Mr. Meaney's Separation Letter Agreement

On September 19, 2016 we announced that Mr. Meaney would be leaving the Company at the end of the 2016 calendar year. In connection with Mr. Meaney's separation from the Company, we entered into a Separation Letter Agreement that provided for the following severance benefits in exchange for a release of claims in favor of the Company:

- a lump sum payment equal to two years' base salary based on an annual base salary of $465,000 and two years' bonus at target, plus
- continuation of health insurance benefits for one year, plus
- $16,000 towards obtaining independent tax advice.

In addition, in consideration of Mr. Meaney's execution of a non-competition and non-solicitation agreement, as of his separation date, all outstanding stock options, time-based RSUs and performance-based RSUs that were scheduled to vest on or before March 31, 2017, accelerated and vested in full. The equity awards subject to performance-based vesting criteria vested as if all applicable performance parameters had been met at target levels. All other outstanding and unvested equity awards were forfeited.

Potential Payments Upon Termination or Change in Control

Payments upon a change in control for our NEOs (other than Mr. Hess) are calculated based upon the change-in-control retention agreements described above under "Change in Control Benefits — Change in Control Retention Agreements" and, in the case of Mr. Hess, his employment agreement described above under "Change in Control Benefits — Mr. Hess' Employment Agreement." Under our 2006 Stock Incentive Plan, in the event of a change in control, all of our employees, including our NEOs, if they remain employed by ADI, would have one-half of the shares of common stock subject to their then-outstanding unvested options accelerate and become immediately exercisable and one-half of their unvested RSUs would vest. The remaining one-half of the unvested options or RSUs would continue to vest in accordance with the original vesting schedules, and any remaining unvested options or RSUs would vest if, on or prior to the first anniversary of the change in control, his or her employment is terminated without cause or for good reason (as defined in the plan).

Upon a change in control approved by the Board of Directors (for all executive officers other than Mr. Hess) or a change in control in the case of Mr. Hess, if we terminate an executive officer's employment for cause (or "misconduct" in the case of Mr. Hess) or if the executive officer terminates his or her employment other than for good reason (in the case of Mr. Hess, before the second anniversary of the closing date of our acquisition of Hittite), then the executive officer will receive his or her full base salary and all other compensation through the date of termination at the rate in effect at the time that the termination notice is given and we will have no further obligations to the executive officer. When the employment of an executive officer (other than Mr. Hess) terminates in a situation that does not involve a change in control, the officer is entitled to receive the same benefits as any other terminating employee. This applies regardless of the reason for termination. Mr. Hess is entitled to severance benefits in specified circumstances following the termination of his employment that does not involve a change in control, as described above in "— Severance Benefits — Mr. Hess' Employment Agreement."