, the amount of the proposed increase is reasonable.

We believe strongly that the approval of the amendment of the 2007 Equity Plan is essential to our success. Awards such as those provided under the 2007 Equity Plan constitute an important incentive for our key employees and other service providers and help us to attract, retain, and motivate people whose skills and performance are critical to our success. Our employees are our most valuable asset. We strongly believe that the amendment of the 2007 Equity Plan is essential for us to compete for talent in the challenging labor markets in which we operate.

### Summary of the 2007 Equity Plan, as Amended

A summary of the material terms of the 2007 Equity Plan, as amended, is set forth below and is qualified, in its entirety, by the full text of the 2007 Equity Plan set forth in Appendix B to our 2017 proxy statement as filed with the SEC and available for viewing without charge at its website at [www.sec.gov](http://www.sec.gov). A copy of the 2007 Equity Plan can be obtained from us at no charge upon request.

### Purpose

The purposes of the 2007 Equity Plan are to attract and retain the services of employees, consultants, and non-employee directors of the Company and its subsidiaries, and to provide them with a proprietary interest in the Company.

### Administration

The Compensation Committee of the Board administers the 2007 Equity Plan, unless otherwise determined by the Board. The Compensation Committee interprets the 2007 Equity Plan and prescribes any rules necessary or appropriate for its administration, including the creation of sub-plans to take advantage of favorable tax-treatment, comply with local law, or reduce administrative burdens for grants of awards in non-U.S. jurisdictions.

### Eligibility

The Compensation Committee determines the employees, consultants, and non-employee directors of the Company or a subsidiary who are eligible to receive awards under the 2007 Equity Plan. As of April 1, 2017, there were approximately 3,831 employees, including seven executive officers, 128 consultants, and eight non-employee directors eligible to participate in the 2007 Equity Plan.

### Authorized Shares

Subject to adjustment in the event of certain corporate events (as described below), the maximum number of shares of the Company's common stock currently authorized under the 2007 Equity Plan is 44,000,000 of which approximately 12,458,664 remained available for future issuance as of April 1, 2017, all of which may be granted under the terms of the 2007 Equity Plan as incentive stock options. The Board has amended the 2007 Equity Plan, subject to stockholder approval, to authorize an additional 1,900,000 shares, which would result in a cumulative total of 45,900,000 authorized shares, of which approximately 14,358,664 shares would remain available for future grants as of April 1, 2017 had this increased authorization been in effect on that date. If any award granted under the 2007 Equity Plan expires or otherwise terminates for any reason, or if shares issued pursuant to an award are forfeited or otherwise reacquired by the Company, any such shares subject to a terminated award or reacquired by the Company will again become available for issuance under the 2007 Equity Plan. Shares will not be treated as having been issued under the 2007 Equity Plan to the extent an award is settled in cash. The Compensation Committee is authorized to adopt such procedures for counting shares against the maximum number authorized as it deems appropriate.

### Types of Awards

The 2007 Equity Plan allows the Compensation Committee to grant incentive stock options, non-qualified stock options, RSUs, restricted stock, and SARs. Subject to the limits set forth in the 2007 Equity Plan, the Compensation Committee has the discretionary authority to determine the amount and terms of awards granted under the 2007 Equity Plan.

### Automatic Non-employee Director Awards

The 2007 Equity Plan provides for the periodic automatic grant of RSU awards on the date of each annual meeting of stockholders to non-employee directors continuing in office. On the date of the 2017 Annual Meeting, the award will

be determined by dividing \$200,000 by the closing price of the Company's common stock on the grant date. These awards vest in full on the day immediately

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preceding the subsequent annual meeting. A non-employee director joining the Board between annual meetings of stockholders will receive a prorated RSU award on or about the tenth day of the month following the director's initial appointment or election to the Board. The Compensation Committee may change the terms of this automatic grant program from time to time, subject to the proposed annual limit on the value of equity awards that may be granted to non-employee directors described below and for which stockholder approval is sought by this proposal.

### Limitations on Awards

The exercise price per share subject to an option or a SAR cannot be less than 100% of the fair market value of share of our common stock on the date of grant of the award.

Section 162(m) of the Internal Revenue Code requires, among other things, that the maximum number of shares for which an award may be granted or the maximum amount of compensation that could be paid to an individual during a specified period must be set forth in the plan and approved by stockholders in order for the awards to be eligible for treatment as performance-based compensation that will not be subject to the \$1,000,000 limitation on tax deductibility for compensation paid to each "covered employee." Covered employees are the Company's chief executive officer and its three highest compensated executive officers (excluding the chief executive and chief financial officers) holding office on the last day of the Company's taxable year. Accordingly, the 2007 Equity Plan limits awards granted to an individual participant in any calendar year. The aggregate awards granted under the 2007 Equity Plan to any participant during any calendar year may not exceed (i) 4,000,000 shares of the Company's common stock subject to stock options or SARs and (ii) 2,000,000 shares of the Company's common stock subject to awards other than stock options and SARs. In addition, no participant may receive during any calendar year an award under the 2007 Equity Plan settled in cash exceeding \$6,000,000 in the aggregate.

No non-employee director may be granted in any fiscal year awards under the 2007 Equity Plan having an aggregate grant date fair value that, when taken together with any cash fees paid to the director in the same fiscal year, exceeds \$750,000. Grant date fair value will be determined for this purpose in accordance with applicable financial accounting rules.

Without stockholder approval, the Company cannot reprice options or SARs, whether by directly lowering the exercise price, through cancellation of the option or SAR in exchange for a new option or SAR having a lower exercise price, or by the replacement of the option or SAR with a full value award (e.g., an award of restricted stock or RSUs).

No more than 5% of the aggregate number of shares authorized under the 2007 Equity Plan may be issued pursuant to awards that provide for service based vesting over a period of less than one year or performance-based vesting over a performance period of less than one year. However, this limitation will not preclude accelerated vesting upon a participant's death or disability or in connection with a change of control of the Company.

Participants who are issued common shares under the 2007 Equity Plan that remain subject to vesting conditions will become entitled to receive any dividends declared by the Company on those shares only when the vesting conditions have been satisfied.

### Performance Goals

The Compensation Committee has the sole discretion to condition awards granted to those employees subject to Section 162(m) of the Internal Revenue Code on the attainment of objective performance goals. The Compensation Committee will establish the performance goals in writing based on one or more or on a combination of the following criteria in either absolute or relative terms: (i) increased revenue; (ii) net income measures (including, but not limited to, income after capital costs and income before or after any one or more of the share-based compensation expense, interest, taxes, appreciation or amortization); (iii) stock price measures (including, but not limited to, growth measures and total stockholder return); (iv) market segment share; (v) earnings per share (actual or targeted growth); (vi) cash flow measures (including, but not limited to, net cash flow and net cash flow before financing activities); (vii) return measures (including, but not limited to, return on equity, return on average assets, return on capital, risk-adjusted return on capital, return on investors' capital and return on average equity); (viii) operating measures (including operating income, gross margin, operating margin, funds from operations, cash from operations, after-tax operating income, sales volumes, production volumes and production efficiency); (ix) expense measures (including, but not limited to, overhead cost, research and development expense and general and administrative expense); (x) product



technology leadership metrics; and (xi) product quality leadership metrics.

Under plans, such as the 2007 Equity Plan, where the Compensation Committee has the authority to establish individual award performance goal targets after initial stockholder approval of the material terms of the performance goals, re-approval of the performance goals by the stockholders at least every five years is required to continue to preserve the exemption from the federal income tax deduction limit under Section 162(m) for performance-based compensation. Our stockholders last approved the material terms of the performance goals under the 2007 Equity Plan at their annual meeting in 2016.

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### Transferability

Awards granted under the 2007 Equity Plan may not be transferred other than by will or the laws of descent and distribution, and may be exercised during the lifetime of a participant only by the participant or the participant's legally authorized representative. However, the Compensation Committee may allow for the transfer or assignment of a U.S. resident participant's award pursuant to a divorce decree or domestic relations order.

### Adjustments upon Changes in Capitalization

If any change is made in the Company's capitalization pursuant to a stock split, stock dividend, recapitalization or any other increase or decrease in the Company's shares effected without receipt of consideration by the Company, equitable adjustments will be made to the number of shares of common stock available for grant under the 2007 Equity Plan, the exercise price of options and SARs, and the number of shares underlying outstanding awards.

### Merger or Change of Control

In the event of a merger, consolidation, or share exchange pursuant to which the Company is not the surviving or resulting corporation: (i) the shares or equivalent cash or property of the surviving or resulting corporation may be substituted for any unexercised portions of outstanding awards under the 2007 Equity Plan; or (ii) all or any portions of awards may be canceled by the Company immediately prior to the effective date of such event and each award holder may be permitted to purchase all or any portion of the shares of common stock underlying his or her vested and unvested award(s) within 30 days before such effective date. In the event of a change of control of the Company, among other actions, the Compensation Committee may provide that the vesting and exercisability of all or any portion of the outstanding awards will be accelerated.

### Amendment or Termination

The Board may at any time amend, alter, revise, suspend or terminate the 2007 Equity Plan, subject to the written consent of any participant whose rights would be adversely affected. Unless sooner terminated by the Board, the 2007 Equity Plan will terminate on December 31, 2023. Without stockholder approval, the Board may not amend the 2007 Equity Plan in any manner that would require stockholder approval under applicable law.

### United States Federal Tax Information

The following summary of the effect of United States federal income taxation upon participation in the 2007 Equity Plan does not purport to be complete and reference should be made to the applicable provisions of the Internal Revenue Code. This summary may differ from the actual tax consequences incurred by any individual recipient of an award. In addition, this summary does not discuss the provisions of the income tax laws of any municipality, state or foreign country in which the participant may reside. Moreover, existing law is subject to change by new legislation, by new regulations, by administrative pronouncements, and by court decisions or by new or clarified interpretations or applications of existing laws, regulations, administrative pronouncements, and court decisions. Any such change may affect the United States federal income tax consequences described below.

### Incentive Stock Options

An individual granted an incentive stock option is not taxed on the date of grant or vesting of the option. If the shares underlying the option are held for at least two years from the date of grant and at least one year from the date of exercise of the option (the "holding periods"), then upon the sale of the shares the individual will generally recognize a long-term capital gain or loss equal to the difference between the exercise price of the option and the fair market value of the common stock underlying the option on the date of sale. If either of the holding periods is not satisfied, the individual will generally recognize as ordinary income on the date of the disposition (a "disqualifying disposition") of the shares an amount equal to the difference between the option's exercise price and the fair market value of the common stock underlying the option determined as of the date of exercise (not to exceed the gain realized upon the disposition if the disposition is a transaction with respect to which a loss, if sustained, would be recognized). Any further gain or loss upon the disqualifying disposition of the shares constitutes a capital gain or loss.

In general, the difference between the option exercise price and the fair market value of the shares on the date of exercise of an incentive stock option is treated as an adjustment in computing the participant's alternative minimum taxable income and may be subject to an alternative minimum tax which is paid if such tax exceeds the regular tax for the year. Special rules may apply with respect to certain subsequent sales of the shares in a disqualifying disposition, certain basis adjustments for purposes of computing the alternative minimum taxable income on a subsequent sale of

the shares and certain tax credits which may arise with respect to participants subject to the alternative minimum tax.

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## Non-Qualified Stock Options

An individual granted a non-qualified stock option generally is not taxed on the date of grant or vesting of the option. Rather, the individual will generally recognize as ordinary income on the date of option exercise an amount equal to the difference between the option's exercise price and the fair market value of the stock underlying the option on the date of exercise. Any further gain or loss upon the subsequent sale or disposition of the shares underlying the option constitutes a capital gain or loss.

## Stock Appreciation Rights

An individual granted a SAR will generally recognize ordinary income on the date the SAR is exercised in an amount equal to the difference between the SAR's exercise price and the fair market value of the shares underlying the SAR on the date of exercise.

## Restricted Stock

Unless an individual makes a timely election under Section 83(b) of the Internal Revenue Code, an individual will recognize ordinary income in an amount equal to the excess of the fair market value of the restricted stock on the date of vesting of the shares over the purchase price, if any, paid for the shares. Any further gain or loss from the subsequent sale of such restricted stock constitutes capital gain or loss. If the individual makes a timely election under Section 83(b), the individual is taxed, at ordinary income rates, on the excess of the fair market value of the restricted stock on the date of grant over the purchase price, if any, paid for the shares, and any further gain or loss on the subsequent sale of the stock constitutes a capital gain or loss.

## Restricted Stock Units

An individual generally will recognize no income upon the receipt of an award of RSUs. Upon the settlement of RSUs, the participant generally will recognize ordinary income in the year of receipt in an amount equal to the cash received and/or the fair market value of any substantially vested shares received in respect of vested RSUs. If the participant receives shares of restricted stock, the participant generally will be taxed in the same manner as described above under "Restricted Stock." Any further gain or loss on a subsequent sale of any shares received will be taxed as capital gain or loss.

In general, the Company is entitled to a deduction in an amount equal to the ordinary income recognized by the individual.

## Plan Benefits

With the exception of the RSUs to be granted automatically to non-employee directors (see "Automatic Non-employee Director Awards" above), awards under the 2007 Equity Plan will be granted at the discretion of the Compensation Committee or the Board of Directors, and accordingly cannot be determined at this time.

The table below sets forth the RSU awards that will be granted under the "Automatic Non-employee Director Awards" component of the 2007 Equity Plan on the date of the Annual Meeting to certain individuals and groups.

Name and Position	Dollar Value (\$)	Number of Units
Moshe N. Gavriellov President and Chief Executive Officer	—	—
Lorenzo A. Flores Senior Vice President and Chief Financial Officer	—	—
Victor Peng (1) Chief Operating Officer	—	—
Krishna Rangasayee (2) Executive Vice President, Global Sales	—	—
Vincent L. Tong Executive Vice President, Global Operations and Quality	—	—
Jon A. Olson (3) Former Executive Vice President and Former CFO	—	—
All current executive officers, as a group		—

All current directors who are not executive officers, as a group	—(4)	—(4)
All employees, including all current officers who are not executive officers, as a group	—	—

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- (1) During fiscal year 2017, Mr. Peng served as our Executive Vice President and General Manager of Products.
- (2) During fiscal year 2017, Mr. Rangasayee served as our Senior Vice President and General Manager, Global Sales and Markets.
- (3) Mr. Olson stepped down as CFO in May 2016, and provided transition services until retiring from the Company in July 2016; he is included as a "named executive officer" for fiscal year 2017 as required by the SEC rules.
- (4) On the date of the 2017 Annual Meeting, each non-employee director continuing in office following the meeting automatically will be granted a number of RSUs determined by dividing \$200,000 by the closing price of the Company's common stock on that date.

**Options Granted to Certain Persons**

The aggregate number of shares of common stock subject to options granted to certain persons under the 2007 Equity Plan since its inception is set forth in the table below. Since its inception, no option has been granted under the 2007 Equity Plan to any nominee for election as a director, or any associate of any director, nominee, or executive officer, and no other person has been granted 5% or more of the total amount of options granted under the 2007 Equity Plan.

Name and Position	Amount of Options
Moshe N. Gavriellov President and Chief Executive Officer	1,450,000
Lorenzo A. Flores Senior Vice President and Chief Financial Officer	87,250
Victor Peng Chief Operating Officer	355,000
Krishna Rangasayee Executive Vice President, Global Sales	137,500
Vincent L. Tong Executive Vice President, Global Operations and Quality	246,250
Jon A. Olson Former Executive Vice President and Former CFO (1)	326,250
All current executive officers, as a group	2,879,250
All current directors who are not executive officers, as a group	54,000
All employees, including all current officers who are not executive officers, as a group	3,047,175

- (1) During fiscal year 2017, Mr. Peng served as our Executive Vice President and General Manager of Products.
- (2) During fiscal year 2017, Mr. Rangasayee served as our Senior Vice President and General Manager, Global Sales and Markets.
- (3) Mr. Olson stepped down as CFO in May 2016, and provided transition services until retiring from the Company in July 2016; he is included as a "named executive officer" for fiscal year 2017 as required by the SEC rules.

**Certain Interests of Directors:** In considering the recommendation of our Board with respect to the approval of the amendment to the 2007 Equity Plan, stockholders should be aware that members of our Board have certain interests that may present them with conflicts of interest in connection with this proposal. As discussed above, directors are eligible to receive awards under the 2007 Equity Plan, subject to the maximum annual value approved by our stockholders at their annual meeting in 2016. For more information about the compensation we pay to our directors, see "DIRECTORS AND CORPORATE GOVERNANCE—Compensation of Directors." Our Board recognizes that approval of this proposal may benefit our directors and their successors.

**Required Vote**

Affirmative votes constituting a majority of the shares present or represented by proxy and entitled to vote on this proposal will be required to approve this proposal. Abstentions will have the same effect as a negative vote, while broker non-votes will have no effect on the outcome of this proposal.

**THE BOARD RECOMMENDS A VOTE "FOR" THE APPROVAL OF THE AMENDMENT**

TO THE COMPANY'S 2007 EQUITY INCENTIVE PLAN TO INCREASE THE NUMBER OF SHARES OF COMMON STOCK RESERVED FOR ISSUANCE THEREUNDER BY 1,900,000 SHARES.

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PROPOSAL FOUR

ADVISORY VOTE ON THE FREQUENCY OF THE ADVISORY VOTE ON EXECUTIVE COMPENSATION

In accordance with the requirements of Section 14A of the Securities Exchange Act of 1934 and the related rules of the SEC, this proposal gives our stockholders the opportunity to cast an advisory vote on how often you would like us to include an advisory vote on executive compensation in proxy materials for future annual stockholder meetings such as Proposal Five below. Under this proposal, commonly known as "say-on-pay frequency," stockholders may vote as to whether the advisory vote on executive compensation should occur every one, two, or three years, or vote to abstain.

Our stockholders voted on a similar proposal in 2011 with the overwhelming majority of shares voting to hold the say-on-pay vote every year. We continue to believe that an annual advisory vote on executive compensation is the optimal interval for conducting and responding to a say-on-pay vote. By providing an advisory vote on executive compensation on an annual basis, our stockholders are able to provide us with direct input on our compensation philosophy, policies, and practices as disclosed in the proxy statement every year.

As an advisory vote, the results are not binding on the Board or Company and the Board may decide that it is in the best interests of our stockholders and the Company to hold an advisory vote on executive compensation more or less frequently than the option approved by our stockholders. However, the Board values the opinions expressed by stockholders in their votes and will consider the outcome of the vote when making future decisions regarding the frequency of conducting a say-on-pay vote.

It is expected that the next vote on a say-on-pay frequency proposal will occur at our 2023 annual meeting.

Stockholders are not voting to approve or disapprove the Board's recommendation on this proposal. The proxy card provides stockholders with four choices: one year, two years, three years, or abstain.

**Required Vote**

The frequency of the "say-on-pay" vote is advisory, and therefore not binding on the Company, the Compensation Committee, or our Board. The frequency option with the most affirmative votes present and entitled to vote either in person or proxy for this Proposal would indicate stockholder approval of the frequency for which stockholders would like to provide their advisory "say-on-pay" vote. Abstentions will have the same effect on the outcome of this Proposal as a vote "AGAINST" all selections. Broker non-votes will have no effect on the outcome of this Proposal.

**THE BOARD RECOMMENDS A VOTE OF "ONE YEAR" FOR THE FREQUENCY OF THE ADVISORY VOTE ON EXECUTIVE COMPENSATION.**



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PROPOSAL FIVE

ADVISORY VOTE ON EXECUTIVE COMPENSATION

Section 14A of the Securities Exchange Act of 1934 and the related rules of the SEC, enables our stockholders to vote to approve, on an advisory (non-binding) basis, the compensation of our named executive officers as disclosed in this proxy statement.

Our executive officer compensation program is designed to attract and retain talented and qualified senior executives to manage and lead our Company and to motivate them to pursue and meet our corporate objectives. Under this program, our named executive officers are rewarded for individual and collective contributions to our success consistent with our "pay for performance" orientation. Furthermore, the executive officer total compensation program is aligned with the nature and dynamics of our business, which focuses management on achieving the Company's annual and long-term business strategies and objectives. Additional details about our executive compensation programs are described under the section titled "EXECUTIVE COMPENSATION—Compensation Discussion and Analysis."

Our Compensation Committee regularly reviews the executive officer compensation program to ensure that it achieves the desired goals of emphasizing long-term value creation and aligning the interests of management and stockholders through the use of equity-based awards.

We are asking our stockholders to indicate their support for our named executive officer compensation as described in this proxy statement. This proposal, commonly known as a "say-on-pay" proposal, gives our stockholders the opportunity to express their views on our named executive officers' compensation. This vote is not intended to address any specific item of compensation, but rather the overall compensation of our named executive officers and the philosophy, policies, and practices described in this proxy statement. Accordingly, we ask our stockholders to vote "FOR" the following resolution at the Annual Meeting:

"RESOLVED, that the Company's stockholders approve, on an advisory basis, the compensation of the named executive officers, as disclosed in the Company's proxy statement for the 2017 Annual Meeting of Stockholders pursuant to the compensation disclosure rules of the SEC, including the Compensation Discussion and Analysis, the Summary Compensation Table and the other related tables and disclosure."

Required Vote

The "say-on-pay" vote is advisory, and therefore not binding on the Company, the Compensation Committee, or our Board of Directors. However, the affirmative vote a majority of the shares present and entitled to vote either in person or by proxy for this Proposal would indicate stockholder approval of the resolution. Abstentions will have the same effect on the outcome of this Proposal as a vote "AGAINST." Broker non-votes will have no effect on the outcome of this Proposal. Our Board of Directors and our Compensation Committee value the opinions of our stockholders and to the extent there is any significant vote against the named executive officer compensation as disclosed in this proxy statement, we will consider our stockholders' concerns and the Compensation Committee will evaluate whether any actions are necessary to address those concerns.

THE BOARD RECOMMENDS A VOTE "FOR" THE APPROVAL OF THE COMPENSATION OF OUR NAMED EXECUTIVE OFFICERS, AS DESCRIBED IN THIS PROXY STATEMENT PURSUANT TO THE COMPENSATION DISCLOSURE RULES OF THE SEC.

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## PROPOSAL SIX

## RATIFICATION OF APPOINTMENT OF EXTERNAL AUDITORS

The Audit Committee has selected Ernst & Young LLP, an independent registered public accounting firm, to audit the consolidated financial statements of Xilinx for the fiscal year ending March 31, 2018 and recommends that stockholders vote for ratification of such appointment. Although we are not required to submit to a vote of the stockholders the ratification of the appointment of Ernst & Young LLP, the Company, the Board, and the Audit Committee, as a matter of good corporate governance, have determined to ask the stockholders to ratify the appointment. If the appointment of Ernst & Young LLP is not ratified, the Audit Committee will take the vote under advisement in evaluating whether to retain Ernst & Young LLP.

Representatives of Ernst & Young LLP attend meetings of the Audit Committee of the Board including executive sessions of the Audit Committee at which no members of Xilinx management are present. Ernst & Young LLP has audited the Company's financial statements for each fiscal year since the fiscal year ended March 31, 1984.

Representatives of Ernst & Young LLP are expected to be present at the Annual Meeting. In addition, they will have an opportunity to make a statement if they desire to do so, and are expected to be available to respond to appropriate questions from stockholders.

## Fees Paid to Ernst &amp; Young LLP

The following table shows the fees billed or to be billed for audit and other services provided by Ernst & Young LLP for fiscal years 2017 and 2016.

	2017	2016
Audit Fees	\$2,678,361	\$2,653,761
Audit-Related Fees	—	—
Tax Fees	\$241,000	\$109,000
All Other Fees	—	—
Total	\$2,919,361	\$2,762,761

## Audit Fees

This category includes fees for the audit of the Company's annual financial statements and internal control over financial reporting, review of the Company's interim financial statements on Form 10-Q and services that are typically provided by the independent registered public accounting firm in connection with statutory and regulatory filings or engagements for those fiscal years. This category also includes, but is not limited to, statutory audits required by non-U.S. jurisdictions, consultation, and advice on new accounting pronouncements, technical advice on various accounting matters related to the consolidated financial statements or statutory financial statements that are required to be filed by non-U.S. jurisdictions and comfort letters and consents issued in connection with SEC filings.

## Audit-Related Fees

This category consists of assurance and related services that are reasonably related to the performance of the annual audit or interim financial statement review and are not reported under "Audit Fees." No such services were provided by Ernst & Young LLP during fiscal years 2017 and 2016.

## Tax Fees

This category consists of fees for tax compliance, tax advice, and tax planning services, including preparation of tax returns and assistance and representation in connection with tax audits and appeals.

## All Other Fees

This category consists of services that are not included in the category descriptions defined above under "Audit Fees," "Audit-Related Fees," or "Tax Fees." No such services were provided by Ernst & Young LLP during fiscal year 2017 and fiscal year 2016.

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Audit Committee's Pre-approval Policy and Procedures

The Audit Committee has adopted policies and procedures for approval of financial audit (and audit-related), non-financial audit, tax consulting and other work performed by Ernst & Young LLP. Pursuant to its charter and those policies, the policy of the Audit Committee is that any and all services to be provided to the Company by Ernst & Young LLP are subject to pre-approval by the Audit Committee. The Audit Committee pre-approves annual audit fees, quarterly reviews and tax compliance fees at the beginning of the fiscal year. In its review of non-financial audit, tax consulting and other services, the Audit Committee considers whether the provision of such services is consistent with SEC guidance, and whether the service facilitates the performance of the financial audit, improves the Company's financial reporting process, and is otherwise in the Company's best interests and compatible with maintaining Ernst & Young LLP's independence.

The Audit Committee did not waive its pre-approval policies and procedures during the fiscal year ended April 1, 2017.

All of the services described in the fee table above were approved pursuant to the Audit Committee's pre-approval policy.

Required Vote

Approval of this proposal requires the affirmative vote of a majority of the shares present and entitled to vote either in person or by proxy. Abstentions will have the same effect on outcome of this Proposal as a vote "AGAINST."

**THE BOARD RECOMMENDS A VOTE "FOR" THE RATIFICATION OF ERNST & YOUNG LLP AS THE COMPANY'S EXTERNAL AUDITORS FOR FISCAL YEAR 2018.**

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OTHER MATTERS

The Company knows of no other matters to be submitted to the meeting. If any other matters properly come before the meeting, it is the intention of the persons named in the enclosed proxy card to vote the shares they represent as the Board may recommend.

THE BOARD OF DIRECTORS

Dated: June 30, 2017

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APPENDIX A

XILINX, INC.

AMENDED AND RESTATED

1990 EMPLOYEE QUALIFIED STOCK PURCHASE PLAN

The following constitute the provisions of the 1990 Employee Qualified Stock Purchase Plan (herein called the "Plan") of Xilinx, Inc. (herein called the "Company").

1. Purpose. The purpose of the Plan is to provide employees of the Company and its Designated Subsidiaries with an opportunity to purchase Common Stock of the Company through accumulated payroll deductions. It is the intention of the Company to have the Plan qualify as an "Employee Stock Purchase Plan" under Section 423 of the Internal Revenue Code of 1986, as amended. The provisions of the Plan shall, accordingly, be construed so as to extend and limit participation in a manner consistent with the requirements of that section of the Code.

2. Definitions.

(a) "Board" shall mean the Board of Directors of the Company.

(b) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(c) "Common Stock" shall mean the Common Stock, \$0.01 par value per share, of the Company.

(d) "Company" shall mean Xilinx, Inc., a Delaware corporation.

(e) "Compensation" shall mean all regular straight time earnings, and all payments for overtime, shift premium, incentive compensation, incentive payments, bonuses, commissions or other compensation.

(f) "Designated Subsidiaries" shall mean the Subsidiaries which have been designated by the Board from time to time in its sole discretion as eligible to participate in the Plan.

(g) "Employee" shall mean any individual who is an employee of the Company or any Designated Subsidiary for purposes of tax withholding under the Code whose customary employment with the Company or any Designated Subsidiary is at least twenty (20) hours per week and more than five (5) months in any calendar year. For purposes of the Plan, the employment relationship shall be treated as continuing intact while the individual is on sick leave or other leave of absence approved by the Company. Where the period of leave exceeds ninety (90) days and the individual's right to reemployment is not guaranteed either by statute or by contract, the employment relationship will be deemed to have terminated on the ninety-first (91st) day of such leave.

(h) "Exercise Date" shall mean the date one day prior to the date six (6) months, twelve (12) months, eighteen (18) months or twenty-four (24) months after the Offering Date of each Offering Period, provided that for the Offering Period which began on July 1, 1998 and the Offering Period which will begin on January 1, 1999, all Exercise Dates occurring after January 1, 1999 shall mean one (1) day prior to the date seven (7) months, thirteen (13) months, nineteen (19) months and twenty-five (25) months after the respective commencement dates of such Offering Periods, and provided further that if an Exercise Date would otherwise occur on a day which is not a Trading Day, such Exercise Date shall be the last Trading Day occurring prior to such day.

(i) "Exercise Period" shall mean a period commencing on an Offering Date or on the day after an Exercise Date and terminating one (1) day prior to the date six (6) months later, provided that the Exercise Period which begins January 1, 1999 shall terminate on July 31, 1999.

(j) "Offering Period" shall mean a period of twenty-four (24) months consisting of four (4) six-month Exercise Periods during which options granted pursuant to the Plan may be exercised, provided that the Offering Period which began on July 1, 1998, and the Offering Period which will begin on January 1, 1999 shall each be twenty-five (25) months long.

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(k) “Offering Date” shall mean the first day of each Offering Period of the Plan.

(l) “Plan” shall mean this 1990 Employee Qualified Stock Purchase Plan, as amended.

(m) “Subsidiary” shall mean a corporation, domestic or foreign, of which not less than 50% of the voting shares are held by the Company or a Subsidiary, whether or not such corporation now exists or is hereafter organized or acquired by the Company or a Subsidiary.

(n) “Trading Day” shall mean a day on which national stock exchanges and the National Association of Securities Dealers Automated Quotation (NASDAQ) System are open for trading.

3. Eligibility.

(a) Any Employee as defined in Section 2 who shall be employed by the Company on the Offering Date of an Offering Period shall be eligible to participate in the Plan, subject to limitations imposed by Section 423(b) of the Code.

(b) Any provisions of the Plan to the contrary notwithstanding, no Employee shall be granted an option under the Plan (i) if, immediately after the grant, such Employee (or any other person whose stock would be attributed to such Employee pursuant to Section 424(d) of the Code) would own stock and/or hold outstanding options to purchase stock possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company or of any subsidiary of the Company, or (ii) which permits his or her rights to purchase stock under all employee stock purchase plans of the Company and its subsidiaries to accrue at a rate which exceeds Twenty-Five Thousand Dollars (\$25,000) of fair market value of such stock (determined at the time such option is granted) for each calendar year in which such option is outstanding at any time.

4. Offering Periods.

(a) The plan shall be implemented by consecutive, overlapping twenty-four (24) month Offering Periods with a new Offering Period commencing on the first Trading Day occurring on or after the first day of February and August of each year. Subject to the requirements of Section 20, the Board of Directors of the Company shall have the power to change the duration of Offering Periods with respect to future offerings without stockholder approval if such change is announced at least fifteen (15) days prior to the scheduled beginning of the first Offering Period to be affected; provided, however, that no Offering Period shall have a duration of more than twenty-seven (27) months.

(b) The Board shall have the power, in its discretion, to establish separate, simultaneous or overlapping Offering Periods having different terms and conditions and to designate the Subsidiary(ies) that may participate in a particular Offering Period, provided that each Offering Period shall individually comply with the terms of the Plan and the requirements of Section 423(b)(5) of the Code that all participants granted an option pursuant to such Offering Period shall have the same rights and privileges within the meaning of such section. Alternatively and in order to comply with the laws of a foreign jurisdiction, the Board shall have the power, in its discretion, to grant options in an Offering Period to citizens or residents of a non-U.S. jurisdiction (without regard to whether they are also citizens of the United States or resident aliens) that provide terms which are less favorable than the terms of options granted under the same Offering Period to Employees resident in the United States.

5. Participation.

(a) An eligible Employee may become a participant in the Plan by completing a subscription agreement authorizing payroll deductions on a form provided by the Company and filing it with the Company’s payroll office on or before the Offering Date of the applicable Offering Period, unless an earlier time for filing the subscription agreement is set by the Board for all eligible Employees with respect to a given offering.

(b) Payroll deductions for a participant shall commence on the first payroll following the Offering Date and shall end on the last Exercise Date of the Offering Period to which such authorization is applicable, unless sooner terminated as provided in Section 11.

6. Payroll Deductions.

(a) At the time a participant files his or her subscription agreement, he or she shall elect to have payroll deductions made on each payday during the Offering Period in an amount not exceeding fifteen percent (15%) or less than two

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percent (2%) of his or her Compensation. The aggregate of such payroll deductions during any Offering Period shall not exceed fifteen percent (15%) of his or her aggregate Compensation during said Offering Period.

(b) All payroll deductions made by a participant shall be credited to his or her account under the Plan and will be withheld in whole percentages only. A participant may not make any additional payments into such account.

(c) A participant may discontinue his or her participation in the Plan as provided in Section 11, or may decrease the rate or amount of his or her payroll deductions during the Offering Period (within the limitations of Section 6(a)) by completing and filing with the Company a new subscription agreement authorizing a change in the rate or amount of payroll deductions; provided, however, that a participant may not decrease the rate or amount of his or her payroll deductions more than once in any month in any Exercise Period. The change in rate shall be effective fifteen (15) days following the Company's receipt of the new authorization or after such shorter period as may be permitted by the Company. Subject to the limitations of Section 6(a), a participant's subscription agreement shall remain in effect for successive Offering Periods unless revised as provided herein or terminated as provided in Section 11.

(d) Notwithstanding the foregoing, to the extent necessary to comply with Section 423(b)(8) of the Code and Section 3(b) herein, a participant's payroll deductions may be decreased to 0% at such time during any Exercise Period which is scheduled to end during the current calendar year that the aggregate of all payroll deductions accumulated with respect to such Exercise Period and any other Exercise Period ending within the same calendar year equal \$21,250. Payroll deductions shall recommence at the rate provided in such participant's subscription agreement at the beginning of the first Exercise Period which is scheduled to end in the following calendar year, unless terminated by the participant as provided in Section 11.

(e) At the time the option is exercised, in whole or in part, or at the time some or all of the Company's Common Stock issued under the Plan is disposed of, the participant must make adequate provision for the Company's federal, state, or other tax withholding obligations, if any, which arise upon the exercise of the option or the disposition of the Common Stock. At any time, the Company may, but will not be obligated to, withhold from the participant's compensation the amount necessary for the Company to meet applicable withholding obligations, including any withholding required to make available to the Company any tax deductions or benefits attributable to sale or early disposition of Common Stock by the Employee.

7. Grant of Option.

(a) On the Offering Date of each Offering Period, each eligible Employee participating in such Offering Period shall be granted an option to purchase on each Exercise Date during such Offering Period (at the per share option price) up to a number of shares of the Company's Common Stock determined by dividing such Employee's payroll deductions accumulated prior to such Exercise Date and retained in the Participant's account as of the Exercise Date by the lower of (i) eighty-five percent (85%) of the fair market value of a share of the Company's Common Stock on the Offering Date or (ii) eighty-five percent (85%) of the fair market value of a share of the Company's Common Stock on the Exercise Date; provided, however, that the maximum number of Shares an Employee may purchase during each Offering Period shall be determined at the Offering Date by dividing \$50,000 by the fair market value of a share of the Company's Common Stock on the Offering Date, and provided further that such purchase shall be subject to the limitations set forth in Section 3(b) and 13 hereof. Exercise of each option during the Offering Period shall occur as provided in Section 8, unless the participant has withdrawn pursuant to Section 11, and each option shall expire at midnight on the last day of the applicable Exercise Period. Fair market value of a share of the Company's Common Stock shall be determined as provided in Section 7(b) herein. Notwithstanding anything to the contrary contained in this Plan, however, the Offering Date for the Offering Period which began on July 1, 1998 shall be deemed (for tax purposes) to be October 8, 1998.

(b) The option price per share of the shares offered in a given Exercise Period shall be the lower of: (i) 85% of the fair market value of a share of the Common Stock of the Company on the Offering Date; or (ii) 85% of the fair market value of a share of the Common Stock of the Company on the Exercise Date. The fair market value of the Company's Common Stock on a given date shall be determined by the Board in its discretion; provided, however, that where there is a public market for the Common Stock, the fair market value per share shall be the closing price of the Common Stock for such date, as reported by the NASDAQ Stock Market, or, in the event the Common Stock is listed on another stock exchange constituting the primary market for the Common Stock, the fair market value per share shall

be the closing price on such exchange on such date, as reported in The Wall Street Journal. In the event the applicable date occurs on a day which is not a Trading Day, the fair market value shall be based on the closing price on the preceding Trading Day.

8. Exercise of Option. During a participant's lifetime, a participant's option to purchase shares hereunder is exercisable only by him or her. Unless a participant withdraws from the Plan as provided in Section 11, hereof, his or her

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option for the purchase of shares shall be exercised automatically on the Exercise Date, and the maximum number of full shares subject to option shall be purchased for such participant at the applicable Purchase Price with the accumulated payroll deductions in his or her account. No fractional shares shall be purchased. Any payroll deductions which remain in a participant's account after the individual has purchased during an Offering Period the maximum number of shares allowable under Section 7 hereof, shall be returned to the participant. Notwithstanding the foregoing, if the payroll deductions remaining in a participant's account following an Exercise Date are in an amount which was not sufficient to purchase an additional full share, then such amount shall be retained in the participant's account to be applied during the same or the subsequent Offering Period.

9. **Delivery.** As promptly as practicable after the Exercise Date of each Exercise Period, the Company shall arrange the delivery to each participant, as appropriate, of a certificate representing the shares purchased upon exercise of his or her option.

10. **Automatic Transfer to Low Price Offering Period.** In the event that the fair market value of the Company's Common Stock is lower on an Exercise Date of an Offering Period (other than the last Exercise Date thereof) than it was on the Offering Date for that Offering Period, all Employees participating in such Offering Period on the Exercise Date shall be deemed to have withdrawn from the Offering Period immediately after the exercise of their option on such Exercise Date and to have enrolled as participants in a new Offering Period which begins on or about the day following such Exercise Date. A participant may elect to remain in the previous short Offering Period by filing a written statement declaring such election with the Company prior to the time of the automatic change to the new Offering Period.

11. **Withdrawal; Termination of Employment.**

(a) A participant may withdraw all but not less than all the payroll deductions credited to his or her account and not yet used to exercise his or her option under the Plan at any time by giving written notice to the Company pursuant to a form to be provided by the Company. All of the participant's payroll deductions credited to his or her account will be paid to such participant as promptly as practicable after receipt of notice of withdrawal and such participant's remaining option or options for the Offering Period will be automatically terminated, and no further payroll deductions for the purchase of shares will be made during the Offering Period. If a participant withdraws from an Offering Period, payroll deductions will not resume at the beginning of the succeeding Offering Period unless the participant delivers to the Company a new subscription agreement.

(b) Upon a participant's ceasing to be an Employee prior to an Exercise Date for any reason, including retirement or death, or upon termination of a participant's employment relationship (as described in Section 2(g)), the payroll deductions credited to such participant's account during the Exercise Period but not yet used to exercise the option will be returned to such participant or, in the case of his or her death, to the person or persons entitled thereto under Section 15, and such participant's remaining option or options will be automatically terminated.

The preceding sentence notwithstanding, a participant who receives payment in lieu of notice of termination of employment shall be treated as continuing to be an Employee for the participant's customary number of hours per week of employment during the period in which the participant is subject to such payment in lieu of notice.

(c) In the event an Employee fails to remain an Employee of the Company for at least twenty (20) hours per week during an Offering Period in which the Employee is a participant, he or she will be deemed to have elected to withdraw from the Plan and the payroll deductions credited to his or her account will be returned to such participant and such participant's remaining option or options terminated.

(d) A participant's withdrawal from an Offering Period will not have any effect upon his or her eligibility to participate in any similar plan which may hereafter be adopted by the Company or in succeeding Offering Periods which commence after the termination of the Offering Period from which the participant withdraws.

12. **Interest.** No interest shall accrue on the payroll deductions of a participant in the Plan.

13. **Stock.**

(a) The maximum number of shares of the Company's Common Stock which shall be made available for sale under the Plan shall be 54,540,000 shares, subject to adjustment upon changes in capitalization of the Company as provided in Section 19. If on a given Exercise Date the number of shares with respect to which options are to be exercised exceeds the number of shares then available under the Plan (after deduction of all shares for which options have

previously

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been exercised), the Company shall make a pro rata allocation to the participants on such Exercise Date of the shares remaining available in as uniform a manner as shall be practicable and as it shall determine to be equitable. In such event, the Company shall give written notice of such reduction of the number of shares subject to the option to each Employee affected thereby and shall similarly reduce the rate of payroll deductions, if necessary.

(b) The participant will have no interest or voting right in shares covered by his or her option until such option has been exercised.

(c) Shares to be delivered to a participant under the Plan will be registered in the name of the participant or in the name of the participant and his or her spouse.

14. Administration.

(a) Administrative Body. The Plan shall be administered by the Board or a committee of members of the Board appointed by the Board. The Board or its committee shall have full and exclusive discretionary authority to construe, interpret and apply the terms of the Plan, to determine eligibility and to adjudicate all disputed claims filed under the Plan. Every finding, decision and determination made by the Board or its committee shall, to the full extent permitted by law, be final and binding upon all parties.

(b) Rule 16b-3 Limitations. Notwithstanding the provisions of Subsection (a) of this Section 14, in the event that Rule 16b-3 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or any successor provision ("Rule 16b-3") provides specific requirements for the administrators of plans of this type, the Plan shall be only administered by such a body and in such a manner as shall comply with the applicable requirements of Rule 16b-3.

15. Designation of Beneficiary.

(a) Subject to compliance with local law and procedures, a participant may file a written designation of a beneficiary who is to receive any shares and cash, if any, from the participant's account under the Plan in the event of such participant's death subsequent to the end of an Exercise Period but prior to delivery to him of such shares and cash. In addition, a participant may file a written designation of a beneficiary who is to receive any cash from the participant's account under the Plan in the event of such participant's death prior to an Exercise Date.

(b) Such designation of beneficiary may be changed by the participant at any time by written notice. In the event of the death of a participant and in the absence of a beneficiary validly designated under the Plan who is living at the time of such participant's death, the Company shall deliver such shares and/or cash to the executor or administrator of the estate of the participant or as otherwise required by applicable law.

16. Transferability. Neither payroll deductions credited to a participant's account nor any rights with regard to the exercise of an option or to receive shares under the Plan may be assigned, transferred, pledged or otherwise disposed of in any way (other than by will, the laws of descent and distribution or as provided in Section 15 hereof) by the participant. Any such attempt at assignment, transfer, pledge or other disposition shall be without effect, except that the Company may treat such act as an election to withdraw funds from an Offering Period in accordance with Section 11.

17. Use of Funds. All payroll deductions received or held by the Company under the Plan may be used by the Company for any corporate purpose, and the Company shall not be obligated to segregate such payroll deductions.

18. Reports. Individual bookkeeping accounts will be maintained for each participant in the Plan. Statements of account will be given to participating Employees annually, which statements will set forth the amounts of payroll deductions, the per share purchase price, the number of shares purchased and the remaining cash balance, if any.

19. Adjustments Upon Changes in Capitalization. Subject to any required action by the stockholders of the Company, the number of shares of Common Stock covered by each option under the Plan which has not yet been exercised and the number of shares of Common Stock which have been authorized for issuance under the Plan but have not yet been placed under option (collectively, the "Reserves") as well as the price per share of Common Stock covered by each option under the Plan which has not yet been exercised, shall be proportionately adjusted for any increase or decrease in the number of issued shares of Common Stock resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Common Stock, or any other increase or decrease in the number of shares of Common Stock effected without receipt of consideration by the Company; provided, however, that conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of

consideration". Such adjustment shall be made by the Board, whose

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determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issue by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares of Common Stock subject to an option.

In the event of the proposed dissolution or liquidation of the Company, the Offering Period will terminate immediately prior to the consummation of such proposed action, unless otherwise provided by the Board. In the event of a proposed sale of all or substantially all of the assets of the Company, or the merger of the Company with or into another corporation, each option under the Plan shall be assumed or an equivalent option shall be substituted by such successor corporation or a parent or subsidiary of such successor corporation, unless the Board determines, in the exercise of its sole discretion and in lieu of such assumption or substitution, to shorten the Offering Period then in progress by setting a new Exercise Date (the "New Exercise Date"). If the Board shortens the Offering Period then in progress in lieu of assumption or substitution in the event of a merger or sale of assets, the Board shall notify each participant in writing, at least ten (10) days prior to the New Exercise Date, that the Exercise Date for his or her option has been changed to the New Exercise Date and that his or her option will be exercised automatically on the New Exercise Date, unless prior to such date he or she has withdrawn from the Offering Period as provided in Section 11. For purposes of this Section, an option granted under the Plan shall be deemed to be assumed if, following the sale of assets or merger the option confers the right to purchase, for each share of option stock subject to the option immediately prior to the sale of assets or merger the consideration (whether stock, cash or other securities or property) received in the sale of assets or merger by holders of Common Stock for each share of Common Stock held on the effective date of the transaction (and if such holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of Common Stock); provided, however, that if such consideration received in the sale of assets or merger was not solely common stock of the successor corporation or its parent (as defined in Section 424(e) of the Code), the Board may, with the consent of the successor corporation, provide for the consideration to be received upon exercise of the option to be solely common stock of the successor corporation or its parent equal in fair market value to the per share consideration received by holders of Common Stock in the sale of assets or merger.

The Board may, if it so determines in the exercise of its sole discretion, also make provision for adjusting the Reserves, as well as the price per share of Common Stock covered by each outstanding option, in the event that the Company effects one or more reorganizations, recapitalizations, rights offerings or other increases or reductions of shares of its outstanding Common Stock, and in the event of the Company being consolidated with or merged into any other corporation.

#### 20. Amendment or Termination.

(a) The Board of Directors of the Company may at any time and for any reason terminate or amend the Plan. Except as provided in Section 19, no such termination can affect options previously granted, provided that an Offering Period may be terminated by the Board of Directors on any Exercise Date if the Board determines that the termination of the Plan is in the best interests of the Company and its stockholders. Except as provided in Section 19, no amendment may make any change in any option theretofore granted which adversely affects the rights of any participant. To the extent necessary to comply with Rule 16b-3 under the Securities Exchange Act of 1934, as amended, or under Section 423 of the Code (or any successor rule or provision or any other applicable law or regulation), the Company shall obtain stockholder approval in such a manner and to such a degree as required.

(b) Without stockholder consent and without regard to whether any participant rights may be considered to have been adversely affected, the Board (or its committee) shall be entitled to change the Offering Periods, limit the frequency and/or number of changes in the amount withheld during an Offering Period, establish the exchange ratio applicable to amounts withheld in a currency other than U.S. dollars, permit payroll withholding in excess of the amount designated by a participant in order to adjust for delays or mistakes in the Company's processing of properly completed withholding elections, establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Common Stock for each participant properly correspond with amounts withheld from the participant's Compensation, and establish such other limitations or procedures as the Board (or its committee) determines in its sole discretion advisable which are consistent with the

Plan.

21. Notices. All notices or other communications by a participant to the Company under or in connection with the Plan shall be deemed to have been duly given when received in the form specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

22. Conditions Upon Issuance of Shares. Shares shall not be issued with respect to an option unless the exercise of such option and the issuance and delivery of such shares pursuant thereto shall comply with all applicable provisions of law, domestic or foreign, including, without limitation, the Securities Act of 1933, as amended, the Securities Exchange Act of

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1934, as amended, the rules and regulations promulgated thereunder, and the requirements of any stock exchange upon which the shares may then be listed, and shall be further subject to the approval of counsel for the Company with respect to such compliance.

As a condition to the exercise of an option, the Company may require the person exercising such option to represent and warrant at the time of any such exercise that the shares are being purchased only for investment and without any present intention to sell or distribute such shares if, in the opinion of counsel for the Company, such a representation is required by any of the aforementioned applicable provisions of law.

23. Term of Plan. The Plan shall continue in effect until January 26, 2030 unless sooner terminated under Section 20.

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APPENDIX B

2007 EQUITY INCENTIVE PLAN

This Xilinx, Inc. 2007 Equity Incentive Plan (hereinafter called the "Plan") was adopted by the Board of Directors of Xilinx, Inc., a Delaware corporation (hereinafter called the "Company") on May 3, 2006, and approved by the Company's stockholders at its annual meeting on July 26, 2006. The Plan became effective as of January 1, 2007 with an initial term of seven (7) years until December 31, 2013. The term of the Plan was extended by the stockholders at the 2013 annual meeting for an additional ten (10) years from December 31, 2013, and the Plan terminates on December 31, 2023.

ARTICLE 1

PURPOSE

The purpose of the Plan is to attract and retain the services of able persons as Employees, Consultants, and Non-Employee Directors of the Company and its Subsidiaries, to provide such persons with a proprietary interest in the Company through the granting of Options, SARs, Restricted Stock, and RSUs, whether granted singly, or in combination, or in tandem, that will (a) increase the interest of such persons in the Company's welfare, and (b) furnish an incentive to such persons to continue their services for the Company and/or Subsidiary.

ARTICLE 2

DEFINITIONS

For purposes of the Plan, unless the context requires otherwise, the following terms shall have the meanings indicated:

2.1 "Award" means the grant of any Incentive Stock Option, Non-qualified Stock Option, SAR, Restricted Stock, or Restricted Stock Unit, whether granted singly, in combination or in tandem.

2.2 "Award Agreement" means a written or electronic agreement between a Participant and the Company, which sets out the terms of the grant of an Award.

2.3 "Award Period" means the period during which one or more Awards granted under an Award Agreement may be exercised or earned.

2.4 "Board" means the Board of Directors of the Company.

2.5 "Cause" shall mean: (i) engaging in financial fraud; (ii) embezzling property of the Company and/or any Subsidiary; (iii) non-payment of an obligation owed to the Company; (iv) breach of fiduciary duty or deliberate disregard of Company rules, code of conduct or policies resulting in loss, damage or injury to the Company; (v) engaging in any activity for, or affiliating with, any competitor of the Company and/or any Subsidiary; (vi) theft of trade secrets or unauthorized disclosure of any confidential information or trade secret of the Company and/or any Subsidiary; or (vii) engaging in conduct that is a violation of securities laws, antitrust and unfair competition laws, the Foreign Corrupt Practices Act, other laws, or which conduct puts the Company and/or any Subsidiary at substantial risk of violating such laws. The Committee, in its sole discretion, shall determine if a Participant's termination of employment or cessation of services is for "Cause."

2.6 "Change of Control." A Change of Control shall occur if:

(a) Any Person, or more than one Person acting as a group, acquires ownership of Shares of the Company that, together with stock held by such Person or group, constitutes more than 50% of the total Fair Market Value or total voting power of the Shares of the Company. However, if any one Person or more than one Person acting as a group, is considered to own more than 50% of the total Fair Market Value or total voting power of the Shares of the Company, the acquisition of additional Shares by the same Person or Persons is not considered to cause a Change in Control;

(b) A majority of members of the Board of Directors of the Company are replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board of Directors of the Company prior to the date of the appointment or election; or

(c) Any one Person, or more than one Person acting as a group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person or Persons) all or substantially all the assets of the Company.



2.7 "Code" means the U.S. Internal Revenue Code of 1986, as amended, together with the published rulings, regulations, and interpretations duly promulgated thereunder.

2.8 "Committee" means the Compensation Committee of the Board or such other Committee appointed or designated by the Board to administer the Plan.

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2.9 "Company" means Xilinx, Inc., a Delaware corporation, and any successor entity.

2.10 "Consultant" means each individual who performs services for the Company and/or any Subsidiary, and who is determined by the Committee to be a consultant to the Company and/or Subsidiary.

2.11 "Covered Participant" means a Participant who is a "covered employee" as defined in Section 162(m)(3) of the Code, and the regulations promulgated thereunder, and any individual the Committee determines should be treated as such a covered employee.

2.12 "Date of Grant" means "date of grant" as determined by the Committee consistent with Statement of Financial Accounting Standards 123(R).

2.13 "Director" means a member of the Board or the board of directors of any Subsidiary.

2.14 "Disability" means total and permanent disability of a Participant as described in Section 22(e)(3) of the Code.

2.15 "Employee" means each individual treated as an employee in the records of the Company and/or any Subsidiary. The Company shall determine in good faith and in the exercise of its discretion whether an individual has become or has ceased to be an Employee and the effective date of such individual's employment or termination of employment, as the case may be.

2.16 "Exchange Act" means the Securities Exchange Act of 1934, as amended.

2.17 "Exercise Date" means the date specified in the Participant's Exercise Notice, on which the Participant seeks to exercise an Option or SAR.

2.18 "Exercise Notice" means the electronic or written notice from the Participant to the Company (or to a designated broker acting as agent for the Company) notifying the Company or designated broker, as applicable, that the Participant seeks to exercise an Option or SAR.

2.19 "Fair Market Value" of a Share means:

(a) If the Share is listed on any established stock exchange or a national market system, including, without limitation, the Nasdaq Global Market or The Nasdaq SmallCap Market of The Nasdaq Stock Market, its Fair Market Value shall be its closing sales price (or the closing bid, if no sales were reported) as quoted on such exchange or system for the date of determination, as reported in The Wall Street Journal or such other source as the Committee deems reliable;

(b) If the Share is regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a Share shall be the mean between the high bid and low asked prices for the Share on the date of determination, as reported in The Wall Street Journal or such other source as the Committee deems reliable; or

(c) In the absence of an established market for the Share, the Fair Market Value shall be determined in good faith by the Committee.

2.20 "Good Reason" means the assignment to the Participant of duties that result in a material diminution of the Participant's duties and responsibilities. The Committee, in its sole discretion, shall determine whether a Participant's termination from employment or cessation of services is for "Good Reason."

2.21 "Incentive Stock Option" or "ISO" means an incentive stock option within the meaning of Section 422 of the Code, granted pursuant to this Plan.

2.22 "Non-Employee Director" means a member of the Board or the board of directors of any Subsidiary who is not an Employee.

2.23 "Non-qualified Stock Option" or "NQSO" means a stock option, granted pursuant to this Plan that is not intended to comply with the requirements set forth in Section 422 of the Code.

2.24 "Option" means either an ISO or NQSO.

2.25 "Option Price" means the price which must be paid by a Participant upon exercise of an Option to purchase a Share.

2.26 "Participant" shall mean an Employee, Consultant, or Non-Employee Director to whom an Award is granted under this Plan.

2.27 "Performance Goal" means the performance goals or objectives established by the Committee as a condition precedent to the vesting of an Award. The Performance Goals related to a Covered Participant are listed in Article 10 of this Plan. The Performance Goals related to a Participant who is not a Covered Participant shall be determined by

the Committee in its sole discretion.

2.28 "Performance Period" means the time period designated by the Committee during which Performance Goals must be met.

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2.29 "Person" shall mean any individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization, government or political subdivision thereof or other entity.

2.30 "Plan" means this Xilinx, Inc. 2007 Equity Incentive Plan, as amended from time to time.

2.31 "Restricted Stock" means Shares issued or transferred to a Participant pursuant to Section 6.5 of this Plan which are subject to restrictions or limitations set forth in this Plan and in the related Award Agreement.

2.32 "Restricted Stock Unit" or "RSU" means a unit denominating a Share that gives the right to receive a payment in cash and/or Shares, and which is subject to restrictions, as described under Section 6.5 of the Plan and in the related Award Agreement.

2.33 "SAR" or "Stock Appreciation Right" means the right to receive a payment, in cash and/or Shares, equal to the excess of the Fair Market Value of a specified number of Shares on the date the SAR is exercised over the SAR Price for such Shares.

2.34 "SAR Price" means the Fair Market Value of each Share covered by a SAR on the Date of Grant of such SAR.

2.35 "SEC" shall mean the U.S. Securities and Exchange Commission.

2.36 "Section 16 Insider" means an officer or Director of the Company or any other Participant whose transactions in Shares are subject to the short-swing profit liabilities of Section 16 of the Exchange Act.

2.37 "Service" means a Participant's employment or service with the Company or its Subsidiaries whether in the capacity of an Employee, Director or Consultant. A Participant's Service shall not be deemed to have terminated merely because of a change in the capacity in which the Participant renders such Service.

2.38 "Shares" means the Company's common stock.

2.39 "Subsidiary" means a "subsidiary corporation," as defined under Section 424(f) of the Code.

ARTICLE 3

ADMINISTRATION

3.1 The Committee shall administer the Plan unless otherwise determined by the Board. However, any Awards granted to members of the Committee (other than pursuant to the automatic grant program under Article 11) must be authorized by a disinterested majority of the Board. The Board may, in its discretion and in accordance with applicable law, delegate authority to one or more elected officers of the Company to grant Awards to Participants who are not Section 16 Insiders. In that event, the applicable provisions of the Plan will be interpreted to permit such officers to take the actions otherwise conferred on the Committee to the extent necessary or appropriate to implement such delegation.

3.2 Members of the Committee shall serve for such period of time as the Board may determine and may be removed by the Board at any time. The Board may also at any time terminate the functions delegated to any officer pursuant to Section 3.1, and reassume all powers and authority previously delegated to such officer.

3.3 The Committee shall determine and designate from time to time the eligible persons to whom Awards will be granted and shall set forth in each related Award Agreement the Award Period, the Date of Grant, and such other terms, provisions, limitations, and Performance Goals, as are approved by the Committee, but not inconsistent with the Plan, including, but not limited to, any rights of the Committee to cancel or rescind any such Award.

3.4 The Committee, in its discretion, shall (i) interpret the Plan, (ii) prescribe, amend, and rescind any rules and regulations necessary or appropriate for the administration of the Plan, and (iii) make such other determinations and take such other action as it deems necessary or advisable in the administration of the Plan, including, but not limited to, creating sub-plans to take advantage of favorable tax-treatment, or otherwise provide for grants of Awards to Employees, Consultants, or Non-Employee Directors of the Company and/or any Subsidiary residing in non-U.S. jurisdictions. Any interpretation, determination, or other action made or taken by the Committee shall be final, binding and conclusive on all interested parties.

3.5 With respect to restrictions in the Plan that are based on the requirements of Section 422 of the Code, Section 162(m) of the Code, the rules of any exchange or inter-dealer quotation system upon which the Company's securities are listed or quoted, or any other applicable law, rule or restriction (collectively, "applicable law"), to the extent that any such restrictions are no longer required by applicable law, the Committee shall have the sole discretion and authority to grant Awards that are not subject to such mandated restrictions and/or to waive any such mandated

restrictions with respect to outstanding Awards.

ARTICLE 4

ELIGIBILITY

The Committee, upon its own action, may grant, but shall not be required to grant, an Award to any Employee, Consultant, or Non-Employee Director. Awards may be granted by the Committee at any time and from time to time to new Participants, or to then Participants, or to a greater or lesser number of Participants, and may include or exclude previous Participants, as the

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Committee shall determine. Except as required by this Plan, different Awards need not contain similar provisions. The Committee's determinations under the Plan (including, without limitation, the determination of the individual who is to receive an Award, the form, amount and timing of such Award, and the terms and provisions of such Award and the agreements evidencing the same) need not be uniform and may be made by it selectively among Employees, Consultants, or Non-Employee Directors who receive, or are eligible to receive, Awards under the Plan.

### ARTICLE 5

#### SHARES SUBJECT TO PLAN

5.1 Total Shares Available. Subject to adjustment as provided in Articles 14 and 15, the maximum number of Shares that may be delivered pursuant to Awards granted under the Plan is 45,900,000, all of which may be granted as Incentive Stock Options.

5.2 Source of Shares. Shares to be issued may be made available from authorized but unissued Shares, Shares held by the Company in its treasury, or Shares purchased by the Company on the open market or otherwise. During the term of this Plan, the Company will at all times reserve and keep available a number of Shares that shall be sufficient to satisfy the requirements of this Plan.

5.3 Restoration and Retention of Shares. If any Shares subject to an Award shall not be issued or transferred to a Participant and shall cease to be issuable or transferable to a Participant because of the forfeiture, termination, expiration or cancellation, in whole or in part, of such Award or for any other reason, or if any such Shares shall, after issuance or transfer, be reacquired by the Company because of the Participant's failure to comply with the terms and conditions of an Award or for any other reason, the Shares not so issued or transferred, or the Shares so reacquired by the Company, as the case may be, shall no longer be charged against the limitation provided for in Section 5.1 and may be used thereafter for additional Awards under the Plan. To the extent an Award under the Plan is settled or paid in cash, Shares subject to such Award will not be considered to have been issued and will not be applied against the maximum number of Shares provided for in Section 5.1. If an Award may be settled in Shares or cash, such Shares shall be deemed issued only when and to the extent that settlement or payment is actually made in Shares. To the extent an Award is settled or paid in cash, and not Shares, any Shares previously reserved for issuance or transfer pursuant to such Award will again be deemed available for issuance or transfer under the Plan, and the maximum number of Shares that may be issued or transferred under the Plan shall be reduced only by the number of Shares actually issued and transferred to the Participant. The Committee may, from time to time, adopt and observe such procedures concerning the counting of Shares against the Plan maximum as it may deem appropriate.

### ARTICLE 6

#### GRANT OF AWARDS

6.1 Award Agreement. The grant of an Award shall be authorized by the Committee and may be evidenced by an Award Agreement setting forth the term of the Award, including the total number of Shares subject to the Award, the Option Price (if applicable), the Award Period, the Date of Grant, and such other terms, provisions, limitations, and Performance Goals, as are approved by the Committee, but not inconsistent with the Plan. The Company may execute an Award Agreement with a Participant after the Committee approves the issuance of an Award. The grant of an Award to a Participant shall not be deemed either to entitle the Participant to, or to disqualify the Participant from, the receipt of any other Award under the Plan.

6.2 Limitations on Awards. The Plan is subject to the following limitations:

(a) Options. The Option Price cannot be less than 100% of the Fair Market Value of the Share(s) underlying the Option on the Date of Grant of such Option.

(b) SARs. The SAR Price of a SAR cannot be less than 100% of the Fair Market Value of the Share(s) underlying the SAR on the Date of Grant of such SAR.

(c) Calendar Year Share Limit. Subject to the adjustments as provided in Articles 14 and 15, the aggregate Awards granted under the Plan to any Participant during any calendar year shall not exceed:

(i) 4,000,000 Shares subject to Options, SARs or a combination of the foregoing; and

(ii) 2,000,000 Shares subject to Awards other than Options or SARs.

(d) Calendar Year Cash Limit. No Participant may receive during any calendar year Awards under the Plan that are to be settled in cash covering an aggregate of more than \$6,000,000.

(e) Non-Employee Director Annual Award Limit. Notwithstanding any other provision of the Plan to the contrary, the aggregate grant date fair value (computed as of the Date of Grant in accordance with applicable financial accounting rules) of all Awards granted to any Non-Employee Director during any single fiscal year, taken together with any cash fees paid to such Non-Employee Director during such fiscal year, shall not exceed \$750,000.

(f) Term. The term of Awards may not exceed seven (7) years.

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(g) Repricing. The Committee shall not reprice an Option or SAR, whether by directly lowering the exercise price, through the cancellation of an Option or SAR in exchange for a new Option or SAR having a lower exercise price, or by substituting Restricted Stock or RSU awards in place of the Option or SAR, without stockholder approval.

(h) Minimum Vesting. Except with respect to five percent (5%) of the maximum number of Shares that may be issued under the Plan, as provided in Section 5.1, no Award which vests on the basis of the Participant's continued Service shall vest earlier than one year following the date of grant of such Award and no Award which vests on the basis of attainment of Performance Goals shall provide for a Performance Period of less than one year; provided, however, that such limitations shall not preclude the acceleration of vesting of such Award upon the death or disability of the Participant, or in connection with a Change of Control.

6.3 Rights as Stockholder. Until the issuance of the Shares (as evidenced by the appropriate entry on the books of the Company or any authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder of the Company shall exist with respect to such Shares, notwithstanding the exercise of any Award. No adjustment will be made for a dividend or other rights for which the record date is prior to the date Shares are issued. Notwithstanding any other provision of the Plan, dividends otherwise payable with respect to issued Shares that remain subject to vesting conditions pursuant to the terms of the applicable Award shall be made subject to the same vesting conditions and shall be accumulated and paid if and when such vesting conditions are satisfied.

6.4 Options.

(a) In General. The Committee may grant Options under the Plan. ISOs may be granted only to Employees. NQSOs may be granted to Employees, Consultants, and Non-Employee Directors. With respect to each Option, the Committee shall determine the number of Shares subject to the Option, the Option Price, the term of the Option, the time or times at which the Option may be exercised and whether the Option is an ISO or an NQSO.

(b) Vesting. Subject to Article 15 of the Plan, Options shall vest upon satisfaction of the conditions set forth in the Award Agreement. Such conditions may provide for vesting based on (i) length of continuous service, (ii) achievement of specific business objectives, (iii) increases in specified indices, (iv) attainment of specified growth rates, or (v) other Performance Goals, as may be determined by the Committee in its sole discretion.

(c) Special Rule for ISOs. If the aggregate Fair Market Value of Shares (determined as of the Date of Grant) underlying ISOs that first become exercisable during any calendar year exceeds \$100,000, the portion of the Option or Options not exceeding \$100,000, to the extent of whole Shares, will be treated as an ISO and the remaining portion of the Option or Options will be treated as an NQSO. The preceding sentence will be applied by taking Options into account in the order in which they were granted.

6.5 Restricted Stock/Restricted Stock Units. If Restricted Stock and/or Restricted Stock Units are granted to a Participant under an Award, the Committee shall establish: (i) the number of Shares of Restricted Stock and/or the number of Restricted Stock Units awarded, (ii) the price, if any, to be paid by the Participant for such Restricted Stock and/or Restricted Stock Units, (iii) the time or times within which such Award may be subject to forfeiture, (iv) Performance Goals of the Company, a Subsidiary, any division thereof or any group of Employees of the Company, or other criteria, if any, which the Committee determines must be met in order to remove any restrictions (including vesting) on such Award, and (v) all other terms, limitations, restrictions, and conditions of the Restricted Stock and/or Restricted Stock Units, which shall be consistent with this Plan. The provisions of Restricted Stock and/or Restricted Stock Units need not be the same with respect to each Participant.

(a) Legend on Shares. Each Participant who is awarded Restricted Stock shall be issued the number of Shares specified in the Award Agreement for such Restricted Stock, and such Shares shall be recorded in the Share transfer records of the Company and ownership of such Shares shall be evidenced by a certificate or book entry notation in the Share transfer records of the Company. Such Shares shall be registered in the name of the Participant, and shall bear or be subject to an appropriate legend referring to the terms, conditions and restrictions applicable to such Restricted Stock. The Committee may require that the Share certificates or other evidence of ownership of the Shares of Restricted Stock be held in custody by the Company until the restrictions thereon shall have lapsed, and that the Participant deliver to the Committee a share power or share powers, endorsed in blank, relating to the Shares of Restricted Stock.



(b) Restrictions and Conditions. Shares of Restricted Stock and Restricted Stock Units shall be subject to the following restrictions and conditions:

(i) Subject to the other provisions of this Plan and the terms of the particular Award Agreements, during such period as may be determined by the Committee commencing on the Date of Grant (the "Restriction Period"), the Participant shall not be permitted to sell, transfer, pledge or assign Shares of Restricted Stock and/or Restricted Stock Units.

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(ii) Except as provided in subparagraph (i) above and subject to the terms of a Participant's Award Agreement, the Participant shall have, with respect to his or her Restricted Stock, all of the rights of a stockholder of the Company, including the right to vote the Shares, and the right to receive any dividends thereon, subject to Section 6.3. Certificates or evidence of ownership of Shares free of restriction under this Plan shall be delivered to the Participant promptly after, and only after, the Restriction Period shall expire without forfeiture in respect of such Shares. Certificates for the Shares forfeited under the provisions of the Plan shall be promptly returned to the Company by the forfeiting Participant. Each Participant, by his or her acceptance of Restricted Stock, shall irrevocably grant to the Company a power of attorney to transfer any Shares so forfeited to the Company and agrees to execute any documents requested by the Company in connection with such forfeiture and transfer.

(iii) The Restriction Period of Restricted Stock and/or Restricted Stock Units shall commence on the Date of Grant and, subject to Article 15 of the Plan, shall expire upon satisfaction of the conditions set forth in the Award Agreement; such conditions may provide for vesting based on (i) length of continuous service, (ii) achievement of specific business objectives, (iii) increases in specified indices, (iv) attainment of specified growth rates, or (v) other Performance Goals, as may be determined by the Committee in its sole discretion.

### 6.6 SARs.

(a) In General. A SAR shall entitle the Participant to surrender to the Company the SAR, or a portion thereof, as the Participant shall choose, and to receive from the Company in exchange therefore cash or Shares in an amount equal to the excess (if any) of the Fair Market Value (as of the date of the exercise of the SAR) per Share over the SAR Price per Share specified in such SAR, multiplied by the total number of Shares of the SAR being surrendered. In the discretion of the Committee, the Company may satisfy its obligation upon exercise of a SAR by the distribution of that number of Shares having an aggregate Fair Market Value (as of the date of the exercise of the SAR) equal to the amount of cash otherwise payable to the Participant, with a cash settlement to be made for any fractional Shares, or the Company may settle such obligation in part with Shares and in part with cash.

(b) Vesting. Subject to Article 15 of the Plan, SARs shall vest upon satisfaction of the conditions set forth in the Award Agreement; such conditions may provide for vesting based on (i) length of continuous service, (ii) achievement of specific business objectives, (iii) increases in specified indices, (iv) attainment of specified growth rates, or (v) other Performance Goals, as may be determined by the Committee in its sole discretion.

## ARTICLE 7

### AWARD PERIOD; VESTING

The Committee, in its sole discretion, may determine that an Award will be immediately exercisable or vested, in whole or in part, or that all or any portion may not be exercised or vest until a date, or dates, subsequent to its Date of Grant, or until the occurrence of one or more specified events, subject in any case to the terms of the Plan. If the Committee imposes conditions upon exercise or vesting, then subsequent to the Date of Grant, the Committee may, in its sole discretion, accelerate the date on which all or any portion of the Award may be exercised or vested.

## ARTICLE 8

### TERMINATION OF SERVICE

The provisions of this Article 8 shall apply to each Award granted under the Plan other than an Outside Director RSU Award granted pursuant to Article 11, unless otherwise provided in an applicable Award Agreement.

8.1 In General. If a Participant's Service is terminated or ceases, other than for Good Reason, Cause, or by reason of death or Disability, then the portion of any Award that is not vested as of the date of such termination or cessation shall automatically lapse and be forfeited. The portion, if any, of any Option or SAR that is vested as of the date of such termination or cessation shall automatically lapse and be forfeited at the close of business on the 30th day following the date of such Participant's termination or cessation (or if earlier, upon the expiration of the term of the Option or SAR), subject to Section 8.6 and 8.7 below, to the extent applicable.

8.2 Death or Disability. If a Participant's employment as an Employee, or service as a Consultant or Non-Employee Director is terminated by reason of Disability, then the portion of any Award that is not vested as of the date of such termination shall automatically lapse and be forfeited. The portion, if any, of any Option or SAR that is vested as of the date of such termination shall automatically lapse and be forfeited at the close of business on the

12-month anniversary of the date of such Participant's termination (or if earlier, upon the expiration of the option term). If a Participant's employment as an Employee, or service as a Consultant or Non-Employee Director is terminated by reason of death, vesting of the unvested portion of any

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Award shall be accelerated on the date of such termination so that the Participant's Award shall vest with respect to an additional number of Shares in which the Participant would have vested if the Participant had remained in employment or service for a period of 12 months following such termination. Any such vested Award shall automatically lapse and be forfeited at the close of business on the 12-month anniversary of the date of such Participant's death (or if earlier, upon the expiration of the term of the Option or SAR).

8.3 Suspension or Termination for Cause. If at any time (including after a notice of exercise has been delivered) the Committee reasonably believes that a Participant has committed an act of misconduct as described in Section 2.5, the Committee or an officer of the Company authorized by the Committee may suspend the Participant's right to receive the benefit of any Award pending a determination by the Committee of whether an act of misconduct amounting to Cause has been committed. If at any time a Participant's employment as an Employee, or service as a Consultant or Non-Employee Director is terminated by the Company for Cause, the Participant's entire Award, whether vested or unvested, shall automatically lapse and be forfeited on the date of such termination. Any determination by the Committee with regard to the foregoing shall be final, conclusive and binding on all interested parties. For any Participant who is an "executive officer" for purposes of Section 16 of the Exchange Act, the determination of the Committee shall be subject to the approval of the Board of Directors.

8.4 Termination for Good Reason. If a Participant's employment as an Employee, or service as a Consultant or Non-Employee Director is terminated for Good Reason, the portion of any Award that is not vested as of the date of such termination shall automatically lapse and be forfeited. The portion, if any, of any Option or SAR that is vested as of the date of such termination shall automatically lapse and be forfeited at the close of business on the 12-month anniversary of the date of such Participant's termination (or if earlier, upon the expiration of the term of the Option or SAR).

8.5 Leave of Absence; Transfer. For purposes of this Plan, a Participant shall not be deemed to have a termination of employment or a cessation of services, if the Participant is either on a leave of absence approved by the Company or any Subsidiary, or the Participant transfers between locations of the Company or any Subsidiary. Notwithstanding the above, vesting of Awards shall cease while a Participant is on a leave of absence unless the Committee or applicable laws and regulations determine(s) otherwise.

8.6 Extension if Exercise is Prevented by Law. Notwithstanding the foregoing, if the exercise of an Option or SAR within the applicable periods set forth in this Article 8 is prevented by the provisions of Section 18.6, the Option or SAR shall remain exercisable until 30 days after the date the Participant is notified by the Company that the Option or SAR is exercisable, but in any event, no later than the expiration of the term of the Option or SAR.

8.7 Extension if Participant is a Section 16 Insider. Notwithstanding the foregoing, other than termination for Good Reason, Cause or by reason of death or Disability, if the Participant is a Section 16 Insider at the time of termination or cessation of Service, then the portion of any Award that is not vested as of the date of such termination or cessation shall automatically lapse and be forfeited. The portion, if any, of any Option or SAR that is vested as of the date of such termination or cessation of Service shall automatically lapse and be forfeited at the close of business on the last business day of the seventh month following the date of Participant's termination or cessation of Service (or if earlier, upon the expiration of the term of the Option or SAR).

## ARTICLE 9

### EXERCISE OF AWARD

#### 9.1 In General.

(a) A vested Award may be exercised at such times and in such amounts as provided in this Plan and the applicable Award Agreement, subject to the terms, conditions and restrictions of the Plan.

(b) In no event may an Award be exercised or Shares be issued pursuant to an Award if a necessary listing or quotation of the Shares on a stock exchange or inter-dealer quotation system or any registration under, or compliance with, any laws required under the circumstances has not been accomplished. No Award may be exercised for a fractional Share.

#### 9.2 Stock Options.

(a) Subject to such administrative regulations as the Committee may from time to time adopt, an Option may be exercised by the delivery of the Exercise Notice to the Company (or designated broker, as agent for the Company). On

the Exercise Date, the Participant shall deliver to the Company (or designated broker, as agent for the Company) consideration with a value equal to the total Option Price of the Shares to be purchased. The acceptable form(s) of consideration for the total Option Price shall be specified in the Award Agreement. Such consideration may include the following: (i) cash, check, bank draft, or money order payable to the order of the Company, (ii) Shares owned by the Participant on the Exercise Date, valued at their Fair Market Value on the Exercise Date, (iii) by delivery (including by fax) to the Company (or designated broker, as agent for the Company) of an executed irrevocable option exercise form

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together with irrevocable instructions from the Participant to a broker or dealer, reasonably acceptable to the Company, to sell certain of the Shares purchased upon exercise of the Option and promptly deliver to the Company the amount of sale proceeds necessary to pay such purchase price, (iv) a "cashless exercise" mechanism approved by the Committee, and/or (v) in any other form of valid consideration that is acceptable to the Company in its sole discretion.

(b) Upon payment of all amounts due from the Participant, the Company shall cause Shares then being purchased to be delivered as directed by the Participant (or the person exercising the Participant's Option in the event of his death) at its principal business office promptly after the Exercise Date; provided that if the Participant has exercised an ISO, the Company may, at its option, retain possession of the Shares acquired upon exercise until the expiration of the holding periods described in Section 422(a)(1) of the Code. The obligation of the Company to deliver Shares shall, however, be subject to the condition that if at any time the Committee shall determine in its discretion that the listing, registration, or qualification of the Option or the Shares upon any securities exchange or inter-dealer quotation system or under any state or federal law, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition of, or in connection with, the Option or the issuance or purchase of Shares thereunder, the Option may not be exercised in whole or in part unless such listing, registration, qualification, consent, or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

(c) If the Participant fails to pay for any of the Shares specified in such notice or fails to accept delivery thereof, the Participant's right to purchase such Shares may be terminated by the Company.

9.3 SARs. Subject to the conditions of this Section and such administrative regulations as the Committee may, from time to time, adopt, a SAR may be exercised by the delivery of the Exercise Notice to the Company (or designated broker, as agent for the Company). On the Exercise Date, the Participant shall receive from the Company in exchange for cash in an amount equal to the excess (if any) of the Fair Market Value (as of the date of the exercise of the SAR) per Share over the SAR Price per Share specified in such SAR, multiplied by the total number of Shares of the SAR being surrendered. In the discretion of the Committee, the Company may satisfy its obligation upon exercise of a SAR by the distribution of that number of Shares having an aggregate Fair Market Value (as of the date of the exercise of the SAR) equal to the amount of cash otherwise payable to the Participant, with a cash settlement to be made for any fractional Shares, or the Company may settle such obligation in part with Shares and in part with cash.

9.4 Tax Withholding. The Company or any Subsidiary (as applicable) is hereby authorized to withhold from any Award, from any payment due or transfer made under any Award or under the Plan or from any compensation or other amount owing to a Participant the amount (in cash, Shares, other securities, other Awards or other property) of any applicable withholding taxes with respect to an Award, its exercise, the lapse of restrictions thereon, payment or transfer under an Award or under the Plan, and to take any other action necessary in the opinion of the Company to satisfy all obligations for the payment of the taxes. Such payments shall be required to be made prior to the delivery of any Shares. Such payment may be made in cash, by check, or through the delivery of Shares owned by the Participant (which may be effected by the actual delivery of Shares by the Participant or by the Company's withholding a number of Shares to be issued upon the exercise of a Share, if applicable), or any combination thereof.

## ARTICLE 10

### SPECIAL PROVISIONS APPLICABLE TO COVERED PARTICIPANTS

Awards subject to Performance Goals paid to Covered Participants under this Plan shall be governed by the provisions of this Article 10 in addition to the requirements of Article 6. Should the provisions set forth under this Article 10 conflict with the requirements of Article 6, the provisions of this Article 10 shall prevail.

10.1 Establishment of Performance Goals. All Performance Goals, relating to Covered Participants for a relevant Performance Period shall be established by the Committee in writing prior to the beginning of the Performance Period, or by such other later date for the Performance Period as may be permitted under Section 162(m) of the Code. The Performance Goals may be identical for all Participants or, at the discretion of the Committee, may be different to reflect more appropriate measures of individual performance.

10.2 Performance Goals. The Committee shall establish the Performance Goals relating to Covered Participants for a Performance Period in writing. Performance Goals may include alternative and multiple

Performance Goals and may be based on one or more business and/or financial criteria. In establishing the Performance Goals for the Performance Period, the Committee, in its discretion, may include one or any combination of the following criteria in either absolute or relative terms, for the Company or any Subsidiary, without excluding other criteria:

- (a) Increased revenue;
- (b) Net income measures (including, but not limited to, income after capital costs and income before or after any one or more of the share-based compensation expenses, interest, taxes, appreciation or amortization);
- (c) Stock price measures (including, but not limited to, growth measures and total stockholder return);

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- (d) Market segment share;
- (e) Earnings per Share (actual or targeted growth);
- (f) Cash flow measures (including, but not limited to, net cash flow and net cash flow before financing activities);
- (g) Return measures (including, but not limited to, return on equity, return on average assets, return on capital, risk-adjusted return on capital, return on investors' capital and return on average equity);
- (h) Operating measures (including operating income, gross margin, operating margin, funds from operations, cash from operations, after-tax operating income, sales volumes, production volumes and production efficiency);
- (i) Expense measures (including, but not limited to, overhead cost, research and development expenses and general and administrative expense);
- (j) Product technology leadership metrics; and
- (k) Product quality leadership metrics.

10.3 Compliance with Section 162(m). The Performance Goals must be objective and must satisfy third party "objectivity" standards under Section 162(m) of the Code, and the regulations promulgated thereunder. In interpreting Plan provisions relating to Awards subject to Performance Goals paid to Covered Participants, it is the intent of the Plan to conform with the standards of Section 162(m) of the Code and Treasury Regulation §1.162-27(e)(2)(i), and the Committee in establishing such goals and interpreting the Plan shall be guided by such provisions.

10.4 Adjustments. The Committee is authorized to make adjustments in the method of calculating attainment of Performance Goals in recognition of: (i) unusual or infrequently occurring event or transaction FASB Update 2015-01. Effective years beginning after 12/15/2015, concept of "extraordinary item" eliminated and replaced by exclusion from "income from continuing operations" of "unusual or infrequently occurring items.", (ii) changes in tax laws, (iii) changes in generally accepted accounting principles, (iv) charges related to restructured or discontinued operations, (v) restatement of prior period financial results, and (vi) any other unusual or infrequently occurring gain or loss that is separately identified and quantified in the Company's financial statements. Notwithstanding the foregoing, the Committee may, in its sole discretion, reduce the performance results upon which Awards are based under the Plan, to offset any unintended result(s) arising from events not anticipated when the Performance Goals were established, or for any other purpose, provided that such adjustment is permitted by Section 162(m) of the Code.

10.5 Discretionary Adjustments. The Performance Goals shall not allow for any discretion by the Committee as to an increase in any Award, but discretion to lower an Award is permissible.

10.6 Certification. The Award and payment of any Award under this Plan to a Covered Participant with respect to a relevant Performance Period shall be contingent upon the attainment of the Performance Goals that are applicable to such Covered Participant. The Committee shall certify in writing prior to payment of any such Award that such applicable Performance Goals relating to the Award are satisfied. Approved minutes of the Committee may be used for this purpose.

10.7 Other Considerations. All Awards to Covered Participants under this Plan shall be further subject to such other conditions, restrictions and requirements as the Committee may determine to be necessary to carry out the purpose of this Article 10.

ARTICLE 11

AUTOMATIC OUTSIDE DIRECTOR RESTRICTED STOCK UNIT AWARDS

The Committee may from time to time establish an automatic grant program for Non-Employee Directors who are members of the Board (each an "Outside Director"). Unless and until otherwise determined by the Committee, Awards of Restricted Stock Units (each an "Outside Director RSU Award") shall be granted automatically without any further action of the Committee and without payment of any monetary consideration by an Outside Director as follows:

11.1 Initial Grants. Each individual who is first elected or appointed as an Outside Director at any time on or after August 13, 2014 and who has not previously been an employee member of the Board shall be granted automatically, on the first trading day occurring on or after the 10th day of the month next following the date of such initial election or appointment, an Outside Director RSU Award consisting of a whole number of Restricted Stock Units (rounded to the nearest unit) determined by multiplying (a) the quotient of \$200,000.00 and the Fair Market Value of a Share on the grant date by (b) the ratio of (i) the difference between 365 and the number of days elapsed



between the date of the most recent annual meeting of the stockholders of the Company and the date of such initial election or appointment, to (ii) 365. Notwithstanding the foregoing, an individual who is first elected or appointed as an Outside Director on the date of an annual meeting of the stockholders of the Company shall be granted an initial Outside Director RSU Award in the manner described in Section 11.2.

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11.2 Annual Grants. On the date of the 2014 annual meeting of the stockholders of the Company and on the date of each subsequent annual meeting of the stockholders of the Company, each Outside Director continuing in office following such meeting shall be granted automatically an Outside Director RSU Award consisting of a whole number of Restricted Stock Units (rounded to the nearest unit) determined by the quotient of \$200,000.00 and the Fair Market Value of a Share on the grant date.

11.3 Terms of Outside Director RSU Awards. The terms of the Outside Director RSU Awards shall be as follows:

(a) Vesting; Termination of Service. Subject to Section 15.4, each Outside Director RSU Award granted on or after May 12, 2010 shall vest in full and the Restriction Period shall lapse on the day immediately preceding the day of the next annual meeting of the stockholders of the Company following the grant date, provided that the Outside Director's Service has continued through such vesting date. In the event of an Outside Director's death, the vesting of such individual's Outside Director RSU Awards shall be accelerated on the date of death so that such Awards shall be vested to the extent they would have vested if the Outside Director had remained in Service for a period of 12 months following death. Any portion of an Outside Director RSU Award which remains unvested following the Outside Director's termination of Service shall automatically lapse and be forfeited.

(b) Settlement. Outside Director RSU Awards shall be settled by the issuance to the Participant of Shares on the date which is the later of (i) the date on which such Award vests or (ii) a deferred settlement date elected in accordance with Section 11.3(c).

(c) Deferred Settlement Election. On or before the last day of each calendar year, each Outside Director who is then in office shall be entitled to make a deferred settlement election that will apply to each Outside Director RSU Award granted to such Outside Director in the following calendar year. Each such deferred settlement election shall be subject to such conditions and shall be made in accordance with such procedures as shall be established from time to time by the Committee, and shall in all respects comply with the applicable requirements of Section 18.1 of the Plan and Section 409A of the Code and the regulations thereunder.

## ARTICLE 12

### AMENDMENT OR DISCONTINUANCE

Subject to the limitations set forth in this Article 12, the Board may, at any time and from time to time, without the consent of the Participants, alter, amend, revise, suspend, or discontinue the Plan, in whole or in part; provided, however, that no amendment which requires stockholder approval under the rules of the national exchange on which Shares are listed (or in order for the Plan and Awards awarded under the Plan to comply with Section 422 or Section 162(m) of the Code, including any successors to such sections), shall be effective unless such amendment shall be approved by the requisite vote of the stockholders of the Company entitled to vote thereon; and, provided further, that, subject to Section 18.1, no amendment shall adversely affect any rights of Participants or obligations of the Company to Participants with respect to any Award theretofore granted under the Plan without the written consent of the affected Participant.

## ARTICLE 13

### EFFECTIVE DATE AND TERM

The Plan was effective as of January 1, 2007 and had an initial term of seven (7) years from its effective date until December 31, 2013. At the 2013 Annual Meeting of Stockholders, the stockholders approved an extension of the term of the Plan for an addition ten (10) years from December 31, 2013. Accordingly, subject to earlier termination pursuant to Article 11, the Plan shall have an additional term of ten (10) years from December 31, 2013 and will terminate on December 31, 2023. After termination of the Plan, no future Awards may be made. However, any Awards granted before that date will continue to be effective in accordance with their terms and conditions.

## ARTICLE 14

### CAPITAL ADJUSTMENTS

14.1 In General. If at any time while the Plan is in effect, or Awards are outstanding, there shall be any increase or decrease in the number of issued and outstanding Shares resulting from (1) the declaration or payment of a

stock dividend, (2) any recapitalization resulting in a stock split-up, combination, or exchange of Shares, or (3) other increase or decrease in such Shares effected without receipt of consideration by the Company, then:

(a) An equitable adjustment shall be made in the maximum number of Shares then subject to being awarded under the Plan and in the maximum number of Shares that may be awarded to a Participant to the extent that the same proportion of the Company's issued and outstanding Shares shall continue to be subject to being so awarded.

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(b) Equitable adjustments shall be made in the number of Shares and the Option Price thereof then subject to purchase pursuant to each such Option previously granted and unexercised, to the extent that the same proportion of the Company's issued and outstanding Shares in each such instance shall remain subject to purchase at the same aggregate Option Price.

(c) Equitable adjustments shall be made in the number of SARs and the SAR Price thereof then subject to exercise pursuant to each such SAR previously granted and unexercised, to the extent that the same proportion of the Company's issued and outstanding Shares in each instance shall remain subject to exercise at the same aggregate SAR Price.

(d) Equitable adjustments shall be made in the number of outstanding Shares of Restricted Stock and the number of Restricted Stock Units with respect to which restrictions have not yet lapsed prior to any such change.

14.2 Issuance of Shares or Other Convertible Securities. Except as otherwise expressly provided herein, the issuance by the Company of Shares of any class, or securities convertible into Shares of any class, either in connection with direct sale or upon the exercise of rights or warrants to subscribe therefor, or upon conversion of Shares or obligations of the Company convertible into such Shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to (i) the number of or Option Price of Shares then subject to outstanding Options granted under the Plan, (ii) the number of or SAR Price or SARs then subject to outstanding SARs granted under the Plan, (iii) the number of outstanding Shares of Restricted Stock, or (iv) the number of outstanding Restricted Stock Units.

14.3 Notification. Upon the occurrence of each event requiring an adjustment with respect to any Award, the Company shall notify each affected Participant of its computation of such adjustment, which shall be conclusive and shall be binding upon each such Participant.

ARTICLE 15

RECAPITALIZATION; CHANGE OF CONTROL

15.1 Adjustments, Recapitalizations, Reorganizations, or Other Adjustments. The existence of this Plan and Awards granted hereunder shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations, or other changes in the Company's capital structure and its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or preference stocks ranking prior to or otherwise affecting the Shares or the rights thereof (or any rights, options, or warrants to purchase same), or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

15.2 Acquiring Entity. Subject to any required action by the stockholders, if the Company shall be the surviving or resulting corporation in any merger, consolidation or Share exchange, any Award granted hereunder shall pertain to and apply to the securities or rights (including cash, property, or assets) to which a Participant would have been entitled had the Participant been a stockholder of the Company immediately prior to such transaction.

15.3 Acquired Entity. In the event of any merger, consolidation or Share exchange pursuant to which the Company is not the surviving or resulting corporation, there shall be substituted for each or any Share subject to the unexercised portions of such outstanding Award, that number of Shares of each class of stock or other securities or that amount of cash, property, or assets of the surviving, resulting or consolidated company which were distributed or distributable to the stockholders of the Company in respect to each or any Share held by them, such outstanding Awards to be thereafter exercisable or settled for such stock, securities, cash, or property in accordance with their terms. Notwithstanding the foregoing, however, all or any portion of Awards may be canceled by the Company immediately prior to the effective date of any such reorganization, merger, consolidation, Share exchange or any dissolution or liquidation of the Company by giving notice to each holder thereof or his or her personal representative of its intention to do so and by permitting the purchase during the 30 day period next preceding such effective date of all or any portion of the Shares subject to such outstanding Awards whether or not such Awards are then vested or exercisable.

15.4 Change of Control. In the event of a Change of Control, notwithstanding any other provision in this Plan to the contrary, the Committee may, in its sole discretion, and to such extent, if any, as it shall determine, provide that

the vesting and exercisability of all or any portion of Awards outstanding and not otherwise canceled in accordance with Section 15.3 above shall be accelerated and all or any Restriction Periods applicable to Restricted Stock and/or Restricted Stock Units shall lapse and expire.

ARTICLE 16

LIQUIDATION OR DISSOLUTION

In case the Company sells all or substantially all of its property, or dissolves, liquidates, or winds up its affairs (each, a "Dissolution Event"), the Participant shall receive, to the extent the participant is vested in an Award, the same kind and amount

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of any securities or assets as may be issuable, distributable, or payable upon any such sale, dissolution, liquidation, or winding up with respect to each Share of the Company.

ARTICLE 17

ADDITIONAL AUTHORITY OF COMMITTEE

In addition to the Committee's authority set forth elsewhere, in order to maintain a Participant's rights in the event of any Change of Control or Dissolution Event described under Articles 15 and 16, the Committee, as constituted before the Change of Control or Dissolution Event, is hereby authorized, and has sole discretion, as to any Award, either at the time the Award is made hereunder or any time thereafter, to take any one or more of the following actions:

- (a) provide for the acceleration of any time periods relating to the vesting, exercise or realization of the Award so that the Award may be exercised or realized in full on or before a date fixed by the Committee;
- (b) provide for the purchase of any Award, upon the Participant's request, for an amount of cash equal to the amount that could have been attained upon the exercise of the Award or realization of the Participant's rights in the Award had the Award been currently exercisable or payable;
- (c) adjust any outstanding Award as the Committee deems appropriate to reflect the Change of Control or Dissolution Event;
- (d) cause any outstanding Award to be assumed, or new rights substituted therefor, by the acquiring or surviving corporation after a Change of Control or successor following a Dissolution Event; or
- (e) the Committee may, in its discretion, include other provisions and limitations in any Award Agreement as it may deem equitable and in the best interests of the Company.

ARTICLE 18

MISCELLANEOUS PROVISIONS

18.1 Code Section 409A. The Company intends that Awards granted pursuant to the Plan shall either be exempt from or comply with Code Section 409A and related regulations and U.S. Treasury pronouncements ("Section 409A"), and the Plan shall be so construed. Any Award or portion thereof that constitutes or provides for payment of deferred compensation subject to and not exempted from the requirements of Section 409A ("Section 409A Deferred Compensation") shall comply with the following:

- (a) Each compensation deferral election (and subsequent deferral election, if any) and each payment election with respect to Section 409A Deferred Compensation shall be made in writing and shall comply in all respects with the requirements of Section 409A and such conditions and procedures as established from time to time by the Committee.
- (b) Each payment of Section 409A Deferred Compensation shall be made only upon the occurrence of one or more of the permissible payment events or times complying with the requirements of Section 409A.
- (c) Notwithstanding any provision of the Plan or an Award Agreement to the contrary, except as otherwise permitted by Section 409A, no payment of Section 409A Deferred Compensation may be made to a Participant who is a "specified employee" (as defined by Section 409A) as of the date of the Participant's "separation from service" (as defined by Section 409A) before the date (the "Delayed Payment Date") that is six (6) months after the date of such Participant's separation from service, or, if earlier, the date of the Participant's death. All such amounts that would, but for this paragraph, become payable prior to the Delayed Payment Date shall be accumulated and paid on the Delayed Payment Date.

Notwithstanding anything in this Plan to the contrary, if any Plan provision or Award under the Plan would result in the imposition of an applicable tax under Section 409A, that Plan provision or Award may be reformed to avoid imposition of the applicable tax and no action taken to comply with Section 409A shall be deemed to adversely affect the Participant's rights to an Award.

18.2 Investment Intent. The Company may require that there be presented to and filed with it by any Participant under the Plan, such evidence as it may deem necessary to establish that the Awards granted or the Shares to be purchased or transferred are being acquired for investment and not with a view to their distribution.

18.3 No Right to Continued Employment. Neither the Plan nor any Award granted under the Plan shall confer upon any Participant any right with respect to continuance of employment or service with the Company or any Subsidiary.

18.4 Indemnification of Board and Committee. No member of the Board of Directors of the Company or the Committee, nor any officer or employee of the Company acting on behalf of the Board of Directors of the Company or the Committee, shall be personally liable for any action, determination, or interpretation taken or made in good faith with respect to

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the Plan, and all members of the Board of Directors of the Company or the Committee and each and any officer or employee of the Company acting on their behalf shall, to the fullest extent permitted by law, be fully indemnified and protected by the Company in respect of any such action, determination, or interpretation.

18.5 Effect of the Plan. Neither the adoption of this Plan nor any action of the Board or the Committee shall be deemed to give any person any right to be granted an Award or any other rights except as may be evidenced by an Award Agreement, or any amendment thereto, duly authorized by the Committee and executed on behalf of the Company, and then only to the extent and upon the terms and conditions expressly set forth therein.

18.6 Compliance with Laws and Regulations. Notwithstanding anything contained herein to the contrary, the Company shall not be required to sell or issue Shares under any Award if the issuance thereof would constitute a violation by the Participant or the Company of any provisions of any law or regulation of any governmental authority or any national securities exchange or inter-dealer quotation system or other forum in which Shares are quoted or traded (including, without limitation, Sections 162(m) and 409A or 422 of the Code), and, as a condition of any sale or issuance of Shares under an Award, the Committee may require such agreements or undertakings, if any, as the Committee may deem necessary or advisable to assure compliance with any such law or regulation. The Plan, the grant and exercise of Awards hereunder, and the obligation of the Company to sell and deliver Shares, shall be subject to all applicable laws, rules and regulations and to such approvals by any government or regulatory agency as may be required.

18.7 Severability. If any provision of the Plan or any Award is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction as to any Person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, Person or Award and the remainder of the Plan and any such Award shall remain in full force and effect.

18.8 Assignability. Awards may not be transferred or assigned other than by will or the laws of descent and distribution and may be exercised during the lifetime of the Participant only by the Participant or the Participant's legally authorized representative, and each Award Agreement in respect of an Award shall so provide. Notwithstanding the previous sentence, the Committee, in its sole discretion, may allow for the transfer or assignment of a Participant's Award pursuant to a divorce decree or a domestic relations order, but only if such Participant is a U.S. resident.

18.9 No Trust or Fund Created. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or any fiduciary relationship between the Company or any affiliate and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company or any affiliate pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company or any affiliate.

18.10 Use of Proceeds. Proceeds from the sale of Shares pursuant to Awards granted under this Plan shall constitute general funds of the Company.

18.11 Governing Law. The validity, construction and effect of the Plan and any actions taken or relating to the Plan shall be determined in accordance with the laws of Delaware without giving effect to its choice of law provisions.

18.12 No Fractional Shares. No fractional Shares shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash, other securities, or other property shall be paid or transferred in lieu of any fractional Shares or whether fractional Shares or any rights thereto shall be canceled, terminated, or otherwise eliminated.

18.13 Headings. Headings are given to the sections and subsections of the Plan solely as a convenience to facilitate reference. The headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof.

18.14 Construction. Use of the term "including" in this Plan shall be construed to mean "including, but not limited to."



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