

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

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**FORM 10-Q**

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(Mark one)

**QUARTERLY REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2015

or

**TRANSITION REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number 000-09992

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**KLA-Tencor Corporation**

(Exact name of registrant as specified in its charter)

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**Delaware**

(State or other jurisdiction of  
incorporation or organization)

**04-2564110**

(I.R.S. Employer  
Identification No.)

**One Technology Drive, Milpitas, California**

(Address of Principal Executive Offices)

**95035**

(Zip Code)

**(408) 875-3000**

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting  
company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of October 9, 2015, there were 155,945,694 shares of the registrant's Common Stock, \$0.001 par value, outstanding.

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**INDEX**

	<b>Page Number</b>
<b><u>PART I</u></b>	
<b><u>FINANCIAL INFORMATION</u></b>	
Item 1 <u>Financial Statements (Unaudited)</u>	
<u>Condensed Consolidated Balance Sheets as of September 30, 2015 and June 30, 2015</u>	<u>3</u>
<u>Condensed Consolidated Statements of Operations for the Three Months Ended September 30, 2015 and 2014</u>	<u>4</u>
<u>Condensed Consolidated Statements of Comprehensive Income for the Three Months Ended September 30, 2015 and 2014</u>	<u>5</u>
<u>Condensed Consolidated Statements of Cash Flows for the Three Months Ended September 30, 2015 and 2014</u>	<u>6</u>
<u>Notes to Condensed Consolidated Financial Statements</u>	<u>7</u>
Item 2 <u>Management’s Discussion and Analysis of Financial Condition and Results of Operations</u>	<u>34</u>
Item 3 <u>Quantitative and Qualitative Disclosures About Market Risk</u>	<u>51</u>
Item 4 <u>Controls and Procedures</u>	<u>52</u>
<b><u>PART II</u></b>	
<b><u>OTHER INFORMATION</u></b>	
Item 1 <u>Legal Proceedings</u>	<u>53</u>
Item 1A <u>Risk Factors</u>	<u>53</u>
Item 2 <u>Unregistered Sales of Equity Securities and Use of Proceeds</u>	<u>70</u>
Item 3 <u>Defaults Upon Senior Securities</u>	<u>71</u>
Item 4 <u>Mine Safety Disclosures</u>	<u>71</u>
Item 5 <u>Other Information</u>	<u>71</u>
Item 6 <u>Exhibits</u>	<u>72</u>
<b><u>SIGNATURES</u></b>	<u>73</u>
<b><u>EXHIBIT INDEX</u></b>	<u>74</u>

PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

KLA-TENCOR CORPORATION  
Condensed Consolidated Balance Sheets  
(Unaudited)

<i>(In thousands)</i>	September 30, 2015	June 30, 2015
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 763,697	\$ 838,025
Marketable securities	1,505,750	1,549,086
Accounts receivable, net	460,813	585,494
Inventories	650,496	617,904
Deferred income taxes	231,982	236,253
Other current assets	62,680	77,814
Total current assets	3,675,418	3,904,576
Land, property and equipment, net	302,868	314,591
Goodwill	335,218	335,263
Purchased intangibles, net	8,242	11,895
Other non-current assets	249,577	259,687
Total assets	\$ 4,571,323	\$ 4,826,012
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 107,363	\$ 103,342
Deferred system profit	134,188	148,691
Unearned revenue	63,700	71,335
Current portion of long-term debt	—	16,981
Other current liabilities	609,990	661,414
Total current liabilities	915,241	1,001,763
Non-current liabilities:		
Long-term debt	3,151,046	3,173,435
Unearned revenue	44,970	47,145
Other non-current liabilities	165,625	182,230
Total liabilities	4,276,882	4,404,573
Commitments and contingencies (Note 11 and Note 12)		
Stockholders' equity:		
Common stock and capital in excess of par value	385,633	474,374
Accumulated deficit	(45,055)	(12,362)
Accumulated other comprehensive income (loss)	(46,137)	(40,573)
Total stockholders' equity	294,441	421,439
Total liabilities and stockholders' equity	\$ 4,571,323	\$ 4,826,012

See accompanying notes to condensed consolidated financial statements (unaudited).

**KLA-TENCOR CORPORATION**  
**Condensed Consolidated Statements of Operations**  
(Unaudited)

	Three months ended	
	September 30,	
<i>(In thousands, except per share amounts)</i>	2015	2014
Revenues:		
Product	\$ 460,739	\$ 476,598
Service	181,905	166,303
Total revenues	<u>642,644</u>	<u>642,901</u>
Costs and expenses:		
Costs of revenues	270,244	288,467
Engineering, research and development	119,943	143,637
Selling, general and administrative	91,663	101,644
Interest expense	30,564	13,521
Other expense (income), net	(4,069)	(3,375)
Income before income taxes	<u>134,299</u>	<u>99,007</u>
Provision for income taxes	29,402	26,774
Net income	<u>\$ 104,897</u>	<u>\$ 72,233</u>
Net income per share:		
Basic	<u>\$ 0.67</u>	<u>\$ 0.44</u>
Diluted	<u>\$ 0.66</u>	<u>\$ 0.43</u>
Cash dividends declared per share	<u>\$ 0.52</u>	<u>\$ 0.50</u>
Weighted-average number of shares:		
Basic	<u>156,820</u>	<u>164,845</u>
Diluted	<u>157,984</u>	<u>166,580</u>

*See accompanying notes to condensed consolidated financial statements (unaudited).*

**KLA-TENCOR CORPORATION**  
**Condensed Consolidated Statements of Comprehensive Income**  
(Unaudited)

<i>(In thousands)</i>	Three months ended	
	September 30,	
	2015	2014
Net income	\$ 104,897	\$ 72,233
Other comprehensive income (loss):		
Currency translation adjustments:		
Change in currency translation adjustments	(6,124)	(7,736)
Change in income tax benefit or expense	1,384	2,872
Net change related to currency translation adjustments	(4,740)	(4,864)
Cash flow hedges:		
Change in net unrealized gains or losses	(1,861)	2,033
Reclassification adjustments for net gains or losses included in net income	(402)	(228)
Change in income tax benefit or expense	814	(650)
Net change related to cash flow hedges	(1,449)	1,155
Net change related to unrecognized losses and transition obligations in connection with defined benefit plans	230	733
Available-for-sale securities:		
Change in net unrealized gains or losses	481	(2,735)
Reclassification adjustments for gains or losses included in net income	(17)	(1,635)
Change in income tax benefit or expense	(69)	1,415
Net change related to available-for-sale securities	395	(2,955)
Other comprehensive income (loss)	(5,564)	(5,931)
Total comprehensive income	\$ 99,333	\$ 66,302

*See accompanying notes to condensed consolidated financial statements (unaudited).*

**KLA-TENCOR CORPORATION**  
**Condensed Consolidated Statements of Cash Flows**  
(Unaudited)

<i>(In thousands)</i>	Three months ended September 30,	
	2015	2014
<b>Cash flows from operating activities:</b>		
Net income	\$ 104,897	\$ 72,233
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	19,735	21,159
Non-cash stock-based compensation expense	12,248	15,483
Excess tax benefit from equity awards	(10,159)	(14,223)
Net gain on sales of marketable securities and other investments	(1,233)	(1,635)
Changes in assets and liabilities:		
Decrease in accounts receivable, net	124,925	39,261
Increase in inventories	(31,243)	(23,445)
Decrease (increase) in other assets	34,381	(2,732)
Increase in accounts payable	4,158	5,276
Decrease in deferred system profit	(14,504)	(59,122)
Decrease in other liabilities	(49,423)	(17,329)
Net cash provided by operating activities	193,782	34,926
<b>Cash flows from investing activities:</b>		
Capital expenditures, net	(7,341)	(13,445)
Purchases of available-for-sale securities	(343,358)	(624,860)
Proceeds from sale of available-for-sale securities	200,353	732,337
Proceeds from maturity of available-for-sale securities	184,973	135,097
Purchases of trading securities	(18,267)	(22,567)
Proceeds from sale of trading securities	15,540	18,986
Net cash provided by investing activities	31,900	225,548
<b>Cash flows from financing activities:</b>		
Repayment of debt	(40,000)	—
Issuance of common stock	—	4,677
Tax withholding payments related to vested and released restricted stock units	(21,526)	(27,168)
Common stock repurchases	(142,592)	(124,839)
Payment of dividends to stockholders	(101,674)	(82,413)
Excess tax benefit from equity awards	10,159	14,223
Net cash used in financing activities	(295,633)	(215,520)
Effect of exchange rate changes on cash and cash equivalents	(4,377)	(6,132)
Net increase (decrease) in cash and cash equivalents	(74,328)	38,822
Cash and cash equivalents at beginning of period	838,025	630,861
Cash and cash equivalents at end of period	\$ 763,697	\$ 669,683
<b>Supplemental cash flow disclosures:</b>		
Income taxes paid, net	\$ 7,844	\$ 20,361
Interest paid	\$ 3,149	\$ 136
<b>Non-cash activities:</b>		
Purchase of land, property and equipment - investing activities	\$ 1,490	\$ 3,571
Unsettled common stock repurchase - financing activities	\$ 9,610	\$ 5,844
Dividends payable - financing activities	\$ 20,892	\$ —

*See accompanying notes to condensed consolidated financial statements (unaudited).*

**KLA-TENCOR CORPORATION**  
**Notes to Condensed Consolidated Financial Statements**  
(Unaudited)

**NOTE 1 – BASIS OF PRESENTATION**

**Basis of Presentation.** The condensed consolidated financial statements have been prepared by KLA-Tencor Corporation (“KLA-Tencor” or the “Company”) pursuant to the rules and regulations of the U.S. Securities and Exchange Commission (“SEC”). Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America have been condensed or omitted pursuant to such rules and regulations. In the opinion of management, the unaudited interim financial statements reflect all adjustments (consisting only of normal, recurring adjustments) necessary for a fair statement of the financial position, results of operations, comprehensive income, and cash flows for the periods indicated. These financial statements and notes, however, should be read in conjunction with Item 8, “Financial Statements and Supplementary Data” included in the Company’s Annual Report on Form 10-K for the fiscal year ended June 30, 2015, filed with the SEC on August 7, 2015.

The condensed consolidated financial statements include the accounts of KLA-Tencor and its majority-owned subsidiaries. All significant intercompany balances and transactions have been eliminated.

The results of operations for the three months ended September 30, 2015 are not necessarily indicative of the results that may be expected for any other interim period or for the full fiscal year ending June 30, 2016.

Certain reclassifications have been made to the prior year’s Condensed Consolidated Balance Sheet and notes to conform to the current year presentation. The reclassifications had no effect on the prior year’s Condensed Consolidated Statements of Operations, Comprehensive Income and Cash Flows.

**Management Estimates.** The preparation of the condensed consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions in applying the Company’s accounting policies that affect the reported amounts of assets and liabilities (and related disclosure of contingent assets and liabilities) at the date of the condensed consolidated financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

**Revenue Recognition.** The Company recognizes revenue when persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, the selling price is fixed or determinable, and collectibility is reasonably assured. The Company derives revenue from three sources—sales of systems, spare parts and services. In general, the Company recognizes revenue for systems when the system has been installed, is operating according to predetermined specifications and is accepted by the customer. When the Company has demonstrated a history of successful installation and acceptance, the Company recognizes revenue upon delivery and customer acceptance. Under certain circumstances, however, the Company recognizes revenue prior to acceptance from the customer, as follows:

- When the customer has previously accepted the same tool, with the same specifications, and when the Company can objectively demonstrate that the tool meets all of the required acceptance criteria.
- When system sales to independent distributors have no installation requirement, contain no acceptance agreement, and 100% payment is due based upon shipment.
- When the installation of the system is deemed perfunctory.
- When the customer withholds acceptance due to issues unrelated to product performance, in which case revenue is recognized when the system is performing as intended and meets predetermined specifications.

In circumstances in which the Company recognizes revenue prior to installation, the portion of revenue associated with installation is deferred based on estimated fair value, and that revenue is recognized upon completion of the installation.

In many instances, products are sold in stand-alone arrangements. Services are sold separately through renewals of annual maintenance contracts. The Company has multiple element revenue arrangements in cases where certain elements of a sales arrangement are not delivered and accepted in one reporting period. To determine the relative fair value of each element in a revenue arrangement, the Company allocates arrangement consideration based on the selling price hierarchy. For substantially all of the arrangements with multiple deliverables pertaining to products and services, the Company uses vendor-specific objective evidence (“VSOE”) or third-party evidence (“TPE”) to allocate the selling price to each deliverable. The Company determines TPE based on historical prices charged for products and services when sold on a stand-alone basis. When the Company is unable to establish relative selling price using VSOE or TPE, the Company uses estimated selling price (“ESP”) in its allocation of arrangement consideration. The objective of ESP is to determine the price at which the Company would transact a sale if the product or service were sold on a stand-alone basis. ESP could potentially be used for new or customized products. The Company regularly reviews relative selling prices and maintains internal controls over the establishment and updates of these estimates.

In a multiple element revenue arrangement, the Company defers revenue recognition associated with the relative fair value of each undelivered element until that element is delivered to the customer. To be considered a separate element, the product or service in question must represent a separate unit of accounting, which means that such product or service must fulfill the following criteria: (a) the delivered item(s) has value to the customer on a stand-alone basis; and (b) if the arrangement includes a general right of return relative to the delivered item(s), delivery or performance of the undelivered item(s) is considered probable and substantially in the control of the Company. If the arrangement does not meet all the above criteria, the entire amount of the sales contract is deferred until all elements are accepted by the customer.

Trade-in rights are occasionally granted to customers to trade in tools in connection with subsequent purchases. The Company estimates the value of the trade-in right and reduces the revenue recognized on the initial sale. This amount is recognized at the earlier of the exercise of the trade-in right or the expiration of the trade-in right.

Spare parts revenue is recognized when the product has been shipped, risk of loss has passed to the customer and collection of the resulting receivable is probable.

Service and maintenance contract revenue is recognized ratably over the term of the maintenance contract. Revenue from services performed in the absence of a maintenance contract, including consulting and training revenue, is recognized when the related services are performed and collectibility is reasonably assured.

The Company sells stand-alone software that is subject to the software revenue recognition guidance. The Company periodically reviews selling prices to determine whether VSOE exists, and in situations where the Company is unable to establish VSOE for undelivered elements such as post-contract service, revenue is recognized ratably over the term of the service contract.

The Company also defers the fair value of non-standard warranty bundled with equipment sales as unearned revenue. Non-standard warranty includes services incremental to the standard 40-hour per week coverage for 12 months. Non-standard warranty is recognized ratably as revenue when the applicable warranty term period commences.

The deferred system profit balance equals the amount of deferred system revenue that was invoiced and due on shipment, less applicable product and warranty costs. Deferred system revenue represents the value of products that have been shipped and billed to customers which have not met the Company’s revenue recognition criteria. Deferred system profit does not include the profit associated with product shipments to certain customers in Japan, to whom title does not transfer until customer acceptance. Shipments to such customers in Japan are classified as inventory at cost until the time of acceptance.



**Recent Accounting Pronouncements.**

*Updates Not Yet Effective*

In May 2014, the FASB issued an accounting standard update regarding revenue from customer contracts to transfer goods and services or non-financial assets unless the contracts are covered by other standards (for example, insurance or lease contracts). Under the new guidance, an entity should recognize revenue in connection with the transfer of promised goods or services to customers in an amount that reflects the consideration that the entity expects to be entitled to receive in exchange for those goods or services. In addition, the new standard requires that reporting companies disclose the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The updates are effective for the Company beginning in the first quarter of the fiscal year ending June 30, 2018. In August 2015, the FASB deferred the effective date of the update by one year, with early adoption on the original effective date permitted. The new revenue standard may be applied retrospectively to each prior period presented or retrospectively with the cumulative effect recognized as of the date of adoption. The Company is currently evaluating the impact of this accounting standard update on its condensed consolidated financial statements.

In April 2015, the FASB issued an accounting standard update for customer's cloud based fees. The guidance changes what a customer must consider in determining whether a cloud computing arrangement contains a software license. If the arrangement contains a software license, the customer would account for the fees related to the software license element in accordance with guidance related to internal use software; if the arrangement does not contain a software license, the customer would account for the arrangement as a service contract. The update is effective for the Company beginning in the first quarter of the Company's fiscal year ending June 30, 2017, with early adoption permitted. The Company is currently evaluating the impact of this accounting standard update on its condensed consolidated financial statements.

In July 2015, the FASB issued an accounting standard update for the subsequent measurement of inventory. The amended guidance requires entities to measure inventory at the lower of cost or net realizable value. Net realizable value is the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal and transportation. The requirement would replace the current lower of cost or market evaluation and the accounting guidance is unchanged for inventory measured using last-in, first-out ("LIFO") or the retail inventory method. The update is effective for the Company beginning in the first quarter of the Company's fiscal year ending June 30, 2018, with early adoption permitted to be applied prospectively. The Company is currently evaluating the impact of this accounting standard update on its condensed consolidated financial statements.

**NOTE 2 – FAIR VALUE MEASUREMENTS**

The Company's financial assets and liabilities are measured and recorded at fair value, except for certain equity investments in privately-held companies. These equity investments are generally accounted for under the cost method of accounting and are periodically assessed for other-than-temporary impairment when an event or circumstance indicates that an other-than-temporary decline in value may have occurred. The Company's non-financial assets, such as goodwill, intangible assets, and land, property and equipment, are recorded at cost and are assessed for impairment when an event or circumstance indicates that an other-than-temporary decline in value may have occurred.

**Fair Value of Financial Instruments.** KLA-Tencor has evaluated the estimated fair value of financial instruments using available market information and valuations as provided by third-party sources. The use of different market assumptions and/or estimation methodologies could have a significant effect on the estimated fair value amounts. The fair value of the Company's cash equivalents, accounts receivable, accounts payable and other current liabilities approximate their carrying amounts due to the relatively short maturity of these items.

**Fair Value Hierarchy.** The authoritative guidance for fair value measurements establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described below:

- |         |  |
|---------|--|
| Level 1 | Valuations based on quoted prices in active markets for identical assets or liabilities that the entity has the ability to access.   |
| Level 2 | Valuations based on quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable data for substantially the full term of the assets or liabilities. |
| Level 3 | Valuations based on inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.   |

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

The Company's financial instruments were classified within Level 1 or Level 2 of the fair value hierarchy as of September 30, 2015, because they were valued using quoted market prices, broker/dealer quotes or alternative pricing sources with reasonable levels of price transparency. As of September 30, 2015, the types of instruments valued based on quoted market prices in active markets included money market funds, U.S. Treasury securities, certain sovereign securities and certain U.S. Government agency securities. Such instruments are generally classified within Level 1 of the fair value hierarchy.

As of September 30, 2015, the types of instruments valued based on other observable inputs included corporate debt securities, municipal securities and sovereign securities. The market inputs used to value these instruments generally consist of market yields, reported trades and broker/dealer quotes. Such instruments are generally classified within Level 2 of the fair value hierarchy.

The principal market in which the Company executes its foreign currency contracts is the institutional market in an over-the-counter environment with a relatively high level of price transparency. The market participants usually are large financial institutions. The Company's foreign currency contracts' valuation inputs are based on quoted prices and quoted pricing intervals from public data sources and do not involve management judgment. These contracts are typically classified within Level 2 of the fair value hierarchy.

Financial assets (excluding cash held in operating accounts and time deposits) and liabilities measured at fair value on a recurring basis, as of the date indicated below, were presented on the Company's Condensed Consolidated Balance Sheet as follows:

<b>As of September 30, 2015 (In thousands)</b>	<b>Total</b>	<b>Quoted Prices in Active Markets for Identical Assets (Level 1)</b>	<b>Significant Other Observable Inputs (Level 2)</b>
<b>Assets</b>			
<b>Cash equivalents:</b>			
U.S. Government agency securities	\$ 19,824	\$ 19,824	\$ —
Corporate debt securities	9,997	—	9,997
Money market and other	512,891	512,891	—
<b>Marketable securities:</b>			
U.S. Treasury securities	254,526	254,526	—
U.S. Government agency securities	460,329	460,329	—
Municipal securities	11,681	—	11,681
Corporate debt securities	730,162	—	730,162
Sovereign securities	42,103	8,962	33,141
Total cash equivalents and marketable securities <sup>(1)</sup>	<u>2,041,513</u>	<u>1,256,532</u>	<u>784,981</u>
<b>Other current assets:</b>			
Derivative assets	1,182	—	1,182
<b>Other non-current assets:</b>			
Executive Deferred Savings Plan	157,904	88,448	69,456
<b>Total financial assets<sup>(1)</sup></b>	<u>\$ 2,200,599</u>	<u>\$ 1,344,980</u>	<u>\$ 855,619</u>
<b>Liabilities</b>			
<b>Other current liabilities:</b>			
Derivative liabilities	\$ (5,512)	\$ —	\$ (5,512)
<b>Total financial liabilities</b>	<u>\$ (5,512)</u>	<u>\$ —</u>	<u>\$ (5,512)</u>

(1) Excludes cash of \$196.8 million held in operating accounts and time deposits of \$31.1 million as of September 30, 2015.

[Table of Contents](#)

Financial assets (excluding cash held in operating accounts and time deposits) and liabilities measured at fair value on a recurring basis, as of the date indicated below, were presented on the Company's Condensed Consolidated Balance Sheet as follows:

<u>As of June 30, 2015 (In thousands)</u>	<u>Total</u>	<u>Quoted Prices in Active Markets for Identical Assets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>
<b>Assets</b>			
<i>Cash equivalents:</i>			
U.S. Government agency securities	\$ 7,500	\$ 7,500	\$ —
Corporate debt securities	13,099	—	13,099
Money market and other	611,385	611,385	—
<i>Marketable securities:</i>			
U.S. Treasury securities	275,555	275,555	—
U.S. Government agency securities	564,768	556,019	8,749
Municipal securities	31,816	—	31,816
Corporate debt securities	612,862	—	612,862
Sovereign securities	57,093	8,976	48,117
Total cash equivalents and marketable securities <sup>(1)</sup>	<u>2,174,078</u>	<u>1,459,435</u>	<u>714,643</u>
<i>Other current assets:</i>			
Derivative assets	3,064	—	3,064
<i>Other non-current assets:</i>			
Executive Deferred Savings Plan	165,655	91,203	74,452
<b>Total financial assets<sup>(1)</sup></b>	<u>\$ 2,342,797</u>	<u>\$ 1,550,638</u>	<u>\$ 792,159</u>
<b>Liabilities</b>			
<i>Other current liabilities:</i>			
Derivative liabilities	\$ (3,106)	\$ —	\$ (3,106)
<b>Total financial liabilities</b>	<u>\$ (3,106)</u>	<u>\$ —</u>	<u>\$ (3,106)</u>

(1) Excludes cash of \$183.1 million held in operating accounts and time deposits of \$29.9 million as of June 30, 2015.

There were no transfers in and out of Level 1 and Level 2 fair value measurements during the three months ended September 30, 2015. The Company did not have significant assets or liabilities measured at fair value on a recurring basis within Level 3 fair value measurements as of September 30, 2015 or June 30, 2015.

**NOTE 3 – FINANCIAL STATEMENT COMPONENTS**
**Balance Sheet Components**

<b>(In thousands)</b>	<b>As of September 30, 2015</b>	<b>As of June 30, 2015</b>
<b>Accounts receivable, net:</b>		
Accounts receivable, gross	\$ 482,497	\$ 607,157
Allowance for doubtful accounts	(21,684)	(21,663)
	<u>\$ 460,813</u>	<u>\$ 585,494</u>
<b>Inventories:</b>		
Customer service parts	\$ 212,945	\$ 209,726
Raw materials	221,393	194,218
Work-in-process	163,909	156,820
Finished goods	52,249	57,140
	<u>\$ 650,496</u>	<u>\$ 617,904</u>
<b>Other current assets:</b>		
Prepaid expenses	\$ 36,273	\$ 37,006
Income tax related receivables	14,878	32,850
Other current assets	11,529	7,958
	<u>\$ 62,680</u>	<u>\$ 77,814</u>
<b>Land, property and equipment, net:</b>		
Land	\$ 40,388	\$ 40,397
Buildings and leasehold improvements	316,486	316,566
Machinery and equipment	510,727	510,642
Office furniture and fixtures	21,505	21,411
Construction-in-process	4,927	3,152
	894,033	892,168
Less: accumulated depreciation and amortization	(591,165)	(577,577)
	<u>\$ 302,868</u>	<u>\$ 314,591</u>
<b>Other non-current assets:</b>		
Executive Deferred Savings Plan <sup>(1)</sup>	\$ 157,904	\$ 165,655
Deferred tax assets – long-term	76,470	78,648
Other non-current assets	15,203	15,384
	<u>\$ 249,577</u>	<u>\$ 259,687</u>
<b>Other current liabilities:</b>		
Warranty	\$ 35,892	\$ 36,413
Executive Deferred Savings Plan <sup>(1)</sup>	160,437	167,886
Compensation and benefits	162,445	196,682
Income taxes payable	16,400	15,582
Interest payable	46,207	19,395
Customer credits and advances	93,947	93,212
Other accrued expenses	94,662	132,244
	<u>\$ 609,990</u>	<u>\$ 661,414</u>
<b>Other non-current liabilities:</b>		
Pension liabilities	\$ 55,481	\$ 55,696
Income taxes payable	62,892	69,018
Other non-current liabilities	47,252	57,516
	<u>\$ 165,625</u>	<u>\$ 182,230</u>

(1) KLA-Tencor has a non-qualified deferred compensation plan (known as “Executive Deferred Savings Plan”) under which certain executives and non-employee directors may defer a portion of their compensation. Participants are credited with returns based on their allocation of their account balances among measurement funds. The Company controls the investment of these funds, and the participants remain general creditors of the Company. The Company invests these funds in certain mutual funds and such investments are classified as trading securities on the condensed consolidated balance sheets. Distributions from the Executive Deferred Savings Plan commence following a participant’s retirement or termination of employment or on a specified date allowed per the Executive Deferred Savings Plan provisions, except in cases where such distributions are required to be delayed in order to avoid a prohibited distribution under Internal Revenue Code Section 409A. Participants can generally elect the distributions to be paid in lump sum or quarterly cash payments over a scheduled period for up to 15 years and are allowed to make subsequent changes to their existing elections as permissible under the Executive Deferred Savings Plan provisions. Changes in the Executive Deferred Savings Plan liability is recorded in selling, general and administrative expense in the condensed consolidated statements of operations. The changes in the liability included in selling, general and administrative expense were \$10.2 million and \$1.9 million for the three months ended September 30, 2015 and 2014, respectively. Changes in the Executive Deferred Savings Plan assets are recorded as gains (losses), net in selling, general and administrative expense in the condensed consolidated statements of operations. The amount of gains (losses), net included in selling, general and administrative expense were (\$10.0) million and (\$1.9) million for the three months ended September 30, 2015 and 2014, respectively.

**Accumulated Other Comprehensive Income (Loss)**

The components of accumulated other comprehensive income (loss) (“OCI”) as of the dates indicated below were as follows:

<u>(In thousands)</u>	<u>Currency Translation Adjustments</u>	<u>Unrealized Gains (Losses) on Available-for-Sale Securities</u>	<u>Unrealized Gains (Losses) on Cash Flow Hedges</u>	<u>Unrealized Gains (Losses) on Defined Benefit Plans</u>	<u>Total</u>
Balance as of September 30, 2015	\$ (34,665)	\$ 1,129	\$ 3,104	\$ (15,705)	\$ (46,137)
Balance as of June 30, 2015	\$ (29,925)	\$ 734	\$ 4,553	\$ (15,935)	\$ (40,573)

The effects on net income of amounts reclassified from accumulated OCI to the Condensed Consolidated Statement of Operations for the indicated period were as follows (in thousands):

<u>Accumulated OCI Components</u>	<u>Location in the Condensed Consolidated Statements of Operations</u>	<u>Three months ended September 30,</u>	
		<u>2015</u>	<u>2014</u>
Unrealized gains (losses) on cash flow hedges from foreign exchange and interest rate contracts	Revenues	\$ 685	\$ 269
	Costs of revenues	(472)	(41)
	Interest expense	189	—
	Net gains reclassified from accumulated OCI	\$ 402	\$ 228
Unrealized gains on available-for-sale securities	Other expense (income), net	\$ 17	\$ 1,635

The amounts reclassified out of accumulated OCI related to the Company’s defined pension plans, which were recognized as a component of net periodic cost for the three months ended September 30, 2015 and 2014 were \$0.3 million and \$0.8 million, respectively. For additional details, refer to Note 11, “Employee Benefit Plans” in the Company’s Annual Report on Form 10-K for the fiscal year ended June 30, 2015.

**NOTE 4 – MARKETABLE SECURITIES**

The amortized cost and fair value of marketable securities as of the dates indicated below were as follows:

<u>As of September 30, 2015 (In thousands)</u>	<u>Amortized Cost</u>	<u>Gross Unrealized Gains</u>	<u>Gross Unrealized Losses</u>	<u>Fair Value</u>
U.S. Treasury securities	\$ 253,781	\$ 746	\$ (1)	\$ 254,526
U.S. Government agency securities	479,544	664	(55)	480,153
Municipal securities	11,672	9	—	11,681
Corporate debt securities	740,063	681	(585)	740,159
Money market and other	512,891	—	—	512,891
Sovereign securities	42,087	26	(10)	42,103
Subtotal	2,040,038	2,126	(651)	2,041,513
Add: Time deposits <sup>(1)</sup>	31,095	—	—	31,095
Less: Cash equivalents	566,858	—	—	566,858
Marketable securities	\$ 1,504,275	\$ 2,126	\$ (651)	\$ 1,505,750

<u>As of June 30, 2015 (In thousands)</u>	<u>Amortized Cost</u>	<u>Gross Unrealized Gains</u>	<u>Gross Unrealized Losses</u>	<u>Fair Value</u>
U.S. Treasury securities	\$ 274,965	\$ 605	\$ (15)	\$ 275,555
U.S. Government agency securities	571,843	551	(126)	572,268
Municipal securities	31,819	7	(10)	31,816
Corporate debt securities	625,965	511	(515)	625,961
Money market and other	611,385	—	—	611,385
Sovereign securities	57,091	33	(31)	57,093
Subtotal	2,173,068	1,707	(697)	2,174,078
Add: Time deposits <sup>(1)</sup>	29,941	—	—	29,941
Less: Cash equivalents	654,933	—	—	654,933
Marketable securities	\$ 1,548,076	\$ 1,707	\$ (697)	\$ 1,549,086

(1) Time deposits excluded from fair value measurements.

KLA-Tencor’s investment portfolio consists of both corporate and government securities that have a maximum maturity of three years. The longer the duration of these securities, the more susceptible they are to changes in market interest rates and bond yields. As yields increase, those securities with a lower yield-at-cost show a mark-to-market unrealized loss. All unrealized losses are due to changes in market interest rates, bond yields and/or credit ratings. The Company believes that it has the ability to realize the full value of all of these investments upon maturity. The following table summarizes the fair value and gross unrealized losses of the Company’s investments that were in an unrealized loss position as of the date indicated below:

<u>As of September 30, 2015 (In thousands)</u>	<u>Fair Value</u>	<u>Gross Unrealized Losses<sup>(1)</sup></u>
U.S. Treasury securities	\$ 10,412	\$ (1)
U.S. Government agency securities	55,314	(55)
Municipal securities	2,655	—
Corporate debt securities	345,648	(585)
Sovereign securities	22,718	(10)
Total	\$ 436,747	\$ (651)

(1) As of September 30, 2015, the amount of total gross unrealized losses related to investments that had been in a continuous loss position for 2 months or more was immaterial.

The contractual maturities of securities classified as available-for-sale, regardless of their classification on the Company's Condensed Consolidated Balance Sheet, as of the date indicated below were as follows:

<u>As of September 30, 2015 (In thousands)</u>	<u>Amortized Cost</u>	<u>Fair Value</u>
Due within one year	\$ 451,698	\$ 451,986
Due after one year through three years	1,052,577	1,053,764
	<u>\$ 1,504,275</u>	<u>\$ 1,505,750</u>

Actual maturities may differ from contractual maturities because borrowers may have the right to call or prepay obligations with or without call or prepayment penalties. Realized gains on available-for-sale securities for the three months ended September 30, 2015 was immaterial and for the three months ended September 30, 2014 was \$1.7 million. Realized losses on available-for-sale securities for the three months ended September 30, 2015 and 2014 were immaterial.

## NOTE 5 – GOODWILL AND PURCHASED INTANGIBLE ASSETS

### Goodwill

Goodwill represents the excess of the purchase price over the fair value of the net tangible and identifiable intangible assets acquired in prior business combinations.

The Company has made certain organizational changes and consolidated its product divisions effective in the first quarter of fiscal year 2016, in response to changing customer requirements in the industry. As required by the authoritative guidance, when an entity reorganizes its reporting structure in a manner that changes the composition of one or more of its reporting units, goodwill is reassigned to the affected reporting units using a relative fair value allocation approach. The fair value of each reporting unit is compared to the fair value of the business immediately prior to the reorganization. The fair value for the Company's reporting units was determined using a weighted combination of market-based and income-based approach. The Company has four reporting units as of September 30, 2015: Wafer Inspection, Patterning, Global Service and Support, and Others. The goodwill balance by reporting units as of September 30, 2015 were as follows:

<u>(In thousands)</u>	<u>Wafer Inspection</u>	<u>Patterning</u>	<u>Others</u>	<u>Total</u>
Balance as of June 30, 2015	\$ 332,783 <sup>(1)</sup>	\$ 2,480 <sup>(2)</sup>	\$ —	\$ 335,263
Goodwill allocation	(51,671) <sup>(3)</sup>	50,775 <sup>(3)</sup>	896 <sup>(3)</sup>	—
Goodwill adjustment	(45)	—	—	(45)
Balance as of September 30, 2015	<u>\$ 281,067</u>	<u>\$ 53,255</u>	<u>\$ 896</u>	<u>\$ 335,218</u>

- (1) The balance as of June 30, 2015, reflects goodwill for the Defect Inspection reporting unit under the old reporting structure which was renamed as Wafer Inspection under the new reporting structure after certain components were allocated out.
- (2) The balance as of June 30, 2015, reflects goodwill for the Metrology reporting unit under the old reporting structure which was renamed as Patterning under the new reporting structure after certain components were allocated in.
- (3) The reorganization resulted in certain goodwill balances to be reallocated as noted above.

The changes in the gross goodwill balance during the three months ended September 30, 2015 resulted from foreign currency translation adjustments.

The Company performed a qualitative assessment of the goodwill by reporting unit during the three months ended December 31, 2014 and as of September 30, 2015 as a result of the organizational change and the reallocation of goodwill as discussed above. The Company concluded that it was more likely than not that the fair value of each of the reporting units exceeded its carrying amount. In assessing the qualitative factors, the Company considered the impact of key factors including change in industry and competitive environment, market capitalization, stock price, earnings multiples, budgeted-to-actual revenue performance from prior year, gross margin and cash flow from operating activities. As such, it was not necessary to perform the two-step quantitative goodwill impairment test at that time. In addition, we assessed for any impairment indicators during the three months ended September 30, 2015 as a result of the change in reporting units as discussed above and concluded no potential impairment indicators exist requiring further analysis. Other than that, there have been no significant events or circumstances affecting the valuation of goodwill subsequent to the qualitative assessment performed in the second quarter of the fiscal year ended June 30, 2015. The next annual assessment of the goodwill by reporting unit will be performed in the second quarter of the fiscal year ending June 30, 2016.

**Purchased Intangible Assets**

The components of purchased intangible assets as of the dates indicated below were as follows:

<b>(In thousands)</b>	<b>Range of Useful Lives</b>	<b>As of September 30, 2015</b>			<b>As of June 30, 2015</b>		
		<b>Gross Carrying Amount</b>	<b>Accumulated Amortization and Impairment</b>	<b>Net Amount</b>	<b>Gross Carrying Amount</b>	<b>Accumulated Amortization and Impairment</b>	<b>Net Amount</b>
<b>Category</b>							
Existing technology	4-7 years	\$ 141,659	\$ 136,660	\$ 4,999	\$ 141,659	\$ 134,664	\$ 6,995
Patents	6-13 years	57,648	57,648	—	57,648	56,998	650
Trade name/Trademark	4-10 years	19,893	19,260	633	19,893	18,899	994
Customer relationships	6-7 years	54,980	52,370	2,610	54,980	51,724	3,256
<b>Total</b>		<b>\$ 274,180</b>	<b>\$ 265,938</b>	<b>\$ 8,242</b>	<b>\$ 274,180</b>	<b>\$ 262,285</b>	<b>\$ 11,895</b>

Intangible assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or asset group may not be recoverable.

For the three months ended September 30, 2015 and 2014, amortization expense for intangible assets was \$3.7 million and \$4.1 million, respectively. Based on the intangible assets recorded as of September 30, 2015, and assuming no subsequent additions to, or impairment of, the underlying assets, the remaining estimated amortization expense is expected to be as follows:

<b>Fiscal year ending June 30:</b>	<b>Amortization (In thousands)</b>
2016 (remaining 9 months)	\$ 3,911
2017	2,806
2018	1,525
<b>Total</b>	<b>\$ 8,242</b>



**NOTE 6 – DEBT**

The following table summarizes the debt of the Company as of September 30, 2015 and June 30, 2015:

	As of September 30, 2015		As of June 30, 2015	
	Amount (in thousands)	Effective Interest Rate	Amount (in thousands)	Effective Interest Rate
Fixed-rate 2.375% Senior notes due on November 1, 2017	\$ 250,000	2.396%	\$ 250,000	2.396%
Fixed-rate 3.375% Senior notes due on November 1, 2019	250,000	3.377%	250,000	3.377%
Fixed-rate 4.125% Senior notes due on November 1, 2021	500,000	4.128%	500,000	4.128%
Fixed-rate 4.650% Senior notes due on November 1, 2024 <sup>(1)</sup>	1,250,000	4.682%	1,250,000	4.682%
Fixed-rate 5.650% Senior notes due on November 1, 2034	250,000	5.670%	250,000	5.670%
Term loans	671,250		711,250	
<b>Total debt</b>	<b>3,171,250</b>		<b>3,211,250</b>	
Unamortized discount	(3,621)		(3,723)	
Unamortized debt issuance costs	(16,583)		(17,111)	
<b>Total debt</b>	<b>\$ 3,151,046</b>		<b>\$ 3,190,416</b>	
Reported as:				
Current portion of long-term debt	\$ —		\$ 16,981	
Long-term debt	3,151,046		3,173,435	
<b>Total debt</b>	<b>\$ 3,151,046</b>		<b>\$ 3,190,416</b>	

(1) The effective interest rate disclosed above for this series of Senior Notes excludes the impact of the treasury rate lock hedge discussed below. The effective interest rate including the impact of the treasury rate lock hedge was 4.626%.

As of September 30, 2015, future principal payments for the long-term debt are summarized as follows. For fiscal year ending 2016, there are no scheduled payments since the Company made \$50.6 million of principal prepayments on the term loans as of September 30, 2015.

<b>Fiscal year ending June 30:</b>	<b>Amount (In thousands)</b>
2016 (remaining 9 months)	\$ —
2017 (remaining 6 months of scheduled payments)	24,375
2018	315,625
2019	75,000
2020	756,250
Thereafter	2,000,000
<b>Total payments</b>	<b>\$ 3,171,250</b>

*Senior Notes:*

In November 2014, the Company issued \$2.50 billion aggregate principal amount of senior, unsecured long-term notes (collectively referred to as “Senior Notes”). The Company issued the Senior Notes as part of the leveraged recapitalization plan under which the proceeds from the Senior Notes in conjunction with the proceeds from the term loans (described below) and cash on hand were used (x) to fund a special cash dividend of \$16.50 per share, aggregating to approximately \$2.76 billion, (y) to redeem \$750 million of 2018 Senior Notes, including associated redemption premiums, accrued interest and other fees and expenses and (z) for other general corporate purposes, including repurchases of shares pursuant to the Company’s stock repurchase program. The interest rate specified for each series of the Senior Notes will be subject to adjustments from time to time if Moody’s Investor Service, Inc. (“Moody’s”) or Standard & Poor’s Ratings Services (“S&P”) or, under certain circumstances, a substitute rating agency selected by us as a replacement for Moody’s or S&P, as the case may be (a “Substitute Rating Agency”), downgrades (or subsequently upgrades) its rating assigned to the respective series of Senior Notes such that the adjusted rating is below investment grade. If the adjusted rating of any series of Senior Notes from Moody’s (or, if applicable, any Substitute Rating Agency) is decreased to Ba1, Ba2, Ba3 or B1 or below, the stated interest rate on such series of Senior Notes as noted above will increase by 25 bps, 50 bps, 75 bps or 100 bps, respectively (“bps” refers to Basis Points and 1% is equal to 100 bps). If the rating of any series of Senior Notes from S&P (or, if applicable, any Substitute Rating Agency) with respect to such series of Senior Notes is decreased to BB+, BB, BB- or B+ or below, the stated interest rate on such series of Senior Notes as noted above will increase by 25 bps, 50 bps, 75 bps or 100 bps, respectively. The interest rates on any series of Senior Notes will permanently cease to be subject to any adjustment (notwithstanding any subsequent decrease in the ratings by any of Moody’s, S&P and, if applicable, any Substitute Rating Agency) if such series of Senior Notes becomes rated “Baa1” (or its equivalent) or higher by Moody’s (or, if applicable, any Substitute Rating Agency) and “BBB+” (or its equivalent) or higher by S&P (or, if applicable, any Substitute Rating Agency), or one of those ratings if rated by only one of Moody’s, S&P and, if applicable, any Substitute Rating Agency, in each case with a stable or positive outlook. In October 2014, the Company entered into a series of forward contracts to lock the 10-year treasury rate (“benchmark rate”) on a portion of the Senior Notes with a notional amount of \$1.00 billion in aggregate. For additional details, refer to Note 14, “Derivative Instruments and Hedging Activities.”

The original discount on the Senior Notes amounted to \$4.0 million and is being amortized over the life of the debt. Interest is payable semi-annually on May 1 and November 1 of each year. The debt indenture (the “Indenture”) includes covenants that limit the Company’s ability to grant liens on its facilities and enter into sale and leaseback transactions, subject to certain allowances under which certain sale and leaseback transactions are not restricted. As of September 30, 2015, the Company was in compliance with all of its covenants under the Indenture associated with the Senior Notes.

In certain circumstances involving a change of control followed by a downgrade of the rating of a series of Senior Notes by at least two of Moody’s, S&P and Fitch Inc., unless the Company has exercised its right to redeem the Senior Notes of such series, the Company will be required to make an offer to repurchase all or, at the holder’s option, any part, of each holder’s Senior Notes of that series pursuant to the offer described below (the “Change of Control Offer”). In the Change of Control Offer, the Company will be required to offer payment in cash equal to 101% of the aggregate principal amount of Senior Notes repurchased plus accrued and unpaid interest, if any, on the Senior Notes repurchased, up to, but not including, the date of repurchase.

Based on the trading prices of the Senior Notes on the applicable dates, the fair value of the Senior Notes as of September 30, 2015 and June 30, 2015 was approximately \$2.52 billion, respectively. While the Senior Notes are recorded at cost, the fair value of the long-term debt was determined based on quoted prices in markets that are not active; accordingly, the long-term debt is categorized as Level 2 for purposes of the fair value measurement hierarchy.

Credit Facility (Term Loans and Unfunded Revolving Credit Facility):

In November 2014, the Company entered into \$750 million of five-year senior unsecured prepayable term loans and a \$500 million unfunded revolving credit facility (collectively, the “Credit Facility”) under the Credit Agreement (the “Credit Agreement”). The interest under the Credit Facility will be payable on the borrowed amounts at the London Interbank Offered Rate (“LIBOR”) plus a spread, which is currently 125 bps, and this spread is subject to adjustment in conjunction with the Company’s credit rating downgrades or upgrades. The spread ranges from 100 bps to 175 bps based on the then effective credit rating. The Company is also obligated to pay an annual commitment fee of 15 bps on the daily undrawn balance of the revolving credit facility, which is also subject to an adjustment in conjunction with the Company’s credit rating downgrades or upgrades by Moody’s and S&P. The annual commitment fee ranges from 10 bps to 25 bps on the daily undrawn balance of the revolving credit facility, depending upon the then effective credit rating. Principal payments with respect to the term loans will be made on the last day of each calendar quarter, and any unpaid principal balance of the term loans, including accrued interest, shall be payable on November 14, 2019 (the “Maturity Date”). The Company may prepay the term loans and unfunded revolving credit facility at any time without a prepayment penalty. During the first quarter of fiscal quarter ended September 30, 2015, the Company prepaid additional principal of \$40.0 million for the term loans.

Future principal payments for the Company’s term loans (without giving effect to \$50.6 million of principal prepayments as of September 30, 2015 that shall be applied to the future scheduled quarterly payments) as of September 30, 2015, are as follows:

Fiscal Quarters Ending	Quarterly Payment (in thousands)
September 30, 2015 through December 31, 2016	\$ 9,375
March 31, 2017 through December 31, 2017	\$ 14,063
March 31, 2018 through September 30, 2019	\$ 18,750
December 31, 2019	\$ 487,500

The Credit Facility requires the Company to maintain an interest expense coverage ratio as described in the Credit Agreement, on a quarterly basis, covering the trailing four consecutive fiscal quarters of no less than 3.50 to 1.00. In addition, the Company is required to maintain the maximum leverage ratio as described in the Credit Agreement, on a quarterly basis, covering the trailing four consecutive fiscal quarters for the fiscal quarters as described below.

Fiscal Quarters Ending	Maximum Leverage Ratio
September 30, 2015 and December 31, 2015	4.00:1.00
March 31, 2016 through September 30, 2016	3.75:1.00
December 31, 2016 and March 31, 2017	3.50:1.00
Thereafter	3.00:1.00

The Company was in compliance with the financial covenants under the Credit Agreement as of September 30, 2015 and had no outstanding borrowings under the unfunded revolving credit facility.

**NOTE 7 – EQUITY AND LONG-TERM INCENTIVE COMPENSATION PLANS**

**Equity Incentive Program**

As of September 30, 2015, the Company had two plans under which the Company was able to issue equity incentive awards, such as restricted stock units and stock options, to its employees, consultants and members of its Board of Directors: the 2004 Equity Incentive Plan (the “2004 Plan”) and the 1998 Director Plan (the “Outside Director Plan”).

2004 Plan:

The 2004 Plan provides for the grant of options to purchase shares of the Company’s common stock, stock appreciation rights, restricted stock units, performance shares, performance units and deferred stock units to the Company’s employees, consultants and members of its Board of Directors. As of September 30, 2015, 4.9 million shares were available for issuance under the 2004 Plan.

Any 2004 Plan awards of restricted stock units, performance shares, performance units or deferred stock units with a per share or unit purchase price lower than 100% of fair market value on the grant date are counted against the total number of shares issuable under the 2004 Plan as follows, based on the grant date of the applicable award: (a) for any such awards granted before November 6, 2013, the awards counted against the 2004 Plan share reserve as 1.8 shares for every one share subject thereto; and (b) for any such awards granted on or after November 6, 2013, the awards count against the 2004 Plan share reserve as 2.0 shares for every one share subject thereto.

In addition, in November 2013, the Company's stockholders also approved amendments to the 2004 Plan that included, among other things, giving the plan administrator the ability to grant "dividend equivalent" rights in connection with awards of restricted stock units, performance shares, performance units and deferred stock units before they are fully vested. It allows the plan administrator, at its discretion, to grant a right to receive dividends on the aforementioned awards which may be settled in cash or Company stock at the discretion of the plan administrator subject to meeting the vesting requirement of the underlying awards.

Outside Director Plan

The Outside Director Plan only permits the issuance of stock options to the non-employee members of the Board of Directors. As of September 30, 2015, 1.7 million shares were available for grant under the Outside Director Plan.

**Equity Incentive Plans - General Information**

The following table summarizes the combined activity under the Company's equity incentive plans for the indicated periods:

<u>(In thousands)</u>	<u>Available For Grant</u>
Balance as of June 30, 2015 <sup>(1)(2)</sup>	7,810
Restricted stock units granted <sup>(3)(2)</sup>	(1,477)
Restricted stock units canceled <sup>(2)</sup>	286
Balance as of September 30, 2015 <sup>(1)(2)</sup>	<u>6,619</u>

- (1) The Company has granted only restricted stock units under its equity incentive program since October 2007, except during the three months ended December 31, 2014, the Company adjusted the number of shares subject to outstanding options under the 2004 Plan by an aggregate of 4,245 shares pursuant to a proportionate and equitable adjustment for the effect of the special cash dividend, as required by the 2004 Plan. The total number of outstanding options under the 2004 Plan, as well as the associated exercise prices were adjusted to ensure the aggregate intrinsic value remained the same after considering the effect of the special cash dividend. As the adjustment was required by the 2004 Plan, under the authoritative guidance, the adjustment to the outstanding awards did not result in any incremental compensation expense. Additionally, the adjustment did not have an impact on the shares available for future issuance under the 2004 Plan.
- (2) The number of restricted stock units provided in this row reflects the application of the award multiplier as described above (1.8x or 2.0x depending on the grant date of the applicable award).
- (3) Includes restricted stock units granted to senior management during the three months ended September 30, 2015 with performance-based vesting criteria (in addition to service-based vesting criteria for any of such restricted stock units that are deemed to have been earned). As of September 30, 2015, it had not yet been determined the extent to which (if at all) the performance-based vesting criteria of such restricted stock units had been satisfied. Therefore, this line item includes all such performance-based restricted stock units granted during the three months ended September 30, 2015, reported at the maximum possible number of shares that may ultimately be issuable under such restricted stock units if all applicable performance-based criteria are achieved at their maximum levels and all applicable service-based criteria are fully satisfied.

The fair value of stock-based awards is measured at the grant date and is recognized as an expense over the employee's requisite service period. For restricted stock units granted without "dividend equivalent" rights, fair value is calculated using the closing price of the Company's common stock on the grant date, adjusted to exclude the present value of dividends which are not accrued on those restricted stock units. In November 2013, the Company's stockholders approved amendments to the 2004 Plan that included, among other things, giving the plan administrator the ability to grant "dividend equivalent" rights in connection with awards of restricted stock units, performance shares, performance units and deferred stock units before they are fully vested as discussed above. The fair value for restricted stock units granted with "dividend equivalent" rights is determined using the closing price of the Company's common stock on the grant date. As of September 30, 2015, the Company accrued \$20.9 million of dividends payable, substantially all of which is related to the special cash dividend for the unvested restricted stock units outstanding as of the dividend record date as well as restricted stock units granted with dividend equivalent rights during the three months ended September 30, 2015, which entitle the holders of such equity awards to the same dividend value per share as holders of common stock subject to meeting the vesting requirements of the underlying equity awards. The fair value for purchase rights under the Company's Employee Stock Purchase Plan is determined using a Black-Scholes valuation model.

The following table shows pre-tax stock-based compensation expense for the indicated periods:

<u>(In thousands)</u>	Three months ended September 30,	
	2015	2014
Stock-based compensation expense by:		
Costs of revenues	\$ 1,464	\$ 2,237
Engineering, research and development	2,492	3,740
Selling, general and administrative	8,292	9,506
Total stock-based compensation expense	<u>\$ 12,248</u>	<u>\$ 15,483</u>

The following table shows stock-based compensation capitalized as inventory as of the dates indicated below:

<u>(In thousands)</u>	As of September 30, 2015	As of June 30, 2015
Inventory	\$ 3,429	\$ 3,242

### Stock Options

The Company has not issued any stock options since October 2007. However, during the three months ended December 31, 2014, the Company adjusted the number of shares subject to outstanding options under the 2004 Plan by an aggregate of 4,245 shares pursuant to a proportionate and equitable adjustment for the effect of the special cash dividend, as required by the 2004 Plan. The total number of outstanding options under the 2004 Plan as well as the associated exercise prices were adjusted to ensure the aggregate intrinsic value remained the same after considering the effect of the special cash dividend. As the adjustment was required by the 2004 Plan, the adjustment to the outstanding awards did not result in any incremental compensation expense due to modification of such awards, under the authoritative guidance. Additionally, the adjustment did not have an impact on the shares available for future issuance under the 2004 Plan. As of September 30, 2015, the outstanding stock options are immaterial (all vested and exercisable).

The following table shows the total intrinsic value of options exercised, total cash received from employees and non-employee Board members as a result of stock option exercises and tax benefits realized by the Company in connection with these stock option exercises for the indicated periods:

<u>(In thousands)</u>	Three months ended September 30,	
	2015	2014
Total intrinsic value of options exercised	\$ —	\$ 3,478
Total cash received from employees and non-employee Board members as a result of stock option exercises	\$ —	\$ 4,677
Tax benefits realized by the Company in connection with these exercises	\$ —	\$ 1,617

The Company generally settles employee stock option exercises with newly issued common shares, except in certain tax jurisdictions where settling such exercises with treasury shares provides the Company or one of its subsidiaries with a tax benefit.

**Restricted Stock Units**

The following table shows the applicable number of restricted stock units and weighted-average grant date fair value for restricted stock units granted, vested and released, withheld for taxes, and forfeited during the three months ended September 30, 2015 and restricted stock units outstanding as of September 30, 2015 and June 30, 2015:

<b>Restricted Stock Units</b>	<b>Shares<sup>(1)</sup> (In thousands)</b>	<b>Weighted-Average Grant Date Fair Value</b>
Outstanding restricted stock units as of June 30, 2015	2,674	\$ 49.36
Granted <sup>(2)</sup>	738	\$ 50.44
Vested and released	(773)	\$ 37.88
Withheld for taxes	(434)	\$ 37.88
Forfeited	(152)	\$ 54.68
Outstanding restricted stock units as of September 30, 2015	2,053	\$ 56.11

- (1) Share numbers reflect actual shares subject to awarded restricted stock units. As described above, under the terms of the 2004 Plan, the number of shares subject to each award reflected in this number is multiplied by either 1.8x or 2.0x (depending on the grant date of the award) to calculate the impact of the award on the share reserve under the 2004 Plan.
- (2) Includes restricted stock units granted to senior management during the three months ended September 30, 2015 with performance-based vesting criteria (in addition to service-based vesting criteria for any of such restricted stock units that are deemed to have been earned). As of September 30, 2015, it had not yet been determined the extent to which (if at all) the performance-based vesting criteria of such restricted stock units had been satisfied. Therefore, this line item includes all such performance-based restricted stock units, reported at the maximum possible number of shares (i.e., 0.3 million shares during the three months ended September 30, 2015) that may ultimately be issuable under such restricted stock units if all applicable performance-based criteria are achieved at their maximum and all applicable service-based criteria are fully satisfied.

The restricted stock units granted by the Company since the beginning of the fiscal year ended June 30, 2013 generally vest (a) with respect to awards with only service-based vesting criteria, in four equal installments on the first, second, third and fourth anniversaries of the grant date and (b) with respect to awards with both performance-based and service-based vesting criteria, in two equal installments on the third and fourth anniversaries of the grant date, in each case subject to the recipient remaining employed by the Company as of the applicable vesting date. The restricted stock units granted by the Company from the beginning of the fiscal year ended June 30, 2007 through the fiscal year ended June 30, 2012 generally vest in two equal installments on the second and fourth anniversaries of the grant date, subject to the recipient remaining employed by the Company as of the applicable vesting date.

The following table shows the weighted-average grant date fair value per unit for the restricted stock units granted and tax benefits realized by the Company in connection with vested and released restricted stock units for the indicated periods:

<b>(In thousands, except for weighted-average grant date fair value)</b>	<b>Three months ended September 30,</b>	
	<b>2015</b>	<b>2014</b>
Weighted-average grant date fair value per unit	\$ 50.44	\$ 74.26
Tax benefits realized by the Company in connection with vested and released restricted stock units	\$ 23,517	\$ 23,301

As of September 30, 2015, the unrecognized stock-based compensation expense balance related to restricted stock units was \$81.8 million, excluding the impact of estimated forfeitures, and will be recognized over a weighted-average remaining contractual term and an estimated weighted-average amortization period of 1.9 years. The intrinsic value of outstanding restricted stock units as of September 30, 2015 was \$102.7 million.

**Cash-Based Long-Term Incentive Compensation**

Starting in the fiscal year ended June 30, 2013, the Company adopted a cash-based long-term incentive (“Cash LTI”) program for many of its employees as part of the Company’s employee compensation program. During the three months ended September 30, 2015 and 2014, the Company approved Cash LTI awards of \$0.3 million and \$1.6 million, respectively under the Company’s Cash Long-Term Incentive Plan (“Cash LTI Plan”). Cash LTI awards issued to employees under the Cash LTI Plan will vest in four equal installments, with 25% of the aggregate amount of the Cash LTI award vesting on each yearly anniversary of the grant date over a four-year period. In order to receive payments under a Cash LTI award, participants must remain employed by the Company as of the applicable award vesting date. Executives and non-employee Board members are not participating in this program. During the three months ended September 30, 2015 and 2014, the Company recognized \$9.9 million and \$7.8 million, respectively, in compensation expense under the Cash LTI Plan. As of September 30, 2015, the unrecognized compensation balance (excluding the impact of estimated forfeitures) related to the Cash LTI Plan was \$81.6 million.

**Employee Stock Purchase Plan**

KLA-Tencor’s Employee Stock Purchase Plan (“ESPP”) provides that eligible employees may contribute up to 10% of their eligible earnings toward the semi-annual purchase of KLA-Tencor’s common stock. The ESPP is qualified under Section 423 of the Internal Revenue Code. The employee’s purchase price is derived from a formula based on the closing price of the common stock on the first day of the offering period versus the closing price on the date of purchase (or, if not a trading day, on the immediately preceding trading day).

The offering period (or length of the look-back period) under the ESPP has a duration of six months, and the purchase price with respect to each offering period beginning on or after such date is, until otherwise amended, equal to 85% of the lesser of (i) the fair market value of the Company’s common stock at the commencement of the applicable six-month offering period or (ii) the fair market value of the Company’s common stock on the purchase date. The Company estimates the fair value of purchase rights under the ESPP using a Black-Scholes valuation model.

The fair value of each purchase right under the ESPP was estimated on the date of grant using the Black-Scholes option valuation model and the straight-line attribution approach with the following weighted-average assumptions:

	Three months ended September 30,	
	2015	2014
<b>Stock purchase plan:</b>		
Expected stock price volatility	23.9 %	23.5 %
Risk-free interest rate	0.1 %	0.1 %
Dividend yield	3.7 %	2.7 %
Expected life (in years)	0.5	0.5

The following table shows total cash received from employees for the issuance of shares under the ESPP, the number of shares purchased by employees through the ESPP, the tax benefits realized by the Company in connection with the disqualifying dispositions of shares purchased under the ESPP and the weighted-average fair value per share for the indicated periods:

	Three months ended September 30,	
	2015	2014
<b>(In thousands, except for weighted-average fair value per share)</b>		
Tax benefits realized by the Company in connection with the disqualifying dispositions of shares purchased under the ESPP	\$ 380	\$ 1,083
Weighted-average fair value per share based on Black-Scholes model	\$ 11.34	\$ 14.66

The ESPP shares are replenished annually on the first day of each fiscal year by virtue of an evergreen provision. The provision allows for share replenishment equal to the lesser of 2.0 million shares or the number of shares which KLA-Tencor estimates will be required to be issued under the ESPP during the forthcoming fiscal year. As of September 30, 2015, a total of 2.1 million shares were reserved and available for issuance under the ESPP.

**Quarterly cash dividends**

On August 6, 2015, the Company's Board of Directors declared a regular quarterly cash dividend of \$0.52 per share on the outstanding shares of the Company's common stock, which was paid on September 1, 2015 to the stockholders of record as of the close of business on August 17, 2015. Under the authoritative guidance, a dividend when declared is recognized as a reduction of retained earnings, to the extent available, with any excess recognized as a reduction of additional paid-in-capital. The quarterly cash dividend declared for the three months ended September 30, 2015 was recorded as a reduction of additional paid-in capital as the Company did not have retained earnings balance available as of the declaration date due to the balance being absorbed by the activity under our stock repurchase program. The total amount of regular quarterly cash dividends paid by the Company during the three months ended September 30, 2015 and 2014 was \$81.6 million and \$82.4 million, respectively. The amount of accrued dividends for quarterly cash dividends for unvested restricted stock units with dividend equivalent rights as of September 30, 2015 and 2014 was \$1.1 million and \$0.2 million, respectively.

**Special cash dividend**

On November 19, 2014, the Company's Board of Directors declared a special cash dividend of \$16.50 per share, which was paid on December 9, 2014 to the stockholders of record as of the close of business on December 1, 2014. Additionally, in connection with the special cash dividend, the Company's Board of Directors and the Compensation Committee of the Board of Directors approved a proportionate and equitable adjustment to outstanding equity awards (restricted stock units and stock options), as required under the 2004 Plan, subject to the vesting requirements of the underlying awards. As the adjustment was required by the 2004 Plan, the adjustment to the outstanding awards did not result in any incremental compensation expense due to modification of such awards, under the authoritative guidance. Under the authoritative guidance, the dividend when declared is recognized as a reduction of retained earnings, to the extent available, with any excess recognized as a reduction of additional paid-in-capital. The special cash dividend reduced the retained earnings by \$2.1 billion as of the special cash dividend declaration date, reducing the retained earnings amount to zero and the excess amount of the special cash dividend of \$646.5 million was charged against additional paid-in capital. The declaration and payment of the special cash dividend are part of the Company's leveraged recapitalization transaction under which the special cash dividend was financed through a combination of existing cash and proceeds from the debt financing disclosed in Note 6, "Debt" that was completed during the three months ended December 31, 2014. The total amount of the special cash dividend accrued by the Company during the three months ended December 31, 2014 was approximately \$2.76 billion, substantially all of which was paid out during the three months ended December 31, 2014. As of September 30, 2015, the Company accrued a total of \$19.8 million of dividends payable for the special cash dividend with respect to outstanding unvested restricted stock units, which will be paid when such underlying unvested restricted stock units vest. During the three months ended September 30, 2015, the total special cash dividends paid with respect to fully vested restricted stock units with dividend equivalent rights was \$20.0 million. Other than the special cash dividend declared during the three months ended December 31, 2014, the Company historically has not declared any special cash dividends.

**NOTE 8 – STOCK REPURCHASE PROGRAM**

The Company's Board of Directors has authorized a program for the Company to repurchase shares of the Company's common stock. The intent of this program is to offset the dilution from KLA-Tencor's equity incentive plans and employee stock purchase plan, as well as to return excess cash to the Company's stockholders. Subject to market conditions, applicable legal requirements and other factors, the repurchases were made in the open market in compliance with applicable securities laws, including the Securities Exchange Act of 1934 and the rules promulgated thereunder, such as Rule 10b-18. As of September 30, 2015, an aggregate of approximately 6.5 million shares were available for repurchase under the Company's repurchase program. In connection with entering into the Merger Agreement with Lam, we suspended further repurchases under our repurchase program effective October 21, 2015. Refer to Note 17 "Subsequent Events" for additional details.

Share repurchases for the indicated periods (based on the trade date of the applicable repurchase) were as follows:

<u>(In thousands)</u>	<u>Three months ended September 30,</u>	
	<u>2015</u>	<u>2014</u>
Number of shares of common stock repurchased	2,877	1,742
Total cost of repurchases	\$ 146,234	\$ 130,683

As of September 30, 2015 and 2014, the Company had repurchased 197,339 and 73,400 shares for \$9.6 million and \$5.8 million, respectively, which repurchases had not settled prior to September 30, 2015 and 2014. These amounts were recorded as a component of other current liabilities for both periods presented.



**NOTE 9 – NET INCOME PER SHARE**

Basic net income per share is calculated by dividing net income available to common stockholders by the weighted-average number of common shares outstanding during the period. Diluted net income per share is calculated by using the weighted-average number of common shares outstanding during the period, increased to include the number of additional shares of common stock that would have been outstanding if the shares of common stock underlying the Company's outstanding dilutive restricted stock units and stock options had been issued. The dilutive effect of outstanding restricted stock units and options is reflected in diluted net income per share by application of the treasury stock method. Under the treasury stock method, the amount the employee must pay for exercising stock options, the amount of compensation cost for future service that the Company has not yet recognized, and the amount of tax benefits that is to be recorded in additional paid-in capital when the award becomes deductible are assumed to be used to repurchase shares.

The following table sets forth the computation of basic and diluted net income per share:

<u>(In thousands, except per share amounts)</u>	Three months ended September 30,	
	2015	2014
Numerator:		
Net income	\$ 104,897	\$ 72,233
Denominator:		
Weighted-average shares-basic, excluding unvested restricted stock units	156,820	164,845
Effect of dilutive options and restricted stock units	1,164	1,735
Weighted-average shares-diluted	157,984	166,580
Basic net income per share	\$ 0.67	\$ 0.44
Diluted net income per share	\$ 0.66	\$ 0.43
Anti-dilutive securities excluded from the computation of diluted net income per share	307	73

**NOTE 10 – INCOME TAXES**

The following table provides details of income taxes:

<u>(Dollar amounts in thousands)</u>	Three months ended September 30,	
	2015	2014
Income before income taxes	\$ 134,299	\$ 99,007
Provision for income taxes	\$ 29,402	\$ 26,774
Effective tax rate	21.9 %	27.0 %

The Company's estimated annual effective tax rate for the fiscal year ending June 30, 2016 is forecasted to be approximately 22%.

Tax expense was lower as a percentage of income before taxes during the three months ended September 30, 2015 compared to the three months ended September 30, 2014 primarily due to the impact of the following items:

- Tax expense was decreased by \$8.2 million during the three months ended September 30, 2015 related to a decrease in the Company's unrecognized tax benefits from the expiration of the statute of limitations; partially offset by
- Tax expense was increased by \$3.0 million during the three months ended September 30, 2015 related to a non-deductible decrease in the value of the assets held within the Company's Executive Deferred Savings Plan.

In the normal course of business, the Company is subject to examination by tax authorities throughout the world. The Company is subject to United States federal income tax examination for all years beginning from the fiscal year ended June 30, 2012 and is under United States federal income tax examination for the fiscal year ended June 30, 2013. The Company is subject to state income tax examinations for all years beginning from the fiscal year ended June 30, 2011. The Company is also subject to examinations in other major foreign jurisdictions, including Singapore, for all years beginning from the fiscal year ended June 30, 2011. It is possible that certain examinations may be concluded in the next twelve months. The Company believes that it may recognize up to \$19.1 million of its existing unrecognized tax benefits within the next twelve months as a result of the lapse of statutes of limitations and the resolution of examinations with various tax authorities.

**NOTE 11 – LITIGATION AND OTHER LEGAL MATTERS**

The Company is named from time to time as a party to lawsuits and other types of legal proceedings and claims in the normal course of its business. Actions filed against the Company include commercial, intellectual property, customer, and labor and employment related claims, including complaints of alleged wrongful termination and potential class action lawsuits regarding alleged violations of federal and state wage and hour and other laws. In general, legal proceedings and claims, regardless of their merit, and associated internal investigations (especially those relating to intellectual property or confidential information disputes) are often expensive to prosecute, defend or conduct and may divert management’s attention and other company resources. Moreover, the results of legal proceedings are difficult to predict, and the costs incurred in litigation can be substantial, regardless of outcome. The Company believes the amounts provided in its condensed consolidated financial statements are adequate in light of the probable and estimated liabilities. However, because such matters are subject to many uncertainties, the ultimate outcomes are not predictable, and there can be no assurances that the actual amounts required to satisfy alleged liabilities from the matters described above will not exceed the amounts reflected in the Company’s condensed consolidated financial statements or will not have a material adverse effect on its results of operations, financial condition or cash flows.

For additional discussion of certain risks associated with legal proceedings, see Item 1A, “Risk Factors.”

**NOTE 12 – COMMITMENTS AND CONTINGENCIES**

**Factoring.** KLA-Tencor has agreements (referred to as “factoring agreements”) with financial institutions to sell certain of its trade receivables and promissory notes from customers without recourse. The Company does not believe it is at risk for any material losses as a result of these agreements. In addition, the Company periodically sells certain letters of credit (“LCs”), without recourse, received from customers in payment for goods.

The following table shows total receivables sold under factoring agreements and proceeds from sales of LCs for the indicated periods:

<u>(In thousands)</u>	Three months ended September 30,	
	2015	2014
Receivables sold under factoring agreements	\$ 33,844	\$ 25,620
Proceeds from sales of LCs	\$ —	\$ 6,920

Factoring and LC fees for the sale of certain trade receivables were recorded in interest income and other, net and were not material for the periods presented.

**Facilities.** KLA-Tencor leases certain of its facilities under arrangements that are accounted for as operating leases. Rent expense was \$2.1 million and \$2.3 million for the three months ended September 30, 2015 and 2014, respectively.

The following is a schedule of expected operating lease payments:

<u>Fiscal year ending June 30,</u>	<u>Amount</u> <u>(In thousands)</u>
2016 (remaining 9 months)	\$ 5,989
2017	5,934
2018	4,027
2019	1,867
2020	1,260
2021 and thereafter	553
Total minimum lease payments	<u>\$ 19,630</u>

**Purchase Commitments.** KLA-Tencor maintains commitments to purchase inventory from its suppliers as well as goods and services in the ordinary course of business. The Company's liability under these purchase commitments is generally restricted to a forecasted time-horizon as mutually agreed upon between the parties. This forecasted time-horizon can vary among different suppliers. The Company's estimate of its significant purchase commitments is approximately \$316.8 million as of September 30, 2015 which are primarily due within the next 12 months. Actual expenditures will vary based upon the volume of the transactions and length of contractual service provided. In addition, the amounts paid under these arrangements may be less in the event that the arrangements are renegotiated or canceled. Certain agreements provide for potential cancellation penalties.

**Cash Long-Term Incentive Plan.** As of September 30, 2015, the Company had committed \$119.3 million for future payment obligations under its Cash LTI Plan. The calculation of compensation expense related to the Cash LTI Plan includes estimated forfeiture rate assumptions. Cash LTI awards issued to employees under the Cash LTI Plan vest in four equal installments, with 25% of the aggregate amount of the Cash LTI award vesting on each yearly anniversary of the grant date over a four-year period. In order to receive payments under a Cash LTI award, participants must remain employed by the Company as of the applicable award vesting date.

**Warranties, Guarantees and Contingencies.** KLA-Tencor provides standard warranty coverage on its systems for 40 hours per week for 12 months, providing labor and parts necessary to repair the systems during the warranty period. The Company accounts for the estimated warranty cost as a charge to costs of revenues when revenue is recognized. The estimated warranty cost is based on historical product performance and field expenses. Utilizing actual service records, the Company calculates the average service hours and parts expense per system and applies the actual labor and overhead rates to determine the estimated warranty charge. The Company updates these estimated charges on a regular basis. The actual product performance and/or field expense profiles may differ, and in those cases the Company adjusts its warranty accruals accordingly.

The following table provides the changes in the product warranty accrual for the indicated periods:

<u>(In thousands)</u>	Three months ended	
	September 30,	
	2015	2014
Beginning balance	\$ 36,413	\$ 37,746
Accruals for warranties issued during the period	9,039	6,979
Changes in liability related to pre-existing warranties	(183)	(1,470)
Settlements made during the period	(9,377)	(10,196)
Ending balance	\$ 35,892	\$ 33,059

The Company maintains guarantee arrangements available through various financial institutions for up to \$23.1 million, of which \$19.9 million had been issued as of September 30, 2015, primarily to fund guarantees to customs authorities for value-added tax ("VAT") and other operating requirements of the Company's subsidiaries in Europe and Asia.

KLA-Tencor is a party to a variety of agreements pursuant to which it may be obligated to indemnify the other party with respect to certain matters. Typically, these obligations arise in connection with contracts and license agreements or the sale of assets, under which the Company customarily agrees to hold the other party harmless against losses arising from, or provides customers with other remedies to protect against, bodily injury or damage to personal property caused by the Company's products, non-compliance with the Company's product performance specifications, infringement by the Company's products of third-party intellectual property rights and a breach of warranties, representations and covenants related to matters such as title to assets sold, validity of certain intellectual property rights, non-infringement of third-party rights, and certain income tax-related matters. In each of these circumstances, payment by the Company is typically subject to the other party making a claim to and cooperating with the Company pursuant to the procedures specified in the particular contract.

This usually allows the Company to challenge the other party's claims or, in case of breach of intellectual property representations or covenants, to control the defense or settlement of any third-party claims brought against the other party. Further, the Company's obligations under these agreements may be limited in terms of amounts, activity (typically at the Company's option to replace or correct the products or terminate the agreement with a refund to the other party), and duration. In some instances, the Company may have recourse against third parties and/or insurance covering certain payments made by the Company.

Subject to certain limitations, the Company is obligated to indemnify its current and former directors, officers and employees with respect to certain litigation matters and investigations that arise in connection with their service to the Company. These obligations arise under the terms of the Company's certificate of incorporation, its bylaws, applicable contracts, and Delaware and California law. The obligation to indemnify generally means that the Company is required to pay or reimburse the individuals' reasonable legal expenses and possibly damages and other liabilities incurred in connection with these matters.

In addition, the Company may in limited circumstances enter into agreements that contain customer-specific commitments on pricing, tool reliability, spare parts stocking levels, response time and other commitments. Furthermore, the Company may give these customers limited audit or inspection rights to enable them to confirm that the Company is complying with these commitments. If a customer elects to exercise its audit or inspection rights, the Company may be required to expend significant resources to support the audit or inspection, as well as to defend or settle any dispute with a customer that could potentially arise out of such audit or inspection. To date, the Company has made no significant accruals in its condensed consolidated financial statements for this contingency. While the Company has not in the past incurred significant expenses for resolving disputes regarding these types of commitments, the Company cannot make any assurance that it will not incur any such liabilities in the future.

It is not possible to predict the maximum potential amount of future payments under these or similar agreements due to the conditional nature of the Company's obligations and the unique facts and circumstances involved in each particular agreement. Historically, payments made by the Company under these agreements have not had a material effect on its business, financial condition, results of operations or cash flows.

#### NOTE 13 — RESTRUCTURING CHARGES

The Company has in recent years undertaken a number of cost reduction activities, including workforce reductions, in an effort to lower its ongoing expense run rate. The program in the United States is accounted for in accordance with the authoritative guidance related to compensation for non-retirement post-employment benefits, whereas the programs in the Company's international locations are accounted for in accordance with the authoritative guidance for contingencies.

During the fourth quarter of fiscal year 2015, we implemented a plan to reduce our global employee workforce to streamline our organization and business processes in response to changing customer requirement in our industry. The goals of this reduction were to enable continued innovation, direct our resources toward our best opportunities and lower our ongoing expense run rate. We substantially completed the global workforce reduction during the three months ended September 30, 2015 and recorded a \$7.1 million net restructuring charge, of which \$2.8 million was recorded to costs of revenues, \$1 million to engineering, research and development expense and \$3.3 million to selling, general and administrative expense.

The following table shows the activity primarily related to the accrual for severance and benefits for the three months ended September 30, 2015 and 2014:

(In thousands)	Three months ended September 30,	
	2015	2014
Beginning balance	\$ 24,887	\$ 2,329
Restructuring costs	7,066	3,881
Adjustments	373	144
Cash payments	(19,265)	(1,399)
Ending balance	\$ 13,061	\$ 4,955

The accrual for severance and benefits as of September 30, 2015 is expected to be paid out by the end of our fiscal quarter ending December 31, 2015.

#### NOTE 14 – DERIVATIVE INSTRUMENTS AND HEDGING ACTIVITIES

The authoritative guidance requires companies to recognize all derivative instruments and hedging activities, including foreign currency exchange contracts, as either assets or liabilities at fair value on the balance sheet. Changes in the fair value of derivatives that do not qualify for hedge treatment, as well as the ineffective portion of any hedges, are recognized in other expense (income), net in the condensed consolidated statements of operations. In accordance with the guidance, the Company designates foreign currency forward exchange and option contracts as cash flow hedges of certain forecasted foreign currency denominated sales and purchase transactions.

KLA-Tencor's foreign subsidiaries operate and sell KLA-Tencor's products in various global markets. As a result, KLA-Tencor is exposed to risks relating to changes in foreign currency exchange rates. KLA-Tencor utilizes foreign currency forward exchange contracts and option contracts to hedge against future movements in foreign exchange rates that affect certain existing and forecasted foreign currency denominated sales and purchase transactions, such as the Japanese yen, the euro, the New Taiwan dollar and the Israeli new shekel. The Company routinely hedges its exposures to certain foreign currencies with various financial institutions in an effort to minimize the impact of certain currency exchange rate fluctuations. These currency forward exchange contracts and options, designated as cash flow hedges, generally have maturities of less than 18 months. Cash flow hedges are evaluated for effectiveness monthly, based on changes in total fair value of the derivatives. If a financial counterparty to any of the Company's hedging arrangements experiences financial difficulties or is otherwise unable to honor the terms of the foreign currency hedge, the Company may experience material losses.

For derivative instruments that are designated and qualify as cash flow hedges, the effective portion of the gains or losses on the derivative is reported as a component of accumulated other comprehensive income (loss) ("OCI") and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. Changes in the fair value of currency forward exchange and option contracts due to changes in time value are excluded from the assessment of effectiveness. Gains and losses on the derivative representing either hedge ineffectiveness or hedge components excluded from the assessment of effectiveness are recognized in current earnings.

For derivative instruments that are not designated as accounting hedges, gains and losses are recognized in other expense (income), net. The Company uses foreign currency forward contracts to hedge certain foreign currency denominated assets or liabilities. The gains and losses on these derivatives are largely offset by the changes in the fair value of the assets or liabilities being hedged.

In October 2014, in anticipation of the issuance of the Senior Notes, the Company entered into a series of forward contracts ("Rate Lock Agreements") to lock the benchmark rate on a portion of the Senior Notes. The objective of the Rate Lock Agreements was to hedge the risk associated with the variability in interest rates due to the changes in the benchmark rate leading up to the closing of the intended financing, on the notional amount being hedged. The Rate Lock Agreements had a notional amount of \$1.00 billion in aggregate which matured in the second quarter of the fiscal year ended June 30, 2015. The Company designated each of the Rate Lock Agreements as a qualifying hedging instrument and accounted for as a cash flow hedge, under which the effective portion of the gain or loss on the close out of the Rate Lock Agreements was initially recognized in accumulated other comprehensive income (loss) as a reduction of total stockholders' equity and subsequently amortized into earnings as a component of interest expense over the term of the underlying debt. The ineffective portion, if any, was recognized in earnings immediately. The Rate Lock Agreements were terminated on the date of pricing of the \$1.25 billion of 4.650% Senior Notes due in 2024 and the Company recorded the fair value of a \$7.5 million as a gain within accumulated other comprehensive income (loss) as of December 31, 2014. For the three months ended September 30, 2015, the Company recognized \$0.2 million for the amortization of the gain recognized in accumulated other comprehensive income (loss), which amount reduced the interest expense. As of the September 30, 2015, the unamortized portion of the fair value of the forward contracts for the rate lock agreements was \$6.9 million.

**Derivatives in Cash Flow Hedging Relationships: Foreign Exchange and Interest Rate Contracts**

The locations and amounts of designated and non-designated derivative instruments' gains and losses reported in the condensed consolidated financial statements for the indicated periods were as follows:

<u>(In thousands)</u>	<u>Location in Financial Statements</u>	<u>Three months ended September 30,</u>	
		<u>2015</u>	<u>2014</u>
<b>Derivatives Designated as Hedging Instruments</b>			
Gains (losses) in accumulated OCI on derivatives (effective portion)	Accumulated OCI	\$ (1,861)	\$ 2,033
Gains reclassified from accumulated OCI into income (effective portion):	Revenues	\$ 685	\$ 269
	Costs of revenues	(472)	(41)
	Interest expense	189	—
	Net gains reclassified from accumulated OCI into income (effective portion)	\$ 402	\$ 228
Gains (losses) recognized in income on derivatives (ineffective portion and amount excluded from effectiveness testing)	Other expense (income), net	\$ (126)	\$ 43
<b>Derivatives Not Designated as Hedging Instruments</b>			
Gains (losses) recognized in income	Other expense (income), net	\$ (6,382)	\$ 3,925

The U.S. dollar equivalent of all outstanding notional amounts of hedge contracts, with maximum maturity of approximately 13 months, as of the dates indicated below was as follows:

<u>(In thousands)</u>	<u>As of September 30, 2015</u>	<u>As of June 30, 2015</u>
<b>Cash flow hedge contracts</b>		
Purchase	\$ 23,941	\$ 32,775
Sell	\$ 119,843	\$ 88,800
<b>Other foreign currency hedge contracts</b>		
Purchase	\$ 120,739	\$ 64,012
Sell	\$ 119,869	\$ 123,091

The locations and fair value amounts of the Company's derivative instruments reported in its Condensed Consolidated Balance Sheets as of the dates indicated below were as follows:

<u>(In thousands)</u>	<u>Asset Derivatives</u>			<u>Liability Derivatives</u>		
	<u>Balance Sheet Location</u>	<u>As of September 30, 2015</u>	<u>As of June 30, 2015</u>	<u>Balance Sheet Location</u>	<u>As of September 30, 2015</u>	<u>As of June 30, 2015</u>
		<u>Fair Value</u>			<u>Fair Value</u>	
<b>Derivatives designated as hedging instruments</b>						
Foreign exchange contracts	Other current assets	\$ 478	\$ 1,722	Other current liabilities	\$ 2,869	\$ 1,920
<b>Total derivatives designated as hedging instruments</b>		\$ 478	\$ 1,722		\$ 2,869	\$ 1,920
<b>Derivatives not designated as hedging instruments</b>						
Foreign exchange contracts	Other current assets	\$ 704	\$ 1,342	Other current liabilities	\$ 2,643	\$ 1,186
<b>Total derivatives not designated as hedging instruments</b>		\$ 704	\$ 1,342		\$ 2,643	\$ 1,186
<b>Total derivatives</b>		\$ 1,182	\$ 3,064		\$ 5,512	\$ 3,106

The following table provides the balances and changes in accumulated OCI, before taxes, related to derivative instruments for the indicated periods:

(In thousands)	Three months ended September 30,	
	2015	2014
Beginning balance	\$ 7,110	\$ (20)
Amount reclassified to income	(402)	(228)
Net change in unrealized gains or losses	(1,861)	2,033
Ending balance	\$ 4,847	\$ 1,785

**Offsetting of Derivative Assets and Liabilities**

KLA-Tencor presents derivatives at gross fair values in the Condensed Consolidated Balance Sheets. The Company has entered into arrangements with each of its counterparties, which reduce credit risk by permitting net settlement of transactions with the same counterparty under certain conditions. As of September 30, 2015 and June 30, 2015, information related to the offsetting arrangements was as follows (in thousands):

**As of September 30, 2015**

Description	Gross Amounts of Derivatives	Gross Amounts of Derivatives Offset in the Condensed Consolidated Balance Sheets	Net Amount of Derivatives Presented in the Condensed Consolidated Balance Sheets	Gross Amounts of Derivatives Not Offset in the Condensed Consolidated Balance Sheets		
				Financial Instruments	Cash Collateral Received	Net Amount
Derivatives - Assets	\$ 1,182	\$ —	\$ 1,182	\$ (1,182)	\$ —	\$ —
Derivatives - Liabilities	\$ (5,512)	\$ —	\$ (5,512)	\$ 1,182	\$ —	\$ (4,330)

**As of June 30, 2015**

Description	Gross Amounts of Derivatives	Gross Amounts of Derivatives Offset in the Condensed Consolidated Balance Sheets	Net Amount of Derivatives Presented in the Condensed Consolidated Balance Sheets	Gross Amounts of Derivatives Not Offset in the Condensed Consolidated Balance Sheets		
				Financial Instruments	Cash Collateral Received	Net Amount
Derivatives - Assets	\$ 3,064	\$ —	\$ 3,064	\$ (2,809)	\$ —	\$ 255
Derivatives - Liabilities	\$ (3,106)	\$ —	\$ (3,106)	\$ 2,809	\$ —	\$ (297)

**NOTE 15 – RELATED PARTY TRANSACTIONS**

During the three months ended September 30, 2015 and 2014, the Company purchased from, or sold to, several entities, where one or more executive officers of the Company or members of the Company’s Board of Directors, or their immediate family members, also serves as an executive officer or a board member, including Avago Technologies Ltd., Citrix Systems, Inc., Cisco Systems, Inc. and NetApp, Inc. The following table provides the transactions with these parties for the indicated periods (for the portion of such period that they were considered related):

(In thousands)	Three months ended September 30,	
	2015	2014
Total revenues	\$ —	\$ 482
Total purchases	\$ 404	\$ 278

The receivable balance from these parties as of September 30, 2015 and June 30, 2015 was immaterial. Management believes that such transactions are at arm’s length and on similar terms as would have been obtained from unaffiliated third parties.

**NOTE 16 – SEGMENT REPORTING AND GEOGRAPHIC INFORMATION**

KLA-Tencor reports one reportable segment in accordance with the provisions of the authoritative guidance for segment reporting. Operating segments are defined as components of an enterprise about which separate financial information is evaluated regularly by the chief operating decision maker in deciding how to allocate resources and in assessing performance. KLA-Tencor’s chief operating decision maker is the Chief Executive Officer. The Company is engaged primarily in designing, manufacturing, and marketing process control and yield management solutions for the semiconductor and related nanoelectronics industries.

The Company has made certain organizational changes and consolidated its product divisions effective in the first quarter of fiscal year 2016. As a result, the Company has four operating segments which primarily reflect how it is organized by product offerings: Wafer Inspection, Patterning, Global Service and Support, and Others. Accordingly, the Company has recasted its financial information and disclosures for prior periods to be consistent with the current operating structure.

All operating segments have been aggregated due to their inter-dependencies, commonality of long-term economic characteristics, products and services, the production processes, class of customer and distribution processes. The Company’s service products are an extension of the system product portfolio and provide customers with spare parts and fab management services (including system preventive maintenance and optimization services) to improve yield, increase production uptime and throughput, and lower the cost of ownership. Since the Company operates in one reportable segment, all financial segment information required by the authoritative guidance can be found in the condensed consolidated financial statements.

The Company’s significant operations outside the United States include manufacturing facilities in Singapore, Israel, Germany and China and sales, marketing and service offices in Western Europe, Japan and the Asia Pacific regions. For geographical revenue reporting, revenues are attributed to the geographic location in which the customer is located. Long-lived assets consist of land, property and equipment, net and are attributed to the geographic region in which they are located.

The following is a summary of revenues by geographic region, based on ship-to location, for the indicated periods (as a percentage of total revenues):

<b>(Dollar amounts in thousands)</b>	<b>Three months ended September 30,</b>			
	<b>2015</b>		<b>2014</b>	
<b>Revenues:</b>				
North America	\$ 109,208	17%	\$ 195,370	30%
Taiwan	254,047	40%	126,577	20%
Japan	71,618	11%	112,224	17%
Europe & Israel	39,846	6%	55,176	9%
Korea	73,433	11%	69,287	11%
Rest of Asia	94,492	15%	84,267	13%
<b>Total</b>	<b>\$ 642,644</b>	<b>100%</b>	<b>\$ 642,901</b>	<b>100%</b>

The following is a summary of revenues by major products for the indicated periods (as a percentage of total revenues):

<b>(Dollar amounts in thousands)</b>	<b>Three months ended September 30,</b>			
	<b>2015</b>		<b>2014</b>	
<b>Revenues:</b>				
Wafer Inspection	\$ 227,783	35%	\$ 294,482	46%
Patterning	198,085	31%	152,898	24%
Global Service and Support <sup>(1)</sup>	199,871	31%	171,958	27%
Other	16,905	3%	23,563	3%
<b>Total</b>	<b>\$ 642,644</b>	<b>100%</b>	<b>\$ 642,901</b>	<b>100%</b>

(1) The Global Service and Support revenues includes service revenues as presented in the condensed consolidated statements of operations as well as certain product revenues, primarily revenues from the Company’s K-T Certified business.



[Table of Contents](#)

In the three months ended September 30, 2015, one customer accounted for approximately 23% of total revenues. In the three months ended September 30, 2014, three customers accounted for approximately 13%, 13% and 12% of total revenues. Two customers and one customer on an individual basis accounted for greater than 10% of net accounts receivables as of September 30, 2015 and June 30, 2015, respectively.

Long-lived assets by geographic region as of the dates indicated below were as follows:

<u>(In thousands)</u>	<u>As of</u> <u>September 30, 2015</u>	<u>As of</u> <u>June 30, 2015</u>
Long-lived assets:		
United States	\$ 199,159	\$ 207,779
Europe	16,099	16,536
Singapore	43,847	45,444
Israel	32,723	33,841
Rest of Asia	11,040	10,991
Total	<u>\$ 302,868</u>	<u>\$ 314,591</u>

**NOTE 17 – SUBSEQUENT EVENTS**

On October 21, 2015, the Company announced it had entered into a definitive agreement (the “Merger Agreement”) with Lam Research Corporation (“Lam”) pursuant to which it will combine with Lam (the “Merger”).

In accordance with the Merger Agreement, at the effective time of the Merger, each of the Company’s stockholder may elect to receive, for all shares of the Company’s common stock held at the closing of the transaction, and on a per share basis, one of the following: (i) mixed consideration, consisting of both 0.5 of a share of Lam Research common stock and \$32.00 in cash; (ii) all-stock consideration, consisting of a number of shares of Lam Research common stock equal to 0.5 plus \$32.00 divided by the volume weighted average price of Lam Research common stock over a five trading day period ending shortly before the closing of the transaction (“the five day VWAP”); or (iii) all-cash consideration, consisting of \$32.00 plus 0.5 times the five-day VWAP. If no election was made by the Company’s stockholders, they will be deemed to have elected the mixed consideration. All-cash and all-stock elections will be subject to proration in accordance with the terms of the Merger Agreement.

The transaction is expected to close in mid-calendar year 2016, pending receipt of customary regulatory approvals and the satisfaction of other customary closing conditions, including the approval by the Company’s stockholders of the Merger Agreement and the approval by Lam’s stockholders of the issuance of shares in the transaction.

The Merger Agreement contains certain termination rights for both the Company and Lam, including if a governmental body prohibits the Mergers or if the Mergers are not consummated by July 20, 2016, subject to certain extension rights. Upon termination of the Merger Agreement under specified circumstances, the Company or Lam will be required to pay the other party a termination fee of \$290.0 million.

For additional details on the transaction, refer to copy of the Merger Agreement attached as an Exhibit to the Form 8-K filed with the SEC on October 21, 2015.

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

### SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

*This report contains certain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. All statements other than statements of historical fact may be forward-looking statements. You can identify these and other forward-looking statements by the use of words such as "may," "will," "could," "would," "should," "expects," "plans," "anticipates," "relies," "believes," "estimates," "predicts," "intends," "potential," "continue," "thinks," "seeks," or the negative of such terms, or other comparable terminology. Forward-looking statements also include the assumptions underlying or relating to any of the foregoing statements. Such forward-looking statements include, among others, forecasts of the future results of our operations, including profitability; orders for our products and capital equipment generally; sales of semiconductors; the investments by our customers in advanced technologies and new materials; the allocation of capital spending by our customers (and, in particular, the percentage of spending that our customers allocate to process control); growth of revenue in the semiconductor industry, the semiconductor capital equipment industry and our business; technological trends in the semiconductor industry; future developments or trends in the global capital and financial markets; our future product offerings and product features; the success and market acceptance of new products; timing of shipment of backlog; our future product shipments and product and service revenues; our future gross margins; our future research and development expenses and selling, general and administrative expenses; our ability to successfully maintain cost discipline; international sales and operations; our ability to maintain or improve our existing competitive position; success of our product offerings; creation and funding of programs for research and development; attraction and retention of employees; results of our investment in leading edge technologies; the effects of hedging transactions; the effect of the sale of trade receivables and promissory notes from customers; our future income tax rate; future payments of dividends to our stockholders; the completion of any acquisitions of third parties, or the technology or assets thereof; benefits received from any acquisitions and development of acquired technologies; sufficiency of our existing cash balance, investments, cash generated from operations and unfunded revolving line of credit under a Credit Agreement (the "Credit Agreement") to meet our operating and working capital requirements, including debt service and payment thereof; future dividends, and stock repurchases; our compliance with the financial covenants under the Credit Agreement; the expected timing of the completion of our global employee workforce reduction; the additional charges that we may incur in connection with our global employee workforce reduction; the expected cost savings that we expect to recognize as a result of such workforce reduction; the adoption of new accounting pronouncements; the timing for the consummation of the Mergers; and our repayment of our approximately \$3.17 billion of outstanding indebtedness.*

*Our actual results may differ significantly from those projected in the forward-looking statements in this report. Factors that might cause or contribute to such differences include, but are not limited to, those discussed in Part II, Item 1A, "Risk Factors" in this report as well as in Item 1, "Business" and Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the year ended June 30, 2015, filed with the Securities and Exchange Commission on August 7, 2015 and in our Current Report on Form 8-K filed with the Securities and Exchange Commission on October 21, 2015 reporting on Item 1.01. You should carefully review these risks and also review the risks described in other documents we file from time to time with the Securities and Exchange Commission. You are cautioned not to place undue reliance on these forward-looking statements, and we expressly assume no obligation and do not intend to update the forward-looking statements in this report after the date hereof.*

### EXECUTIVE SUMMARY

KLA-Tencor Corporation is a leading supplier of process control and yield management solutions for the semiconductor and related nanoelectronics industries. Our broad portfolio of defect inspection and metrology products, and related service, software and other offerings primarily supports integrated circuit ("IC" or "chip") manufacturers throughout the entire semiconductor fabrication process, from research and development to final volume production. We provide leading-edge equipment, software and support that enable IC manufacturers to identify, resolve and manage significant advanced technology manufacturing process challenges and obtain higher finished product yields at lower overall cost. In addition to serving the semiconductor industry, we also provide a range of technology solutions to a number of other high technology industries, including the LED and data storage industries, as well as general materials research.

Our products and services are used by the vast majority of bare wafer, IC, lithography reticle (“reticle” or “mask”) and disk manufacturers around the world. Our products, services and expertise are used by our customers to measure, detect, analyze and resolve critical product defects that arise in that environment in order to control nanometric level manufacturing processes. Our revenues are driven largely by our customers’ spending on capital equipment and related maintenance services necessary to support key transitions in their underlying product technologies, or to increase their production volumes in response to market demand. Our semiconductor customers generally operate in one or more of the three major semiconductor markets - memory, foundry and logic. All three of these markets are characterized by rapid technological changes and sudden shifts in end-user demand, which influence the level and pattern of our customers’ spending on our products and services. Although capital spending in all three semiconductor markets has historically been very cyclical, the demand for more advanced and lower cost chips used in a growing number of consumer electronics, communications, data processing, and industrial and automotive products has resulted over the long term in a favorable demand environment for our process control and yield management solutions, particularly in the foundry and logic markets, which have higher levels of process control adoption than the memory market.

As we are a supplier to the global semiconductor and semiconductor-related industries, our customer base continues to become more highly concentrated over time, thereby increasing the potential impact of a sudden change in capital spending by a major customer on our revenues and profitability. As our customer base becomes increasingly more concentrated, large orders from a relatively limited number of customers account for a substantial portion of our sales, which potentially exposes us to more volatility for revenues and earnings. We are also subject to the cyclical capital spending that has historically characterized the semiconductor and semiconductor-related industries. The timing, length, intensity and volatility of the capacity-oriented capital spending cycles of our customers are unpredictable.

The semiconductor industry has also been characterized by constant technological innovation. The growing use of increasingly sophisticated semiconductor devices in mobile consumer products has caused many of our customers to invest in additional semiconductor manufacturing capabilities and capacity. On the other hand, higher design costs for the most advanced ICs could economically constrain leading-edge manufacturing technology customers to focus their resources on only the large technologically advanced products and applications. We believe that, over the long term, our customers will continue to invest in advanced technologies and new materials to enable smaller design rules and higher density applications that fuel demand for process control equipment, although the growth for such equipment may be adversely impacted by higher design costs for advanced ICs, reuse of installed products, and delays in production ramps by our customers in response to higher costs and technical challenges at more advanced technology nodes.

The demand for our products and our revenue levels are driven by our customers’ needs to solve the process challenges that they face as they adopt new technologies required to fabricate advanced ICs that are incorporated into sophisticated mobile devices. The timing for our customers in ordering and taking delivery of process control and yield management equipment is also determined by our customers’ requirements to meet the next generation production ramp schedules, and the timing for capacity expansion to meet end customer demand. During the three months ended September 30, 2015, new orders for our equipment increased modestly from prior quarter levels as well as our expectations, as a result of improved demand from our foundry market customers. However, any delay or push out by our customers in taking delivery of process control and yield management equipment may cause earnings volatility due to increases in the risk of inventory related charges as well as timing of revenue recognition due to expiration of credits or volume discounts, which, if not used by a stipulated time frame, will expire. Our earnings will depend not only on our revenue levels, but also on the amount of research and development spending required to meet our customers’ technology roadmaps. We have maintained production volumes and capacity to meet anticipated customer requirements and remain at risk of incurring significant inventory-related and other restructuring charges if business conditions deteriorate.

#### **Recent Developments**

On October 21, 2015, the Company announced it had entered into the Merger Agreement with Lam. Refer to Note 17 “Subsequent Events” for additional details.

The following table sets forth some of our key quarterly unaudited financial information that we use to manage our business:

(In thousands, except net income per share)	Three months ended				
	September 30, 2015	June 30, 2015	March 31, 2015	December 31, 2014	September 30, 2014
Total revenues	\$ 642,644	\$ 756,332	\$ 738,459	\$ 676,357	\$ 642,901
Total costs and operating expenses	\$ 481,850	\$ 553,845	\$ 543,473	\$ 521,643	\$ 533,748
Gross margin	\$ 372,400	\$ 433,065	\$ 418,177	\$ 393,144	\$ 354,434
Income from operations	\$ 160,794	\$ 202,487	\$ 194,986	\$ 154,714	\$ 109,153
Net income	\$ 104,897	\$ 142,019	\$ 131,638	\$ 20,268	\$ 72,233
Net income per share:					
Basic <sup>(1)</sup>	\$ 0.67	\$ 0.90	\$ 0.81	\$ 0.12	\$ 0.44
Diluted <sup>(1)</sup>	\$ 0.66	\$ 0.89	\$ 0.81	\$ 0.12	\$ 0.43

(1) Basic and diluted earnings per share are computed independently for each of the quarters presented based on the weighted-average basic and fully diluted shares outstanding for each quarter. Therefore, the sum of quarterly basic and diluted per share information may not equal annual (or other multiple-quarter calculations of) basic and diluted earnings per share.

Our net income decreased to \$104.9 million in the three months ended September 30, 2015 compared to \$142.0 million in the three months ended June 30, 2015, primarily as a result of lower product revenues in the three months ended September 30, 2015 relative to the three months ended June 30, 2015. Our net income increased to \$104.9 million in the three months ended September 30, 2015 compared to \$72.2 million in the three months ended September 30, 2014, primarily as a result of lower operating expenses in the three months ended September 30, 2015 relative to three months ended September 30, 2014. As discussed above, we implemented a plan to reduce our global employee workforce in the fourth quarter of fiscal year 2015 thus our operating expenses were lower in the three months ended September 30, 2015 due to our efforts to reduce headcount and related expenses.

Our net income for the three months ended December 31, 2014 of \$20.3 million includes an unfavorable impact of pre-tax net loss of \$131.7 million from our loss on extinguishment of debt and certain one-time expenses of \$2.5 million associated with the leveraged recapitalization that was completed during the three months ended December 31, 2014.

#### CRITICAL ACCOUNTING ESTIMATES AND POLICIES

The preparation of our condensed consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions in applying our accounting policies that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. Note 1 to the consolidated financial statements in our Annual Report on Form 10-K for the fiscal year ended June 30, 2015 describes the significant accounting policies and methods used in preparation of the condensed consolidated financial statements. We base these estimates and assumptions on historical experience, and evaluate them on an on-going basis to ensure that they remain reasonable under current conditions. Actual results could differ from those estimates. We discuss the development and selection of the critical accounting estimates with the Audit Committee of our Board of Directors on a quarterly basis, and the Audit Committee has reviewed our related disclosure in this Quarterly Report on Form 10-Q. The accounting policies that reflect our more significant estimates, judgments and assumptions and which we believe are the most critical to aid in fully understanding and evaluating our reported financial results include the following:

- Revenue Recognition
- Inventories
- Warranty
- Allowance for Doubtful Accounts
- Equity and Cash-Based Long-Term Incentive Compensation Plans
- Contingencies and Litigation
- Goodwill and Intangible Assets
- Income Taxes
- Valuation of Marketable Securities

There were no significant changes in our critical accounting estimates and policies during the three months ended September 30, 2015. Please refer to Management’s Discussion and Analysis of Financial Condition and Results of Operations contained in Part II, Item 7 of our Annual Report on Form 10-K for our fiscal year ended June 30, 2015 for a more complete discussion of our critical accounting policies and estimates.

**Valuation of Goodwill and Intangible Assets**

We assess goodwill for impairment annually as well as whenever events or changes in circumstances indicate that the carrying amount of goodwill in any reporting unit may not be recoverable. Long-lived assets are tested for recoverability whenever events or changes in circumstances indicate that the assets’ carrying amount may not be recoverable.

We have made certain organizational changes and consolidated our product divisions effective in the first quarter of fiscal year 2016, in response to changing customer requirements in the industry. As required by the authoritative guidance, when an entity reorganizes its reporting structure in a manner that changes the composition of one or more of its reporting units, goodwill is reassigned to the affected reporting units using a relative fair value allocation approach. The fair value of each reporting unit is compared to the fair value of the business immediately prior to the reorganization. The fair value for our reporting units was determined using a weighted combination of market-based and income-based approach. We have four reporting units as of September 30, 2015: Wafer Inspection, Patterning, Global Service and Support, and Others. The goodwill balance by reporting units as of September 30, 2015 were as follows:

<u>(In thousands)</u>	<u>Wafer Inspection</u>	<u>Patterning</u>	<u>Others</u>	<u>Total</u>
Balance as of June 30, 2015	\$ 332,783 <sup>(1)</sup>	\$ 2,480 <sup>(2)</sup>	\$ —	\$ 335,263
Goodwill allocation	(51,671) <sup>(3)</sup>	50,775 <sup>(3)</sup>	896 <sup>(3)</sup>	—
Goodwill adjustment	(45)	—	—	(45)
Balance as of September 30, 2015	<u>\$ 281,067</u>	<u>\$ 53,255</u>	<u>\$ 896</u>	<u>\$ 335,218</u>

- (1) The balance as of June 30, 2015, reflects goodwill for the Defect Inspection reporting unit under the old reporting structure which was renamed as Wafer Inspection under the new reporting structure after certain components were allocated out.
- (2) The balance as of June 30, 2015, reflects goodwill for the Metrology reporting unit under the old reporting structure which was renamed as Patterning under the new reporting structure after certain components were allocated in.
- (3) The reorganization resulted in certain goodwill balances to be reallocated as noted above.

We performed a qualitative assessment of the goodwill by reporting units during the three months ended December 31, 2014 and concluded that there was no impairment. In addition, we assessed for any impairment indicators during the three months ended September 30, 2015 as a result of the organizational change and the reallocation of goodwill as discussed above and concluded no potential impairment indicators existed requiring further analysis.

Our next annual assessment of the goodwill by reporting unit will be performed during the three months ending December 31, 2015. If we were to encounter challenging economic conditions, such as a decline in our operating results, an unfavorable industry or macroeconomic environment, a substantial decline in our stock price, or any other adverse change in market conditions, we may be required to perform the two-step quantitative goodwill impairment analysis. In addition, if such conditions have the effect of changing one of the critical assumptions or estimates we use to calculate the value of our goodwill or intangible assets, we may be required to record goodwill and/or intangible asset impairment charges in future periods, whether in connection with our next annual impairment assessment in the second quarter of fiscal year ending 2016 or subsequent to that, if any triggering event occurs outside of the quarter during which the annual goodwill impairment assessment is performed. It is not possible at this time to determine if any such future impairment charge would result or, if it does, whether such charge would be material to our results of operations.

## Revenue Recognition

We recognize revenue when persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, the selling price is fixed or determinable, and collectibility is reasonably assured. We derive revenue from three sources—sales of systems, spare parts and services. In general, we recognize revenue for systems when the system has been installed, is operating according to predetermined specifications and is accepted by the customer. When we have demonstrated a history of successful installation and acceptance, we recognize revenue upon delivery and customer acceptance.

Under certain circumstances, however, we recognize revenue prior to acceptance from the customer, as follows:

- When the customer has previously accepted the same tool, with the same specifications, and when we can objectively demonstrate that the tool meets all of the required acceptance criteria.
- When system sales to independent distributors have no installation requirement, contain no acceptance agreement, and 100% payment is due based upon shipment.
- When the installation of the system is deemed perfunctory.
- When the customer withholds acceptance due to issues unrelated to product performance, in which case revenue is recognized when the system is performing as intended and meets predetermined specifications.

In circumstances in which we recognize revenue prior to installation, the portion of revenue associated with installation is deferred based on estimated fair value, and that revenue is recognized upon completion of the installation.

In many instances, products are sold in stand-alone arrangements. Services are sold separately through renewals of annual maintenance contracts. We have multiple element revenue arrangements in cases where certain elements of a sales arrangement are not delivered and accepted in one reporting period. To determine the relative fair value of each element in a revenue arrangement, we allocate arrangement consideration based on the selling price hierarchy. For substantially all of the arrangements with multiple deliverables pertaining to products and services, we use vendor-specific objective evidence (“VSOE”) or third-party evidence (“TPE”) to allocate the selling price to each deliverable. We determine TPE based on historical prices charged for products and services when sold on a stand-alone basis. When we are unable to establish relative selling price using VSOE or TPE, we use estimated selling price (“ESP”) in our allocation of arrangement consideration. The objective of ESP is to determine the price at which we would transact a sale if the product or service were sold on a stand-alone basis. ESP could potentially be used for new or customized products. We regularly review relative selling prices and maintain internal controls over the establishment and updates of these estimates. In a multiple element revenue arrangement, we defer revenue recognition associated with the relative fair value of each undelivered element until that element is delivered to the customer. To be considered a separate element, the product or service in question must represent a separate unit of accounting, which means that such product or service must fulfill the following criteria: (a) the delivered item(s) has value to the customer on a stand-alone basis; and (b) if the arrangement includes a general right of return relative to the delivered item(s), delivery or performance of the undelivered item(s) is considered probable and substantially in our control. If the arrangement does not meet all the above criteria, the entire amount of the sales contract is deferred until all elements are accepted by the customer.

Trade-in rights are occasionally granted to customers to trade in tools in connection with subsequent purchases. We estimate the value of the trade-in right and reduce the revenue recognized on the initial sale. This amount is recognized at the earlier of the exercise of the trade-in right or the expiration of the trade-in right.

Spare parts revenue is recognized when the product has been shipped, risk of loss has passed to the customer and collection of the resulting receivable is probable.

Service and maintenance contract revenue is recognized ratably over the term of the maintenance contract. Revenue from services performed in the absence of a maintenance contract, including consulting and training revenue, is recognized when the related services are performed and collectibility is reasonably assured.

We sell stand-alone software that is subject to the software revenue recognition guidance. We periodically review selling prices to determine whether VSOE exists, and in situations where we are unable to establish VSOE for undelivered elements such as post-contract service, revenue is recognized ratably over the term of the service contract.

We also defer the fair value of non-standard warranty bundled with equipment sales as unearned revenue. Non-standard warranty includes services incremental to the standard 40-hour per week coverage for 12 months. Non-standard warranty is recognized ratably as revenue when the applicable warranty term period commences.

## [Table of Contents](#)

The deferred system profit balance equals the amount of deferred system revenue that was invoiced and due on shipment, less applicable product and warranty costs. Deferred system revenue represents the value of products that have been shipped and billed to customers which have not met our revenue recognition criteria. Deferred system profit does not include the profit associated with product shipments to certain customers in Japan, to whom title does not transfer until customer acceptance. Shipments to such customers in Japan are classified as inventory at cost until the time of acceptance.

We enter into sales arrangements that may consist of multiple deliverables of our products and services where certain elements of the sales arrangement are not delivered and accepted in one reporting period. Judgment is required to properly identify the accounting units of the multiple deliverable transactions and to determine the manner in which revenue should be allocated among the accounting units. Additionally, judgment is required to interpret various commercial terms and determine when all criteria of revenue recognition have been met in order for revenue recognition to occur in the appropriate accounting period. While changes in the allocation of the estimated selling price between the accounting units will not affect the amount of total revenue recognized for a particular arrangement, any material changes in these allocations could impact the timing of revenue recognition, which could have a material effect on our financial position and results of operations.

### Recent Accounting Pronouncements

#### *Updates Not Yet Effective*

In May 2014, the FASB issued an accounting standard update regarding revenue from customer contracts to transfer goods and services or non-financial assets, unless the contracts are covered by other standards (for example, insurance or lease contracts). Under the new guidance, an entity should recognize revenue in connection with the transfer of promised goods or services to customers in an amount that reflects the consideration that the entity expects to be entitled to receive in exchange for those goods or services. In addition, the new standard requires that reporting companies disclose the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The updates are effective for us beginning in the first quarter of our fiscal year ending June 30, 2018. In July 2015, the FASB announced a deferral of the effective date by one year, with early adoption on the original effective date permitted. The new revenue standard may be applied retrospectively to each prior period presented or retrospectively with the cumulative effect recognized as of the date of adoption. We are currently evaluating the impact of this accounting standard update on our consolidated financial statements.

In April 2015, the FASB issued an accounting standard update for customer's cloud based fees. The guidance changes what a customer must consider in determining whether a cloud computing arrangement contains a software license. If the arrangement contains a software license, the customer would account for the fees related to the software license element in accordance with guidance related to internal use software; if the arrangement does not contain a software license, the customer would account for the arrangement as a service contract. The update is effective for us beginning in the first quarter of our fiscal year ending June 30, 2017, with early adoption permitted. We are currently evaluating the impact of this accounting standard update on our consolidated financial statements.

In July 2015, the FASB issued an accounting standard update for the subsequent measurement of inventory. The amended guidance requires entities to measure inventory at the lower of cost or net realizable value. Net realizable value is the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal and transportation. The requirement would replace the current lower of cost or market evaluation and the accounting guidance is unchanged for inventory measured using last-in, first-out ("LIFO") or the retail inventory method. The update is effective for us beginning in the first quarter of our fiscal year ending June 30, 2018, with early adoption permitted to be applied prospectively. We are currently evaluating the impact of this accounting standard update on our consolidated financial statements.

## RESULTS OF OPERATIONS

### Revenues and Gross Margin

(Dollar amounts in thousands)	Three months ended			Q1 FY16 vs.		Q1 FY16 vs.	
	September 30, 2015	June 30, 2015	September 30, 2014	Q4 FY15	Q1 FY15	Q1 FY15	Q1 FY15
Revenues:							
Product	\$ 460,739	\$ 579,733	\$ 476,598	\$ (118,994)	(21)%	\$ (15,859)	(3)%
Service	181,905	176,599	166,303	5,306	3 %	15,602	9 %
Total revenues	\$ 642,644	\$ 756,332	\$ 642,901	\$ (113,688)	(15)%	\$ (257)	— %
Costs of revenues	\$ 270,244	\$ 323,267	\$ 288,467	\$ (53,023)	(16)%	\$ (18,223)	(6)%
Gross margin percentage	58%	57%	55%				

**Product revenues**

Our business is affected by the concentration of our customer base and our customers' capital equipment procurement schedules as a result of their investment plans. Our product revenues in any particular quarter are significantly impacted by the amount of new orders that we receive during that quarter and, depending upon the duration of manufacturing and installation cycles, in the preceding quarters.

Product revenues decreased during the three months ended September 30, 2015 compared to the three months ended June 30, 2015, primarily as a result of lower levels of shipments to our customers due to shifts in timing of capital investments to support their leading edge technology development and capacity-related expansion plans.

Product revenues decreased during the three months ended September 30, 2015 compared to the three months ended September 30, 2014, primarily as a result of increase in the system revenue backlog whereby physical delivery of a product to a customer has been completed, but for which revenue has not been recognized pursuant to our policy for revenue recognition.

**Service revenues**

Service revenues are generated from maintenance contracts, as well as billable time and material service calls made to our customers after the expiration of the warranty period. The amount of our service revenues is typically a function of the number of post-warranty systems installed at our customers' sites and the utilization of those systems, but it is also impacted by other factors, such as our rate of service contract renewals, the types of systems being serviced and fluctuations in foreign exchange rates. Service revenues during the three months ended September 30, 2015 increased compared to each of the three months ended June 30, 2015 and September 30, 2014, primarily due to an increase over time in the number of post-warranty systems installed at our customers' sites.

**Revenues by region**

The following is a summary of revenues by geographic region, based on ship-to location, for the indicated periods (as a percentage of total revenues):

<b>(Dollar amounts in thousands)</b>	<b>Three months ended</b>					
	<b>September 30, 2015</b>		<b>June 30, 2015</b>		<b>September 30, 2014</b>	
North America	\$ 109,208	17%	\$ 206,107	27%	\$ 195,370	30%
Taiwan	254,047	40%	234,896	31%	126,577	20%
Japan	71,618	11%	99,710	13%	112,224	17%
Europe & Israel	39,846	6%	57,564	8%	55,176	9%
Korea	73,433	11%	81,340	11%	69,287	11%
Rest of Asia	94,492	15%	76,716	10%	84,267	13%
<b>Total</b>	<b>\$ 642,644</b>	<b>100%</b>	<b>\$ 756,333</b>	<b>100%</b>	<b>\$ 642,901</b>	<b>100%</b>

A significant portion of our revenues continues to be generated in Asia, where a substantial portion of the world's semiconductor manufacturing capacity is located, and we expect that trend to continue.



## Gross margin

Our gross margin fluctuates with revenue levels and product mix and is affected by variations in costs related to manufacturing and servicing our products, including our ability to scale our operations efficiently and effectively in response to prevailing business conditions.

The following table summarizes the major factors that contributed to the changes in gross margin percentage:

	Gross Margin Percentage		Gross Margin Percentage	
	Three months ended		Three months ended	
<b>June 30, 2015</b>	57.3 %		<b>September 30, 2014</b>	55.1 %
Revenue volume of products and service	(2.5)%		Revenue volume of products and service	(0.7)%
Mix of products and services sold	1.8 %		Mix of products and services sold	3.3 %
Manufacturing labor, overhead and efficiencies	(0.6)%		Manufacturing labor, overhead and efficiencies	0.7 %
Other service and manufacturing costs	1.9 %		Other service and manufacturing costs	(0.5)%
<b>September 30, 2015</b>	57.9 %		<b>September 30, 2015</b>	57.9 %

Changes in gross margin percentage driven by revenue volume of products and services reflect our ability to leverage existing infrastructure to generate higher revenues. It also includes the effect of fluctuations in foreign exchange rates, average customer pricing and customer revenue deferrals associated with volume purchase agreements. Changes in gross margin percentage from mix of products and services sold reflect the impact of changes in the composition within product and service offerings. Changes in gross margin percentage from manufacturing labor, overhead and efficiencies reflect our ability to manage costs and drive productivity as we scale our manufacturing activity to respond to customer requirements; this includes the impact of capacity utilization, use of overtime and variability of cost structure. Changes in gross margin percentage from other service and manufacturing costs include the impact of customer support costs, including the efficiencies with which we deliver services to our customers, and the effectiveness with which we manage our production plans and inventory risk.

Our gross margin increased to 57.9% during the three months ended September 30, 2015 from 57.3% during the three months ended June 30, 2015, primarily due to lower field service related costs, warranty and service related charges and favorable mix of products and services, primarily offset by lower volume of products and services as well as a reduction in manufacturing efficiencies driven by lower manufacturing output.

Our gross margin increased to 57.9% during the three months ended September 30, 2015 from 55.1% during the three months ended September 30, 2014, primarily due to favorable mix of products, increase in manufacturing efficiencies and lower field service related costs, partially offset by lower volume of products and services.

## Engineering, Research and Development (“R&D”)

<u>(Dollar amounts in thousands)</u>	Three months ended			Q1 FY16 vs.		Q1 FY16 vs.	
	September 30, 2015	June 30, 2015	September 30, 2014	Q4 FY15	(7)%	Q1 FY15	(16)%
R&D expenses	\$ 119,943	\$ 128,839	\$ 143,637	\$ (8,896)	(7)%	\$ (23,694)	(16)%
R&D expenses as a percentage of total revenues	19%	17%	22%				

R&D expenses may fluctuate with product development phases and project timing as well as our focused R&D efforts that are aligned with our overall business strategy. Historically, our R&D expenses have generally increased over time, primarily due to higher costs associated with advanced product and technology development projects. We incur significant costs associated with these projects, including compensation for engineering talent, engineering material costs, and other expenses, as technological innovation is essential to our success.

R&D expenses during the three months ended September 30, 2015 decreased compared to the three months ended June 30, 2015, primarily due to lower employee related expenses as a result of reduced headcount and lower severance-related expenses of \$3.8 million as a result of our global workforce reduction that we initiated during the three months ended June 30, 2015 and a decrease in engineering materials and consulting expenses of \$4.2 million.

R&D expenses during the three months ended September 30, 2015 decreased compared to the three months ended September 30, 2014, primarily due to a decrease in employee-related expenses of \$10.8 million as a result of lower headcount resulting from our global workforce reduction that we initiated during the three months ended June 30, 2015 as well as lower variable compensation and a decrease in engineering materials and consulting expenses of \$11.2 million.

Our future operating results will depend significantly on our ability to produce products and provide services that have a competitive advantage in our marketplace. To do this, we believe that we must continue to make substantial and focused investments in our research and development. We remain committed to product development in new and emerging technologies as we address the yield challenges our customers face at future technology nodes.

**Selling, General and Administrative (“SG&A”)**

(Dollar amounts in thousands)	Three months ended			Q1 FY16 vs. Q4 FY15	Q1 FY16 vs. Q1 FY15
	September 30, 2015	June 30, 2015	September 30, 2014		
SG&A expenses	\$ 91,663	\$ 101,739	\$ 101,644	\$ (10,076)	(10)%
SG&A expenses as a percentage of total revenues	14%	13%	16%		

SG&A expenses during the three months ended September 30, 2015 decreased compared to the three months ended June 30, 2015, primarily due to a decrease in employee-related expenses of \$7.4 million as a result of lower headcount and severance-related expense resulting from our global workforce reduction that we initiated during the three months ended June 30, 2015 and a decrease in cost of support for sales evaluations of \$1.3 million, partially offset by an increase in facilities related expenses of \$1.3 million.

SG&A expenses during the three months ended September 30, 2015 decreased compared to the three months ended September 30, 2014, primarily due to a decrease in employee-related expenses of \$5.7 million as a result of lower headcount resulting from our global workforce reduction that we initiated during the three months ended June 30, 2015 as well decrease in compensation related benefits, a decrease in cost of support for sales evaluation of \$2.9 million, a decrease in travel-related expenses of \$1.8 million, a decrease in facilities related expenses of \$1.2 million, partially offset by an increase in severance-related and other expenses of \$2.8 million.

**Restructuring Charges**

During the fourth quarter of fiscal year 2015, we implemented a plan to reduce our global employee workforce to streamline our organization and business processes in response to changing customer requirement in our industry. The goals of this reduction were to enable continued innovation, direct our resources toward our best opportunities and lower our ongoing expense run rate. We expect to recognize significant cost savings from a number of activities we have recently undertaken, including estimated annual cost savings of approximately \$100 million of employee related costs as a result of our announced global employee workforce reduction. During the three months ended September 30, 2015, we recorded a \$7.1 million net restructuring charge, of which \$2.8 million was recorded to costs of revenues, \$1.0 million to engineering, research and development expense and \$3.3 million to selling, general and administrative expense. Refer to Note 13, “Restructuring Charges” for additional details.

The following table shows the activity primarily related to the accrual for severance and benefits expense for the three months ended September 30, 2015:

(In thousands)	Three months ended September 30, 2015
Beginning Balance	\$ 24,887
Restructuring costs	7,066
Adjustments	373
Cash payments	(19,265)
Ending Balance	\$ 13,061

The accrual for severance and benefits as of September 30, 2015 is expected to be paid out by the end of our fiscal quarter ending December 31, 2015.

**Interest Expense and Other Expense (Income), Net**

<b>(Dollar amounts in thousands)</b>	<b>Three months ended</b>		
	<b>September 30, 2015</b>	<b>June 30, 2015</b>	<b>September 30, 2014</b>
Interest expense	\$ 30,564	\$ 30,679	\$ 13,521
Other expense (income), net	\$ (4,069)	\$ (3,130)	\$ (3,375)
Interest expense as a percentage of total revenues	5 %	4 %	2 %
Other expense (income), net as a percentage of total revenues	1 %	— %	1 %

Interest expense during the three months ended September 30, 2015 remained relatively unchanged compared to the three months ended June 30, 2015 and included the interest expense and related charges for the issuance of \$2.5 billion aggregate principal amount of senior, unsecured long-term notes (collectively referred to as “Senior Notes”) and the \$750 million unsecured prepayable term loans and \$500 million unfunded revolving credit facility executed during the three months ended December 31, 2014.

Interest expense increased during the three months ended September 30, 2015 compared to the three months ended September 30, 2014, primarily due to the issuance of \$2.5 billion Senior Notes and the \$750 million unsecured prepayable term loans and \$500 million unfunded revolving credit facility executed during the three months ended December 31, 2014, relative to \$750 million of 6.900% Senior Notes due in 2018 (the “2018 Senior Notes”) outstanding for the three months ended September 30, 2014. The 2018 Senior Notes were redeemed during the three months ended December 31, 2014.

Other expense (income), net is comprised primarily of realized gains or losses on sales of marketable securities, gains or losses from revaluations of certain foreign currency denominated assets and liabilities as well as foreign currency contracts, impairments associated with our investments in privately-held companies and any subsequent recoveries of impaired investments, interest-related accruals (such as interest and penalty accruals related to our tax obligations) and interest income earned on our investment and cash portfolio.

The increase in other expense (income), net during the three months ended September 30, 2015 compared to the three months ended June 30, 2015 is mainly due to an increase in benefit of \$1.2 million received from an equity investment in a privately-held company that was written off previously, partially offset by an increase in foreign exchange losses of \$0.9 million.

The increase in other expense (income), net during the three months ended September 30, 2015 compared to the three months ended September 30, 2014 is mainly due to an increase in benefit of \$1.2 million received from an equity investment in a privately-held company that was written off previously and lower interest and penalty accruals related to uncertain tax positions of \$1.1 million, partially offset by a decrease in realized gains of marketable securities of \$1.6 million.

**Provision for Income Taxes**

The following table provides details of income taxes:

<b>(Dollar amounts in thousands)</b>	<b>Three months ended September 30,</b>	
	<b>2015</b>	<b>2014</b>
Income before income taxes	\$ 134,299	\$ 99,007
Provision for income taxes	\$ 29,402	\$ 26,774
Effective tax rate	21.9 %	27.0 %

Our estimated annual effective tax rate for the fiscal year ending June 30, 2016 is forecasted to be approximately 22%.

Tax expense was lower as a percentage of income before taxes during the three months ended September 30, 2015 compared to the three months ended September 30, 2014, primarily due to the impact of the following items:

- Tax expense was decreased by \$8.2 million during the three months ended September 30, 2015 related to a decrease in our unrecognized tax benefits from the expiration of the statute of limitations; and
- Tax expense was increased by \$3.0 million during the three months ended September 30, 2015 related to a non-deductible decrease in the value of the assets held within our Executive Deferred Savings Plan.

In the normal course of business, we are subject to examination by tax authorities throughout the world. We are subject to United States federal income tax examination for all years beginning from the fiscal year ended June 30, 2012 and are under United States federal income tax examination for the fiscal year ended June 30, 2013. We are subject to state income tax examinations for all years beginning from the fiscal year ended June 30, 2011. We are also subject to examinations in other major foreign jurisdictions, including Singapore, for all years beginning from the fiscal year ended June 30, 2011. It is possible that certain examinations may be concluded in the next twelve months. We believe that we may recognize up to \$19.1 million of our existing unrecognized tax benefits within the next twelve months as a result of the lapse of statutes of limitations and the resolution of examinations with various tax authorities. Although we believe our tax estimates are reasonable, the final determination of tax audits and any related litigation could be materially different from our historical income tax provisions and accruals. The results of an audit or litigation could have a material adverse effect on our results of operations or cash flows in the period or periods for which that determination is made.

**LIQUIDITY AND CAPITAL RESOURCES**

<u>(Dollar amounts in thousands)</u>	<u>As of September 30, 2015</u>	<u>As of June 30, 2015</u>
Cash and cash equivalents	\$ 763,697	\$ 838,025
Marketable securities	1,505,750	1,549,086
Total cash, cash equivalents and marketable securities	<u>\$ 2,269,447</u>	<u>\$ 2,387,111</u>
Percentage of total assets	50 %	49 %

<u>(In thousands)</u>	<u>Three months ended September 30,</u>	
	<u>2015</u>	<u>2014</u>
Cash flows:		
Net cash provided by operating activities	\$ 193,782	\$ 34,926
Net cash provided by investing activities	31,900	225,548
Net cash used in financing activities	(295,633)	(215,520)
Effect of exchange rate changes on cash and cash equivalents	(4,377)	(6,132)
Net increase (decrease) in cash and cash equivalents	<u>\$ (74,328)</u>	<u>\$ 38,822</u>

Cash and Cash Equivalents and Marketable Securities:

As of September 30, 2015, our cash, cash equivalents and marketable securities totaled \$2.3 billion, which is a decrease of \$117.7 million from June 30, 2015. The decrease is primarily attributable to payment of regular quarterly cash dividends and payment of special dividend with respect to fully vested restricted stock units with dividend equivalent rights aggregating to \$101.7 million, stock repurchases of \$142.6 million, prepayment of term loans of \$40.0 million, partially offset by cash generated from operations and our net proceeds from investing activities. As of September 30, 2015, \$1.5 billion of our \$2.3 billion of cash, cash equivalents and marketable securities were held by our foreign subsidiaries and branch offices. We currently intend to permanently reinvest \$1.4 billion of the cash held by our foreign subsidiaries and branch offices. If, however, a portion of these funds were to be repatriated to the United States, we would be required to accrue and pay U.S. and foreign taxes of approximately 30%-50% of the funds repatriated. The amount of taxes due will depend on the amount and manner of the repatriation, as well as the location from which the funds are repatriated. We have accrued (but have not paid) U.S. taxes on the remaining cash of \$150.0 million of the \$1.5 billion held by our foreign subsidiaries and branch offices. As such, these funds can be returned to the U.S. without accruing any additional U.S. tax expense.

Quarterly Cash Dividends and Special Cash Dividend:

During three months ended September 30, 2015, our Board of Directors declared a regular quarterly cash dividend of \$0.52 per share on our outstanding common stock, which was paid on September 1, 2015 to our stockholders of record as of the close of business on August 17, 2015. During the same period in fiscal year 2014, our Board of Directors declared and paid a regular quarterly cash dividend of \$0.50 per share on our outstanding common stock. The total amount of regular quarterly cash dividends paid during the three months ended September 30, 2015 and 2014 was \$81.6 million and \$82.4 million, respectively. The amount of accrued dividends payable for regular quarterly cash dividends on unvested restricted stock units with dividend equivalent rights as of September 30, 2015 and 2014 was \$1.1 million and \$0.2 million, respectively. These amounts will be paid upon vesting of the underlying unvested restricted stock units as described in Note 7, "Equity and Long-term Incentive Compensation Plans."

On November 19, 2014, we declared a special cash dividend of \$16.50 per share on our outstanding common stock which was paid on December 9, 2014 to our stockholders of record as of the close of business on December 1, 2014. Additionally, in connection with the special cash dividend, our Board of Directors and our Compensation Committee of our Board of Directors approved a proportionate and equitable adjustment to outstanding equity awards (restricted stock units and stock options) under the 2004 Equity Incentive Plan (the "2004 Plan"), as required by the 2004 Plan, subject to the vesting requirements of the underlying awards. As the adjustment was required by the 2004 Plan, the adjustment to the outstanding awards did not result in any incremental compensation expense due to modification of such awards, under the authoritative guidance. The declaration and payment of the special cash dividend was part of our leveraged recapitalization transaction under which the special cash dividend was financed through a combination of existing cash and proceeds from the debt financing disclosed in Note 6, "Debt" that was completed during the three months ended December 31, 2014. The total amount of the special cash dividend accrued by the Company during the three months ended December 31, 2014 was approximately \$2.76 billion, substantially all of which was paid out during the three months ended December 31, 2014. As of September 30, 2015, we have \$19.8 million accrued dividends payable for special cash dividend with respect to outstanding unvested restricted stock units, which will be paid when such underlying unvested restricted stock units vest as described in detail in Note 7, "Equity and Long-term Incentive Compensation Plans." During the three months ended September 30, 2015, the total special cash dividends paid with respect to fully vested restricted stock units with dividend equivalent rights was \$20.0 million. We did not declare any special cash dividend in the three months ended September 30, 2015. Other than the special cash dividend declared during the three months ended December 31, 2014, we historically have not declared any special cash dividends.

Stock Repurchases:

The shares repurchased under our stock repurchase program have decreased our basic and diluted weighted-average shares outstanding for the three months ended September 30, 2015 compared to the three months ended September 30, 2014. The stock repurchase program is intended, in part, to offset shares issued in connection with the purchases under our ESPP program and the vesting of employee restricted stock units.

Cash Flows from Operating Activities:

We have historically financed our liquidity requirements through cash generated from operations. Net cash provided by operating activities during the three months ended September 30, 2015 increased by approximately \$158.9 million compared to the three months ended September 30, 2014 primarily as a result of the following factors:

- An increase in collections of approximately \$135 million mostly due to higher shipments during the three months ended September 30, 2015 compared to the three months ended September 30, 2014;
- A decrease in payroll and employee-related payments of approximately \$12 million during the three months ended September 30, 2015 compared to the three months ended September 30, 2014; and
- A decrease in net income tax payments of approximately \$13 million during the three months ended September 30, 2015 compared to the three months ended September 30, 2014.

Cash Flows from Investing Activities:

Net cash provided by investing activities during the three months ended September 30, 2015 decreased compared to the three months ended September 30, 2014 by approximately \$193.6 million, primarily as a result of our strategic decision to liquidate certain marketable securities in our investment portfolio to fund our working capital requirements during the three months ended September 30, 2014, partially offset by approximately \$6.0 million lower capital expenditures during the three months ended September 30, 2015, as compared to the three months ended September 30, 2014.

Cash Flows from Financing Activities:

Net cash used in financing activities during the three months ended September 30, 2015 increased by approximately \$80.0 million compared to the three months ended September 30, 2014. Net cash used in financing activities was impacted by:

- Prepayment for the term loans principal of \$40.0 million;
- Payments of special dividends with respect to fully vested restricted stock units with dividend equivalent rights of \$20.0 million during the three months ended September 30, 2015 compared to no such payment during the three months ended September 30, 2014; and
- An increase in common stock repurchases of \$17.8 million during the three months ended September 30, 2015 compared to the three months ended September 30, 2014.

Senior Notes:

In November 2014, we issued \$2.50 billion aggregate principal amount of senior, unsecured long-term notes (collectively referred to as “Senior Notes”). We issued the Senior Notes as part of the leveraged recapitalization plan under which the proceeds from the Senior Notes in conjunction with the proceeds from the term loans (described below) and cash on hand were used (x) to fund a special cash dividend of \$16.50 per share, aggregating to approximately \$2.76 billion, (y) to redeem \$750 million of 2018 Senior Notes, including associated redemption premiums, accrued interest and other fees and expenses and (z) for other general corporate purposes, including repurchases of shares pursuant to our stock repurchase program. The interest rate specified for each series of the Senior Notes will be subject to adjustments from time to time if Moody’s Investor Service, Inc. (“Moody’s”) or Standard & Poor’s Ratings Services (“S&P”) or, under certain circumstances, a substitute rating agency selected by us as a replacement for Moody’s or S&P, as the case may be (a “Substitute Rating Agency”), downgrades (or subsequently upgrades) its rating assigned to the respective series of Senior Notes such that the adjusted rating is below investment grade. If the adjusted rating of any series of Senior Notes from Moody’s (or, if applicable, any Substitute Rating Agency) is decreased to Ba1, Ba2, Ba3 or B1 or below, the stated interest rate on such series of Senior Notes as noted above will increase by 25 bps, 50 bps, 75 bps or 100 bps, respectively (“bps” refers to Basis Points and 1% is equal to 100 bps). If the rating of any series of Senior Notes from S&P (or, if applicable, any Substitute Rating Agency) with respect to such series of Senior Notes is decreased to BB+, BB, BB- or B+ or below, the stated interest rate on such series of Senior Notes as noted above will increase by 25 bps, 50 bps, 75 bps or 100 bps, respectively. The interest rates on any series of Senior Notes will permanently cease to be subject to any adjustment (notwithstanding any subsequent decrease in the ratings by any of Moody’s, S&P and, if applicable, any Substitute Rating Agency) if such series of Senior Notes becomes rated “Baa1” (or its equivalent) or higher by Moody’s (or, if applicable, any Substitute Rating Agency) and “BBB+” (or its equivalent) or higher by S&P (or, if applicable, any Substitute Rating Agency), or one of those ratings if rated by only one of Moody’s, S&P and, if applicable, any Substitute Rating Agency, in each case with a stable or positive outlook. In October 2014, we entered into a series of forward contracts to lock the 10-year treasury rate (“benchmark rate”) on a portion of the Senior Notes with a notional amount of \$1.00 billion in aggregate. For additional details, refer to Note 14, “Derivative Instruments and Hedging Activities.”

The original discount on the Senior Notes amounted to \$4.0 million and is being amortized over the life of the debt. Interest is payable semi-annually on May 1 and November 1 of each year. The debt indenture (the “Indenture”) includes covenants that limit our ability to grant liens on its facilities and enter into sale and leaseback transactions, subject to certain allowances under which certain sale and leaseback transactions are not restricted. As of September 30, 2015, we were in compliance with all of the covenants under the Indenture associated with the Senior Notes.

Debt Issuance - Credit Facility (Term Loans and Unfunded Revolving Credit Facility):

In November 2014, we entered into \$750 million of five-year senior unsecured prepayable term loans and a \$500 million unfunded revolving credit facility (collectively, the “Credit Facility”) under the Credit Agreement. The interest under the Credit Facility will be payable on the borrowed amounts at the London Interbank Offered Rate (“LIBOR”) plus a spread, which is currently 125 bps, and this spread is subject to adjustment in conjunction with our credit rating downgrades or upgrades by Moody’s and S&P. The spread ranges from 100 bps to 175 bps based on the then effective credit rating. We are also obligated to pay an annual commitment fee of 15 bps on the daily undrawn balance of the revolving credit facility, which is also subject to an adjustment in conjunction with our credit rating downgrades or upgrades. The annual commitment fee ranges from 10 bps to 25 bps on the daily undrawn balance of the revolving credit facility, depending upon the then effective credit rating. Principal payments with respect to the term loans will be made on the last day of each calendar quarter and any unpaid principal balance of the term loans, including accrued interest, shall be payable on November 14, 2019 (the “Maturity Date”). We may prepay the term loans and unfunded revolving credit facility at any time without a prepayment penalty. During the first quarter of fiscal year ended September 30, 2015, we prepaid additional principal of \$40.0 million for the term loans.

Future principal payments for the term loans (without giving effect to \$50.6 million of principal prepayments as of September 30, 2015 that shall be applied to the future scheduled quarterly payments) as of September 30, 2015, are as follows:

Fiscal Quarters Ending	Quarterly Payment (in thousands)
September 30, 2015 through December 31, 2016	\$ 9,375
March 31, 2017 through December 31, 2017	\$ 14,063
March 31, 2018 through September 30, 2019	\$ 18,750
December 31, 2019	\$ 487,500

The Credit Facility requires us to maintain an interest expense coverage ratio as described in the Credit Agreement, on a quarterly basis, covering the trailing four consecutive fiscal quarters of no less than 3.50 to 1.00. In addition, we are required to maintain the maximum leverage ratio as described in the Credit Agreement, on a quarterly basis, covering the trailing four consecutive fiscal quarters for the fiscal quarters as described below.

Fiscal Quarters Ending	Maximum Leverage Ratio
September 30, 2015 and December 31, 2015	4.00:1.00
March 31, 2016 through September 30, 2016	3.75:1.00
December 31, 2016 and March 31, 2017	3.50:1.00
Thereafter	3.00:1.00

We were in compliance with the financial covenants under the Credit Agreement as of September 30, 2015 (the interest expense coverage ratio was 7.25 to 1.00 and the leverage ratio was 3.56 to 1.00) and had no outstanding borrowings under the unfunded revolving credit facility. Considering our current liquidity position, short-term financial forecasts and ability to prepay the term loans, if necessary, we expect to continue to be in compliance with our financial covenants at the end of our fiscal year ending June 30, 2015.

Contractual Obligations:

The following is a schedule summarizing our significant obligations to make future payments under contractual obligations as of September 30, 2015:

(In thousands)	Fiscal year ending June 30,							
	Total	2016 <sup>(2)</sup>	2017	2018	2019	2020	2021 and thereafter	Other
Debt obligations <sup>(1)</sup>	\$ 3,171,250	\$ —	\$ 24,375	\$ 315,625	\$ 75,000	\$ 756,250	\$ 2,000,000	\$ —
Interest payment associated with all debt obligations <sup>(3)</sup>	1,061,290	118,884	118,722	115,049	110,936	100,386	497,313	—
Purchase commitments <sup>(4)</sup>	316,789	306,270	10,059	344	55	—	61	—
Income taxes payable <sup>(5)</sup>	70,230	—	—	—	—	—	—	70,230
Operating leases	19,630	5,989	5,934	4,027	1,867	1,260	553	—
Cash long-term incentive program <sup>(6)</sup>	119,291	38,390	39,043	27,442	14,352	64	—	—
Pension obligations	20,788	2,276	1,348	1,570	1,559	1,413	12,622	—
Executive Deferred Savings Plan <sup>(7)</sup>	160,437	—	—	—	—	—	—	160,437
Other <sup>(8)</sup>	20,892	2,071	9,009	6,580	3,174	58	—	—
Total contractual cash obligations	<u>\$ 4,960,597</u>	<u>\$ 473,880</u>	<u>\$ 208,490</u>	<u>\$ 470,637</u>	<u>\$ 206,943</u>	<u>\$ 859,431</u>	<u>\$ 2,510,549</u>	<u>\$ 230,667</u>

(1) In November 2014, we issued \$750 million aggregate principal amount of term loans due in 2020 (outstanding balance of \$671.3 million as of September 30, 2015) and \$2.50 billion aggregate principal amount of Senior Notes due from fiscal year 2018 to fiscal year 2035. During the first quarter of fiscal year ended September 30, 2015, the Company prepaid additional principal of \$40.0 million for the term loans.

(2) For remaining nine months of fiscal year 2016.

- (3) The interest payments associated with the Senior Notes obligations included in the table above are based on the principal amount multiplied by the applicable coupon rate for each series of Senior Notes. Our future interest payments are subject to change if our then effective credit rating is below investment grade as discussed above. The interest payments under the term loans are payable on the borrowed amounts at the LIBOR plus 125 bps. As of September 30, 2015, we utilized the existing interest rates to project our estimated term loans interest payments for the next five years. The interest payment under the revolving credit facility for the undrawn balance is payable at 15 bps as a commitment fee based on the daily undrawn balance and we utilized the existing rate for the projected interest payments included in the table above. Our future interest payments for the term loans and the revolving credit facility are subject to change due to future fluctuations in the LIBOR rates as well as any upgrades or downgrades to our then effective credit rating.
- (4) Represents an estimate of significant commitments to purchase inventory from our suppliers as well as an estimate of significant purchase commitments associated with other goods and services in the ordinary course of business. Our liability under these purchase commitments is generally restricted to a forecasted time-horizon as mutually agreed upon between the parties. This forecasted time-horizon can vary among different suppliers. Actual expenditures will vary based upon the volume of the transactions and length of contractual service provided. In addition, the amounts paid under these arrangements may be less in the event the arrangements are renegotiated or canceled. Certain agreements provide for potential cancellation penalties.
- (5) Represents the estimated income tax payable obligation related to uncertain tax positions as well as related accrued interest. We are unable to make a reasonably reliable estimate of the timing of payments in individual years due to uncertainties in the timing of tax audit outcomes.
- (6) Represents the amount committed under our cash long-term incentive program. The expected payment after estimated forfeitures is approximately \$97.2 million.
- (7) Represents the amount committed under our non-qualified executive deferred compensation plan. We are unable to make a reasonably reliable estimate of the timing of payments in individual years due to the uncertainties in the timing around participant's separation and any potential changes that participants may decide to make to the previous distribution elections.
- (8) Represents the amount committed for accrued dividends payable, substantially all of which are for the special cash dividend for the unvested restricted stock units as of the dividend record date as well as restricted stock units granted with dividend equivalent rights. For additional details, refer to Note 7, "Equity and Long-term Incentive Compensation Plans".

Starting in fiscal year ended June 30, 2013, we adopted a cash-based long-term incentive ("Cash LTI") program for many of our employees as part of our employee compensation program. Cash LTI awards issued to employees under the Cash Long-Term Incentive Plan ("Cash LTI Plan") generally vest in four equal installments, with 25% of the aggregate amount of the Cash LTI award vesting on each yearly anniversary of the grant date over a four-year period. In order to receive payments under the Cash LTI Plan, participants must remain employed by us as of the applicable award vesting date.

We have agreements with financial institutions to sell certain of our trade receivables and promissory notes from customers without recourse. In addition, we periodically sell certain letters of credit ("LCs"), without recourse, received from customers in payment for goods.

The following table shows total receivables sold under factoring agreements and proceeds from sales of LCs for the indicated periods:

<u>(In thousands)</u>	<b>Three months ended September 30,</b>	
	<b>2015</b>	<b>2014</b>
Receivables sold under factoring agreements	\$ 33,844	\$ 25,620
Proceeds from sales of LCs	\$ —	\$ 6,920

Factoring and LC fees for the sale of certain trade receivables were recorded in other expense (income), net and were not material for the periods presented.

We maintain guarantee arrangements available through various financial institutions for up to \$23.1 million, of which \$19.9 million had been issued as of September 30, 2015, primarily to fund guarantees to customs authorities for value-added tax ("VAT") and other operating requirements of our subsidiaries in Europe and Asia.



We provide standard warranty coverage on our systems for 40 hours per week for 12 months, providing labor and parts necessary to repair the systems during the warranty period. We account for the estimated warranty cost as a charge to costs of revenues when revenue is recognized. The estimated warranty cost is based on historical product performance and field expenses. The actual product performance and/or field expense profiles may differ, and in those cases we adjust our warranty accruals accordingly. The difference between the estimated and actual warranty costs tends to be larger for new product introductions as there is limited historical product performance to estimate warranty expense; our warranty charge estimates for more mature products with longer product performance histories tend to be more stable. Non-standard warranty coverage generally includes services incremental to the standard 40 hours per week coverage for 12 months. See Note 12, "Commitments and Contingencies," to the condensed consolidated financial statements for a detailed description.

*Working Capital:*

Working capital was \$2.8 billion as of September 30, 2015, which is a decrease of \$142.6 million compared to our working capital as of June 30, 2015. The decrease in working capital is primarily attributable to payment of regular quarterly cash dividends and payment of special dividend with respect to fully vested restricted stock units with dividend equivalent rights aggregating to \$101.7 million, stock repurchases of \$142.6 million and prepayment of the current portion of the term loans of \$26.9 million, partially offset by collections of accounts receivable of \$125.0 million and an increase in inventories of approximately \$32.0 million. As of September 30, 2015, our principal sources of liquidity consisted of \$2.3 billion of cash, cash equivalents and marketable securities. Our liquidity is affected by many factors, some of which are based on the normal ongoing operations of the business, and others of which relate to the uncertainties of global and regional economies and the semiconductor and the semiconductor equipment industries. Although cash requirements will fluctuate based on the timing and extent of these factors, we believe that cash generated from operations, together with the liquidity provided by existing cash and cash equivalents balances and our \$500 million unfunded revolving credit facility, will be sufficient to satisfy our liquidity requirements associated with working capital needs, capital expenditures, dividends, stock repurchases and other contractual obligations, including repayment of outstanding debt, for at least the next 12 months.

Our credit ratings and outlooks as of September 30, 2015 are summarized below:

<u>Rating Agency</u>	<u>Rating</u>	<u>Outlook</u>
Fitch	BBB-	Stable
Moody's	Baa2	Stable
Standard & Poor's	BBB	Stable

Factors that can affect our credit ratings include changes in our operating performance, the economic environment, conditions in the semiconductor and semiconductor equipment industries, our financial position, and changes in our business strategy.

**Off-Balance Sheet Arrangements**

Under our foreign currency risk management strategy, we utilize derivative instruments to protect our earnings and cash flows from unanticipated fluctuations in earnings and cash flows caused by volatility in currency exchange rates. This financial exposure is monitored and managed as an integral part of our overall risk management program which focuses on the unpredictability of financial markets and seeks to reduce the potentially adverse effects that the volatility of these markets may have on our operating results. We continue our policy of hedging our current and forecasted foreign currency exposures with hedging instruments having tenors of up to 18 months (see Note 14, "Derivative Instruments and Hedging Activities," to the condensed consolidated financial statements for a detailed description). Our outstanding hedge contracts, with maximum maturity of approximately 13 months, were as follows:

<u>(In thousands)</u>	<u>As of September 30, 2015</u>	<u>As of June 30, 2015</u>
Cash flow hedge contracts		
Purchase	\$ 23,941	\$ 32,775
Sell	\$ 119,843	\$ 88,800
Other foreign currency hedge contracts		
Purchase	\$ 120,739	\$ 64,012
Sell	\$ 119,869	\$ 123,091

In October 2014, in anticipation of the issuance of the Senior Notes, we entered into a series of forward contracts (“Rate Lock Agreements”) to lock the benchmark rate on a portion of the Senior Notes. The objective of the Rate Lock Agreements was to hedge the risk associated with the variability in interest rates due to the changes in the benchmark rate leading up to the closing of the intended financing, on the notional amount being hedged. The Rate Lock Agreements had a notional amount of \$1.00 billion in aggregate which matured in the second quarter of the fiscal year ended June 30, 2015. We designated each of the Rate Lock Agreements as a qualifying hedging instrument and accounted for as a cash flow hedge, under which the effective portion of the gain or loss on the close out of the Rate Lock Agreements was initially recognized in accumulated other comprehensive income (loss) as a reduction of total stockholders’ equity and subsequently amortized into earnings as a component of interest expense over the term of the underlying debt. The ineffective portion, if any, was recognized in earnings immediately. The Rate Lock Agreements were terminated on the date of pricing of the \$1.25 billion of 4.650% Senior Notes due in 2024 and we recorded the fair value of a\$7.5 million as a gain within accumulated other comprehensive income (loss) as of December 31, 2014. For the three months ended September 30, 2015, we recognized \$0.2 million for the amortization of the gain recognized in accumulated other comprehensive income (loss), which amount reduced the interest expense. As of September 30, 2015, the unamortized portion of the fair value of the forward contracts for the rate lock agreements was \$6.9 million.

**Indemnification Obligations.** Subject to certain limitations, we are obligated to indemnify our current and former directors, officers and employees with respect to certain litigation matters and investigations that arise in connection with their service to us. These obligations arise under the terms of our certificate of incorporation, our bylaws, applicable contracts, and Delaware and California law. The obligation to indemnify generally means that we are required to pay or reimburse the individuals’ reasonable legal expenses and possibly damages and other liabilities incurred in connection with these matters. For example, we have paid or reimbursed legal expenses incurred in connection with the investigation of our historical stock option practices and the related litigation and government inquiries by a number of our current and former directors, officers and employees. Although the maximum potential amount of future payments we could be required to make under the indemnification obligations generally described in this paragraph is theoretically unlimited, we believe the fair value of this liability, to the extent estimable, is appropriately considered within the reserve we have established for currently pending legal proceedings.

We are a party to a variety of agreements pursuant to which we may be obligated to indemnify the other party with respect to certain matters. Typically, these obligations arise in connection with contracts and license agreements or the sale of assets, under which we customarily agree to hold the other party harmless against losses arising from, or provide customers with other remedies to protect against, bodily injury or damage to personal property caused by our products, non-compliance with our product performance specifications, infringement of third-party intellectual property rights used in our products and a breach of warranties, representations and covenants related to matters such as title to assets sold, validity of certain intellectual property rights, non-infringement of third-party rights, and certain income tax-related matters. In each of these circumstances, payment by us is typically subject to the other party making a claim to and cooperating with us pursuant to the procedures specified in the particular contract. This usually allows us to challenge the other party’s claims or, in case of breach of intellectual property representations or covenants, to control the defense or settlement of any third-party claims brought against the other party. Further, our obligations under these agreements may be limited in terms of amounts, activity (typically at our option to replace or correct the products or terminate the agreement with a refund to the other party), and duration. In some instances, we may have recourse against third parties and/or insurance covering certain payments made by us.

In addition, we may in limited circumstances enter into agreements that contain customer-specific commitments on pricing, tool reliability, spare parts stocking levels, service response time and other commitments. Furthermore, we may give these customers limited audit or inspection rights to enable them to confirm that we are complying with these commitments. If a customer elects to exercise its audit or inspection rights, we may be required to expend significant resources to support the audit or inspection, as well as to defend or settle any dispute with a customer that could potentially arise out of such audit or inspection. To date, we have made no accruals in our condensed consolidated financial statements for this contingency. While we have not in the past incurred significant expenses for resolving disputes regarding these types of commitments, we cannot make any assurance that we will not incur any such liabilities in the future.

It is not possible to predict the maximum potential amount of future payments under these or similar agreements due to the conditional nature of our obligations and the unique facts and circumstances involved in each particular agreement. Historically, payments made by us under these agreements have not had a material effect on our business, financial condition, results of operations or cash flows.

### ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to financial market risks, including changes in interest rates, foreign currency exchange rates and marketable equity security prices. To mitigate these risks, we utilize derivative financial instruments, such as foreign currency hedges. All of the potential changes noted below are based on sensitivity analyses performed on our financial position as of September 30, 2015. Actual results may differ materially.

As of September 30, 2015, we had an investment portfolio of fixed income securities of \$1.6 billion. These securities, as with all fixed income instruments, are subject to interest rate risk and will fall in value if market interest rates increase. If market interest rates were to increase immediately and uniformly by 100 bps from levels as of September 30, 2015, the fair value of the portfolio would have declined by \$18.0 million.

In November 2014, we issued \$2.50 billion aggregate principal amount of fixed rate senior, unsecured long-term notes (collectively referred to as “Senior Notes”) due in various fiscal years ranging from 2018 to 2035. The fair market value of long-term fixed interest rate notes is subject to interest rate risk. Generally, the fair market value of fixed interest rate notes will increase as interest rates fall and decrease as interest rates rise. As of September 30, 2015, the book value of our Senior Notes of \$2.50 billion approximates the fair value of \$2.52 billion. Additionally, the interest expense for the Senior Notes is subject to interest rate adjustments following a downgrade of our credit ratings below investment grade by the credit rating agencies. Following a rating change below investment grade, the stated interest rate for each series of Senior Notes may increase between 25 bps to 100 bps based on the adjusted credit rating. Refer to Note 6, “Debt” to the condensed consolidated financial statements in Part I, Item 1 and Management’s Discussion and Analysis of Financial Condition and Results of Operations, “*Liquidity and Capital Resources*,” in Part I, Item 2 for additional details. Factors that can affect our credit ratings include changes in our operating performance, the economic environment, conditions in the semiconductor and semiconductor equipment industries, our financial position, and changes in our business strategy. As of September 30, 2015, if our credit rating was downgraded below investment grade by Moody’s and S&P, the maximum potential increase to our annual interest expense on the Senior Notes, considering a 200 bps increase to the stated interest rate for each series of our Senior Notes, is estimated to be approximately \$50.0 million.

In November 2014, we entered into \$750 million aggregate principal amount of floating rate senior, unsecured prepayable term loans due in 2019 and a \$500 million unfunded revolving credit facility. The interest rates for the term loans are based on LIBOR plus a fixed spread and this spread is subject to adjustment in conjunction with our credit rating downgrades or upgrades. The spread ranges from 100 bps to 175 bps based on the adjusted credit rating. The fair value of the term loans is subject to interest rate risk only to the extent of the fixed spread portion of the interest rates which does not fluctuate with change in interest rates. As of September 30, 2015, the difference between book value and fair value of our term loans was immaterial. We are also obligated to pay an annual commitment fee of 15 bps on the daily undrawn balance of the unfunded revolving credit facility which is also subject to an adjustment in conjunction with our credit rating downgrades or upgrades. The annual commitment fee ranges from 10 bps to 25 bps on the daily undrawn balance of the revolving credit facility, depending upon the then effective credit rating. As of September 30, 2015, if LIBOR-based interest rates increased by 100 bps, the change would increase our annual interest expense annually by approximately \$5.8 million as it relates to our borrowings under the term loans. Additionally, as of September 30, 2015, if our credit rating was downgraded to be below investment grade, the maximum potential increase to our annual interest expense for the term loans and the revolving credit facility, using the highest range of the ranges discussed above, is estimated to be approximately \$3.9 million.

See Note 4, “Marketable Securities,” to the condensed consolidated financial statements in Part I, Item 1; Management’s Discussion and Analysis of Financial Condition and Results of Operations, “*Liquidity and Capital Resources*,” in Part I, Item 2; and Risk Factors in Part II, Item 1A of this Quarterly Report on Form 10-Q for a description of recent market events that may affect the value of the investments in our portfolio that we held as of September 30, 2015.

As of September 30, 2015, we had net forward and option contracts to sell \$95.0 million in foreign currency in order to hedge certain currency exposures (see Note 14, “Derivative Instruments and Hedging Activities,” to the condensed consolidated financial statements for a detailed description). If we had entered into these contracts on September 30, 2015, the U.S. dollar equivalent would have been \$99.4 million. A 10% adverse move in all currency exchange rates affecting the contracts would decrease the fair value of the contracts by \$26.8 million. However, if this occurred, the fair value of the underlying exposures hedged by the contracts would increase by a similar amount. Accordingly, we believe that, as a result of the hedging of certain of our foreign currency exposure, changes in most relevant foreign currency exchange rates should have no material impact on our income or cash flows.

**ITEM 4 CONTROLS AND PROCEDURES**

**Evaluation of Disclosure Controls and Procedures and Related CEO and CFO Certifications**

*Evaluation of Disclosure Controls and Procedures*

The Company conducted an evaluation of the effectiveness of the design and operation of its disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (“Disclosure Controls”) as of the end of the period covered by this Quarterly Report on Form 10-Q (this “Report”) required by Exchange Act Rules 13a-15(b) or 15d-15(b). The controls evaluation was conducted under the supervision and with the participation of the Company’s management, including the Company’s Chief Executive Officer (“CEO”) and Chief Financial Officer (“CFO”). Based on this evaluation, the CEO and CFO have concluded that as of the end of the period covered by this Report the Company’s Disclosure Controls were effective at a reasonable assurance level.

Attached as exhibits to this Report are certifications of the CEO and CFO, which are required in accordance with Rule 13a-14 of the Exchange Act. This Controls and Procedures section includes the information concerning the controls evaluation referred to in the certifications, and it should be read in conjunction with the certifications for a more complete understanding of the topics presented.

*Definition of Disclosure Controls*

Disclosure Controls are controls and procedures designed to reasonably assure that information required to be disclosed in the Company’s reports filed under the Exchange Act, such as this Report, is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms. Disclosure Controls are also designed to reasonably assure that such information is accumulated and communicated to the Company’s management, including the CEO and CFO, as appropriate to allow timely decisions regarding required disclosure. The Company’s Disclosure Controls include components of its internal control over financial reporting, which consists of control processes designed to provide reasonable assurance regarding the reliability of its financial reporting and the preparation of financial statements in accordance with generally accepted accounting principles in the United States. To the extent that components of the Company’s internal control over financial reporting are included within its Disclosure Controls, they are included in the scope of the Company’s annual controls evaluation.

*Limitations on the Effectiveness of Controls*

The Company’s management, including the CEO and CFO, does not expect that the Company’s Disclosure Controls or internal control over financial reporting will prevent all error and all fraud. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the control system’s objectives will be met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the Company have been detected. These inherent limitations include the realities that judgments in decision making can be faulty and that breakdowns can occur because of simple error or mistake. Controls can also be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the controls. The design of any system of controls is based in part on certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Over time, controls may become inadequate because of changes in conditions or deterioration in the degree of compliance with policies or procedures. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

*Changes in Internal Control over Financial Reporting*

There were no changes in the Company’s internal control over financial reporting during the three months ended September 30, 2015 that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting.

## PART II. OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS

The information set forth above under Note 11, "Litigation and Other Legal Matters," to the condensed consolidated financial statements in Item 1 of Part 1 is incorporated herein by reference.

### ITEM 1A. RISK FACTORS

A description of factors that could materially affect our business, financial condition or operating results is provided below.

#### Risks Associated with the Merger

*There are risks and uncertainties associated with the merger with Lam Research Corporation.*

On October 21, 2015, KLA-Tencor announced it had entered into the Merger Agreement with Lam.

The transaction contemplates two mergers ("Mergers") for it to be fully in effect. Consummation of the Mergers is subject to certain conditions, including (1) the receipt of the necessary approvals from KLA-Tencor stockholders and Lam stockholders; (2) the expiration or termination of any waiting periods applicable to the consummation of the Mergers under applicable antitrust and competition laws; and (3) the absence of any law or order restraining, enjoining or otherwise prohibiting the Mergers. Each of Lam's and KLA-Tencor's obligation to consummate the Mergers is also subject to certain additional customary conditions, including (1) subject to specific standards, the accuracy of the representations and warranties of the other party; and (2) performance in all material respects by the other party of its obligations under the Merger Agreement. There is no assurance that the conditions to the Mergers will be satisfied in a timely manner or at all. Further, the announcement and pendency of the Merger Agreement may have an adverse effect on our business and share price. Additionally, if the Mergers are not completed, we may suffer a number of consequences that could adversely affect our business, results of operations, and stock price. There are numerous risks related to the Mergers, including the following:

- Various conditions to the closing of the Mergers may not be satisfied or waived;
- The Mergers may not be consummated, which among other things may cause our share price to decline to the extent that the current price of our common stock reflects an assumption that the Mergers will be completed;
- The failure to consummate the Mergers may result in negative publicity and a negative impression of us in the investment community;
- Required regulatory approvals from governmental entities may delay the Mergers or result in the imposition of conditions that could cause Lam to abandon the Mergers;
- The Merger Agreement may be terminated in circumstance that would require us to pay Lam a termination fee of \$290.0 million;
- We will have incurred significant costs in connection with the acquisition that we may be unable to recover;
- Our ability to attract, recruit, retain and motivate current and prospective employees may be adversely affected;
- The attention of our employees and management may be diverted due to activities related to the Mergers;
- We may forego opportunities we might otherwise pursue absent the Merger Agreement, and may not be able to take advantage of alternative business opportunities or effectively respond to competitive pressures;
- Disruptions from the Mergers, whether or not it is completed, may harm our relationships with our employees, customers, distributors, suppliers or other business partners, and may result in a loss of or a substantial decrease in purchases by our customers; and
- The Merger Agreement restricts us from engaging in certain actions without Lam's approval, which could prevent us from pursuing certain business opportunities outside the ordinary course of business that arise prior to the closing of the Mergers.

In addition, we have incurred, and will continue to incur, significant costs, expenses and fees for professional services and other transaction costs in connection with the Mergers, and these fees and costs are payable by us regardless of whether the Mergers are consummated.

***Litigation challenging the Merger Agreement may prevent the Mergers from being consummated at all or within the expected timeframe.***

Class action lawsuits may be filed against us, our Board of Directors and other parties to the Merger Agreement, challenging our acquisition by Lam. Those lawsuits brought by purported shareholders of KLA-Tencor seek, among other things, to enjoin consummation of the Mergers. One of the conditions to the consummation of the Transaction is that no governmental entity having jurisdiction over KLA-Tencor, Lam, or any of the other parties to the agreement shall have issued an order, decree or ruling or taken any other material action enjoining or otherwise prohibiting consummation of any of the Mergers substantially on the terms contemplated by the Merger Agreement. As such, if any of the plaintiffs are successful in their efforts, then our acquisition by Lam may not be consummated at all or within the expected timeframe.

**Risks Associated with Our Industry**

***Ongoing changes in the technology industry, as well as the semiconductor industry in particular, could expose our business to significant risks.***

The semiconductor equipment industry and other industries that we serve are constantly developing and changing over time. Many of the risks associated with operating in these industries are comparable to the risks faced by all technology companies, such as the uncertainty of future growth rates in the industries that we serve, pricing trends in the end-markets for consumer electronics and other products (which place a growing emphasis on our customers' cost of ownership), changes in our customers' capital spending patterns and, in general, an environment of constant change and development, including decreasing product and component dimensions; use of new materials; and increasingly complex device structures, applications and process steps. If we fail to appropriately adjust our cost structure and operations to adapt to any of these trends, or, with respect to technological advances, if we do not timely develop new technologies and products that successfully anticipate and address these changes, we could experience a material adverse effect on our business, financial condition and operating results.

In addition, we face a number of risks specific to ongoing changes in the semiconductor industry, as the significant majority of our sales are made to semiconductor manufacturers. Some of the trends that our management monitors in operating our business include the following:

- the increasing cost of building and operating fabrication facilities and the impact of such increases on our customers' investment decisions;
- differing market growth rates and capital requirements for different applications, such as memory, logic and foundry;
- lower level of process control adoption by our memory customers compared to our foundry and logic customers;
- our customers' reuse of existing and installed products, which may decrease their need to purchase new products or solutions at more advanced technology nodes;
- the emergence of disruptive technologies that change the prevailing semiconductor manufacturing processes (or the economics associated with semiconductor manufacturing) and, as a result, also impact the inspection and metrology requirements associated with such processes;
- the higher design costs for the most advanced integrated circuits, which could economically constrain leading-edge manufacturing technology customers to focus their resources on only the large, technologically advanced products and applications;
- the possible introduction of integrated products by our larger competitors that offer inspection and metrology functionality in addition to managing other semiconductor manufacturing processes;
- changes in semiconductor manufacturing processes that are extremely costly for our customers to implement and, accordingly, our customers could reduce their available budgets for process control equipment by reducing inspection and metrology sampling rates for certain technologies;
- the reversal of the historical trend of declining cost per transistor with each new generation of technological advancement within the semiconductor industry, and the adverse impact that such reversal would have upon our business;
- the bifurcation of the semiconductor manufacturing industry into (a) leading edge manufacturers driving continued research and development into next-generation products and technologies and (b) other manufacturers that are content with existing (including previous generation) products and technologies;
- the ever escalating cost of next-generation product development, which may result in joint development programs between us and our customers or government entities to help fund such programs that could restrict our control of, ownership of and profitability from the products and technologies developed through those programs;
- the potential industry transition from 300mm to 450mm wafers;  
and
- the entry by some semiconductor manufacturers into collaboration or sharing arrangements for capacity, cost or risk with other manufacturers, as well as increased outsourcing of their manufacturing activities, and greater focus only on specific markets or applications, whether in response to adverse market conditions or other market pressures.

Any of the changes described above may negatively affect our customers' rate of investment in the capital equipment that we produce, which could result in downward pressure on our prices, customer orders, revenues and gross margins. If we do not successfully manage the risks resulting from any of these or other potential changes in our industries, our business, financial condition and operating results could be adversely impacted.

***We are exposed to risks associated with a highly concentrated customer base.***

Our customer base, particularly in the semiconductor industry, historically has been, and is becoming increasingly, highly concentrated due to corporate consolidation, acquisitions and business closures. In this environment, orders from a relatively limited number of manufacturers have accounted for, and are expected to continue to account for, a substantial portion of our sales. This increasing concentration exposes our business, financial condition and operating results to a number of risks, including the following:

- The mix and type of customers, and sales to any single customer, may vary significantly from quarter to quarter and from year to year, which exposes our business and operating results to increased volatility tied to individual customers.
- New orders from our foundry customers in the past several years have constituted a significant portion of our total orders. This concentration increases the impact that future business or technology changes within the foundry industry may have on our business, financial condition and operating results.
- In a highly concentrated business environment, if a particular customer does not place an order, or if they delay or cancel orders, we may not be able to replace the business. Furthermore, because our products are configured to each customer's specifications, any changes, delays or cancellations of orders may result in significant, non-recoverable costs.
- As a result of this consolidation, the customers that survive the consolidation represent a greater portion of our sales and, consequently, have greater commercial negotiating leverage. Many of our large customers have more aggressive policies regarding engaging alternative, second-source suppliers for the products we offer and, in addition, may seek and, on occasion, receive pricing, payment, intellectual property-related or other commercial terms that may have an adverse impact on our business. Any of these changes could negatively impact our prices, customer orders, revenues and gross margins.
- Certain customers have undergone significant ownership changes, created alliances with other companies, experienced management changes or have outsourced manufacturing activities, any of which may result in additional complexities in managing customer relationships and transactions. Any future change in ownership or management of our existing customers may result in similar challenges, including the possibility of the successor entity or new management deciding to select a competitor's products.
- The highly concentrated business environment also increases our exposure to risks related to the financial condition of each of our customers. For example, as a result of the challenging economic environment during fiscal year 2009, we were (and in some cases continue to be) exposed to additional risks related to the continued financial viability of certain of our customers. To the extent our customers experience liquidity issues in the future, we may be required to incur additional bad debt expense with respect to receivables owed to us by those customers. In addition, customers with liquidity issues may be forced to reduce purchases of our equipment, delay deliveries of our products, discontinue operations or may be acquired by one of our customers, and in either case such event would have the effect of further consolidating our customer base.
- Semiconductor manufacturers generally must commit significant resources to qualify, install and integrate process control and yield management equipment into a semiconductor production line. We believe that once a semiconductor manufacturer selects a particular supplier's process control and yield management equipment, the manufacturer generally relies upon that equipment for that specific production line application for an extended period of time. Accordingly, we expect it to be more difficult to sell our products to a given customer for that specific production line application and other similar production line applications if that customer initially selects a competitor's equipment. Similarly, we expect it to be challenging for a competitor to sell its products to a given customer for a specific production line application if that customer initially selects our equipment.
- Prices differ among the products we offer for different applications due to differences in features offered or manufacturing costs. If there is a shift in demand by our customers from our higher-priced to lower-priced products, our gross margin and revenue would decrease. In addition, when products are initially introduced, they tend to have higher costs because of initial development costs and lower production volumes relative to the previous product generation, which can impact gross margin.

Any of these factors could have a material adverse effect on our business, financial condition and operating results.

***The semiconductor equipment industry is highly cyclical. The purchasing decisions of our customers are highly dependent on the economies of both the local markets in which they are located and the semiconductor industry worldwide. If we fail to respond to industry cycles, our business could be seriously harmed.***

The timing, length and severity of the up-and-down cycles in the semiconductor equipment industry are difficult to predict. The cyclical nature of the primary industry in which we operate is largely a function of our customers' capital spending patterns and need for expanded manufacturing capacity, which in turn are affected by factors such as capacity utilization, consumer demand for products, inventory levels and our customers' access to capital. This cyclical nature affects our ability to accurately predict future revenue and, in some cases, future expense levels. During down cycles in our industry, the financial results of our customers may be negatively impacted, which could result not only in a decrease in, or cancellation or delay of, orders (which are generally subject to cancellation or delay by the customer with limited or no penalty) but also a weakening of their financial condition that could impair their ability to pay for our products or our ability to recognize revenue from certain customers. Our ability to recognize revenue from a particular customer may also be negatively impacted by the customer's funding status, which could be weakened not only by adverse business conditions or inaccessibility to capital markets for any number of macroeconomic or company-specific reasons, but also by funding limitations imposed by the customer's unique corporate structure. Any of these factors could negatively impact our business, operating results and financial condition.

When cyclical fluctuations result in lower than expected revenue levels, operating results may be adversely affected and cost reduction measures may be necessary in order for us to remain competitive and financially sound. During periods of declining revenues, we must be in a position to adjust our cost and expense structure to prevailing market conditions and to continue to motivate and retain our key employees. If we fail to respond, or if our attempts to respond fail to accomplish our intended results, then our business could be seriously harmed. Furthermore, any workforce reductions and cost reduction actions that we adopt in response to down cycles may result in additional restructuring charges, disruptions in our operations and loss of key personnel. In addition, during periods of rapid growth, we must be able to increase manufacturing capacity and personnel to meet customer demand. We can provide no assurance that these objectives can be met in a timely manner in response to industry cycles. Each of these factors could adversely impact our operating results and financial condition.

In addition, our management typically provides quarterly forecasts for certain financial metrics, which, when made, are based on business and operational forecasts that are believed to be reasonable at the time. However, largely due to the cyclical nature of our business and the industries in which we operate, and the fact that business conditions in our industries can change very rapidly as part of these cycles, our actual results may vary (and have varied in the past) from forecasted results. These variations can occur for any number of reasons, including, but not limited to, unexpected changes in the volume or timing of customer orders, product shipments or product acceptances; an inability to adjust our operations rapidly enough to adapt to changing business conditions; or a different than anticipated effective tax rate. The impact on our business of delays or cancellations of customer orders may be exacerbated by the short lead times that our customers expect between order placement and product shipment. This is because order delays and cancellations may lead not only to lower revenues, but also, due to the advance work we must do in anticipation of receiving a product order in order to meet the expected lead times, to significant inventory write-offs and manufacturing inefficiencies that decrease our gross margin. Any of these factors could materially and adversely affect our financial results for a particular quarter and could cause those results to differ materially from financial forecasts we have previously provided. We provide these forecasts with the intent of giving investors and analysts a better understanding of management's expectations for the future, but parties reviewing such forecasts must recognize that such forecasts are comprised of, and are themselves, forward-looking statements subject to the risks and uncertainties described in this Item 1A and elsewhere in this report and in our other public filings and public statements. If our operating or financial results for a particular period differ from our forecasts or the expectations of investment analysts, or if we revise our forecasts, the market price of our common stock could decline.



## Risks Related to Our Business Model and Capital Structure

***If we do not develop and introduce new products and technologies in a timely manner in response to changing market conditions or customer requirements, our business could be seriously harmed.***

Success in the semiconductor equipment industry depends, in part, on continual improvement of existing technologies and rapid innovation of new solutions. For over 25 years the primary driver of technology advancement in the semiconductor industry has been to shrink the lithography that prints the circuit design on semiconductor chips. That driver appears to be slowing, which may cause semiconductor manufacturers to delay investments in equipment, investigate more complex device architectures, use new materials and develop innovative fabrication processes. These and other evolving customer plans and needs require us to respond with continued development programs and cut back or discontinue older programs, which may no longer have industry-wide support. Technical innovations are inherently complex and require long development cycles and appropriate staffing of highly qualified employees. Our competitive advantage and future business success depend on our ability to accurately predict evolving industry standards, develop and introduce new products and solutions that successfully address changing customer needs, win market acceptance of these new products and solutions, and manufacture these new products in a timely and cost-effective manner. Our failure to accurately predict evolving industry standards and develop as well as offer competitive technology solutions in a timely manner with cost-effective products could result in loss of market share, unanticipated costs, and inventory obsolescence, which would adversely impact our business, operating results and financial condition.

In this environment, we must continue to make significant investments in research and development in order to enhance the performance, features and functionality of our products, to keep pace with competitive products and to satisfy customer demands. Substantial research and development costs typically are incurred before we confirm the technical feasibility and commercial viability of a new product, and not all development activities result in commercially viable products. There can be no assurance that revenues from future products or product enhancements will be sufficient to recover the development costs associated with such products or enhancements. In addition, we cannot be sure that these products or enhancements will receive market acceptance or that we will be able to sell these products at prices that are favorable to us. Our business will be seriously harmed if we are unable to sell our products at favorable prices or if the market in which we operate does not accept our products.

In addition, the complexity of our products exposes us to other risks. We regularly recognize revenue from a sale upon shipment of the applicable product to the customer (even before receiving the customer's formal acceptance of that product) in certain situations, including sales of products for which installation is considered perfunctory, transactions in which the product is sold to an independent distributor and we have no installation obligations, and sales of products where we have previously delivered the same product to the same customer location and that prior delivery has been accepted. However, our products are very technologically complex and rely on the interconnection of numerous subcomponents (all of which must perform to their respective specifications), so it is conceivable that a product for which we recognize revenue upon shipment may ultimately fail to meet the overall product's required specifications. In such a situation, the customer may be entitled to certain remedies, which could materially and adversely affect our operating results for various periods and, as a result, our stock price.

We derive a substantial percentage of our revenues from sales of defect inspection products. As a result, any delay or reduction of sales of these products could have a material adverse effect on our business, financial condition and operating results. The continued customer demand for these products and the development, introduction and market acceptance of new products and technologies are critical to our future success.

***Our success is dependent in part on our technology and other proprietary rights. If we are unable to maintain our lead or protect our proprietary technology, we may lose valuable assets.***

Our success is dependent in part on our technology and other proprietary rights. We own various United States and international patents and have additional pending patent applications relating to some of our products and technologies. The process of seeking patent protection is lengthy and expensive, and we cannot be certain that pending or future applications will actually result in issued patents or that issued patents will be of sufficient scope or strength to provide meaningful protection or commercial advantage to us. Other companies and individuals, including our larger competitors, may develop technologies and obtain patents relating to our business that are similar or superior to our technology or may design around the patents we own, adversely affecting our business. In addition, we at times engage in collaborative technology development efforts with our customers and suppliers, and these collaborations may constitute a key component of certain of our ongoing technology and product research and development projects. The termination of any such collaboration, or delays caused by disputes or other unanticipated challenges that may arise in connection with any such collaboration, could significantly impair our research and development efforts, which could have a material adverse impact on our business and operations.

We also maintain trademarks on certain of our products and services and claim copyright protection for certain proprietary software and documentation. However, we can give no assurance that our trademarks and copyrights will be upheld or successfully deter infringement by third parties.

While patent, copyright and trademark protection for our intellectual property is important, we believe our future success in highly dynamic markets is most dependent upon the technical competence and creative skills of our personnel. We attempt to protect our trade secrets and other proprietary information through confidentiality and other agreements with our customers, suppliers, employees and consultants and through other security measures. We also maintain exclusive and non-exclusive licenses with third parties for strategic technology used in certain products. However, these employees, consultants and third parties may breach these agreements, and we may not have adequate remedies for wrongdoing. In addition, the laws of certain territories in which we develop, manufacture or sell our products may not protect our intellectual property rights to the same extent as do the laws of the United States. In any event, the extent to which we can protect our trade secrets through the use of confidentiality agreements is limited, and our success will depend to a significant extent on our ability to innovate ahead of our competitors.

***Our future performance depends, in part, upon our ability to continue to compete successfully worldwide.***

Our industry includes large manufacturers with substantial resources to support customers worldwide. Some of our competitors are diversified companies with greater financial resources and more extensive research, engineering, manufacturing, marketing, and customer service and support capabilities than we possess. We face competition from companies whose strategy is to provide a broad array of products and services, some of which compete with the products and services that we offer. These competitors may bundle their products in a manner that may discourage customers from purchasing our products, including pricing such competitive tools significantly below our product offerings. In addition, we face competition from smaller emerging semiconductor equipment companies whose strategy is to provide a portion of the products and services that we offer, using innovative technology to sell products into specialized markets. The strength of our competitive positions in many of our existing markets is largely due to our leading technology, which is the result of continuing significant investments in product research and development. However, we may enter new markets, whether through acquisitions or new internal product development, in which competition is based primarily on product pricing, not technological superiority. Further, some new growth markets that emerge may not require leading technologies. Loss of competitive position in any of the markets we serve, or an inability to sell our products on favorable commercial terms in new markets we may enter, could negatively affect our prices, customer orders, revenues, gross margins and market share, any of which would negatively affect our operating results and financial condition.

***Our business would be harmed if we do not receive parts sufficient in number and performance to meet our production requirements and product specifications in a timely and cost-effective manner.***

We use a wide range of materials in the production of our products, including custom electronic and mechanical components, and we use numerous suppliers to supply these materials. We generally do not have guaranteed supply arrangements with our suppliers. Because of the variability and uniqueness of customers' orders, we do not maintain an extensive inventory of materials for manufacturing. Through our business interruption planning, we seek to minimize the risk of production and service interruptions and/or shortages of key parts by, among other things, monitoring the financial stability of key suppliers, identifying (but not necessarily qualifying) possible alternative suppliers and maintaining appropriate inventories of key parts. Although we make reasonable efforts to ensure that parts are available from multiple suppliers, key parts may be available only from a single supplier or a limited group of suppliers. Also, key parts we obtain from some of our suppliers incorporate the suppliers' proprietary intellectual property; in those cases we are increasingly reliant on third parties for high-performance, high-technology components, which reduces the amount of control we have over the availability and protection of the technology and intellectual property that is used in our products. In addition, if certain of our key suppliers experience liquidity issues and are forced to discontinue operations, which is a heightened risk during economic downturns, it could affect their ability to deliver parts and could result in delays for our products. Similarly, especially with respect to suppliers of high-technology components, our suppliers themselves have increasingly complex supply chains, and delays or disruptions at any stage of their supply chains may prevent us from obtaining parts in a timely manner and result in delays for our products. Our operating results and business may be adversely impacted if we are unable to obtain parts to meet our production requirements and product specifications, or if we are only able to do so on unfavorable terms. Furthermore, a supplier may discontinue production of a particular part for any number of reasons, including the supplier's financial condition or business operational decisions, which would require us to purchase, in a single transaction, a large number of such discontinued parts in order to ensure that a continuous supply of such parts remains available to our customers. Such "end-of-life" parts purchases could result in significant expenditures by us in a particular period, and ultimately any unused parts may result in a significant inventory write-off, either of which could have a material and adverse impact on our financial condition and results of operations for the applicable periods.

***If we fail to operate our business in accordance with our business plan, our operating results, business and stock price may be significantly and adversely impacted.***

We attempt to operate our business in accordance with a business plan that is established annually, revised frequently (generally quarterly), and reviewed by management even more frequently (at least monthly). Our business plan is developed based on a number of factors, many of which require estimates and assumptions, such as our expectations of the economic environment, future business levels, our customers' willingness and ability to place orders, lead-times, and future revenue and cash flow. Our budgeted operating expenses, for example, are based in part on our future revenue expectations. However, our ability to achieve our anticipated revenue levels is a function of numerous factors, including the volatile and cyclical nature of our primary industry, customer order cancellations, macroeconomic changes, operational matters regarding particular agreements, our ability to manage customer deliveries, the availability of resources for the installation of our products delays or accelerations by customers in taking deliveries and the acceptance of our products (for products where customer acceptance is required before we can recognize revenue from such sales), our ability to operate our business and sales processes effectively, and a number of the other risk factors set forth in this Item 1A.

Because our expenses are in most cases relatively fixed in the short term, any revenue shortfall below expectations could have an immediate and significant adverse effect on our operating results. Similarly, if we fail to manage our expenses effectively or otherwise fail to maintain rigorous cost controls, we could experience greater than anticipated expenses during an operating period, which would also negatively affect our results of operations. If we fail to operate our business consistent with our business plan, our operating results in any period may be significantly and adversely impacted. Such an outcome could cause customers, suppliers or investors to view us as less stable, or could cause us to fail to meet financial analysts' revenue or earnings estimates, any of which could have a material adverse impact on our business, financial condition or stock price.

In addition, our management is constantly striving to balance the requirements and demands of our customers with the availability of resources, the need to manage our operating model and other factors. In furtherance of those efforts, we often must exercise discretion and judgment as to the timing and prioritization of manufacturing, deliveries, installations and payment scheduling. Any such decisions may impact our ability to recognize revenue, including the fiscal period during which such revenue may be recognized, with respect to such products, which could have a material adverse effect on our business, financial condition or stock price.

***Our outstanding indebtedness was substantially increased in the second quarter of our fiscal year ended June 30, 2015 and, as a result, our capital structure is more highly leveraged.***

As of September 30, 2015, we had \$3.17 billion aggregate principal amount of outstanding indebtedness, consisting of \$2.50 billion aggregate principal amount of senior, unsecured long-term notes and approximately \$671.3 million of term loans under a Credit Agreement (the "Credit Agreement"). Additionally, we have commitments for an unfunded revolving credit facility of \$500.0 million under the Credit Agreement. We may incur additional indebtedness in the future by accessing the unfunded revolving credit facility under the Credit Agreement and/or entering into new financing arrangements. Our ability to pay interest and repay the principal of our current indebtedness is dependent upon our ability to manage our business operations, our credit rating, the ongoing interest rate environment and the other risk factors discussed in this section. There can be no assurance that we will be able to manage any of these risks successfully.

In addition, the interest rates of the senior, unsecured long-term notes may be subject to adjustments from time to time if Moody's Investors Service, Inc. ("Moody's"), Standard & Poor's Ratings Services ("S&P") or, under certain circumstances, a substitute rating agency selected by us as a replacement for Moody's or S&P, as the case may be (a "Substitute Rating Agency"), downgrades (or subsequently upgrades) its rating assigned to the respective series of notes such that the adjusted rating is below investment grade. Accordingly, changes by Moody's, S&P, or a Substitute Rating Agency to the rating of any series of notes, our outlook or credit rating could require us to pay additional interest, which may negatively affect the value and liquidity of our debt and the market price of our common stock could decline. Factors that can affect our credit rating include changes in our operating performance, the economic environment, conditions in the semiconductor and semiconductor equipment industries, our financial position, including the incurrence of additional indebtedness, and our business strategy.

In certain circumstances involving a change of control followed by a downgrade of the rating of a series of notes by at least two of Moody's, S&P and Fitch Inc., unless we have exercised its right to redeem the notes of such series, we will be required to make an offer to repurchase all or, at the holder's option, any part, of each holder's notes of that series pursuant to the offer described below (the "Change of Control Offer"). In the Change of Control Offer, we will be required to offer payment in cash equal to 101% of the aggregate principal amount of notes repurchased plus accrued and unpaid interest, if any, on the notes repurchased, up to, but not including, the date of repurchase. We cannot make any assurance that we will have sufficient financial resources at such time or will be able to arrange financing to pay the repurchase price of that series of notes. Our ability to repurchase that series of notes in such event may be limited by law, by the indenture associated with that series of notes, or by the terms of other agreements to which we may be party at such time. If we fail to repurchase that series of notes as required by the terms of such notes, it would constitute an event of default under the indenture governing that series of notes which, in turn, may also constitute an event of default under other of our obligations.

The term loans under the Credit Agreement bear interest at a floating rate, which is based on the London Interbank Offered Rate plus a fixed spread, and, therefore, any increase in interest rates would require us to pay additional interest, which may have an adverse effect on the value and liquidity of our debt and the market price of our common stock could decline. The interest rate under the Credit Facility is also subject to an adjustment in conjunction with our credit rating downgrades or upgrades. Additionally, under the Credit Agreement, we are required to comply with affirmative and negative covenants, which include the maintenance of certain financial ratios, the details of which can be found in Note 6, "Debt." If we fail to comply with these covenants, we will be in default and our borrowings will become immediately due and payable. There can be no assurance that we will have sufficient financial resources or we will be able to arrange financing to repay our borrowings at such time. In addition, certain of our domestic subsidiaries under the Credit Agreement are required to guarantee our borrowings under the Credit Agreement. In the event that we default on our borrowings, these domestic subsidiaries shall be liable for our borrowings, which could disrupt our operations and result in a material adverse impact on our business, financial condition or stock price.

***Our leveraged capital structure may adversely affect our financial condition, results of operations and earnings per share***

We completed our leveraged recapitalization transaction during the fiscal quarter ended December 31, 2014, which included raising approximately \$3.25 billion in new borrowings, consisting of \$2.50 billion aggregate principal amount of senior, unsecured long-term notes and approximately \$750.0 million of term loans under the Credit Agreement, payment of a special cash dividend of approximately \$2.76 billion and prepayment of our \$750 million of existing senior notes due in 2018. Our issuance and maintenance of higher levels of indebtedness could have adverse consequences including, but not limited to:

- a negative impact on our ability to satisfy our future obligations;
- an increase in the portion of our cash flows that may have to be dedicated to increased interest and principal payments that may not be available for operations, working capital, capital expenditures, acquisitions, investments, dividends, stock repurchases, general corporate or other purposes;
- an impairment of our ability to obtain additional financing in the future;
- and
- obligations to comply with restrictive and financial covenants as noted in the above risk factor and Note 6, "Debt."

Our ability to satisfy our future expenses as well as our new debt obligations will depend on our future performance, which will be affected by financial, business, economic, regulatory and other factors. Furthermore, our future operations may not generate sufficient cash flows to enable us to meet our future expenses and service our new debt obligations, which may impact our ability to manage our capital structure to preserve and maintain our investment grade rating. If our future operations do not generate sufficient cash flows, we may need to access the unfunded revolving credit facility of \$500 million under the Credit Agreement or enter into new financing arrangements to obtain necessary funds. If we determine it is necessary to seek additional funding for any reason, we may not be able to obtain such funding or, if funding is available, we may not be able to obtain it on acceptable terms. Any additional borrowing under the Credit Agreement will place further pressure on us to comply with the financial covenants. If we fail to make a payment associated with our new debt obligations, we could be in default on such debt, and such a default could cause us to be in default on our other outstanding indebtedness.

***There can be no assurance that we will continue to declare cash dividends at all or in any particular amounts.***

Our Board of Directors first instituted a quarterly dividend during the fiscal year ended June 30, 2005. Since that time, we have announced a number of increases in the amount of our quarterly dividend level as well as payment of a special cash dividend that was declared and substantially paid in the second quarter of our fiscal year ended June 30, 2015. We intend to continue to pay quarterly dividends subject to capital availability and periodic determinations by our Board of Directors that cash dividends are in the best interest of our stockholders and are in compliance with all laws and agreements applicable to the declaration and payment of cash dividends by us. Future dividends may be affected by, among other factors: our views on potential future capital requirements for investments in acquisitions and the funding of our research and development; legal risks; stock repurchase programs; changes in federal and state income tax laws or corporate laws; changes to our business model; and our increased interest and principal payments required by our approximately \$3.25 billion aggregate principal amount of outstanding indebtedness and any additional indebtedness that we may incur in the future. Our dividend payments may change from time to time, and we cannot provide assurance that we will continue to declare dividends at all or in any particular amounts. A reduction in our dividend payments could have a negative effect on our stock price.

***We are exposed to risks related to our commercial terms and conditions, including our indemnification of third parties, as well as the performance of our products.***

Although our standard commercial documentation sets forth the terms and conditions that we intend to apply to commercial transactions with our business partners, counterparties to such transactions may not explicitly agree to our terms and conditions. In situations where we engage in business with a third party without an explicit master agreement regarding the applicable terms and conditions, or where the commercial documentation applicable to the transaction is subject to varying interpretations, we may have disputes with those third parties regarding the applicable terms and conditions of our business relationship with them. Such disputes could lead to a deterioration of our commercial relationship with those parties, costly and time-consuming litigation, or additional concessions or obligations being offered by us to resolve such disputes, or could impact our revenue or cost recognition. Any of these outcomes could materially and adversely affect our business, financial condition and results of operations.

In addition, in our commercial agreements, from time to time in the normal course of business we indemnify third parties with whom we enter into contractual relationships, including customers, suppliers and lessors, with respect to certain matters. We have agreed, under certain conditions, to hold these third parties harmless against specified losses, such as those arising from a breach of representations or covenants, other third party claims that our products when used for their intended purposes infringe the intellectual property rights of such other third parties, or other claims made against certain parties. We may be compelled to enter into or accrue for probable settlements of alleged indemnification obligations, or we may be subject to potential liability arising from our customers' involvements in legal disputes. In addition, notwithstanding the provisions related to limitations on our liability that we seek to include in our business agreements, the counterparties to such agreements may dispute our interpretation or application of such provisions, and a court of law may not interpret or apply such provisions in our favor, any of which could result in an obligation for us to pay material damages to third parties and engage in costly legal proceedings. It is difficult to determine the maximum potential amount of liability under any indemnification obligations, whether or not asserted, due to our limited history of prior indemnification claims and the unique facts and circumstances that are likely to be involved in any particular claim. Our business, financial condition and results of operations in a reported fiscal period could be materially and adversely affected if we expend significant amounts in defending or settling any purported claims, regardless of their merit or outcomes.

We are also exposed to potential costs associated with unexpected product performance issues. Our products and production processes are extremely complex and thus could contain unexpected product defects, especially when products are first introduced. Unexpected product performance issues could result in significant costs being incurred by us, including increased service or warranty costs, providing product replacements for (or modifications to) defective products, litigation related to defective products, reimbursement for damages caused by our products, product recalls, or product write-offs or disposal costs. These costs could be substantial and could have an adverse impact upon our business, financial condition and operating results. In addition, our reputation with our customers could be damaged as a result of such product defects, which could reduce demand for our products and negatively impact our business.

Furthermore, we occasionally enter into volume purchase agreements with our larger customers, and these agreements may provide for certain volume purchase incentives, such as credits toward future purchases. We believe that these arrangements are beneficial to our long-term business, as they are designed to encourage our customers to purchase higher volumes of our products. However, these arrangements could require us to recognize a reduced level of revenue for the products that are initially purchased, to account for the potential future credits or other volume purchase incentives. As a result, these volume purchase arrangements, while expected to be beneficial to our business over time, could materially and adversely affect our results of operations in near-term periods, including the revenue we can recognize on product sales and therefore our gross margins.

In addition, we may in limited circumstances enter into agreements that contain customer-specific commitments on pricing, tool reliability, spare parts stocking levels, response time and other commitments. Furthermore, we may give these customers limited audit or inspection rights to enable them to confirm that we are complying with these commitments. If a customer elects to exercise its audit or inspection rights, we may be required to expend significant resources to support the audit or inspection, as well as to defend or settle any dispute with a customer that could potentially arise out of such audit or inspection. To date, we have made no significant accruals in our condensed consolidated financial statements for this contingency. While we have not in the past incurred significant expenses for resolving disputes regarding these types of commitments, we cannot make any assurance that we will not incur any such liabilities in the future. Our business, financial condition and results of operations in a reported fiscal period could be materially and adversely affected if we expend significant amounts in supporting an audit or inspection, or defending or settling any purported claims, regardless of their merit or outcomes.

***There are risks associated with our receipt of government funding for research and development.***

We are exposed to additional risks related to our receipt of external funding for certain strategic development programs from various governments and government agencies, both domestically and internationally. Governments and government agencies typically have the right to terminate funding programs at any time in their sole discretion, or a project may be terminated by mutual agreement if the parties determine that the project's goals or milestones are not being achieved, so there is no assurance that these sources of external funding will continue to be available to us in the future. In addition, under the terms of these government grants, the applicable granting agency typically has the right to audit the costs that we incur, directly and indirectly, in connection with such programs. Any such audit could result in modifications to, or even termination of, the applicable government funding program. For example, if an audit were to identify any costs as being improperly allocated to the applicable program, those costs would not be reimbursed, and any such costs that had already been reimbursed would have to be refunded. We do not know the outcome of any future audits. Any adverse finding resulting from any such audit could lead to penalties (financial or otherwise), termination of funding programs, suspension of payments, fines and suspension or prohibition from receiving future government funding from the applicable government or government agency, any of which could adversely impact our operating results, financial condition and ability to operate our business.

***We have recorded significant restructuring, inventory write-off and asset impairment charges in the past and may do so again in the future, which could have a material negative impact on our business.***

Historically, we recorded material restructuring charges related to our prior global workforce reductions, large excess inventory write-offs, and material impairment charges related to our goodwill and purchased intangible assets. During the fourth quarter of fiscal year 2015, we implemented a plan to reduce our global employee workforce to streamline our organization and business processes in response to changing customer requirements in our industry. We substantially completed the global employee workforce reduction during the three months ended September 30, 2015 and recorded net restructuring charges of \$7.1 million during the same period. Such workforce changes can also temporarily reduce workforce productivity, which could be disruptive to our business and adversely affect our results of operations. In addition, we may not achieve or sustain the expected cost savings or other benefits of our restructuring plans, or do so within the expected time frame. If we again restructure our organization and business processes, implement additional cost reduction actions or discontinue certain business operations, we may take additional, potentially material, restructuring charges related to, among other things, employee terminations or exit costs. We may also be required to write-off additional inventory if our product build plans or usage of service inventory decline. Also, as our lead times from suppliers increase (due to the increasing complexity of the parts and components they provide) and the lead times demanded by our customers decrease (due to the time pressures they face when introducing new products or technology or bringing new facilities into production), we may be compelled to increase our commitments, and therefore our risk exposure, to inventory purchases to meet our customers' demands in a timely manner, and that inventory may need to be written-off if demand for the underlying product declines for any reason. Such additional write-offs could constitute material charges.

As noted above, in the past, we recorded a material charge related to the impairment of our goodwill and purchased intangible assets. Goodwill represents the excess of costs over the net fair value of net assets acquired in a business combination. Goodwill is not amortized, but is instead tested for impairment at least annually in accordance with authoritative guidance for goodwill. Purchased intangible assets with estimable useful lives are amortized over their respective estimated useful lives using the straight-line method, and are reviewed for impairment in accordance with authoritative guidance for long-lived assets. The valuation of goodwill and intangible assets requires assumptions and estimates of many critical factors, including revenue and market growth, operating cash flows, market multiples, and discount rates. A substantial decline in our stock price, or any other adverse change in market conditions, particularly if such change has the effect of changing one of the critical assumptions or estimates we previously used to calculate the value of our goodwill or intangible assets (and, as applicable, the amount of any previous impairment charge), could result in a change to the estimation of fair value that could result in an additional impairment charge.

Any such additional material charges, whether related to restructuring or goodwill or purchased intangible asset impairment, may have a material negative impact on our operating results and related financial statements.

*We are exposed to risks related to our financial arrangements with respect to receivables factoring and banking arrangements.*

We enter into factoring arrangements with financial institutions to sell certain of our trade receivables and promissory notes from customers without recourse. In addition, we maintain bank accounts with several domestic and foreign financial institutions, any of which may prove not to be financially viable. If we were to stop entering into these factoring arrangements, our operating results, financial condition and cash flows could be adversely impacted by delays or failures in collecting trade receivables. However, by entering into these arrangements, and by engaging these financial institutions for banking services, we are exposed to additional risks. If any of these financial institutions experiences financial difficulties or is otherwise unable to honor the terms of our factoring or deposit arrangements, we may experience material financial losses due to the failure of such arrangements or a lack of access to our funds, any of which could have an adverse impact upon our operating results, financial condition and cash flows.

*We are subject to the risks of additional government actions in the event we were to breach the terms of any settlement arrangement into which we have entered.*

In connection with the settlement of certain government actions and other legal proceedings related to our historical stock option practices, we have explicitly agreed as a condition to such settlements that we will comply with certain laws, such as the books and records provisions of the federal securities laws. If we were to violate any such law, we might not only be subject to the significant penalties applicable to such violation, but our past settlements may also be impacted by such violation, which could give rise to additional government actions or other legal proceedings. Any such additional actions or proceedings may require us to expend significant management time and incur significant accounting, legal and other expenses, and may divert attention and resources from the operation of our business. These expenditures and diversions, as well as an adverse resolution of any such action or proceeding, could have a material adverse effect on our business, financial condition and results of operations.

#### **General Commercial, Operational, Financial and Regulatory Risks**

*We are exposed to risks associated with a weakening in the condition of the financial markets and the global economy.*

The markets for semiconductors, and therefore our business, are ultimately driven by the global demand for electronic devices by consumers and businesses. Economic uncertainty frequently leads to reduced consumer and business spending, which caused our customers to decrease, cancel or delay their equipment and service orders from us in the economic slowdown during fiscal year 2009. In addition, the tightening of credit markets and concerns regarding the availability of credit that accompanied that slowdown made it more difficult for our customers to raise capital, whether debt or equity, to finance their purchases of capital equipment, including the products we sell. Reduced demand, combined with delays in our customers' ability to obtain financing (or the unavailability of such financing), has at times in the past adversely affected our product and service sales and revenues and therefore has harmed our business and operating results, and our operating results and financial condition may again be adversely impacted if economic conditions decline from their current levels.

In addition, a decline in the condition of the global financial markets could adversely impact the market values or liquidity of our investments. Our investment portfolio includes corporate and government securities, money market funds and other types of debt and equity investments. Although we believe our portfolio continues to be comprised of sound investments due to the quality and (where applicable) credit ratings, a decline in the capital and financial markets would adversely impact the market value of our investments and their liquidity. If the market value of such investments were to decline, or if we were to have to sell some of our investments under illiquid market conditions, we may be required to recognize an impairment charge on such investments or a loss on such sales, either of which could have an adverse effect on our financial condition and operating results.

If we are unable to timely and appropriately adapt to changes resulting from difficult macroeconomic conditions, our business, financial condition or results of operations may be materially and adversely affected.

***A majority of our annual revenues are derived from outside the United States, and we maintain significant operations outside the United States. We are exposed to numerous risks as a result of the international nature of our business and operations.***

A majority of our annual revenues are derived from outside the United States, and we maintain significant operations outside the United States. We expect that these conditions will continue in the foreseeable future. Managing global operations and sites located throughout the world presents a number of challenges, including but not limited to:

- managing cultural diversity and organizational alignment;
- exposure to the unique characteristics of each region in the global semiconductor market, which can cause capital equipment investment patterns to vary significantly from period to period;
- periodic local or international economic downturns;
- potential adverse tax consequences, including withholding tax rules that may limit the repatriation of our earnings, and higher effective income tax rates in foreign countries where we do business;
- government controls, either by the United States or other countries, that restrict our business overseas or the import or export of semiconductor products or increase the cost of our operations;
- compliance with customs regulations in the countries in which we do business;
- tariffs or other trade barriers (including those applied to our products or to parts and supplies that we purchase);
- political instability, natural disasters, legal or regulatory changes, acts of war or terrorism in regions where we have operations or where we do business;
- fluctuations in interest and currency exchange rates. Fluctuations in currency exchange rates may adversely impact our ability to compete on price with local providers or the value of revenues we generate from our international business. Although we attempt to manage some of our near-term currency risks through the use of hedging instruments, there can be no assurance that such efforts will be adequate;
- longer payment cycles and difficulties in collecting accounts receivable outside of the United States;
- difficulties in managing foreign distributors (including monitoring and ensuring our distributors' compliance with all applicable United States and local laws); and
- inadequate protection or enforcement of our intellectual property and other legal rights in foreign jurisdictions.

Any of the factors above could have a significant negative impact on our business and results of operations.



***We might be involved in claims or disputes related to intellectual property or other confidential information that may be costly to resolve, prevent us from selling or using the challenged technology and seriously harm our operating results and financial condition.***

As is typical in the semiconductor equipment industry, from time to time we have received communications from other parties asserting the existence of patent rights, copyrights, trademark rights or other intellectual property rights which they believe cover certain of our products, processes, technologies or information. In addition, we occasionally receive notification from customers who believe that we owe them indemnification or other obligations related to intellectual property claims made against such customers by third parties. With respect to intellectual property infringement disputes, our customary practice is to evaluate such infringement assertions and to consider whether to seek licenses where appropriate. However, we cannot ensure that licenses can be obtained or, if obtained, will be on acceptable terms or that costly litigation or other administrative proceedings will not occur. The inability to obtain necessary licenses or other rights on reasonable terms could seriously harm our results of operations and financial condition. Furthermore, we may potentially be subject to claims by customers, suppliers or other business partners, or by governmental law enforcement agencies, related to our receipt, distribution and/or use of third-party intellectual property or confidential information. Legal proceedings and claims, regardless of their merit, and associated internal investigations with respect to intellectual property or confidential information disputes are often expensive to prosecute, defend or conduct; may divert management's attention and other company resources; and/or may result in restrictions on our ability to sell our products, settlements on significantly adverse terms or adverse judgments for damages, injunctive relief, penalties and fines, any of which could have a significant negative effect on our business, results of operations and financial condition. There can be no assurance regarding the outcome of future legal proceedings, claims or investigations. The instigation of legal proceedings or claims, our inability to favorably resolve or settle such proceedings or claims, or the determination of any adverse findings against us or any of our employees in connection with such proceedings or claims could materially and adversely affect our business, financial condition and results of operations, as well as our business reputation.

***We are exposed to various risks related to the legal (including environmental), regulatory and tax environments in which we perform our operations and conduct our business.***

We are subject to various risks related to compliance with new, existing, different, inconsistent or even conflicting laws, rules and regulations enacted by legislative bodies and/or regulatory agencies in the countries in which we operate and with which we must comply, including environmental, safety, antitrust, anti-corruption/anti-bribery, unclaimed property and export control regulations. Our failure or inability to comply with existing or future laws, rules or regulations, or changes to existing laws, rules or regulations (including changes that result in inconsistent or conflicting laws, rules or regulations), in the countries in which we operate could result in violations of contractual or regulatory obligations that may adversely affect our operating results, financial condition and ability to conduct our business. From time to time, we may receive inquiries or audit notices from governmental or regulatory bodies, or we may participate in voluntary disclosure programs, related to legal, regulatory or tax compliance matters, and these inquiries, notices or programs may result in significant financial cost (including investigation expenses, defense costs, assessments and penalties), reputational harm and other consequences that could materially and adversely affect our operating results and financial condition.

Our properties and many aspects of our business operations are subject to various domestic and international environmental laws and regulations, including those that control and restrict the use, transportation, emission, discharge, storage and disposal of certain chemicals, gases and other substances. Any failure to comply with applicable environmental laws, regulations or requirements may subject us to a range of consequences, including fines, suspension of certain of our business activities, limitations on our ability to sell our products, obligations to remediate environmental contamination, and criminal and civil liabilities or other sanctions. In addition, changes in environmental regulations (including regulations relating to climate change and greenhouse gas emissions) could require us to invest in potentially costly pollution control equipment, alter our manufacturing processes or use substitute (potentially more expensive and/or rarer) materials. Further, we use hazardous and other regulated materials that subject us to risks of strict liability for damages caused by any release, regardless of fault. We also face increasing complexity in our manufacturing, product design and procurement operations as we adjust to new and prospective requirements relating to the materials composition of our products, including restrictions on lead and other substances and requirements to track the sources of certain metals and other materials. The cost of complying, or of failing to comply, with these and other regulatory restrictions or contractual obligations could adversely affect our operating results, financial condition and ability to conduct our business.

In addition, we may from time to time be involved in legal proceedings or claims regarding employment, immigration, contracts, product performance, product liability, antitrust, environmental regulations, securities, unfair competition and other matters (in addition to proceedings and claims related to intellectual property matters, which are separately discussed elsewhere in this Item 1A). These legal proceedings and claims, regardless of their merit, may be time-consuming and expensive to prosecute or defend, divert management's attention and resources, and/or inhibit our ability to sell our products. There can be no assurance regarding the outcome of current or future legal proceedings or claims, which could adversely affect our operating results, financial condition and ability to operate our business.

***Recent regulations related to "conflict minerals" may force us to incur additional expenses, may result in damage to our business reputation and may adversely impact our ability to conduct our business.***

Under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, the SEC adopted requirements for companies that use certain minerals and derivative metals (referred to as "conflict minerals," regardless of their actual country of origin) in their products. Some of these metals are commonly used in electronic equipment and devices, including our products. These requirements require companies to annually investigate, disclose and report whether or not such metals originated from the Democratic Republic of Congo or adjoining countries. We have an extremely complex supply chain, with numerous suppliers (many of whom are not obligated to investigate their own supply chains) for the components and parts used in each of our products. As a result, we may incur significant costs to comply with the diligence and disclosure requirements, including costs related to determining the source of any of the relevant metals used in our products. In addition, because our supply chain is so complex, we may not be able to sufficiently verify the origin of all the relevant metals used in our products through the due diligence procedures that we implement, which may harm our business reputation. Though we do not anticipate that our customers will need to know our conflict mineral status to satisfy their own SEC reporting obligations (if any), we may also face difficulties in satisfying customers if they nonetheless require that we prove or certify that our products are "conflict free." Key components and parts that can be shown to be "conflict free" may not be available to us in sufficient quantity, or at all, or may only be available at significantly higher cost to us. If we are not able to meet customer requirements, customers may choose to disqualify us as a supplier. Any of these outcomes could adversely impact our business, financial condition or operating results.

***We depend on key personnel to manage our business effectively, and if we are unable to attract, retain and motivate our key employees, our sales and product development could be harmed.***

Our employees are vital to our success, and our key management, engineering and other employees are difficult to replace. We generally do not have employment contracts with our key employees. Further, we do not maintain key person life insurance on any of our employees. The expansion of high technology companies worldwide has increased demand and competition for qualified personnel. If we are unable to retain key personnel, or if we are not able to attract, assimilate and retain additional highly qualified employees to meet our needs in the future, our business and operations could be harmed.

***We outsource a number of services to third-party service providers, which decreases our control over the performance of these functions. Disruptions or delays at our third-party service providers could adversely impact our operations.***

We outsource a number of services, including our transportation, information systems management and logistics management of spare parts and certain accounting and procurement functions, to domestic and overseas third-party service providers. While outsourcing arrangements may lower our cost of operations, they also reduce our direct control over the services rendered. It is uncertain what effect such diminished control will have on the quality or quantity of products delivered or services rendered, on our ability to quickly respond to changing market conditions, or on our ability to ensure compliance with all applicable domestic and foreign laws and regulations. In addition, many of these outsourced service providers, including certain hosted software applications that we use for confidential data storage, employ "cloud computing" technology for such storage (which refers to an information technology hosting and delivery system in which data is not stored within the user's physical infrastructure but instead is delivered to and consumed by the user as an Internet-based service). These providers' cloud computing systems may be susceptible to "cyber incidents," such as intentional cyber attacks aimed at theft of sensitive data or inadvertent cyber-security compromises, that are outside of our control. If we do not effectively develop and manage our outsourcing strategies, if required export and other governmental approvals are not timely obtained, if our third-party service providers do not perform as anticipated, or do not adequately protect our data from cyber-related security breaches, or if there are delays or difficulties in enhancing business processes, we may experience operational difficulties (such as limitations on our ability to ship products), increased costs, manufacturing or service interruptions or delays, loss of intellectual property rights or other sensitive data, quality and compliance issues, and challenges in managing our product inventory or recording and reporting financial and management information, any of which could materially and adversely affect our business, financial condition and results of operations.

***We are exposed to risks related to cybersecurity threats and cyber incidents.***

In the conduct of our business, we collect, use, transmit and store data on information systems. This data includes confidential information, transactional information and intellectual property belonging to us, our customers and our business partners, as well as personally-identifiable information of individuals. We allocate significant resources to network security, data encryption and other measures to protect our information systems and data from unauthorized access or misuse. Despite our ongoing efforts to enhance our network security measures, our information systems are susceptible to computer viruses, cyber-related security breaches and similar disruptions from unauthorized intrusions, tampering, misuse, criminal acts, including phishing, or other events or developments that we may be unable to anticipate or fail to mitigate, and subject to the inherent vulnerabilities of network security measures. We have experienced cyber-related attacks in the past, and may experience cyber-related attacks in the future. Our security measures may also be breached due to employee errors, malfeasance, or otherwise. Third parties may also attempt to influence employees, users, suppliers or customers to disclose sensitive information in order to gain access to our, our customers' or business partners' data. Because the techniques used to obtain unauthorized access to the information systems change frequently, and may not be recognized until launched against a target, we may be unable to anticipate these techniques or to implement adequate preventative measures.

Any of such occurrences could result in disruptions to our operations; misappropriation, corruption or theft of confidential information, including intellectual property and other critical data, of KLA-Tencor, our customers and other business partners; misappropriation of funds and company assets; reduced value of our investments in research, development and engineering; litigation with, or payment of damages to, third parties; reputational damage; costs to comply with regulatory inquiries or actions; data privacy issues; costs to rebuild our internal information systems; and increased cybersecurity protection and remediation costs.

We carry insurance that provides some protection against the potential losses arising from a cybersecurity incident but it will not likely cover all such losses, and the losses that it does not cover may be significant.

***We rely upon certain critical information systems for our daily business operations. Our inability to use or access our information systems at critical points in time could unfavorably impact our business operations.***

Our global operations are dependent upon certain information systems, including telecommunications, the internet, our corporate intranet, network communications, email and various computer hardware and software applications. System failures or malfunctioning, such as difficulties with our customer relationship management ("CRM") system, could disrupt our operations and our ability to timely and accurately process and report key components of our financial results. Our enterprise resource planning ("ERP") system is integral to our ability to accurately and efficiently maintain our books and records, record transactions, provide critical information to our management, and prepare our financial statements. Any disruptions or difficulties that may occur in connection with our ERP system or other systems (whether in connection with the regular operation, periodic enhancements, modifications or upgrades of such systems or the integration of our acquired businesses into such systems) could adversely affect our ability to complete important business processes, such as the evaluation of our internal control over financial reporting pursuant to Section 404 of the Sarbanes-Oxley Act of 2002. Any of these events could have an adverse effect on our business, operating results and financial condition.

***Acquisitions are an important element of our strategy but, because of the uncertainties involved, we may not find suitable acquisition candidates and we may not be able to successfully integrate and manage acquired businesses. We are also exposed to risks in connection with strategic alliances into which we may enter.***

In addition to our efforts to develop new technologies from internal sources, part of our growth strategy is to pursue acquisitions and acquire new technologies from external sources. As part of this effort, we may make acquisitions of, or significant investments in, businesses with complementary products, services and/or technologies. There can be no assurance that we will find suitable acquisition candidates or that acquisitions we complete will be successful. In addition, we may use equity to finance future acquisitions, which would increase our number of shares outstanding and be dilutive to current stockholders.

If we are unable to successfully integrate and manage acquired businesses or if acquired businesses perform poorly, then our business and financial results may suffer. It is possible that the businesses we have acquired, as well as businesses that we may acquire in the future, may perform worse than expected or prove to be more difficult to integrate and manage than anticipated. In addition, we may lose key employees of the acquired companies. As a result, risks associated with acquisition transactions may give rise to a material adverse effect on our business and financial results for a number of reasons, including:

- we may have to devote unanticipated financial and management resources to acquired businesses;
- the combination of businesses may cause the loss of key personnel or an interruption of, or loss of momentum in, the activities of our company and/or the acquired business;

- we may not be able to realize expected operating efficiencies or product integration benefits from our acquisitions;
- we may experience challenges in entering into new market segments for which we have not previously manufactured and sold products;
- we may face difficulties in coordinating geographically separated organizations, systems and facilities;
- the customers, distributors, suppliers, employees and others with whom the companies we acquire have business dealings may have a potentially adverse reaction to the acquisition;
- we may have to write-off goodwill or other intangible assets; and
- we may incur unforeseen obligations or liabilities in connection with acquisitions.

At times, we may also enter into strategic alliances with customers, suppliers or other business partners with respect to development of technology and intellectual property. These alliances typically require significant investments of capital and exchange of proprietary, highly sensitive information. The success of these alliances depends on various factors over which we may have limited or no control and requires ongoing and effective cooperation with our strategic partners. Mergers and acquisitions and strategic alliances are inherently subject to significant risks, and the inability to effectively manage these risks could materially and adversely affect our business, financial condition and operating results.

***Disruption of our manufacturing facilities or other operations, or in the operations of our customers, due to earthquake, flood, other natural catastrophic events, health epidemics or terrorism could result in cancellation of orders, delays in deliveries or other business activities, or loss of customers and could seriously harm our business.***

We have significant manufacturing operations in the United States, Singapore, Israel, Germany and China. In addition, our business is international in nature, with our sales, service and administrative personnel and our customers located in numerous countries throughout the world. Operations at our manufacturing facilities and our assembly subcontractors, as well as our other operations and those of our customers, are subject to disruption for a variety of reasons, including work stoppages, acts of war, terrorism, health epidemics, fire, earthquake, volcanic eruptions, energy shortages, flooding or other natural disasters. Such disruption could cause delays in, among other things, shipments of products to our customers, our ability to perform services requested by our customers, or the installation and acceptance of our products at customer sites. We cannot ensure that alternate means of conducting our operations (whether through alternate production capacity or service providers or otherwise) would be available if a major disruption were to occur or that, if such alternate means were available, they could be obtained on favorable terms.

In addition, as part of our cost-cutting actions, we have consolidated several operating facilities. Our California operations are now primarily centralized in our Milpitas facility. The consolidation of our California operations into a single campus could further concentrate the risks related to any of the disruptive events described above, such as acts of war or terrorism, earthquakes, fires or other natural disasters, if any such event were to impact our Milpitas facility.

***We are predominantly uninsured for losses and interruptions caused by terrorist acts and acts of war. If international political instability continues or increases, our business and results of operations could be harmed.***

The threat of terrorism targeted at, or acts of war in, the regions of the world in which we do business increases the uncertainty in our markets. Any act of terrorism or war that affects the economy or the semiconductor industry could adversely affect our business. Increased international political instability in various parts of the world, disruption in air transportation and further enhanced security measures as a result of terrorist attacks may hinder our ability to do business and may increase our costs of operations. We maintain significant manufacturing and research and development operations in Israel, an area that has historically experienced a high degree of political instability, and we are therefore exposed to risks associated with future instability in that region. Such instability could directly impact our ability to operate our business (or our customers' ability to operate their businesses) in the affected region, cause us to incur increased costs in transportation, make such transportation unreliable, increase our insurance costs, and cause international currency markets to fluctuate. Such instability could also have the same effects on our suppliers and their ability to timely deliver their products. If international political instability continues or increases in any region in which we do business, our business and results of operations could be harmed. We are predominantly uninsured for losses and interruptions caused by terrorist acts and acts of war.

***We self-insure certain risks including earthquake risk. If one or more of the uninsured events occurs, we could suffer major financial loss.***

We purchase insurance to help mitigate the economic impact of certain insurable risks; however, certain risks are uninsurable, are insurable only at significant cost or cannot be mitigated with insurance. Accordingly, we may experience a loss that is not covered by insurance, either because we do not carry applicable insurance or because the loss exceeds the applicable policy amount or is less than the deductible amount of the applicable policy. For example, we do not currently hold earthquake insurance. An earthquake could significantly disrupt our manufacturing operations, a significant portion of which are conducted in California, an area highly susceptible to earthquakes. It could also significantly delay our research and engineering efforts on new products, much of which is also conducted in California. We take steps to minimize the damage that would be caused by an earthquake, but there is no certainty that our efforts will prove successful in the event of an earthquake. We self-insure earthquake risks because we believe this is a prudent financial decision based on our large cash reserves and the high cost and limited coverage available in the earthquake insurance market. Certain other risks are also self-insured either based on a similar cost-benefit analysis, or based on the unavailability of insurance. If one or more of the uninsured events occurs, we could suffer major financial loss.

***We are exposed to foreign currency exchange rate fluctuations. Although we hedge certain currency risks, we may still be adversely affected by changes in foreign currency exchange rates or declining economic conditions in these countries.***

We have some exposure to fluctuations in foreign currency exchange rates, primarily the euro and the Japanese Yen. We have international subsidiaries that operate and sell our products globally. In addition, an increasing proportion of our manufacturing activities are conducted outside of the United States, and many of the costs associated with such activities are denominated in foreign currencies. We routinely hedge our exposures to certain foreign currencies with certain financial institutions in an effort to minimize the impact of certain currency exchange rate fluctuations, but these hedges may be inadequate to protect us from currency exchange rate fluctuations. To the extent that these hedges are inadequate, or if there are significant currency exchange rate fluctuations in currencies for which we do not have hedges in place, our reported financial results or the way we conduct our business could be adversely affected. Furthermore, if a financial counterparty to our hedges experiences financial difficulties or is otherwise unable to honor the terms of the foreign currency hedge, we may experience material financial losses.

***We are exposed to fluctuations in interest rates and the market values of our portfolio investments; impairment of our investments could harm our earnings. In addition, we and our stockholders are exposed to risks related to the volatility of the market for our common stock.***

Our investment portfolio primarily consists of both corporate and government debt securities that are susceptible to changes in market interest rates and bond yields. As market interest rates and bond yields increase, those securities with a lower yield-at-cost show a mark-to-market unrealized loss. We believe we have the ability to realize the full value of all these investments upon maturity. However, an impairment of the fair market value of our investments, even if unrealized, must be reflected in our financial statements for the applicable period and may therefore have a material adverse effect on our results of operations for that period.

In addition, the market price for our common stock is volatile and has fluctuated significantly during recent years. The trading price of our common stock could continue to be highly volatile and fluctuate widely in response to various factors, including without limitation conditions in the semiconductor industry and other industries in which we operate, fluctuations in the global economy or capital markets, our operating results or other performance metrics, or adverse consequences experienced by us as a result of any of the risks described elsewhere in this Item 1A. Volatility in the market price of our common stock could cause an investor in our common stock to experience a loss on the value of their investment in us and could also adversely impact our ability to raise capital through the sale of our common stock or to use our common stock as consideration to acquire other companies.

***We are exposed to risks in connection with tax and regulatory compliance audits in various jurisdictions.***

We are subject to tax and regulatory compliance audits (such as related to customs or product safety requirements) in various jurisdictions, and such jurisdictions may assess additional income or other taxes, penalties, fines or other prohibitions against us. Although we believe our tax estimates are reasonable and that our products and practices comply with applicable regulations, the final determination of any such audit and any related litigation could be materially different from our historical income tax provisions and accruals related to income taxes and other contingencies. The results of an audit or litigation could have a material adverse effect on our operating results or cash flows in the period or periods for which that determination is made.

***A change in our effective tax rate can have a significant adverse impact on our business.***

We earn profits in, and are therefore potentially subject to taxes in, the U.S. and numerous foreign jurisdictions, including Singapore, Israel and the Cayman Islands, the countries in which we earn the majority of our non-U.S. profits. Due to economic, political or other conditions, tax rates in those jurisdictions may be subject to significant change. A number of factors may adversely impact our future effective tax rates, such as the jurisdictions in which our profits are determined to be earned and taxed; changes in the tax rates imposed by those jurisdictions; the resolution of issues arising from tax audits with various tax authorities; changes in the valuation of our deferred tax assets and liabilities; adjustments to estimated taxes upon finalization of various tax returns; increases in expenses not deductible for tax purposes, including write-offs of acquired in-process research and development and impairment of goodwill in connection with acquisitions; changes in available tax credits; changes in stock-based compensation expense; changes in tax laws or the interpretation of such tax laws (for example, proposals for fundamental United States international tax reform); changes in generally accepted accounting principles; and the repatriation of earnings from outside the United States for which we have not previously provided for United States taxes. A change in our effective tax rate can materially and adversely impact our results from operations.

***Compliance with federal securities laws, rules and regulations, as well as NASDAQ requirements, is becoming increasingly complex, and the significant attention and expense we must devote to those areas may have an adverse impact on our business.***

Federal securities laws, rules and regulations, as well as NASDAQ rules and regulations, require companies to maintain extensive corporate governance measures, impose comprehensive reporting and disclosure requirements, set strict independence and financial expertise standards for audit and other committee members and impose civil and criminal penalties for companies and their chief executive officers, chief financial officers and directors for securities law violations. These laws, rules and regulations have increased, and in the future are expected to continue to increase, the scope, complexity and cost of our corporate governance, reporting and disclosure practices, which could harm our results of operations and divert management’s attention from business operations.

***A change in accounting standards or practices or a change in existing taxation rules or practices (or changes in interpretations of such standards, practices or rules) can have a significant effect on our reported results and may even affect reporting of transactions completed before the change is effective.***

New accounting pronouncements and taxation rules and varying interpretations of accounting pronouncements and taxation rules have occurred and will continue to occur in the future. Changes to (or revised interpretations or applications of) existing tax or accounting rules or the questioning of current or past practices may adversely affect our reported financial results or the way we conduct our business.

**ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**

**Equity Repurchase Plans**

The following is a summary of stock repurchases for the three months ended September 30, 2015 <sup>(1)</sup>:

<u>Period</u>	<u>Total Number of Shares Purchased <sup>(2)</sup></u>	<u>Average Price Paid per Share</u>	<u>Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs</u>
July 1, 2015 to July 31, 2015	758,664	\$ 53.79	8,602,749
August 1, 2015 to August 31, 2015	939,232	\$ 50.15	7,663,517
September 1, 2015 to September 30, 2015	1,179,386	\$ 49.45	6,484,131
Total	2,877,282	\$ 50.82	

(1) Our Board of Directors has authorized a program for us to repurchase shares of our common stock. The total number and dollar amount of shares repurchased for the three months ended September 30, 2015 and fiscal years ended June 30, 2015, 2014 and 2013 were 2.9 million shares (\$146.2 million), 9.3 million shares (\$608.9 million), 3.8 million shares (\$240.8 million) and 5.4 million shares (\$273.3 million), respectively. In connection with entering into the Merger Agreement, we suspended further repurchases under our repurchase program on October 21, 2015.

(2) All shares were purchased pursuant to the publicly announced repurchase program described in footnote 1 above. Shares are reported based on the trade date of the applicable repurchase.

**ITEM 3. DEFAULTS UPON SENIOR SECURITIES**

None.

**ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.

**ITEM 5. OTHER INFORMATION**

None.

**ITEM 6. EXHIBITS**

Exhibit Number	Exhibit Description	Form	Incorporated by Reference		Filing Date
			File Number	Exhibit Number	
2.1	Agreement and Plan of Merger and Reorganization, dated as of October 20, 2015, by and among Lam Research Corporation, Topeka Merger Sub 1, Inc., Topeka Merger Sub 2, Inc. and KLA-Tencor Corporation	8-K	000-09992	2.1	10/21/15
10.44	Fiscal Year 2016 Executive Incentive Plan *+				
10.45	Executive Severance Plan, as amended and restated *				
10.46	2010 Executive Severance Plan, as amended and restated *				
31.1	Certification of Chief Executive Officer Under Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934				
31.2	Certification of Chief Financial Officer Under Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934				
32	Certification of Chief Executive Officer and Chief Financial Officer Pursuant to 18 U.S.C. Section 1350				
101.INS	XBRL Instance Document				
101.SCH	XBRL Taxonomy Extension Schema Document				
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document				
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document				
101.LAB	XBRL Taxonomy Extension Label Linkbase Document				
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document				

\* Denotes a management contract, plan or arrangement.

+ Confidential treatment has been requested as to a portion of this exhibit.



**SIGNATURES**

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

**KLA-Tencor Corporation**  
(Registrant)

October 22, 2015

(Date)

/s/ RICHARD P. WALLACE

Richard P. Wallace  
President and Chief Executive Officer  
(Principal Executive Officer)

October 22, 2015

(Date)

/s/ BREN D. HIGGINS

Bren D. Higgins  
Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)

October 22, 2015

(Date)

/s/ VIRENDRA A. KIRLOSKAR

Virendra A. Kirloskar  
Senior Vice President and Chief Accounting Officer  
(Principal Accounting Officer)

**KLA-TENCOR CORPORATION  
EXHIBIT INDEX**

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\* Denotes a management contract, plan or arrangement.

+ Confidential treatment has been requested as to a portion of this exhibit.

**NOTE: Portions of this Exhibit are the subject of a Confidential Treatment Request by KLA-Tencor Corporation to the Securities and Exchange Commission (the "SEC"). Such portions have been redacted and are marked with a "\*\*\*" in place of the redacted language. The redacted information has been filed separately with the SEC.**



## **FY16 EXECUTIVE INCENTIVE PLAN**

(Annual Executive Bonus)

### **Plan Summary**

This KLA-Tencor Executive Incentive Plan (this "Plan") is intended to motivate senior executives to achieve short-term and long-term corporate objectives by providing a competitive bonus for target performance and potential upside for outstanding performance.

### **Plan Period**

This Plan is effective for the fiscal year period from July 1, 2015 through June 30, 2016 (the "Plan Period"). Newly eligible employees (e.g., employees promoted to an incentive-eligible position for the first time or a new hire) must be in an eligible position on or before April 1, 2016 and recorded in the HR system in order to qualify for participation in this fiscal year.

### **Eligible Positions**

The Company's Chief Executive Officer ("CEO") and employees holding a position at the X02 level and above (collectively, with the CEO, "Executives") are eligible to participate in the Plan.

### **Program Payments**

Bonus payments, based on performance during the Plan Period, will be paid within 90 days following June 30, 2016. Bonus calculations are based on paid base salary for the applicable Plan Period. Paid base salary includes base salary and seasonal bonuses paid in some countries if the seasonal bonus is considered a component of the employee's annual salary. Paid base salary does not include relocation allowances and reimbursements, tuition reimbursements, car/transportation allowances, expatriate allowances, commissions, long-term disability payments, or bonuses paid during the fiscal year. A participant must be a regular, active employee of the Company on the date of the payout in order to receive payment. Employees who are promoted or hired into an eligible position during the year (on or before April 1) will have their payouts calculated on paid salary from the effective date of the promotion or hire. If an employee's target bonus changes during the year, the payout will be prorated.

### **Target Bonus**

A target bonus is established as a percent of base salary for each Plan participant.

### **Funding Threshold**

Total available funding for the Plan will be determined by performance against a threshold level as measured by Balanced Scorecard and Operating Margin ("OM")\* performance for the fiscal year. The Plan will be fully funded (equivalent to the sum, for all Plan participants in the aggregate, of 3.00 times the product of each Plan participant's target bonus percentage and base salary during the Plan Period) upon achievement of Operating Margin Performance of \$\*\*. This performance threshold constitutes the performance threshold for purposes of Section 162(m) of the Internal Revenue Code ("Section 162(m)"). This fully funded amount represents the maximum bonus opportunity for all Plan participants in the aggregate and the maximum total cost of the Plan.

**Performance Matrix and Determination of Funding Available for Bonus Payments**

The level of funding available for payment to participating Executives will be based on performance as measured against the Corporate Balanced Scorecard and OM performance, as provided in the table (“Final FY16 Executive Bonus Payout Table”) below. Amounts in the table represent the multiple of each participating Executive’s target bonus available for allocation of bonus payments, subject to any positive or negative adjustment based on such Executive’s IPM (as defined below).

Balanced Scorecard Performance		FY16 Executive Bonus Payout Table								
		Operating Margin (\$M) Performance								
		<\$**	\$**	\$**	\$**	\$**	\$**	\$**	\$**	\$**
Exceptional	5	—%	38%	113%	127%	150%	165%	300%		
	4+	—%	33%	98%	110%	130%	143%	260%	390%	
	4	—%	28%	83%	93%	110%	121%	220%	330%	
Primarily Meets Expectations	3+	—%	25%	75%	85%	100%	110%	200%	300%	
	3	—%	23%	68%	76%	90%	99%	180%	270%	360%
	2+	—%	19%	58%	66%	78%	85%	155%	233%	310%
	2	—%	16%	49%	55%	65%	72%	130%	195%	260%
Opportunity for Improvement	1+	—%	13%	39%	44%	53%	58%	105%	158%	210%
	1	—%	10%	30%	34%	40%	44%	80%	120%	160%
		% of Plan	**%	**%	**%	**%	**%	**%	**%	**%

FY16 Target BSc and Non-GAAP Operating Margin Performance

Multiple cannot exceed 300% regardless of performance

**Individual Performance and Determination of Executive Bonus Payments**

The actual bonus payment amount for each individual Executive (other than the CEO) will be based on the CEO’s assessment of the Executive’s performance for the year and determination of an Individual Performance Multiplier (“IPM”) ranging from 80-120%. The IPM is multiplied by the Executive’s target bonus and the multiple achieved from the Performance Matrix above to determine the actual bonus payment amount (see bonus calculation below). Each Executive’s performance will be evaluated based on how effectively they led their organization as demonstrated against the key Balanced Scorecard measures and objectives for the Executive’s respective organization. The IPM and final bonus payments for each Plan participant who is an executive officer of the Company for purposes of Section 16 of the Securities Exchange Act of 1934, as amended, with the exception of the CEO, will be recommended by the CEO and reviewed and approved by the Compensation Committee. The IPM and final bonus payment for the CEO will be determined and approved by the Company’s Board of Directors.

**Bonus Calculation**

The formula for a participant’s bonus calculation is:

- Participant’s paid base salary for the Plan Period
- x Participant’s target bonus percentage
- x Payout multiple from the Executive Bonus Payout Table
- x Participant’s Individual Performance Multiplier (IPM)

In no event can an individual bonus payment to a participant exceed 3.00 times such participant’s target bonus (i.e., 3.00 times the product of (a) the participant’s paid base salary for the Plan Period times (b) the Participant’s target bonus percentage).

\*\* This information has been omitted pursuant to a request for confidential treatment and has been filed separately with the SEC.

**General Provisions**

The Compensation Committee (or the independent members of the Company's Board of Directors, within the meaning set forth in Section 162(m) (the "Independent Directors")) shall be the Plan Administrator. The Compensation Committee (or the Independent Directors) shall make such rules, regulations, interpretations and computations and shall take such other action to administer the Plan as it may deem appropriate. The establishment of the Plan shall not confer any legal rights upon any employee or other person for a continuation of employment, nor shall it interfere with the rights of the Company to discharge any employee and to treat him or her without regard to the effect which that treatment might have upon him or her as a participant in the Plan.

This Plan shall be construed, administered and enforced by the Compensation Committee (or the Independent Directors), in its sole discretion. The laws of the State of California will govern any legal dispute involving the Plan. The Compensation Committee (or the Independent Directors) may at any time alter, amend or terminate the Plan, subject to the requirements of Section 162(m).

This Plan is adopted pursuant to the KLA-Tencor Performance Bonus Plan and sets forth the terms and conditions for the fiscal year 2016 annual incentive program.

\* References in this Plan to Operating Margin refer to the Company's calculation of non-GAAP Operating Margin

**KLA-Tencor: Confidential**

**Effective July 1, 2015**

**KLA-TENCOR CORPORATION  
EXECUTIVE SEVERANCE PLAN**

**AS AMENDED AND RESTATED SEPTEMBER 21, 2015**

1. Introduction

The KLA-Tencor Corporation Executive Severance Plan (the "Plan") is designed to (i) assure the Company that it will have the continued dedication and availability of, and objective advice and counsel from, the Participants and (ii) provide Participants with the compensation and benefits described in the Plan in the event of their termination of employment with the Company under the circumstances described in the Plan. This document constitutes the written instrument under which the Plan is maintained and supersedes any prior plan or practice of the Company that provides severance benefits to Participants.

This Plan is intended to be in documentary compliance with the applicable requirements of Section 409A of the Internal Revenue Code and the Treasury Regulations and official guidance issued thereunder and any applicable state law equivalent, as each may be amended or promulgated from time to time ("Section 409A"), and any ambiguities herein will be interpreted to so comply.

Participants shall be those Employees selected at the sole discretion of the Committee.

2. Definitions

For purposes of this Plan, the following terms shall have the meanings set forth below:

(a) "Acceleration Ratio" shall mean the ratio of (i) the number of months (with any fractional month rounded up to the next whole month) that elapse between the grant date of an outstanding equity award and the date of the Participant's Separation from Service hereunder to (ii) the number of months (with any fractional month rounded up to the next whole month) in the total vesting period in effect for such award.

(b) "Amended Plan Effective Date" shall mean September 21, 2015.

(c) "Average Annual Incentive" shall mean the average annual incentive cash compensation earned in the aggregate by the Participant under the Company's various incentive bonus plans for the last three Prior Completed Fiscal Years of the Company, including any portion earned but deferred; *provided, however* that if a Participant has not been in Employee status for the last three full fiscal years, the Average Annual Incentive shall mean the product of (i) twelve (12) times (ii) the quotient equal to (A) the sum of (1) the annual incentive cash compensation earned in the aggregate by the Participant under the Company's various incentive bonus plans (including any portion earned but deferred) with respect to all Prior Completed Fiscal Years plus (2) the Participant's Termination Year Bonus, divided by (B) the sum of (1) the total number of months of service by such Participant for all Prior Completed Fiscal Years (i.e., the number of such Participant's Prior Completed Fiscal Years multiplied by twelve (12)) plus (2) the number of full calendar months of Employee service by such Participant in the fiscal year in which he or she ceases Employee status.

(d) "Base Salary" shall mean the Participant's annual rate of base salary in effect as of the date of his or her cessation of Employee status, but prior to any reduction to such Base Salary that would qualify as a Good Reason termination event.

(e) "Board" means the Board of Directors of the Company.

(f) "Cause" shall mean (A) outside the Change of Control Period, the occurrence of any of the following events: (i) the Participant's conviction of, or plea of nolo contendere to, a felony; (ii) the Participant's gross misconduct; (iii) any material act of personal dishonesty taken by the Participant in connection with his or her responsibilities as an employee of the Company, or (iv) the Participant's willful and continued failure to perform the duties and responsibilities of his or her position after there has been delivered to the Participant a written demand for performance from the Board which describes the basis for the Board's belief that the Participant has not substantially performed his or her duties and provides the Participant with thirty (30) days to take corrective action, and (B) within the Change of Control Period, the occurrence of any of the following events: (i) the Participant's conviction of, or plea of nolo contendere to, a felony that the Board reasonably believes has had or will have a material detrimental effect on the Company's reputation or business; (ii) the Participant's willful gross misconduct with regard to the Company that is materially injurious to the Company; (iii) any act of personal dishonesty taken by the Participant in connection with his or her responsibilities as an employee of the Company with the intention or reasonable expectation that such action may result in substantial personal enrichment of the Participant or (iv) the Participant's

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willful and continued failure to perform the duties and responsibilities of his or her position after there has been delivered to the Participant a written demand for performance from the Board which describes the basis for the Board's belief that the Participant has not substantially performed his or her duties and provides the Participant with thirty (30) days to take corrective action.

(g) "Change of Control" shall mean the occurrence of any of the following events: (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) becoming the "beneficial owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company's then outstanding voting securities; (ii) the sale or disposition by the Company of all or substantially all of the Company's assets; (iii) the consummation of any merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or (iv) a change in the composition of the Board, as a result of which fewer than a majority of the Board members are Incumbent Directors. "Incumbent Directors" shall mean Board members who either (A) are members of the Board on the Amended Plan Effective Date or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of those Board members whose election or nomination was not in connection with any transactions described in subsections (i), (ii) or (iii) or in connection with an actual or threatened proxy contest relating to the election of directors of the Company. Notwithstanding the foregoing provisions of this definition, a transaction will not be deemed a Change of Control unless the transaction qualifies as a "change in control event" within the meaning of Section 409A.

(h) "Change of Control Period" shall mean the two (2) year period commencing upon the occurrence of a Change of Control.

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

(j) "Committee" shall mean the Board or such committee appointed by the Board to act as the committee for purposes of administering the Plan.

(k) "Company" shall mean KLA-Tencor Corporation, a Delaware corporation, and any successor entity.

(l) "Employee" shall mean an individual who is a full-time regular employee of one or more members of the Employer Group, subject to the control and direction of the employer entity as to both the work to be performed and the manner and method of performance. An individual shall be deemed to continue in Employee status for so long as he or she continues as a full-time regular employee of at least one member of the Employer Group.

(m) "Employer Group" means (i) the Company and (ii) each of the other members of the controlled group that includes the Company, as determined in accordance with Sections 414(b) and (c) of the Code, except that in applying Sections 1563(1), (2) and (3) of the Code for purposes of determining the controlled group of corporations under Section 414(b), the phrase "at least 50 percent" shall be used instead of "at least 80 percent" each place the latter phrase appears in such sections and in applying Section 1.414(c)-2 of the Treasury Regulations for purposes of determining trades or businesses that are under common control for purposes of Section 414(c), the phrase "at least 50 percent" shall be used instead of "at least 80 percent" each place the latter phrase appears in Section 1.414(c)-2 of the Treasury Regulations.

(n) "Excise Tax" shall mean the excise tax imposed by Section 4999 of the Code.

(o) "Good Reason" shall mean the occurrence of any of the following without the Participant's written consent: (i) a material reduction of the Participant's duties, authority or responsibilities; (ii) a material change in the Participant's reporting requirements such that the Participant is required to report to a person whose duties, responsibilities and authority are materially less than those of the person to whom the Participant was reporting immediately prior to such change, (iii) a material reduction in the Participant's Base Salary, other than a reduction that applies to other executives generally; (iv) a material reduction in the aggregate level of the Participant's overall compensation, other than a reduction that applies to other executives generally; or (v) a material relocation of the Participant's office, with a relocation of more than fifty (50) miles from its then present location to be deemed material, unless the relocated office is closer to the Participant's then principal residence; *provided however*, that in no event shall the Participant's Separation from Service be deemed to be for Good Reason unless (x) the Participant provides the Company with written notice specifying in detail the event or transaction constituting grounds for a Good Reason resignation and delivered to the Company within ninety (90) days after the occurrence of that event or transaction, (y) the Company fails to remedy the purported Good Reason event or transaction within a reasonable cure period of at least thirty (30) days following receipt of such notice and (z) the Participant resigns for such Good Reason within sixty (60) days after the Company's failure to take such timely curative action, but in no event more than one hundred eighty (180)

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days after the occurrence of the event or transaction identified in the clause (x) notice to the Company as the grounds for the Good Reason resignation.

(p) "Original Effective Date" shall mean January 1, 2006.

(q) "Participant" shall mean an Employee who meets the eligibility requirements of Section 3.

(r) "Plan" shall mean this KLA-Tencor Corporation Executive Severance Plan, as amended and restated.

(s) "Plan Year" shall mean the Company's fiscal year.

(t) "Prior Completed Fiscal Years" shall mean, with respect to a Participant who ceases Employee status, the completed fiscal years of the Company occurring consecutively immediately preceding the fiscal year in which such Participant ceases Employee status and for which such Participant remained in continuous Employee status for the entire fiscal year.

(u) "Prorated Annual Incentive" shall mean the aggregate incentive bonus paid to the Participant under the applicable Company incentive bonus plan for the Company's most recently completed fiscal year, including any portion earned but deferred, multiplied by a fraction, the numerator of which is the number of days in the Company's then current fiscal year through the date of the Participant's Separation from Service, and the denominator of which is equal to 365.

(v) "Separation from Service" means the Participant's cessation of Employee status by reason of his or her death, retirement or termination of employment. The Participant shall be deemed to have terminated employment for such purpose at such time as the level of his or her bona fide services to be performed as an Employee (or non-employee consultant) permanently decreases to a level that is not more than twenty percent (20%) of the average level of services he or she rendered as an Employee during the immediately preceding thirty-six (36) months (or such shorter period for which he or she may have rendered such service). Any such determination as to Separation from Service, however, shall be made in accordance with the applicable standards of Section 409A. In addition to the foregoing, a Separation from Service will not be deemed to have occurred while an Employee is on military leave, sick leave or other bona fide leave of absence if the period of such leave does not exceed six (6) months or any longer period for which such Employee's right to reemployment with one or more members of the Employer Group is provided either by statute or contract; **provided, however,** that in the event of an Employee's leave of absence due to any medically determinable physical or mental impairment that can be expected to result in death or to last for a continuous period of not less than six (6) months and that causes such individual to be unable to perform his or her duties as an Employee, no Separation from Service shall be deemed to occur during the first twenty-nine (29) months of such leave. If the period of leave exceeds six (6) months (or twenty-nine (29) months in the event of disability as indicated above) and the Employee's right to reemployment is not provided either by statute or contract, then such Employee will be deemed to have a Separation from Service on the first day immediately following the expiration of such six (6)-month or twenty-nine (29)-month period.

(w) "Severance Multiple" shall mean the Participant's Severance Period, expressed in years or fractions thereof (e.g., a Severance Period of two (2) years results in a Severance Multiple of two (2)). The Severance Multiple may be different for periods outside of the Change of Control Period and within the Change of Control Period.

(x) "Severance Payment" shall mean the payment of severance compensation as provided in Section 4 hereof.

(y) "Severance Period" shall mean the number of years (which may include fractional years) established by the Committee for an individual Participant. The Severance Period may be different for periods outside of the Change of Control Period and within the Change of Control Period.

(z) "Specified Employee" means any individual who is, at any time during the twelve (12)-month period ending with the identification date specified below, a "key employee" (within the meaning of that term under Code Section 416(i)), as determined by the Committee in accordance with the applicable standards of Section 409A and applied on a consistent basis for all non-qualified deferred compensation plans of the Employer Group subject to Section 409A. The Specified Employees shall be identified by the Committee on December 31 each year and shall have that status for the twelve (12)-month period beginning on the April 1 subsequent to such determination by the Committee.

(aa) "Termination Year Bonus" means the product of (i) a Participant's actual annual incentive cash compensation for the fiscal year in which he or she ceases Employee status, calculated (based on the Company's actual performance metrics for such fiscal year) after the conclusion of such fiscal year, that the Participant would have received if the Participant had remained in continuous Employee status through the entire fiscal year (and any additional period of time

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necessary to be eligible to receive such annual incentive cash compensation for such fiscal year) and (ii) a fraction, the numerator of which is the number of full calendar months of Employee service by such Participant in the fiscal year in which he or she ceases Employee status, and the denominator of which is twelve (12).

3. Eligibility

(a) Required Release.

(i) As a condition to receiving severance benefits under Section 4(b), 4(c) or 4(d) of the Plan, the Participant must sign, deliver to the Company and not revoke a general waiver and release (such executed document, the "Required Release") in the form provided by (and in favor of) the Company within the time set forth in the release agreement. Such Required Release will become effective as required by the release agreement; provided that the effective date of such Required Release must be on or before the date that is sixty (60) days following the Participant's Separation from Service (such deadline, the "Release Deadline"). The Participant will not receive severance benefits under Section 4(b), 4(c) or 4(d) of the Plan unless the Required Release is returned to the Company, and not revoked, by the Participant within the Release Deadline.

(ii) In the event the Separation from Service occurs at a time during the calendar year when the Required Release could become effective in the calendar year following the calendar year in which the Participant's Separation from Service occurs (whether or not it actually becomes effective in the following year), then any severance payments and benefits under Section 4(b), 4(c) or 4(d) of the Plan that would constitute an item of deferred compensation under Section 409A will be paid on the first normal payroll run to occur during the calendar year following the calendar year in which such Separation from Service occurs, or, if later, (A) the first normal payroll run after the Required Release actually becomes effective, or (B) such time as required by Section 6.

(b) Participation in Plan. The Committee shall from time to time designate the Employees who are to participate in the Plan. The Committee may, with respect to one or more such designated Participants, limit their participation to certain Separations from Service during or related to the Change of Control Period as set forth in Sections 4(c) and 4(d) hereof and not allow them to participate with respect to certain Separations from Service outside of and unrelated to the Change of Control Period, as set forth in Section 4(b) hereof. A Participant shall cease to be a Participant upon cessation of Employee status (unless such Participant is then entitled to a Severance Payment under the Plan) or upon the expiration date of the Plan. However, a Participant who becomes entitled to a Severance Payment shall remain a Participant in the Plan until the full amount of his or her benefits under the Plan have been provided to such Participant, notwithstanding the prior expiration of the Plan. Upon receipt of all the Severance Payments, the Participant releases the Company from any and all further obligations under the Plan.

4. Severance Benefits

(a) Termination of Employment. Except as otherwise provided in this Section 4(a), upon the termination of the Participant's Employee status for any reason, the Participant shall be immediately entitled to any (i) unpaid Base Salary accrued through the effective date of such termination; (ii) unreimbursed business expenses required to be reimbursed to the Participant in accordance with the Company's business expense reimbursement policy, and (iii) pay for accrued but unused vacation that the Company is legally obligated to pay the Participant. Any amounts deferred by such Participant under one or more of the Company's non-qualified deferred compensation programs subject to Section 409A, which remain unpaid on the termination date shall be paid at such time and in such manner as set forth in each applicable plan or agreement governing the payment of those deferred amounts, subject, however, to the deferred payment provisions of Section 6 below. Amounts deferred under any other deferred compensation plans or programs shall be paid to the Participant in accordance with the terms and provisions of each such applicable plan or program. In the event that any Participant who has been designated by the Board or its authorized committee as being eligible to participate in the Company's executive retiree health program (the "Retiree Program") terminates his or her Employee status for any reason between the ages of 55 and 65 and is in good standing with the Company at the time of such termination, such Participant will be eligible to continue his or her medical, dental, and vision coverage at the premium costs specified in the Retiree Program until the Participant reaches the age of 65 in accordance with the terms of the Executive Retiree Health Program as in effect on the Amended Plan Effective Date. In addition, should the Participant incur a Separation from Service because his or her service as an Employee is terminated or reduced by the Company other than for Cause or by the Participant for Good Reason, then the Participant shall be entitled to the amounts and benefits specified below.

(b) Termination by the Company Without Cause or the Participant Terminates for Good Reason Outside of the Change of Control Period If the Participant incurs a Separation from Service because his or her service as an Employee is reduced or terminated by the Company without Cause or by the Participant for Good Reason, and such Separation from Service does not occur during the Change of Control Period, then, subject to Sections 3(a) and 5, the Participant shall receive: (i) an amount equal to the Participant's Severance Multiple multiplied by the Participant's Base Salary, payable in a lump sum

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in accordance with the Company's normal payroll policies for salaried employees, on the first normal payroll run after the Required Release becomes effective, except as set forth in Section 3(a)(ii) above; (ii) the Participant's Prorated Annual Incentive, with such payment to be made in a lump sum at the same time as the payment under clause (i) above; (iii) partial vesting acceleration with respect to the Participant's then outstanding unvested equity awards, with the amount of such accelerated vesting being equal to, for each such award, (A) the product of the number of shares originally granted under such award (as such number may be modified based upon the satisfaction of (or failure to satisfy) any performance criteria applicable to such award; with respect to any award for which satisfaction of the performance criteria applicable to such award has not yet been determined as of the date of such Participant's Separation from Service, the number of shares under such award for purposes of this clause (A) shall only be calculated following the determination of the extent to which such performance criteria have actually been satisfied (if at all)) multiplied by the Acceleration Ratio, less (B) the number of shares under such award that have actually vested in accordance with the terms of such award (without giving effect to the acceleration terms hereunder) as of the date of the Participant's Separation from Service hereunder, with such acceleration to become effective on the date the Required Release becomes effective, except as set forth in Section 3(a)(ii) above; and (iv) with respect to any of the Participant's then outstanding options or stock appreciation rights granted on or after the Original Effective Date ("New Options/SARs"), an extended post-termination exercise period for each such New Option/SAR equal to the earlier of (x) twelve (12) months from the date of the Participant's cessation of Employee status or (y) the expiration date of the maximum term (not to exceed ten years) of such New Option/SAR. The Company will amend the agreements (e.g., restricted stock unit agreements or stock option agreements) underlying a Participant's equity awards outstanding as of the date of such Participant's Separation from Service to the extent necessary to give effect to the provisions of this Section 4(b).

(c) Termination Without Cause or Resignation for Good Reason During the Change of Control Period. If the Participant incurs a Separation from Service because his or her service as an Employee is reduced or terminated by the Company without Cause or by the Participant for Good Reason, and such Separation from Service occurs within the Change of Control Period, then, subject to Sections 3(a) and 5, Participant shall receive: (i) a cash amount equal to the Participant's Severance Multiple multiplied by the sum of the Participant's Base Salary and Average Annual Incentive, payable in a lump sum in accordance with the Company's normal payroll policies for salaried employees, on the first normal payroll run after the Required Release becomes effective, except as set forth in Section 3(a)(ii) above, (provided that, if the Average Annual Incentive component of such payment cannot be calculated prior to the date of such initial payment (for example, because the Company's Compensation Committee has not certified the extent to which the applicable performance criteria have been achieved), the Average Annual Incentive amount will, once it can be calculated, be paid in a lump sum in accordance with the Company's normal payroll policies for salaried employees, on the first normal payroll run after the Required Release becomes effective); (ii) the Participant's Prorated Annual Incentive, with such payment to be made in a lump sum at the same time as the payment under clause (i) above; (iii) one hundred percent (100%) accelerated vesting with respect to each of the Participant's then outstanding unvested equity awards (provided that, with respect to any award for which satisfaction of the performance criteria applicable to such award has not yet been determined as of the date of such Participant's Separation from Service, the number of shares under such award that shall be accelerated for purposes of this clause (iii) shall only be equal to the final number of shares under such award, as calculated following the determination of the extent to which such performance criteria have actually been satisfied (if at all)), with such acceleration to become effective on the date the Required Release becomes effective, except as set forth in Section 3(a)(ii) above; (iv) an extended post-termination exercise period for each New Option/SAR equal to the earlier of (x) twelve (12) months from the date of the Participant's cessation of Employee status or (y) the expiration date of the maximum term (not to exceed ten years) of such New Option/SAR; and (v) a monthly payment of \$2,000 for the duration of the Severance Period, with the payment for each such month to be made concurrently with the first payment made under clause (i) above for that month. The Company will amend the agreements (e.g., restricted stock unit agreements or stock option agreements) underlying a Participant's equity awards outstanding as of the date of such Participant's Separation from Service to the extent necessary to give effect to the provisions of this Section 4(c).

(d) Certain Terminations Prior to a Change of Control. If at any time during the period beginning with the execution of a definitive agreement to effect a Change of Control and ending with the earlier (x) the termination of that agreement without a Change of Control or (y) the effective date of the Change of Control contemplated by that agreement, the Participant incurs a Separation from Service because his or her service as an Employee is reduced or terminated by the Company without Cause or by the Participant for Good Reason, then each of his or her outstanding equity awards, whether vested or unvested, shall, notwithstanding anything to the contrary in the documents evidencing those awards, remain outstanding for a period of six (6) months following such Separation from Service (or, if earlier, until the expiration date of the maximum term (not to exceed ten years) of such award). Should the Change of Control contemplated by that agreement become effective during that six (6)-month period, then, subject to Sections 3(a) and 5, Participant shall thereupon become entitled to the following benefits: (i) the unvested portion of each of his or her outstanding equity awards shall vest immediately (provided that, with respect to any award for which satisfaction of the performance criteria applicable to such award has not yet been determined as of the date of such Participant's Separation from Service, the number of shares under such award that shall be accelerated for purposes of this clause (i) shall only be equal to the final number of shares under such

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award, as calculated following the determination of the extent to which such performance criteria have actually been satisfied (if at all)), with such acceleration to become effective on the date the Required Release becomes effective, except as set forth in Section 3(a)(ii) above; (ii) each of his or her New Options/SARs shall have an extended post-termination exercise period equal to the earlier of (x) twelve (12) months from the date of his or her cessation of Employee status or (y) the expiration date of the maximum term (not to exceed ten years) of such New Option/SAR; (iii) a cash amount equal to the Participant's Severance Multiple multiplied by the sum of the Participant's Base Salary and Average Annual Incentive, payable in a lump sum in accordance with the Company's normal payroll policies for salaried employees, with the payment to be made on the first normal payroll run after the Required Release becomes effective, except as set forth in Section 3(a)(ii) above (provided that, if the Average Annual Incentive component of such payment cannot be calculated prior to the date of such initial payment (for example, because the Company's Compensation Committee has not certified the extent to which the applicable performance criteria have been achieved), the Average Annual Incentive amount will, once it can be calculated, be paid in a lump sum in accordance with the Company's normal payroll policies for salaried employees on the first normal payroll run after the Required Release becomes effective; (iv) the Participant's Prorated Annual Incentive, with such payment to be made in a lump sum at the same time as the payment under clause (iii) above and (v) a payment of \$2,000 multiplied by the number of months in the Severance Period, with the payment to be made concurrently with the payment made under clause (iii) above. The severance benefits payable under this Section 4(d) shall be in lieu of any severance benefits to which the Participant might otherwise be entitled under Section 4(c); accordingly, there shall be no duplication of benefits under Sections 4(c) and 4(d). The Company will amend the agreements (e.g., restricted stock unit agreements or stock option agreements) underlying a Participant's equity awards outstanding as of the date of such Participant's Separation from Service to the extent necessary to give effect to the provisions of this Section 4(d).

(e) Section 409A Status. To the extent the Participant vests in any outstanding restricted stock unit award or other similar full value equity award in accordance with the provisions of Section 4(b), 4(c) or 4 (d), the underlying shares of the Company's common stock shall be issued on the date that award vests upon the satisfaction of the applicable requirements for such vesting (including the Release requirements under Section 3(a)) or as soon as administratively practicable thereafter, but in no event later than the fifteenth day of the third calendar month following such vesting date. The Participant's right to receive shares of the Company's common stock in one or more installments under such equity awards shall, for purposes of Section 409A, be treated as a right to receive a series of separate payments.

(f) Golden Parachute Excise Taxes.

(i) Parachute Payments of Less than 3x Base Amount Plus Fifty Thousand Dollars If the benefits provided to the Participant under this Plan or otherwise payable to him or her (a) constitute "parachute payments" within the meaning of Section 280G of the Code, (b) would be subject to the Excise Tax, and (c) the aggregate present value of those parachute payments, as determined in accordance with Section 280G of the Code and the Treasury Regulations thereunder, is less than the dollar amount obtained by first multiplying the Participant's "base amount" (within the meaning of Code Section 280G(b)(3)) by three (3) and then adding to such product fifty thousand dollars, then such benefits shall be reduced to the extent necessary (but only to that extent) so that no portion of such benefits will be subject to excise tax under Section 4999 of the Code. Such reduction shall be effected first by reducing the dollar amount of the Participant's cash severance payments under clause (i) of Section 4(b), clauses (i) and (v) of Section 4(c) or clauses (iii) and (v) of Section 4(d), as applicable, with such reduction to be applied pro-rata to each such payment without any change in the payment dates, then by reducing his or her lump sum Pro-rated Annual Incentive payment and finally by reducing the accelerated vesting of his or her outstanding equity awards in the reverse order of the date of grant for such stock awards (i.e., the vesting of the most recently granted stock awards will be reduced first), with full-value awards reversed before any stock option or stock appreciation rights are reduced. If two or more equity awards are granted on the same date, each award will be reduced on a pro-rata basis. All calculations required under this Section 4(f)(i) shall be performed by an independent registered public accounting firm mutually agreeable to the Company and the Participant (the "Independent Auditors"). The initial calculations shall be completed within thirty (30) business days following the effective date of the Change of Control, and any additional calculations required in connection with the Participant's subsequent Separation from Service shall be completed within thirty (30) business days following the date of such Separation from Service.

(ii) Parachute Payments Equal to or Greater than 3x Base Amount Plus Fifty Thousand Dollars If the benefits provided to the Participant under this Plan or otherwise payable to him or her (a) constitute "parachute payments" within the meaning of Section 280G of the Code, (b) would be subject to the Excise Tax, and (c) the aggregate present value of those parachute payments, as determined in accordance with Section 280G of the Code and the Treasury Regulations thereunder, equals or exceeds the dollar amount obtained by first multiplying the Participant's "base amount" (within the meaning of Code Section 280G(b)(3)) by three (3) and then adding to such product fifty thousand dollars, then (A) those benefits shall be delivered in full to the Participant, and (B) the Participant shall also receive (1) a payment from the Company sufficient to pay such Excise Tax and (2) an additional payment from the Company sufficient to pay the federal

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and state income and employment taxes and additional Excise Taxes arising from the payments made to the Participant by the Company pursuant to this clause (B), with such combined payment herein designated the "Tax Gross-Up."

(iii) 280G Determinations. Within thirty (30) days after any Change of Control transaction in which one or more of the benefits paid or provided to the Participant constitute, in the opinion of the Independent Auditors, parachute payments under Code Section 280G which equal or exceed the dollar amount calculated under subparagraph (ii) of this Section 4(f), the Independent Auditors shall calculate the Excise Tax attributable to those payments and the resulting Tax Gross-Up to which the Participant is entitled with respect to such tax liability. Within thirty (30) days after the Participant's Separation from Service under Section 4(c) or 4(d), the Independent Auditors shall identify any additional parachute payments which such Participant is to receive pursuant to this Plan in connection with such Separation from Service and submit to the Company and the Participant the calculation of the Excise Tax attributable to those payments and the resulting Tax Gross-Up to which the Participant is entitled with respect to such tax liability. In each such instance, the Company will pay the applicable Tax Gross-Up to the Participant (net of all applicable withholding taxes, including any taxes required to be withheld under Code Section 4999) within ten (10) business days following the later of (i) the delivery by the Independent Auditors of the calculation of the applicable Excise Tax and the resulting Tax Gross-Up, provided such calculations represent a reasonable interpretation of the applicable law and regulations or (ii) the date the related Excise Tax is remitted to the appropriate tax authorities. For purposes of making the calculations required by this Section 4(f), the Independent Auditors may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and the Participant shall furnish the Independent Auditors with such information and documents as the Independent Auditors may reasonably request in order to make the calculations required under this Section 4(f). The Company shall bear all costs the Independent Auditors may reasonably incur in connection with any calculations contemplated by this Section 4(f).

(iv) In the event that the Participant's actual Excise Tax liability is determined by a Final Determination (as defined below) to be greater than the Excise Tax liability taken into account for purposes of the Tax Gross-Up paid to the Participant pursuant to the preceding provisions of this Section 4(f), then within thirty (30) days following the Final Determination, the Participant shall submit to the Company a new Excise Tax calculation based upon that Final Determination. The Independent Auditors shall, within the next forty-five (45) days thereafter, calculate (in accordance with the same procedures applicable to the calculation of the initial Tax Gross-Up payment hereunder) the additional Tax Gross-Up payment to which the Participant is entitled on the basis of the Excise Tax liability resulting from that Final Determination and deliver those calculations to the Company and the Participant. The Company shall make such additional Tax Gross Up payment to the Participant within ten (10) business days following the later of (i) the delivery of the applicable calculations or (ii) the date the excess tax liability attributable to the Final Determination is remitted to the appropriate tax authorities.

(v) In the event that the Participant's actual Excise Tax liability is determined by a Final Determination to be less than the Excise Tax liability taken into account for purposes of the Tax Gross-Up paid to the Participant pursuant to the preceding provisions of this Section 4(f), then the Participant shall refund to the Company, promptly upon receipt, any federal or state tax refund attributable to the Excise Tax overpayment.

(vi) For purposes of this Section 4(f), a "Final Determination" means an audit adjustment by the Internal Revenue Service that is either (i) agreed to by both the Participant (or his or her estate) and the Company (such agreement by the Company to be not unreasonably withheld) or (ii) sustained by a court of competent jurisdiction in a decision with which the Participant and the Company concur (such concurrence by the Company to be not unreasonably withheld) or with respect to which the period within which an appeal may be filed has lapsed without a notice of appeal being filed.

(g) Additional Limitations on Tax Gross-Up. In order to assure that the Tax Gross-Up provisions of Section 4(f) comply with the applicable requirements of Section 409A, the following limitation shall be controlling, notwithstanding anything to the contrary in the preceding provisions of Section 4(f):

(i) To the extent the Tax Gross-Up (or any additional Tax Gross-Up hereunder) is attributable to any benefits under this Plan that are triggered by the Participant's Separation from Service, that portion of the Tax Gross-Up (or additional Tax Gross-Up) shall be subject to the delayed payment provisions of Section 6.

(ii) In no event shall any Tax Gross-Up to which the Participant becomes entitled pursuant to Section 4(f) be made later than the ~~date~~ of (i) the close of the calendar year in which the Excise Tax triggering the right to such payment is paid by or on behalf of the Participant or (ii) the fifteenth day of the third calendar month following the day of payment of such Excise Tax.

(iii) To the extent the Participant may become entitled to any reimbursement of expenses incurred by him or her at the direction of the Company in connection with any tax audit or litigation addressing the existence or amount of the Excise Tax, such reimbursement shall be paid to the Participant no later than the close of the calendar year in

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which the Excise Tax that is the subject of such audit or litigation is paid by or on behalf of the Participant or, if no Excise Tax is found to be due as a result of such audit or litigation, no later than the *later* of (i) the close of the calendar year in which the audit is completed or there is a final and nonappealable settlement or other resolution of the litigation or (ii) the fifteenth day of the third calendar month following the date the audit is completed or the date the litigation is so settled or resolved.

5. Covenant Not to Solicit

(a) Remedies for Breach. The Company's obligations to provide Severance Payments as provided in Section 4 are expressly conditioned upon the Participant's covenant not to solicit as provided herein. In the event the Participant breaches his or her obligations to the Company as provided herein, the Company's obligations to make Severance Payments to the Participant pursuant to Section 4 shall cease, without prejudice to any other remedies that may be available to the Company.

(b) Covenant Not to Solicit. If a Participant is receiving Severance Payments pursuant to Section 4 hereof, he or she shall not, at any time during the Severance Period, directly or indirectly solicit any individuals to leave the Company's employ for any reason or interfere in any other manner with the employment relationships at the time existing between the Company and its current or prospective employees.

(c) Representations. The covenant contained in this Section 5 shall be construed as a separate covenant in each county, city and state (or analogous entity) and country of the world. If, in any judicial proceeding, a court shall refuse to enforce this covenant, or any part thereof, then such unenforceable covenant, or such part thereof, shall be deemed eliminated from this Plan for the purpose of those proceedings to the extent necessary to permit any remaining portion of the covenants to be enforced.

(d) Reformation. In the event that the provisions of this Section 5 should ever be deemed to exceed the time or geographic limitations, or scope of this covenant, permitted by applicable law, then such provisions shall be reformed to the maximum time or geographic limitations, as the case may be, permitted by applicable laws.

6. Special Limitations on Benefit Payments. The following special provisions shall govern the commencement date of the payments and benefits to which a Participant may become entitled under the Plan:

(a) Notwithstanding any provision in this Plan to the contrary (other than Section 6(b) below), no payment or benefit under the Plan which constitutes an item of deferred compensation under Section 409A of the Code and becomes payable by reason of the Participant's Separation from Service will be made to such Participant prior to the *earlier* of (i) the first day following the six (6)-month anniversary of the date of Separation from Service or (ii) the date of the Participant's death, if the Participant is deemed at the time of such Separation from Service to be a Specified Employee and such delayed commencement is otherwise required in order to avoid a prohibited distribution under Code Section 409A(a)(2). Upon the expiration of the applicable deferral period, all payments, benefits and reimbursements deferred pursuant to this Section 6(a) (whether they would have otherwise been payable in a single sum or in installments in the absence of such deferral) shall be paid or provided to the Participant in a lump sum on the date that is six (6) months and one (1) day after the date of his or her Separation from Service or, if earlier, the first day of the month immediately following the date the Company receives proof of his or her death. Any remaining payments or benefits due under the Plan will be paid in accordance with the normal payment dates specified herein.

(b) Notwithstanding Section 6(a) above, the following provisions shall also be applicable to a Participant who is a Specified Employee at the time of his or her Separation from Service:

(i) Any payments or benefits under the Plan which become due and payable to such Participant during the period beginning with the date of his or her Separation from Service and ending on March 15 of the following calendar year shall not be subject to the six (6)-month holdback under Subsection 6.A and shall accordingly be paid as and when they become due and payable under the Plan.

(ii) The remaining portion of the payments and benefits to which the Participant becomes entitled under the Plan, to the extent they do not in the aggregate exceed the dollar limit described below and are otherwise scheduled to be paid no later than the last day of the second calendar year following the calendar year in which the Participant's Separation from Service occurs, shall not be subject to any deferred commencement date under Section 6(a) and shall be paid to the Participant as they become due and payable under the Plan. For purposes of this subparagraph (ii), the applicable dollar limitation will be equal to two times the *lesser* of (i) the Participant's annualized compensation (based on his or her annual rate of pay for the calendar year preceding the calendar year of his or her Separation from Service, adjusted to reflect any increase during that calendar year which was expected to continue indefinitely had such Separation from Service not occurred) or (ii) the compensation limit under Section 401(a)(17) of the Code as in effect in the year of such Separation from Service. To

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the extent the portion of the severance payments and benefits to which the Participant would otherwise be entitled under the Plan during the deferral period under Section 6(a) exceeds the foregoing dollar limitation and the amount payable pursuant to subparagraph (i) above, such excess shall be paid in a lump sum upon the expiration of that deferral period, in accordance with the payment delay provisions of Section 6(a), and the remaining severance payments and benefits (if any) shall be paid in accordance with the normal payment dates specified for them herein.

(c) The foregoing provisions are intended to be in compliance with or exempt from the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted in accordance with such intent.

7. Employment Status; Withholding

(a) Employment Status. This Plan does not constitute a contract of employment or impose on the Participant or the Company any obligation to retain the Participant as an Employee, to change the status of the Participant's employment, or to change the Company's policies regarding termination of employment. The Participant's employment is and shall continue to be at-will, as defined under applicable law. If the Participant's employment with the Company or a successor entity terminates for any reason, the Participant shall not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this Plan or available in accordance with the Company's established employee plans and practices or other agreements with the Company at the time of termination.

(b) Taxation of Plan Payments. All amounts paid pursuant to this Plan shall be subject to all applicable payroll and withholding taxes.

8. Arbitration. Any dispute or controversy that shall arise out of the terms and conditions of the Plan and that cannot be resolved within thirty (30) days of the dispute or controversy through good-faith negotiation or non-binding mediation between the Participant and the Company, shall be subject to binding arbitration in Santa Clara, California before the American Arbitration Association under its National Rules for the Resolution of Employment Disputes, supplemented by the California Rules of Civil Procedure. The Company and the Participant shall each bear their own respective costs and attorneys' fees incurred in connection with the arbitration; and the Company shall pay the arbitrator's fees, unless law applicable at the time of the arbitration hearing requires otherwise. The arbitrator shall issue a written decision that sets forth the essential findings of fact and conclusions of law on which the award is based. The arbitrator's decision shall be final and binding to the fullest extent permitted by law and enforceable by any court having jurisdiction thereof.

9. Successors to Company and Participants.

(a) Company's Successors. Any successor to the Company (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets shall assume the obligations under this Plan and agree expressly to perform the obligations under this Plan by executing a written agreement. For all purposes under this Plan, the term "Company" shall include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this subsection or which becomes bound by the terms of this Plan by operation of law.

(b) Participant's Successors. All rights of the Participant hereunder shall inure to the benefit of, and be enforceable by, the Participant's personal or legal representatives, executors, administrators, successors, heirs, devisees and legatees.

10. Duration, Amendment and Termination

(a) Duration. The initial term of this Plan shall be three (3) years from the Original Effective Date. At the end of the initial three (3) year term and any subsequent annual terms, the Plan shall be automatically extended for a one (1) year period unless terminated by the Committee prior to the end of such term, provided that any such termination shall be effective only with respect to future Plan Years. Participants shall be given notice of a Plan termination within sixty (60) days of the Committee's decision. A termination of this Plan pursuant to the preceding sentence shall be effective for all purposes, except that such termination shall not affect the right of a Participant whose Separation from Service occurred prior to the termination date of the Plan to receive any Severance Payment to which such Participant is then entitled under the terms of the Plan.

(b) Change of Control. In the event of a Change of Control during the term of the Plan, the Plan shall automatically terminate immediately following the last Severance Payment arising from an event described in Sections 4(a) or 4(c) of the Plan.

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(c) Amendment. The Committee shall have the discretionary authority to amend the Plan at any time, except that no such amendment shall affect the right of a Participant whose Separation from Service occurred either (i) prior to the amendment date of the Plan to receive any Severance Payment to which such Participant is then entitled under the terms of the Plan or (ii) on or following a Change of Control, in either case, without the written consent of the Participant.

(d) No Impermissible Acceleration or Deferral. Any action by the Committee to terminate the Plan or amend the Plan in accordance with the foregoing provisions of this Section 10 shall be effected in a manner so as not to result in any impermissible acceleration or deferral of benefits under Section 409A.

11. Plan Administration

(a) Plan Administrator. The Plan shall be administered by the Committee and the Committee shall be responsible for the general administration and interpretation of the Plan and for carrying out its provisions. The Committee shall have such powers as may be necessary to discharge its duties hereunder.

(b) Procedures. The Committee may adopt such rules, regulations and bylaws and shall have the discretionary authority to make such decisions as it deems necessary or desirable for the proper administration of the Plan. Any rule or decision by the Committee shall be conclusive and binding upon all Participants.

12. Miscellaneous Provisions.

(a) Notices and all other communications contemplated by this Plan shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. In the case of the Participant, mailed notices shall be addressed to him or her at the home address which he or she most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to the Company's Vice President, Human Resources, 1 Technology Drive, Milpitas, CA 95035.

(b) The invalidity or unenforceability of any provision of this Plan shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(c) The rights of any person to payments or benefits under this Plan shall not be made subject to option or assignment, either by voluntary or involuntary assignment or by operation of law, including (without limitation) bankruptcy, garnishment, attachment or other creditor's process, and any action in violation of this subsection shall be void. However, payments and benefits under the Plan may be reduced or offset by any amount a Participant may owe the Company, to the extent permitted by applicable law.

(d) Company may assign its rights under this Plan to an affiliate, and an affiliate may assign its rights under this Plan to another affiliate of the Company or to the Company; provided, however, that no assignment shall be made if the net worth of the assignee is less than the net worth of the Company at the time of assignment; provided, further, that the Company shall guarantee all benefits payable hereunder. In the case of any such assignment, the term "Company" when used in this Plan shall mean the corporation that actually employs the Participant.

(e) To the extent there is any ambiguity as to whether any provision of this Plan would otherwise contravene one or more requirements or limitations of Section 409A, such provision shall be interpreted and applied in a manner that does not result in a violation of the applicable requirements or limitations of Section 409A.

**KLA-TENCOR CORPORATION  
2010 EXECUTIVE SEVERANCE PLAN**

**AS AMENDED AND RESTATED SEPTEMBER 21, 2015**

1. Introduction

The KLA-Tencor Corporation 2010 Executive Severance Plan (the "Plan") is intended to exist in parallel with the Company's existing Executive Severance Plan (the "Existing Plan"). The Existing Plan provides for severance benefits for certain executive officers of the Company, including tax gross-up provisions related to excise taxes imposed by Code Section 4999 as the result of receiving parachute payments as determined under Code Section 280G that may be triggered in connection with the payment of certain benefits to the participating officers upon or in connection with the occurrence of a Change of Control (as defined therein). This Plan does not contain an excise tax gross-up provision and reflects certain other differences (as compared to the Existing Plan) in the benefits payable to Participants under the circumstances described in the Plan.

This Plan is designed to (i) assure the Company that it will have the continued dedication and availability of, and objective advice and counsel from, the Participants and (ii) provide Participants with the compensation and benefits described in the Plan in the event of their termination of employment with the Company under the circumstances described in the Plan. This document constitutes the written instrument under which the Plan is maintained and supersedes any prior plan or practice of the Company that provides severance benefits to Participants. However, this Plan does not supersede the Existing Plan (which shall remain in full force and effect for existing participants thereunder (except as otherwise specifically determined on a case-by-case basis by the Committee or the Board of Directors, as applicable) until terminated in accordance with its terms), as no Participant hereunder is eligible to participate thereunder, and no participant under the Existing Plan is eligible to simultaneously participate hereunder.

This Plan is intended to be in documentary compliance with the applicable requirements of Section 409A of the Internal Revenue Code and the Treasury Regulations and official guidance issued thereunder and any applicable state law equivalent, as each may be amended or promulgated from time to time ("Section 409A"), and any ambiguities herein will be interpreted to so comply.

Participants shall be those Employees selected at the sole discretion of the Committee.

2. Definitions

For purposes of this Plan, the following terms shall have the meanings set forth below:

(a) "Acceleration Ratio" shall mean the ratio of (i) the number of months (with any fractional month rounded up to the next whole month) that elapse between the grant date of an outstanding equity award and the date of the Participant's Separation from Service hereunder to (ii) the number of months (with any fractional month rounded up to the next whole month) in the total vesting period in effect for such award.

(b) "Amended Plan Effective Date" shall mean September 21, 2015.

(c) "Base Salary" shall mean the Participant's annual rate of base salary in effect as of the date of his or her cessation of Employee status, but prior to any reduction to such Base Salary that would qualify as a Good Reason termination event.

(d) "Board" means the Board of Directors of the Company.

(e) "Cause" shall mean (A) outside the Change of Control Period, the occurrence of any of the following events: (i) the Participant's conviction of, or plea of nolo contendere to, a felony; (ii) the Participant's gross misconduct; (iii) any material act of personal dishonesty taken by the Participant in connection with his or her responsibilities as an employee of the Company; or (iv) the Participant's willful and continued failure to perform the duties and responsibilities of his or her position after there has been delivered to the Participant a written demand for performance from the Board which describes the basis for the Board's belief that the Participant has not substantially performed his or her duties and provides the Participant with thirty (30) days to take corrective action, and (B) within the Change of Control Period, the occurrence of any of the following events: (i) the Participant's conviction of, or plea of nolo contendere to, a felony that the Board reasonably believes has had or will have a material detrimental effect on the Company's reputation or business; (ii) the Participant's willful gross misconduct with regard to the Company that is materially injurious to the Company; (iii) any act of personal dishonesty taken by the Participant in connection with his or her responsibilities as an employee of the Company with the intention or reasonable expectation that such action may

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result in substantial personal enrichment of the Participant or (iv) the Participant's willful and continued failure to perform the duties and responsibilities of his or her position after there has been delivered to the Participant a written demand for performance from the Board which describes the basis for the Board's belief that the Participant has not substantially performed his or her duties and provides the Participant with thirty (30) days to take corrective action.

(f) "Change of Control" shall mean the occurrence of any of the following events: (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) becoming the "beneficial owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company's then outstanding voting securities; (ii) the sale or disposition by the Company of all or substantially all of the Company's assets; (iii) the consummation of any merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; or (iv) a change in the composition of the Board, as a result of which fewer than a majority of the Board members are Incumbent Directors. "Incumbent Directors" shall mean Board members who either (A) are members of the Board on the Amended Plan Effective Date or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of those Board members whose election or nomination was not in connection with any transactions described in subsections (i), (ii) or (iii) or in connection with an actual or threatened proxy contest relating to the election of directors of the Company. Notwithstanding the foregoing provisions of this definition, a transaction will not be deemed a Change of Control unless the transaction qualifies as a "change in control event" within the meaning of Section 409A.

(g) "Change of Control Period" shall mean the one (1) year period commencing upon the occurrence of a Change of Control.

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

(i) "Committee" shall mean the Board or such committee appointed by the Board to act as the committee for purposes of administering the Plan.

(j) "Company" shall mean KLA-Tencor Corporation, a Delaware corporation, and any successor entity.

(k) "Employee" shall mean an individual who is a full-time regular employee of one or more members of the Employer Group, subject to the control and direction of the employer entity as to both the work to be performed and the manner and method of performance. An individual shall be deemed to continue in Employee status for so long as he or she continues as a full-time regular employee of at least one member of the Employer Group.

(l) "Employer Group" means (i) the Company and (ii) each of the other members of the controlled group that includes the Company, as determined in accordance with Sections 414(b) and (c) of the Code, except that in applying Sections 1563(1), (2) and (3) of the Code for purposes of determining the controlled group of corporations under Section 414(b), the phrase "at least 50 percent" shall be used instead of "at least 80 percent" each place the latter phrase appears in such sections and in applying Section 1.414(c)-2 of the Treasury Regulations for purposes of determining trades or businesses that are under common control for purposes of Section 414(c), the phrase "at least 50 percent" shall be used instead of "at least 80 percent" each place the latter phrase appears in Section 1.414(c)-2 of the Treasury Regulations.

(m) "Good Reason" shall mean the occurrence of any of the following without the Participant's written consent: (i) a material reduction of the Participant's duties, authority or responsibilities; (ii) a material change in the Participant's reporting requirements such that the Participant is required to report to a person whose duties, responsibilities and authority are materially less than those of the person to whom the Participant was reporting immediately prior to such change, (iii) a material reduction in the Participant's Base Salary, other than a reduction that applies to other executives generally; (iv) a material reduction in the aggregate level of the Participant's overall compensation, other than a reduction that applies to other executives generally; or (v) a material relocation of the Participant's office, with a relocation of more than fifty (50) miles from its then present location to be deemed material, unless the relocated office is closer to the Participant's then principal residence; *provided however*, that in no event shall the Participant's Separation from Service be deemed to be for Good Reason unless (x) the Participant provides the Company with written notice specifying in detail the event or transaction constituting grounds for a Good Reason resignation and delivered to the Company within ninety (90) days after the occurrence of that event or transaction, (y) the Company fails to remedy the purported Good Reason event or transaction within a reasonable cure period of at least thirty (30) days following receipt of such notice and (z) the Participant resigns for such Good Reason within sixty (60) days after the Company's failure to take such timely curative action, but in no event more than one hundred eighty (180) days after the occurrence of the event or transaction identified in the clause (x) notice to the Company as the grounds for the Good Reason resignation.

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- (n) “Participant” shall mean an Employee who meets the eligibility requirements of Section 3.
- (o) “Plan” shall mean this KLA-Tencor Corporation 2010 Executive Severance Plan, as amended and restated.
- (p) “Plan Original Effective Date” shall mean November 3, 2010.
- (q) “Plan Year” shall mean the Company’s fiscal year.

(r) “Prorated Annual Incentive” shall mean the aggregate incentive bonus paid to the Participant under the applicable Company incentive bonus plan for the Company’s most recently completed fiscal year, including any portion earned but deferred, multiplied by a fraction, the numerator of which is the number of days in the Company’s then current fiscal year through the date of the Participant’s Separation from Service, and the denominator of which is equal to 365.

(s) “Separation from Service” means the Participant’s cessation of Employee status by reason of his or her death, retirement or termination of employment. The Participant shall be deemed to have terminated employment for such purpose at such time as the level of his or her bona fide services to be performed as an Employee (or non-employee consultant) permanently decreases to a level that is not more than twenty percent (20%) of the average level of services he or she rendered as an Employee during the immediately preceding thirty-six (36) months (or such shorter period for which he or she may have rendered such service). Any such determination as to Separation from Service, however, shall be made in accordance with the applicable standards of Section 409A. In addition to the foregoing, a Separation from Service will not be deemed to have occurred while an Employee is on military leave, sick leave or other bona fide leave of absence if the period of such leave does not exceed six (6) months or any longer period for which such Employee’s right to reemployment with one or more members of the Employer Group is provided either by statute or contract; **provided, however,** that in the event of an Employee’s leave of absence due to any medically determinable physical or mental impairment that can be expected to result in death or to last for a continuous period of not less than six (6) months and that causes such individual to be unable to perform his or her duties as an Employee, no Separation from Service shall be deemed to occur during the first twenty-nine (29) months of such leave. If the period of leave exceeds six (6) months (or twenty-nine (29) months in the event of disability as indicated above) and the Employee’s right to reemployment is not provided either by statute or contract, then such Employee will be deemed to have a Separation from Service on the first day immediately following the expiration of such six (6)-month or twenty-nine (29)-month period.

(t) “Severance Multiple” shall mean 1.5 (for purposes of clarification, if the Committee has limited a Participant’s participation hereunder to certain Separations from Service (e.g., only to Separations of Service during or related to the Change of Control Period), then the Severance Multiple shall be zero (0) with respect to any other Separation from Service, notwithstanding this definition).

(u) “Severance Payment” shall mean the payment of severance compensation as provided in Section 4 hereof.

(v) “Severance Period” shall mean eighteen (18) months.

(w) “Specified Employee” means any individual who is, at any time during the twelve (12)-month period ending with the identification date specified below, a “key employee” (within the meaning of that term under Code Section 416(i)), as determined by the Committee in accordance with the applicable standards of Section 409A and applied on a consistent basis for all non-qualified deferred compensation plans of the Employer Group subject to Section 409A. The Specified Employees shall be identified by the Committee on December 31 each year and shall have that status for the twelve (12)-month period beginning on the April 1 subsequent to such determination by the Committee.

### 3. Eligibility

#### (a) Required Release

(i) As a condition to receiving severance benefits under Section 4(b), 4(c) or 4(d) of the Plan, the Participant must sign, deliver to the Company and not revoke a general waiver and release (such executed document, the “Required Release”) in the form provided by (and in favor of) the Company within the period of time set forth in the release agreement. Such Required Release will become effective as required by the release agreement; provided that the effective date of such Required Release must be on or before the date that is sixty (60) days following the Participant’s Separation from Service (such deadline, the “Release Deadline”). The Participant will not receive severance benefits under Section 4(b), 4(c) or 4(d) of the Plan unless the Required Release is returned to the Company, and not revoked, by the Participant within the Release Deadline.

(ii) In the event the Separation from Service occurs at a time during the calendar year when the Required Release could become effective in the calendar year following the calendar year in which the Participant’s Separation



from Service occurs (whether or not it actually becomes effective in the following year), then any severance payments and benefits under Section 4(b), 4(c) or 4(d) of the Plan that would constitute an item of deferred compensation under Section 409A of the Code will be paid on the first normal payroll run to occur during the calendar year following the calendar year in which such Separation from Service occurs, or, if later, (A) the first normal payroll run after the Required Release actually becomes effective, or (B) such time as required by Section 6.

(b) Participation in Plan. The Committee shall from time to time designate the Employees who are to participate in the Plan. The Committee may, with respect to one or more such designated Participants, limit their participation to certain Separations from Service during or related to the Change of Control Period as set forth in Sections 4(c) and 4(d) hereof and not allow them to participate with respect to certain Separations from Service outside of and unrelated to the Change of Control Period, as set forth in Section 4(b) hereof. A Participant shall cease to be a Participant upon cessation of Employee status (unless such Participant is then entitled to a Severance Payment under the Plan) or upon the expiration date of the Plan. However, a Participant who becomes entitled to a Severance Payment shall remain a Participant in the Plan until the full amount of his or her benefits under the Plan have been provided to such Participant, notwithstanding the prior expiration of the Plan. Upon receipt of all the Severance Payments, the Participant releases the Company from any and all further obligations under the Plan.

#### 4. Severance Benefits

(a) Termination of Employment. Except as otherwise provided in this Section 4(a), upon the termination of the Participant's Employee status for any reason, the Participant shall be immediately entitled to any (i) unpaid Base Salary accrued through the effective date of such termination; (ii) unreimbursed business expenses required to be reimbursed to the Participant in accordance with the Company's business expense reimbursement policy; and (iii) pay for accrued but unused vacation that the Company is legally obligated to pay the Participant. Any amounts deferred by such Participant under one or more of the Company's non-qualified deferred compensation programs subject to Section 409A, which remain unpaid on the termination date shall be paid at such time and in such manner as set forth in each applicable plan or agreement governing the payment of those deferred amounts, subject, however, to the deferred payment provisions of Section 6 below. Amounts deferred under any other deferred compensation plans or programs shall be paid to the Participant in accordance with the terms and provisions of each such applicable plan or program. In the event that any Participant who has been designated by the Board or its authorized committee as being eligible to participate in the Company's executive retiree health program (the "Retiree Program") terminates his or her Employee status for any reason between the ages of 55 and 65 and is in good standing with the Company at the time of such termination, such Participant will be eligible to continue his or her medical, dental, and vision coverage at the premium costs specified in the Retiree Program until the Participant reaches the age of 65 in accordance with the terms of the Executive Retiree Health Program as in effect on the Amended Plan Effective Date. In addition, should the Participant incur a Separation from Service because his or her service as an Employee is terminated or reduced by the Company other than for Cause or by the Participant for Good Reason, then the Participant shall be entitled to the amounts and benefits specified below.

(b) Termination by the Company Without Cause or the Participant Terminates for Good Reason Outside of the Change of Control Period. If the Participant incurs a Separation from Service because his or her service as an Employee is reduced or terminated by the Company without Cause or by the Participant for Good Reason, and such Separation from Service does not occur during the Change of Control Period, then, subject to Sections 3(a) and 5, the Participant shall receive: (i) an amount equal to the Participant's Severance Multiple multiplied by the Participant's Base Salary, payable in a lump sum in accordance with the Company's normal payroll policies for salaried employees, on the first normal payroll run after the Required Release becomes effective, except as set forth in Section 3(a)(ii) above; (ii) partial vesting acceleration with respect to the Participant's then outstanding unvested equity awards, with the amount of such accelerated vesting being equal to, for each such award, (A) the product of (1) the number of shares originally granted under such award (as such number may be modified based upon the satisfaction of (or failure to satisfy) any performance criteria applicable to such award; with respect to any award for which satisfaction of the performance criteria applicable to such award has not yet been determined as of the date of such Participant's Separation from Service, the number of shares under such award for purposes of this clause (A) shall only be calculated following the determination of the extent to which such performance criteria have actually been satisfied (if at all) multiplied by (2) the Acceleration Ratio, less (B) the number of shares under such award that have actually vested in accordance with the terms of such award (without giving effect to the acceleration terms hereunder) as of the date of the Participant's Separation from Service hereunder, with such acceleration to become effective on the date the Required Release becomes effective, except as set forth in Section 3(a)(ii) above; and (iii) with respect to any of the Participant's then outstanding options or stock appreciation rights granted on or after January 1, 2006 ("New Options/SARs"), an extended post-termination exercise period for each such New Option/SAR equal to the earlier of (x) twelve (12) months from the date of the Participant's cessation of Employee status or (y) the expiration date of the maximum term (not to exceed ten years) of such New Option/SAR. The Company will amend the agreements (e.g., restricted stock unit agreements or stock option agreements) underlying a Participant's equity awards outstanding as of the date of such Participant's Separation from Service to the extent necessary to give effect to the provisions of this Section 4(b).

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(c) Termination Without Cause or Resignation for Good Reason During the Change of Control Period. If the Participant incurs a Separation from Service because his or her service as an Employee is reduced or terminated by the Company without Cause or by the Participant for Good Reason, and such Separation from Service occurs within the Change of Control Period, then, subject to Sections 3(a) and 5, Participant shall receive: (i) a cash amount equal to the Participant's Severance Multiple multiplied by the Participant's Base Salary, payable in a lump sum in accordance with the Company's normal payroll policies for salaried employees, on the first normal payroll run after the Required Release becomes effective, except as set forth in Section 3(a)(i) above; (ii) the Participant's Prorated Annual Incentive, with such payment to be made in a lump sum at the same time as the payment under clause (i) above; (iii) one hundred percent (100%) accelerated vesting with respect to each of the Participant's then outstanding unvested equity awards (provided that, with respect to any award for which satisfaction of the performance criteria applicable to such award has not yet been determined as of the date of such Participant's Separation from Service, the number of shares under such award that shall be accelerated for purposes of this clause (iii) shall only be equal to the final number of shares under such award, as calculated following the determination of the extent to which such performance criteria have actually been satisfied (if at all)), with such acceleration to become effective on the date the Required Release becomes effective, except as set forth in Section 3(a)(ii) above; and (iv) an extended post-termination exercise period for each New Option/SAR equal to the earlier of (x) twelve (12) months from the date of the Participant's cessation of Employee status or (y) the expiration date of the maximum term (not to exceed ten years) of such New Option/SAR. The Company will amend the agreements (e.g., restricted stock unit agreements or stock option agreements) underlying a Participant's equity awards outstanding as of the date of such Participant's Separation from Service to the extent necessary to give effect to the provisions of this Section 4(c).

(d) Certain Terminations Prior to a Change of Control. If at any time during the period beginning with the execution of a definitive agreement to effect a Change of Control and ending with the earlier (x) the termination of that agreement without a Change of Control or (y) the effective date of the Change of Control contemplated by that agreement, the Participant incurs a Separation from Service because his or her service as an Employee is reduced or terminated by the Company without Cause or by the Participant for Good Reason, then each of his or her outstanding equity awards, whether vested or unvested, shall, notwithstanding anything to the contrary in the documents evidencing those awards, remain outstanding for a period of six (6) months following such Separation from Service (or, if earlier, until the expiration date of the maximum term (not to exceed ten years) of such award). Should the Change of Control contemplated by that agreement become effective during that six (6)-month period, then, subject to Sections 3(a) and 5, Participant shall thereupon become entitled to the following benefits: (i) the unvested portion of each of his or her outstanding equity awards shall vest immediately (provided that, with respect to any award for which satisfaction of the performance criteria applicable to such award has not yet been determined as of the date of such Participant's Separation from Service, the number of shares under such award that shall be accelerated for purposes of this clause (i) shall only be equal to the final number of shares under such award, as calculated following the determination of the extent to which such performance criteria have actually been satisfied (if at all)), with such acceleration to become effective on the date the Required Release becomes effective, except as set forth in Section 3(a)(ii) above; (ii) each of his or her New Options/SARs shall have an extended post-termination exercise period equal to the earlier of (x) twelve (12) months from the date of his or her cessation of Employee status or (y) the expiration date of the maximum term (not to exceed ten years) of such New Option/SAR; (iii) a cash amount equal to the Participant's Severance Multiple multiplied by the Participant's Base Salary, payable in a lump sum in accordance with the Company's normal payroll policies for salaried employees, on the first normal payroll run after the Required Release becomes effective, except as set forth in Section 3(a)(ii) above; and (iv) the Participant's Prorated Annual Incentive, with such payment to be made in a lump sum at the same time as the payment under clause (iii) above. The severance benefits payable under this Section 4(d) shall be in lieu of any severance benefits to which the Participant might otherwise be entitled under Section 4(c); accordingly, there shall be no duplication of benefits under Sections 4(c) and 4(d). The Company will amend the agreements (e.g., restricted stock unit agreements or stock option agreements) underlying a Participant's equity awards outstanding as of the date of such Participant's Separation from Service to the extent necessary to give effect to the provisions of this Section 4(d).

(e) Section 409A Status. To the extent the Participant vests in any outstanding restricted stock unit award or other similar full value equity award in accordance with the provisions of Section 4(b), 4(c) or 4 (d), the underlying shares of the Company's common stock shall be issued on the date that award vests upon the satisfaction of the applicable requirements for such vesting (including the Release requirements under Section 3(a)) or as soon as administratively practicable thereafter, but in no event later than the fifteenth day of the third calendar month following such vesting date. The Participant's right to receive shares of the Company's common stock in one or more installments under such equity awards shall, for purposes of Section 409A, be treated as a right to receive a series of separate payments.

(f) Section 280G Best Results. If any payment or benefit Participant would receive pursuant to this Plan or otherwise, including accelerated vesting of any equity compensation ("Payment") would (i) constitute a "parachute payment" within the meaning of Code Section 280G, and (ii) but for this sentence, be subject to the excise tax imposed by Code Section 4999 (the "Excise Tax"), then such Payment shall be reduced to the Reduced Amount. The "Reduced Amount" shall be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax or (y) the largest portion, up to and including the total, of the Payment, whichever amount, after taking into account all applicable federal, state and

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local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in Participant's receipt, on an after-tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in payments or benefits constituting "parachute payments" is necessary so that the Payment equals the Reduced Amount, reduction shall occur in the following order: (A) cash payments shall be reduced first and in reverse chronological order such that the cash payment owed on the latest date following the occurrence of the event triggering such excise tax will be the first cash payment to be reduced; (B) accelerated vesting of stock awards shall be cancelled/reduced next and in the reverse order of the date of grant for such stock awards (i.e., the vesting of the most recently granted stock awards will be reduced first), with full-value awards reversed before any stock option or stock appreciation rights are reduced; and (C) employee benefits shall be reduced last and in reverse chronological order such that the benefit owed on the latest date following the occurrence of the event triggering such excise tax will be the first benefit to be reduced. If two or more equity awards are granted on the same date, each award will be reduced on a pro-rata basis.

The Company shall appoint a nationally recognized accounting or other firm to make the determinations required hereunder and perform the foregoing calculations. The Company shall bear all expenses with respect to the determinations by such accounting firm required to be made hereunder.

The accounting firm engaged to make the determinations hereunder shall provide its calculations, together with detailed supporting documentation, to the Company and Participant within fifteen (15) calendar days after the date on which right to a Payment is triggered (if requested at that time by the Company or Participant) or such other time as requested by the Company or Participant. Any good faith determinations of the accounting firm made hereunder shall be final, binding and conclusive upon the Company and Participant.

5. Covenant Not to Solicit

(a) Remedies for Breach. The Company's obligations to provide Severance Payments as provided in Section 4 are expressly conditioned upon the Participant's covenant not to solicit as provided herein. In the event the Participant breaches his or her obligations to the Company as provided herein, the Company's obligations to make future Severance Payments to the Participant pursuant to Section 4 (if any) shall cease, without prejudice to any other remedies that may be available to the Company.

(b) Covenant Not to Solicit. If a Participant is receiving Severance Payments pursuant to Section 4 hereof, he or she shall not, at any time during the Severance Period, directly or indirectly solicit any individuals to leave the Company's employ for any reason or interfere in any other manner with the employment relationships at the time existing between the Company and its current or prospective employees.

(c) Representations. The covenant contained in this Section 5 shall be construed as a separate covenant in each county, city and state (or analogous entity) and country of the world. If, in any judicial proceeding, a court shall refuse to enforce this covenant, or any part thereof, then such unenforceable covenant, or such part thereof, shall be deemed eliminated from this Plan for the purpose of those proceedings to the extent necessary to permit any remaining portion of the covenants to be enforced.

(d) Reformation. In the event that the provisions of this Section 5 should ever be deemed to exceed the time or geographic limitations, or scope of this covenant, permitted by applicable law, then such provisions shall be reformed to the maximum time or geographic limitations, as the case may be, permitted by applicable laws.

6. Special Limitations on Benefit Payments. The following special provisions shall govern the commencement date of the payments and benefits to which a Participant may become entitled under the Plan:

(a) Notwithstanding any provision in this Plan to the contrary (other than Section 6(b) below), no payment or benefit under the Plan which constitutes an item of deferred compensation under Section 409A of the Code and becomes payable by reason of the Participant's Separation from Service will be made to such Participant prior to the *earlier* of (i) the first day following the six (6)-month anniversary of the date of Separation of Service or (ii) the date of the Participant's death, if the Participant is deemed at the time of such Separation from Service to be a Specified Employee and such delayed commencement is otherwise required in order to avoid a prohibited distribution under Code Section 409A(a)(2). Upon the expiration of the applicable deferral period, all payments, benefits and reimbursements deferred pursuant to this Section 6(a) (whether they would have otherwise been payable in a single sum or in installments in the absence of such deferral) shall be paid or provided to the Participant in a lump sum on the date that is six (6) months and one (1) day after the date of his or her Separation from Service or, if earlier, the first day of the month immediately following the date the Company receives proof of his or her death. Any remaining payments or benefits due under the Plan will be paid in accordance with the normal payment dates specified herein.

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(b) Notwithstanding Section 6(a) above, the following provisions shall also be applicable to a Participant who is a Specified Employee at the time of his or her Separation of Service:

(i) Any payments or benefits under the Plan which become due and payable to such Participant during the period beginning with the date of his or her Separation from Service and ending on March 15 of the following calendar year shall not be subject to the six (6)-month holdback under Section 6(a) and shall accordingly be paid as and when they become due and payable under the Plan.

(ii) The remaining portion of the payments and benefits to which the Participant becomes entitled under the Plan, to the extent they do not in the aggregate exceed the dollar limit described below and are otherwise scheduled to be paid no later than the last day of the second calendar year following the calendar year in which the Participant's Separation from Service occurs, shall not be subject to any deferred commencement date under Section 6(a) and shall be paid to the Participant as they become due and payable under the Plan. For purposes of this subparagraph (ii), the applicable dollar limitation will be equal to two times the *lesser* of (i) the Participant's annualized compensation (based on his or her annual rate of pay for the calendar year preceding the calendar year of his or her Separation from Service, adjusted to reflect any increase during that calendar year which was expected to continue indefinitely had such Separation from Service not occurred) or (ii) the compensation limit under Section 401(a)(17) of the Code as in effect in the year of such Separation from Service. To the extent the portion of the severance payments and benefits to which the Participant would otherwise be entitled under the Plan during the deferral period under Section 6(a) exceeds the foregoing dollar limitation and the amount payable pursuant to subparagraph (i) above, such excess shall be paid in a lump sum upon the expiration of that deferral period, in accordance with the payment delay provisions of Section 6(a), and the remaining severance payments and benefits (if any) shall be paid in accordance with the normal payment dates specified for them herein.

(c) The foregoing provisions are intended to be in compliance with or exempt from the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted in accordance with such intent.

7. Employment Status: Withholding

(a) Employment Status. This Plan does not constitute a contract of employment or impose on the Participant or the Company any obligation to retain the Participant as an Employee, to change the status of the Participant's employment, or to change the Company's policies regarding termination of employment. The Participant's employment is and shall continue to be at-will, as defined under applicable law. If the Participant's employment with the Company or a successor entity terminates for any reason, the Participant shall not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this Plan or available in accordance with the Company's established employee plans and practices or other agreements with the Company at the time of termination.

(b) Taxation of Plan Payments. All amounts paid pursuant to this Plan shall be subject to all applicable payroll and withholding taxes.

8. Arbitration. Any dispute or controversy that shall arise out of the terms and conditions of the Plan and that cannot be resolved within thirty (30) days of the dispute or controversy through good-faith negotiation or non-binding mediation between the Participant and the Company, shall be subject to binding arbitration in Santa Clara, California before the American Arbitration Association under its National Rules for the Resolution of Employment Disputes, supplemented by the California Rules of Civil Procedure. The Company and the Participant shall each bear their own respective costs and attorneys' fees incurred in connection with the arbitration; and the Company shall pay the arbitrator's fees, unless law applicable at the time of the arbitration hearing requires otherwise. The arbitrator shall issue a written decision that sets forth the essential findings of fact and conclusions of law on which the award is based. The arbitrator's decision shall be final and binding to the fullest extent permitted by law and enforceable by any court having jurisdiction thereof.

9. Successors to Company and Participants.

(a) Company's Successors. Any successor to the Company (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets shall assume the obligations under this Plan and agree expressly to perform the obligations under this Plan by executing a written agreement. For all purposes under this Plan, the term "Company" shall include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this subsection or which becomes bound by the terms of this Plan by operation of law.

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(b) Participant's Successors. All rights of the Participant hereunder shall inure to the benefit of, and be enforceable by, the Participant's personal or legal representatives, executors, administrators, successors, heirs, devisees and legatees.

10. Duration, Amendment and Termination

(a) Duration. The initial term of this Plan shall be from the Plan Original Effective Date to January 1, 2011. At the end of such initial term and any subsequent annual terms, the Plan shall be automatically extended for a one (1) year period unless terminated by the Committee prior to the end of such term, provided that any such termination shall be effective only with respect to future Plan Years. Participants shall be given notice of a Plan termination within sixty (60) days of the Committee's decision. A termination of this Plan pursuant to the preceding sentence shall be effective for all purposes, except that such termination shall not affect the right of a Participant whose Separation from Service occurred prior to the termination date of the Plan to receive any Severance Payment to which such Participant is then entitled under the terms of the Plan.

(b) Change of Control. In the event of a Change of Control during the term of the Plan, the Plan shall automatically terminate immediately following the last Severance Payment arising from an event described in Sections 4(a) or 4(c) of the Plan.

(c) Amendment. The Committee shall have the discretionary authority to amend the Plan at any time, except that no such amendment shall affect the right of a Participant whose Separation from Service occurred either (i) prior to the amendment date of the Plan to receive any Severance Payment to which such Participant is then entitled under the terms of the Plan or (ii) on or following a Change of Control, in either case, without the written consent of the Participant.

(d) No Impermissible Acceleration or Deferral. Any action by the Committee to terminate the Plan or amend the Plan in accordance with the foregoing provisions of this Section 10 shall be effected in a manner so as not to result in any impermissible acceleration or deferral of benefits under Section 409A.

11. Plan Administration

(a) Plan Administrator. The Plan shall be administered by the Committee and the Committee shall be responsible for the general administration and interpretation of the Plan and for carrying out its provisions. The Committee shall have such powers as may be necessary to discharge its duties hereunder.

(b) Procedures. The Committee may adopt such rules, regulations and bylaws and shall have the discretionary authority to make such decisions as it deems necessary or desirable for the proper administration of the Plan. Any rule or decision by the Committee shall be conclusive and binding upon all Participants.

12. Miscellaneous Provisions.

(a) Notices and all other communications contemplated by this Plan shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. In the case of the Participant, mailed notices shall be addressed to him or her at the home address which he or she most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to the Company's Vice President, Human Resources, 1 Technology Drive, Milpitas, CA 95035.

(b) The invalidity or unenforceability of any provision of this Plan shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(c) The rights of any person to payments or benefits under this Plan shall not be made subject to option or assignment, either by voluntary or involuntary assignment or by operation of law, including (without limitation) bankruptcy, garnishment, attachment or other creditor's process, and any action in violation of this subsection shall be void. However, payments and benefits under the Plan may be reduced or offset by any amount a Participant may owe the Company, to the extent permitted by applicable law.

(d) Company may assign its rights under this Plan to an affiliate, and an affiliate may assign its rights under this Plan to another affiliate of the Company or to the Company; provided, however, that no assignment shall be made if the net worth of the assignee is less than the net worth of the Company at the time of assignment; provided, further, that the Company shall guarantee all benefits payable hereunder. In the case of any such assignment, the term "Company" when used in this Plan shall mean the corporation that actually employs the Participant.

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(e) To the extent there is any ambiguity as to whether any provision of this Plan would otherwise contravene one or more requirements or limitations of Section 409A, such provision shall be interpreted and applied in a manner that does not result in a violation of the applicable requirements or limitations of Section 409A.



**Certification of Chief Executive Officer**  
**Pursuant to Exchange Act Rule 13a-14(a)/15d-14(a) As Adopted**  
**Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Richard P. Wallace, certify that:

- 1 I have reviewed this Quarterly Report on Form 10-Q of KLA-Tencor Corporation;
- 2 Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3 Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4 The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5 The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

October 22, 2015

(Date)

/s/ RICHARD P. WALLACE

Richard P. Wallace

President and Chief Executive Officer  
(Principal Executive Officer)

**Certification of Chief Financial Officer**  
**Pursuant to Exchange Act Rule 13a-14(a)/15d-14(a) As Adopted**  
**Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Bren D. Higgins, certify that:

- 1 I have reviewed this Quarterly Report on Form 10-Q of KLA-Tencor Corporation;
- 2 Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3 Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4 The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5 The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

October 22, 2015

(Date)

/s/ BREN D. HIGGINS

Bren D. Higgins  
Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)

CERTIFICATION OF CHIEF EXECUTIVE OFFICER  
PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Richard P. Wallace, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report of KLA-Tencor Corporation on Form 10-Q for the fiscal quarter ended September 30, 2015 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Quarterly Report on Form 10-Q fairly presents in all material respects the financial condition and results of operations of KLA-Tencor Corporation.

October 22, 2015

(Date)

By: /s/ RICHARD P. WALLACE

Name: Richard P. Wallace

Title: President and Chief Executive Officer

CERTIFICATION OF CHIEF FINANCIAL OFFICER  
PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Bren D. Higgins, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report of KLA-Tencor Corporation on Form 10-Q for the fiscal quarter ended September 30, 2015 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Quarterly Report on Form 10-Q fairly presents in all material respects the financial condition and results of operations of KLA-Tencor Corporation.

October 22, 2015

(Date)

By: /s/ BREN D. HIGGINS

Name: Bren D. Higgins

Title: Executive Vice President and Chief Financial Officer