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

SCHEDULE TO

(RULE 14d-100)
Tender Offer Statement Pursuant to Section 14(d)(1) or 13(e)(1)
of the Securities Exchange Act of 1934

PLX Technology, Inc.

(Name of Subject Company)

Pluto Merger Sub, Inc.

(Offeror)
a wholly owned subsidiary of

Avago Technologies Wireless (U.S.A.) Manufacturing Inc.

(Offeror)
an indirect wholly owned subsidiary of

Avago Technologies Limited

(Offeror)

(Name of Filing Persons and Offerors)

COMMON STOCK, $0.001 PAR VALUE
(Title of Class of Securities)
693417107
(Cusip Number of Class of Securities)

Patricia H. McCall
c/o Avago Technologies U.S. Inc.
350 W. Trimble Road, Building 90
San Jose, CA 95131
(408) 435-7400

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications on Behalf of Filing Persons)

With a copy to:

Rich Capelouto
Atif Azher
Simpson Thacher & Bartlett LLP
2475 Hanover St.
Palo Alto, CA 94304
(650) 251-5000

CALCULATION OF FILING FEE

Transaction Valuation*	Amount of Filing Fee**
$309,720,022.73	$39,891.94

* Estimated solely for purposes of calculating the filing fee. The transaction value was determined by adding (i) 45,962,937, the number of outstanding shares of PLX Technology, Inc. common stock, multiplied by $6.50, the per share tender offer price, (ii) 4,905,426, the number of shares issuable pursuant to outstanding options with an exercise price less than the offer price of $6.50 per share, multiplied by $2.22, which is the offer price of $6.50 per share minus the weighted average exercise price for such options of $4.28 per share and (iii) 10,000 restricted stock units multiplied by the offer price of $6.50 per share. The foregoing share figures have been provided by the issuer to the offerors and are as of July 3, 2014 the most recent practicable date.

** The filing fee was calculated in accordance with Rule 0-11 under the Securities Exchange Act of 1934, as amended, and Fee Rate Advisory No. 1 for Fiscal Year 2014, issued August 30, 2013, by multiplying the transaction value by 0.0001288.

☐ Check box if any part of the fee is offset as provided by Rule 0–11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: Not applicable. Filing Party: Not applicable.
Form or Registration No.: Not applicable. Date Filed: Not applicable.

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- ☒ third-party tender offer subject to Rule 14d-1.
- ☐ issue tender offer subject to Rule 13e-4
- ☐ going-private transaction subject to Rule 13e-3
- ☐ amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer.

If applicable, check the appropriate box(es) below to designate the appropriate rule provision(s) relied upon:

- ☐ Rule 13e-4(i) (Cross Border Issuer Tender Offer)
- ☐ Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

This Tender Offer Statement on Schedule TO (the "Schedule TO") relates to the offer by Pluto Merger Sub, Inc. (the "Purchaser"), a Delaware corporation and a wholly owned subsidiary of Avago Technologies Wireless (U.S.A.) Manufacturing Inc. ("Parent"), a Delaware corporation and an indirect wholly owned subsidiary of Avago Technologies Limited ("Avago"), a company organized under the laws of the Republic of Singapore, to purchase all of the outstanding shares of common stock, par value $0.001 per share (the "Shares"), of PLX Technology, Inc. (the "Company"), a Delaware corporation, at a price of $6.50 per Share, in cash, without interest, subject to any withholding of taxes required by applicable law, upon the terms and subject to the conditions described in the offer to purchase, dated July 8, 2014 (as it may be amended or supplemented from time to time, the "Offer to Purchase"), and in the related letter of transmittal (as it may be amended or supplemented from time to time, the "Letter of Transmittal"), copies of which are attached hereto as Exhibits (a)(1)(i) and (a)(1)(ii), respectively, which Offer to Purchase and Letter of Transmittal collectively constitute the "Offer."

Pursuant to General Instruction F to Schedule TO, the information contained in the Offer to Purchase, including all schedules and annexes to the Offer to Purchase, is hereby expressly incorporated in this Schedule TO by reference in response to Items 1 through 11 of this Schedule TO and is supplemented by the information specifically provided for in this Schedule TO.

The Agreement and Plan of Merger, dated as of June 23, 2014, by and among Parent, the Purchaser and the Company (the "Merger Agreement"), a copy of which is attached as Exhibit (d)(1) hereto, the Confidentiality Agreement, dated May 30, 2014, between Parent and the Company, a copy of which is attached as Exhibit (d)(2) hereto, the Exclusivity Agreement, dated June 2, 2014, between Parent and the Company, a copy of which is attached as Exhibit (d)(3) hereto, the Tender and Support Agreement, dated June 23, 2014, between Parent, the Purchaser, Potomac Capital Partners II, L.P., Potomac Capital Management II, L.L.C., Potomac Capital Partners III, L.P., Potomac Capital Management III, L.L.C., Potomac Capital Partners L.P., Potomac Capital Management, L.L.C., Paul J. Solit and Eric Singer, a copy of which is attached as Exhibit (d)(4) hereto, the Tender and Support Agreement, dated June 23, 2014, between Parent, the Purchaser, Vijay Meduri, David Raun, Michael J. Salameh, Ralph Schmitt and Arthur O. Whipple, a copy of which is attached as Exhibit (d)(5) hereto, the Transaction Support Agreement, dated June 20, 2014, between the Company and Discovery Equity Partners GP, LLC, Discovery Equity Partners, L.P. and their affiliates, a copy of which is attached as Exhibit (d)(6) hereto, the Company's Amended and Restated PLX Severance Plan for Executive Management, dated June 22, 2014, a copy of which is attached as Exhibit (d)(7) hereto, the Executive Officer Retention Agreements between the Company and each of David K. Raun, Arthur O. Whipple, Gene Schaeffer, Vijay Meduri, Michael Grubisich and Larry Chisvin, copies of which are attached as Exhibits (d)(8) through (d)(13) hereto, are incorporated herein by reference with respect to Items 5 and 11 of this Schedule TO.

Item 1. ***Summary Term Sheet.***

Regulation M-A Item 1001

The information set forth in the section of the Offer to Purchase entitled "Summary Term Sheet" is incorporated herein by reference.

Item 2. ***Subject Company Information.***

Regulation M-A Item 1002(a) through (c)

(a) The name of the subject company and the issuer of the securities to which this Schedule TO relates is PLX Technology, Inc., a Delaware corporation. The Company's principal executive offices are located at 870 W. Maude Avenue, Sunnyvale, CA 94085. The Company's telephone number at such address is (408) 774-9060.

(b) The information set forth in the Introduction of the Offer to Purchase is incorporated herein by reference.

(c) The information set forth in Section 6 — "Price Range of Shares; Dividends" of the Offer to Purchase is incorporated herein by reference.

Item 3. ***Identity and Background of Filing Person.***

Regulation M-A Item 1003(a) through (c)

(a)-(c) This Schedule TO is filed by Avago, Parent and the Purchaser. The information set forth in Section 8 — "Certain Information Concerning Avago, Parent and the Purchaser" in the Offer to Purchase and in Annex A of the Offer to Purchase is incorporated herein by reference.

Item 4. ***Terms of the Transaction.***

Regulation M-A Item 1004(a)

For purposes of subsection (a)(1)(i)-(viii), (x) and (xii), the information set forth in the Offer to Purchase under the following captions is incorporated by reference in this Schedule TO:

Introduction
Section 1 — "Terms of the Offer"
Section 2 — "Acceptance for Payment and Payment for Shares"
Section 3 — "Procedures for Accepting the Offer and Tendering Shares"
Section 4 — "Withdrawal Rights"
Section 5 — "Certain U.S. Federal Income Tax Consequences of the Offer and Merger"
Section 13 — "Certain Effects of the Offer"
Section 15 — "Conditions to the Offer"
Section 16 — "Adjustments to Prevent Dilution"

Subsections (a)(1)(ix) and (xi) are not applicable.

For purposes of subsections (a)(2)(i)-(v) and (vii) the information set forth in the Offer to Purchase under the following captions is incorporated by reference in this Schedule TO:

Introduction
Section 1 — "Terms of the Offer"
Section 5 — "Certain U.S. Federal Income Tax Consequences of the Offer and Merger"
Section 10 — "Background of the Offer; Past Contacts, Transactions, Negotiations and Agreements with the Company"
Section 11 — "The Merger Agreement; Other Agreements"
Section 12 — "Purpose of the Offer; Plans for the Company"
Section 13 — "Certain Effects of the Offer"
Section 16 — "Adjustments to Prevent Dilution"

Subsection (a)(2)(vi) is not applicable.

Item 5. ***Past Contacts, Transactions, Negotiations and Agreements.***

Regulation M-A Item 1005(a) and (b)

The information set forth in the Offer to Purchase under the following captions is incorporated by reference in this Schedule TO:

Introduction
Section 8 — "Certain Information Concerning Avago, Parent and the Purchaser"
Section 10 — "Background of the Offer; Past Contacts, Transactions, Negotiations and Agreements with the Company"
Section 11 — "The Merger Agreement; Other Agreements"
Section 12 — "Purpose of the Offer; Plans for the Company"
Annex A

Item 6. ***Purposes of the Transaction and Plans or Proposals.***

Regulation M-A Item 1006(a) and (c)(1) through (7)

For purposes of subsections (a), (c)(1) through (7), the information set forth in the Offer to Purchase under the following captions is incorporated by reference in this Schedule TO:

Introduction
Section 6 — "Price Range of Shares; Dividends"
Section 11 — "The Merger Agreement; Other Agreements"
Section 12 — "Purpose of the Offer; Plans for the Company"
Section 13 — "Certain Effects of the Offer"
Section 14 — "Dividends and Distributions"

Item 7. ***Source and Amount of Funds or Other Consideration.***

Regulation M-A Item 1007(a), (b) and (d)

The information set forth in Section 9 — "Source and Amount of Funds" of the Offer to Purchase is incorporated herein by reference in this Schedule TO.

Item 8. ***Interests in Securities of the Subject Company.***

Regulation M-A Item 1008

The information set forth in Section 8 — "Certain Information Concerning Avago, Parent and the Purchaser" of the Offer to Purchase and in Annex A of the Offer to Purchase is incorporated herein by reference in this Schedule TO.

Item 9. ***Persons/Assets Retained, Employed, Compensated or Used.***

Regulation M-A Item 1009(a)

The information set forth in the Offer to Purchase under the following captions is incorporated by reference in this Schedule TO:

Section 18 — "Fees and Expenses"

Item 10. ***Financial Statements.***

Regulation M-A Item 1010(a) and (b)

Not applicable.

Item 11. ***Additional Information.***

Regulation M-A Item 1011(a) and (c)

For purposes of subsection (a), the information set forth in the Offer to Purchase under the following captions is incorporated by reference in this Schedule TO:

Section 1 — "Terms of the Offer"
Section 11 — "The Merger Agreement; Other Agreements"
Section 12 — "Purpose of the Offer; Plans for the Company"
Section 13 — "Certain Effects of the Offer"
Section 15 — "Conditions to the Offer"
Section 17 — "Certain Legal Matters; Regulatory Approvals"
Section 19 — "Miscellaneous"
Annex B

For purposes of subsection (c) the information set forth in the Offer to Purchase and Letter of Transmittal is incorporated herein by reference.

Item 12. ***Exhibits.***

See Exhibit Index.

Item 13. ***Information Required by Schedule 13E-3.***

Not applicable.

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: July 8, 2014

PLUTO MERGER SUB, INC.

By: /s/ Anthony E. Maslowski
Name: Anthony E. Maslowski
Title: Vice President, Chief Financial Officer and Secretary

AVAGO TECHNOLOGIES WIRELESS (U.S.A.) MANUFACTURING INC.

By: /s/ Anthony E. Maslowski
Name: Anthony E. Maslowski
Title: President and Secretary

AVAGO TECHNOLOGIES LIMITED

By: /s/ Anthony E. Maslowski
Name: Anthony E. Maslowski
Title: Chief Financial Officer

EXHIBIT INDEX

Index No.	
(a)(1)(i)	Offer to Purchase dated July 8, 2014.
(a)(1)(ii)	Form of Letter of Transmittal (including Guidelines for Certification of Taxpayer Identification Number on Form W-9).
(a)(1)(iii)	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(1)(iv)	Form of Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(1)(v)	Summary Advertisement as published in The New York Times on July 8, 2014.
(a)(1)(vi)	Form of Letter to Participants in the PLX Technology, Inc. Employee Stock Ownership Plan ("ESOP") and ESOP Instruction Form.
(a)(5)(i)	Joint press release regarding announcement of the Merger Agreement (incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K filed by Avago Technologies Limited with the SEC on June 23, 2014).
(b)	Not Applicable.
(d)(1)	Agreement and Plan of Merger, dated June 23, 2014, by and among PLX Technology, Inc., Avago Technologies Wireless (U.S.A.) Manufacturing Inc. and Pluto Merger Sub, Inc. (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by PLX Technology, Inc. with the SEC on June 23, 2014).
(d)(2)	Confidentiality Agreement, dated May 30, 2014, between PLX Technology, Inc. and Avago Technologies Wireless (U.S.A.) Manufacturing Inc.
(d)(3)	Exclusivity Agreement, dated June 2, 2014, between PLX Technology, Inc. and Avago Technologies Wireless (U.S.A.) Manufacturing Inc.
(d)(4)	Tender and Support Agreement, dated June 23, 2014, by and among Avago Technologies Wireless (U.S.A.) Manufacturing Inc., Pluto Merger Sub, Inc. and Potomac Capital Partners II, L.P., Potomac Capital Management II, L.L.C., Potomac Capital Partners III, L.P., Potomac Capital Management III, L.L.C., Potomac Capital Partners L.P., Potomac Capital Management, L.L.C., Paul J. Solit and Eric Singer (incorporated by reference to Exhibit 99.2 to the Current Report on Form 8-K filed by PLX Technology, Inc. with the SEC on June 23, 2014).
(d)(5)	Tender and Support Agreement, dated June 23, 2014, by and among Avago Technologies Wireless (U.S.A.) Manufacturing Inc., Pluto Merger Sub, Inc. and the directors and officers of the Company party thereto (incorporated by reference to Exhibit 99.3 to the Current Report on Form 8-K filed by PLX Technology, Inc. with the SEC on June 23, 2014).
(d)(6)	Transaction Support Agreement, dated June 20, 2014, between PLX Technology, Inc. and Discovery Equity Partners GP, LLC, Discovery Equity Partners, L.P. and their affiliates.
(d)(7)	Amended and Restated PLX Severance Plan for Executive Management, dated June 22, 2014 (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by PLX Technology, Inc. with the SEC on June 23, 2014).
(d)(8)	Executive Officer Retention Agreement, dated June 22, 2014, between PLX Technology, Inc. and David K. Raun (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed by PLX Technology, Inc. with the SEC on June 23, 2014).
(d)(9)	Executive Officer Retention Agreement, dated June 22, 2014, between PLX Technology, Inc. and Arthur O. Whipple (incorporated by reference to Exhibit 10.3 to the Current Report on Form 8-K filed by PLX Technology, Inc. with the SEC on June 23, 2014).

Index No.	
(d)(10)	Executive Officer Retention Agreement, dated June 22, 2014, between PLX Technology, Inc. and Gene Schaeffer (incorporated by reference to Exhibit 10.4 to the Current Report on Form 8-K filed by PLX Technology, Inc. with the SEC on June 23, 2014).
(d)(11)	Executive Officer Retention Agreement, dated June 22, 2014, between PLX Technology, Inc. and Michael Grubisich (incorporated by reference to Exhibit 10.5 to the Current Report on Form 8-K filed by PLX Technology, Inc. with the SEC on June 23, 2014).
(d)(12)	Executive Officer Retention Agreement, dated June 22, 2014, between PLX Technology, Inc. and Vijay Meduri (incorporated by reference to Exhibit 10.6 to the Current Report on Form 8-K filed by PLX Technology, Inc. with the SEC on June 23, 2014).
(d)(13)	Executive Officer Retention Agreement, dated June 22, 2014, between PLX Technology, Inc. and Larry Chisvin (incorporated by reference to Exhibit 10.7 to the Current Report on Form 8-K filed by PLX Technology, Inc. with the SEC on June 23, 2014).
(g)	Not Applicable.
(h)	Not Applicable.

Exhibit (a)(1)(i)

Offer to Purchase for Cash
All Outstanding Shares of Common Stock
of
PLX TECHNOLOGY, INC.
at
$6.50 Per Share
by
PLUTO MERGER SUB, INC.
a wholly owned subsidiary of

AVAGO TECHNOLOGIES WIRELESS (U.S.A.) MANUFACTURING INC.
an indirect wholly owned subsidiary of

AVAGO TECHNOLOGIES LIMITED

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON AUGUST 11, 2014 (ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON AUGUST 11, 2014), UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

The Offer (as defined below) is being made pursuant to the Agreement and Plan of Merger, dated as of June 23, 2014, by and among Avago Technologies Wireless (U.S.A.) Manufacturing Inc. ("Parent"), a Delaware corporation, Pluto Merger Sub, Inc., a Delaware corporation (the "Purchaser") and a wholly owned subsidiary of Parent, and PLX Technology, Inc. (the "Company" or "PLX"), a Delaware corporation (as it may be amended, modified or supplemented from time to time in accordance with its terms, the "Merger Agreement").

The Purchaser is offering to purchase all of the outstanding shares of common stock, par value $0.001 per share (the "Shares"), of the Company at a price per Share of $6.50 in cash (the "Offer Price"), without interest, subject to any withholding of taxes required by applicable law.

Subject to the satisfaction or waiver of certain conditions set forth in the Merger Agreement, the Purchaser and the Company have agreed to take all necessary and appropriate actions to cause the Purchaser to merge with and into the Company (the "Merger"), with the Company continuing as the surviving corporation and as a wholly owned subsidiary of Parent. The closing of the Merger will occur as promptly as practicable and in any event no later than the second business day after the conditions set forth in the Merger Agreement are satisfied or waived. If, after the consummation of the Offer, the Purchaser and any other subsidiary of Parent hold at least 90% of the outstanding Shares, the Purchaser and the Company have agreed to take all necessary and appropriate actions to cause the Merger to become effective as promptly as practicable, without a meeting of the stockholders of the Company, in accordance with Section 253 of the General Corporation Law of the State of Delaware ("Delaware Law"). In the event that the Merger cannot be effected pursuant to Section 253 of Delaware Law, then, as promptly as practicable following the consummation of the Offer, each of the Purchaser and the Company will take all necessary and appropriate actions to cause the Merger to become effective, without a meeting of the stockholders of the Company, in accordance with Section 251(h) of Delaware Law. In either case, if the aforementioned conditions are met and the Merger is effected pursuant to Section 253 or Section 251(h) of Delaware Law, the Merger will take place without a vote or any further action by the stockholders of the Company.

At the effective time of the Merger (the "Effective Time"), each Share issued and outstanding immediately prior to the Effective Time will be converted into the right to receive cash in an amount equal to the Offer Price, without interest, subject to any withholding of taxes required by applicable law, except as provided in the Merger Agreement with respect to Shares owned by Parent, the Company or any of their direct or indirect wholly owned subsidiaries or Shares held by any stockholder who is entitled to demand and properly has demanded appraisal for such Shares in accordance and full compliance with Section 262 of Delaware Law (see Section 17 — "Certain Legal Matters; Regulatory Approvals — Appraisal Rights").

Under no circumstances will interest be paid either with respect to the purchase of Shares pursuant to the Offer or upon conversion of Shares into the right to receive an amount of cash equal to the Offer Price in the Merger (which, in either case, may be reduced by any withholding of taxes required by applicable law), regardless of any extension of the Offer or any delay in making payment for Shares or consummating the Offer or the Merger.

THE BOARD OF DIRECTORS OF PLX UNANIMOUSLY RECOMMENDS THAT YOU TENDER ALL OF YOUR SHARES INTO THE OFFER.

THE BOARD OF DIRECTORS OF PLX HAS UNANIMOUSLY (1) AUTHORIZED, APPROVED AND DECLARED ADVISABLE THE MERGER AGREEMENT AND THE TRANSACTIONS CONTEMPLATED THEREBY, INCLUDING THE OFFER AND THE MERGER, (2) DETERMINED THAT THE TRANSACTIONS CONTEMPLATED BY THE MERGER AGREEMENT ARE ADVISABLE, FAIR TO AND IN THE BEST INTERESTS OF THE COMPANY AND ITS STOCKHOLDERS AND (3) RESOLVED TO RECOMMEND THAT THE COMPANY'S STOCKHOLDERS ACCEPT THE OFFER AND TENDER THEIR SHARES TO US PURSUANT TO THE OFFER.

The Offer is not subject to any financing condition. The Offer is conditioned upon (i) there being validly tendered in the Offer and not properly withdrawn prior to the date on which the Offer expires (the "Expiration Date") that number of Shares that, together with the number of Shares (if any) then owned by Parent or any of its wholly owned direct or indirect subsidiaries (or with respect to which Parent or any of its wholly owned direct or indirect subsidiaries otherwise has sole voting power) represents at least a majority of the Shares then outstanding on a fully diluted basis (as defined herein) and no less than a majority of the voting power of the shares of capital stock of the Company then outstanding on a fully diluted basis and entitled to vote upon the adoption of the Merger Agreement and approval of the Merger (collectively, the "Minimum Condition"), (ii) the applicable waiting period under (a) the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, having expired or been terminated, and (b) chapter VII of the Act against Restraints of Competition of 1958 of Germany, as amended, having expired or been terminated and (iii) the satisfaction or waiver by the Purchaser of the other conditions and requirements of the Offer described in Section 15 — "Conditions to the Offer." See Section 15 — "Conditions to the Offer" and Section 17 — "Certain Legal Matters; Regulatory Approvals."

A summary of the principal terms of the Offer appears on pages i through ix. You should read both the entire Offer to Purchase and the Letter of Transmittal carefully before deciding whether to tender your Shares into the Offer.

The Information Agent for the Offer is:

Georgeson

Georgeson Inc.
480 Washington Blvd., 26th Floor
Jersey City, NJ 07310

Banks, Brokers and Shareholders Call Toll-Free: (888) 877-5360
Or Contact via Email at: PLXTechnology@georgeson.com

July 8, 2014

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IMPORTANT

If you desire to tender all or any portion of your Shares to the Purchaser pursuant to the Offer, prior to the Expiration Date:

- If you are a record holder (i.e., you have a stock certificate or you hold Shares directly in your name in book-entry form in an account with the Company's transfer agent, Computershare Trust Company, N.A.), you must complete and sign the enclosed Letter of Transmittal in accordance with the instructions contained in the Letter of Transmittal, and send it, together with any certificate representing your Shares and any other required documents, to Computershare Trust Company, N.A., in its capacity as depositary for the Offer (the "Depositary"). **These materials must reach the Depositary before the Expiration Date.** See Section 3 — "Procedures for Accepting the Offer and Tendering Shares" for further details.
- If you hold your Shares through a broker, dealer, commercial bank, trust company or other nominee, you must contact your broker, dealer, commercial bank, trust company or other nominee and give instructions that your Shares be tendered to the Purchaser pursuant to the Offer.
- If you hold your Shares through the ESOP, you must instruct Alan M. Weissman, the Trustee of the ESOP, in accordance with the ESOP Instruction Form by submitting the ESOP Instruction Form to Computershare Trust Company, N.A., in its capacity as tabulation agent for the Offer (the "Tabulation Agent") no later than 5:00 p.m., New York City time, on August 6, 2014, or, if the Offer is extended, no later than 5:00 p.m., New York City time, three business days prior to the expiration of the Offer.

There is no procedure for guaranteed delivery in the Offer.

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Questions and requests for assistance may be directed to Georgeson Inc., the Information Agent, or Barclays Capital Inc., the Dealer Manager, at their addresses and telephone numbers set forth on the back cover of this Offer to Purchase. Additional copies of this Offer to Purchase, the Letter of Transmittal (as defined herein) and other related materials may also be obtained from the Information Agent or the Dealer Manager. Stockholders may also contact their broker, dealer, commercial bank, trust company or other nominee for copies of these documents. Copies of these materials may also be found at the website maintained by the United States Securities and Exchange Commission at www.sec.gov.

This Offer to Purchase and the Letter of Transmittal contain important information, and you should read both carefully and in their entirety before making a decision with respect to the Offer.

The Dealer Manager for the Offer is:

Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019

Banks, Brokers and Stockholders
Call Toll-Free: (888) 610-5877

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SUMMARY TERM SHEET

The following are some questions that you, as a stockholder of the Company, may have and answers to those questions. This summary term sheet highlights selected information from this offer to purchase (as it may be amended or supplemented from time to time, this "Offer to Purchase"). It may not contain all of the information that is important to you and is qualified in its entirety by the more detailed descriptions and explanations contained in this Offer to Purchase and the related letter of transmittal (as it may be amended or supplemented from time to time the "Letter of Transmittal"). The Offer to Purchase and Letter of Transmittal collectively constitute the "Offer."

To better understand the Offer and for a complete description of the terms of the Offer, you should read this Offer to Purchase, the Letter of Transmittal and the other documents to which we refer carefully and in their entirety. Questions or requests for assistance may be directed to Georgeson Inc., our information agent (the "Information Agent") or to Barclays Capital Inc., our dealer manager (the "Dealer Manager"), at their respective addresses and telephone numbers set forth on the back cover of this Offer to Purchase. Unless otherwise indicated in this Offer to Purchase or the context otherwise requires, all references in this Offer to Purchase to "we," "our" or "us" refer to the Purchaser, Parent or Avago, as appropriate.

Securities Sought:	All of the outstanding shares of common stock, par value $0.001 per share (the "Shares"), of PLX Technology, Inc., a Delaware corporation (the "Company" or "PLX").
Price Offered Per Share:	$6.50 per Share in cash (the "Offer Price"), without interest, subject to any withholding of taxes required by applicable law.
Scheduled Expiration Time:	The offer and withdrawal rights will expire at 12:00 midnight, New York City time, on August 11, 2014 (one minute after 11:59 P.M., New York City time, on August 11, 2014), unless the Offer is extended or terminated.
The Purchaser:	Pluto Merger Sub, Inc. (the "Purchaser"), a Delaware corporation and a wholly owned subsidiary of Avago Technologies Wireless (U.S.A.) Manufacturing Inc. ("Parent"), a Delaware corporation and an indirect wholly owned subsidiary of Avago Technologies Limited ("Avago"), a company organized under the laws of the Republic of Singapore.
PLX Board Recommendation:	**The Board of Directors of PLX has unanimously recommended that the Company's stockholders accept the Offer and tender all their Shares to the Purchaser pursuant to the Offer.**

Who is offering to buy my Shares?

Our name is Pluto Merger Sub, Inc. We are a wholly owned subsidiary of Avago Technologies Wireless (U.S.A.) Manufacturing Inc., a Delaware corporation and an indirect wholly owned subsidiary of Avago Technologies Limited, a company organized under the laws of the Republic of Singapore. We are a Delaware corporation formed for the purpose of making this tender offer for all outstanding Shares and thereafter, pursuant to the Agreement and Plan of Merger, dated June 23, 2014, by and among Parent, the Company and us (as it may be amended, modified or supplemented from time to time in accordance with its terms, the "Merger Agreement"), merging with and into the Company (the "Merger"), with the Company continuing as the surviving corporation. To date, we have not carried on any activities other than those related to our formation and the Merger Agreement, including making this Offer. See the "Introduction" and Section 8 — "Certain Information Concerning Avago, Parent and the Purchaser."

How many Shares are you offering to purchase in the Offer?

We are making the Offer to purchase all outstanding Shares on the terms and subject to the conditions set forth in this Offer to Purchase and the Letter of Transmittal. See the "Introduction" and Section 1 — "Terms of the Offer."

Why are you making the Offer?

We are making the Offer pursuant to the Merger Agreement in order to acquire control of, and following the Merger, the entire equity interest in, the Company. Subject to the satisfaction or waiver of the conditions set forth in the Merger Agreement, we and the Company have agreed to take all necessary and appropriate actions to cause the Merger, with the Company continuing as the surviving corporation and as a wholly owned subsidiary of Parent. If, after the consummation of the Offer, we and any other subsidiary of Parent hold at least 90% of the issued and outstanding Shares, we and the Company have agreed to take all necessary and appropriate actions to cause the Merger to become effective as promptly as practicable, without a meeting of the stockholders of the Company, in accordance with Section 253 of the General Corporation Law of the State of Delaware ("Delaware Law"). In the event that the Merger cannot be effected pursuant to Section 253 of Delaware Law, then, as promptly as practicable following the consummation of the Offer, we and the Company have agreed to take all necessary and appropriate actions to cause the Merger to become effective, without a meeting of the stockholders of the Company, in accordance with Section 251(h) of Delaware Law. In either case, if the aforementioned conditions are met and the Merger is effected pursuant to Section 253 or Section 251(h) of Delaware Law, the Merger will take place without a vote or any further action by the stockholders of the Company. See Section 12 — "Purpose of the Offer; Plans for the Company."

How much are you offering to pay and what is the form of payment? Will I have to pay any fees or commissions?

We are offering to pay $6.50 per Share in cash, without interest, subject to any withholding of taxes required by applicable law.

If you are the record owner of your Shares and you tender your Shares to us in the Offer, you will not have to pay brokerage fees, commissions or similar expenses. If you own your Shares through a broker, dealer, commercial bank, trust company or other nominee and such nominee tenders your Shares on your behalf, they may charge you a fee for doing so. You should consult with your broker, dealer, commercial bank, trust company or other nominee to determine whether any charges will apply. There are no fees to tender shares allocated to your ESOP account. See the "Introduction," Section 1 — "Terms of the Offer" and Section 2 — "Acceptance for Payment and Payment for Shares."

What does PLX's Board think about the Offer?

After careful consideration, the Board of Directors of PLX has unanimously:

- authorized, approved and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger;
- determined that the transactions contemplated by the Merger Agreement are advisable, fair to and in the best interests of PLX and its stockholders; and
- resolved to recommend that PLX's stockholders accept the Offer and tender their Shares to us pursuant to the Offer.

See the "Introduction" and Section 12 — "Purpose of the Offer; Plans for the Company." The Company will file with the Securities and Exchange Commission (the "SEC") and mail to its stockholders its Solicitation/Recommendation Statement on Schedule 14D-9 (the "Schedule 14D-9") recommending that the Company's stockholders accept the Offer and tender their Shares to us pursuant to the Offer.

What are the most significant conditions to the Offer?

The Offer is conditioned upon:

- there being validly tendered in the Offer and not properly withdrawn prior to the Expiration Date (as defined below) that number of Shares that, together with the number of Shares (if any) then owned by Parent or any of its wholly owned direct or indirect subsidiaries (or with respect to which Parent or any of its wholly owned direct or indirect subsidiaries otherwise has sole voting power) represents at least a majority of the Shares then outstanding on a fully diluted basis (as described below) and no less than a majority of the voting power of the shares of capital stock of the Company then outstanding on a fully diluted basis and entitled to vote upon the adoption of the Merger Agreement and approval of the Merger (collectively, the "Minimum Condition");
- the applicable waiting period under (i) the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, having expired or been terminated and (ii) chapter VII of the Act against Restraints of Competition of 1958 of Germany, as amended, having expired or been terminated (together, the "Required Governmental Approvals"); and
- the satisfaction or waiver by the Purchaser of the other conditions and requirements of the Offer described in Section 15 — "Conditions to the Offer." See Section 15 — "Conditions to the Offer" and Section 17 — "Certain Legal Matters; Regulatory Approvals."

We may waive any condition, in whole or in part, at any time and from time to time, in our sole discretion; provided that the Minimum Condition and receipt of the Required Governmental Approvals may only be waived or amended with the prior written consent of the Company. See also Section 17 — "Certain Legal Matters; Regulatory Approvals."

Pursuant to the Merger Agreement, "on a fully diluted basis" means, as of any date, (i) the number of Shares outstanding, plus (ii) the number of Shares the Company is then required to issue pursuant to options, warrants, rights or other obligations outstanding at such date under any employee stock option or other benefit plans, warrant agreements or otherwise (assuming all options and other rights to acquire or obligations to issue such Shares are fully vested and exercisable and all Shares issuable at any time have been issued), including pursuant to each stock option or other equity plan of the Company.

Is the Offer subject to any financing condition?

No. The Offer is not subject to any financing condition.

Is there an agreement governing the Offer?

Yes. We, Parent and the Company have entered into the Merger Agreement referred to above in "Who is offering to buy my Shares?" The Merger Agreement provides, among other things, for the terms and conditions of the Offer and, following consummation of the Offer, the merger of the Purchaser with and into the Company. See Section 11 — "The Merger Agreement; Other Agreements."

Do you have the financial resources to pay for all Shares?

Yes. We estimate that we will need approximately $313.7 million to purchase all Shares pursuant to the Offer, to pay the consideration in respect of all Shares not tendered which will each be converted in the Merger into the right to receive the Offer Price (except as provided in the Merger Agreement with respect to Shares owned by Parent, the Company or their respective subsidiaries or Shares that are held by any stockholder who is entitled to demand and properly has demanded appraisal for such Shares in accordance and full compliance with Delaware Law), to make the Option Payments and the RSU Payments (each as defined below) as provided in the Merger Agreement and to pay related fees and expenses. Parent, our parent company, will provide us with

sufficient funds to make such payments. Parent expects to fund such payments from its available cash. The Offer is not subject to any financing condition. See Section 9 — "Source and Amount of Funds."

Is your financial condition relevant to my decision to tender into the Offer?

No. We do not think that our financial condition is relevant to your decision whether to tender Shares and accept the Offer because:

- the consummation of the Offer is not subject to any financing condition;
- the Offer is being made for all Shares solely for cash;
- if the Offer is consummated, we will acquire all remaining Shares in the Merger for the same cash price as was paid in the Offer (i.e., the Offer Price, without interest, subject to any withholding of taxes required by applicable law); and
- we, through Parent, will have sufficient funds in available cash to purchase all Shares validly tendered and not properly withdrawn pursuant to the Offer and to provide funding for the Merger and related fees and expenses.

See Section 9 — "Source and Amount of Funds" and Section 11 — "The Merger Agreement; Other Agreements."

How long do I have to decide whether to tender into the Offer?

You will be able to tender your Shares into the Offer until 12:00 midnight, New York City time, on August 11, 2014 (one minute after 11:59 P.M., New York City time, on August 11, 2014) (such date and time, the "Expiration Date"), unless (i) we extend the period during which the Offer is open pursuant to and in accordance with the terms of the Merger Agreement, in which case the term "Expiration Date" will mean the latest date and time at which the Offer, as so extended by us, will expire or (ii) the Merger Agreement has been earlier terminated. If we extend the Offer, we will inform the Depositary of that fact and will make a public announcement of the extension no later than 9:00 A.M., New York City time, on the next business day after the previously scheduled Expiration Date.

There is no procedure for guaranteed delivery in the Offer. Please give your broker, dealer, commercial bank, trust company or other nominee instructions in sufficient time to permit such nominee to tender your Shares by the Expiration Date. See Section 1 — "Terms of the Offer" and Section 3 — "Procedures for Accepting the Offer and Tendering Shares."

Can the Offer be extended and, if so, under what circumstances can or will the Offer be extended?

Yes, the Offer can be extended. In some cases, we may be required to extend the Offer beyond the initial Expiration Date, but in no event will we be required to extend the Offer beyond November 23, 2014 (the "Outside Date").

Pursuant to the Merger Agreement, we will (and Parent will cause us to) extend the Offer:

- for any period required by any applicable rule, regulation, interpretation or position of the SEC or its staff or for any period otherwise required by applicable law; *provided*, *however*, that in no event will we be required to extend the Offer to a date later than the Outside Date; and
- on one or more occasions, for successive periods of up to 20 business days each, the length of each such period (subject to such 20 business day maximum) to be determined by Parent in its sole discretion, if on or prior to any then scheduled Expiration Date, any condition to the Offer (including the Minimum Condition and the other conditions and requirements set forth in the Merger Agreement)

has not been satisfied, or, where permitted by applicable law and the Merger Agreement, waived by us, in order to permit the satisfaction of such conditions, *provided*, *however*, that in no event will we be required to extend the Offer to a date later than the Outside Date.

For purposes of the Offer, as provided under the Securities Exchange Act of 1934, as amended (together with the rules and regulations promulgated thereunder, the "Exchange Act"), a "business day" means any day other than a Saturday, Sunday or a U.S. federal holiday and consists of the time period from 12:01 a.m. through 12:00 midnight, New York City time.

If we extend the Offer, such extension will extend the time that you will have to tender your Shares. See Section 1 — "Terms of the Offer." Each of the time periods described above is calculated in accordance with Rule 14d-1(g)(3) under the Exchange Act.

How will I be notified if the time period during which I can tender my Shares into the Offer is extended?

If we extend the Offer, we will inform the Depositary of that fact and will make a public announcement of the extension no later than 9:00 A.M., New York City time, on the next business day after the previously scheduled Expiration Date.

How do I tender my Shares into the Offer?

If you wish to accept the Offer, this is what you must do:

- If you are a record holder (i.e., you have a stock certificate or you hold Shares directly in your name in book-entry form in an account with the Company's transfer agent, Computershare Trust Company, N.A.), you must complete and sign the enclosed Letter of Transmittal, in accordance with the instructions contained in the Letter of Transmittal, and send it, together with any certificates representing your Shares and any other required documents, to the Depositary. These materials must reach the Depositary before the Expiration Date. See Section 3 — "Procedures for Accepting the Offer and Tendering Shares" for further details.
- If you hold your Shares through a broker, dealer, commercial bank, trust company or other nominee, you must contact your broker, dealer, commercial bank, trust company or other nominee and give instructions that your Shares be tendered to the Purchaser pursuant to the Offer.
- If you hold your Shares through the ESOP, you must instruct Alan M. Weissman, the trustee of the ESOP (the "Trustee"), in accordance with the ESOP Instruction Form by submitting the ESOP Instruction Form to Computershare Trust Company, N.A., in its capacity as tabulation agent for the Offer (the "Tabulation Agent") by 5:00 p.m., New York City time, on August 6, 2014, or, if the Offer is extended, no later than 5:00 p.m., New York City time, three business days prior to the expiration of the Offer.

There is no procedure for guaranteed delivery in the Offer.

Can I tender shares held in the Company's Employee Stock Ownership Plan (the "ESOP")?

Yes. You have the right to tender all or a portion of the shares allocated to your ESOP account and receive the same consideration as any other stockholder in the Offer, as described above in "How much are you offering to pay and what is the form of payment? Will I have to pay any fees or commissions?" The procedure for tendering and/or withdrawing your instructions to the Trustee to tender all or a portion of the shares allocated to your ESOP account varies slightly from the procedures for tendering and/or withdrawing a prior offer to tender Shares held outside of the ESOP. If you hold your Shares through the ESOP, you must instruct the Trustee by submitting the ESOP Instruction Form to the Tabulation Agent no later than 5:00 p.m., New York City time, on August 6, 2014, or, if the Offer is extended, no later than 5:00 p.m., New York City time, three business days prior to the expiration of the Offer. Participants in the ESOP who wish to withdraw their shares must submit a

new ESOP Instruction Form to the Tabulation Agent indicating such withdrawal by 5:00 p.m., New York City time, on August 6, 2014, or, if the Offer is extended, no later than 5:00 p.m., New York City time, three business days prior to the expiration of the Offer. See Section 3 — "Procedures for Accepting the Offer and Tendering Shares — Company Employee Stock Ownership Plan."

Until what time may I withdraw previously tendered Shares?

Shares tendered into the Offer (not including shares allocated to ESOP accounts, which are discussed below) may be withdrawn at any time prior to the Expiration Date. Thereafter, tenders of Shares are irrevocable, except that they may also be withdrawn after September 5, 2014 (i.e., after 60 calendar days from the commencement of the Offer), unless such Shares have already been accepted for payment by us pursuant to the Offer by the end of September 5, 2014. If you tendered your Shares by giving instructions to a broker, dealer, commercial bank, trust company or other nominee, you must instruct such nominee to arrange for the withdrawal of your Shares. See Section 4 — "Withdrawal Rights."

How do I properly withdraw previously tendered Shares?

To properly withdraw any of your previously tendered Shares, you must deliver a written notice of withdrawal with the required information (as specified in this Offer to Purchase and in the Letter of Transmittal) to the Depositary while you still have the right to withdraw Shares. If you tendered your Shares by giving instructions to a broker, dealer, commercial bank, trust company or other nominee, you must instruct such nominee to arrange for the proper withdrawal of your Shares. Participants in the ESOP who wish to withdraw their shares must submit a new ESOP Instruction Form to the Tabulation Agent indicating such withdrawal by 5:00 p.m., New York City time, on August 6, 2014, or, if the Offer is extended, no later than 5:00 p.m., New York City time, three business days prior to the expiration of the Offer. See Section 4 — "Withdrawal Rights."

Upon the successful consummation of the Offer, will Shares continue to be publicly traded?

No. Subject to the satisfaction or waiver of the conditions set forth in the Merger Agreement, we and the Company have agreed to take all necessary and appropriate actions to cause the Merger, with the Company continuing as the surviving corporation and as a wholly owned subsidiary of Parent. If, after the consummation of the Offer, we and any other subsidiary of Parent hold at least 90% of the issued and outstanding Shares, we and the Company have agreed to take all necessary and appropriate actions to cause the Merger to become effective as promptly as practicable, without a meeting of the stockholders of the Company, in accordance with Section 253 of Delaware Law. In the event that the Merger cannot be effected pursuant to Section 253 of Delaware Law, then, as promptly as practicable following the consummation of the Offer, we and the Company have agreed to take all necessary and appropriate actions to cause the Merger to become effective, without a meeting of the stockholders of the Company, in accordance with Section 251(h) of Delaware Law. In either case, if the aforementioned conditions are met and the Merger is effected pursuant to Section 253 or Section 251(h) of Delaware Law, the Merger will take place without a vote or any further action by the stockholders of the Company. Following consummation of the Merger, no Shares will be publicly owned. We do not expect there to be a significant period of time between the consummation of the Offer and the consummation of the Merger. **If the Merger is consummated, then stockholders who did not tender their Shares into the Offer will receive the same amount of cash per Share that they would have received had they tendered their Shares into the Offer (i.e., the Offer Price, without interest, subject to any withholding of taxes required by applicable law), except as provided in the Merger Agreement with respect to Shares owned by Parent, the Company or their respective subsidiaries or Shares that are held by any stockholder who is entitled to demand and properly has demanded appraisal for such Shares in accordance and full compliance with Delaware Law**. See Section 17 — "Certain Legal Matters; Regulatory Approvals — Appraisal Rights." Even if for some reason the Merger does not take place but we purchase all tendered Shares, there may then be so few remaining stockholders and publicly held Shares that such Shares will no longer be eligible to be traded on the NASDAQ or any other securities exchange and there may not be a public trading market for such Shares. See Section 13 — "Certain Effects of the Offer."

If I decide not to tender my Shares into the Offer, what will happen to my Shares?

If the Offer is consummated and certain other conditions are satisfied, the Purchaser will merge with and into the Company. At the effective time of the Merger (the "Effective Time"), each Share then issued and outstanding will be converted into the right to receive an amount in cash equal to the Offer Price, without interest (the "Merger Consideration"), subject to any withholding of taxes required by applicable law, except as provided in the Merger Agreement with respect to Shares owned by Parent, the Company or any of their direct or indirect wholly owned subsidiaries. Notwithstanding the foregoing and regardless of whether the Merger is effected pursuant to Section 253 or Section 251(h) of Delaware Law, Shares issued and outstanding immediately prior to the Effective Time and held by a stockholder who is entitled to demand and properly has demanded appraisal for such Shares in accordance and full compliance with Section 262 of Delaware Law will not be converted into the right to receive the Merger Consideration and will instead be entitled to seek to have a Delaware court determine the "fair value" of such Shares in accordance with Delaware Law, unless such holder fails to perfect, withdraws, waives or loses the right to appraisal. In each such case, such Shares will be treated as if they had been converted at the Effective Time into the right to receive the Merger Consideration. See Section 17 — "Certain Legal Matters; Regulatory Approvals — Appraisal Rights."

If you do not consummate the Offer, will you nevertheless consummate the Merger?

No. None of us, Parent or the Company are under any obligation to pursue or consummate the Merger if the Offer has not been earlier consummated.

Will there be a subsequent offering period?

No. Pursuant to Section 253 or Section 251(h) of Delaware Law, as applicable, and the obligation of us and the Company to take all necessary and appropriate actions to cause the Merger to become effective as promptly as practicable following the consummation of the Offer, we expect the Merger to occur promptly after the consummation of the Offer. See Section 1 — "Terms of the Offer."

If I object to the price being offered, will I have appraisal rights?

Appraisal rights are not available to the holders of Shares in connection with the Offer. If the Offer is consummated and then, subject to the terms and conditions of the Merger Agreement, the Merger is consummated, the holders of Shares immediately prior to the Effective Time who did not tender their Shares in the Offer and have otherwise complied with the applicable procedures under Delaware Law will be entitled to seek to have a Delaware court determine the "fair value" of such Shares, regardless of whether the Merger is effected pursuant to Section 253 or Section 251(h) of Delaware Law. See Section 17 — "Certain Legal Matters; Regulatory Approvals — Appraisal Rights."

What is the market value of my Shares as of a recent date?

On June 20, 2014, the last trading day before we announced that we entered into the Merger Agreement, the last sale price of the Shares reported on NASDAQ was $5.94 per Share. On July 7, 2014, the last NASDAQ trading day before we commenced the Offer, the last sale price of the Shares reported on NASDAQ was $6.48 per Share.

We encourage you to obtain a recent quotation for Shares in deciding whether to tender your Shares. See Section 6 — "Price Range of Shares; Dividends."

If I tender my Shares, when and how will I get paid?

If the conditions to the Offer described in Section 15 — "Conditions to the Offer" are satisfied or waived and we consummate the Offer and accept your Shares for payment, you will be entitled to receive promptly an amount equal to the number of Shares you tendered into the Offer multiplied by the Offer Price in cash, without

interest, subject to any withholding of taxes required by applicable law. We will pay for your validly tendered and not properly withdrawn Shares by depositing the aggregate Offer Price therefor with the Depositary, which will act as your agent for the purpose of receiving payments from us and transmitting such payments to you. See Section 2 — "Acceptance for Payment and Payment for Shares." In all cases, payment for tendered Shares will be made only after timely receipt by the Depositary of (i) any certificates representing such Shares, if applicable, (ii) a properly completed and duly executed Letter of Transmittal, together with any required signature guarantees or, in the case of book-entry transfer of Shares at the Depository Trust Company ("DTC"), an Agent's Message (as defined below) in lieu of such Letter of Transmittal and delivery of Shares into the Depositary's account at DTC and (iii) any other required documents for such Shares, as described in Section 3 — "Procedures for Accepting the Offer and Tendering Shares."

Have any the Company stockholders agreed to tender their Shares?

Yes. Potomac Capital Partners II, L.P., Potomac Capital Management II, L.L.C., Potomac Capital Partners III, L.P., Potomac Capital Management III, L.L.C., Potomac Capital Partners L.P., Potomac Capital Management, L.L.C., Paul J. Solit, Eric Singer, Ralph Schmitt, Michael J. Salameh, David Raun, Vijay Meduri and Arthur O. Whipple, who collectively owned approximately 14.7% of the outstanding Shares as of June 23, 2014, have each entered into a tender and support agreement with Parent and us, pursuant to which they have agreed to, among other things, tender their Shares into the Offer. The stockholders party to the tender and support agreements have agreed not to withdraw their tendered Shares from the Offer and to comply with certain restrictions on the disposition of their Shares, subject to the terms and conditions contained in the tender and support agreements. Discovery Equity Partners GP, LLC, Discovery Equity Partners, L.P. and their affiliates (collectively, "Discovery") have entered into a transaction support agreement with the Company, pursuant to which they have agreed to support the Offer, subject to the terms and conditions contained in the transaction support agreement. As of June 25, 2014, Discovery no longer beneficially owns any Shares. See Section 11 — "The Merger Agreement; Other Agreements — Other Agreements — Tender and Support Agreements" and "The Merger Agreement; Other Agreements — Other Agreements — Transaction Support Agreement."

What will happen to my equity awards in the Offer?

The Offer is being made for all outstanding Shares, and not for options to purchase Shares issued under the Company's equity-based compensation plans (each, a "Company Option") or restricted stock units representing a right to receive a Share (each, a "Company RSU").

Following the consummation of the Offer and immediately prior to the Effective Time, each outstanding and unexercised Company Option will be cancelled and each former holder of any such cancelled Company Option will be entitled to receive from the Company a payment in cash (subject to all applicable withholding or other taxes required by applicable law) of an amount equal to the product of (i) the total number of Shares (whether vested or unvested) subject to such Company Option immediately prior to such cancellation and (ii) the excess, if any, of the Offer Price over the exercise price per Share subject to such Company Option immediately prior to such cancellation (such amounts payable hereunder being referred to as the "Option Payments"), except that the Option Payments with respect to the unvested Company Options held by certain senior executives of the Company will be subject to the applicable retention agreement entered into between the Company and such executive on June 22, 2014. See Section 11 — "The Merger Agreement; Other Agreements — Other Agreements — Retention Agreements."

Following the consummation of the Offer and immediately prior to the Effective Time, each Company RSU that is outstanding will be cancelled and, in exchange therefor, each former holder of any such cancelled Company RSU will be entitled to receive, in consideration therefor, a payment in cash (subject to all applicable withholding or other taxes required by applicable law) of an amount equal to the product of (i) the total number of Shares subject to such Company RSU immediately prior to such cancellation and (ii) the Merger Consideration (such amounts payable hereunder being referred to as the "RSU Payments"). One-half of the RSU

Payments, without interest, will be paid to the holder on the first anniversary of the closing of the Merger (the "Closing Date") and the remaining RSU Payments, without interest, will be paid to the holder on the second anniversary of the Closing Date, in each case subject to such holder's continued employment with the Company following the Merger. If such holder's employment with the Company is terminated without cause or due to such holder's death or permanent disability (each, a "Qualifying Termination"), the remaining unpaid portion of the RSU Payments will be paid to the holder on the first payroll date following such Qualifying Termination. See Section 11 — "The Merger Agreement; Other Agreements — The Merger Agreement — Treatment of Options and Restricted Stock Units."

What are the U.S. federal income tax consequences of the Offer and the Merger?

The receipt of cash by you in exchange for your Shares pursuant to the Offer or the Merger will be a taxable transaction for U.S. federal income tax purposes if you are a United States Holder (as defined in Section 5 — "Certain U.S. Federal Income Tax Consequences of the Offer and the Merger — United States Holders"). In general, you will recognize gain or loss in an amount equal to the difference between your adjusted tax basis in the Shares that you tender into the Offer or exchange in the Merger and the amount of cash you receive for such Shares. If you are a United States Holder and you hold your Shares as a capital asset, the gain or loss that you recognize will be a capital gain or loss and will be treated as a long-term capital gain or loss if you have held such Shares for more than one year. If you are a Non-United States Holder (as defined in Section 5 — "Certain U.S. Federal Income Tax Consequences of the Offer and the Merger — Non-United States Holders"), you will generally not be subject to U.S. federal income tax on gain recognized on Shares you tender into the Offer or exchange in the Merger. You should consult your tax advisor about the particular tax consequences to you of tendering your Shares into the Offer or having your Shares converted into the right to receive cash in the Merger. See Section 5 — "Certain U.S. Federal Income Tax Consequences of the Offer and the Merger" for a discussion of certain material U.S. federal income tax consequences of tendering or exchanging Shares pursuant to the Offer or the Merger.

The tender of stock allocated to an ESOP account in exchange for Merger Consideration is not a taxable event. However, you will be subject to tax on the value of your vested ESOP account when your account is distributed, unless you make an eligible rollover to an individual retirement account or the tax-qualified retirement plan of an employer.

To whom should I talk if I have additional questions about the Offer?

You may call Georgeson Inc., the Information Agent, toll-free at (888) 877-5360. You may call Barclays Capital Inc., the Dealer Manager, toll-free at (888) 610-5877. See the back cover of this Offer to Purchase.

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To the Holders of Shares of
Common Stock of PLX Technology, Inc.:

INTRODUCTION

We, Pluto Merger Sub, Inc. (the "Purchaser"), a Delaware corporation and a wholly owned subsidiary of Avago Technologies Wireless (U.S.A.) Manufacturing Inc. ("Parent"), a Delaware corporation and an indirect wholly owned subsidiary of Avago Technologies Limited ("Avago"), a company organized under the laws of the Republic of Singapore, are offering to purchase all of the outstanding shares of common stock, par value $0.001 per share (the "Shares"), of PLX Technology, Inc. (the "Company") at a price per Share of $6.50 in cash (the "Offer Price"), without interest, subject to any withholding of taxes required by applicable law, upon the terms and subject to the conditions set forth in this offer to purchase (as it may be amended or supplemented from time to time, this "Offer to Purchase") and the related letter of transmittal (as it may be amended or supplemented from time to time, the "Letter of Transmittal"), which Offer to Purchase and Letter of Transmittal collectively constitute the "Offer." We are making the Offer pursuant to an Agreement and Plan of Merger dated as of June 23, 2014 by and among Parent, the Purchaser and the Company (as it may be amended, modified or supplemented from time to time in accordance with its terms, the "Merger Agreement").

The Offer and withdrawal rights will expire at 12:00 midnight, New York City time, on August 11, 2014 (one minute after 11:59 P.M., New York City time, on August 11, 2014) (such date and time, the "Expiration Date"), unless (i) we extend the period during which the Offer is open pursuant to and in accordance with the Merger Agreement, in which case the term "Expiration Date" means the latest date and time at which the Offer, as so extended by us, will expire (provided, however, our obligation to extend the Offer is limited as discussed in Section 1 — "Terms of the Offer" and Section 11 — "The Merger Agreement; Other Agreements — The Merger Agreement — Extensions of the Offer") or (ii) the Merger Agreement has been earlier terminated. Under no circumstances will interest be paid with respect to the purchase of Shares pursuant to the Offer, regardless of any extension of the Offer or delay in making payment for Shares.

If you are a record owner of Shares and you tender such Shares directly to Computershare Trust Company, N.A. (the "Depositary") in accordance with the terms of this Offer, we will not charge you brokerage fees or commissions on the sale of Shares pursuant to the Offer. Stock transfer taxes with respect to the transfer and sale of any Shares will be withheld and deducted from the purchase price of such Shares purchased as set forth in Instruction 6 of the Letter of Transmittal.

Any tendering stockholder or other payee who fails to complete fully, sign and return to the Depositary the IRS Form W-9 included with the Letter of Transmittal (or the applicable IRS Form W-8, if the tendering stockholder or other payee is a Non-United States Holder), may be subject to required United States federal income tax backup withholding of 28% of the gross proceeds paid to the stockholder or other payee pursuant to the Offer. See Section 3 — "Procedures for Accepting the Offer and Tendering Shares — United States Federal Income Tax Withholding and Backup Withholding." Non-United States Holders are urged to consult their tax advisors regarding the application of United States federal income tax withholding, including eligibility for a withholding tax reduction or exemption, and the refund procedure.

If you hold your Shares through a broker, dealer, commercial bank, trust company or other nominee, you should consult with such nominee to determine if you will be charged any service fees or commissions.

If you hold your Shares through the Company's Employee Stock Ownership Plan (the "ESOP") you must complete a ESOP Instruction Form. You must instruct Alan M. Weissman, trustee for the ESOP (the "Trustee"), in accordance with the ESOP Instruction Form by submitting the ESOP Instruction Form to Computershare Trust Company, N.A., in its capacity as tabulation agent for the Offer (the "Tabulation Agent") no later than 5:00 p.m., New York City time, on August 6, 2014, or, if the Offer is extended, no later than 5:00 p.m., New York City time, three business days prior to the expiration of the Offer. There are no fees to tender shares allocated to your ESOP account.

There is no procedure for guaranteed delivery in the Offer.

We will pay all charges and expenses of the Depositary, the Tabulation Agent, Georgeson Inc. (the "Information Agent") and Barclays Capital Inc. (the "Dealer Manager") incurred in connection with the Offer. See Section 18 — "Fees and Expenses."

Subject to the satisfaction or waiver of the conditions of the Merger Agreement, we and the Company have agreed to take all necessary and appropriate actions to cause the Purchaser to merge with and into the Company, with the Company continuing as the surviving corporation and as a wholly owned subsidiary of Parent. If, after the consummation of the Offer, we and any other subsidiary of Parent hold at least 90% of the issued and outstanding Shares, we and the Company have agreed to take all necessary and appropriate actions to cause the Merger to become effective as promptly as practicable, without a meeting of the stockholders of the Company, in accordance with Section 253 of the General Corporation Law of the State of Delaware ("Delaware Law"). In the event that the Merger cannot be effected pursuant to Section 253 of Delaware Law, then, as promptly as practicable following the consummation of the Offer, we and the Company have agreed to take all necessary and appropriate actions to cause the Merger to become effective, without a meeting of the stockholders of the Company, in accordance with Section 251(h) of Delaware Law. In either case, if the aforementioned conditions are met and the Merger is effected pursuant to Section 253 or Section 251(h) of the Delaware Law, the Merger will take place without a vote or any further action by the stockholders of the Company. At the Effective Time of the Merger (as defined below), each Share issued and outstanding immediately prior to the Effective Time will be converted into the right to receive cash in an amount equal to the Offer Price (the "Merger Consideration"), without interest, subject to any withholding of taxes required by applicable law, except for Shares (i) then-owned by Parent or any of its direct or indirect wholly owned subsidiaries, including the Purchaser, or held in treasury by the Company, which will be cancelled and no payment made with respect thereto, (ii) then-owned by wholly owned subsidiaries of the Company, each of which will be converted into one newly and validly issued, fully paid and nonassessable share of common stock of the surviving corporation or (iii) held by any stockholder who is entitled to demand and properly has demanded appraisal for such Shares in accordance and full compliance with Section 262 of Delaware Law (unless such stockholder fails to perfect, withdraws, waives or loses the right to appraisal). See Section 17 — "Certain Legal Matters; Regulatory Approvals — Appraisal Rights."

After careful consideration, the Board of Directors of PLX has unanimously:

- authorized, approved and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger;
- determined that the transactions contemplated by the Merger Agreement are advisable, fair to and in the best interests of PLX and its stockholders; and
- resolved to recommend that PLX's stockholders accept the Offer and tender their Shares to us pursuant to the Offer.

A more complete description of the reasons of the Board of Directors of PLX for authorizing and approving the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, is set forth in the Schedule 14D-9 that is being filed by the Company with the United States Securities and Exchange Commission ("SEC") and mailed to the Company's stockholders with this Offer to Purchase. Stockholders should carefully read the information set forth in the Schedule 14D-9 in its entirety.

The Offer is not subject to us, Parent or Avago receiving financing or any other financing condition. The Offer is conditioned upon:

- there being validly tendered in the Offer and not properly withdrawn prior to the Expiration Date that number of Shares that, together with the number of Shares (if any) then owned by Parent or any of its wholly owned direct or indirect subsidiaries (or with respect to which Parent or any of its wholly owned direct or indirect subsidiaries otherwise has sole voting power) represents at least a majority of

the Shares then outstanding on a fully diluted basis (as described below) and no less than a majority of the voting power of the shares of capital stock of the Company then outstanding on a fully diluted basis and entitled to vote upon the adoption of the Merger Agreement and approval of the Merger (collectively, the "Minimum Condition");

- the applicable waiting period under (i) the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, having expired or been terminated and (ii) chapter VII of the Act against Restraints of Competition of 1958 of Germany, as amended, having expired or been terminated (together, the "Required Governmental Approvals"); and
- the satisfaction or waiver by the Purchaser of the other conditions and requirements of the Offer described in Section 15 — "Conditions to the Offer." See Section 15 — "Conditions to the Offer" and Section 17 — "Certain Legal Matters; Regulatory Approvals."

According to the Company, as of July 3, 2014, there were (i) 45,962,937 Shares issued and outstanding, (ii) Company Options to purchase an aggregate of 5,104,350 Shares, of which 4,905,426 have an exercise price of less than $6.50 and (iii) 10,000 Shares reserved for issuance pursuant to Company RSUs. Assuming (x) no other Shares were or are issued after July 3, 2014 and (y) no Company Options, Company RSUs, performance stock units or other awards consisting of Shares or purchase rights have been granted or have expired after July 3, 2014, the Minimum Condition would be satisfied if at least 25,538,644 Shares are validly tendered and not properly withdrawn prior to the Expiration Date.

In order to induce us and Parent to enter into the Merger Agreement, Potomac Capital Partners II, L.P., Potomac Capital Management II, L.L.C., Potomac Capital Partners III, L.P., Potomac Capital Management III, L.L.C., Potomac Capital Partners L.P., Potomac Capital Management, L.L.C., Paul J. Solit, Eric Singer, Ralph Schmitt, Michael J. Salameh, David Raun, Vijay Meduri and Arthur O. Whipple have entered tender and support agreements, dated June 23, 2014, with Parent and us, pursuant to which these senior executives, directors and stockholders have, subject to certain limitations and exceptions, (i) agreed to tender their Shares, or approximately 14.7% of the outstanding Shares as of June 23, 2014, into the Offer and (ii) agreed not to withdraw any such Shares tendered in the Offer. See Section 11 — "The Merger Agreement; Other Agreements — Other Agreements — Tender and Support Agreements"

Discovery Equity Partners GP, LLC, Discovery Equity Partners, L.P. and their affiliates (collectively, "Discovery") have entered into a transaction support agreement with the Company, pursuant to which they have agreed to support the Offer, subject to the terms and conditions contained in the transaction support agreement. As of June 25, 2014, Discovery no longer beneficially owns any Shares. For a discussion of the transaction support agreement, see Section 11 — "The Merger Agreement; Other Agreements — Other Agreements — Transaction Support Agreement."

No appraisal rights are available to the holders of Shares in connection with the Offer. If the Offer is consummated and then, subject to the terms and conditions of the Merger Agreement, the Merger is consummated, the holders of Shares immediately prior to the Effective Time who did not tender their Shares in the Offer and have otherwise complied with the applicable procedures under Delaware Law will be entitled to seek to have a Delaware court determine the "fair value" of such Shares. See Section 17 — "Certain Legal Matters; Regulatory Approvals — Appraisal Rights."

THIS OFFER TO PURCHASE AND THE RELATED LETTER OF TRANSMITTAL CONTAIN IMPORTANT INFORMATION, AND STOCKHOLDERS OF THE COMPANY SHOULD CAREFULLY READ BOTH IN THEIR ENTIRETY BEFORE MAKING ANY DECISION WITH RESPECT TO THE OFFER.

THE TENDER OFFER

1. Terms of the Offer.

Upon the terms and subject to the conditions to the Offer, we will accept for payment and pay for all Shares validly tendered and not properly withdrawn prior to the Expiration Date in accordance with the procedures set forth in Section 4 — "Withdrawal Rights."

The Offer is not subject to any financing condition. The Offer is conditioned upon the Minimum Condition, the receipt of the Required Governmental Approvals, and the other conditions set forth in Section 15 — "Conditions to the Offer."

We expressly reserve the right to waive any of the conditions to the Offer, in whole or in part and at any time and from time to time, in our sole discretion, and to make any change in the terms and conditions of the Offer; except that, unless otherwise contemplated by the Merger Agreement or as previously approved by the Company in writing, we will not (i) decrease the Offer Price, (ii) change the form of consideration payable in the Offer (other than adding consideration), (iii) reduce the maximum number of Shares to be purchased in the Offer, (iv) amend or waive the Minimum Condition or the Required Governmental Approvals, (v) add to or amend any of the other conditions and requirements to the Offer described in Section 15 — "Conditions to the Offer" in a manner that is material and adverse to the holders of Shares, (vi) extend the Offer except as otherwise provided in the Merger Agreement or (vii) otherwise amend the Offer in any manner that is material and adverse to the holders of Shares.

Subject to the satisfaction or waiver of the conditions set forth in the Merger Agreement, we and the Company have agreed to take all necessary and appropriate actions to cause the Merger, with the Company continuing as the surviving corporation and as a wholly owned subsidiary of Parent. If, after the consummation of the Offer, we and any other subsidiary of Parent hold at least 90% of the issued and outstanding Shares, we and the Company have agreed to take all necessary and appropriate actions to cause the Merger to become effective as promptly as practicable, without a meeting of the stockholders of the Company, in accordance with Section 253 of Delaware Law. In the event that the Merger cannot be effected pursuant to Section 253 of Delaware Law, then, as promptly as practicable following the consummation of the Offer, we and the Company will take all necessary and appropriate actions to cause the Merger to become effective, without a meeting of the stockholders of the Company, in accordance with Section 251(h) of Delaware Law. In either case, if the aforementioned conditions are met and the Merger is effected pursuant to Section 253 or Section 251(h) of Delaware Law, the Merger will take place without a vote or any further action by the stockholders of the Company. We do not expect there to be a significant period of time between the consummation of the Offer and the consummation of the Merger.

Pursuant to the Merger Agreement, we will extend the Offer (i) for any period required by any applicable rule, regulation, interpretation or position of the SEC or its staff or for any period otherwise required by applicable law and (ii) on one or more occasions, for successive periods of up to 20 business days each, the length of each such period (subject to such 20 business day maximum) to be determined by Parent in its sole discretion, if on or prior to any then scheduled Expiration Date, any condition to the Offer (including the Minimum Condition and the other conditions and requirements set forth in the Merger Agreement) has not been satisfied, or, where permitted by applicable law and the Merger Agreement, waived by us, in order to permit the satisfaction of such conditions; *provided, however,* that in no event will we be required to extend the Offer to a date later than November 23, 2014 (the "Outside Date") and our obligation to extend the Offer is further limited as set forth below in this Section 1 and in Section 11 — "The Merger Agreement; Other Agreements — Extensions of the Offer." For purposes of the Offer, as provided under the Securities Exchange Act of 1934, as amended (together with all rules and regulations promulgated thereunder, the "Exchange Act"), a "business day" means any day other than a Saturday, Sunday or a U.S. federal holiday and consists of the time period from 12:01 A.M. through 12:00 midnight, New York City time.

If we extend the Offer, delay our acceptance for payment of Shares, delay payment after the consummation of the Offer or are unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to our rights under the Offer, the Depositary may retain tendered Shares on our behalf, and such Shares may not be withdrawn except to the extent that tendering stockholders are entitled to withdrawal rights as described in this Offer to Purchase under Section 4 — "Withdrawal Rights." However, our ability to delay the payment for Shares that we have accepted for payment is limited by Rule 14e-1(c) under the Exchange Act, which requires us to pay promptly the consideration offered or return the securities deposited by or on behalf of stockholders after the termination or withdrawal of the Offer.

If we make a material change in the terms of the Offer or the information concerning the Offer or if we waive a material condition of the Offer, we will disseminate additional tender offer materials and extend the Offer if and to the extent required by Rules 14d-4(d)(1), 14d-6(c) and 14e-1 under the Exchange Act and the interpretations thereunder. The minimum period during which an offer must remain open following material changes in the terms of an offer or information concerning an offer, other than a change in price or a change in percentage of securities sought, will depend upon the facts and circumstances, including the relative materiality of the terms or information changes and the appropriate manner of dissemination. In a published release, the SEC has stated that, in its view, an offer should remain open for a minimum of five business days from the date the material change is first published, sent or given to stockholders, and that if material changes are made with respect to information that approaches the significance of price and the percentage of securities sought, a minimum period of ten (10) business days may be required to allow for adequate dissemination to stockholders and investor response. In accordance with the foregoing view of the SEC and the applicable law, if, prior to the Expiration Date, and subject to the limitations of the Merger Agreement, we change the number of Shares being sought or the consideration offered pursuant to the Offer, and if the Offer is scheduled to expire at any time earlier than the tenth (10th) business day from the date that notice of such change is first published, sent or given to stockholders, the Offer will be extended at least until the expiration of such tenth (10th) business day. Each of the time periods described in this paragraph is calculated in accordance with Rule 14d-1(g)(3) under the Exchange Act.

If, prior to the Expiration Date, we increase the consideration being paid for Shares, such altered consideration will be paid to all stockholders whose Shares are purchased in the Offer, whether or not such Shares were tendered before the announcement of such increase in consideration.

Any extension, delay, termination, waiver or amendment of the Offer will be followed as promptly as practicable by public announcement thereof. In the case of an extension of the Offer, such announcement will be made no later than 9:00 A.M., New York City time, on the next business day after the previously scheduled Expiration Date. Subject to applicable law (including Rules 14d-4(d), 14d-6(c) and 14e-1 under the Exchange Act, which require that material changes be promptly disseminated to stockholders in a manner reasonably designed to inform them of such changes) and without limiting the manner in which we may choose to make any public announcement, we will have no obligation to publish, advertise or otherwise communicate any such public announcement other than by issuing a press release to a national news service.

The Company has provided us with the Company's stockholder list and security position listings for the purpose of disseminating the Offer to holders of Shares. This Offer to Purchase and the Letter of Transmittal will be mailed to record holders of Shares whose names appear on the Company's stockholder list and will be furnished, for subsequent transmittal to beneficial owners of Shares, to brokers, dealers, commercial banks, trust companies and other persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

2. Acceptance for Payment and Payment for Shares.

Upon the terms and subject to the conditions to the Offer, as described in Section 15 — "Conditions to the Offer," we will accept for payment and thereafter pay for all Shares validly tendered and not properly withdrawn prior to the Expiration Date as promptly as practicable and in any event not more than two business days after the first Expiration Date upon which the conditions pursuant to the Merger Agreement are satisfied or waived. See Section 3 — "Procedures for Accepting the Offer and Tendering Shares" for how to validly tender Shares.

For purposes of the Offer, we will be deemed to have accepted for payment, and thereby purchased, Shares validly tendered and not properly withdrawn, if and when we give oral or written notice to the Depositary of our acceptance for payment of such Shares pursuant to the Offer. Upon the terms and subject to the conditions to the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the Offer Price therefor with the Depositary, which will act as agent for tendering stockholders for the purpose of receiving payments from us and transmitting such payments to tendering stockholders of record whose Shares have been accepted for payment. Upon the deposit of such funds with the Depositary, our obligation to make such payment will be satisfied, and tendering stockholders must thereafter look solely to the Depositary for payment of amounts owed to them by reason of the acceptance for payment of Shares pursuant to the Offer.

If, for any reason whatsoever, acceptance for payment of any Shares tendered pursuant to the Offer is delayed, or we are unable to accept for payment Shares tendered pursuant to the Offer, then, without prejudice to our rights under the Offer, the Depositary may, nevertheless, on our behalf, retain tendered Shares, and such Shares may not be withdrawn, except to the extent that the tendering stockholders are entitled to withdrawal rights as described in Section 4 — "Withdrawal Rights" and as otherwise required by Rule 14e-1(c) under the Exchange Act.

Under no circumstances will interest with respect to the Shares purchased pursuant to the Offer be paid, regardless of any extension of the Offer or delay in making such payment.

All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by us in our sole discretion. We reserve the absolute right to reject any and all tenders determined by us not to be in proper form or the acceptance for payment of which may, upon the advice of our counsel, be unlawful.

If any tendered Shares are not accepted for payment for any reason pursuant to the terms and conditions of the Offer, or if certificates representing Shares are submitted evidencing more Shares than are tendered, certificates representing unpurchased or untendered Shares will be returned, without expense, to the tendering stockholder (or, in the case of Shares tendered by book-entry transfer into the Depositary's account at the Book-Entry Transfer Facility (as defined below) pursuant to the procedure set forth in Section 3 — "Procedures for Accepting the Offer and Tendering Shares," such Shares will be credited to an account maintained at the Book-Entry Transfer Facility), in each case, promptly following the expiration or termination of the Offer.

We reserve the right to transfer or assign the right to purchase all or any Shares tendered pursuant to the Offer in whole or from time to time in part to one or more affiliates, but any such transfer or assignment will not relieve us of our obligations under the Offer and will in no way prejudice your rights to receive payment for Shares validly tendered and not withdrawn pursuant to the Offer.

3. Procedures for Accepting the Offer and Tendering Shares.

Valid Tender of Shares. No alternative, conditional or contingent tenders will be accepted. **There is no procedure for guaranteed delivery in the Offer.** In order for a Company stockholder to validly tender Shares pursuant to the Offer, the stockholder must follow one of the following procedures:

- If you are a record holder and you have Shares held as physical certificates, the certificates representing tendered Shares, a properly completed and duly executed Letter of Transmittal, together

with any required signature guarantees, and any other documents required by the Letter of Transmittal, must be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase before the Expiration Date;

- If you are a record holder and you hold Shares directly in your name in book-entry form in an account with the Company's transfer agent, Computershare Trust Company, N.A., a properly completed and duly executed Letter of Transmittal, together with any required signature guarantees and any other required documents, must be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase before the Expiration Date. If you hold your shares in book-entry at the Depository Trust Company, you are not obligated to submit a Letter of Transmittal, but you must (1) submit an Agent's Message and (2) deliver your Shares according to the DTC book-entry transfer procedures described below under "DTC Book-Entry Transfer" before the Expiration Date; or
- If you hold Shares through a broker, dealer, commercial bank, trust company or other nominee, you must contact your broker, dealer, commercial bank, trust company or other nominee and give instructions that your Shares be tendered.

The tender of Shares pursuant to any one of the procedures described above will constitute the tendering stockholder's acceptance of the terms and conditions of the Offer, as well as the tendering stockholder's representation and warranty that such stockholder has the full power and authority to tender and assign the Shares tendered, as specified in the Letter of Transmittal, and that when the consummation of the Offer occurs, we will acquire good and unencumbered title to such Shares, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claims. Our acceptance for payment of Shares tendered pursuant to the Offer will constitute a binding agreement between the tendering stockholder and us upon the terms and subject to the conditions to the Offer.

Company Employee Stock Ownership Plan. Under the ESOP, each participant is entitled to instruct the Trustee whether or not to tender all or a portion of the Shares allocated to such participant's ESOP account by submitting an ESOP Instruction Form to the Tabulation Agent. The ESOP provides that allocated Shares will be tendered in accordance with the affirmative instructions provided to the Trustee by submitting an ESOP Instruction Form to the Tabulation Agent. If you fail to affirmatively instruct the Trustee whether or not to tender all or a portion of your Shares by submitting an ESOP Instruction Form to the Tabulation Agent, the ESOP provides that your Shares generally will not be tendered. In addition, the ESOP provides that the Trustee will tender any unallocated Shares held by the ESOP in the same proportion as the allocated Shares are tendered. The Trustee will generally follow a participant's instructions and the ESOP provisions unless he has a well-founded reason for concluding that doing so would violate the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Should the Trustee determine that the implementation of a participant instruction or adherence to any ESOP provision relative to tender offers would violate ERISA, he must ignore such instruction or ESOP provision and exercise his discretion as Trustee in lieu of such instruction or ESOP provision.

To instruct the Trustee to tender any or all of the Shares allocated to your ESOP account you must complete the enclosed ESOP Instruction Form and return it to the Computershare Trust Company, N.A., in its capacity as Tabulation Agent for the Offer, as set forth below:

By Registered or Certified Mail:
Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
P.O. Box 43011
Providence, RI 02940-3011

By Overnight Courier
Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
250 Royall Street, Suite V
Canton, MA 02021

In order for the Trustee to make a timely tender of your Shares, you must complete and return the enclosed ESOP Instruction Form so that it is received by the Tabulation Agent no later than 5:00 p.m., New York City time, on August 6, 2014, unless the Offer is extended by us. If your ESOP Instruction Form is not received by the Tabulation Agent by this deadline, or if it is not fully and properly completed, the Trustee might not tender any Shares allocated to your ESOP account. If you instruct the Trustee to tender all or a portion of the Shares held in your ESOP account, you may withdraw your instructions by submitting a new ESOP Instruction Form to the Tabulation Agent in accordance with the previous instructions for directing the tender of all or a portion of the Shares held in your ESOP account by 5:00 p.m., New York City time on August 6, 2014, unless the Offer is extended by us. If the Offer is extended, your ESOP Instruction Form must be received by the Tabulation Agent by 5:00 p.m., New York City time, no later than 5:00 p.m., New York City time, three business days prior to the expiration of the Offer.

Your ESOP account will receive the Offer Price (without interest and subject to any withholding of taxes required by applicable law (no such withholding is required with respect to your ESOP account)) for each share you tender from your ESOP account. The cash the ESOP receives for any such Shares will be invested in a money market account. All such proceeds will remain in the ESOP and may be withdrawn only in accordance with the terms of the ESOP. Any Shares that you do not elect to tender will continue to be held in your ESOP account. If the Merger is completed, the Shares allocated to your ESOP account that have not been tendered and accepted for exchange in the Offer will be converted into the right to receive the Merger Consideration (subject to any withholding of taxes required by applicable law (no such withholding is required with respect to your ESOP account)) pursuant to the terms of the Merger Agreement.

DTC Book-Entry Transfer. The Depositary will establish an account with respect to the Shares at The Depository Trust Company (the "Book-Entry Transfer Facility") for purposes of the Offer within two business days after the date of this Offer to Purchase. Any financial institution that is a participant in the system of the Book-Entry Transfer Facility may make a book-entry delivery of Shares by causing the Book-Entry Transfer Facility to transfer such Shares into the Depositary's account at the Book-Entry Transfer Facility in accordance with the Book-Entry Transfer Facility's procedures for such transfer. However, although delivery of Shares may be effected through book-entry transfer at the Book-Entry Transfer Facility, an Agent's Message and any other required documents (for example, in certain circumstances, a completed IRS Form W-9) must, in any case, be received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Date. **Required documents must be transmitted to and received by the Depositary as set forth above. Delivery of documents to the Book-Entry Transfer Facility does not constitute delivery to the Depositary.**

Agent's Message. The term "Agent's Message" means a message transmitted by the Book-Entry Transfer Facility to, and received by, the Depositary and forming a part of the confirmation of a book-entry transfer of such Shares (a "Book-Entry Confirmation") that states that the Book-Entry Transfer Facility has received an express acknowledgment from the participant in the Book-Entry Transfer Facility tendering the Shares that are the subject of such Book-Entry Confirmation, that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that we may enforce such agreement against such participant.

Signature Guarantees. No signature guarantee is required on the Letter of Transmittal if:

- the Letter of Transmittal is signed by the registered holder of the Shares tendered therewith, unless such registered holder has completed either the box entitled "Special Delivery Instructions" or the box entitled "Special Payment Instructions" on the Letter of Transmittal; or
- Shares tendered pursuant to such Letter of Transmittal are for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member of or participant in a recognized "Medallion Program" approved by the Securities Transfer

Association Inc., including the Security Transfer Agents Medallion Program (STAMP), the Stock Exchange Medallion Program (SEMP) and the New York Stock Exchange Medallion Signature Program (MSP), or any other "eligible guarantor institution," as such term is defined in Rule 17Ad-15 under the Exchange Act (each, an "Eligible Institution").

In all other cases, all signatures on a Letter of Transmittal must be guaranteed by an Eligible Institution. See Instructions 1 and 5 of the Letter of Transmittal. If a certificate representing Shares is registered in the name of a person or persons other than the signer of the Letter of Transmittal, or if payment is to be made or delivered to, or a certificate representing Shares is not accepted for payment or not tendered is to be issued in the name of or returned to, a person other than the registered holder(s), then the certificate representing such Shares must be endorsed or accompanied by appropriate duly executed stock powers, in either case signed exactly as the name(s) of the registered holder(s) appears on such certificate, with the signature(s) on such certificate or stock powers guaranteed by an Eligible Institution as provided in the Letter of Transmittal. See Instructions 1 and 5 of the Letter of Transmittal.

No Guaranteed Delivery. There is no procedure for guaranteed delivery in the Offer and therefore tenders must be received by the Expiration Date. ESOP participants must return their ESOP Instruction Forms to the Tabulation Agent no later than 5:00 p.m., New York City time, on August 6, 2014, unless the Offer is extended by us. If the Offer is extended, your ESOP Instruction Form must be received by the Tabulation Agent by 5:00 p.m., New York City time, no later than three business days prior to the new Expiration Date.

Notwithstanding any other provision of this Offer, payment for Shares accepted pursuant to the Offer will in all cases be made only after timely receipt by the Depositary of (i) if applicable, certificates evidencing such Shares or a Book-Entry Confirmation of a book-entry transfer of such Shares into the Depositary's account at the Book-Entry Transfer Facility pursuant to the procedures set forth in this Section 3, (ii) the Letter of Transmittal, properly completed and duly executed, with any required signature guarantees or, in the case of a book-entry transfer of such Shares into the Depositary's account at the Book-Entry Transfer Facility pursuant to the procedures set forth in this Section 3, an Agent's Message in lieu of the Letter of Transmittal and (iii) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when Share certificates or Book-Entry Confirmations with respect to Shares are actually received by the Depositary.

The method of delivery of Shares, the Letter of Transmittal and all other required documents, including delivery through the Book-Entry Transfer Facility, is at the election and risk of the tendering stockholder. Shares will be deemed delivered only when actually received by the Depositary (including, in the case of a book-entry transfer, by Book-Entry Confirmation). If delivery is by mail, then registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

Determination of Validity. All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by us in our sole discretion. We reserve the absolute right to reject any and all tenders we determine not to be in proper form or the acceptance for payment of which may, upon the advice of our counsel, be unlawful. We also reserve the absolute right to waive any defect or irregularity in the tender of any Shares of any particular stockholder, whether or not similar defects or irregularities are waived in the case of other stockholders. No tender of Shares will be deemed to have been validly made until all defects and irregularities with respect to such tender have been cured or waived to our satisfaction. None of us, Parent, Avago, the Depositary, the Tabulation Agent, the Information Agent, the Dealer Manager or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification. Our interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto) will be determined by us in our sole discretion.

Appointment as Proxy. By executing the Letter of Transmittal (or taking action resulting in the delivery of an Agent's Message) as set forth above, unless Shares relating to such Letter of Transmittal or Agent's Message are properly withdrawn pursuant to the Offer, the tendering stockholder will irrevocably appoint our designees,

and each of them, as such stockholder's attorneys-in-fact and proxies in the manner set forth in the Letter of Transmittal, each with full power of substitution, to the full extent of such stockholder's rights with respect to the Shares tendered by such stockholder and accepted for payment by us and with respect to any and all other Shares or other securities or rights issued or issuable in respect of such Shares. All such proxies will be considered coupled with an interest in the tendered Shares. Such appointment will be effective if and when, and only to the extent that, we accept such Shares for payment pursuant to the Offer. Upon such appointment, all prior powers of attorney, proxies and consents given by such stockholder with respect to such Shares or other securities or rights will, without further action, be revoked and no subsequent powers of attorney, proxies, consents or revocations may be given by such stockholder (and, if given, will not be deemed effective) with respect thereto. Each of our designees will thereby be empowered to exercise all voting and other rights with respect to such Shares and other securities or rights, including in respect of any annual, special or adjourned meeting of the Company's stockholders or otherwise, as such designee in its sole discretion deems proper. We reserve the right to require that, in order for Shares to be deemed validly tendered, immediately upon the occurrence of the consummation of the Offer, we must be able to exercise full voting, consent and other rights with respect to such Shares and other securities and rights, including voting at any meeting of stockholders.

The foregoing powers of attorney and proxies are effective only upon acceptance for payment of Shares pursuant to the Offer. The Offer does not constitute a solicitation of proxies, absent a purchase of Shares, for any meeting of the Company's stockholders.

United States Federal Income Tax Withholding and Backup Withholding. Under the United States federal income tax backup withholding rules, 28% of the gross proceeds payable to a tendering United States Holder or other payee pursuant to the Offer must be withheld and remitted to the United States Treasury, unless the United States Holder or other payee provides his or her correct taxpayer identification number (employer identification number or social security number) to the Depositary, certifies as to no loss of exemption from backup withholding and complies with applicable requirements of the backup withholding rules, or such United States Holder is otherwise exempt from backup withholding. Therefore, unless an exemption exists and is proven in a manner satisfactory to the Depositary, each tendering United States Holder should complete and sign the IRS Form W-9 included as part of the Letter of Transmittal so as to provide the information and certification necessary to avoid backup withholding. Certain United States Holders (including, among others, corporations) are not subject to these backup withholding requirements. In addition, in order for a Non-United States Holder to avoid backup withholding, the Non-United States Holder must submit a statement (generally, an IRS Form W-8BEN, W-8BEN-E or W-8ECI), signed under penalties of perjury, attesting to that Non- United States Holder's exempt status. Such statements can be obtained from the Depositary or the IRS website at www.irs.gov.

ANY TENDERING STOCKHOLDER OR OTHER PAYEE WHO FAILS TO COMPLETE FULLY AND SIGN THE IRS FORM W-9 INCLUDED IN THE LETTER OF TRANSMITTAL (OR SUCH OTHER IRS FORM AS MAY BE APPLICABLE) MAY BE SUBJECT TO UNITED STATES FEDERAL INCOME TAX BACKUP WITHHOLDING OF 28% OF THE GROSS PROCEEDS PAID TO SUCH STOCKHOLDER OR OTHER PAYEE PURSUANT TO THE OFFER.

The withholding requirements do not apply to Shares held under the ESOP.

4. Withdrawal Rights.

Except as otherwise provided in this Section 4, tenders of Shares made pursuant to the Offer are irrevocable. Shares tendered pursuant to the Offer (not including shares allocated to ESOP accounts, which are discussed below) may be withdrawn at any time prior to the Expiration Date. Thereafter, tenders of Shares are irrevocable, except that they may also be withdrawn after September 5, 2014 (i.e., after 60 calendar days from the commencement of the Offer), unless such Shares have already been accepted for payment by us pursuant to the Offer by the end of September 5, 2014.

For a withdrawal to be proper and effective, a written notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover page of this Offer to Purchase. Any such notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of such Shares, if different from that of the person who tendered such Shares. If certificates evidencing Shares to be withdrawn have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such certificates, the serial numbers shown on such certificates must be submitted to the Depositary and the signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution, unless such Shares have been tendered for the account of an Eligible Institution. If Shares have been tendered pursuant to the procedure for book-entry transfer as set forth in Section 3 — "Procedures for Accepting the Offer and Tendering Shares — DTC Book-Entry Transfer," any notice of withdrawal must also specify the name and number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Shares.

Participants in the ESOP who wish to withdraw their Shares must submit a new ESOP Instruction Form to the Tabulation Agent indicating the withdrawal. However, the new ESOP Instruction Form will only be effective if it is received by the Tabulation Agent no later than 5:00 p.m., New York City time, three business days before the Expiration Date. Upon timely receipt of the new ESOP Instruction Form by the Tabulation Agent, the old instructions will be deemed canceled. If such participants wish to later re-tender their Shares under the ESOP, then another, new ESOP Instruction Form must be received by the Tabulation Agent no later than 5:00 p.m., New York City time, three business days before the Expiration Date. While a participant may change its instructions as frequently as such participant desires pursuant to the procedure in this section, any changes to the participant's instructions must be received by the Tabulation Agent no later than 5:00 p.m., New York City time, three business days before the Expiration Date in order to be effective.

If we extend the Offer, delay in our acceptance for payment of Shares or are unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to our rights under the Offer, the Depositary may, nevertheless, on our behalf, retain tendered Shares, and such Shares may not be withdrawn except to the extent that tendering stockholders are entitled to withdrawal rights as described in this Section 4 and as otherwise required by Rule 14e-1(c) under the Exchange Act.

Withdrawals of tendered Shares may not be rescinded, and any Shares properly withdrawn will thereafter be deemed not to have been validly tendered for purposes of the Offer. However, Shares that have been properly withdrawn may be re-tendered at any time prior to the Expiration Date by following one of the procedures described in Section 3 — "Procedures for Accepting the Offer and Tendering Shares — Valid Tender of Shares."

All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by us in our sole discretion. We also reserve the absolute right to waive any defect or irregularity in the withdrawal of Shares by any stockholder, regardless of whether or not similar defects or irregularities are waived in the case of other stockholders. None of us, Parent, Avago, the Depositary, the Tabulation Agent, the Information Agent, the Dealer Manager or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification.

5. Certain U.S. Federal Income Tax Consequences of the Offer and the Merger.

The following is a summary of certain material U.S. federal income tax consequences of the Offer and the Merger to holders whose Shares are purchased pursuant to the Offer or whose Shares are converted into the right to receive cash in the Merger. This summary is based on the Internal Revenue Code of 1986, as amended, applicable treasury regulations and administrative and judicial interpretations thereunder, each as in effect as of the date hereof, all of which may change, possibly with retroactive effect. This summary is not a comprehensive description of all U.S. federal income tax considerations that may be relevant to the Offer and the Merger. The discussion applies only to holders that hold their Shares as capital assets, and may not apply to Shares received pursuant to the exercise of employee stock options or otherwise as compensation, Shares held as part of a "straddle," "hedge," "conversion transaction," constructive sale or other integrated transaction, holders that purchase or sell Shares as part of a wash sale for tax purposes, holders in special tax situations (such as dealers in

securities or currencies, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings, financial institutions, regulated investment companies, real estate investment trusts, insurance companies, tax-exempt organizations, U.S. expatriates, "controlled foreign corporations" or "passive foreign investment companies"), or United States Holders (as defined below) whose functional currency is not the U.S. dollar. This discussion does not address any aspect of the alternative minimum tax, the Medicare tax on net investment income, the U.S. federal gift or estate tax, or state, local or foreign taxation. This discussion also does not address the tax consequences to holders of Shares who exercise appraisal rights under Delaware Law.

If a partnership (or any other entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds Shares, the tax treatment of a partner in the partnership generally will depend on the status of the partner, the tax activities of the partnership and certain determinations made at the partner level. Accordingly, partnerships that hold Shares and partners in such partnerships should consult their tax advisors with regard to the U.S. federal income tax consequences of tendering Shares pursuant to the Offer or the Merger.

THE U.S. FEDERAL INCOME TAX CONSEQUENCES SET FORTH BELOW ARE BASED ON CURRENT LAW. BECAUSE INDIVIDUAL CIRCUMSTANCES MAY DIFFER, EACH HOLDER SHOULD CONSULT SUCH HOLDER'S OWN TAX ADVISOR TO DETERMINE THE APPLICABILITY OF THE RULES DISCUSSED BELOW TO SUCH HOLDER AND THE PARTICULAR TAX EFFECTS OF THE OFFER AND THE MERGER TO SUCH HOLDER, INCLUDING THE APPLICATION AND EFFECT OF U.S. FEDERAL ESTATE AND GIFT, STATE, LOCAL AND OTHER TAX LAWS.

United States Holders. For purposes of this discussion, the term "United States Holder" means a beneficial owner of Shares that is, for U.S. federal income tax purposes:

- a citizen or resident of the United States;
- a corporation (or any other entity treated as a corporation for these purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate whose income is subject to United States federal income taxation regardless of its source; or
- a trust if (i) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust or (ii) the trust has validly elected to be treated as a "United States person" under applicable treasury regulations.

The receipt of cash for Shares pursuant to the Offer or the Merger will be a taxable transaction for U.S. federal income tax purposes. In general, a United States Holder will recognize gain or loss in an amount equal to the difference between such United States Holder's adjusted tax basis in such Shares sold pursuant to the Offer or converted into the right to receive cash in the Merger and the amount of cash received therefor. Gain or loss must be determined separately for each block of Shares (i.e., Shares acquired at the same cost in a single transaction) sold pursuant to the Offer or converted into the right to receive cash in the Merger. Such gain or loss generally will be capital gain or loss and will be long-term capital gain or loss if, on the date of sale (or, if applicable, the date of the Merger), such Shares were held for more than one year. Long-term capital gains recognized by an individual generally will be taxed at preferential rates. Net capital losses may be subject to limits on deductibility.

Non-United States Holders. For purposes of this discussion, the term "Non-United States Holder" means a beneficial owner of Shares that is neither a United States Holder nor a partnership (or any other entity or arrangement treated as a partnership for U.S. federal income tax purposes).

In general, a Non-United States Holder will not be subject to U.S. federal income tax on gain recognized on Shares sold pursuant to the Offer or converted into the right to receive cash in the Merger unless:

- the gain is effectively connected with the Non-United States Holder's conduct of a trade or business in the United States (and, if required by an applicable income tax treaty, is attributable to the Non-United States Holder's permanent establishment in the United States), in which case (i) the Non-United States Holder will be subject to U.S. federal income tax in the same manner as if it were a United States Holder (but such Non-United States Holder should provide an IRS Form W-8ECI instead of an IRS Form W-9), and (ii) if the Non-United States Holder is a corporation, it may also be subject to a branch profits tax at a rate of 30% (or such lower rate as may be specified under an applicable income tax treaty);
- the Non-United States Holder is an individual present in the United States for 183 or more days in the taxable year of the sale and certain other conditions exist, in which case, the Non-United States Holder will be subject to tax at a rate of 30% (or such lower rate as may be specified under an applicable income tax treaty) on the gain from the exchange of Shares net of applicable U.S. source losses from sales or exchanges of other capital assets recognized during the year; or
- The Company is or has been a United States real property holding corporation for U.S. federal income tax purposes and the Non-United States Holder held, directly or indirectly, at any time during the shorter of (i) the five-year period ending on the date of sale (or, if applicable, the date of the Merger) and (ii) the period during which the Non-United States Holder held such Shares, more than 5% of the Shares and such holder is not eligible for any treaty exemption.

The Company has not been, is not and does not anticipate becoming a United States real property holding corporation before the date of sale (or, if applicable, the date of the Merger) for U.S. federal income tax purposes.

ESOP Participants. The tender of stock allocated to an ESOP account in exchange for Merger Consideration is not a taxable event. However, ESOP participants will be subject to tax on the value of their vested ESOP accounts when the accounts are distributed unless the ESOP participant makes an eligible rollover to an individual retirement account or the tax-qualified retirement plan of an employer.

Information Reporting and Backup Withholding. Payments made to a noncorporate United States Holder in connection with the Offer or the Merger generally will be subject to information reporting and may be subject to "backup withholding." See Section 3 — "Procedures for Accepting the Offer and Tendering Shares — United States Federal Income Tax Withholding and Backup Withholding" of this Offer to Purchase.

Backup withholding generally applies if a United States Holder (i) fails to provide an accurate taxpayer identification number or (ii) in certain circumstances, fails to comply with applicable certification requirements. A Non-United States Holder generally will be exempt from information reporting and backup withholding if it certifies on an IRS Form W-8BEN or W-8BEN-E that it is not a U.S. person, or otherwise establishes an exemption in a manner satisfactory to the Depositary.

Backup withholding is not an additional tax and may be refunded by the Internal Revenue Service to the extent it results in an overpayment of tax. Certain persons generally are entitled to exemption from information reporting and backup withholding, including corporations. Certain penalties apply for failure to provide correct information and for failure to include reportable payments in income. Each holder should consult with his or her own tax advisor as to his or her qualification for exemption from backup withholding and the procedure for obtaining such exemption. Tendering United States Holders may be able to prevent backup withholding by completing the IRS Form W-9 that is included in the Letter of Transmittal or, in the case of Non-United States Holders, an IRS Form W-8BEN or W-8BEN-E or other applicable form.

6. Price Range of Shares; Dividends.

The Shares are listed and principally traded on NASDAQ under the symbol "PLXT." The Shares have been listed on NASDAQ since April 6, 1999. The following table sets forth the high and low sales prices per Share on NASDAQ each quarter during the Company's fiscal years ended December 31, 2012 and December 31, 2013, and thereafter as reported in published financial sources:

	High	Low
Quarter Ended:		
Fiscal 2014		
March 31	$6.91	$5.71
Fiscal 2013		
December 31	$6.85	$5.35
September 30	$6.12	$4.66
June 30	$4.89	$4.31
March 31	$5.15	$3.71
Fiscal 2012		
December 31	$5.79	$3.41
September 30	$6.38	$5.07
June 30	$6.71	$3.70
March 31	$4.16	$2.73

On June 23, 2014, the last trading day before we announced that we entered into the Merger Agreement, the last sale price of the Shares reported on NASDAQ was $5.94 per Share. On July 7, 2014, the last NASDAQ trading day before we commenced the Offer, the last sale price of the Shares reported on NASDAQ was $6.48 per Share.

We encourage you to obtain a recent quotation for Shares in deciding whether to tender your Shares.

The Company has never declared or paid cash dividends with respect to the Shares. Under the terms of the Merger Agreement, the Company is not permitted to declare or pay any dividend in respect of the Shares without Parent's prior written consent (other than dividends and distributions by a wholly owned subsidiary to its parent, distributions under the ESOP permitted by the Merger Agreement and distributions resulting from the vesting or exercise of Company Options or Company RSUs outstanding on the date the Merger Agreement was entered into). See Section 11 — "The Merger Agreement; Other Agreements — The Merger Agreement — Conduct of Business of the Company."

7. Certain Information Concerning the Company.

Except as otherwise set forth in this Offer to Purchase, the information concerning the Company contained in this Offer to Purchase has been taken from or based upon publicly available documents and records on file with the SEC and is qualified in its entirety by reference thereto. You should consider the summary information set forth below in conjunction with the more comprehensive financial and other information set forth in the Company's public filings with the SEC (which may be obtained and inspected as described below) and other publicly available information.

General. The Company designs, develops, manufactures and sells integrated circuits that perform critical system connectivity functions. These interconnect products are building blocks for standards-based electronic equipment. the Company offers semiconductor devices, software development kits, hardware design kits, software drivers and firmware solutions that enable added-value features in the Company's products.

Available Information. The Company files annual, quarterly and current reports, proxy statements and other information with the SEC. The Company's SEC filings are available to the public over the Internet at the SEC's website at www.sec.gov. You may also read and copy any document the Company files with the SEC at the SEC's

Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the Public Reference Room. The Company maintains a website at www.plxtech.com. These website addresses are not intended to function as hyperlinks, and the information contained on the Company's website and on the SEC's website is not incorporated by reference in this Offer to Purchase and you should not consider it a part of this Offer to Purchase.

Company Financial Projections. In connection with our due diligence review, the Company provided to us information with respect to the Company's projected revenue and non-GAAP operating income, before deducting expenses due to stock-based compensation, ESOP expenses, royalty accruals associated with the Company's material litigation, acquisition, restructuring and impairment related charges, amortization of acquired assets, and intangibles and discontinued operations ("Non-GAAP Operating Income") for the five fiscal years ending 2018. Such projections included (i) a "Management Base Case," which assumes that revenue will grow at a 17.0% compound annual growth rate ("CAGR") from 2015 through 2018 and that non-GAAP operating margins will reach 24.0% by 2018; and (ii) a "Management Upside Case," which assumes that PCIe revenue growth will outpace the decline in Connectivity & Consumer storage and drive total revenue growth to a 24.9% CAGR from 2015 through 2018 and that Non-GAAP operating margins will expand to 24.4% by fiscal year 2018 (all of the foregoing projections, the "Projections"). None of the Purchaser, Parent, Avago and/or our affiliates or representatives participated in preparing, and none of the Purchaser, Parent, Avago and/or our affiliates or representatives express any view on, the projections summarized below or the assumptions underlying such information.

The Company has advised us that its management prepares projections of its prospective financial performance for internal use as part of its ongoing management of the company. The Company has also advised us that it does not as a matter of course make public projections as to future performance, earnings or other results, with the exception of providing revenue, GAAP and non-GAAP gross margins and operating expenses guidance one quarter forward and in certain occasions non-GAAP operating expenses guidance for the current fiscal year due to the unpredictability of the underlying assumptions and estimates.

The Company has advised us that the Projections were not prepared with a view toward public disclosure; and, accordingly, do not necessarily comply with published guidelines of the SEC, the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of financial projections, or generally accepted accounting principles. We have been advised that BDO USA, LLP, the Company's independent registered public accounting firm, has not audited, compiled or performed any procedures with respect to the Projections and does not express an opinion or any form of assurance related thereto. The summary of the Projections is not being included in this Offer to Purchase to influence a stockholder's decision whether to tender Shares in the Offer, but is being included because the Projections were made available by the Company to Avago, Parent, us and our advisors.

The Projections, while presented with numerical specificity, necessarily were based on numerous variables and assumptions that are inherently uncertain and many of which are beyond the control of the Company's management. Because the Projections cover multiple years, by their nature, they become subject to greater uncertainty with each successive year. The assumptions upon which the Projections are based necessarily involve judgments with respect to, among other things, future economic, competitive and financial market conditions, all of which are difficult or impossible to predict accurately and many of which are beyond the Company's control. The Projections also reflect assumptions as to business decisions and other matters that are subject to change. In addition, the Projections may be affected by the Company's ability to achieve strategic goals, objectives and targets over the applicable periods.

Accordingly, there can be no assurance that the Projections will be realized, and actual results may vary materially from those shown. The inclusion of the Projections in this Offer to Purchase should not be regarded as an indication that we, Avago, Parent, the Company or any of our or their respective officers, directors, advisors or representatives considered or consider the Projections to be predictive of actual future events, and the

Projections should not be relied upon as such. Neither we nor Avago, Parent or the Company nor any of our or their respective officers, directors, advisors or representatives can give any assurance that actual results will not differ from the Projections, and none of them undertakes any obligation to update or otherwise revise or reconcile the Projections to reflect circumstances existing after the date the Projections were generated or to reflect the occurrence of future events even in the event that any or all of the assumptions underlying the Projections are shown to be in error. The Company has advised us that it does not intend to make publicly available any update or other revision to the Projections, except as otherwise required by law or as provided in the Schedule 14D-9. Neither we nor Avago, Parent or the Company nor any of our or their respective affiliates, advisors, officers, directors or representatives has made or makes any representation to any stockholder of the Company or other person regarding the ultimate performance of the Company compared to the information contained in the Projections or that the Projections will be achieved. The Company has made no representation to us, Avago, Parent or our or their affiliates, in the Merger Agreement or otherwise, concerning the Projections. The summary of the Projections is not included in this Offer to Purchase in order to influence any Company stockholder to make any investment decision with respect to the Offer or the Merger, including whether to tender Shares in the Offer or whether or not to seek appraisal rights with respect to the Shares under Delaware Law.

In light of the foregoing factors and the uncertainties inherent in the Projections, stockholders of the Company are cautioned not to place undue, if any, reliance on the Projections.

Set forth below are the Projections provided to us by the Company:

Projections
(in millions)

	FY2014	FY2015	FY2016	FY2017	FY2018
Management Base Case					
Revenue	$114.7	$130.1	$149.4	$174.9	$208.4
Non-GAAP Operating Income[1]	13.4	20.3	28.8	39.8	50.1
Management Upside Case					
Revenue	$117.5	$139.4	$166.9	$211.5	$271.5
Non-GAAP Operating Income[1]	14.2	21.3	29.5	46.3	66.3

(1) Non-GAAP Operating Income is a measure of the earnings of PLX and excludes share-based compensation, ESOP expenses, royalty accruals associated with the Internet Machines litigation, acquisition, restructuring and impairment related charges, amortization of acquired intangibles and discontinued operations.

The Management Upside Case projections were provided in May 2014 and do not include the Company's first quarter actual results.

The Schedule 14D-9 that is being filed by the Company with the SEC and mailed to the Company's stockholders with this Offer to Purchase contains a reconciliation of the GAAP operating income to Non-GAAP Operating Income for each of the Management Base Case and the Management Upside Case.

8. Certain Information Concerning Avago, Parent and the Purchaser.

Avago was formed on April 8, 2005 as a company organized under the laws of the Republic of Singapore. Avago's principal executive offices are located at 1 Yishun Avenue 7, Singapore 768923. The telephone number of its principal executive offices is (65) 6755-7888. Avago, together with its subsidiaries (including Parent and the Purchaser), is a designer, developer and global supplier of a broad range of analog semiconductor devices with a focus on III-V based products.

Parent, an indirect wholly owned subsidiary of Avago, is a Delaware corporation incorporated on September 22, 2005. Parent's principal executive offices are located at 350 W. Trimble Road, San Jose, CA 95131. The telephone number of its principal executive offices is (408) 435-7400. Parent is Avago's primary U.S. operating subsidiary, and its principal business is the research, development and manufacture of III-V analog semiconductor devices.

We are a Delaware corporation and a wholly owned subsidiary of Parent, incorporated on June 17, 2014, and we were formed solely for the purpose of engaging in the transactions contemplated by the Merger Agreement, including the Offer and the Merger. Our principal executive offices are located at 350 West Trimble Road, San Jose, CA 95131, and the telephone number of our principal executive offices is (408) 435-7400. To date, we have not carried on any activities other than those related to our formation and the Merger Agreement, including making the Offer. We have minimal assets and liabilities other than the contractual rights and obligations as set forth in the Merger Agreement and related Tender and Support Agreements. Subject to the satisfaction or waiver of the conditions set forth in the Merger Agreement, we and the Company have agreed to take all necessary and appropriate actions to cause the Merger, with the Company continuing as the surviving corporation and as a wholly owned subsidiary of Parent. If, after the consummation of the Offer, we and any other subsidiary of Parent hold at least 90% of the issued and outstanding Shares, we and the Company have agreed to take all necessary and appropriate actions to cause the Merger to become effective as promptly as practicable, without a meeting of the stockholders of the Company, in accordance with Section 253 of Delaware Law. In the event that the Merger cannot be effected pursuant to Section 253 of Delaware Law, then, as promptly as practicable following the consummation of the Offer, we and the Company have agreed to take all necessary and appropriate actions to cause the Merger to become effective, without a meeting of the stockholders of the Company, in accordance with Section 251(h) of Delaware Law. In either case, if the aforementioned conditions are met and the Merger is effected pursuant to Section 253 or Section 251(h) of Delaware Law, the Merger will take place without a vote or any further action by the stockholders of the Company.

Additional Information. Certain information relating to Avago, Parent and the Purchaser is set forth in Annex A to this Offer to Purchase.

Except as set forth elsewhere in this Offer to Purchase (including Section 10 — "Background of the Offer; Past Contacts, Transactions, Negotiations and Agreements with the Company," Section 11 — "The Merger Agreement; Other Agreements" and Annex A): (i) neither we nor Avago or Parent nor, after reasonably inquiry, to our knowledge or the knowledge of Avago or Parent, any of the persons listed in Annex A, or any associate or affiliate of the foregoing, beneficially owns or has a right to acquire any Shares or any other equity securities of the Company, (ii) neither we nor Avago or Parent nor, after reasonable inquiry, to our knowledge or the knowledge of Avago or Parent, any of the persons listed in Annex A, has effected any transaction in the Shares or any other equity securities of the Company during the 60-calendar-day period preceding the date of this Offer to Purchase, (iii) neither we nor Avago or Parent nor, after reasonably inquiry, to our knowledge or the knowledge of Avago or Parent, any of the persons listed on Annex A, has any contract, relationship, agreement, arrangement or understanding (whether or not legally enforceable) with any other person with respect to any securities of the Company, (iv) during the two years prior to the date of this Offer to Purchase, there have been no transactions between us, Parent, any of Avago's other direct or indirect subsidiaries or, after reasonable inquiry, to our knowledge or the knowledge of Avago or Parent, any of the persons listed on Annex A, on the one hand, and (A) the Company or any of its affiliates that are not natural persons, for which the aggregate value of the transactions is more than one percent of the Company's consolidated revenue for the fiscal year when the transaction occurred or the past portion of the fiscal year for any transaction occurring in the current fiscal year or (B) any executive officer, director, or affiliate of the Company that is a natural person, in each case that would require reporting under SEC rules and regulations; (v) during the two years prior to the date of this Offer to Purchase, there have been no negotiations, transactions or material contacts between us, Avago, Parent, any of Avago's other direct or indirect subsidiaries or, after reasonable inquiry, to our knowledge or the knowledge of Avago or Parent, any of the persons listed on Annex A, on the one hand, and the Company or any of its executive officers, directors or affiliates, on the other hand, concerning a merger, consolidation or acquisition, a tender offer or other acquisition of securities, an election of the Company's directors or a sale or other transfer of a material amount of assets of the Company; (vi) there are no present or proposed material agreements, arrangements, understandings or relationships between us, Avago, Parent or any of our or their respective executive officers, directors or affiliates, on the one hand, and the Company or any of its executive officers, directors or affiliates, on the other hand; (vii) during the five years prior to the date of this Offer to Purchase, neither we nor Avago or Parent nor, after reasonable inquiry, to our knowledge or the knowledge of Avago or

Parent, any of the persons listed in Annex A has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) and (viii) during the five years prior to the date of this Offer to Purchase, neither we nor Avago or Parent nor, after reasonable inquiry, to our knowledge or the knowledge of Avago or Parent, any of the persons listed in Annex A has been a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining him, her or it from future violations of, or prohibiting activities subject to, U.S. federal or state securities laws, or a finding of any violation of U.S. federal or state securities laws.

Available Information. Pursuant to Rule 14d-3 under the Exchange Act, we, Avago and Parent have filed with the SEC a Tender Offer Statement on Schedule TO (as may be amended or supplemented from time to time, the "Schedule TO"), of which this Offer to Purchase forms a part, and this Offer to Purchase and other exhibits to the Schedule TO are available to the public over the Internet at the SEC's website at www.sec.gov. You may also read and copy any document filed by us, Avago or Parent with the SEC at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the Public Reference Room. Avago maintains a website at www.avagotech.com. These website addresses are not intended to function as hyperlinks, and the information contained on Avago's website and on the SEC's website is not incorporated by reference in this Offer to Purchase and you should not consider it a part of this Offer to Purchase.

9. Source and Amount of Funds.

We estimate that we will need approximately $313.7 million to purchase all Shares pursuant to the Offer, to pay the consideration in respect of all Shares not tendered which (other than Shares (i) then-owned by Parent or any of its direct or indirect wholly owned subsidiaries, including the Purchaser, or held in treasury by the Company, which will be cancelled and no payment made with respect thereto, (ii) then-owned by wholly owned subsidiaries of the Company, each of which will be converted into one newly and validly issued, fully paid and nonassessable share of common stock of the surviving corporation or (iii) held by any stockholder who is entitled to demand and properly has demanded appraisal for such Shares in accordance and full compliance with Section 262 of Delaware Law (unless such stockholder fails to perfect, withdraws, waives or loses the right to appraisal)) will each be converted in the Merger into the right to receive the Offer Price, to make the Option Payments and the RSU Payments as provided in the Merger Agreement and to pay related fees and expenses. Parent, our parent company, will provide us with sufficient funds to make such payments. Parent expects to fund such payments from its available cash.

We do not believe that our financial condition is relevant to a decision by a holder of Shares whether to tender Shares and accept the Offer because: (i) the consummation of the Offer is not subject to any financing condition; (ii) the Offer is being made for all Shares solely for cash; (iii) if the Offer is consummated, we will acquire all remaining Shares in the Merger for the same cash price per Share as was paid in the Offer (i.e., the Offer Price, without interest and subject to any withholding of taxes required by applicable law); and (iv) we, through Parent, will have sufficient funds, through available cash, to purchase all Shares validly tendered and not properly withdrawn pursuant to the Offer and to provide funding for the Merger and related fees and expenses.

10. Background of the Offer; Past Contacts, Transactions, Negotiations and Agreements with the Company.

The following is a description of material contacts between and among representatives of Avago, Parent or us with representatives of the Company that resulted in the execution of the Merger Agreement and the agreements related to the Offer and the Merger. For a more detailed discussion of the Company's activities relating to these contacts, please refer to the Schedule 14D-9 that is being filed by the Company with the SEC and mailed to the Company's stockholders with this Offer to Purchase.

References to Avago below in certain cases may be references to us or other entities that are affiliates of Avago.

Background of the Offer

Avago regularly evaluates its business and plans and considers a variety of transactions to enhance its business. In connection with such, Avago's board of directors has considered a potential acquisition of the Company from time to time over the past three years. During this period, representatives of Avago have participated in intermittent informal conversations with representatives of the Company with respect to, among other things, the possibility of a strategic transaction between the companies. The chronology below covers only the key events leading up to the Merger Agreement, and does not purport to catalogue every conversation between representatives of Avago and the Company.

On October 10, 2011, the respective chief executive officers of Avago and the Company met and discussed the semiconductor industry in general, as well as recent developments in the companies' respective businesses and strategic outlooks. During such meeting, they informally discussed potential areas where the companies could work together, as well as the possibility of a strategic transaction between the two companies.

On October 31, 2011, Avago entered into a confidentiality agreement with the Company, pursuant to which the Company shared management presentation materials with Avago that included non-publicly available information, including financial projections. Between November 2011 and early 2012, the parties discussed a potential acquisition of the Company by Avago. Such discussions ceased in early 2012 without any offer being made.

On April 30, 2012, the Company entered into an Agreement and Plan of Merger (the "IDT Merger Agreement") with Integrated Device Technology, Inc. ("IDT"), pursuant to which the parties agreed that a wholly owned subsidiary of IDT would commence an exchange offer to purchase all of the outstanding shares of the Company in exchange for consideration comprised of (i) $3.50 in cash plus (ii) 0.525 of a share of IDT common stock, per share of outstanding Company common stock, without interest and less any applicable withholding taxes. The offer was valued at $7.05 per share of Company common stock based on IDT's share price of $6.78 per share as of the date of the signing of IDT Merger Agreement. Under the terms of the IDT Merger Agreement, the Company was permitted to solicit competing proposals from third parties for a "go shop" period of 30 calendar days.

In early May, following the announcement of the IDT Merger Agreement, the Company and Deutsche Bank Securities, Inc. ("Deutsche Bank"), financial advisor to the Company, invited Avago to submit a competing proposal to acquire the Company. At that time, Avago did not submit a competing proposal.

During the "go-shop" period, representatives of the Company and Avago had several discussions regarding the process for a potential acquisition of the Company by Avago.

On May 28, 2012, the Company and Deutsche Bank contacted Avago again to invite Avago to submit a competing proposal.

On May 30, 2012, Avago submitted a preliminary, non-binding indication of interest proposing to acquire the Company for consideration of $5.75 in cash per share of outstanding Company common stock, subject to certain assumptions and conditions. The Company declined Avago's bid on the basis that they did not believe that the Offer was more favorable to the stockholders of the Company, from a financial point of view, than that made by IDT, as required by the terms of the IDT Merger Agreement. The "go shop" period under the IDT Merger Agreement thereafter expired on May 30, 2012 without extension.

On July 6, 2012, IDT and the Company each received a request for additional information from the Federal Trade Commission (the "Second Request"), which, under applicable antitrust laws, extended the waiting period applicable to the exchange offer that had been commenced by IDT until the thirtieth day after both IDT and the Company substantially complied with the Second Request.

On July 13, 2012 and October 23, 2012, representatives of Barclays Capital Inc. (“Barclays”), Avago’s financial advisor, contacted Deutsche Bank on Avago’s behalf to inquire whether the Company’s receipt of the Second Request presented any opportunity for Avago to submit a revised proposal to acquire the Company. Each time, the Company, through Deutsche Bank, declined the request on the basis that the terms of the IDT Merger Agreement prevented the Company and its representatives from speaking to Avago absent a “competing proposal” that constituted or would be reasonably expected to lead to a financially “superior proposal,” as those terms were defined under the IDT Merger Agreement.

On December 19, 2012, the Company and IDT issued a joint press release announcing that the Federal Trade Commission had issued an administrative complaint seeking to block the proposed merger between the Company and IDT, and that the Company and IDT had mutually agreed to terminate the IDT Merger Agreement.

Following the termination of the IDT Merger Agreement, Avago again considered a potential acquisition of the Company. Between December 27, 2012 and January 29, 2013, Avago acquired 4.99% of the outstanding shares of the Company’s common stock.

Pursuant to an agreement dated January 14, 2013, Avago formally engaged Barclays as its financial advisor in connection with a potential acquisition of the Company.

On February 1, 2013, Mr. Hock Tan, chief executive officer of Avago, called Mr. James Guzy, then-chairman of the Company’s board of directors, and expressed Avago’s interest in a potential acquisition of the Company

On February 25, 2013, representatives of Avago and the Company met to discuss a potential acquisition of the Company by Avago.

On February 26, 2013, Avago submitted a revised, non-binding indication of interest proposing to acquire the Company for consideration of $6.00 in cash per share of outstanding Company common stock, subject to certain assumptions and conditions.

From late February 2013 through early April 2013, a series of preliminary discussions took place between Avago, the Company and their respective advisors, including Barclays and Deutsche Bank, regarding a potential acquisition of the Company by Avago.

On April 11, 2013, Avago and the Company entered into a second confidentiality agreement, pursuant to which the Company shared certain non-public information with Avago for purposes of Avago’s preliminary due diligence investigation of the Company, and which included a four-month standstill provision.

On April 18, 2013, representatives of Avago and the Company held an in-person meeting in San Jose, California to discuss the operational performance of the Company’s business, the Company’s technology roadmap and the potential synergies that might be obtained from the proposed acquisition. Additional information was requested by Avago and provided by the Company in the weeks following this meeting.

On April 23, 2013, representatives of Avago notified the Company that Avago remained interested in a potential acquisition of the Company, but was not prepared to offer more than $6.00 in cash per share.

On April 29, 2013, the Company sent a letter to Avago, noting recent improvements in the Company’s prospects and results and requesting that Avago submit a best and final proposal on price.

From late April to mid-August 2013, Avago and its advisors engaged with the Company and its advisors in informal discussions and negotiations, and Avago continued to conduct preliminary due diligence of the Company. Avago did not revise its offer price of $6.00 in cash per share of Company stock during such time.

On June 27, 2013, Potomac Capital Partners II, L.P. (“Potomac”), a Company shareholder, delivered a letter to the Company demanding to inspect the Company’s books and records. The stated purpose of the demand letter was to ascertain whether the Company’s board of directors had violated their fiduciary duties to stockholders by failing to pursue strategic alternatives to the merger with IDT, as well as to assess the qualifications and competency of the Company’s board members.

On July 5, 2013, counsel for the Company sent a letter to Potomac, rejecting Potomac’s demand on the grounds that it failed to comply with the legal requirements for making a proper demand for inspection of the Company’s books and records.

On August 1, 2013, representatives of Avago spoke with representatives of the Company. The parties discussed the Potomac Capital disclosures and the potential impact of Potomac Capital’s actions on the Company’s stock price, and representatives of Avago indicated that Avago remained interested in a potential acquisition, but that a recent increase in the Company’s stock price might make an acquisition more difficult at that time.

In late August 2013, the Company and its advisors informed Avago that the Company had begun a formal process to evaluate a potential sale of the Company.

On September 6, 2013, Avago and the Company entered into an amendment to their non-disclosure agreement, extending the standstill provision for a period of four months.

On September 12, 2013, Avago and its advisors attended an in-person meeting in San Jose, California with Company management and representatives of Deutsche Bank. During the meeting, representatives of the Company made presentations to Avago and its advisors with respect to, among other things, the Company’s business plan and financial performance.

On September 23, 2013, the Company sent Avago a bid process letter requesting a revised proposal on or before October 1, 2013. Avago did not submit a revised proposal at that time.

In September 2013, representatives of the Company held meetings with representatives of LSI Corporation (“LSI”) as a potential bidder, and provided LSI with business and financial information about the Company.

From late October until mid-December 2013, Potomac commenced a proxy contest to replace three members of the Company’s board of directors with its own nominees. On December 18, 2013, three of Potomac’s nominees were elected to the Company’s board of directors.

In early November, representatives of the Company contacted Avago to schedule a meeting, and on November 14, 2013, representatives of Avago met with directors of the Company to discuss a potential transaction. Avago did not pursue an acquisition of the Company at that time.

On December 16, 2013, Avago signed a definitive agreement to acquire LSI.

Between February 2014 and April 3, 2014, Avago sold all of its shares of the Company’s common stock.

In early May 2014, Avago again decided to explore a potential acquisition of the Company. At Avago’s request, representatives of Barclays spoke with Deutsche Bank on behalf of Avago to discuss a potential renewed offer by Avago to acquire the Company.

On May 6, 2014, Avago completed its acquisition of LSI.

On May 15, 2014, a follow-up telephonic meeting was held, during which time representatives of Deutsche Bank confirmed the Company's willingness to consider a potential renewed offer by Avago to acquire the Company.

On May 19, 2014, representatives of Avago contacted the Company and communicated Avago's interest in renewing its potential offer to acquire the Company. At that time, a follow-up meeting between Avago and the Company was scheduled to further discuss the potential offer.

On May 21, 2014, representatives of Avago and the Company met to review the Company's operational performance and product roadmap.

Also on May 21, 2014, Mr. Thomas Krause, a representative of Avago, met with Mr. Eric Singer, a member of the Company's board of directors and a managing director of Potomac, to discuss Avago's potential offer to acquire the Company. Mr. Krause and Mr. Singer discussed general terms for a potential acquisition of the Company by Avago. At that time, Mr. Krause conveyed to Mr. Singer that Avago believed that the then-current Company stock price already included a premium as a result of Potomac's actions.

On May 22, 2014, Avago submitted a non-binding letter of intent to acquire the Company for consideration of $6.25 in cash per share of outstanding Company common stock, subject to customary confirmatory due diligence. In its non-binding letter of intent, Avago stated that it had reviewed the terms of the IDT Merger Agreement and, in order to expedite the negotiation of a potential transaction, that it would be prepared to enter into a definitive agreement with the Company on substantially the same terms as the IDT Merger Agreement, with modifications primarily for (i) the all-cash nature of Avago's proposed offer and (ii) the deletion of the "go shop" provisions in the IDT Merger Agreement.

On May 24, 2014, the Company sent Avago a letter requesting that Avago increase its proposed consideration to $6.75 in cash per share of Company common stock. Following such letter, there were further discussions, during which time Avago's representatives and advisors indicated their willingness to consider a price of $6.50 per share and requested a period of exclusivity in order for Avago to proceed with the proposed transaction.

On May 28, 2014, Avago sent the Company a revised non-binding letter of intent to acquire the Company, which raised the proposed consideration to $6.50 in cash per share of Company common stock and indicated to representatives of the Company that the revised proposal was its "best and final". The revised non-binding letter of intent otherwise contained the same terms and conditions as the non-binding letter of intent dated May 22, 2014.

On May 30, 2014, Parent and the Company entered into a confidentiality agreement (the "Confidentiality Agreement") as described in Section 11 — "The Merger Agreement; Other Agreements — Confidentiality Agreement." During the following days, Avago, the Company and their respective advisors engaged in discussions and negotiations.

On June 2, 2014, Parent and the Company entered into an exclusivity agreement, which provided Avago with a 21-day exclusivity period that was extendable for an additional seven days, as described in Section 11 — "The Merger Agreement; Other Agreements — Exclusivity Agreement."

Later on June 2, 2014, Simpson Thacher & Bartlett LLP ("Simpson Thacher"), Avago's outside legal counsel, submitted to Pillsbury Winthrop Shaw Pittman LLP ("Pillsbury"), the Company's outside legal counsel, an initial legal due diligence request list. Avago and its advisors received access to a virtual data room containing confidential information regarding the Company, and from then until the execution of the Merger Agreement, Avago and its representatives and advisors were actively engaged in a due diligence investigation of the Company.

Between June 2 and June 22, 2014, representatives of Avago, the Company and their respective advisors, including Deutsche Bank, Simpson Thacher and Pillsbury, engaged in discussions regarding transaction structuring, regulatory analysis, preparation of a definitive merger agreement and related materials, and the potential transaction timeline.

Between June 4 and June 18, 2014, representatives of Avago and the Company and their respective advisors, continued to hold business, finance and product due diligence meetings. The parties reviewed and discussed management's presentation of an overview of the Company, as well as additional detail regarding the Company's products, software, systems, foundry relationships, assembly and test segments, research and development, sales geography and channels, operating subsidiaries and real estate matters.

On June 13, 2014, Simpson Thacher submitted to Pillsbury a draft Merger Agreement, the terms of which included a break-up fee equal to $13.20 million if the Merger Agreement were to be terminated in certain circumstances.

On June 15, 2014, Simpson Thacher submitted to Pillsbury a draft of the Tender and Support Agreements. As a condition to Avago's willingness to enter into the Merger Agreement, Avago requested that the Company procure the agreement of certain senior members of management, directors and stockholders of the Company to enter into such Tender and Support Agreements.

On June 16, 2014, Pillsbury submitted to Simpson Thacher a mark-up of the draft Merger Agreement received from Simpson Thacher on June 13, 2014, which included, among other things, a break-up fee equal to $9.28 million payable by the Company if the Merger Agreement were to be terminated in certain circumstances. Also on June 16, 2014, representatives of Avago and the Company discussed non-executive employee retention matters relating to the proposed transaction.

Between June 16 and June 22, 2014, there were various calls and email correspondence between representatives of Simpson Thacher and Pillsbury to negotiate the Merger Agreement and the other transaction documents.

On June 17, 2014, Simpson Thacher submitted to Pillsbury a revised draft of the Merger Agreement, which provided for, among other things a break-up fee equal to $13.20 million payable by the Company if the Merger Agreement were to be terminated in certain circumstances. Later on June 17, 2014, Pillsbury submitted to Simpson Thacher a mark-up of the draft Tender and Support Agreements.

Also on June 17, 2014, Simpson Thacher and Pillsbury discussed an amendment to PLX's executive severance plan. The Company's existing severance plan contained a definition of "good reason" that would have permitted its executive officers to terminate their employment with the Company for good reason upon Avago's proposed acquisition of the Company. Later on June 17, 2014, representatives of Avago and the Company discussed preliminary issues regarding post-closing retention of the Company's management.

On June 18, 2014, representatives of Avago and the Company met at Avago's headquarters in San Jose, California to review the Company's sales pipeline and forecast. Also on June 18, 2014, Simpson Thacher submitted to Pillsbury a revised draft of the Tender and Support Agreements.

From June 18 through June 21, 2014, representatives of Avago and the Company discussed an amendment to the Company's severance plan. In order to secure the continued services of these individuals, representatives of the Company and Avago mutually agreed that the Company would amend its severance plan and enter into retention agreements with certain senior executives and employees. From June 19 through June 21, 2014, representatives of Simpson Thacher and Pillsbury drafted the applicable documents, which were approved by the compensation committee of the Company on June 22, 2014.

On June 19, representatives of Avago held a telephonic meeting with the Company to discuss the terms of the Merger Agreement, including the executive compensation arrangements. Also on June 19, 2014, the Company entered into a confidentiality and non-disclosure agreement with Discovery Equity Partners, L.P. ("Discovery"), the Company's second-largest stockholder at that time, pursuant to which the Company disclosed to Discovery Avago's proposed offer to acquire the Company and requested that Discovery execute a Tender and Support Agreement. Later on June 19, 2014, Simpson Thacher submitted to Pillsbury a revised draft of the Merger Agreement.

On June 20, 2014, representatives of the Company relayed to Avago that Discovery had informed the Company that it would be unwilling to execute a Tender and Support Agreement, but that it would support Avago's proposed offer. To that end, the Company entered into a letter agreement with Discovery, pursuant to which Discovery agreed to support Avago's proposed offer to acquire the Company. Also on June 20, 2014, Simpson Thacher submitted to Pillsbury a revised draft of the Merger Agreement. Later that day, Pillsbury sent to Simpson Thacher accompanying disclosure schedules to the Merger Agreement.

Also on June 20, 2014, at a special meeting of Avago's board of directors, representatives of Barclays reviewed with the board regarding the proposed transaction with the Company, including material terms and the status of discussions with the Company. Following discussion, Avago's board approved the transaction on such terms as Avago's management deemed advisable.

On June 21, 2014, Simpson Thacher submitted to Pillsbury a mark-up of the Company's disclosure schedules to the Merger Agreement. On the same day, there were several calls between Avago and the Company and their respective advisors regarding the draft Merger Agreement, and after a period of negotiation, an agreement was reached. Representatives of Simpson Thacher and Pillsbury continued to negotiate the remaining transaction documents and accompanying disclosure schedules and the parties exchanged drafts of the Merger Agreement and various other transaction documents that day and on June 22, 2014.

On June 22, 2014, Simpson Thacher circulated a final draft of the Merger Agreement, which provided for, among other things, a break-up fee equal to $10.85 million payable by the Company if the Merger Agreement were to be terminated in certain circumstances. Later that day, representatives from Pillsbury conveyed to representatives from Simpson Thacher that the Company's board of directors had met to review and discuss the proposed form of Merger Agreement, Tender and Support Agreements and other matters related to the proposed acquisition. It was conveyed that, at such meeting, representatives of Deutsche Bank had rendered the oral opinion (later confirmed in writing by delivery of Deutsche Bank's written opinion dated June 23, 2014), to the effect that, as of such date and based upon and subject to the various qualifications, limitations and assumptions and conditions set forth in its opinion, the consideration per share to be paid to the holders of the Company's common stock in the Offer and the merger was fair from a financial point of view to such holders. It was further conveyed that after related discussion and evaluation, the Company's board of directors had concluded that the proposed acquisition of the Company by Avago was in the best interests of the Company's stockholders and had unanimously approved the Merger Agreement, the Tender and Support Agreements, the Offer and the related transactions.

On June 23, 2013, the parties executed the Merger Agreement and related documents, and Avago and the Company subsequently issued a joint press release announcing the transaction.

Past Contacts, Transactions, Negotiations and Agreements with the Company

For more information on the Merger Agreement and the other agreements related to the Offer and the Merger, see Section 8 — "Concerning Avago, Parent and the Purchaser," Section 9 — "Source and Amount of Funds" and Section 11 — "The Merger Agreement; Other Agreements."

11. The Merger Agreement; Other Agreements.

The Merger Agreement

The following is a summary of certain provisions of the Merger Agreement. This summary does not purport to be complete and is qualified in its entirety by reference to the full text of the Merger Agreement, a copy of which is filed as Exhibit (d)(1) to the Schedule TO, which is incorporated in this document by reference. Copies of the Merger Agreement and the Schedule TO, and any other filings that we make with the SEC with respect to the Offer or the Merger, may be obtained in the manner set forth in Section 8 — "Certain Information Concerning Avago, Parent and the Purchaser — Available Information." Stockholders and other interested parties should read the Merger Agreement for a more complete description of the provisions summarized below.

Explanatory Note Regarding the Merger Agreement

This summary of the Merger Agreement is included to provide you with information regarding its terms. Factual disclosures about Avago, Parent, us and the Company or any of their respective affiliates contained in this Offer to Purchase or in their respective public reports filed with the SEC, as applicable, may supplement, update or modify the factual disclosures about Avago, Parent, us and the Company or any of their respective affiliates contained in the Merger Agreement. The representations, warranties and covenants made in the Merger Agreement by Parent, us and the Company were qualified and subject to important limitations agreed to by Parent, us and the Company in connection with negotiating the terms of the Merger Agreement.

In particular, in your review of the representations and warranties contained in the Merger Agreement and described in this summary, it is important to bear in mind that the representations and warranties were negotiated with the principal purposes of establishing the circumstances in which a party to the Merger Agreement may have the right not to consummate the Offer or the Merger if the representations and warranties of the other party prove to be untrue due to a change in circumstance or otherwise, and allocating risk between the parties to the Merger Agreement, rather than establishing matters as facts. Stockholders are not third party beneficiaries under the Merger Agreement and should not rely on the representations, warranties and covenants or any description thereof as characterizations of the actual state of facts or condition of the Company. The representations and warranties may also be subject to a contractual standard of materiality different from those generally applicable to stockholders and reports and documents filed with the SEC, and in some cases were qualified by disclosures set forth in schedules that were provided by a party to the Merger Agreement but are not publicly filed as part of the Merger Agreement. Moreover, information concerning the subject matter of the representations and warranties, which do not purport to be accurate as of the date of this Offer to Purchase, may have changed since the date of the Merger Agreement and subsequent developments or new information qualifying a representation or warranty may have been included in this Offer to Purchase.

The Offer

The Merger Agreement provides that we will commence the Offer as promptly as reasonably practicable (but in any event within ten (10) business days after the date of the Merger Agreement, as such period may be extended if and to the extent the Company fails to satisfy its obligations pursuant to the Merger Agreement or other information required from representatives of the Company or Parent is delayed) and that, subject to the satisfaction of the Minimum Condition and the satisfaction or waiver by us of the other conditions that are described in Section 15 — "Conditions to the Offer," we will, as promptly as practicable (but in any event not more than two business days after the Expiration Date), accept for payment and pay for all Shares validly tendered and not withdrawn pursuant to the Offer. The initial Expiration Date will be 12:00 midnight, New York City time, on August 11, 2014 (one minute after 11:59 P.M., New York City time, on August 11, 2014).

Terms and Conditions of the Offer

Our obligations to accept for payment, and pay for, any Shares tendered pursuant to the Offer are subject to the conditions set forth in Section 15 — "Conditions to the Offer." The Offer conditions are for the sole benefit of Parent and us, and we expressly reserve the right to waive any of the conditions to the Offer, in whole or in part and at any time and from time to time, in our sole discretion, and to make any change in the terms and conditions of the Offer; except that, unless otherwise contemplated by the Merger Agreement or as previously approved by the Company in writing, we will not (i) decrease the Offer Price, (ii) change the form of consideration payable in the Offer (other than adding consideration), (iii) reduce the maximum number of Shares to be purchased in the Offer, (iv) amend or waive the Minimum Condition or the Required Governmental Approvals, (v) add to or amend any of the other conditions and requirements to the Offer described in Section 15 — "Conditions to the Offer" in a manner that is material and adverse to the holders of Shares, (vi) extend the Offer except as otherwise provided in the Merger Agreement; or (vii) otherwise amend the Offer in any manner that is material and adverse to the holders of Shares.

Extensions of the Offer

The Merger Agreement provides that we will (and Parent will cause us to) extend the Offer:

- for any period required by any applicable rule, regulation, interpretation or position of the SEC or its staff or for any period otherwise required by applicable law; *provided*, *however*, that in no event will we be required to extend the Offer to a date later than the Outside Date; and
- on one or more occasions, for successive periods of up to 20 business days each, the length of each such period (subject to such 20 business day maximum) to be determined by Parent in its sole discretion, if on or prior to any then scheduled Expiration Date, any condition to the Offer (including the Minimum Condition and the other conditions and requirements set forth in the Merger Agreement) has not been satisfied, or, where permitted by applicable law and the Merger Agreement, waived by us, in order to permit the satisfaction of such conditions, *provided*, *however*, that in no event will the Purchaser be required to extend the Offer to a date later than the Outside Date.

The Offer Price

The Offer Price for each Share is $6.50 per Share in cash, without interest, subject to any withholding of taxes required by applicable law.

The Merger

The Merger Agreement provides that, subject to the satisfaction or waiver of the conditions set forth in the Merger Agreement, we and the Company will take all necessary and appropriate actions to cause the Merger, with the Company continuing as the surviving corporation and as a wholly owned subsidiary of Parent. If, after the consummation of the Offer, we and any other subsidiary of Parent hold at least 90% of the issued and outstanding Shares, we and the Company have agreed to take all necessary and appropriate actions to cause the Merger to become effective as promptly as practicable, without a meeting of the stockholders of the Company, in accordance with Section 253 of Delaware Law. In the event that the Merger cannot be effected pursuant to Section 253 of Delaware Law, then, as promptly as practicable following the consummation of the Offer, we and the Company have agreed to take all necessary and appropriate actions to cause the Merger to become effective, without a meeting of the stockholders of the Company, in accordance with Section 251(h) of Delaware Law. In either case, if the aforementioned conditions are met and the Merger is effected pursuant to Section 253 or Section 251(h) of Delaware Law, the Merger will take place without a vote or any further action by the stockholders of the Company. Subject to the satisfaction or waiver of certain conditions set forth Merger Agreement, the Purchaser and the Company have agreed to take all necessary and appropriate actions to cause the Merger, with the Company continuing as the surviving corporation and as a wholly owned subsidiary of Parent. At the closing, we and the Company will file a certificate of merger with the Delaware Secretary of State and

such other filings or recordings as are required by Delaware Law in connection with the Merger. The Merger will become effective at such time (the "Effective Time") as the certificate of merger is duly filed with the Delaware Secretary of State or such later time as we, Parent and the Company may agree and as specified in the certificate of merger. At the Effective Time, we will be merged with and into the Company in accordance with Delaware Law, whereupon our separate existence will cease and the Company will be the surviving corporation. The surviving corporation will possess all of the rights, powers, privileges and franchises, and be subject to all of the obligations, liabilities, restrictions and disabilities, of us and the Company.

Merger Closing Conditions. The obligations of us, Parent and the Company to consummate the Merger are subject to the satisfaction of each of the following conditions:

- We have accepted for payment, or caused to be accepted for payment, all Shares validly tendered and not properly withdrawn pursuant to the Offer; and
- No law or order has been enacted, entered, enforced, promulgated or which is deemed applicable pursuant to an authoritative interpretation by or on behalf of a governmental authority of competent jurisdiction with respect to the Offer or the Merger which would reasonably be expected to result in the inability of Parent, the Purchaser or the Company to consummate the Merger.

Merger Consideration. At the Effective Time, each Share issued and outstanding immediately prior to the Effective Time will be converted into the Merger Consideration, without interest, subject to any withholding of taxes required by applicable law, except for Shares (i) then-owned by Parent or any of its direct or indirect wholly owned subsidiaries, including the Purchaser, or held in treasury by the Company, which will be cancelled and no payment made with respect thereto, (ii) then-owned by wholly owned subsidiaries of the Company, each of which will be converted into one newly and validly issued, fully paid and nonassessable share of common stock of the surviving corporation or (iii) held by any stockholder who is entitled to demand and properly has demanded appraisal for such Shares in accordance and full compliance with Section 262 of Delaware Law (unless such stockholder fails to perfect, withdraws, waives or loses the right to appraisal).

Treatment of Options and Restricted Stock Units

Company Options. Immediately prior to the Effective Time, each outstanding and unexercised option to purchase Shares (each, a "Company Option") granted under each stock option or other equity plan of the Company (each, a "Company Stock Plan") will be cancelled and, in exchange therefor, each former holder of any such cancelled Company Option will be entitled to receive from the Company, in consideration of the cancellation of such Company Option and in settlement therefor, a payment in cash (subject to all applicable withholding or other taxes required by applicable law) of an amount equal to the product of (i) the total number of Shares (whether vested or unvested) subject to such Company Option immediately prior to such cancellation and (ii) the excess, if any, of the Merger Consideration over the exercise price per Share subject to such Company Option immediately prior to such cancellation (such amounts payable hereunder being referred to as the "Option Payments"). The Option Payments with respect to the unvested Company Options held by certain senior executives of the Company will be subject to the applicable retention agreement entered into between such executive and the Company on June 22, 2014. The Option Payments will be paid by Parent or the surviving corporation as soon as practicable (and in any event within 15 business days) following the Effective Time, without interest (other than the Option Payments with respect to the unvested Company Options held by certain senior executives of the Company, which will be paid to the holder of such Company Options in accordance with the retention agreement entered into by such holder and the Company on June 22, 2014).

Company Restricted Stock Units. Immediately prior to the Effective Time, each restricted stock unit representing a right to receive a Share (each, a "Company RSU") granted under a Company Stock Plan that is outstanding immediately prior to the Effective Time will be cancelled and, in exchange therefor, each former holder of any such cancelled Company RSU will be entitled to receive from the Company, in consideration of the cancellation of such Company RSU and in settlement therefor, a payment in cash (subject to all applicable

withholding or other taxes required by applicable law) of an amount equal to the product of (i) the total number of Shares subject to such Company RSU immediately prior to such cancellation and (ii) the Merger Consideration (such amounts payable hereunder being referred to as the "RSU Payments"). One-half of the RSU Payments, without interest, will be paid on the first anniversary of the Closing Date and the remaining RSU Payments, without interest, will be paid on the second anniversary of the Closing Date, in each case subject to such holder's continued employment with the surviving corporation or its subsidiaries on each applicable payment date; provided, that if such holder's employment with the surviving corporation and its subsidiaries is terminated by the surviving corporation or one of its subsidiaries, as applicable, without cause or due to such holder's death or permanent disability (each, a "Qualifying Termination"), the remaining unpaid portion of the RSU Payments will be paid on the first payroll date following such Qualifying Termination.

Representations and Warranties

Parent, the Purchaser and the Company each made a number of representations and warranties in the Merger Agreement regarding aspects of their respective businesses, financial condition, structure and other facts pertinent to the Merger. Parent, the Purchaser and the Company made representations and warranties as to:

- corporate organization, standing and power;
- authorization of the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, by the respective companies;
- the lack of conflicts and required filings and consents;
- compliance with applicable laws and regulatory approvals required to complete the Offer and the Merger;
- absence of undisclosed material litigation;
- absence of untrue statements of material fact or omissions of material fact in the offer documents, and Schedule 14D-9 to be filed with the SEC; and
- the use of brokers.

In addition, the Company made representations and warranties as to:

- capitalization;
- permits and licenses required to conduct business and general compliance with applicable laws;
- filings and reports with the SEC and financial statements;
- internal controls over financial reporting and the maintenance of disclosure controls and procedures;
- maintenance of books and records;
- absence of undisclosed liabilities;
- absence of certain changes or events;
- employee matters and benefit plans;
- labor and other employment matters;
- contracts and indebtedness;
- litigation;
- environmental matters;
- intellectual property;
- product warranties;

- tax matters;
- insurance;
- title to property and assets;
- real property;
- the opinion of the Company's financial advisor; and
- required vote needed to approve the Merger and adopt the Merger Agreement.

In addition, Parent and the Purchaser made representations and warranties as to:

- the availability of funds to complete the Offer;
- Parent's ownership of the Purchaser's common stock;
- the operations of Purchaser;
- no written agreements, arrangements or understandings as defined in Section 203 of Delaware Law relating to the Company or the transactions contemplated by the Merger Agreement; and
- no ownership of shares of the Company.

The representations and warranties asserted in the Merger Agreement will not survive the completion of the Offer.

Covenants

Conduct of the Company Business Pending the Merger

The Merger Agreement provides that, subject to limited exceptions, until the Effective Time, the Company will, and will cause its subsidiaries to, unless Parent consents in writing otherwise (which consent will not be unreasonably withheld, conditioned or delayed), conduct business only in the ordinary course of business consistent with past practice, use commercially reasonable efforts to keep available the services of the current officers, employees and consultants, to preserve its goodwill and relationships with customers, suppliers and other persons with which it and its subsidiaries have significant business relations and to preserve intact its business organization. The Merger Agreement also expressly restricts the ability of each of the Company and its subsidiaries to take the following actions without the prior written consent of Parent (which consent will not be unreasonably withheld, conditioned or delayed):

- amend the certificate of incorporation or bylaws or any similar governing instruments of the Company or its subsidiaries;
- declare, set aside, make or pay any dividends or other distributions on the Shares or the capital stock of any of its subsidiaries, split, combine or reclassify any capital stock of the Company or any of its subsidiaries, issue or authorize the issuance of any other securities, purchase, redeem or acquire any Share or any securities convertible into Shares, the capital stock of its subsidiaries or other equity interests in the Company or any of its subsidiaries, or take any action that would result in any amendment, modification or change of any term of indebtedness of the Company or any of its subsidiaries;
- issue, deliver, sell, grant pledge, transfer, subject to any lien, or otherwise encumber or dispose of any Share or any securities convertible into Shares or other equity interests in the Company or any of its subsidiaries, subject to a limited exception permitting the exercise of Company Options outstanding as of the date of the Merger Agreement;
- adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization with respect to the Company or any of its subsidiaries;

- incur any capital expenditures or any obligations or liabilities in excess of $200,000 in the aggregate in any fiscal quarter;
- acquire any material business, assets or capital stock of any corporation, partnership or other business organization or division thereof, or any other assets other than those acquired in the ordinary course of business consistent with past practice;
- acquire or license from any corporation, partnership or other business organization or division thereof any intellectual property rights or technology other than in the ordinary course of business consistent with past practice;
- sell, lease, license, pledge, transfer, subject to any lien or otherwise dispose of any of its intellectual property rights, technology, material assets or material properties, except pursuant to existing contracts, sales of inventory or used equipment in the ordinary course of business, or certain specified permitted liens incurred in the ordinary course of business consistent with past practice;
- sell, dispose of, disclose or license the source code for any of the Company's proprietary software (subject to a limited exception for immaterial portions of source code of proprietary software provided pursuant to a software development kit license or otherwise), disclose any material trade secrets or other proprietary and confidential information to any person that is not subject to a confidentiality or nondisclosure agreement or enter into any arrangement that results in the loss, expiration of termination of any license or right to third party intellectual property;
- disclose any material trade secrets or other confidential or proprietary information to any third person unless there is a confidentiality agreement governing such disclosure in place, or enter into any arrangement that results in the loss, expiration or termination of any license or right under or to any third party intellectual property;
- extend offers of employment to or hire any new employees, grant any current or former employee or service provider any increase in compensation, bonus or other benefits, grant any current or former director, officer, employee or service provider any severance or termination pay or benefits or any increase in severance, change in control, termination pay or benefits, except as otherwise contemplated by the Merger Agreement or required by applicable law, establish, adopt, enter into or amend any employee plan or collective bargaining agreement, except as required by applicable law or the terms of any such employee plan, take any action to amend or waive any performance or vesting criteria or accelerate any rights or benefits under any employee plan, or make any person a beneficiary of a retention plan that would entitle such person to vesting, acceleration or any other right as a consequence of the transactions contemplated by the Merger Agreement;
- write down any of its material assets in excess of $150,000, except for depreciation and amortization or in accordance with the ordinary course of business consistent with past practice, or make any change in any method of financial accounting principles, methods or practices, except for any change required by U.S. generally accepted accounting principles or applicable law;
- incur any indebtedness in excess of $50,000 or modify in any material respect the terms of any indebtedness, or make any loans, advances, capital contributions or investments in excess of $5,000, other than to any of its subsidiaries or accounts receivable, extensions of credit, and advances of expenses to employees, in each case in the ordinary course of business;
- agree to any exclusivity, non-competition, most favored nation or similar provision or covenant restricting the Company or any of its subsidiaries from competing in any line of business with any person, corporation, partnership or other business organization or division thereof;
- enter into, materially amend, relinquish or terminate any material contract with an annual value in excess of $75,000, or with a value over the life of the contract in excess of $200,000, other than certain types of contracts in the ordinary course of business consistent with past practice;

- make or change any material tax election, change any annual tax accounting period, adopt or change any material method of tax accounting, enter into any material closing agreement, enter into any tax allocation, sharing or indemnity agreement, settle any material tax claim, audit or assessment or amend any material tax returns or file any material claim for tax refunds;
- institute, compromise or settle any action, or agree to the same, waive, relinquish, release, grant, transfer or assign any right with a value of more than $100,000 in any individual case except in the ordinary course of business consistent with past practice or commence any material litigation, investigation, arbitration or other action against any third party;
- engage in any trade loading practices or any other promotional sales or discount activity with any customers or distributors with the intent of accelerating sales to the trade or otherwise to prior fiscal quarters that would otherwise reasonably be expected to occur in subsequent fiscal quarters, or any other promotional sales or discount activity outside of the Company's ordinary course of business consistent with past practice;
- any practice which would reasonably be expected to have the effect of accelerating collections of receivables to prior fiscal quarters that would otherwise be expected to be made in subsequent fiscal quarters, or any practice which would reasonably be expected to have the effect of postponing to subsequent fiscal quarters payments by the Company or any of its subsidiaries that would otherwise be expected to be made in prior fiscal quarters;
- cancel or terminate or allow to lapse without commercially reasonable substitute policies therefor, or amend in any material respect, any material insurance policy (other than renewals of existing insurance policies, or entering into commercially reasonable substitution policies therefor);
- take any action that is intended or would reasonably be expected to result in any of the Offer conditions or conditions to the Merger not being met;
- except as required by law, convene any regular or special meeting of the Company's stockholders other than the stockholder meeting to approve the Merger, if required;
- make any material change in its investment policies with respect to cash or marketable securities; or
- contract, authorize or make any commitment to do any of the above.

No Solicitation

From and after the date of the Merger Agreement, the Company must and must cause each of its subsidiaries and representatives to cease and cause to be terminated any solicitation, encouragement, discussions or negotiations with any third party that may be ongoing with respect to a Competing Proposal or Competing Inquiry (each as defined below) and request the return or destruction of any nonpublic information from such third party. From the date of the Merger Agreement until the Effective Time or, if earlier, the termination of the Merger Agreement, the Company has agreed that it and its subsidiaries will not, directly or indirectly:

- solicit, initiate, and encourage, whether publicly or otherwise, Competing Proposals or Competing Inquiries;
- engage in, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any other person any non-public information in connection with or for the purpose of encouraging or facilitating, a Competing Proposal or Competing Inquiry;
- approve, endorse, recommend, execute or enter into, or publicly propose to do so, any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, Merger Agreement or similar definitive contract (other than an acceptable confidentiality agreement) with respect to any Competing Proposal;
- take any action to make the provisions of any takeover statue or any applicable anti-takeover provision in the Company's organizational documents inapplicable to a Competing Proposal;

- terminate, amend, release, modify or knowingly fail to enforce any provision of, or grant any permission, waiver or request under, any standstill, confidentiality or similar contract entered into by the Company in respect of or in contemplation of a Competing Proposal (other than to the extent that the Company's Board of Directors determines in good faith that failure to take any such actions would be reasonably likely to result in a breach of its fiduciary duties under applicable law); or
- propose, resolve or agree to do any of the foregoing.

If, at any time on or after the date of the Merger Agreement and prior to the consummation of the Offer, the Company receives a written, bona fide Competing Proposal that was not solicited in violation of the Merger Agreement and the Company's Board of Directors determines in good faith (after consultation with its independent financial advisors and outside legal counsel) that such Competing Proposal constitutes, or would reasonably be expected to lead to, a Superior Proposal as compared to the terms of the Merger Agreement, and that its failure to take any action would be reasonably likely to result in a breach of its fiduciary duties under applicable law, then the Company and its representatives may:

- furnish to such third party information relating to the Company or any of its subsidiaries (including nonpublic information), so long as such third party signs an acceptable confidentiality agreement and only if the Company promptly provides to Parent any material non-public information given to such third party if Parent has not previously been provided such information; and
- participate in discussions or negotiations with such third party regarding such Competing Proposal.

From and after the date of the Merger Agreement, the Company must promptly notify Parent (within twenty-four hours) in the event that the Company, any of its subsidiaries or any of their representatives receives (i) any Competing Proposal or a Competing Inquiry, (ii) any request for non-public information relating to the Company or any of its subsidiaries, or requests for information in the ordinary course of business consistent with past practice and unrelated to a Competing Proposal or (iii) any Competing Inquiry or request for discussions or negotiations regarding any Competing Proposal. The Company must indicate the identity of such third parties and provide a copy (or, in the event no such copy is available, a reasonably detailed description) of such Competing Inquiry, Competing Proposal, indication, or request to Parent, including any modifications thereto. Thereafter, the Company must keep Parent informed on a current basis of the status of any such Competing Inquiry or Competing Proposal, and any material developments, discussions and negotiations, including furnishing copies of any revised written proposals or offers relating thereto.

A "Competing Inquiry" is any inquiry, indication of interest or request for information (other than an inquiry, indication of interest or request for information made or submitted by Parent or any of its subsidiaries) that may reasonably be expected to lead to a Competing Proposal.

"Competing Proposal" means, other than the transactions contemplated by the Merger Agreement, any proposal or offer from a third party relating to (i) a merger, reorganization, sale of assets, share exchange, consolidation, business combination, recapitalization, dissolution, liquidation, joint venture or similar transaction involving the Company or any of the Company's subsidiaries whose assets, individually or in the aggregate, constitute 15% or more of the consolidated assets of the Company and the Company's subsidiaries, as determined on a book-value or fair-market-value basis, (ii) the acquisition (whether by merger, consolidation, equity investment, joint venture or otherwise) or license by any person of 15% or more of the consolidated assets of the Company and the Company's subsidiaries, as determined on a book-value or fair-market-value basis, (iii) the purchase or acquisition, in any manner, directly or indirectly, by any person of 15% or more of the issued and outstanding Shares or any other equity interests in the Company, (iv) any purchase, acquisition, tender offer or exchange offer that, if consummated, would result in any person beneficially owning 15% or more of the Shares or any other equity interests of the Company or any of the Company's subsidiaries whose assets, individually or in the aggregate, constitute 15% or more of the consolidated assets of the Company and the Company's subsidiaries, as determined on a book-value or fair-market-value basis or (v) any combination of the foregoing.

A “Superior Proposal” is an unsolicited bona fide written Competing Proposal (except the references therein to “15%” will be replaced by “85%”) made by a third party that was not solicited by the Company, any of the Company’s subsidiaries or any of their respective representatives and which, in the good faith judgment of the Company’s Board of Directors, after consultation with its independent financial advisors and outside legal counsel, taking into account the various legal, financial and regulatory aspects of the Competing Proposal, including the financing terms thereof, if any, and the third party making such Competing Proposal, (i) if accepted, is reasonably capable of being consummated and (ii) if consummated would in the good faith judgment of the Company’s Board of Directors, after consultation with the Company’s financial advisor, result in a transaction that is more favorable to the Company’s stockholders, from a financial point of view, than the Offer and the Merger (after giving effect to all adjustments to the terms thereof which may have been offered in writing by Parent, including pursuant to the terms of the no solicitation provision of the Merger Agreement).

An “Intervening Event” is a material development or change in circumstances (that is not a Competing Inquiry or Competing Proposal) and that was not known to the Company’s Board of Directors as of the date of the Merger Agreement.

Board of Directors’ Recommendation and Actions

The Merger Agreement provides that the Company will file a tender offer solicitation/recommendation statement on Schedule 14D-9 that includes a statement that the Company’s Board of Directors unanimously: (i) has authorized, approved and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, (ii) has determined that the transactions contemplated by the Merger Agreement are advisable, fair to and in the best interests of the Company and its stockholders and (iii) recommends to the Company’s stockholders that they accept the Offer, tender their shares to the Purchaser in the Offer and, to the extent applicable, approve and adopt the Merger Agreement and the Merger.

Except as expressly permitted by the terms of the Merger Agreement, the Company has agreed in the Merger Agreement that neither its board of directors nor any committee of the board of directors will take, or resolve, agree or publicly propose to take, any of the following actions:

- withhold, withdraw, modify or qualify, in a manner adverse to Parent or the Purchaser, its approval or recommendation of the transactions contemplated by the Merger Agreement, including the Offer and the Merger;
- fail to include its recommendation of the Offer and the Merger in the Schedule 14D-9 to be filed by the Company;
- fail to publicly recommend against any tender offer or exchange offer for shares of the Company’s capital stock that constitutes a Competing Proposal within ten business days after commencement thereof, or fail to reaffirm its recommendation of the transactions contemplated by the Merger Agreement within four business days after Parent requests such reaffirmation in writing;
- adopt, approve or recommend any Competing Proposal received after the date of the Merger Agreement; or
- cause or permit the Company to enter into any agreement constituting or relating to any alternative acquisition proposal (any of the above actions being referred to as an “Adverse Recommendation Change”).

Despite the foregoing, the Merger Agreement provides that at any time before the Purchaser’s acceptance of the Offer:

- if the Company’s Board of Directors determines in good faith (after consultation with the Company’s outside legal counsel) in response to a material development or change in circumstances (that is not a Competing Proposal or Competing Inquiry) that was not known to the Company’s Board of Directors as of the date of the Merger Agreement, or an Intervening Event that its failure to make an Adverse

Recommendation Change would be reasonably likely to result in a breach of its fiduciary duties, it may withhold, withdraw, modify or qualify in a manner adverse to Parent its approval or recommendation of the Merger Agreement or the Merger. The Company may not make such an Adverse Recommendation Change unless and until it has (i) provided Parent with a written description of such Intervening Event in reasonable detail and kept Parent reasonably informed of material developments with respect to such Intervening Event, (ii) has notified Parent in writing at least four business days prior of its intention to make an Adverse Recommendation Change and, (iii) prior to the expiration of such four business day period, Parent has not made a bona fide proposal to amend the terms of the Merger Agreement that the Company's Board of Directors determines in good faith obviates the need to make an Adverse Recommendation Change in accordance with its fiduciary duties under applicable law; or

- if the Company receives a bona fide written Competing Proposal that the Company's Board of Directors determines in good faith (after consultation with the Company's outside legal counsel and financial advisors) constitutes a Superior Proposal (after giving effect to all such adjustments which may be offered by Parent and the Company in accordance with the Merger Agreement), and further determines in good faith, after consultation with its legal advisors, that its failure to take action would be reasonably likely to result in a breach of its fiduciary duties under applicable law, the Company may withhold, withdraw, modify or qualify in a manner adverse to Parent its approval or recommendation of the Merger Agreement and the Merger, or otherwise terminate the Merger Agreement and enter into an agreement with respect to the Superior Proposal, subject to the conditions provided in the following paragraph.

The Company has agreed not to effect an Adverse Recommendation Change or terminate the Merger Agreement to, in each case, with respect to a Superior Proposal unless the following obligations are satisfied:

- none of the Company, its subsidiaries or representatives have breached the provisions of the Merger Agreement pertaining to the treatment of such Superior Proposal;
- the Company has given Parent and the Purchaser written notice ("Notice of Superior Proposal") of its intent to effect an Adverse Recommendation Change or terminate the Merger Agreement, identifying the third party and including an unredacted copy of the Superior Proposal and all relevant documents;
- during the four business days following Parent's receipt of the Notice of Superior Proposal, the Company negotiates with Parent and the Purchaser in good faith to make adjustments to the Merger Agreement such that the terms of the Superior Proposal would no longer be more favorable to the Company's stockholders;
- after such four business day period, the Company's Board of Directors determines in good faith (after consultation with the Company's outside legal counsel and financial advisors) that the Superior Proposal continues to constitute a Superior Proposal. If there is any amendment to the financial terms or other material amendment to such Superior Proposal, the Company will be required again to comply with the requirements above, provided, however, that the four business day periods will become two business day periods; and
- the Company pays the termination fee (as described below) to Parent.

Antitrust Laws

The Merger Agreement provides that Parent and the Company will use commercially reasonable efforts to obtain all requisite approvals and authorizations for the transactions contemplated by the Merger Agreement under any applicable antitrust laws, promptly make all necessary fillings and submissions required and pay any fees due under applicable laws and determine whether any other action by or in respect of, or filing with, any governmental authority is required, in connection with the consummation of the Offer or the Merger.

Parent and the Company will cooperate in all respects with each other in connection with preparing and making any filing or submission and in connection with any investigation or other inquiry, including furnishing all information required for any application or filing, giving the other party prompt notice of any request, inquiry, objection, charge or other action, actual or threatened, by or before the Federal Trade Commission, the Department of Justice or the competition or merger control authorities of any other governmental entity (including Germany), keeping the other party informed as to the status of any such request and promptly informing the other party of any related communication. Parent and the Company will use commercially reasonable efforts to resolve any such request or action, and to have vacated or lifted any order that is in effect that prohibits, prevents or restricts consummation of the Offer or the Merger, consulting and cooperating with the other party in good faith in connection with any filing, analysis, presentation, memorandum, brief, argument, opinion or proposal made or submitted in connection with the Offer or the Merger, and consulting with the other party in advance of any meeting or conference and providing the other party the opportunity to attend and participate in such meetings and conferences.

Pursuant to the terms of the Merger Agreement, Parent and the Company must make premerger filings (i) under the HSR Act with the Federal Trade Commission, or the "FTC," the Antitrust Division of the U.S. Department of Justice, or "DOJ," and (ii) under the Act Against the Restraint of Competition of 1958 of Germany, on or before July 8, 2014. Parent and the Company have agreed to supply as promptly as reasonably practicable any additional information and documentary material that may be requested by the FTC or DOJ and use commercially reasonable efforts to take or cause to be taken all other actions necessary, proper and advisable consistent with the terms of the Merger Agreement to cause the expiration or termination of the applicable waiting periods, or receipt of required authorizations, as applicable, under the HSR Act as soon as practicable. None of Parent, the Purchaser or the Company may agree to stay, toll or extend any applicable waiting period under the HSR Act or applicable competition laws without the prior written consent of the other parties.

Employee Matters

Immediately prior to the effective date of the Merger, the Company will terminate the Company's ESOP and 401(k) Plan. Participants will fully vest in their accounts as of the date of the termination of the ESOP and the 401(k) Plan and the amount in their ESOP and/or 401(k) Plan accounts may be distributed or rolled over into an individual retirement account or a tax-qualified retirement plan maintained by the participant's employer. For a period of twelve months following the Effective Time, Parent will provide, or will cause to be provided, to those employees of the Company and its subsidiaries who continue to be employed by Parent following the Effective Time annual base salary or base wages and short-term incentive compensation opportunities and benefits (including severance benefits) that are substantially comparable, in the aggregate, to the benefits provided to similarly situated employees of Parent.

After the Effective Time, Parent will give its employees who were employees of the Company immediately prior to the Effective Time full credit for purposes of eligibility and vesting and benefit accruals (but not for purposes of benefit accruals under any defined benefit pension plans or vesting under any equity incentive plan) under any employee compensation, incentive and benefit plans, programs, policies and arrangements maintained for the benefit of the Company employees to the same extent recognized by the Company immediately prior to the Merger, except to the extent such recognition would result in duplication of benefits.

Parent will use commercially reasonable efforts to cause each continuing employee to be immediately eligible to participate in all new benefit plans, and for all pre-existing conditions to be waived, to the extent they were waived under the Company's benefit plans.

Indemnification and Insurance

In the Merger Agreement, Parent has agreed that for a period of six years after the Effective Time, all existing rights to indemnification, exculpation and limitation of liabilities of the Company's officers and directors provided in the Company's certificate of incorporation or bylaws or in any indemnification or other

agreement with the Company will survive the Merger and continue in full force and effect. In addition, for a period of six years after the Effective Time, Parent and the Purchaser have agreed that the organizational documents of the surviving corporation following the Merger will provide the directors and officers with no less favorable rights with respect to indemnification, exculpation, and advancement of expenses for periods at or prior to the Effective Time than as are currently set forth in the Company's organizational documents.

For a period of six years after the Effective Time, the Purchaser has also agreed to either maintain for the benefit of the Company's directors and officers, as of the Effective Time, an insurance and indemnification policy that provides coverage for events occurring prior to the Effective Time that is substantially equivalent to and in any event not less favorable in the aggregate than the Company's existing policy. If such a policy is not available, the Purchaser is required to provide the best available coverage. However, the Purchaser will not be required to pay an annual premium in excess of 250% of the last annual premium paid by the Company prior to June 23, 2014 to obtain such insurance, provided that the foregoing obligation to maintain such insurance may be satisfied by Parent purchasing a prepaid policy providing directors and officers with substantially equivalent coverage for the six-year period providing directors and officers with substantially equivalent coverage for the six-year period.

Repayment of Indebtedness

Simultaneously with the consummation of the Offer, the Company will repay or cause to be repaid, any outstanding obligations under the Loan and Security Agreement between the Company and Silicon Valley Bank. In connection therewith, the Company will, and will cause its subsidiaries to, deliver all notices and to take all other actions to facilitate and cause the termination of the Loan and Security Agreement effective as of the consummation of the Offer, the repayment in full of all obligations then outstanding thereunder and the release of any liens and termination of all guarantees in connection therewith as of the consummation of the Offer; provided, that in no event will the Company or any of its subsidiaries pay, or commit to pay, any amounts (other than the payment of any then outstanding obligations, customary filing fees and reasonable and documented attorneys' fees) or grant Silicon Valley Bank any concession or accommodation, in each case, without the prior written consent of Parent.

Conditions of the Merger

The obligations of Parent, the Purchaser and the Company to consummate the Merger are subject to the satisfaction of the following conditions at or prior to the Effective Time:

- the Purchaser has accepted for payment, or caused to be accepted for payment, all Shares validly tendered and not withdrawn in the Offer; and
- no law or order has been enacted, entered, enforced, promulgated or deemed applicable with respect to the Offer or the Merger that would reasonably be expected to result in the failure of the conditions to the Offer, as described in Section 15 — "Conditions to the Offer."

Termination of the Merger Agreement

The Merger Agreement may be terminated and the Offer, the Merger and the other transactions contemplated by the Merger Agreement may be abandoned at any time whether before or after approval of the Merger by the stockholders of the Company:

- by mutual written agreement of the Company and Parent at any time prior to the Effective Time.
- by either Parent or the Company if:
    - the Offer expires on or after November 23, 2014 as a result of the non-satisfaction of any condition or requirement of the Offer as set forth in Merger Agreement or is terminated or withdrawn pursuant to its terms without any Shares being purchased thereunder (provided, that the right to terminate the Merger Agreement pursuant to this paragraph will not be available to any

party whose breach of the Merger Agreement is the primary cause of or primarily resulted in the failure or the non-satisfaction of any condition or requirement of the Offer or the termination or withdrawal of the Offer pursuant to its terms without any Shares being purchased thereunder); or

- any court or governmental authority issues a nonappealable final judgment, order, injunction, rule or decree, or takes any other action restraining, enjoining or otherwise, (i) if prior to the consummation of the Offer, prohibiting the acceptance for payment of, or payment for, Shares pursuant to the Offer or (ii) if prior to the Effective Time, prohibiting the Merger itself (provided, that the party seeking termination will have used its commercially reasonable efforts to resist, resolve or lift such judgment, order, injunction, rule, decree or ruling, and provided, further, that such termination right will not be available to the party seeking termination if the issuance of such order was due to such party's failure to perform any of its obligations under the Merger Agreement).

- By Parent, if, prior to the consummation of the Offer,
  - an Adverse Recommendation Change has occurred;
  - the Company breaches in any material respect its obligations under the terms of the no solicitation provision of the Merger Agreement;
  - the Company fails to include its Board of Directors' recommendation in favor of the Offer and the Merger in the Schedule 14D-9 or to permit Parent to include its Board of Directors' recommendation in favor of the Offer and the Merger in the offer documents;
  - within seven business days of the date any Competing Proposal or any material modification thereto is first publicly announced or otherwise communicated to the stockholders of the Company, or otherwise within five Business Days following Parent's written request, the Company fails to issue a press release that expressly reaffirms its Board of Directors' recommendation in favor of the Offer and the Merger, to the extent required pursuant to the Merger Agreement or
  - the Company or the Company's Board of Directors (or any committee thereof) authorizes or publicly proposes to do any of the foregoing;
  - the Company breaches any of its representations, warranties, covenants or agreements set forth in the Merger Agreement, which breach would or would reasonably likely result in a material adverse effect with respect to the Company and therefore the failure of a condition to the Offer or the Merger, Parent delivers written notice of such breach to the Company and either such breach is not capable of cure or has not been so cured after twenty calendar days of delivery of such notice; or
  - prior to the consummation of the Offer, a material adverse effect with respect to the Company has occurred and is ongoing.
- By the Company, if, prior to the consummation of the Offer:
  - the Company's Board of Directors accepts a Superior Proposal in compliance with the terms of the Merger Agreement and the Company enters into an agreement regarding such Superior Proposal and pays the applicable termination fee;
  - Parent breaches any of its representations, warranties, covenants or agreements set forth in the Merger Agreement, which breach would or would reasonably likely result in a material adverse effect with respect to Parent, the Company delivers written notice of such breach to Parent and either such breach is not capable of cure or has not been so cured after twenty calendar days of delivery of such notice;
  - prior to the consummation of the Offer, a material adverse effect with respect to Parent has occurred and is ongoing; or

- Parent fails to accept for exchange Shares validly tendered and not withdrawn in the Offer in accordance with the terms of the Merger Agreement, and at such time all of the conditions and requirements of the Offer have been satisfied or, where permissible, waived.

Termination Fee

The Company has agreed to pay to Parent a termination fee of $10.85 million if:

- the Merger Agreement is terminated by Parent or the Company pursuant to an Adverse Recommendation Change with respect to a Superior Proposal;
- the Company breaches in any material respect its obligation under the no solicitation provision in the Merger Agreement;
- the Company fails to include its board of directors' recommendation in favor of the Offer and the Merger in the Schedule 14D-9 or to permit Parent to include such recommendation in the offer documents;
- within seven business days of the date any Competing Proposal is first publicly announced or otherwise communicated to the stockholders of the Company, or otherwise within five business days following Parent's written request, the Company fails to issue a press release that expressly reaffirms the Company's Board of Directors' recommendation in favor of the Offer and the Merger to the extent required pursuant to the terms of the Merger Agreement;
- the Company's Board of Directors (or any of its committees) authorizes or publicly proposes to do any of the foregoing; or
- the Company's Board of Directors accepts a Superior Proposal in compliance with the Merger Agreement prior to the consummation of the Offer, and the Company determines that it will enter into an agreement with respect to such Superior Proposal.

Extensions, Waivers and Amendments

At any time prior to the Effective Time, Parent and the Purchaser, on one hand, and the Company, on the other hand, may, by action taken by or on behalf of their respective boards of directors, to the extent permitted by applicable law, (i) amend the Merger Agreement, (ii) extend the time for the performance of any of the obligations or acts of the other party under the Merger Agreement, (iii) waive any inaccuracies in the representations and warranties of the other parties set forth in the Merger Agreement or (iv) subject to applicable law, waive compliance with any of the agreements or conditions of the other parties contained in the Merger Agreement. However, after the approval of the Company stockholders has been obtained, no extension or waiver of the Merger Agreement that decreases the payment received by the Company stockholders or that adversely affects the rights of the Company stockholders may be made without further approval or adoption by the Company stockholders.

Specific Performance

Parent, the Purchaser and the Company are entitled to an injunction or injunctions to prevent breaches of the Merger Agreement or to enforce specifically the terms and provisions thereof in addition to any other remedy to which they are entitled, at law or in equity.

Fees and Expenses

Except as provided in Section 11 — "The Merger Agreement; Other Agreements — The Merger Agreement — Termination Fees" all fees and expenses incurred in connection with the Merger Agreement and the transactions contemplated by the Merger Agreement will be paid by the party incurring such fees and expenses.

Governing Law

The Merger Agreement is governed by Delaware Law.

Conditions to the Offer

See Section 15 — "Conditions to the Offer."

Other Agreements

Confidentiality Agreement

Under the Confidentiality Agreement, dated May 30, 2014, between Parent and the Company (the "Confidentiality Agreement"), any non-public information regarding the Company or any of its subsidiaries or affiliates furnished to Parent and its affiliates, subsidiaries or its representatives must, for a period ending the earlier of (i) eighteen months from the date of the Confidentiality Agreement and (ii) the date of entering into the Merger Agreement, be used solely for the purpose of evaluating a possible transaction involving the Company and kept confidential, except as provided in the Confidentiality Agreement. The Confidentiality Agreement also includes a standstill provision that, subject to certain exceptions, prohibits certain actions involving or with respect to the Company for a period ending on the earlier of (i) two months from the date of the Confidentiality Agreement and (ii) the date of the Merger Agreement.

This description of the Confidentiality Agreement is qualified in its entirety by reference to such Confidentiality Agreement, which we have filed as Exhibit (d)(2) to the Schedule TO.

Exclusivity Agreement

Parent and the Company entered into an exclusivity agreement, dated as of June 2, 2014 (the "Exclusivity Agreement"), in connection with the consideration of a possible negotiated transaction involving Parent and the Company. Under the Exclusivity Agreement, the Company agreed not to solicit, initiate or knowingly encourage or facilitate the submission of any inquiry, indication of interest, proposal or offer from any person or entity to the Company or furnish information to, participate in discussions or negotiations with, or enter into any agreement or understandings with any person or entity in connection with a possible acquisition of the Company, subject to certain exceptions, until 11:59 p.m., Pacific Time on June 23, 2014, which period could be extended for seven days under certain circumstances.

This description of the Exclusivity Agreement does not purport to be complete and is qualified in its entirety by reference to the Exclusivity Agreement, which we have filed as Exhibit (d)(3) to the Schedule TO.

Tender and Support Agreements

Concurrently with the execution and delivery of the Merger Agreement, on June 23, 2014, Potomac Capital Partners II, L.P., Potomac Capital Management II, L.L.C., Potomac Capital Partners III, L.P., Potomac Capital Management III, L.L.C., Potomac Capital Partners L.P., Potomac Capital Management, L.L.C., Paul J. Solit, Eric Singer (the foregoing, the "Potomac Stockholders"), Ralph Schmitt, Michael Salameh, David Raun, Vijay Meduri and Arthur O. Whipple who collectively owned approximately 14.7% of the outstanding Shares as of June 23, 2014, have each entered into a tender and support agreement with Parent and us (collectively, the "Tender and Support Agreements"). Pursuant to the Tender and Support Agreements, such stockholders have agreed, subject to the terms and conditions set forth therein, among other things, to tender or cause to be tendered (and not withdraw) all of their Shares into the Offer.

The Tender and Support Agreements terminate upon the earlier of (i) termination of the Merger Agreement in accordance with its terms, (ii) the Effective Time, (iii) the mutual written consent of Parent and the Purchaser, on the one hand, and the stockholder with respect to which such termination is to be effective, on the other, and

(iv) with respect to the Potomac Stockholders only, as of the date of any material modification, material waiver or material amendment to any provision of the Merger Agreement or the terms of the Offer is effected without such stockholder's consent, in each case, that reduces the amount or changes the form of consideration payable to the holders of Shares pursuant to the Merger Agreement as in effect on the date of the Tender and Support Agreements.

This description of the Tender and Support Agreements is qualified in its entirety by reference to such Tender and Support Agreements, which we have filed as Exhibits (d)(4) and (d)(5) to the Schedule TO.

Transaction Support Agreement

On June 20, 2014, Discovery Equity Partners GP, LLC and Discovery Equity Partners, L.P., together with their affiliates (collectively, "Discovery"), entered into a transaction support agreement with the Company (the "Transaction Support Agreement"). Pursuant to the Transaction Support Agreement, Discovery has agreed, subject to the terms and conditions set forth therein:

- not to knowingly after reasonable inquiry, directly or indirectly, transfer, sell, assign, gift, hedge, mortgage, pledge or otherwise dispose of, or enter into any derivative arrangement with respect to, any Shares to any person or group that has announced or disclosed an opposition to the Offer or the Merger, the desire to exercise appraisal rights in connection with the Merger, or other extraordinary corporate transaction, including, a merger, acquisition, sale, consolidation, reorganization, recapitalization, extraordinary dividend or liquidation involving the Company (other than the parties to the Offer and the Merger); and
- to vote its Shares against, and not enter into or otherwise support, or disclose or commit to, any action or agreement which is intended to or would reasonably be expected to impede, delay, postpone, interfere with, nullify or prevent, in each case in any material respect the Offer or the Merger.

As of June 25, 2014, Discovery no longer beneficially owns any Shares.

This description of the Transaction Support Agreement is qualified in its entirety by reference to such Transaction Support Agreement, which we have filed as Exhibit (d)(6) to the Schedule TO.

Severance Plan and Executive Officer Retention Agreements

On June 22, 2014, the Compensation Committee of the Company's Board of Directors amended and restated the Company Severance Plan for Executive Management (the "Company Severance Plan") and approved entering into Executive Officer Retention Agreements (the "Retention Agreements") with each of David K. Raun, Arthur O. Whipple, Gene Schaeffer, Vijay Meduri and Michael Grubisich (collectively the "Named Executive Officers") and Larry Chisvin. Pursuant to the terms of the Merger Agreement, the Company Severance Plan and the Retention Agreements will be obligations binding on the surviving corporation. The Company Severance Plan and the Retention Agreements are intended to secure the continued services, dedication, and objectivity of the executive officers and certain employees without concern as to whether the officers or employees might be hindered or distracted by personal uncertainties and risks in connection with a change of control of the Company.

Severance Plan

Benefits are payable to the executive officers under the Company Severance Plan under "double trigger" conditions if:

- there is a change in control of the Company (and the Merger, if completed, will be a change in control), and

- within one year after the change in control (plus any applicable cure period), the participant's employment is terminated (a) by the participant's employer other than for cause, or (b) by the participant for good reason, as these various terms are defined in the Company Severance Plan.

The benefits so payable consist of the following (in addition to amounts accrued but unpaid at the time of termination and payable by law or pursuant to applicable documents):

- a single lump sum payment equal to (a) 100% of base salary (150% for the chief executive officer), plus (b) an amount equal to the prorated portion of the target bonus for the annual performance period then in effect;
- 12 months of the participant's medical, dental, and vision benefits (18 months for the chief executive officer);
- 100% accelerated vesting of equity awards that are assumed or substituted in connection with a Qualifying Termination (as defined under the Company Severance Plan).

A copy of the Company Severance Plan is included as Exhibit 10.1 to the Current Report on Form 8-K filed by the Company on June 23, 2014, and all references in this item to the Company Severance Plan are qualified by reference to the full copy of the plan included in that exhibit.

Retention Agreements

Under the terms of the Merger Agreement, the payment of the Option Payments as to any unvested options held by an executive officer of the Company will be paid out only in accordance with the terms of the Retention Agreements.

The Retention Agreements for each of Messrs. Raun, Whipple, Schaeffer, Grubisich and Chisvin provide that such individual will only be paid the related Option Payments for each unvested Company Option held by them as of immediately prior to the Effective Time on the earliest to occur of (A) January 2, 2015 (or the first anniversary of the Closing for Mr. Raun) (in each case, subject to continued employment) or (B) the date such individual's employment is terminated without Cause (as defined in the PLX Severance Plan), for Good Reason (as defined in the PLX Severance Plan) or by reason of death or permanent disability. The Retention Agreement for Mr. Meduri provides that he will be paid the related Option Payments for each unvested Company Option held by him as of immediately prior to the Effective Time, as follows: 50% of the total Option Payments on the first anniversary of the Closing and 50% of the total Option Payments on the second anniversary of the Closing (subject to continued employment); provided, however, that if Mr. Meduri's employment is terminated without Cause, for Good Reason or by reason of death or permanent disability prior to an applicable anniversary, all unpaid Option Payments will be paid at such time. The definitions of "Cause" and "Good Reason" in all of the Retention Agreements are the same as in the Severance Plan.

The Retention Agreements also provide for retention bonuses in the event the Named Executive Officers and Mr. Chisvin remain employed as of January 2, 2015 (or the first anniversary of the Closing for Mr. Raun and the first and second anniversaries for Mr. Meduri) equal to (a) the sum of (i) 100% of the individual's base salary (or 150% for Mr. Raun), plus (ii) the individual's target bonus under the variable compensation plan then in effect and, only with respect to Messrs. Whipple, Schaeffer, Grubisich and Chisvin, minus (b) the amount, if any, previously paid to such individual in respect of the PLX 2014 variable compensation plan; provided, however, that the retention bonus for Mr. Meduri will be equal to the sum of (i) 100% of Mr. Meduri's base salary plus (ii) Mr. Meduri's target bonus under the variable compensation plan then in effect, and will be paid as to 50% of such amount on the first anniversary of the Closing, and as to 50% on the second anniversary of the Closing. The payment of the retention bonuses will also be triggered in the event that any of the Named Executive Officers or Mr. Chisvin is terminated by the Company other than for Cause, by such individual for Good Reason or by reason of death or permanent disability, prior to the applicable payment date for such individual. The payment of the retention bonuses are subject to delivery of an effective release by the applicable individual.

Any amounts received by a Named Executive Officer or Mr. Chisvin under the Retention Agreements are in lieu of the right to receive the lump sum cash payment and accelerated vesting of equity provided under the Severance Plan.

This description of the Retention Agreements is qualified in its entirety by reference to such Retention Agreements, which we have filed as Exhibits (d)(7) through (d)(13) to the Schedule TO.

12. Purpose of the Offer; Plans for the Company.

Purpose of the Offer

We are making the Offer pursuant to the Merger Agreement in order to acquire control of, and following the Merger, the entire equity interest in, the Company while allowing the Company's stockholders an opportunity to receive the Offer Price promptly by tendering their Shares into the Offer. The Merger will be governed by Section 253 of Delaware Law, or, in the event that Section 253 is inapplicable, Section 251(h) of Delaware Law. Accordingly, subject to the satisfaction or waiver of the conditions set forth in the Merger Agreement, we and the Company have agreed to take all necessary and appropriate actions to cause the Merger to become effective as soon as possible following the consummation of the Offer, without a meeting of stockholders of the Company, in accordance with Delaware Law.

Holders of Shares who tender their Shares into the Offer will cease to have any equity interest in the Company and will no longer participate in the future growth of the Company. If the Merger is consummated, the current holders of Shares will no longer have an equity interest in the Company and instead will only have the right to receive an amount in cash equal to the Offer Price or, to the extent that holders of Shares are entitled to and have properly demanded appraisal in connection with the Merger, the amounts to which such holders of Shares are entitled in accordance with Delaware Law.

Plans for the Company

The Merger Agreement provides that, subject to the satisfaction or waiver of the conditions set forth in the Merger Agreement, following the consummation of the Offer, we will be merged with and into the Company and that, following the Merger and until thereafter amended, the certificate of incorporation and bylaws of the surviving corporation will be amended so as to read in their entirety in the forms attached to the Merger Agreement. From and after the Effective Time until their successors are duly elected or appointed, (i) the Purchaser's directors as of the Effective Time will be the directors of the surviving corporation and (ii) the officers of the Purchaser as of the Effective Time will be the officers of the surviving corporation. We will continue to evaluate the businesses and operations of the Company during the pendency of the Offer and the Merger and will take such actions as we deem appropriate under the circumstances then existing.

Thereafter, we intend to review such information as part of a comprehensive review of the Company's businesses, operations, capitalization and management with a view to optimizing development of the Company's potential in conjunction with Parent's existing businesses. We currently expect to move the Company's employees from the Company's current principal place of business in Sunnyvale, California, to a Parent office in San Jose, California. We plan to incorporate the Company into a division of Parent. As part of that integration, we will evaluate the Company's corporate structure and may restructure parts of it to better fit into our own structure, which may include eliminating or consolidating certain Company entities and/or personnel. Except with respect to the Company's 401(k) plan, which will be terminated upon the closing of the Merger, the Company's employee policies are currently expected to remain unchanged, though we may harmonize some during the integration of the two companies.

In the ordinary course of running our business, we periodically, and on an ongoing basis, evaluate the disposition or termination of businesses or assets that do not fit with our core businesses or strategy. As a result, in the ordinary course, we may consider divesting or terminating portions of the Company's business, but do not

have any specific plans to do so at this time. Plans may change based on further analysis including changes in the Company's businesses, corporate structure, charter, bylaws, capitalization, board of directors, management, officers, indebtedness or dividend policy, although, except as disclosed in this Offer to Purchase, we and Parent have no current plans with respect to any of such matters.

Following the Merger, all Shares will be delisted from the NASDAQ and deregistered under the Exchange Act.

Except as described above or elsewhere in this Offer to Purchase, we do not have any present plans or proposals that would relate to or result in (i) any extraordinary transaction involving the Company or any of its subsidiaries (such as a merger, reorganization or liquidation), (ii) any purchase, sale or transfer of a material amount of assets of the Company or any of its subsidiaries, (iii) any material change in the Company's present dividend rate or policy or indebtedness or capitalization, (iv) any change in the Company's Board of Directors or management, (v) any other material change in the Company's corporate structure or business, (vi) any class of equity securities of the Company being delisted from a national securities exchange or ceasing to be authorized to be quoted in an automated quotation system operated by a national securities association or (vii) any class of equity securities of the Company becoming eligible for termination of registration pursuant to Section 12(g) of the Exchange Act.

To the best knowledge of Purchaser, Parent and Avago, except for certain pre-existing agreements discussed in Section 11 — "The Merger Agreement; Other Agreements — Severance Plan and Executive Officer Retention Agreements", no employment, equity contribution, or other agreement, arrangement or understanding between any executive officer or director of the Company, on the one hand, and Parent, Purchaser or the Company, on the other hand, existed as of the date of the Merger Agreement, and neither the Offer nor the Merger is conditioned upon any executive officer or director of the Company entering into any such agreement, arrangement or understanding.

It is possible that certain members of the Company's current management team will enter into new employment arrangements with the Company after the completion of the Offer and the Merger. Any such arrangements with the existing management team are currently expected to be entered into after the completion of the Offer and will not become effective until the time the Merger is completed, if at all. There can be no assurance that any parties will reach an agreement on any terms, or at all.

The Company (acting through its compensation committee or special committee as required by Rule 14d-10(d)(2)), prior to the Expiration Date, has taken or will take all such steps as may be required to cause any such compensation arrangements entered into by the Company or its subsidiary to be approved or ratified (to the extent not previously so approved or ratified) as "employment compensation, severance or other employee benefit arrangement" by the compensation committee as required by Rule 14d-10(d)(2)(ii) comprised solely of "independent directors" (in accordance with the requirements of Rule 14d-10(d)(2) under the Exchange Act and the instructions thereto) of the Company in accordance with Rule 14d-10(d)(2) under the Exchange Act for purposes of satisfying the requirements of the non-exclusive safe-harbor set forth in that rule.

13. Certain Effects of the Offer.

Because the Merger will be governed by Section 253 of Delaware Law, or, in the event that Section 253 is inapplicable, Section 251(h) of Delaware Law, no stockholder vote will be required to consummate the Merger. Subject to the satisfaction or waiver of the conditions set forth in the Merger Agreement, we and the Company have agreed to take all necessary and appropriate actions to cause the Merger to become effective as promptly as practicable following the consummation of the Offer. We do not expect there to be a significant period of time between the consummation of the Offer and the consummation of the Merger.

Market for Shares. The purchase of Shares pursuant to the Offer will reduce the number of holders of Shares and the number of Shares that might otherwise trade publicly, which could adversely affect the liquidity and

market value of the remaining Shares held by stockholders other than Parent and its affiliates. Neither Parent nor its affiliates can predict whether the reduction in the number of Shares that might otherwise trade publicly would have an adverse or beneficial effect on the market price for, or marketability of, Shares or whether such reduction would cause future market prices to be greater or less than the Offer Price.

NASDAQ Listing. Depending upon the number of Shares purchased pursuant to the Offer, the Shares may no longer meet the requirements for continued listing on NASDAQ. According to the published NASDAQ guidelines, NASDAQ would consider delisting the Shares if, among other things, the total number of holders of Shares falls below 400 or the number of publicly held Shares (as determined pursuant to NASDAQ rules) falls below 750,000. If, as a result of the purchase of Shares pursuant to the Offer or otherwise, the Shares no longer meet the requirements of NASDAQ for continued listing and such listing is discontinued, the market for Shares could be adversely affected.

If NASDAQ were to delist the Shares, it is possible that the Shares would continue to trade on another securities exchange or in the over-the-counter market and that price or other quotations would be reported by such exchange or other sources. The extent of the public market for the Shares and the availability of such quotations would depend, however, upon such factors as the number of stockholders and/or the aggregate market value of the publicly traded Shares remaining at such time, the interest in maintaining a market in the Shares on the part of securities firms, the possible termination of registration under the Exchange Act (as described below), and other factors. Trading in the Shares will cease upon the Effective Time if trading has not ceased earlier as discussed above.

Exchange Act Registration. The Shares are currently registered under the Exchange Act. As a result, the Company currently files periodic reports with the SEC on account of the Shares. The purchase of the Shares pursuant to the Offer may result in the Shares becoming eligible for deregistration under the Exchange Act. Registration may be terminated upon application of the Company to the SEC if the Shares are neither listed on a national securities exchange nor held by 300 or more holders of record. Termination of the registration of the Shares under the Exchange Act would, assuming there are no other remaining public reporting obligations applicable to the Company, substantially reduce the information that the Company must furnish to holders of Shares and to the SEC and would make certain provisions of the Exchange Act, including the short-swing profit recovery provisions of Section 16(b) of the Exchange Act and the requirement of furnishing a proxy statement or information statement in connection with stockholders' meetings or actions in lieu of a stockholders' meeting pursuant to Section 14(a) or 14(c) of the Exchange Act and the related requirement to furnish an annual report to stockholders, no longer applicable with respect to the Shares. In addition, if the Shares are no longer registered under the Exchange Act, the requirements of Rule 13e-3 under the Exchange Act with respect to "going private" transactions would no longer be applicable to the Company. Furthermore, the ability of the Company's affiliates and persons holding restricted securities to dispose of such securities pursuant to Rule 144 or Rule 144A under the Securities Act of 1933, as amended, could be impaired or eliminated.

Margin Regulations. The Shares are currently "margin securities" under the regulations of the Board of Governors of the Federal Reserve System (the "Federal Reserve Board"), which has the effect, among other things, of allowing brokers to extend credit using the Shares as collateral, subject to certain limitations. Depending upon factors similar to those described above regarding listing and market quotations, following the Offer, the Shares may no longer constitute "margin securities" for the purposes of the margin regulations of the Federal Reserve Board, in which case the Shares would be ineligible as collateral for margin loans made by brokers.

14. Dividends and Distributions.

As discussed in Section 11 — "The Merger Agreement; Other Agreements — The Merger Agreement — Conduct of Business of the Company," the Merger Agreement provides that, from the date of the Merger Agreement to the consummation of the Offer, without the prior written approval of Parent, the Company will not,

and will not allow its subsidiaries to, authorize or pay any dividends on or make any distribution with respect to the outstanding Shares (other than dividends and distributions by a direct or indirect wholly owned subsidiary of the Company to its parent, distributions under the ESOP as permitted by the Merger Agreement and distributions resulting from the vesting or exercise of Company Options or the vesting and settlement of Company RSUs outstanding on the date of the Merger Agreement).

15. Conditions to the Offer.

Notwithstanding any other provisions of the Offer or the Merger Agreement and in addition to the Purchaser's rights to extend, amend or terminate the Offer in accordance with the provisions of the Merger Agreement and applicable law, we will not be required to accept for payment or pay, and may delay the acceptance for payment of, and the payment for, any validly tendered Shares, if:

- the Minimum Condition has not been satisfied at the Expiration Date;
- the Required Governmental Approvals have not been obtained or any waiting period (or extension thereof) or mandated filing has not lapsed at or prior to the Expiration Date; or
- there has been instituted any action by any governmental authority of competent jurisdiction (A) against us, Parent, the Company or any subsidiary of the Company, or (B) otherwise in connection with the Offer or the Merger, which remains pending and the outcome of which would reasonably be expected to:
    - make illegal, restrain, prohibit the making or consummation of the Offer or the Merger;
    - make illegal, restrain or prohibit the ownership or operation by Parent, the Company or any of their respective subsidiaries, of all or any portion of the assets or businesses of Parent, the Company or any of their respective subsidiaries as a result of or in connection with the Offer or the Merger or compel Parent or any of its subsidiaries to dispose of or hold separately all or any portion of the business or assets of Parent, the Company or any of their respective subsidiaries or impose any limitations on the ability of Parent, the Company or any of their respective subsidiaries to conduct its business or own such assets; or
    - make illegal, restrain, prohibit or impose any limitations on the ability of Parent or the Purchaser effectively to acquire, hold or exercise full rights of ownership of the Shares to be acquired pursuant to the Offer or otherwise in the Merger, including the right to vote any Shares acquired or owned by Parent, the Purchaser or their respective subsidiaries on all matters properly presented to the stockholders of the Company;
- any law or order is enacted, entered, enforced, promulgated or which is deemed applicable pursuant to an authoritative interpretation by or on behalf of a governmental authority of competent jurisdiction with respect to the Offer or the Merger, other than the application to the Offer or the Merger of any applicable waiting period or other requirement under any Required Governmental Approvals, which would reasonably expected to result in the inability of Parent, the Purchaser or the Company to consummate the Merger;
- (A) any representation or warranty of the Company with respect to its capitalization, authorization of the Merger Agreement and related transactions or broker's fees fail to be true and correct in all material respects, as of the date of the Merger Agreement or as of the date of consummation of the Offer with the same force and effect as if made on and as of such date, except for representations and warranties that relate to a specific date or time (which need only be true and correct in all material respects as of such date or time) or (B) any other representation or warranty of the Company contained in the Merger Agreement (without giving effect to any references to any material adverse effect or materiality qualifications and other qualifications based upon the concept of materiality or similar phrases contained therein) fail to be true and correct in any respect as of the date of the Merger Agreement or as of the date of consummation of the Offer with the same force and effect as if made on and as of such date, except for representations and warranties that relate to a specific date or time (which need only be

true and correct as of such date or time), except as has not had, individually or in the aggregate with all other failures to be true or correct, a material adverse effect on the Company;

- the Company breaches or fails, in any material respect, to perform or to comply with any material agreement or covenant to be performed or complied with by it under the Merger Agreement and such breach or failure is not cured prior to the Expiration Date;
- there has occurred since the date of the Merger Agreement and is continuing a Company material adverse effect;
- the Company fails to deliver a certificate of the Company, executed by the Chief Executive Officer and the Chief Financial Officer of the Company, dated as of the Expiration Date, to the effect that the conditions to the Offer set forth in the Merger Agreement have been satisfied;
- an Adverse Recommendation Change occurs and is not withdrawn or the Company approves, endorses or recommends a Competing Proposal other than the Offer or the Merger; or
- the Merger Agreement is terminated in accordance with its terms.

The foregoing conditions are for the sole benefit of us and may be asserted by us regardless of the circumstances giving rise to any such conditions (except if any breach of the Merger Agreement by Parent or the Purchaser has been the primary cause of or primarily resulted in the failure or the non-satisfaction of any such condition) and may be waived by the Purchaser in whole or in part at any time and from time to time in its sole discretion, in each case subject to the terms of the Merger Agreement and the applicable rules and regulations of the SEC; *provided*, *however*, that the Minimum Condition and the Required Governmental Approvals may be waived by us only with the prior written consent of the Company.

16. Adjustments to Prevent Dilution.

In the event that, notwithstanding the Company's covenant to the contrary (See Section 11 — "The Merger Agreement; Other Agreements — The Merger Agreement — Conduct of Business of the Company"), between the date of the Merger Agreement and the Effective Time, the Company effects a stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into Shares), cash dividend, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to the Shares, the Offer Price will be adjusted appropriately, and such adjustment to the Offer Price will provide to the holders of Shares the same economic effect as contemplated by the Merger Agreement prior to such action.

17. Certain Legal Matters; Regulatory Approvals.

General

Based on our, Avago's and Parent's review of publicly available filings by the Company with the SEC and other information regarding the Company, neither we nor Avago or Parent are aware of any governmental license or regulatory permit that appears to be material to the Company's business that might be adversely affected by our acquisition of Shares as contemplated in this Offer to Purchase or, except as set forth below, of any approval or other action by any governmental, administrative or regulatory authority or agency, domestic or foreign, that would be required for the acquisition or ownership of Shares by us as contemplated in this Offer to Purchase. However, there can be no assurance that any such approval or other action, if needed, would be obtained (with or without substantial conditions) or that if such approvals were not obtained or such other actions were not taken, adverse consequences might not result to the Company's business, or certain parts of the Company's business might not have to be disposed of, any of which may give us the right to not accept for payment and pay for Shares in the Offer. See Section 15 — "Conditions to the Offer."

Litigation

Following announcement of the proposed transaction, six putative class action lawsuits have been filed by shareholders against the Company, its directors, Avago, Parent and/or us challenging the transactions

contemplated by the Merger Agreement. The complaints allege, among other things, that the Company's directors breached their fiduciary duties to the Company's stockholders by seeking to sell the Company for an inadequate price, pursuant to an unfair process, and by agreeing to preclusive deal protections in the Merger Agreement. Plaintiffs allege that the Company, Avago, Parent and/or the Purchaser aided and abetted the alleged fiduciary breaches. The complaint seeks, among other things, equitable relief to enjoin the consummation of the proposed transaction contemplated by the Merger Agreement, and attorneys' fees and costs. The actions are captioned *Cox v. Raun et al.*, No. 1-14-CV-267079 (Cal. Super. Ct., Santa Clara); *Ellis v. Salameh et al.*, No. 1-14-CV-267171 (Cal. Super. Ct., Santa Clara); *Varghese v. PLX Technologies, Inc. et al.*, No. 9837-VCL (Del. Ch.); *Feinstein v. PLX Technology, Inc. et al.*, C.A. 9839-VCL (Del. Ch.); *Price v. PLX Technology et al.*, No. 9853- (Del. Ch.); and *Golden vs. Plx Technology, Inc. et al.*, No. 1-14-CV-267531 (Cal. Super. Ct., Santa Clara).

State Takeover Statutes

A number of states (including Delaware, where the Company is incorporated) have adopted takeover laws and regulations that purport, to varying degrees, to be applicable to attempts to acquire securities of corporations that are incorporated in such states or that have substantial assets, stockholders, principal executive offices or principal places of business in such states. To the extent that certain provisions of certain of these state takeover statutes purport to apply to the Offer or the Merger, we believe there are reasonable bases for contesting such laws. In Edgar v. *MITE Corp.*, the Supreme Court of the United States invalidated on constitutional grounds the Illinois Business Takeover Statute that, as a matter of state securities law, made takeovers of corporations meeting certain requirements more difficult. However, in 1987, in *CTS Corp. v. Dynamics Corp. of America*, the Supreme Court held that the State of Indiana could, as a matter of corporate law, constitutionally disqualify a potential acquiror from voting shares of a target corporation without the prior approval of the remaining stockholders where, among other things, the corporation is incorporated in, and has a substantial number of stockholders in, the state. Subsequently, in *TLX Acquisition Corp. v. Telex Corp.*, a Federal District Court in Oklahoma ruled that the Oklahoma antitakeover statutes were unconstitutional insofar as they apply to corporations incorporated outside Oklahoma in that they would subject such corporations to inconsistent regulations. Similarly, in *Tyson Foods, Inc. v. McReynolds*, a Federal District Court in Tennessee ruled that four Tennessee takeover statutes were unconstitutional as applied to corporations incorporated outside Tennessee. This decision was affirmed by the United States Court of Appeals for the Sixth Circuit.

Section 203 of Delaware Law restricts an "interested stockholder" (including a person who owns or has the right to acquire 15% or more of the corporation's outstanding voting stock) from engaging in a "business combination" (defined to include mergers and certain other actions) with certain Delaware corporations for a period of three years following the time such person became an interested stockholder. These restrictions will not be applicable to us, Avago and Parent because the Company's Board of Directors has unanimously authorized, approved and declared advisable the Offer, the Merger, the Merger Agreement and the other transactions contemplated thereby, including for purposes of Section 203.

We are not aware of any other state takeover laws or regulations that are applicable to the Offer or the Merger and have not attempted to comply with any state takeover laws or regulations. If any government official or third party should seek to apply any such state takeover law to the Offer or the Merger or any of the other transactions contemplated by the Merger Agreement, we will take such action as then appears desirable, which action may include challenging the applicability or validity of such statute in appropriate court proceedings. In the event it is asserted that one or more state takeover statutes are applicable to the Offer or the Merger and an appropriate court does not determine that it is or they are inapplicable or invalid as applied to the Offer or the Merger, we might be required to file certain information with, or to receive approvals from, the relevant state authorities or holders of Shares, and we might be unable to accept for payment or pay for Shares tendered pursuant to the Offer, or might be delayed in continuing or consummating the Offer or the Merger. In such case, we may not be obligated to accept for payment or pay for any tendered Shares. See Section 15 — "Conditions to the Offer."

Going Private Transactions

The SEC has adopted Rule 13e-3 under the Exchange Act which is applicable to certain "going private" transactions and which may under certain circumstances be applicable to the Merger or another business combination following the purchase of Shares pursuant to the Offer in which the Purchaser seeks to acquire the remaining Shares not held by it. The Purchaser believes that Rule 13e-3 will not be applicable to the Merger because it is anticipated that the Merger will be effected within one year following the consummation of the Offer and, in the Merger, stockholders will receive the same price per Share as paid in the Offer.

Antitrust Compliance

HSR Act

Under the HSR Act and the related rules and regulations that have been promulgated thereunder by the FTC, certain acquisition transactions may not be consummated unless certain information and documentary materials have been furnished to the Antitrust Division of the DOJ and the FTC and certain waiting period requirements have been satisfied. The requirements of the HSR Act apply to the acquisition of Shares in the Offer and the Merger.

Under the HSR Act and the rules and regulations promulgated thereunder by the FTC, the initial waiting period for a cash tender offer is 15 days, but this period may be shortened if the reviewing agency grants "early termination" of the waiting period, or it may be lengthened if the acquiring person voluntarily withdraws and re-files to allow a second 15-day waiting period, or if the reviewing agency issues a formal request for additional information and documentary material.

Parent and the Company have each filed a Premerger Notification and Report Form with the FTC and the Antitrust Division for review in connection with the Offer. The initial waiting period applicable to the purchase of Shares pursuant to the Offer will expire at 11:59 p.m. (New York time) on July 17, 2014, prior to the initial expiration date of the Offer, unless the waiting period is terminated or extended by a request for additional information and documentary material from the FTC or the Antitrust Division prior to that time.

The FTC and the Antitrust Division will consider the legality under the antitrust laws of Parent's proposed acquisition of Shares pursuant to the Offer. At any time before or after the Purchaser's acceptance for payment of Shares pursuant to the Offer, if the Antitrust Division or the FTC believes that the Offer would violate the U.S. federal antitrust laws by substantially lessening competition in any line of commerce affecting U.S. consumers, the FTC and the Antitrust Division have the authority to challenge the transaction by seeking a federal court order enjoining the transaction or, if Shares have already been acquired, requiring disposition of such Shares, or the divestiture of substantial assets of Parent, the Purchaser, the Company or any of their respective subsidiaries or affiliates. U.S. state attorneys general and private persons may also bring legal action under the antitrust laws seeking similar relief or seeking conditions to the completion of the Offer. While we believe that the consummation of the Offer will not violate any antitrust laws, there can be no assurance that a challenge to the Offer on antitrust grounds will not be made or, if a challenge is made, what the result will be. If any such action is threatened or commenced by the FTC, the Antitrust Division or any state or any other person, the Purchaser may not be obligated to consummate the Offer or the Merger.

Chapter VII of the Act Against Restraints of Competition of 1958 of Germany, as amended

Under the provisions of the German Act against Restraints on Competition of 1958, as amended ("ARC"), the acquisition of Shares pursuant to the Offer may be consummated only if the acquisition is approved by the German Federal Cartel Office ("FCO"), either by written approval or by expiration of a one-month waiting period commenced by the filing by Parent of a complete notification (the "German Notification") with respect to the Offer, unless the FCO notifies Parent within the one-month waiting period of the initiation of an in-depth investigation. If the FCO initiates an in-depth investigation, the acquisition of Shares under the Offer may be

consummated only if the acquisition is approved by the FCO, either by written approval or by expiration of a four-month waiting period commenced by the filing of the German Notification, unless the FCO notifies Parent within the four-month waiting period that the acquisition satisfies the conditions for a prohibition and may not be consummated. The written approval by the FCO or the expiration of any applicable waiting period is a condition to the Purchaser's obligation to accept for payment and pay for Shares tendered pursuant to the Offer. We do not believe that an additional filing will be required under the ARC in connection with the Merger if the acquisition of Shares occurs under the Offer. See Section 15 — "Certain Conditions to the Offer."

Appraisal Rights

Holders of Shares will not have appraisal rights in connection with the Offer. However, if the Purchaser purchases Shares in the Offer, and the Merger is completed, holders of Shares immediately prior to the Effective Time who (i) did not tender their Shares in the Offer; (ii) follow the procedures set forth in Section 262 of Delaware Law; and (iii) do not thereafter withdraw their demand for appraisal of such Shares or otherwise lose their appraisal rights, in each case in accordance with Delaware Law, will be entitled to have their Shares appraised by the Delaware Court of Chancery and to receive payment of the "fair value" of such shares, exclusive of any element of value arising from the accomplishment or expectation of the Merger, together with interest, if any, to be paid upon the amount determined to be full value as determined by such court in accordance with Delaware Law. The "fair value" could be greater than, less than or the same as the Offer Price or the consideration payable in the Merger (which is equivalent in amount to the Offer Price).

If the Offer is consummated and then, subject to the terms and conditions of the Merger Agreement, the Merger is consummated, regardless of whether the Merger is effected pursuant to Section 253 or Section 251(h) of Delaware Law, (i) the holders of Shares immediately prior to the Effective Time who did not tender their Shares in the Offer and have otherwise complied with the applicable procedures under Delaware Law will be entitled to seek to have a Delaware court determine the "fair value" of such Shares and (ii) stockholders who do not validly exercise appraisal rights under Delaware Law will receive the same Merger Consideration for their Shares as was payable pursuant to the Offer.

The following discussion is not a complete statement of the law pertaining to appraisal rights under Delaware Law and is qualified in its entirety by the full text of Section 262 of Delaware Law, which is attached as Annex B hereto. All references in Section 262 of Delaware Law and in this summary to a "stockholder" are to the record holder of Shares immediately prior to the Effective Time as to which appraisal rights are asserted. A person having a beneficial interest in Shares held of record in the name of another person, such as a broker or nominee, must act promptly to cause the record holder to follow the steps summarized below properly and in a timely manner to perfect appraisal rights. Stockholders should carefully review the full text of Section 262 of Delaware Law as well as the information discussed below.

The Schedule 14D-9 constitutes the formal notice of appraisal rights under Section 262 of Delaware Law. Under Delaware Law, no additional notice is required to be provided to the stockholders of the Company prior to the Effective Time and Avago, Parent, the Purchaser and the Company do not intend to provide, prior to the Effective Time, any additional notice describing appraisal rights. Any holder of Shares who wishes to exercise such appraisal rights or who wishes to preserve his, her or its right to do so, should review the following discussion, Schedule 14D-9 and Section 262 of Delaware Law carefully because failure to timely and properly comply with the procedures specified will result in the loss of appraisal rights under Delaware Law. Within ten (10) days following the Effective Time, the Company will provide notice of the effective date of the Merger to each stockholder who is entitled to appraisal rights and who has demanded appraisal of such holder's Shares in accordance with Section 262 of Delaware Law within the later of the consummation of the Offer and July 28, 2014. The consummation of the Offer will occur when we have accepted for payment, and thereby purchased, the tendered Shares following the Expiration Date, which we are obligated to do as promptly as practicable and in any event not more than two business days after the first Expiration Date upon which the conditions pursuant to the Merger Agreement are satisfied or waived. See Section 2 — "Acceptance for Payment and Payment for Shares."

Any stockholder wishing to exercise appraisal rights is urged to consult legal counsel before attempting to exercise such rights. As described more fully in the Schedule 14D-9, if a stockholder elects to exercise appraisal rights under Section 262 of Delaware Law, such stockholder must do all of the following:

- before the later of the consummation of the Offer (which will occur when we have accepted for payment, and thereby purchased, the tendered Shares following the Expiration Date (see Section 2 — "Acceptance for Payment and Payment for Shares")) and July 28, 2014, deliver to the Company at the address indicated below a written demand for appraisal of Shares held, which demand must reasonably inform the Company of the identity of the stockholder, that the stockholder is demanding appraisal and the number of shares for which they seek appraisal;
- not tender the stockholder's Shares in the Offer; and
- continuously hold of record the Shares from the date on which the written demand for appraisal is made through the Effective Time.

Written Demand by the Record Holder. All written demands for appraisal should be addressed to PLX Technology, Inc., 870 W. Maude Avenue, Sunnyvale, California 94085. Attention: Arthur O. Whipple. The written demand for appraisal must be executed by or for the record holder of Shares, fully and correctly, as such holder's name appears on the certificate(s) for the Shares owned by such holder and must state that such holder intends thereby to demand appraisal of such holder's Shares.

In determining fair value, the Delaware Court of Chancery will take into account all relevant factors. In *Weinberger v. UOP, Inc.*, the Supreme Court of Delaware discussed the factors that could be considered in determining fair value in an appraisal proceeding, stating that "proof of value by any techniques or methods which are generally considered acceptable in the financial community and otherwise admissible in court" should be considered, and that "fair price obviously requires consideration of all relevant factors involving the value of a company." The Delaware Supreme Court stated that, in making this determination of fair value, the Court of Chancery must consider market value, asset value, dividends, earnings prospects, the nature of the enterprise and any other facts that could be ascertained as of the date of the merger that throw any light on future prospects of the merged corporation. Section 262 of Delaware Law provides that fair value is to be "exclusive of any element of value arising from the accomplishment or expectation of the merger [.]" In *Cede & Co. v. Technicolor, Inc.*, the Delaware Supreme Court stated that such exclusion is a "narrow exclusion that does not encompass known elements of value," but which rather applies only to the speculative elements of value arising from such accomplishment or expectation. In *Weinberger*, the Supreme Court of Delaware also stated that "elements of future value, including the nature of the enterprise, which are known or susceptible of proof as of the date of the merger and not the product of speculation, may be considered."

The foregoing summary does not purport to be a complete statement of the procedures to be followed by stockholders desiring to exercise appraisal rights in connection with the Merger and is qualified in its entirety by reference to Section 262 of Delaware Law. Any stockholder who has duly demanded and perfected appraisal rights in compliance with Section 262 of Delaware Law will not, after the Effective Time, be entitled to vote his or her Shares for any purpose or be entitled to the payment of dividends or other distributions thereon, except dividends or other distributions payable to holders of record of Shares as of a date prior to the Effective Time. If a stockholder withdraws or loses the right to appraisal, then, subject to the satisfaction or waiver of the conditions to the Offer and the Merger, upon consummation of the Merger, such stockholder will be entitled to receive the per share Merger Consideration.

If you wish to exercise your appraisal rights, you must not tender your Shares in the Offer and must strictly comply with the procedures set forth in Section 262 of Delaware Law. If you fail to take any required step in connection with the exercise of appraisal rights, it will result in the termination or waiver of your appraisal rights.

Stockholder Approval Not Required

If, after the consummation of the Offer, we and any other subsidiary of Parent hold at least 90% of the issued and outstanding Shares (the "Short-Form Threshold"), we intend to effect a merger under the short-form merger provisions of Section 253 of Delaware Law, without a meeting of the stockholders of the Company. If we consummate the Offer but do not reach the Short-Form Threshold, then we and the Company have agreed to take all necessary and appropriate actions to cause the Merger to become effective as promptly as practicable following the consummation of the Offer, without a meeting of stockholders of the Company, in accordance with Section 251(h) of Delaware Law.

Section 251(h) of Delaware Law provides that stockholder approval of a merger is not required if certain requirements are met, including that (1) the acquiring company consummates a tender offer for any and all of the outstanding common stock of the company to be acquired that, absent Section 251(h) of Delaware Law, would be entitled to vote on the merger, (2) following the consummation of such tender offer, the acquiring company owns at least such percentage of the stock of the company to be acquired that, absent Section 251(h) of Delaware Law, would be required to adopt the merger, and (3) at the time that the board of directors of the company to be acquired approves the merger, no other party to the merger agreement is an interested stockholder under Delaware Law. If the Minimum Condition is satisfied and we accept Shares for payment pursuant to the Offer, we will hold a sufficient number of Shares to ensure that the Company will not be required to submit the adoption of the Merger Agreement to a vote of the stockholders of the Company. Subject to the satisfaction or waiver of the conditions set forth in the Merger Agreement and the inapplicability of Section 253 of Delaware Law, we and the Company have agreed to take all necessary and appropriate actions to cause the Merger to become effective as soon as possible following the consummation of the Offer, without a meeting of stockholders of the Company in accordance with Section 251(h) of Delaware Law. In either case, if the aforementioned conditions are met and the Merger is effected pursuant to Section 253 or Section 251(h) of Delaware Law, the Merger will take place without a vote or any further action by the stockholders of the Company.

18. Fees and Expenses.

Barclays Capital Inc. is acting as Dealer Manager in connection with the Offer. We have agreed to reimburse Barclays Capital Inc. for reasonable out-of-pocket costs and expenses incurred in connection with its engagement as Dealer Manager, and to indemnify it and certain related parties against specified liabilities. The Dealer Manager may contact holders of Shares by mail, telephone, telecopy, telegraph and personal interview and may request brokers, dealers, commercial banks, trust companies and other nominees to forward materials relating to the Offer to beneficial owners of Shares.

We have retained Georgeson Inc. to act as the Information Agent and Computershare Trust Company, N.A. to act as the Depositary and the Tabulation Agent in connection with the Offer. The Information Agent may contact holders of Shares by mail, telephone, telecopy, telegraph and personal interview and may request brokers, dealers, commercial banks, trust companies and other nominees to forward materials relating to the Offer to beneficial owners of Shares.

The Information Agent, the Depositary and the Tabulation Agent each will receive reasonable and customary compensation for their respective services in connection with the Offer, will be reimbursed for reasonable expenses and will be indemnified against certain liabilities and expenses in connection therewith.

Neither we, nor Parent nor Avago, will pay any fees or commissions to any broker or dealer or any other person (other than to the Depositary, the Tabulation Agent, the Information Agent and the Dealer Manager) in connection with the solicitation of tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks, trust companies and other nominees will, upon request, be reimbursed by us for customary mailing and handling expenses incurred by them in forwarding offering materials to their customers.

19. Miscellaneous.

The Offer is being made to all holders of the Shares. We are not aware of any jurisdiction in which the making of the Offer or the acceptance thereof would be prohibited by securities, "blue sky" or other valid laws of such jurisdiction. If we become aware of any U.S. state in which the making of the Offer or the acceptance of Shares pursuant thereto would not be in compliance with an administrative or judicial action taken pursuant to U.S. state statute, we will make a good faith effort to comply with any such law. If, after such good faith effort, we cannot comply with any such law, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares in such state. In any jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

No person has been authorized to give any information or to make any representation on behalf of us, Parent or Avago not contained in this document or in the Letter of Transmittal, and, if given or made, such information or representation must not be relied upon as having been authorized. No broker, dealer, bank, trust company, fiduciary or other person will be deemed to be the agent of us, Parent, Avago, the Depositary, the Tabulation Agent, the Information Agent or the Dealer Manager or any affiliate of any of them for the purpose of the Offer.

We, Avago and Parent have filed with the SEC a Tender Offer Statement on Schedule TO pursuant to Rule 14d-3 under the Exchange Act, furnishing certain additional information with respect to the Offer, and may file amendments thereto. In addition, a Solicitation/Recommendation Statement on Schedule 14D-9 is being filed with the SEC by the Company pursuant to Rule 14d-9 under the Exchange Act, setting forth the recommendation of the Company's Board of Directors with respect to the Offer and the reasons for such recommendation and furnishing certain additional related information, and the Company may file amendments thereto. The Schedule TO and the Schedule 14D-9, including their respective exhibits, and any amendments to any of the foregoing, may be examined and copies may be obtained from the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549, or may be accessed electronically on the SEC's website at www.sec.gov and are available from the Information Agent at the address and telephone number set forth on the back cover of this Offer to Purchase.

ANNEX A

INFORMATION RELATING TO AVAGO, PARENT AND THE PURCHASER

Parent, a Delaware company formed in September 2005, holds 100% of the capital stock of the Purchaser and is an indirect wholly owned subsidiary of Avago. Each of Parent and the Purchaser are ultimately controlled by Avago, a company formed in August 2005 under the laws of the Republic of Singapore. The principal executive office, telephone number and principal business of each of these entities is described in Section 8 —"Certain Information Concerning Avago, Parent and the Purchaser."

Directors and Executive Officers of Avago, Parent and the Purchaser

Set forth in the tables below are the name, current principal occupation and material positions held during the past five years of each of the directors and executive officers of Avago, Parent and the Purchaser. Except as provided below, the business address of each director and executive officer of Avago, Parent and the Purchaser is 350 W. Trimble Road, San Jose, CA 95131.

Directors and Executive Officers of Avago

Name, Country of Citizenship, Position	Present Principal Occupation or Employment, Material Positions Held During the Past Five Years
Hock E. Tan *United States of America* *President, Chief Executive Officer and Director*	Mr. Tan has served as President, Chief Executive Officer and Director of Avago Technologies Limited since March 2006. From September 2005 to January 2008, he served as Chairman of the board of directors of Integrated Device Technology, Inc. ("IDT"). Prior to becoming chairman of IDT, Mr. Tan was the President and Chief Executive Officer of Integrated Circuit Systems, Inc. ("ICS"), from June 1999 to September 2005. Prior to ICS, Mr. Tan was Vice President of Finance with Commodore International, Ltd. from 1992 to 1994, and previously held senior management positions with PepsiCo, Inc. and General Motors Corporation. Mr. Tan served as managing director of Pacven Investment, Ltd., a venture capital fund in Singapore from 1988 to 1992, and served as managing director for Hume Industries Ltd. in Malaysia from 1983 to 1988.
John T. Dickson *United Kingdom* *Director*	Mr. Dickson served as Executive Vice President and head of Operations of Alcatel-Lucent from May 2010 to January 2012. Mr. Dickson is the former President and Chief Executive Officer of Agere Systems, Inc. ("Agere"), a position he held from August 2000 to October 2005. Prior to joining Agere, Mr. Dickson held positions as the Executive Vice President and Chief Executive Officer of Lucent's Microelectronics and Communications Technologies Group, Vice President of AT&T Corporation's integrated circuit business unit, and Chairman and Chief Executive Officer of SHOgraphics, Inc, as well as senior roles with ICL, plc, and Texas Instruments, Inc. Mr. Dickson also serves as a director of KLA-Tencor Corporation. Within the past five fiscal years, he has served on the board of directors of National Semiconductor Corporation (April 2006 to September 2010), Mettler-Toledo International Inc. (March 2001 to April 2009) and Freescale Semiconductor, Ltd (May 2012 to July 2013).

Name, Country of Citizenship, Position	Present Principal Occupation or Employment, Material Positions Held During the Past Five Years
James V. Diller *United States of America* *Chairman of the Board and Director*	Mr. Diller was a founder of PMC-Sierra, Inc. ("PMC"), serving as PMC's Chief Executive Officer from 1983 to July 1997 and President from 1983 to July 1993. Mr. Diller also served as a director of PMC since its formation in 1983 until December 2013. Mr. Diller was Chairman of PMC's board of directors from July 1993 until February 2000, and was its Vice Chairman from February 2000 until December 2013. Mr. Diller also serves as a director of Intersil Corporation ("Intersil") and served as Intersil's interim President and Chief Executive Officer from December 2012 to March 2013.
Lewis C. Eggerbrecht *United States of America* *Director*	Mr. Eggebrecht served as Vice President and Chief Scientist of Integrated Circuit Systems Inc. ("ICS") from 1998 through May 2003. Mr. Eggebrecht has held various other technical and executive management positions for more than 30 years, including as Chief Multimedia Architect at Phillips Semiconductor Manufacturing Inc., as Graphics Architect at S3 Graphics Limited, and Vice President of Research and Development at Commodore International Limited, and as a small systems architect for 15 years at International Business Machines Corporation ("IBM"). While at IBM, Mr. Eggebrecht was the Chief Architect and Design Team Leader on the original IBM PC. He has also previously served on the board of directors of a number of public and private companies, including, most recently, as a director of Integrated Device Technology Inc. ("IDT"), where he served as a director from 2005 to 2012, and as a director of ICS from 2003 to 2005. Mr. Eggebrecht served as a director of IDT during the negotiation and execution of the Agreement and Plan of Merger between IDT and the Company, but did not directly participate in any negotiations related thereto. See Section 10 — "Background of the Offer; Past Contacts, Transactions, Negotiations and Agreements with the Company." He retired from the board of directors of IDT as of September 13, 2012. Mr. Eggebrecht holds six patents on the IBM PC and has authored two books on PC architecture, over 20 IBM Technical Disclosure Bulletins and trade press articles.
Bruno Guilmart *France Director*	Mr. Guilmart has been President, Chief Executive Officer and a director of Kulicke & Soffa Industries, Inc. ("K&S"), since September 2010. Mr. Guilmart has also been a member of the board of the Singapore Economic Development Board since February 2014. Prior to joining K&S. Mr. Guilmart is also a Board Member of the Singapore Economic Development Board. Mr. Guilmart was President and Chief Executive Officer of Lattice Semiconductor from 2008 until 2010. From 2003 until 2007, he was President and Chief Executive Officer of Advanced Interconnect Technologies ("AIT"), a TPG- Newbridge company. Mr. Guilmart subsequently became Chief Executive Officer of Unisem Group BhD ("Unisem") after AIT was acquired by Unisem in 2007, where he served until July 2008. Prior to Unisem/AIT, Mr. Guilmart was senior vice president of worldwide sales and marketing at Chartered Semiconductor Manufacturing. He also held senior management and engineering positions with Cadence Design Systems, Temic Semiconductors and Hewlett-Packard Company.

Name, Country of Citizenship, Position	Present Principal Occupation or Employment, Material Positions Held During the Past Five Years
Kenneth Y. Hao *United States of America* *Director*	Mr. Hao is a Managing Director of Silver Lake Partners ("Silver Lake"). Prior to joining Silver Lake in 2000, Mr. Hao was an investment banker with Hambrecht & Quist for 10 years, most recently serving as a Managing Director in the Technology Investment Banking group. Mr. Hao previously served as a director of NetScout Systems, Inc. from November 2007 until September 2008. Mr. Hao has been a director of Allyes Online Media Holding Ltd. since 2010 and of SMART Modular Technologies (WWH), Inc. since 2011. Mr. Hao has spent his career investing in and advising technology companies.
Justine F. Lien *United States of America* *Director*	Ms. Lien served as the Chief Financial Officer, Vice President of Finance, Treasurer, and Secretary of Integrated Circuit Systems, Inc., from May 1999 to September 2005 when ICS merged with Integrated Device Technologies, Inc., following which Ms. Lien retired. She joined ICS in 1993, holding titles including Director of Finance and Administration and Assistant Treasurer. Ms. Lien also serves as a Director and Chairperson of the audit committee of SunEdison Semiconductor. Ms. Lien served as a director of Techwell, Inc. from January 2006 until July 2010, where she also served as the Chairperson of the audit committee. Ms. Lien holds a B.A. degree in accounting from Immaculata College and an M.T. degree in taxation from Villanova University, and is a certified management accountant.
Donald Macleod *United States of America* *Director*	Mr. Macleod joined National Semiconductor Corporation in February 1978 and served as its President and Chief Executive Officer from November 2009 to September 2011, when National Semiconductor Corporation was acquired by Texas Instruments Incorporated. He served as National Semiconductor Corporation's President and Chief Operating Officer from the beginning of 2005 until November 2009, and before that he held various other executive and senior management positions at the company including Executive Vice President and Chief Operating Officer and Executive Vice President, Finance and Chief Financial Officer. Mr. Macleod served as the Chairman of the board of directors of National Semiconductor Corporation from May 2010 to September 2011. Mr. Macleod also serves as the Chairman of the board of directors of Intersil Corporation and as a director of Knowles Corporation.
Peter J. Marks *Germany Director*	Mr. Marks is the Chief Executive Officer of Executive Consultant, which he founded in 2013, where he advises business leaders on leadership. Prior to this, Mr. Marks served in various senior management roles with Robert Bosch GmbH, which he originally joined in 1977 and where he remained until December 2011. Most recently, from 2006 until his departure in December 2011, Mr. Marks served as Chairman, President and Chief Executive Officer of Robert Bosch LLC, where he managed all of its business sectors in the Americas, and as a member of Board of Management of Robert Bosch GmbH, with responsibility for worldwide

Name, Country of Citizenship, Position	Present Principal Occupation or Employment, Material Positions Held During the Past Five Years
	coordination for manufacturing and capital investment. Prior to that he also served as a senior executive of Robert Bosch GmbH responsible for various divisions; automotive electronics, semiconductors, body electronics/electric drivers and energy systems. Mr. Marks' qualifications to serve on the Board include his extensive leadership experience in senior management and executive positions with multinational organization, as well as his familiarity with operational and strategic issues relating to technology focused companies with international operations.
Anthony E. Maslowski *United States of America* *Chief Financial Officer*	Mr. Maslowski has served as Chief Financial Officer of Avago Technologies Limited since September 2013 and served as its interim Chief Financial Officer since March 2013. Prior to that Mr. Maslowski served as Vice President and Controller of Avago Technologies Limited since 2008, having joined the Company in 2006 as Vice President of Internal Audit. Prior to joining the Company, Mr. Maslowski served as the Chief Financial Officer for Allegro Manufacturing Pte Ltd from 2002 to 2006 and prior to that, he held senior finance management positions at Lam Research Corporation and Hitachi Data Systems Corporation.
Bryan Ingram *United States of America* *Senior Vice President and Chief Operating Officer*	Mr. Ingram has served as Senior Vice President and Chief Operating Officer of Avago Technologies Limited since April 2013 and prior to that served as Senior Vice President and General Manager, Wireless Semiconductor Division since November 2007 and as Vice President of that division since December 2005. Prior to the closing of Avago Technologies Limited's acquisition of the Semiconductor Products Group ("SPG") of Agilent Technologies, Inc., Mr. Ingram was the Vice President and General Manager, Wireless Semiconductor Division of SPG. He has held various other positions with Hewlett-Packard Company and Agilent Technologies, Inc. Mr. Ingram joined Hewlett-Packard Company in 1990.
Charlie Kawwas *Canada* *Senior Vice President, Worldwide Sales and Corporate Marketing and Chief Sales Officer*	Charlie Kawwas is Senior Vice President, Worldwide Sales and Corporate Marketing and Chief Sales Officer, responsible for global sales and marketing across all Avago business divisions. Dr. Kawwas joined Avago through the acquisition of LSI Corporation ("LSI") in May 2014. From 2010 until he began his current role, Dr. Kawwas was Senior Vice President and head of worldwide sales for LSI. Dr. Kawwas also served as the Vice President of Marketing for Networking at LSI from 2007 to 2010. Before joining LSI, Dr. Kawwas was the leader of Product Line Management for the Optical Ethernet and Multi-service Edge portfolio at Nortel Networks Inc.
Boon Chye Ooi *United States of America* *Senior Vice President, Global Operations*	Mr. Ooi has served as Senior Vice President, Global Operations of Avago Technologies Limited since January 2009. He is responsible for managing Avago's worldwide manufacturing, outsourcing, procurement and logistics, planning and quality programs. From November 2003 until 2008, Mr. Ooi worked at Xilinx, Inc. ("Xilinx"), where he was Senior Vice President of Worldwide Operations and was responsible for all worldwide plant operations,

Name, Country of Citizenship, Position	Present Principal Occupation or Employment, Material Positions Held During the Past Five Years
	supply chain processes, inventory controls, as well as contract electronic component manufacturers. Prior to Xilinx, Mr. Ooi had a long and successful career at Intel Corporation, where he served in a variety of management positions.
Patricia H. McCall *United States of America and United Kingdom* *Vice President, General Counsel*	Ms. McCall has served as Vice President and General Counsel of Avago Technologies Limited since March 2007. She served as Director of Litigation at Adobe Systems from 2006 to 2007. Prior to this, Ms. McCall served as Senior Vice President, General Counsel and Secretary of ChipPAC Inc. from January 2003 to August 2004, when ChipPAC Inc. merged with ST Assembly Test Services Ltd. in August 2004. Ms. McCall served as the Senior Vice President Administration, General Counsel and Secretary of ChipPAC Inc. from November 2000 to January 2003. From November 1995 to November 2000, Ms. McCall was at National Semiconductor Corporation, most recently as Associate General Counsel, and prior to that was a partner at the law firm of Pillsbury, Madison & Sutro. Ms. McCall is also a Barrister in England.

Directors and Executive Officers of Parent

Name, Country of Citizenship, Position	Present Principal Occupation or Employment, Material Positions Held During the Past Five Years
Anthony E. Maslowski *United States of America* *President, Secretary and Director*	Mr. Maslowski has served as President, Secretary and Director of Avago Technologies Wireless Mr. Maslowski has served as Chief Financial Officer of Avago Technologies Limited since September 2013 and served as its interim Chief Financial Officer since March 2013. Prior to that Mr. Maslowski served as Vice President and Controller of Avago Technologies Limited since 2008, having joined the Company in 2006 as Vice President of Internal Audit. Prior to joining the Company, Mr. Maslowski served as the Chief Financial Officer for Allegro Manufacturing Pte Ltd from 2002 to 2006 and prior to that, he held senior finance management positions at Lam Research Corporation and Hitachi Data Systems Corporation.
Bryan Ingram *United States of America* *Vice President*	Mr. Ingram has served as Vice President and General Manager, Wireless Semiconductor Division for Avago Technologies Wireless (U.S.A.) Manufacturing, Inc. since November 2007. Mr. Ingram has served as Senior Vice President and Chief Operating Officer of Avago Technologies Limited since April 2013 and prior to that served as Senior Vice President and General Manager, Wireless Semiconductor Division since November 2007 and as Vice President of that division since December 2005. Prior to the closing of Avago Technologies Limited's acquisition of the Semiconductor Products Group ("SPG") of Agilent Technologies, Inc., Mr. Ingram was the Vice President and General Manager, Wireless Semiconductor Division of SPG. He has held various other positions with Hewlett-Packard Company and Agilent Technologies, Inc. Mr. Ingram joined Hewlett-Packard Company in 1990.

Name, Country of Citizenship, Position	Present Principal Occupation or Employment, Material Positions Held During the Past Five Years
Ivy Pong *United States of America* *Director*	Ms. Pong has served as a Director of Avago Technologies Wireless (U.S.A.) Manufacturing, Inc. since March 2009. Ms. Pong also serves as Vice President of Global Taxation, responsible for worldwide tax planning, reporting, compliance, audit & inquiry, and the local statutory compliance functions for Avago Technologies U.S. Inc. Prior to joining Avago Technologies U.S. in September 2008, Ms. Pong was with KLA-Tencor Corporation and Altera Corporation, where she was responsible for the international tax function.

Directors and Executive Officers of the Purchaser

Name	Present Principal Occupation or Employment, Material Positions Held During the Past Five Years
Hock E. Tan *United States of America* *President and Chief Executive Officer*	Mr. Tan has served as the President and Chief Executive Officer of Pluto Merger Sub, Inc. since its formation in June 2014. Mr. Tan has served as President, Chief Executive Officer and Director of Avago Technologies Limited since March 2006. From September 2005 to January 2008, he served as Chairman of the board of directors of Integrated Device Technology, Inc. (“IDT”). Prior to becoming chairman of IDT, Mr. Tan was the President and Chief Executive Officer of Integrated Circuit Systems, Inc. (“ICS”), from June 1999 to September 2005. Prior to ICS, Mr. Tan was Vice President of Finance with Commodore International, Ltd. from 1992 to 1994, and previously held senior management positions with PepsiCo, Inc. and General Motors Corporation. Mr. Tan served as managing director of Pacven Investment, Ltd., a venture capital fund in Singapore from 1988 to 1992, and served as managing director for Hume Industries Ltd. in Malaysia from 1983 to 1988.
Anthony E. Maslowski *United States of America* *Vice President, Chief Financial Officer and Secretary*	Mr. Maslowski has served as the Vice President, Chief Financial Officer and Secretary of Pluto Merger Sub, Inc. since it was incorporated in June 2014. Mr. Maslowski has served as Chief Financial Officer of Avago Technologies Limited since September 2013 and served as its interim Chief Financial Officer since March 2013. Prior to that Mr. Maslowski served as Vice President and Controller of Avago Technologies Limited since 2008, having joined the Company in 2006 as Vice President of Internal Audit. Prior to joining the Company, Mr. Maslowski served as the Chief Financial Officer for Allegro Manufacturing Pte Ltd from 2002 to 2006 and prior to that, he held senior finance management positions at Lam Research Corporation and Hitachi Data Systems Corporation.
Patricia H. McCall *United States of America and United Kingdom* *Director*	Ms. McCall has served as a Director of Pluto Merger Sub, Inc. since its formation in June 2014. Ms. McCall has served as Vice President and General Counsel of Avago Technologies Limited since March 2007. She served as Director of Litigation at Adobe Systems from 2006 to 2007. Prior to this, Ms. McCall served as Senior Vice President, General Counsel and Secretary of ChipPAC Inc. from January 2003 to August 2004, when ChipPAC Inc.

Name	Present Principal Occupation or Employment, Material Positions Held During the Past Five Years
	merged with ST Assembly Test Services Ltd. in August 2004. Ms. McCall served as the Senior Vice President Administration, General Counsel and Secretary of ChipPAC Inc. from November 2000 to January 2003. From November 1995 to November 2000, Ms. McCall was at National Semiconductor Corporation, most recently as Associate General Counsel, and prior to that was a partner at the law firm of Pillsbury, Madison & Sutro. Ms. McCall is also a Barrister in England.
Paul Bento *United States of America* *Vice President*	Mr. Bento has served as Vice President of Pluto Merger Sub, Inc. since its formation in June 2014. Mr. Bento has served as Senior Director — Corporate Counsel at LSI Corporation, an Avago Technologies company, since May 2014. From April 2007 to May 2014, Mr. Bento served as Vice President — Law at LSI Corporation.
Ivy Pong *United States of America* *Director*	Ms. Pong has served as a Director of Pluto Merger Sub, Inc. since its formation in June 2014. Ms. Pong also serves as Vice President of Global Taxation, responsible for worldwide tax planning, reporting, compliance, audit & inquiry, and the local statutory compliance functions for Avago Technologies U.S. Inc. Prior to joining Avago Technologies U.S. in September 2008, Ms. Pong was with KLA-Tencor Corporation and Altera Corporation, where she was responsible for the international tax function.

ANNEX B

SECTION 262 OF THE DELAWARE GENERAL CORPORATION LAW

§ 262. Appraisal rights

(a) Any stockholder of a corporation of this State who holds shares of stock on the date of the making of a demand pursuant to subsection (d) of this section with respect to such shares, who continuously holds such shares through the effective date of the merger or consolidation, who has otherwise complied with subsection (d) of this section and who has neither voted in favor of the merger or consolidation nor consented thereto in writing pursuant to § 228 of this title shall be entitled to an appraisal by the Court of Chancery of the fair value of the stockholder's shares of stock under the circumstances described in subsections (b) and (c) of this section. As used in this section, the word "stockholder" means a holder of record of stock in a corporation; the words "stock" and "share" mean and include what is ordinarily meant by those words; and the words "depository receipt" mean a receipt or other instrument issued by a depository representing an interest in 1 or more shares, or fractions thereof, solely of stock of a corporation, which stock is deposited with the depository.

(b) Appraisal rights shall be available for the shares of any class or series of stock of a constituent corporation in a merger or consolidation to be effected pursuant to § 251 (other than a merger effected pursuant to § 251(g) of this title and, subject to paragraph (b)(3) of this section, § 251(h) of this title), § 252, § 254, § 255, § 256, § 257, § 258, § 263 or § 264 of this title:

(1) Provided, however, that, except as expressly provided in § 363(b) of this title, no appraisal rights under this section shall be available for the shares of any class or series of stock, which stock, or depository receipts in respect thereof, at the record date fixed to determine the stockholders entitled to receive notice of the meeting of stockholders to act upon the agreement of merger or consolidation, were either (i) listed on a national securities exchange or (ii) held of record by more than 2,000 holders; and further provided that no appraisal rights shall be available for any shares of stock of the constituent corporation surviving a merger if the merger did not require for its approval the vote of the stockholders of the surviving corporation as provided in § 251(f) of this title.

(2) Notwithstanding paragraph (b)(1) of this section, appraisal rights under this section shall be available for the shares of any class or series of stock of a constituent corporation if the holders thereof are required by the terms of an agreement of merger or consolidation pursuant to §§ 251, 252, 254, 255, 256, 257, 258, 263 and 264 of this title to accept for such stock anything except:

a. Shares of stock of the corporation surviving or resulting from such merger or consolidation, or depository receipts in respect thereof;

b. Shares of stock of any other corporation, or depository receipts in respect thereof, which shares of stock (or depository receipts in respect thereof) or depository receipts at the effective date of the merger or consolidation will be either listed on a national securities exchange or held of record by more than 2,000 holders;

c. Cash in lieu of fractional shares or fractional depository receipts described in the foregoing paragraphs (b)(2)a. and b. of this section; or

d. Any combination of the shares of stock, depository receipts and cash in lieu of fractional shares or fractional depository receipts described in the foregoing paragraphs (b)(2)a., b. and c. of this section.

(3) In the event all of the stock of a subsidiary Delaware corporation party to a merger effected under § 251(h), § 253 or § 267 of this title is not owned by the parent immediately prior to the merger, appraisal rights shall be available for the shares of the subsidiary Delaware corporation.

(4) In the event of an amendment to a corporation's certificate of incorporation contemplated by § 363(a) of this title, appraisal rights shall be available as contemplated by § 363(b) of this title, and the procedures of this section, including those set forth in subsections (d) and (e) of this section, shall apply as nearly as practicable, with the word "amendment" substituted for the words "merger or consolidation," and the word "corporation" substituted for the words "constituent corporation" and/or "surviving or resulting corporation."

(c) Any corporation may provide in its certificate of incorporation that appraisal rights under this section shall be available for the shares of any class or series of its stock as a result of an amendment to its certificate of incorporation, any merger or consolidation in which the corporation is a constituent corporation or the sale of all or substantially all of the assets of the corporation. If the certificate of incorporation contains such a provision, the procedures of this section, including those set forth in subsections (d) and (e) of this section, shall apply as nearly as is practicable.

(d) Appraisal rights shall be perfected as follows:

(1) If a proposed merger or consolidation for which appraisal rights are provided under this section is to be submitted for approval at a meeting of stockholders, the corporation, not less than 20 days prior to the meeting, shall notify each of its stockholders who was such on the record date for notice of such meeting (or such members who received notice in accordance with § 255(c) of this title) with respect to shares for which appraisal rights are available pursuant to subsection (b) or (c) of this section that appraisal rights are available for any or all of the shares of the constituent corporations, and shall include in such notice a copy of this section and, if 1 of the constituent corporations is a nonstock corporation, a copy of § 114 of this title. Each stockholder electing to demand the appraisal of such stockholder's shares shall deliver to the corporation, before the taking of the vote on the merger or consolidation, a written demand for appraisal of such stockholder's shares. Such demand will be sufficient if it reasonably informs the corporation of the identity of the stockholder and that the stockholder intends thereby to demand the appraisal of such stockholder's shares. A proxy or vote against the merger or consolidation shall not constitute such a demand. A stockholder electing to take such action must do so by a separate written demand as herein provided. Within 10 days after the effective date of such merger or consolidation, the surviving or resulting corporation shall notify each stockholder of each constituent corporation who has complied with this subsection and has not voted in favor of or consented to the merger or consolidation of the date that the merger or consolidation has become effective; or

(2) If the merger or consolidation was approved pursuant to § 228, § 251(h), § 253, or § 267 of this title, then either a constituent corporation before the effective date of the merger or consolidation or the surviving or resulting corporation within 10 days thereafter shall notify each of the holders of any class or series of stock of such constituent corporation who are entitled to appraisal rights of the approval of the merger or consolidation and that appraisal rights are available for any or all shares of such class or series of stock of such constituent corporation, and shall include in such notice a copy of this section and, if 1 of the constituent corporations is a nonstock corporation, a copy of § 114 of this title. Such notice may, and, if given on or after the effective date of the merger or consolidation, shall, also notify such stockholders of the effective date of the merger or consolidation. Any stockholder entitled to appraisal rights may, within 20 days after the date of mailing of such notice or, in the case of a merger approved pursuant to § 251(h) of this title, within the later of the consummation of the tender or exchange offer contemplated by § 251(h) of this title and 20 days after the date of mailing of such notice, demand in writing from the surviving or resulting corporation the appraisal of such holder's shares. Such demand will be sufficient if it reasonably informs the corporation of the identity of the stockholder and that the stockholder intends thereby to demand the appraisal of such holder's shares. If such notice did not notify stockholders of the effective date of the merger or consolidation, either (i) each such constituent corporation shall

send a second notice before the effective date of the merger or consolidation notifying each of the holders of any class or series of stock of such constituent corporation that are entitled to appraisal rights of the effective date of the merger or consolidation or (ii) the surviving or resulting corporation shall send such a second notice to all such holders on or within 10 days after such effective date; provided, however, that if such second notice is sent more than 20 days following the sending of the first notice or, in the case of a merger approved pursuant to § 251(h) of this title, later than the later of the consummation of the tender or exchange offer contemplated by § 251(h) of this title and 20 days following the sending of the first notice, such second notice need only be sent to each stockholder who is entitled to appraisal rights and who has demanded appraisal of such holder's shares in accordance with this subsection. An affidavit of the secretary or assistant secretary or of the transfer agent of the corporation that is required to give either notice that such notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein. For purposes of determining the stockholders entitled to receive either notice, each constituent corporation may fix, in advance, a record date that shall be not more than 10 days prior to the date the notice is given, provided, that if the notice is given on or after the effective date of the merger or consolidation, the record date shall be such effective date. If no record date is fixed and the notice is given prior to the effective date, the record date shall be the close of business on the day next preceding the day on which the notice is given.

(e) Within 120 days after the effective date of the merger or consolidation, the surviving or resulting corporation or any stockholder who has complied with subsections (a) and (d) of this section hereof and who is otherwise entitled to appraisal rights, may commence an appraisal proceeding by filing a petition in the Court of Chancery demanding a determination of the value of the stock of all such stockholders. Notwithstanding the foregoing, at any time within 60 days after the effective date of the merger or consolidation, any stockholder who has not commenced an appraisal proceeding or joined that proceeding as a named party shall have the right to withdraw such stockholder's demand for appraisal and to accept the terms offered upon the merger or consolidation. Within 120 days after the effective date of the merger or consolidation, any stockholder who has complied with the requirements of subsections (a) and (d) of this section hereof, upon written request, shall be entitled to receive from the corporation surviving the merger or resulting from the consolidation a statement setting forth the aggregate number of shares not voted in favor of the merger or consolidation and with respect to which demands for appraisal have been received and the aggregate number of holders of such shares. Such written statement shall be mailed to the stockholder within 10 days after such stockholder's written request for such a statement is received by the surviving or resulting corporation or within 10 days after expiration of the period for delivery of demands for appraisal under subsection (d) of this section hereof, whichever is later. Notwithstanding subsection (a) of this section, a person who is the beneficial owner of shares of such stock held either in a voting trust or by a nominee on behalf of such person may, in such person's own name, file a petition or request from the corporation the statement described in this subsection.

(f) Upon the filing of any such petition by a stockholder, service of a copy thereof shall be made upon the surviving or resulting corporation, which shall within 20 days after such service file in the office of the Register in Chancery in which the petition was filed a duly verified list containing the names and addresses of all stockholders who have demanded payment for their shares and with whom agreements as to the value of their shares have not been reached by the surviving or resulting corporation. If the petition shall be filed by the surviving or resulting corporation, the petition shall be accompanied by such a duly verified list. The Register in Chancery, if so ordered by the Court, shall give notice of the time and place fixed for the hearing of such petition by registered or certified mail to the surviving or resulting corporation and to the stockholders shown on the list at the addresses therein stated. Such notice shall also be given by 1 or more publications at least 1 week before the day of the hearing, in a newspaper of general circulation published in the City of Wilmington, Delaware or such publication as the Court deems advisable. The forms of the notices by mail and by publication shall be approved by the Court, and the costs thereof shall be borne by the surviving or resulting corporation.

(g) At the hearing on such petition, the Court shall determine the stockholders who have complied with this section and who have become entitled to appraisal rights. The Court may require the stockholders who have demanded an appraisal for their shares and who hold stock represented by certificates to submit their certificates of stock to the Register in Chancery for notation thereon of the pendency of the appraisal proceedings; and if any stockholder fails to comply with such direction, the Court may dismiss the proceedings as to such stockholder.

(h) After the Court determines the stockholders entitled to an appraisal, the appraisal proceeding shall be conducted in accordance with the rules of the Court of Chancery, including any rules specifically governing appraisal proceedings. Through such proceeding the Court shall determine the fair value of the shares exclusive of any element of value arising from the accomplishment or expectation of the merger or consolidation, together with interest, if any, to be paid upon the amount determined to be the fair value. In determining such fair value, the Court shall take into account all relevant factors. Unless the Court in its discretion determines otherwise for good cause shown, interest from the effective date of the merger through the date of payment of the judgment shall be compounded quarterly and shall accrue at 5% over the Federal Reserve discount rate (including any surcharge) as established from time to time during the period between the effective date of the merger and the date of payment of the judgment. Upon application by the surviving or resulting corporation or by any stockholder entitled to participate in the appraisal proceeding, the Court may, in its discretion, proceed to trial upon the appraisal prior to the final determination of the stockholders entitled to an appraisal. Any stockholder whose name appears on the list filed by the surviving or resulting corporation pursuant to subsection (f) of this section and who has submitted such stockholder's certificates of stock to the Register in Chancery, if such is required, may participate fully in all proceedings until it is finally determined that such stockholder is not entitled to appraisal rights under this section.

(i) The Court shall direct the payment of the fair value of the shares, together with interest, if any, by the surviving or resulting corporation to the stockholders entitled thereto. Payment shall be so made to each such stockholder, in the case of holders of uncertificated stock forthwith, and the case of holders of shares represented by certificates upon the surrender to the corporation of the certificates representing such stock. The Court's decree may be enforced as other decrees in the Court of Chancery may be enforced, whether such surviving or resulting corporation be a corporation of this State or of any state.

(j) The costs of the proceeding may be determined by the Court and taxed upon the parties as the Court deems equitable in the circumstances. Upon application of a stockholder, the Court may order all or a portion of the expenses incurred by any stockholder in connection with the appraisal proceeding, including, without limitation, reasonable attorney's fees and the fees and expenses of experts, to be charged pro rata against the value of all the shares entitled to an appraisal.

(k) From and after the effective date of the merger or consolidation, no stockholder who has demanded appraisal rights as provided in subsection (d) of this section shall be entitled to vote such stock for any purpose or to receive payment of dividends or other distributions on the stock (except dividends or other distributions payable to stockholders of record at a date which is prior to the effective date of the merger or consolidation); provided, however, that if no petition for an appraisal shall be filed within the time provided in subsection (e) of this section, or if such stockholder shall deliver to the surviving or resulting corporation a written withdrawal of such stockholder's demand for an appraisal and an acceptance of the merger or consolidation, either within 60 days after the effective date of the merger or consolidation as provided in subsection (e) of this section or thereafter with the written approval of the corporation, then the right of such stockholder to an appraisal shall cease. Notwithstanding the foregoing, no appraisal proceeding in the Court of Chancery shall be dismissed as to any stockholder without the approval of the Court, and such approval may be conditioned upon such terms as the Court deems just; provided, however that this provision shall not affect the right of any stockholder who has not commenced an appraisal proceeding or joined that proceeding as a named party to withdraw such stockholder's demand for appraisal and to accept the terms offered upon the merger or consolidation within 60 days after the effective date of the merger or consolidation, as set forth in subsection (e) of this section.

(l) The shares of the surviving or resulting corporation to which the shares of such objecting stockholders would have been converted had they assented to the merger or consolidation shall have the status of authorized and unissued shares of the surviving or resulting corporation.

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ANY LETTER OF TRANSMITTAL TO BE DELIVERED TO THE DEPOSITARY MAY ONLY BE SENT TO THE DEPOSITARY BY MAIL OR COURIER TO ONE OF THE ADDRESSES SET FORTH BELOW AND MAY NOT BE SENT BY FACSIMILE TRANSMISSION. ANY CERTIFICATES REPRESENTING SHARES AND ANY OTHER REQUIRED DOCUMENTS SENT BY A STOCKHOLDER OF THE COMPANY OR SUCH STOCKHOLDER'S BROKER, DEALER, COMMERCIAL BANK, TRUST COMPANY OR OTHER NOMINEE SHOULD BE SENT TO THE DEPOSITARY AS FOLLOWS:

The Depositary for the Offer is:

Computershare

By Registered or Certified Mail:

Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
P.O. Box 43011
Providence, RI 02940-3011

By Overnight Courier:

Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
250 Royall Street, Suite V
Canton, MA 02021

Questions or requests for assistance or additional copies of the Offer to Purchase and this Letter of Transmittal may be directed to the Information Agent or the Dealer Manager at their respective telephone numbers and addresses set forth below. Stockholders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

Georgeson

Georgeson Inc.
480 Washington Blvd., 26th Floor
Jersey City, NJ 07310

Banks, Brokers and Shareholders Call Toll-Free: (888) 877-5360
Or Contact via E-mail at: PLXTechnology@georgeson.com

The Dealer Manager for the Offer is:

BARCLAYS

Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019

Banks, Brokers and Stockholders
Call Toll-Free: (888) 610-5877

LETTER OF TRANSMITTAL
To Tender Shares of Common Stock
of
PLX TECHNOLOGY, INC.
at
$6.50 Per Share
Pursuant to the Offer to Purchase dated July 8, 2014
by
PLUTO MERGER SUB, INC.
a wholly owned subsidiary of

AVAGO TECHNOLOGIES WIRELESS (U.S.A.) MANUFACTURING INC.
an indirect wholly owned subsidiary of

AVAGO TECHNOLOGIES LIMITED

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON AUGUST 11, 2014 (ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON AUGUST 11, 2014), UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

The Depositary for the Tender Offer is:

Computershare

By Registered or Certified Mail:

Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
P.O. Box 43011
Providence, RI 02940-3011

By Overnight Courier:

Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
250 Royall Street, Suite V
Canton, MA 02021

Delivery of this Letter of Transmittal to an address other than as set forth above will not constitute a valid delivery to the Depositary (as defined below). You must sign this Letter of Transmittal in the appropriate space provided therefor below, with signature guaranteed, if required, and complete the IRS Form W-9 included in this Letter of Transmittal, if required, or an applicable IRS Form W-8, which may be obtained on the IRS website (www.irs.gov). The instructions set forth in this Letter of Transmittal should be read carefully before you tender any of your Shares (as defined below) into the Offer (as defined below).

VOLUNTARY CORPORATE ACTION COY: PLXT

Participants in the PLX Technology, Inc. Employee Stock Ownership Plan (the "ESOP") must tender the Shares held on their behalf in the ESOP using the ESOP Instruction Form, not this Letter of Transmittal.

DESCRIPTION OF SHARES TENDERED				
Name(s) and Address(es) of Registered Holder(s) (Please Fill in, if Blank, Exactly as Name(s) Appear(s) on Share Certificate(s), if applicable)	**Shares Tendered (Attached additional signed list, if necessary)**			
	Share Certificate Number(s)(1)	**Total Number of Shares Represented by Share Certification(s)(1)**	**Total Number of Shares Represented by Book Entry (Electronic Form held at Computershare) Tendered**	**Total Number of Shares Tendered(2)**
	Total Shares			

(1) Need not be completed by stockholders who hold book-entry shares in lieu of physical stock certificates.
(2) Unless a lower number of Shares to be tendered is otherwise indicated, it will be assumed that all Shares described above are being tendered. See Instruction 4.

The Offer is being made to all holders of Shares. The Purchaser (as defined below) is not aware of any jurisdiction in which the making of the Offer or the acceptance thereof would be prohibited by securities, "blue sky" or other valid laws of such jurisdiction. If the Purchaser becomes aware of any U.S. state in which the making of the Offer or the acceptance of Shares pursuant thereto would not be in compliance with an administrative or judicial action taken pursuant to U.S. state statute, it will make a good faith effort to comply with any such law. If, after such good faith effort, it cannot comply with any such law, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares in such state. In those jurisdictions, if any, where applicable laws require that the Offer be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of the Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by the Purchaser.

This Letter of Transmittal is to be used by stockholders of PLX Technology, Inc. (the "Company"), a Delaware corporation (i) if certificates for Shares ("Certificates") are to be tendered herewith or (ii) if delivery of Shares is to be made by book-entry transfer at Computershare. Please note – if you hold your Shares in book-entry form at the Depository Trust Company ("DTC"), you are not obligated to submit this Letter of Transmittal but you must (1) submit an Agent's Message (as defined below) and (2) deliver your Shares into the Depositary's account at DTC in accordance with the procedures set forth in Section 3 of the Offer to Purchase in order to tender your Shares.

Delivery of documents to DTC <u>does not</u> constitute delivery to the Depositary.

IF ANY OF THE SHARE CERTIFICATES THAT YOU OWN HAVE BEEN LOST OR DESTROYED, SEE INSTRUCTION 11 OF THIS LETTER OF TRANSMITTAL

☐ CHECK HERE IF YOU HAVE LOST YOUR SHARE CERTIFICATE(S) AND WILL NEED TO OBTAIN REPLACEMENT CERTIFICATE(S). BY CHECKING THIS BOX, YOU UNDERSTAND THAT YOU MUST CONTACT COMPUTERSHARE TRUST COMPANY, N.A. TO OBTAIN INSTRUCTIONS FOR REPLACING LOST CERTIFICATES. SEE INSTRUCTION 11.

☐ CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO AN ACCOUNT MAINTAINED BY THE DEPOSITARY WITH DTC. COMPLETE THE FOLLOWING (NOTE THAT ONLY FINANCIAL INSTITUTIONS THAT ARE PARTICIPANTS IN THE SYSTEM OF DTC MAY DELIVER SHARES BY BOOK-ENTRY TRANSFER), SUBMIT AN AGENT'S MESSAGE AND DELIVER SHARES INTO THE DEPOSITARY'S ACCOUNT AT DTC IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN SECTION 3 OF THE OFFER TO PURCHASE:

Name of Tendering Institution: _____

DTC Account Number: _____

Transaction Code Number: _____

PLEASENOTE – IF YOU HOLD YOUR SHARES IN BOOK-ENTRY FORM AT DTC, YOU ARE NOT OBLIGATED TO SUBMIT THIS LETTER OF TRANSMITTAL <u>BUT</u> YOU MUST (1) SUBMIT AN AGENT'S MESSAGE AND (2) DELIVER YOUR SHARES INTO THE DEPOSITARY'S ACCOUNT AT DTC IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN SECTION 3 OF THE OFFER TO PURCHASE IN ORDER TO TENDER YOUR SHARES.

NOTE: SIGNATURES MUST BE PROVIDED BELOW.

PLEASE READ ACCOMPANYING INSTRUCTIONS CAREFULLY.

Ladies and Gentlemen:

The undersigned hereby tenders to Pluto Merger Sub, Inc. (the "Purchaser"), a Delaware corporation and a wholly owned subsidiary of Avago Technologies Wireless (U.S.A.) Manufacturing Inc. ("Parent"), a Delaware corporation and an indirect wholly owned subsidiary of Avago Technologies Limited, a company organized under the laws of the Republic of Singapore, the above described shares of common stock, par value $0.001 per share (the "Shares"), of PLX Technology, Inc. (the "Company"), pursuant to the Purchaser's offer to purchase all outstanding Shares, at a price of $6.50 per Share in cash (the "Offer Price"), without interest, subject to any withholding of taxes required by applicable law, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated July 8, 2014 (as it may be amended or supplemented from time to time, the "Offer to Purchase"), receipt of which is hereby acknowledged, and in this Letter of Transmittal (as it may be amended or supplemented from time to time, this "Letter of Transmittal") which, together with the Offer to Purchase, constitute the "Offer." The Offer is being made pursuant to the Agreement and Plan of Merger, dated June 23, 2014, by and among Parent, the Purchaser and the Company (as it may be amended, modified or supplemented from time to time in accordance with its terms, the "Merger Agreement").

The undersigned understands that the Purchaser reserves the right to transfer or assign the right to purchase all or any portion of the Shares tendered pursuant to the Offer in whole or from time to time in part to one or more of the Purchaser's affiliates, but any such transfer or assignment will not relieve the Purchaser of its obligations under the Offer and will in no way prejudice the undersigned's right to receive payment for Shares validly tendered and not withdrawn pursuant to the Offer.

Upon the terms and subject to the conditions of the Offer (and if the Offer is extended or amended, the terms and conditions of the Offer as so extended or amended) and subject to, and effective upon, acceptance for payment of Shares validly tendered herewith and not properly withdrawn prior to the Expiration Date in accordance with the terms of the Offer, the undersigned hereby sells, assigns and transfers to or upon the order of the Purchaser all right, title and interest in and to all Shares that are being tendered hereby (and all dividends, distributions, rights, other Shares or other securities issued or issuable in respect thereof on or after the date hereof ("Distributions")) and irrevocably constitutes and appoints Computershare Trust Company, N.A. (the "Depositary" or "Computershare") the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares (and all Distributions), with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest in the Shares tendered by this Letter of Transmittal), to (i) deliver Certificates representing such Shares (and all Distributions) together with all accompanying evidences of transfer and authenticity, to or upon the order of the Purchaser, (ii) present such Shares (and all Distributions) for transfer on the books of the Company or, if such Shares are held in book-entry form with Computershare in lieu of physical stock certificates, transfer ownership of such Shares (and all Distributions) on the books of the Company, and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares (and all Distributions), all in accordance with the terms and subject to the conditions of the Offer.

By executing this Letter of Transmittal (or taking action resulting in the delivery of an Agent's Message), the undersigned hereby irrevocably appoints Hock E. Tan, Anthony E. Maslowski and Patricia H. McCall, and any other person designated in writing by the Purchaser as the true and lawful agent, attorney, attorney-in-fact and proxy of the undersigned, each with full power of substitution, (i) to vote at any annual or special meeting of the Company's stockholders or any adjournment or postponement thereof or otherwise in such manner as each such attorney-in-fact and proxy or its, his or her substitute shall in its, his or her sole discretion deem proper with respect to, and (ii) to otherwise act as each such attorney-in-fact and proxy or its, his or her substitute shall in its,

his or her sole discretion deem proper with respect to, all Shares (and all Distributions) tendered hereby and accepted for payment by the Purchaser. This appointment will be effective if and when, and only to the extent that, the Purchaser accepts such Shares for payment pursuant to the Offer. This power of attorney and proxy are irrevocable and are granted in consideration of the acceptance for payment of such Shares in accordance with the terms of the Offer. Such acceptance for payment shall, without further action, revoke any prior powers of attorney and proxies granted by the undersigned at any time with respect to such Shares (and all Distributions), and no subsequent powers of attorney, proxies, consents or revocations may be given by the undersigned with respect thereto (and, if given, will not be deemed effective). The Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon the Purchaser's acceptance for payment of such Shares, the Purchaser or its designees must be able to exercise full voting, consent and other rights with respect to such Shares (and all Distributions), including voting at any meeting of the Company's stockholders.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer any and all Shares tendered hereby (and all Distributions) and that, when the same are accepted for payment by the Purchaser, the Purchaser will acquire good, marketable and unencumbered title to such Shares (and all Distributions), free and clear of all liens, restrictions, charges and encumbrances, and the same will not be subject to any adverse claims. The undersigned hereby represents and warrants that the undersigned is the registered owner of the Shares, or, if applicable, the Certificate(s) have been endorsed to the undersigned in blank or the undersigned is a participant in DTC whose name appears on a security position listing as the owner of the Shares. The undersigned will, upon request, execute and deliver any additional documents deemed by the Depositary or the Purchaser to be necessary or desirable to complete the sale, assignment and transfer of any and all Shares tendered hereby (and all Distributions). In addition, the undersigned shall promptly remit and transfer to the Depositary for the account of the Purchaser all Distributions in respect of any and all Shares tendered hereby, accompanied by appropriate documentation of transfer, and, pending such remittance and transfer or appropriate assurance thereof, the Purchaser shall be entitled to all rights and privileges as owner of each such Distribution and may deduct from the purchase price of Shares tendered hereby the amount or value of such Distribution as determined by the Purchaser in its sole discretion.

All authority herein conferred or agreed to be conferred shall not be affected by, and shall survive, the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, personal representatives, trustees in bankruptcy, successors and assigns of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

The undersigned hereby acknowledges that delivery of any Certificate shall be effected, and risk of loss and title to such Certificate shall pass, only upon the proper delivery of such Certificate to the Depositary.

The valid tender of Shares pursuant to any of the procedures described in the Offer to Purchase and in the Instructions hereto will constitute the undersigned's acceptance of the terms and conditions of the Offer. The Purchaser's acceptance of such Shares for payment will constitute a binding agreement between the undersigned and the Purchaser upon the terms and subject to the conditions of the Offer (and if the Offer is extended or amended, the terms of or the conditions of any such extension or amendment). The Purchaser may not be required to accept for payment any Shares tendered hereby under certain circumstances, which are set forth in the Offer.

Unless otherwise indicated under "Special Payment Instructions," please issue the check for the purchase price of all of the Shares purchased and, if appropriate, return any Certificates not tendered or accepted for payment in the name(s) of the registered holder(s) appearing above under "Description of Shares Tendered." Similarly, unless otherwise indicated under "Special Delivery Instructions," please mail the check for the purchase price of all Shares purchased and, if appropriate, return any Certificates not tendered or not accepted for payment (and any accompanying documents, as appropriate) to the address(es) of the registered holder(s) appearing above under "Description of Shares Tendered." In the event that the boxes entitled "Special Payment

Instructions" and "Special Delivery Instructions" are both completed, please issue the check for the purchase price of all Shares purchased and, if appropriate, return any Certificates not tendered or not accepted for payment (and any accompanying documents, as appropriate) in the name(s) of, and deliver such check and, if appropriate, return any such Certificates (and any accompanying documents, as appropriate) to, the person(s) so indicated.

LOST SHARE CERTIFICATES: PLEASE CALL COMPUTERSHARE AT (781) 575-2879 OR (877) 373-6374 TO OBTAIN INSTRUCTIONS TO REPLACE YOUR LOST SHARE CERTIFICATES.

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 1, 5, and 7)

To be completed ONLY if the check for the purchase price of Shares accepted for payment and/or Share Certificates not tendered or not accepted for payment are to be issued in the name of someone other than the undersigned.*

Issue ☐ Check and/or
☐ Share Certificates to:

Name _____
(Please Print)

Address _____

_____
(Including Zip Code)

_____
(Taxpayer Identification or Social Security No.)
(Complete IRS Form W-9 Included Herein or Applicable IRS Form W-8)

*** Requires signature guarantee. See Instruction 1 to this Letter of Transmittal.**

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 5, and 7)

To be completed ONLY if the check for the purchase price of Shares accepted for payment and/or Share Certificates not tendered or not accepted for payment are to be mailed to someone other than the undersigned or to the undersigned at an address other than that set forth on this Letter of Transmittal.*

Issue ☐ Check and/or
☐ Share Certificates to:

Name _____
(Please Print)

Address _____

_____
(Including Zip Code)

_____
(Taxpayer Identification or Social Security No.)
(Complete IRS Form W-9 Included Herein or Applicable IRS Form W-8)

*** Requires signature guarantee. See Instruction 1 to this Letter of Transmittal.**

IMPORTANT
STOCKHOLDER: SIGN HERE
(PLEASE COMPLETE AND RETURN THE IRS FORM W-9 INCLUDED IN THIS LETTER OF TRANSMITTAL OR AN APPLICABLE IRS FORM W-8)

_____

_____

Signature(s) of Holder(s) of Shares

Dated: _____

Name(s) _____

_____

(Please Print)

Capacity (full title) (See Instruction 5) _____

Address _____

_____

(Include Zip Code)

Area Code and Telephone No. _____

Tax Identification or Social Security No. (See IRS Form W-9 included herein) _____

Must be signed by registered holder(s) exactly as name(s) appear(s) on the Certificate(s), or in applicable records for Shares held in book-entry form in lieu of physical certificates or on a security position listing or by person(s) authorized to become registered holder(s) by the Certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5.

GUARANTEE OF SIGNATURE(S)
(IF REQUIRED — SEE INSTRUCTIONS 1 AND 5)

Authorized Signature _____

Name _____

Name of Firm _____

Address _____

(Include Zip Code)

Area Code and Telephone No. _____

Dated: _____

INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

1. *Guarantee of Signatures*. No signature guarantee is required on this Letter of Transmittal (a) if this Letter of Transmittal is signed by the registered holder(s) (which term, for purposes of this Instruction 1, includes any participant in DTC's systems whose name(s) appear(s) on a security position listing as the owner(s) of Shares) of Shares tendered herewith, unless such registered holder(s) has completed either the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" on this Letter of Transmittal or (b) if such Shares are tendered for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member of or participant in a recognized "Medallion Program" approved by the Securities Transfer Association Inc., including the Security Transfer Agents Medallion Program, the Stock Exchange Medallion Program and the New York Stock Exchange Medallion Signature Program, or any other "eligible guarantor institution," as such term is defined in Rule 17Ad-15 under the U.S. Securities Exchange Act of 1934, as amended (each, an "Eligible Institution"). In all other cases, all signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 5.

2. *Requirements of Tender*. No alternative, conditional or contingent tenders will be accepted. In order for Shares to be validly tendered pursuant to the Offer, one of the following procedures must be followed:

For Shares held as physical certificates, the Certificates representing tendered Shares, a properly completed and duly executed Letter of Transmittal, together with any required signature guarantees, and any other documents required by this Letter of Transmittal, must be received by the Depositary at one of its addresses set forth on the front page of this Letter of Transmittal before the Expiration Date.

For Shares held in book-entry form at (i) Computershare a properly completed and duly executed Letter of Transmittal, together with any required signature guarantees and any other required documents, must be received by the Depositary at one of its addresses set forth on the front page of this Letter of Transmittal, or (ii) DTC, an Agent's Message in lieu of this Letter of Transmittal, and any other required documents, must be received by the Depositary at one of its addresses set forth on the front page of this Letter of Transmittal, and, solely in the case of clause (ii), such Shares must be delivered according to the book-entry transfer procedures (as set forth in Section 3 of the Offer to Purchase) and a timely confirmation (a "Book-Entry Confirmation") of a book-entry transfer of Shares into the Depositary's account at DTC (the "Book-Entry Transfer Facility") must be received by the Depositary, in each case before the Expiration Date.

The term "Agent's Message" means a message transmitted by the Book-Entry Transfer Facility to, and received by, the Depositary and forming part of a Book-Entry Confirmation that states that the Book-Entry Transfer Facility has received an express acknowledgment from the participant in DTC tendering the Shares that are the subject of such Book-Entry Confirmation that such participant has received and agrees to be bound by the terms of this Letter of Transmittal and that the Purchaser may enforce such agreement against the participant.

The method of delivery of Shares, this Letter of Transmittal and all other required documents, including delivery through DTC, is at the election and risk of the tendering stockholder. Shares will be deemed delivered (and the risk of loss of Certificates will pass) only when actually received by the Depositary (including, in the case of a book-entry transfer through DTC, by Book-Entry Confirmation). If delivery is by mail, then registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

By executing this Letter of Transmittal, the tendering stockholder waives any right to receive any notice of the acceptance for payment of Shares.

3. *Inadequate Space*. If the space provided herein is inadequate, Certificate numbers, the number of Shares represented by such Certificates and/or the number of Shares tendered should be listed on a signed separate schedule attached hereto.

4. *Partial Tenders (Not Applicable to Stockholders who Tender by Book-Entry Transfer)*. If fewer than all Shares represented by any Certificate delivered to the Depositary are to be tendered, fill in the number of Shares that are to be tendered in the box entitled "Total Number of Shares Tendered." In such case, a new certificate for the remainder of Shares represented by the old certificate will be sent to the person(s) signing this Letter of Transmittal, unless otherwise provided in the appropriate box on this Letter of Transmittal, as promptly as practicable following the expiration or termination of the Offer. All Shares represented by Certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. *Signatures on Letter of Transmittal; Stock Powers and Endorsements*.

(a) *Exact Signatures*. If this Letter of Transmittal is signed by the registered holder(s) of Shares tendered hereby, then the signature(s) must correspond with, as applicable, the name(s) as written on the face of Certificates for such Shares without alteration, enlargement or any change whatsoever or in the applicable records for Shares held in book-entry form in lieu of physical certificates.

(b) *Holders*. If any Shares tendered hereby are held of record by two or more persons, then all such persons must sign this Letter of Transmittal.

(c) *Different Names on Share Certificates*. If any Shares tendered hereby are registered in different names, then it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations.

(d) *Endorsements*. If this Letter of Transmittal is signed by the registered holder(s) of Shares tendered hereby, then no endorsements of Certificates for such Shares or separate stock powers are required unless payment of the purchase price is to be made, or Shares not tendered or not purchased are to be returned, in the name of any person other than the registered holder(s). Signatures on any such Certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered holder(s) of Shares tendered hereby, then, if applicable, Certificates for such Shares must be endorsed or accompanied by appropriate stock powers, in either case, signed exactly as the name(s) of the registered holder(s) appear(s) on such Certificates for such Shares. Signature(s) on any such Certificates or stock powers must be guaranteed by an Eligible Institution. See Instruction 1.

If this Letter of Transmittal or any Certificate or stock power is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other legal entity or other person acting in a fiduciary or representative capacity, then such person should so indicate when signing, and proper evidence satisfactory to the Depositary of the authority of such person so to act must be submitted. Proper evidence of authority includes a power of attorney, a letter testamentary or a letter of appointment.

6. *Stock Transfer Taxes.* All stock transfer taxes with respect to the transfer and sale of any Shares (for the avoidance of doubt, transfer taxes do not include U.S. federal income tax or backup withholding taxes) will be deducted from the purchase price of such Shares purchased. If payment of the purchase price is to be made to, or if Certificate(s) for Shares not tendered or not accepted for payment are to be registered in the name of, any person(s) other than the registered holder(s), or if tendered Certificate(s) are registered in the name of any person(s) other than the person(s) signing this Letter of Transmittal or if a transfer tax is imposed for any reason other than the transfer and sale of Shares to the Purchaser pursuant to the Offer, then the amount of any stock transfer taxes or other taxes (in each case whether imposed on the registered holder(s) or such other person(s)) will be withheld and deducted from the purchase price of such Shares purchased unless satisfactory evidence of the payment of such taxes, or exemption therefrom, is submitted herewith.

7. *Special Payment and Delivery Instructions*. If a check is to be issued for the purchase price of any Shares tendered by this Letter of Transmittal in the name of, and, if appropriate, Certificates for Shares not

tendered or not accepted for payment are to be issued to, any person(s) other than the signer of this Letter of Transmittal or if a check and, if appropriate, such Certificates are to be returned to any person(s) other than the person(s) signing this Letter of Transmittal or to an address other than that shown in this Letter of Transmittal, then the appropriate boxes on this Letter of Transmittal must be completed.

8. *Backup Withholding*.

To avoid backup withholding, a tendering stockholder that is a United States person (as defined for United States federal income tax purposes) is required to provide the Depositary with a correct Taxpayer Identification Number ("TIN") on IRS Form W-9, which is included herein following "Important Tax Information" below, and to certify, under penalties of perjury, that such number is correct and that such stockholder is not subject to backup withholding of federal income tax, and that such stockholder is a United States person (as defined for United States federal income tax purposes). If the tendering stockholder has been notified by the United States Internal Revenue Service ("IRS") that such stockholder is subject to backup withholding, such stockholder must cross out item (2) of the Certification section of the IRS Form W-9, unless such stockholder has since been notified by the IRS that such stockholder is no longer subject to backup withholding. Failure to provide the information on the IRS Form W-9 may subject the tendering stockholder to backup withholding on the payment of the purchase price of all Shares purchased from such stockholder. If the tendering stockholder has not been issued a TIN and has applied for one or intends to apply for one in the near future, such stockholder should write "Applied For" in the space for the TIN on the IRS Form W-9, sign and date the IRS Form W-9 and sign and date the Certificate of Awaiting Taxpayer Identification Number under "Important Tax Information" below. If you write "Applied For" in the space for the TIN and the Depositary is not provided with a TIN by the time of payment, the Depositary will withhold a portion of all payments of the purchase price to you until a TIN is provided to the Depositary. See the instructions enclosed with the IRS Form W-9 included in this Letter of Transmittal for more instructions.

Certain stockholders (including, among others, corporations) may not be subject to backup withholding. Foreign stockholders that are not United States persons (as defined for United States federal income tax purposes) should submit an appropriate and properly completed applicable IRS Form W-8, a copy of which may be obtained from the Depositary or the Internal Revenue Service (www.irs.gov/formspubs/index.html), in order to avoid backup withholding. Such stockholders should consult a tax advisor to determine which Form W-8 is appropriate.

Entities or arrangements treated as partnerships for U.S. federal income tax purposes holding Shares should consult their own tax advisors regarding their treatment for purposes of these instructions.

9. *Irregularities*. All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by the Purchaser in its sole discretion. The Purchaser reserves the absolute right to reject any and all tenders determined by it not to be in proper form or the acceptance for payment of which may, in the opinion of its counsel, be unlawful. The Purchaser also reserves the absolute right to waive any of the conditions to the Offer (other than the Minimum Condition (as defined in the Offer to Purchase), which may only be waived with the consent of the Company) and any defect or irregularity in the tender of any Shares of any particular stockholder, whether or not similar defects or irregularities are waived in the case of other stockholders. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been cured or waived to the satisfaction of the Purchaser. Unless waived, any defects or irregularities in connection with tenders must be cured within such time as the Purchaser shall determine. None of the Purchaser, the Depositary, the Dealer Manager, or the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification. The Purchaser's interpretation of the terms and conditions of the Offer (including this Letter of Transmittal and the instructions hereto) will be determined by the Purchaser in its sole discretion.

10. *Questions and Requests for Additional Copies*. The Information Agent or the Dealer Manager may be contacted at their respective addresses and telephone numbers set forth on the last page of this Letter of Transmittal for questions and/or requests for additional copies of the Offer to Purchase, this Letter of Transmittal and other tender offer materials. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance. Such copies will be furnished promptly at the Purchaser's expense.

11. *Lost, Destroyed or Stolen Certificates.* If any Certificate representing Shares has been lost, destroyed or stolen, then the stockholder should promptly notify Computershare Trust Company, N.A., as transfer agent (the "Transfer Agent"), at (877) 373-6374, regarding the requirements for replacement. The stockholder will then be instructed as to the steps that must be taken in order to replace such Certificate(s). You may be required to post a bond to secure against the risk that the Certificate(s) may be subsequently presented. **You are urged to contact the Transfer Agent immediately in order to receive further instructions and for a determination of whether you will need to post a bond and to permit timely processing of this documentation. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, destroyed or stolen Certificates have been followed.**

This Letter of Transmittal, properly completed and duly executed, with any required signature guarantees, and any other documents required by this Letter of Transmittal, including, if applicable Certificates evidencing tendered Shares, must be received before the Expiration Date, unless you hold your Shares in book-entry form at DTC. If you hold your Shares in book-entry form at DTC, an Agent's Message in lieu of this Letter of Transmittal and any other required documents must be received before the Expiration Date.

IMPORTANT TAX INFORMATION

To prevent backup withholding on payments that are made to a stockholder that is a United States person with respect to Shares purchased pursuant to the Offer, the stockholder is required to notify the Depositary of the stockholder's correct TIN by completing the IRS Form W-9 included in this Letter of Transmittal certifying that (1) the TIN provided on the IRS Form W-9 is correct (or that such stockholder is awaiting a TIN), (2) the stockholder is not subject to backup withholding because (i) the stockholder is exempt from backup withholding, (ii) the stockholder has not been notified by the IRS that the stockholder is subject to backup withholding as a result of a failure to report all interest and dividends or (iii) the IRS has notified the stockholder that the stockholder is no longer subject to backup withholding, and (3) the stockholder is a United States person (as defined for United States federal income tax purposes). The following section, entitled "What Number to Give the Depositary," is applicable only to stockholders that are United States persons.

Certain stockholders (including, among others, corporations and certain foreign individuals) may not be subject to backup withholding and reporting requirements. In order for an exempt foreign stockholder to avoid backup withholding, such person should complete, sign and submit an appropriate IRS Form W-8 signed under penalties of perjury, attesting to his, her or its exempt status. An IRS Form W-8 can be obtained from the Depositary or the Internal Revenue Service (www.irs.gov/formspubs/index.html). Such stockholders should consult a tax advisor to determine which IRS Form W-8 is appropriate. Exempt stockholders, other than foreign stockholders, should furnish their TIN, check the "Exempt payee" box on the IRS Form W-9 and sign, date and return the IRS Form W-9 to the Depositary in order to avoid erroneous backup withholding. See the instructions enclosed with the IRS Form W-9 included in this Letter of Transmittal for additional instructions. Entities or arrangements treated as partnerships for U.S. federal income tax purposes holding Shares should consult their own tax advisors regarding their treatment for purposes of these instructions.

If backup withholding applies, the Depositary is required to withhold and pay over to the IRS a portion of any payment made to a stockholder. Backup withholding is not an additional tax. Rather, the United States federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund may be obtained from the IRS if required information is timely furnished to the IRS.

What Number to Give the Depositary

The tendering stockholder is required to give the Depositary the TIN, generally the Social Security number or employer identification number, of the record holder of all Shares tendered hereby. If such Shares are in more than one name or are not in the name of the actual owner, consult the instructions enclosed with the IRS Form W-9 included in this Letter of Transmittal for additional guidance on which number to report. If the tendering stockholder has not been issued a TIN and has applied for a number or intends to apply for a number in the near future, such stockholder should write "Applied For" in the space for the TIN on the IRS Form W-9, sign and date the IRS Form W-9 and sign and date the Certificate of Awaiting Taxpayer Identification Number below. **If the tendering stockholder writes "Applied For" in the space for the TIN and the Depositary is not provided with a TIN by the time of payment, the Depositary will withhold a portion of all payments of the purchase price, which will be refunded if a TIN is provided to the Depositary within sixty (60) days of the Depositary's receipt of the Certificate of Awaiting Taxpayer Identification Number.** If the Depositary is provided with an incorrect TIN in connection with such payments, then the stockholder may be subject to a $50 penalty imposed by the IRS.

NOTE: FAILURE TO COMPLETE AND RETURN THE IRS FORM W-9 INCLUDED IN THIS LETTER OF TRANSMITTAL MAY RESULT IN BACKUP WITHHOLDING AT THE APPLICABLE WITHHOLDING RATE OF A PORTION OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE INSTRUCTIONS ENCLOSED WITH THE IRS FORM W-9 INCLUDED IN THIS LETTER OF TRANSMITTAL FOR ADDITIONAL DETAILS. YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU WROTE "APPLIED FOR" IN THE SPACE FOR THE TIN ON THE IRS FORM W-9.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (1) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate IRS Center or Social Security Administration Office, or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number by the time of payment, a portion of all reportable payments made to me will be withheld, but that such amounts will be refunded to me if I then provide a Taxpayer Identification Number within sixty (60) days.

Signature _____ Date _____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) u _____

☐ Other (see instructions) u

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ – ___ – ____

Employer identification number
__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person** u _____ **Date** u _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

— An individual who is a U.S. citizen or U.S. resident alien,

— A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

— An estate (other than a foreign estate), or

— A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

— In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,

— In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and

— In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions box*, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1 — An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2 — The United States or any of its agencies or instrumentalities

3 — A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4 — A foreign government or any of its political subdivisions, agencies, or instrumentalities

5 — A corporation

6 — A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7 — A futures commission merchant registered with the Commodity Futures Trading Commission

8 — A real estate investment trust

9 — An entity registered at all times during the tax year under the Investment Company Act of 1940

10 — A common trust fund operated by a bank under section 584(a)

11 — A financial institution

12 — A middleman known in the investment community as a nominee or custodian

13 — A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 5 [2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A — An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B — The United States or any of its agencies or instrumentalities

C — A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D — A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E — A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F — A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G — A real estate investment trust

H — A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I — A common trust fund as defined in section 584(a)

J — A bank as defined in section 581

K — A broker

L — A trust exempt from tax under section 664 or described in section 4947(a)(1)

M — A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor *
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

— Protect your SSN,

— Ensure your employer is protecting your SSN, and

— Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

This Letter of Transmittal, any Certificates and any other required documents should be delivered by each record stockholder or the stockholder's broker, dealer, commercial bank, trust company or nominee to the Depositary. Stockholders submitting Certificates representing Shares to be tendered must deliver such Certificates together with this Letter of Transmittal and any other required documents by mail or overnight courier. Facsimile copies of Certificates or this Letter of Transmittal will not be accepted. This Letter of Transmittal, any Certificates evidencing Shares and any other required documents should be sent or delivered by each stockholder or its, his or her broker, dealer, commercial bank, trust company or other nominee to the Depositary at one of its addresses set forth below:

The Depositary for the Offer is:

Computershare

By Registered or Certified Mail:

Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
P.O. Box 43011
Providence, RI 02940-3011

By Overnight Courier:

Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
250 Royall Street, Suite V
Canton, MA 02021

Questions or requests for assistance or additional copies of the Offer to Purchase and this Letter of Transmittal may be directed to the Information Agent or the Dealer Manager at their respective telephone numbers and addresses set forth below. Stockholders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

Georgeson

480 Washington Blvd., 26th Floor
Jersey City, NJ 07310
Banks, Brokers and Shareholders
Call Toll-Free (888) 877-5360
Or Contact via E-mail at:
plxtechnology@georgeson.com

The Dealer Manager for the Offer is:

BARCLAYS

Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019
Banks, Brokers and Stockholders
Call Toll-Free: (888) 610-5877

Offer To Purchase For Cash
All Outstanding Shares of Common Stock
of
PLX TECHNOLOGY, INC.
at
$6.50 Per Share
Pursuant to the Offer to Purchase dated July 8, 2014
by
PLUTO MERGER SUB, INC.
a wholly owned subsidiary of

AVAGO TECHNOLOGIES WIRELESS (U.S.A.) MANUFACTURING INC.
an indirect wholly owned subsidiary of

AVAGO TECHNOLOGIES LIMITED

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON AUGUST 11, 2014, (ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON AUGUST 11, 2014), UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

July 8, 2014

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

We have been engaged by Pluto Merger Sub, Inc. (the "Purchaser"), a Delaware corporation and a wholly owned subsidiary of Avago Technologies Wireless (U.S.A.) Manufacturing Inc. ("Parent"), a Delaware corporation and an indirect wholly owned subsidiary of Avago Technologies Limited ("Avago"), a company organized under the laws of the Republic of Singapore, to act as the Dealer Manager in connection with the Purchaser's offer to purchase all of the outstanding shares of common stock, par value $0.001 per share (the "Shares"), of PLX Technology, Inc. (the "Company" or "PLX"), a Delaware corporation, at a price per Share of $6.50 in cash (the "Offer Price"), without interest, subject to any withholding of taxes required by applicable law, upon the terms and subject to the conditions set forth in the offer to purchase, dated July 8, 2014 (as it may be amended or supplemented from time to time, the "Offer to Purchase"), and the related letter of transmittal (as it may be amended or supplemented from time to time, the "Letter of Transmittal"), which Offer to Purchase and Letter of Transmittal are enclosed herewith and collectively constitute the "Offer." Please furnish copies of the enclosed materials to those of your clients for whom you hold Shares registered in your name or in the name of your nominee.

THE BOARD OF DIRECTORS OF PLX UNANIMOUSLY RECOMMENDS THAT STOCKHOLDERS TENDER ALL OF THEIR SHARES INTO THE OFFER.

The Offer is not subject to any financing condition. The conditions of the Offer are described in Section 15 of the Offer to Purchase.

For your information and for forwarding to your clients for whom you hold Shares registered in your name or in the name of your nominee, we are enclosing the following documents:

1. The Offer to Purchase;

2. The Letter of Transmittal for your use in accepting the Offer and tendering Shares and for the information of your clients, together with the included Internal Revenue Service Form W-9;

3. A form of letter that may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Offer;

4. The Company's Solicitation/Recommendation Statement on Schedule 14D-9; and

5. A return envelope addressed to the Depositary for your use only.

We urge you to contact your clients as promptly as possible. Please note that the Offer and withdrawal rights will expire at 12:00 midnight, New York City time, on August 11, 2014 (one minute after 11:59 P.M., New York City time, on August 11, 2014), unless the Offer is extended or earlier terminated.

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of June 23, 2014, by and among Parent, the Purchaser and the Company (as it may be amended, modified or supplemented from time to time in accordance with its terms, the "Merger Agreement").

Subject to the satisfaction or waiver of certain conditions set forth Merger Agreement, the Purchaser and the Company have agreed to take all necessary and appropriate actions to cause the Purchaser to merge with and into the Company (the "Merger"), with the Company continuing as the surviving corporation and as a wholly owned subsidiary of Parent. The closing of the Merger will occur as promptly as practicable and in any event no later than the second business day after the conditions set forth in the Merger Agreement are satisfied or waived. If, after the consummation of the Offer, the Purchaser and any other subsidiary of Parent holds at least 90% of the outstanding Shares, the Purchaser and the Company have agreed to take all necessary and appropriate actions to cause the Merger to become effective as promptly as practicable, without a meeting of the stockholders of the Company, in accordance with Section 253 of the General Corporation Law of the State of Delaware ("Delaware Law"). In the event that the Merger cannot be effected pursuant to Section 253 of Delaware Law, then, as promptly as practicable following the consummation of the Offer, each of the Purchaser and the Company will take all necessary and appropriate actions to cause the Merger to become effective, without a meeting of the stockholders of the Company, in accordance with Section 251(h) of Delaware Law. In either case, if the aforementioned conditions are met and the Merger is effected pursuant to Section 253 or Section 251(h) of Delaware Law, the Merger will take place without a vote or any further action by the stockholders of the Company. At the effective time of the Merger (the "Effective Time"), each Share issued and outstanding immediately prior to the Effective Time will be converted into the right to receive cash in an amount equal to the Offer Price, without interest, subject to any withholding of taxes required by applicable law, except as provided in the Merger Agreement with respect to Shares owned by Parent, the Company or any of their direct or indirect wholly owned subsidiaries or Shares held by any stockholder who is entitled to demand and properly has demanded appraisal for such Shares in accordance and full compliance with Section 262 of Delaware Law.

After careful consideration, PLX's Board of Directors has unanimously (i) authorized, approved and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger; (ii) determined that the transactions contemplated by the Merger Agreement are advisable, fair to and in the best interests of PLX and its stockholders; and (iii) resolved to recommend that PLX's stockholders accept the Offer and tender their Shares to the Purchaser pursuant to the Offer.

For Shares to be properly tendered pursuant to the Offer, (i) a properly completed and duly executed Letter of Transmittal, including any required signature guarantees, together with any share certificates and any other documents required to be delivered with such Letter of Transmittal or, (ii) in the case of book-entry transfer at DTC, an Agent's Message (as defined in Section 3 of the Offer to Purchase) in lieu of such Letter of Transmittal, and any other documents required, must be timely received by the Depositary. **There is no procedure for guaranteed delivery in the Offer.**

Neither the Purchaser, nor Parent nor Avago, will pay any fees or commissions to any broker or dealer or to any other person (other than to Computershare Trust Company, N.A. as depositary (the "Depositary") and as tabulation agent (the "Tabulation Agent"), Georgeson Inc. (the "Information Agent") and Barclays Capital Inc. (the "Dealer Manager") as described in the Offer to Purchase) in connection with the solicitation of tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks, trust companies and other nominees will, upon request, be reimbursed by the Purchaser for customary mailing and handling expenses incurred by them in

forwarding offering materials to their customers. Stock transfer taxes with respect to the transfer and sale of any Shares will be withheld and deducted from the purchase price of such Shares purchased as set forth in Instruction 6 of the Letter of Transmittal.

Any inquiries you may have with respect to the Offer should be addressed to, and additional copies of the enclosed materials may be obtained from us at our address and telephone number set forth below and on the back cover of the Offer to Purchase. Such copies will be furnished promptly at the Purchaser's expense. Questions or requests for assistance may also be directed to the Dealer Manager at the address and telephone number set forth below and on the back cover of the Offer to Purchase.

Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019

Banks, Brokers and Stockholders
Call Toll-Free: (888) 610-5877

Very truly yours,

Barclays Capital Inc.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL RENDER YOU THE AGENT OF THE PURCHASER, PARENT, AVAGO, THE COMPANY, THE DEPOSITARY, THE TABULATION AGENT, THE INFORMATION AGENT OR THE DEALER MANAGER OR ANY AFFILIATE OF ANY OF THEM OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE OFFER OTHER THAN THE ENCLOSED DOCUMENTS AND THE STATEMENTS CONTAINED THEREIN.

Offer To Purchase For Cash
All Outstanding Shares of Common Stock
of
PLX TECHNOLOGY, INC.
at
$6.50 Per Share
Pursuant to the Offer to Purchase dated July 8, 2014
by
PLUTO MERGER SUB, INC.
a wholly owned subsidiary of

AVAGO TECHNOLOGIES WIRELESS (U.S.A.) MANUFACTURING INC.
an indirect wholly owned subsidiary of

AVAGO TECHNOLOGIES LIMITED

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON AUGUST 11, 2014 (ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON AUGUST 11, 2014), UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

July 8, 2014

To our Clients:

Enclosed for your consideration are the Offer to Purchase, dated July 8, 2014 (as it may be amended or supplemented from time to time, the "Offer to Purchase"), and the related Letter of Transmittal (as it may be amended or supplemented from time to time, the "Letter of Transmittal"), which Offer to Purchase and Letter of Transmittal collectively constitute the "Offer." Pluto Merger Sub, Inc. (the "Purchaser"), a Delaware corporation and a wholly owned subsidiary of Avago Technologies Wireless (U.S.A.) Manufacturing Inc. ("Parent"), a Delaware corporation and an indirect wholly owned subsidiary of Avago Technologies Limited ("Avago"), a company organized under the laws of the Republic of Singapore, is offering to purchase all of the outstanding shares of common stock, par value $0.001 per share (the "Shares"), of PLX Technology, Inc. (the "Company" or "PLX"), a Delaware corporation, at a price per Share of $6.50 in cash (the "Offer Price"), without interest, subject to any withholding of taxes required by applicable law, upon the terms and subject to the conditions set forth in the Offer to Purchase.

THE BOARD OF DIRECTORS OF PLX UNANIMOUSLY RECOMMENDS THAT YOU TENDER ALL OF YOUR SHARES INTO THE OFFER.

We or our nominees are the holder of record of Shares held for your account. A tender of such Shares can be made only by us as the holder of record and pursuant to your instructions. **The Letter of Transmittal accompanying this letter is furnished to you for your information only and cannot be used by you to tender Shares held by us for your account.**

We request instructions as to whether you wish us to tender any or all of the Shares held by us for your account, upon the terms and subject to the conditions set forth in the enclosed Offer to Purchase and the Letter of Transmittal.

Please note carefully the following:

1. The Offer Price for your Shares is $6.50 per Share in cash, without interest, subject to any withholding of taxes required by applicable law.
2. The Offer is being made for all outstanding Shares.

3. The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of June 23, 2014, by and among Parent, the Purchaser and the Company (as it may be amended, modified or supplemented from time to time in accordance with its terms, the "Merger Agreement"). Subject to the satisfaction or waiver of certain conditions set forth Merger Agreement, the Purchaser and the Company have agreed to take all necessary and appropriate actions to cause the Purchaser to merge with and into the Company (the "Merger"), with the Company continuing as the surviving corporation and as a wholly owned subsidiary of Parent. The closing of the Merger will occur as promptly as practicable and in any event no later than the second business day after the conditions set forth in the Merger Agreement are satisfied or waived. If, after the consummation of the Offer, the Purchaser and any other subsidiary of Parent hold at least 90% of the outstanding Shares, the Purchaser and the Company have agreed to take all necessary and appropriate actions to cause the Merger to become effective as promptly as practicable, without a meeting of the stockholders of the Company, in accordance with Section 253 of the General Corporation Law of the State of Delaware ("Delaware Law"). In the event that the Merger cannot be effected pursuant to Section 253 of Delaware Law, then, as promptly as practicable following the consummation of the Offer, each of the Purchaser and the Company will take all necessary and appropriate actions to cause the Merger to become effective, without a meeting of the stockholders of the Company, in accordance with Section 251(h) of Delaware Law. In either case, if the aforementioned conditions are met and the Merger is effected pursuant to Section 253 or Section 251(h) of Delaware Law, the Merger will take place without a vote or any further action by the stockholders of the Company. At the effective time of the Merger (the "Effective Time"), each Share issued and outstanding immediately prior to the Effective Time will be converted into the right to receive cash in an amount equal to the Offer Price, without interest, subject to any withholding of taxes required by applicable law, except as provided in the Merger Agreement with respect to Shares owned by Parent, the Company or any of their direct or indirect wholly owned subsidiaries or Shares held by any stockholder who is entitled to demand and properly has demanded appraisal for such Shares in accordance and full compliance with Section 262 of Delaware Law.

4. After careful consideration, PLX's Board of Directors has unanimously (i) authorized, approved and declared advisable the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger; (ii) determined that the transactions contemplated by the Merger Agreement are advisable, fair to and in the best interests of PLX and its stockholders; and (iii) resolved to recommend that PLX's stockholders accept the Offer and tender their Shares to the Purchaser pursuant to the Offer.

5. The Offer and withdrawal rights will expire at 12:00 midnight, New York City time, on August 11, 2014 (one minute after 11:59 P.M., New York City time, on August 11, 2014) (such date and time, the "Expiration Date"), unless (i) the Purchaser extends the period during which the Offer is open pursuant to and in accordance with the terms of the Merger Agreement, in which event the term "Expiration Date" will mean the latest date and time at which the Offer, as so extended by the Purchaser, will expire or (ii) the Merger Agreement has been earlier terminated.

6. **The Offer is not subject to any financing condition.** The Offer is conditioned upon (i) there being validly tendered in the Offer and not properly withdrawn prior to the Expiration Date that number of Shares that, together with the number of Shares (if any) then owned by Parent or any of its wholly owned direct or indirect subsidiaries (or with respect to which Parent or any of its wholly owned direct or indirect subsidiaries otherwise has sole voting power) represents at least a majority of the Shares then outstanding on a fully diluted basis (as defined herein) and no less than a majority of the voting power of the shares of capital stock of the Company then outstanding on a fully diluted basis and entitled to vote upon the adoption of the Merger Agreement and approval of the Merger (ii) the applicable waiting period under (a) the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, having expired or been terminated, and (b) chapter VII of the Act against Restraints of Competition of 1958 of Germany, as amended, having expired or been terminated and (iii) the satisfaction or waiver by the Purchaser of the other conditions and requirements of the Offer described in the Offer to Purchase.

7. Stock transfer taxes with respect to the transfer and sale of any Shares will be withheld and deducted from the purchase price of such Shares purchased as set forth in Instruction 6 of the Letter of Transmittal.

If you wish to have us tender any or all of your Shares, then please so instruct us by completing, executing, detaching and returning to us the Instruction Form on the detachable part hereof. An envelope to return your instructions to us is enclosed. If you authorize tender of your Shares, then all such Shares will be tendered unless otherwise specified on the Instruction Form.

Your prompt action is requested. Your Instruction Form should be forwarded to us in ample time to permit us to submit the tender on your behalf before the Expiration Date.

The Offer is being made to all holders of the Shares. The Purchaser is not aware of any jurisdiction in which the making of the Offer or the acceptance thereof would be prohibited by securities, "blue sky" or other valid laws of such jurisdiction. If the Purchaser becomes aware of any U.S. state in which the making of the Offer or the acceptance of Shares pursuant thereto would not be in compliance with an administrative or judicial action taken pursuant to U.S. state statute, it will make a good faith effort to comply with any such law. If, after such good faith effort, it cannot comply with any such law, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares in such jurisdiction. In any jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

INSTRUCTION FORM
With Respect to the Offer to Purchase for Cash
All Outstanding Shares of Common Stock
of
PLX TECHNOLOGY, INC.
at
$6.50 Per Share
Pursuant to the Offer to Purchase dated July 8, 2014
by
PLUTO MERGER SUB, INC.
a wholly owned subsidiary of

AVAGO TECHNOLOGIES WIRELESS (U.S.A.) MANUFACTURING INC.
an indirect wholly owned subsidiary of

AVAGO TECHNOLOGIES LIMITED

The undersigned acknowledge(s) receipt of your letter and the enclosed offer to purchase, dated July 8, 2014 (as it may be amended or supplemented from time to time, the "Offer to Purchase"), and the related letter of transmittal (as it may be amended or supplemented from time to time, the "Letter of Transmittal"), which Offer to Purchase and Letter of Transmittal collectively constitute the "Offer." Pluto Merger Sub, Inc. (the "Purchaser"), a Delaware corporation and a wholly owned subsidiary of Avago Technologies Wireless (U.S.A.) Manufacturing Inc. ("Parent"), a Delaware corporation and a wholly owned indirect subsidiary of Avago Technologies Limited ("Avago"), a company organized under the laws of the Republic of Singapore, is offering to purchase all of the outstanding shares of common stock, par value $0.001 per share (the "Shares"), of PLX Technology, Inc. (the "Company"), a Delaware corporation, at a price of $6.50 per Share in cash (the "Offer Price"), without interest, subject to any withholding of taxes as required by applicable law, upon the terms and subject to the conditions of the Offer. The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of June 23, 2014, by and among Parent, the Purchaser and the Company (as it may be amended, modified or supplemented from time to time in accordance with its terms, the "Merger Agreement").

The undersigned hereby instruct(s) you to tender to the Purchaser the number of Shares indicated below or, if no number is indicated, all Shares held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer. The undersigned understands and acknowledges that all questions as to the validity, form and eligibility (including time of receipt) and acceptance for payment of any tender of Shares made on my behalf will be determined by the Purchaser in its sole discretion.

ACCOUNT NUMBER: _____

NUMBER OF SHARES BEING TENDERED HEREBY: _____ SHARES*

The method of delivery of this Instruction Form is at the election and risk of the tendering stockholder. This Instruction Form should be delivered to us in ample time to permit us to submit the tender on your behalf prior to the Expiration Date (as defined in the Offer to Purchase).

* Unless otherwise indicated, it will be assumed that all Shares held by us for your account are to be tendered.

Dated: _____

_____

(Signature(s))

_____

(Please Print Name(s))

Address: _____

(Include Zip Code)

Area Code and Telephone No.: _____

Taxpayer Identification or Social Security No.: _____

Exhibit (a)(1)(v)

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares (as defined below). The Offer (as defined below) is made solely by the Offer to Purchase (as defined below) and the related Letter of Transmittal (as defined below) and any amendments or supplements thereto. The Offer is being made to all holders of Shares. The Purchaser (as defined below) is not aware of any jurisdiction in which the making of the Offer or the acceptance thereof would be prohibited by securities, "blue sky" or other valid laws of such jurisdiction. If the Purchaser becomes aware of any U.S. state in which the making of the Offer or the acceptance of Shares pursuant thereto would not be in compliance with an administrative or judicial action taken pursuant to U.S. state statute, it will make a good faith effort to comply with any such law. If, after such good faith effort, it cannot comply with any such law, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares in such state. In those jurisdictions, if any, where applicable laws require that the Offer be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of the Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by the Purchaser.

Notice of Offer to Purchase for Cash
All Outstanding Shares of Common Stock
of
PLX TECHNOLOGY, INC.
at
$6.50 Per Share
by
PLUTO MERGER SUB, INC.
a wholly owned subsidiary of

AVAGO TECHNOLOGIES WIRELESS (U.S.A.) MANFACTURING INC.
an indirect wholly owned subsidiary of

AVAGO TECHNOLOGIES LIMITED

Pluto Merger Sub, Inc. (the "Purchaser"), a Delaware corporation and a wholly owned subsidiary of Avago Technologies Wireless (U.S.A.) Manufacturing Inc. ("Parent"), a Delaware corporation and an indirect wholly owned subsidiary of Avago Technologies Limited ("Avago"), a company organized under the laws of the Republic of Singapore, is offering to purchase all of the outstanding shares of common stock, par value $0.001 per share (the "Shares"), of PLX Technology, Inc. (the "Company" or "PLX"), a Delaware corporation, at a price per Share of $6.50 in cash (the "Offer Price"), without interest, subject to any withholding of taxes required by applicable law. This offer is being made upon the terms and subject to the conditions set forth in the offer to purchase, dated July 8, 2014 (as it may be amended or supplemented from time to time, the "Offer to Purchase"), and in the related letter of transmittal (as it may be amended or supplemented from time to time, the "Letter of Transmittal"), which Offer to Purchase and Letter of Transmittal collectively constitute the "Offer."

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON AUGUST 11, 2014 (ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON AUGUST 11, 2014), UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

As further described in the Offer to Purchase, "on a fully diluted basis" means, as of any date, (i) the number of Shares outstanding, plus (ii) the number of Shares the Company is then required to issue pursuant to options, warrants, rights or other obligations outstanding at such date under any employee stock option or other benefit plans, warrant agreements or otherwise (assuming all options and other rights to acquire or obligations to issue such Shares are fully vested and exercisable and all Shares issuable at any time have been issued), including pursuant to each stock option or other equity plan of the Company.

Tendering stockholders who are record owners of Shares and who tender directly to Computershare Trust Company, N.A. (the "Depositary") in accordance with the terms of the Offer will not be obligated to pay

brokerage fees or commissions on the sale of Shares pursuant to the Offer. Stock transfer taxes with respect to the transfer and sale of any Shares will be withheld and deducted from the purchase price of such Shares purchased as set forth in Instruction 6 of the Letter of Transmittal.

Stockholders who hold their Shares through a broker, dealer, commercial bank, trust company or other nominee should consult with their nominee to determine if they will be charged any service fees or commissions.

Participants in the Company's Employee Stock Ownership Plan (the "ESOP") will not incur any fees to tender shares allocated to their ESOP accounts.

The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of June 23, 2014, by and among Parent, the Purchaser and the Company (as it may be amended, modified or supplemented from time to time in accordance with its terms, the "Merger Agreement").

Subject to the satisfaction or waiver of certain conditions set forth in the Merger Agreement, the Purchaser and the Company have agreed to take all necessary and appropriate actions to cause the Purchaser to merge with and into the Company (the "Merger"), with the Company continuing as the surviving corporation and as a wholly owned subsidiary of Parent. The closing of the Merger will occur as promptly as practicable and in any event no later than the second business day after the conditions set forth in the Merger Agreement are satisfied or waived. If, after the consummation of the Offer, the Purchaser and any other subsidiary of Parent hold at least 90% of the outstanding Shares, the Purchaser and the Company have agreed to take all necessary and appropriate actions to cause the Merger to become effective as promptly as practicable, without a meeting of the stockholders of the Company, in accordance with Section 253 of the General Corporation Law of the State of Delaware ("Delaware Law"). In the event that the Merger cannot be effected pursuant to Section 253 of Delaware Law, then, as promptly as practicable following the consummation of the Offer, each of the Purchaser and the Company will take all necessary and appropriate actions to cause the Merger to become effective, without a meeting of the stockholders of the Company, in accordance with Section 251(h) of Delaware Law. In either case, if the aforementioned conditions are met and the Merger is effected pursuant to Section 253 or Section 251(h) of Delaware Law, the Merger will take place without a vote or any further action by the stockholders of the Company. At the effective time of the Merger (the "Effective Time"), each Share issued and outstanding immediately prior to the Effective Time will be converted into the right to receive cash in an amount equal to the Offer Price, without interest, subject to any withholding of taxes required by applicable law, except as provided in the Merger Agreement with respect to Shares owned by Parent, the Company or any of their direct or indirect wholly owned subsidiaries or Shares held by any stockholder who is entitled to demand and properly has demanded appraisal for such Shares in accordance and full compliance with Section 262 of Delaware Law (unless such stockholder fails to perfect, withdraws, waives or loses the right to appraisal).

The Merger Agreement is more fully described in the Offer to Purchase.

The Offer is not subject to any financing condition. The Offer is conditioned upon (i) there being validly tendered in the Offer and not properly withdrawn prior to the date on which the offer expires that number of Shares that, together with the number of Shares (if any) then owned by Parent or any of its wholly owned direct or indirect subsidiaries (or with respect to which Parent or any of its wholly owned direct or indirect subsidiaries otherwise has sole voting power) represents at least a majority of the Shares then outstanding on a fully diluted basis and no less than a majority of the voting power of the shares of capital stock of the Company then outstanding on a fully diluted basis and entitled to vote upon the adoption of the Merger Agreement and approval of the Merger (collectively, the "Minimum Condition"), (ii) the applicable waiting period under (a) the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, having expired or been terminated, and (b) chapter VII of the Act against Restraints of Competition of 1958 of Germany, as amended, having expired or been terminated, and (iii) the satisfaction or waiver by the Purchaser of the other conditions and requirements of the Offer described in the Offer to Purchase.

THE BOARD OF DIRECTORS OF PLX UNANIMOUSLY RECOMMENDS THAT YOU TENDER ALL OF YOUR SHARES INTO THE OFFER.

THE BOARD OF DIRECTORS OF PLX HAS UNANIMOUSLY (1) AUTHORIZED, APPROVED AND DECLARED ADVISABLE THE MERGER AGREEMENT AND THE TRANSACTIONS CONTEMPLATED THEREBY, INCLUDING THE OFFER AND THE MERGER, (2) DETERMINED THAT THE TRANSACTIONS CONTEMPLATED BY THE MERGER AGREEMENT ARE ADVISABLE, FAIR TO AND IN THE BEST INTERESTS OF THE COMPANY AND ITS STOCKHOLDERS AND (3) RESOLVED TO RECOMMEND THAT THE COMPANY'S STOCKHOLDERS ACCEPT THE OFFER AND TENDER THEIR SHARES TO THE PURCHASER PURSUANT TO THE OFFER.

Upon the terms and subject to the conditions to the Offer (as described in the Offer to Purchase), the Purchaser will accept for payment and thereafter pay for all Shares validly tendered and not properly withdrawn prior to 12:00 midnight, New York City time, on August 11, 2014 (one minute after 11:59 P.M., New York City time, on August 11, 2014) (such date and time, the "Expiration Date"), unless (i) the Purchaser extends the period during which the Offer is open pursuant to and in accordance with the terms of the Merger Agreement, in which event the term "Expiration Date" means the latest date and time at which the Offer, as so extended by the Purchaser, will expire) or (ii) the Merger Agreement has been earlier terminated. Pursuant to the Merger Agreement, the Purchaser will extend the Offer (i) for any period required by any applicable rule, regulation, interpretation or position of the United States Securities and Exchange Commission (the "SEC") or its staff or for any period otherwise required by applicable law and (ii) on one or more occasions, for successive periods of up to 20 business days each, the length of each such period (subject to such 20 business day maximum) to be determined by Parent in its sole discretion, if on or prior to any then scheduled Expiration Date, any condition to the Offer (including the Minimum Condition and the other conditions and requirements set forth in the Merger Agreement) has not been satisfied, or, where permitted by applicable law and the Merger Agreement, waived by the Purchaser, in order to permit the satisfaction of such conditions; *provided*, *however*, that in no event will the Purchaser be required to extend the Offer to a date later than November 23, 2014 (the "Outside Date") and the Purchaser's obligation to extend the Offer is further limited as described below and in the Offer to Purchase. For purposes of the Offer, as provided under the Securities Exchange Act of 1934, as amended (together with all rules and regulations promulgated thereunder, the "Exchange Act"), a "business day" means any day other than a Saturday, Sunday or a U.S. federal holiday and consists of the time period from 12:01 A.M. through 12:00 midnight, New York City time.

Subject to the applicable rules and regulations of the SEC, the Purchaser expressly reserves the right to increase the Offer Price, make any other change in the terms and conditions of the Offer or waive any of the conditions to the Offer, in whole or in part and at any time and from time to time, in the Purchaser's sole discretion; *provided*, *however*, that unless otherwise contemplated by the Merger Agreement or as previously approved by the Company in writing, the Purchaser will not (i) decrease the Offer Price, (ii) change the form of consideration payable in the Offer (other than adding consideration), (iii) reduce the maximum number of Shares to be purchased in the Offer, (iv) amend or waive the Minimum Condition or the Required Governmental Approvals (as defined in the Merger Agreement), (v) add to or amend any of the other conditions and requirements to the Offer described in the Offer to Purchase in a manner that is material and adverse to the holders of Shares, (vi) extend the Offer except as otherwise provided in the Merger Agreement; or (vii) otherwise amend the Offer in any manner that is material and adverse to the holders of Shares.

Any extension, delay, termination, waiver or amendment of the Offer will be followed as promptly as practicable by public announcement thereof. In the case of an extension of the Offer, such announcement will be made no later than 9:00 A.M., New York City time, on the next business day after the previously scheduled Expiration Date. Each of the time periods described in this and the foregoing three paragraphs shall be calculated in accordance with Rule 14d-1(g)(3) under the Exchange Act.

For purposes of the Offer, the Purchaser will be deemed to have accepted for payment, and thereby purchased, Shares validly tendered and not properly withdrawn, if and when the Purchaser gives oral or written

notice to the Depositary of the Purchaser's acceptance for payment of such Shares pursuant to the Offer. Upon the terms and subject to the conditions to the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the Offer Price therefor with the Depositary, which will act as agent for tendering stockholders for the purpose of receiving payments from the Purchaser and transmitting such payments to tendering stockholders of record whose Shares have been accepted for payment. **Under no circumstances will interest with respect to the Shares purchased pursuant to the Offer be paid, regardless of any extension of the Offer or delay in making such payment**.

No alternative, conditional or contingent tenders will be accepted. **There is no procedure for guaranteed delivery in the Offer.** In order for a Company stockholder to validly tender Shares pursuant to the Offer, the stockholder must follow one of the following procedures:

- for Shares held as physical certificates, the certificates representing tendered Shares, a properly completed and duly executed Letter of Transmittal, together with any required signature guarantees, and any other documents required by the Letter of Transmittal, must be received by the Depositary before the Expiration Date;
- for Shares held directly in book-entry form in an account with the Company's transfer agent, either a properly completed and duly executed Letter of Transmittal, together with any required signature guarantees, or an Agent's Message (as defined in the Offer to Purchase) in lieu of such Letter of Transmittal, and any other required documents, must be received by the Depositary, and such Shares must be delivered according to the book-entry transfer procedures described in the Offer to Purchase, in each case before the Expiration Date;
- for Shares held through a broker, dealer, commercial bank, trust company or other nominee, the stockholder must contact such nominee and give instructions to tender such Shares; and
- for Shares held through the ESOP, the ESOP participant must complete and return the ESOP Instruction Form to Computershare Trust Company, N.A., in its capacity as tabulation agent for the Offer (the "Tabulation Agent") so it is received no later than 5:00 P.M., New York City time, on August 6, 2014, or, if the Offer is extended, no later than 5:00 P.M., New York City time, on the third business day prior to the expiration of the Offer.

Shares tendered pursuant to the Offer may be withdrawn at any time prior to the Expiration Date. Thereafter, tenders of Shares are irrevocable, except that they may also be withdrawn after September 5, 2014 (i.e., after 60 calendar days from the commencement of the Offer), unless such Shares have already been accepted for payment by the Purchaser pursuant to the Offer by the end of September 5, 2014. For a withdrawal to be proper and effective, a written notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover of the Offer to Purchase. Any such notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of such Shares, if different from that of the person who tendered such Shares. If certificates evidencing Shares to be withdrawn have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such certificates, the serial numbers shown on such certificates must be submitted to the Depositary and the signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution (as defined in the Offer to Purchase), unless such Shares have been tendered for the account of an Eligible Institution. If Shares have been tendered pursuant to the procedure for book-entry transfer as set forth in the Offer to Purchase, any notice of withdrawal must also specify the name and number of the account at the Book-Entry Transfer Facility (as defined in the Offer to Purchase) to be credited with the withdrawn Shares. Participants in the ESOP who wish to withdraw their shares must submit a new ESOP Instruction Form to the Tabulation Agent indicating such withdrawal by 5:00 P.M., New York City time, on August 6, 2014, or, if the Offer is extended, no later than 5:00 P.M., New York City time, on the third business day prior to the expiration of the Offer.

Withdrawals of tendered Shares may not be rescinded, and any Shares properly withdrawn will thereafter be deemed not to have been validly tendered for purposes of the Offer. However, Shares that have been properly withdrawn may be re-tendered at any time prior to the Expiration Date by following one of the procedures described the Offer to Purchase.

All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by the Purchaser in its sole discretion. The Purchaser reserves the absolute right to reject any and all tenders determined by the Purchaser not to be in proper form or the acceptance for payment of which may, upon the advice of counsel, be unlawful.

None of the Purchaser, Parent, Avago, the Depositary, the Tabulation Agent, the Information Agent (as defined below), the Dealer Manager (as defined below) or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification. The Purchaser's interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto) will be determined by the Purchaser in its sole discretion.

The Company has provided the Purchaser with the Company's stockholder list and security position listings for the purpose of disseminating the Offer to holders of Shares. The Offer to Purchase and the Letter of Transmittal will be mailed to record holders of Shares whose names appear on the Company's stockholder list and will be furnished, for subsequent transmittal to beneficial owners of Shares, to brokers, dealers, commercial banks, trust companies and other persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing.

The receipt of cash for Shares pursuant to the Offer or the Merger will be a taxable transaction for U.S. federal income tax purposes. In general, a United States Holder (as defined in the Offer to Purchase) will recognize gain or loss in an amount equal to the difference between such United States Holder's adjusted tax basis in such Shares sold pursuant to the Offer or converted into the right to receive cash in the Merger and the amount of cash received therefor. For a more detailed description of certain U.S. federal income tax consequences of the Offer and the Merger, see the Offer to Purchase. **Each holder of Shares should consult its tax advisor about the particular tax consequences to such holder of tendering or exchanging Shares pursuant to the Offer or the Merger or exercising appraisal rights.**

The Offer to Purchase, the Letter of Transmittal and PLX's Solicitation/Recommendation Statement on Schedule 14D-9 (which contains the recommendation of the Board of Directors of PLX and the reasons therefor) contain important information. Stockholders should carefully read these documents in their entirety before making a decision with respect to the Offer.

The information required to be disclosed by Rule 14d-6(d)(1) under the Exchange Act is contained in the Offer to Purchase and is incorporated herein by reference.

Questions or requests for assistance or additional copies of the Offer to Purchase, the Letter of Transmittal and other tender offer materials may be directed to the Information Agent or the Dealer Manager at their respective telephone numbers and addresses set forth below. Stockholders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

Except as set forth in the Offer to Purchase, neither Avago, Parent nor the Purchaser will pay any fees or commissions to any broker or dealer or any other person for soliciting tenders of Shares pursuant to the Offer.

The Information Agent for the Offer is:

Georgeson

480 Washington Blvd., 26th Floor
Jersey City, NJ 07310
Banks, Brokers and Shareholders
Call Toll-Free: (888) 877-5360
Or Contact via E-mail at: plxtechnology@georgeson.com

The Dealer Manager for the Offer is:

Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019
Banks, Brokers and Stockholders
Call Toll-Free: (888) 610-5877

July 8, 2014

Letter of Instruction to the
ESOP Instruction Form
to Direct the ESOP Trustee to
Tender Shares of Common Stock

of

PLX TECHNOLOGY, INC.
Allocated to your ESOP account
for
$6.50 Per Share
Pursuant to the Offer to Purchase dated July 8, 2014,
by
PLUTO MERGER SUB, INC.
a wholly owned subsidiary of

AVAGO TECHNOLOGIES WIRELESS (U.S.A.) MANUFACTURING INC.
an indirect wholly owned subsidiary of

AVAGO TECHNOLOGIES LIMITED

Dear ESOP Participant:

Enclosed are materials that require your immediate attention. The materials describe matters directly affecting your interest in the PLX Technology, Inc. Employee Stock Ownership Plan (the "ESOP"). You are entitled to instruct Alan M. Weissman, as trustee for the ESOP (the "Trustee"), whether or not to tender all or a portion of the shares of common stock of PLX Technology, Inc. (the "Company" or "PLX") (such shares, the "Shares") allocated to your ESOP account pursuant to the Offer (as defined below). Your instructions to the Trustee will be confidential.

Read all the materials carefully, you will need to complete the enclosed ESOP Instruction Form and return it to Computershare Trust Company, N.A., the Tabulation Agent:

Computershare

By Registered or Certified Mail:
Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
P.O. Box 43011
Providence, RI 02940-3011

By Overnight Courier
Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
250 Royall Street, Suite V
Canton, MA 02021

Delivery of this ESOP Instruction Form to an address other than as set forth above, does not constitute an instruction to the Trustee.

IN ORDER FOR THE TRUSTEE OF THE ESOP TO MAKE A TIMELY TENDER OF THE SHARES ALLOCATED TO YOUR ESOP ACCOUNT, YOU MUST COMPLETE AND RETURN THE ESOP INSTRUCTION FORM SO IT IS RECEIVED BY THE TABULATION AGENT NO LATER THAN 5:00 P.M., NEW YORK CITY TIME, ON AUGUST 6, 2014, OR, IF THE OFFER IS EXTENDED, NO LATER THAN 5:00 P.M., NEW YORK CITY TIME, ON THE THIRD BUSINESS DAY PRIOR TO THE EXPIRATION DATE. ONLY THE TRUSTEE MAY TENDER THE SHARES ALLOCATED TO YOUR ESOP ACCOUNT. DO NOT USE THE STANDARD LETTER OF TRANSMITTAL TO TRY TO TENDER THE SHARES ALLOCATED TO YOUR ESOP ACCOUNT.

VOLUNTARY CORPORATE ACTION COY: PLXT ESOP PLAN

The remainder of this letter summarizes your rights and alternatives under the ESOP, but you should also review carefully the offer to purchase, dated July 8, 2014 (as it may be amended or supplemented from time to time, the "Offer to Purchase") and in the related letter of transmittal (as it may be amended or supplemented from time to time, the "Letter of Transmittal," which Offer to Purchase and Letter of Transmittal collectively constitute the "Offer"), the ESOP Instruction Form and PLX's Solicitation Recommendation Statement on Schedule 14D-9.

BACKGROUND

Pluto Merger Sub, Inc. (the "Purchaser"), a Delaware corporation and a wholly owned subsidiary of Avago Technologies Wireless (U.S.A.) Manufacturing Inc. ("Parent"), a Delaware corporation and an indirect wholly owned subsidiary of Avago Technologies Limited ("Avago"), a company organized under the laws of the Republic of Singapore, is offering to purchase all of the outstanding shares of common stock, par value $0.001 (the "Shares"), of PLX, a Delaware corporation, at a price per Share of $6.50 in cash (the "Offer Price"), without interest, subject to any withholding of taxes required by applicable law, upon the terms and subject to the conditions set forth in the Offer. The Offer is being made pursuant to the Agreement and Plan of Merger, dated as of June 23, 2014, by and among Parent, the Purchaser and the Company (as it may be amended, modified or supplemented from time to time in accordance with its terms, the "Merger Agreement"). Subject to the satisfaction or waiver of certain conditions set forth in the Merger Agreement, the Purchaser and the Company have agreed to take all necessary and appropriate actions to cause the Purchaser to merge with and into the Company (the "Merger"), with the Company continuing as the surviving corporation and as a wholly owned subsidiary of Parent. The closing of the Merger will occur as promptly as practicable and in any event no later than the second business day after the conditions set forth in the Merger Agreement are satisfied or waived. If, after the consummation of the Offer, the Purchaser and any other subsidiary of Parent holds at least 90% of the outstanding Shares, the Purchaser and the Company have agreed to take all necessary and appropriate actions to cause the Merger to become effective as promptly as practicable, without a meeting of the stockholders of the Company, in accordance with Section 253 of the General Corporation Law of the State of Delaware ("Delaware Law"). In the event that the Merger cannot be effected pursuant to Section 253 of Delaware Law, then, as promptly as practicable following the consummation of the Offer, each of the Purchaser and the Company will take all necessary and appropriate actions to cause the Merger to become effective, without a meeting of the stockholders of the Company, in accordance with Section 251(h) of Delaware Law. In either case, if the aforementioned conditions are met and the Merger is effected pursuant to Section 253 or Section 251(h) of Delaware Law, the Merger will take place without a vote or any further action by the stockholders of the Company. At the effective time of the Merger (the "Effective Time"), each Share issued and outstanding immediately prior to the Effective Time will be converted into the right to receive cash in an amount equal to the Offer Price, without interest, subject to any withholding of taxes required by applicable law, except as provided in the Merger Agreement with respect to Shares owned by Parent, the Company or any of their direct or indirect wholly owned subsidiaries or Shares held by any stockholder who is entitled to demand and properly has demanded appraisal for such Shares in accordance and full compliance with Section 262 of Delaware Law (unless such stockholder fails to perfect, withdraws, waives or loses the right to appraisal).

Please refer to the Offer to Purchase for more information about the tax consequences to you of the Offer and the Merger. You should consult with your tax advisors for a full understanding of all of the tax consequences to you of the Offer and the Merger and its impact on your ESOP account, if any.

The enclosed Offer to Purchase sets forth the objectives, terms and conditions of the Offer and is being provided to all of the Company's stockholders. Also enclosed is PLX's Recommendation Statement on Schedule 14D-9.

As a participant in the ESOP, you are directly affected because the Offer extends to the approximately 322,033 Shares held by the ESOP in total for all participants as of July 3, 2014. Only the Trustee of the ESOP can actually tender the Shares. However, as an ESOP participant you have the right, pursuant to the terms of the ESOP, to direct the Trustee as to whether or not to tender all or a portion of the Shares allocated to your ESOP account. Your ESOP account will receive the Offer Price (without interest, subject to any withholding of taxes required by applicable law (no such withholding is required with respect to your ESOP account) and upon the terms and subject to the conditions of the Offer as described in the Offer to Purchase) for each Share you elect to tender from your

ESOP account. **INDIVIDUAL PARTICIPANTS IN THE ESOP WILL NOT RECEIVE ANY PORTION OF THE TENDER PROCEEDS FOR SHARES HELD IN THE ESOP. ALL SUCH PROCEEDS AND PLAN ASSETS WILL REMAIN IN THE ESOP AND MAY BE DISTRIBUTED ONLY IN ACCORDANCE WITH THE TERMS OF THE ESOP.** The cash the ESOP receives for any Shares you elect to tender from your ESOP account will be invested in a money market account. Any Shares that you do not elect to tender will continue to be held in your ESOP account. However, if the Offer is successful, then, following the consummation of the Offer, at the Effective Time, each Share then issued and outstanding will be converted into the right to receive an amount in cash equal to the Offer Price, without interest (the "Merger Consideration"), subject to any withholding of taxes required by applicable law (no such withholding is required with respect to your ESOP account), except as provided in the Merger Agreement with respect to Shares owned by Parent, the Company or any of their direct or indirect wholly owned subsidiaries. Notwithstanding the foregoing, Shares issued and outstanding immediately prior to the Effective Time and held by a stockholder who is entitled to demand and properly has demanded appraisal for such Shares in accordance and full compliance with Section 262 of Delaware Law will not be converted into the right to receive the Merger Consideration and will instead be entitled to seek to have a Delaware court determine the "fair value" of such Shares in accordance with Delaware Law, unless such holder fails to perfect, withdraws, waives or loses the right to appraisal. In each such case, such Shares will be treated as if they had been converted at the Effective Time into the right to receive the Merger Consideration.

The Trustee will generally act pursuant to your directions. The Trustee will generally not tender Shares that are allocated to accounts of participants who fail to properly complete and timely return an ESOP Instruction Form.

Unallocated Shares and Shares held by the Trustee pending allocation to participants' accounts will be tendered in the same proportion as Shares with respect to which the Trustee has received instructions from participants.

To assure the confidentiality of your decision, the Tabulation Agent will tabulate the directions of ESOP participants as provided on the enclosed ESOP Instruction Form. You will note that your ESOP Instruction Form is to be returned to the Tabulation Agent.

The ESOP provides that the trust fund shall be invested primarily in Shares. The Company may amend the ESOP to allow proceeds from a tender of the Shares pursuant to the Offer to be invested other than in Shares. There can be no assurances that the Company will pursue such amendments or, that if amended, such amendments will occur prior to the Trustee receiving the proceeds from any Shares that are tendered. The investment of any proceeds received from a tender of Shares under the terms of the ESOP is subject to the Trustee's duty under the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

HOW YOU INSTRUCT THE TRUSTEE

The details of the Offer are described in the Offer to Purchase, which you should review carefully. If you want to tender any of the Shares allocated to your ESOP account you need to instruct the Trustee by completing the enclosed ESOP Instruction Form and returning it to the Tabulation Agent so that is it received no later than 5:00 P.M., New York City Time, on August 6, 2014, or, if the Offer is extended, no later than 5:00 P.M., New York City time, on the third business day prior to the Expiration Date.

IN ORDER FOR THE TRUSTEE TO MAKE A TIMELY TENDER OF YOUR SHARES, YOU MUST COMPLETE AND RETURN THE ENCLOSED ESOP INSTRUCTION FORM SO THAT IT IS RECEIVED BY THE TABULATION AGENT NO LATER THAN 5:00 P.M., NEW YORK CITY TIME, ON AUGUST 6, 2014, OR, IF THE OFFER IS EXTENDED, NO LATER THAN 5:00 P.M., NEW YORK CITY TIME, ON THE THIRD BUSINESS DAY PRIOR TO THE EXPIRATION DATE.

After the deadline above for returning the ESOP Instruction Form, the Tabulation Agent will complete the tabulation of all directions and the Trustee will tender the appropriate number of Shares.

PROCEDURE FOR DIRECTING TRUSTEE

An ESOP Instruction Form for directing the Trustee is enclosed. You must complete and return the enclosed ESOP Instruction Form so that it is received no later than 5:00 p.m., New York City time, on August 6, 2014, or, if the Offer is extended, no later than 5:00 P.M., New York City time, on the third business day prior to the Expiration Date. If your ESOP Instruction Form is not received by this deadline, or if it is not fully and properly completed, the Shares allocated to your ESOP account will not be tendered by the Trustee (except as explained under "Trustee's Legal Responsibility" below).

Your direction will be deemed irrevocable unless withdrawn by 5:00 p.m. New York City time, on August 6, 2014, or, if the Offer is extended, no later than 5:00 P.M., New York City time, on the third business day prior to the Expiration Date. In order to make an effective withdrawal, you must submit a new ESOP Instruction Form in accordance with the previous instructions for directing the tender set forth in this letter, either of which must be received by the Tabulation Agent no later than August 6, 2014 or, if the Offer is extended, no later than 5:00 P.M., New York City time, on the third business day prior to the Expiration Date.

NOTICE FOR INDIVIDUALS WHO OWN SHARES OUTSIDE OF THE ESOP

If you also own Shares outside of the ESOP, you will receive, or already have received, under separate cover, another copy (or copies) of the enclosed Offer to Purchase and Letter of Transmittal that can be used to tender your other Shares if you choose to do so. Instructions on tendering Shares that you own outside of the ESOP are in the Offer to Purchase and related Letter of Transmittal. Those documents may not be used to direct the Trustee to tender the Shares allocated to you under the ESOP. Similarly, the ESOP Instruction Form may not be used to tender any Shares you own outside of the ESOP.

CONFIDENTIALITY

AS MENTIONED ABOVE, THE TRUSTEE AND THE TABULATION AGENT WILL PROTECT THE CONFIDENTIALITY OF YOUR DECISION AS AN ESOP PARTICIPANT. UNDER NO CIRCUMSTANCES WILL YOUR DECISION BE DISCLOSED TO ANY DIRECTORS, OFFICERS, OR EMPLOYEES OF PLX EXCEPT TO A LIMITED NUMBER OF ADMINISTRATORS FOR THE SOLE PURPOSE OF ALLOCATING PROCEEDS TO YOUR ESOP ACCOUNT.

TRUSTEE'S LEGAL RESPONSIBILITY

If you affirmatively direct the Trustee concerning your decision to tender or not tender all or a portion of the Shares allocated to your ESOP account, the terms of the ESOP provide that the Trustee will generally follow your directions.

IF YOU FAIL TO AFFIRMATIVELY DIRECT THE TRUSTEE WHETHER OR NOT TO TENDER ALL OR A PORTION OF THE SHARES ALLOCATED TO YOUR ESOP ACCOUNT, THE ESOP PROVIDES THAT YOUR SHARES WILL NOT BE TENDERED AND THAT THE TRUSTEE HAS NO DISCRETION WITH RESPECT TO THOSE SHARES, EXCEPT AS MAY BE REQUIRED BY APPLICABLE LAW. The ESOP provides that any unallocated Shares will be tendered by the Trustee in the same proportion as the allocated Shares are tendered (or not tendered). The Trustee must determine whether following this provision of the ESOP would violate ERISA. The Trustee will generally follow your directions and the ESOP provisions unless he has well-founded reasons for concluding that doing so would violate ERISA. Should the Trustee determine that the implementation of a participant direction or adherence to any plan provision relative to tender offers would violate ERISA, he must ignore such direction or plan provision and exercise his discretion as Trustee in lieu of such direction or plan provision.

FURTHER INFORMATION

Georgeson Inc., the Information Agent, may be contacted at the address, telephone number or email address set forth below for questions and/or requests for additional copies of the Offer to Purchase, the Letter of Transmittal, the ESOP Instruction Form and other tender offer materials. Such copies will be furnished promptly at the Purchaser's expense.

The Information Agent for the Offer is:

480 Washington Blvd., 26th Floor
Jersey City, NJ 07310
Banks, Brokers and Shareholders
Call Toll-Free: (888) 877-5360
Or Contact via E-mail at: plxtechnology@georgeson.com

Your ability to instruct the Trustee concerning whether or not to tender all or a portion of Shares allocated to your account is an important part of your rights as an ESOP participant. Please consider this letter and the enclosed materials carefully and then return your ESOP Instruction Form promptly.

Sincerely,

Georgeson Inc.

ESOP INSTRUCTION FORM

The procedure for tendering and/or withdrawing your instructions to the Trustee to tender all or a portion of the Shares allocated to your ESOP account varies slightly from the general procedures for tendering and/or withdrawing a prior offer to tender Shares held outside of the ESOP. This ESOP Instruction Form is to be used by participants in the ESOP who have Shares allocated to their accounts in the ESOP. Please check one box below. If you are electing to tender less than all of Shares allocated to your ESOP account you will need to indicate the percentage of Shares you wish to tender. Information about the number of Shares allocated to your ESOP account can be obtained from Blue Ridge, the recordkeeper for the ESOP, on the web at https://www.esopconnection.com/plx. *Once you access the website you must log in with your first name, last name and social security number to access your account information.*

☐ **YES, TENDER all of the Shares allocated to my ESOP account**

☐ **YES, TENDER only the whole percentage of Shares allocated to my ESOP account, as indicated below:**

Percentage of Shares to be tendered _____%

☐ **NO, DO NOT TENDER any Shares allocated to my ESOP account**

As a participant in the ESOP, I acknowledge receipt of the Offer materials**.** I hereby direct the Trustee of the ESOP to tender or not to tender the Shares allocated to my ESOP account as indicated above.

I understand that if I sign, date and return this ESOP Instruction Form to the Tabulation Agent but do not provide the Trustee with direction, the Trustee will treat this action as an instruction by me **not** to tender any of the Shares allocated to my ESOP account.

Print your name on the line above Date

Signature Date

Your direction may be changed or withdrawn at any time up until 5:00 p.m., New York City Time, on August 6, 2014, or, if the Offer is extended, on the third business day prior to the Expiration Date, by delivering a new ESOP Instruction Form to the Tabulation Agent. The Tabulation Agent will use the last ESOP Instruction Form received from you no later than 5:00 p.m., New York City Time, on August 6, 2014, or, if the Offer is extended, no later than 5:00 p.m., New York City Time, on the third business day prior to the Expiration Date, to direct the Trustee in tendering the Shares allocated to you under the ESOP.

IMPORTANT: THIS ESOP INSTRUCTION FORM, PROPERLY COMPLETED AND DULY EXECUTED, MUST BE RECEIVED BY THE TABULATION AGENT NO LATER THAN 5:00 P.M., NEW YORK CITY TIME, ON AUGUST 6, 2014, OR, IF THE OFFER IS EXTENDED, NO LATER THAN 5:00 P.M., NEW YORK CITY TIME, ON THE THIRD BUSINESS DAY PRIOR TO THE EXPIRATION DATE.

The Tabulation Agent for the Offer is:

By Registered or Certified Mail:
Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
P.O. Box 43011
Providence, RI 02940-3011

By Overnight Courier
Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
250 Royall Street, Suite V
Canton, MA 02021

VOLUNTARY CORPORATE ACTION COY: PLXT ESOP PLAN

STRICTLY PRIVATE AND CONFIDENTIAL

May 30, 2014

Avago Technologies Wireless (U.S.A.) Manufacturing Inc.
350 West Trimble Road, Building 90
San Jose, CA 95131

Attention: Mr. Thomas Krause
Vice President, Corporate Development

CONFIDENTIALITY AGREEMENT

Dear Tom:

In connection with Avago Technologies Wireless (U.S.A.) Manufacturing Inc.'s (collectively with Avago Technologies Limited and its subsidiaries and controlled affiliates, "you" or "your") consideration of a possible transaction (the "Transaction") with PLX Technology, Inc. (collectively with its subsidiaries and affiliates, "we," "us" or the "Company"'), the Company is prepared to make available to you certain information relating to the Company which is not available to the general public. All such information, whether written or oral, whether furnished on or after the date of this letter agreement by the Company or its Representatives (as defined below), and regardless of the manner or form in which it is furnished, is collectively referred to in this letter agreement as "Evaluation Material." The term "Evaluation Material" also means all notes, analyses, compilations, studies, or other documents or media prepared by you or your Representatives ("Created Material") to the extent they contain, reflect or are based upon, in whole or in part, the confidential information furnished to you or your Representatives by the Company or its Representatives pursuant to this letter agreement. The term Evaluation Material does not include, however, information which (a) is or becomes generally available to the public other than as a result of a disclosure by you or your Representatives in violation of this letter agreement, (b) is or becomes available to you or your Representatives on a non-confidential basis from a source (other than the Company or any of its Representatives) which is not prohibited from disclosing such information to you by a legal, contractual or fiduciary obligation to the Company, (c) was or is in your possession prior to disclosure by the Company or its Representatives, and (d) was or is independently developed by you or your Representatives or on your respective behalves without violating the terms of this letter agreement. The term "Representatives" means, as to any Person, its directors, officers, employees, agents, advisors (including, without limitation, attorneys, accountants, consultants, bankers, financial advisors and each of their representatives); provided, that for purposes of this letter agreement, none of such Persons shall be deemed a Representative hereunder, nor shall you have any liability for such Person, unless such Person has been furnished by you or by us with Evaluation Material hereunder. The term "Person" as used in this letter agreement is broadly interpreted to include any corporation, company, partnership or other legal or business entity or any individual.

Accordingly, in consideration of the Evaluation Material being furnished to you, you agree that:

1. Except as required by Law or requested by any governmental or regulatory authority (and in each case, only after compliance with paragraph 2 below), unless otherwise agreed to in writing by the Company, you will (a) not use the Evaluation Material for any purpose other than in connection with your evaluation, negotiation and/or consummation of the Transaction and (b) keep the Evaluation Material confidential and not disclose any Evaluation Material in any manner whatsoever except as provided herein. The parties agree not to, and will direct their respective Representatives not to, disclose to any other Person the fact the Evaluation Material exists or has been made available to you, that you are considering the Transaction, or that any discussions or negotiations are taking place concerning the Transaction or any of the terms, conditions, or other facts with respect thereto (including, without limitation, the status thereof) unless otherwise required by any Law (as defined below); and provided, however, that such information may be disclosed to your Representatives who are actively and directly participating in your evaluation, negotiation and/or consummation of the Transaction or who otherwise need to know such information for the sole purpose of evaluating, negotiating and/or consummating the Transaction and who are informed by you of the confidential nature of the information. You will direct your Representatives to observe the terms of this letter agreement and you will be responsible for any breach of this letter agreement by your Representatives of the terms applicable to them. The term "Law" means any applicable law or regulation (including, without limitation, any rule, regulation or policy statement of any organized securities exchange, market or automated quotation system on which any of your securities are listed or quoted, audit or inquiries by a regulator or bank examiner, and mandatory professional ethics rules) or valid legal, regulatory or judicial process.

2. If you or any of your Representatives are requested pursuant to, or required by, Law to disclose any Evaluation Material concerning the Company or the Transaction, you will use reasonable efforts to notify the Company promptly of any such request or requirement to the extent legally permissible and reasonably practicable, so that the Company may seek, at the Company's sole expense, a protective order or other appropriate remedy, or in the Company's sole discretion, waive compliance with the terms of this letter agreement. If no such protective order or other remedy is sought or obtained or the Company waives compliance with the terms of this letter agreement, you or your Representatives will disclose only that portion of the Evaluation Material which you are advised by your counsel is required to be disclosed and will use commercially reasonable efforts to ensure any such information so disclosed will be accorded confidential treatment.

3. At any time upon the written request of the Company for any reason, you will promptly, to the extent legally permissible (a) with respect to Evaluation Material furnished to you or your Representatives by or on behalf of the Company (and all copies thereof whether received from the Company or made by you or your Representatives to the extent such copies do not contain Created Material), either return to the Company or at your sole discretion destroy, all hard copies and electronic copies of such Evaluation Material, without knowingly retaining a copy of any such material, with any such destruction of hard or electronic copies certified to the Company in writing by a duly authorized person, and (b) either return to the Company or at your sole discretion destroy, all copies of materials prepared by you or your Representatives to the extent they contain Created Material, without knowingly retaining a copy of any such material, with any such destruction certified to the Company in writing by a duly authorized person. Notwithstanding the return or destruction of the Evaluation Material, you and your Representatives will continue to be bound by your obligations of confidentiality and all other obligations under this letter agreement until the expiration or termination of this letter agreement. Further and notwithstanding anything contained herein to the contrary, you and your Representatives shall not be obligated to return or destroy (i) Evaluation Material to the extent otherwise required by Law or (ii) electronic copies of Evaluation Material if maintained pursuant to any internal compliance policy or procedure relating to the safeguarding or backup storage of data

4. You acknowledge that neither the Company, nor any of its Representatives nor any of their respective directors, officers, employees, or agents makes any express or implied representation or warranty as to the accuracy or completeness of any Evaluation Material. You agree that none of such Persons will have any liability to you or to any of your Representatives, relating to or resulting from the use of any Evaluation Material or for any errors therein or omissions therefrom except in the case of fraud and except as set forth in any definitive agreements relating to a Transaction. You also agree that you are not entitled to rely on the accuracy or completeness of any Evaluation Material and that you may only rely on those representations and warranties which may be contained in any definitive agreement executed and delivered by you and the Company and any other necessary parties with respect to the Transaction, subject to the terms and conditions as may be contained therein.

5. For a period of one (1) year from the date of this letter agreement, you will not solicit for employment or employ any employee of the Company, without obtaining the prior written consent of the Company; provided, however, that you will not be prohibited from soliciting or hiring any employee pursuant to: (i) general employment solicitations or advertisements not specifically directed at such employees of the Company (including any recruitment efforts conducted by any recruitment agency, provided that you have not directed such recruitment efforts at such person) or hiring any individuals who respond to such solicitations, (ii) if such person approaches you on an unsolicited basis or (iii) following the cessation of such person's employment with the Company without any solicitation or encouragement by you.

6. You acknowledge that the United States securities laws prohibit any Person having material, non-public information about an issuer from trading the securities of that company or from communicating such information to other Persons.

7. In consideration for the disclosure by the Company and its Representatives of Evaluation Material to you and your Representatives, for the period commencing on the date of this letter agreement and ending on the earlier of (i) the date that is two (2) months from the date of this letter agreement and (ii) the date of entering into definitive agreements relating to the Transaction between the undersigned parties (the "Standstill Period"), you and your controlled affiliates will not, in any manner, directly or indirectly, without the prior written consent of the Company or its board of directors:

(a) acquire, offer to acquire, or agree to acquire, directly or indirectly, by purchase or otherwise, any voting equity securities or direct or indirect rights or options to acquire any such securities of the Company or any of its subsidiaries, or any material assets of the Company or of its divisions;

(b) make, or in any way participate, directly or indirectly, in any, "solicitation" of "proxies" (as such terms are used in the rules of the United States Securities and Exchange Commission (the "SEC")), or advise or seek to influence any Person with respect to the voting of any voting securities of the Company or any of its subsidiaries;

(c) make any public announcement with respect to, or submit a proposal for, or offer of (with or without conditions) any tender or exchange offer, merger, recapitalization, reorganization, business combination or other extraordinary transaction involving the Company or any of its subsidiaries or any of their voting equity securities or material assets;

(d) form, join or in any way participate in a "group" as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), in connection with any of the foregoing; or

(e) otherwise act, alone or in concert with others (including, without limitation, by providing financing to another party), to seek or offer to control or influence the management, board of directors, policies or affairs of the Company.

During the Standstill Period, you will promptly advise the Company (including as to the identity of the inquiring and/or proposing party and the nature of such inquiry or proposal) of any inquiry or proposal made to you with respect to the foregoing items (a) through (e) of this paragraph 7 by any Person that (i) has filed a Schedule 13D with the SEC pursuant to Section 13(d) of the Exchange Act ("Schedule 13D") with respect to the Company on or after January 1, 2014 or (ii) files a Schedule 13D with respect to the Company during the term of the Standstill Period.

Notwithstanding anything contained herein to the contrary, you shall not be prohibited from making any proposal to the board of directors of the Company that would not reasonably be expected to require a public announcement by the Company. Further, and notwithstanding anything contained herein to the contrary, this paragraph 7 shall become inapplicable after the date of this letter agreement in the event and as of the time that (a) the Company's board of directors approves, or Company enters into, a transaction with any Person that would result in such Person beneficially owning (i) more than 50% of the Company's voting securities, (ii) securities convertible into more than 50% or the Company's outstanding voting securities, (iii) any options, warrants or other rights to acquire more than 50% of the Company's voting securities or (iv) all or substantially all of the assets of Company (each, a "Control Stake") or (b) any Person or Persons acting in concert shall have commenced or publicly announced its or their intention to commence a tender offer or exchange offer for a Control Stake. In addition, nothing contained in this paragraph 7 shall preclude the tender by you or any of your controlled affiliates of any securities of the Company beneficially owned by you or such affiliates into any tender or exchange offer, or the vote by you or your controlled affiliates of any such securities of the Company with respect to any matter. Further, nothing in this letter agreement shall limit your ability to engage in the activities discussed in this paragraph 7 outside of the Standstill Period.

8. You and the Company will arrange for appropriate contacts for the due diligence process for the Transaction. All (a) communications regarding the Transaction, (b) requests for additional information, facility tours, management meetings and other management contacts and (c) discussions or questions regarding procedures with respect to the Transaction must be directed exclusively to such persons, except as otherwise agreed by the mutual consent of both parties.

9. No contract or agreement providing for any Transaction involving you and the Company will be deemed to exist between you and the Company unless and until a definitive agreement has been executed and delivered by you and the Company and any other necessary parties. Unless and until a definitive agreement has been entered into between you and the Company regarding a Transaction between you and the Company, neither the Company nor you will be under any legal obligation or have any liability to the other party or any other Person of any kind whatsoever (except in the case of fraud) with respect to such Transaction by virtue of this letter agreement except for the matters specifically agreed to in this letter agreement. You also acknowledge and agree that (a) the Company and its Representatives will conduct the process (which process may or may not result in the Transaction) in such manner as the Company, in its sole discretion, may determine (including, without limitation, negotiating and entering into a definitive agreement with any third party without notice to you) and (b) the Company reserves the right to change, in its sole discretion, at any time and without notice to you, the procedures relating to our and your consideration of the Transaction (including, without limitation, terminating all further discussions with you and requesting that you return or destroy the Evaluation Material as described in paragraph 3 above).

10. It is understood and agreed that money damages may be an insufficient remedy for any breach of this letter agreement by either party and that without prejudice to the rights and remedies otherwise available to the non-breaching party, the non-breaching party is entitled to seek equitable relief by way of injunction, specific performance or otherwise if the breaching party breaches or threatens to breach any of the provisions of this letter agreement.

11. It is further understood and agreed that no failure or delay by either party in exercising any right, power or privilege under this letter agreement, and no course of dealing between the parties, will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this letter agreement.

12. This letter agreement will be governed and construed in accordance with the Laws of the State of Delaware.

13. Any action or proceeding arising out of or relating to this letter agreement or the transactions contemplated hereby may be brought in the Court of Chancery of the State of Delaware and any state appellate court therefrom within the State of Delaware (or, if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware and any direct appellate court therefrom). Each of the parties knowingly, voluntarily and irrevocably submits to the exclusive jurisdiction of each such court in any such action or proceeding and waives any objection it may now or hereafter have to venue or to convenience of forum. You further agree that service of any process, summons, notice or document by United States certified mail to your address set forth above will be effective service of process for any action or proceeding brought against you in any such court.

14. Any assignment of this letter agreement by either party without the prior written consent of the other party is void.

15. If any provision of this letter agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this letter agreement will remain in full force and effect to the fullest extent permitted by applicable law.

16. This letter agreement contains the entire agreement between you and the Company concerning confidentiality of the Evaluation Material and any Created Material; *provided*, that, with respect to information provided to you by the Company prior to April 11, 2013, the Mutual Nondisclosure Agreement entered into by and between you and the Company as of October 31, 2011, shall continue to govern such matters subject thereto in accordance with its terms; *provided further*, that, with respect to information previously provided to you by the Company pursuant to the Confidentiality Agreement between Avago Technologies U.S. Inc. and the Company as of April 11, 2013, such agreement shall continue to govern such matters subject thereto in accordance with its terms. No modification of this letter agreement or waiver of the terms and conditions hereof will be binding upon you or the Company, unless approved in writing by each of you and the Company.

17. In the event of any conflict between the terms of this letter agreement and the terms of any user, click-through or other similar agreement with respect to any electronic, online or web-based data room established by or for the Company in connection with the Transaction, the terms of this letter agreement shall prevail.

18. All of the parties' obligations under this letter agreement will terminate on the earlier of (i) eighteen (18) months from the date of this letter agreement and (ii) the date of entering into definitive agreements relating to the Transaction between the parties; provided, however, that paragraphs 4, 10, 12, 13 and this paragraph 18 will continue without limitation as to time.

[*Signature page follows*]

Please confirm your agreement with the foregoing by signing and returning one copy of this letter agreement to the undersigned, whereupon this letter agreement will become a binding agreement between you and the Company.

Very truly yours,

PLX TECHNOLOGY, INC.

By: /s/ Arthur O. Whipple
Name: Arthur O. Whipple
Title: Chief Financial Officer

Agreed and accepted as of the date first written above:

AVAGO TECHNOLOGIES WIRELESS (U.S.A.) MANUFACTURING INC.

By: /s/ HOCK E. TAN
Name: Hock E. Tan
Title: President

Confidential

Strictly Private and Confidential

June 2, 2014

PLX Technology, Inc.
870 W. Maude Avenue
Sunnyvale, CA 94085
Attn: David K. Raun

Re: Exclusivity Letter Agreement

Ladies and Gentlemen:

Avago Technologies Wireless (U.S.A.) Manufacturing Inc. ("Avago") has proposed a transaction (the "Proposed Transaction") whereby Avago would acquire all of the capital stock of PLX Technology, Inc. ("PLX" or the "Company"). We are prepared to work expeditiously in an effort to negotiate the necessary agreements and enter into the Proposed Transaction within a time period that is consistent with our mutual objectives. In consideration for the considerable commitment of time, effort and expense that we have undertaken and may continue to undertake in pursuit of such objectives, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Company agrees that during the period commencing on the date hereof and extending until the earlier of (1) 11:59 pm San Francisco, California time on the twenty-first day following the date first written above (provided, that if as of such twenty-first day, both parties are working in good faith towards the execution of a definitive agreement with respect to the Proposed Transaction, then such period shall be automatically extended until 11:59 pm San Francisco, California time on the twenty-eighth day following the date first written above) and (2) the date of execution of a definitive written agreement between Avago and PLX with respect to the Proposed Transaction (the "Exclusivity Period"), the Company will not, and will cause its subsidiaries and their respective directors, officers, advisors, investment bankers, financial advisors, attorneys, accountants, consultants, agents, employees, affiliates, agents or other representatives (collectively, "Representatives") not to, directly or indirectly:

(i) solicit, initiate, invite or knowingly encourage (including by way of furnishing information concerning PLX or its subsidiaries), or take any action to knowingly facilitate the submission of, any inquiries, indications of interest, proposals or offers (whether or not in writing) from any corporation, partnership, limited liability company, person, entity or group, other than Avago or any of its affiliates (each a "Third Party" and collectively, "Third Parties"), regarding an Alternative Proposal (as defined below);

(ii) furnish or cause to be finished to any Third Party any information concerning PLX or its subsidiaries in connection with or with respect to an Alternative Proposal, or any information about Avago's proposal (including the identity of Avago, the existence of any prior written communications by Avago or this letter agreement), or the terms of this letter agreement or the other documents submitted by Avago, in each case, whether orally or in writing;

(iii) engage, continue or participate in, any discussions or negotiations with, or disclose any information relating to PLX, or afford any access to the properties, management, books, records or personnel of PLX or any subsidiary of PLX, to any Third Party, in each case, in connection with or with respect to an Alternative Proposal;

(iv) execute or enter into any agreement, arrangement, understanding or letter of intent with respect to, or accept, any Alternative Proposal; and/or

(v) otherwise cooperate in any way with, or assist or participate in, any effort or attempt by a Third Party to do or seek to do any of the foregoing.

The Company agrees to immediately terminate, and to instruct its subsidiaries and its and their Representatives to immediately terminate, any activities of a type that would be prohibited by the immediately preceding clauses (i) – (v), including, without limitation, terminating access to any properties, management, books, records, files (including any virtual data room), personnel or other materials previously provided to any Third Party in connection with or with respect to an Alternative Proposal (for the avoidance of doubt, other than Avago and its agents and Representatives) in respect of PLX or any of its subsidiaries. As used herein, "Alternative Proposal" means any inquiry, proposal or offer from any Third Party (for the avoidance of doubt, other than Avago or any of its affiliates) relating to (a) any merger, consolidation, recapitalization, tender offer, liquidation or other direct or indirect business combination involving PLX or any of its subsidiaries, (b) any acquisition of, share exchange or exchange offer with respect to or other similar transaction involving, the capital stock of PLX or any of its subsidiaries, including any such transaction or series of related transactions (other than (A) any redemption or repurchase in connection with the termination of an employee or service provider of PLX or its subsidiaries and (B) issuances of common stock of PLX to service providers with respect to the exercise or settlement of equity awards) or (c) any acquisition, lease, license, purchase or other disposition of a substantial portion of the business or assets of PLX or any of its subsidiaries (other than in the ordinary course of business consistent with past practice). To the extent the Company is not prohibited from doing so by a confidentiality agreement or other contractual obligation in effect as of the date hereof, the Company agrees to promptly (and in no event, later than 24 hours) give notice to Avago of the receipt by the Company of any unsolicited proposal for an Alternative Proposal and furnish to Avago a copy thereof.

No press release or public announcement related to this letter agreement or the Proposed Transaction, or any other announcement or communication to the employees, clients or suppliers of the Company shall be issued or made by the Company without the prior written consent of Avago in its sole discretion. The written approval of Avago is required prior to the Company's publication or disclosure of the existence or contents of this letter agreement, or the fact that any investigations, discussions or negotiations are taking place concerning a possible transaction related to PLX, including the status thereof. Each party agrees that it shall be liable for any violation of this letter agreement by its directors, officers, advisors, investment bankers, financial advisors, attorneys, accountants, consultants, agents, employees, affiliates, agents or other representatives to same extent as if such violation were committed by such party. The provisions herein may not be amended or terminated except by an instrument in writing signed by the parties thereto.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware. Each party unconditionally and irrevocably agrees to submit to the exclusive jurisdiction of the state and federal courts located in the State of Delaware for the purpose of any suit, dispute, controversy or claim arising under or relating to this letter agreement. Each party unconditionally and irrevocably waives any objections which they may have now or in the future to such jurisdiction, including any objections by reason of lack of personal jurisdiction, improper venue or inconvenient forum. Each party hereby represents and warrants to the other that such party has full power and authority to execute and deliver this letter agreement, that the execution and delivery of this letter

agreement by such party has been authorized by all requisite corporate, partnership or other action on the part of such party. This letter agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

This letter agreement may not be assigned by operation of law or otherwise without the express prior written consent of the non-assigning party; provided, however, that either party may assign this letter agreement without the consent of the non-assigning party in connection with a merger involving such assigning party or sale of all or substantially all of the assets of such assigning party. This letter agreement shall be binding upon and inure solely to the benefit of the parties hereto, and nothing in this letter agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this letter agreement. This letter agreement may not be amended or modified except by an instrument in writing signed by each of the parties to this letter agreement. The parties hereto agree that (a) irreparable damage would occur in the event any provision of this letter agreement was not performed in accordance with the terms hereof and that monetary damages would not be an adequate remedy for a breach hereof, (b) the parties hereto shall be entitled to injunctive relief and specific performance of the terms hereof, in addition to any other remedy at law or equity and (c) any requirement for the securing or posting of any bond in connection with such remedy is hereby waived.

Nothing in this letter agreement shall be considered to constitute a binding obligation or commitment of either party to proceed with, or consummate, a transaction to acquire PLX, and a legally binding obligation will be created only upon the execution of a definitive agreement and related documents (and no oral contracts will be deemed to exist). Either party shall be free for any reason to withdraw from discussions and not consummate the Proposed Transaction, without any obligation or liability to the other party or to any other person.

[Remainder of page intentionally left blank]

This letter agreement is executed by the undersigned as of the date first set forth above.

Sincerely,

AVAGO TECHNOLOGIES WIRELESS (U.S.A.)
MANUFACTURING INC.

By: /s/ HOCK E. TAN
Name: Hock E. Tan
Title: President

Acknowledged and agreed
as of the date first written above:

PLX TECHNOLOGY, INC.

By: /s/ ARTHUR O. WHIPPLE
Name: Arthur O. Whipple
Title: CFO

PLX Technology, Inc.
870 W. Maude Avenue
Sunnyvale, California 94085

June 20, 2014

Via Email

Discovery Equity Partners GP, LLC
Discovery Equity Partners, LP
191 North Wacker Dr. Ste 1685
Chicago, IL 60606
Attention: Michael R. Murphy

Re: Transaction Support Agreement

Dear Michael:

Discovery Equity Partners GP, LLC and Discovery Equity Partners, L.P. (together with our affiliates, "we" or "us") acknowledges that (i) PLX Technology, Inc., a Delaware corporation (the "Company") has disclosed to us its desire to enter into the proposed transaction as previously disclosed to us (the "Transaction"), (ii) as a condition to the Company's willingness to enter into the Transaction, the Company is requiring that we enter into this letter agreement, and (iii) we are agreeing to do so in order to induce the Company to enter into, and in consideration of their entering into, the Transaction. We hereby agree as follows:

1. The Company may disclose that we have entered into this agreement and that we support the Transaction.

2. We shall not knowingly after reasonable inquiry, directly or indirectly, transfer, sell, assign, gift, hedge, mortgage, pledge or otherwise dispose of, or enter into any derivative arrangement with respect to, any shares of common stock, par value $0.001, of the Company (the "Shares") to any person or "group" (within the meaning of Section 13(d) or Section 14(d) of the Exchange Act of 1934) that has announced or disclosed an opposition to the Transaction, the desire to exercise appraisal rights in connection with the Transaction, or other extraordinary corporate transaction, including, a merger, acquisition, sale, consolidation, reorganization, recapitalization, extraordinary dividend or liquidation involving the Company (other than the parties to the Transaction). The foregoing shall in no way prohibit or restrict sales of Shares to third parties in an anonymous open market transaction.

3. We agree to vote our Shares against, and not enter into or otherwise support, or disclose or commit to, any action or agreement which is intended to or would reasonably be expected to impede, delay, postpone, interfere with, nullify or prevent, in each case in any material respect the Transaction, including, but not limited to, any other extraordinary corporate transaction, including, a merger, acquisition, sale, consolidation, reorganization, recapitalization, extraordinary dividend or liquidation involving the Company (other than the parties to the Transaction), or any other proposal of any person (other than the parties to the Transaction) to acquire the Company or all or substantially all of the assets thereof.

We agree that irreparable damage would occur to the Company in the event any provision of this letter agreement was not performed by us in accordance with the terms hereof and that the Company shall be entitled to an injunction or injunctions to prevent breaches of this letter agreement and to enforce specifically the terms and provisions of this letter agreement in addition to any other remedy to which the Company is entitled at law or in equity.

This letter agreement and all claims or causes of action that arise out of or relate to this letter agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this letter agreement and the rights and obligations arising hereunder shall be brought and determined exclusively in the Delaware Court of Chancery, or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware, or, if both the Delaware Court of Chancery and the federal courts within the State of Delaware decline to accept jurisdiction over a particular matter, any other state court within the State of Delaware, and, in each case, any appellate court therefrom. Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this letter agreement or any of the transactions contemplated by this letter agreement in any court other than the aforesaid courts.

EACH OF THE PARTIES TO THIS LETTER AGREEMENT HEREBY IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY DIRECT OR INDIRECT ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.

This letter agreement may (i) not be assigned (by operation of law or otherwise) by any party hereto without the prior written consent of the other parties hereto and (ii) be executed in two or more counterparts (including by facsimile, of ".pdf" transmission), each of which shall be deemed to be an original.

[Remainder of page intentionally left blank]

Please confirm your understanding of, and agreement to, these terms on behalf of yourself and your funds by signing below.

PLX Technology, Inc.,
a Delaware corporation

By: /s/ David Raun
David Raun, CEO

Acknowledge and Agreed:

Discovery Equity Partners GP, LLC
Discovery Equity Partners, LP

By: /s/ Michael R. Murphy
Name: Michael R. Murphy
Title: Manager