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

**FORM S-8
REGISTRATION STATEMENT**

*Under
The Securities Act of 1933*



BROADCOM CORPORATION

(Exact name of registrant as specified in its charter)

California
(State or other jurisdiction of
incorporation or organization)

33-0480482
(IRS Employer
Identification No.)

5300 California Avenue, Irvine, California 92617
(Address of principal executive offices) (Zip code)

NetLogic Microsystems, Inc. 2000 Stock Plan (as assumed by Broadcom Corporation)

NetLogic Microsystems, Inc. Amended and Restated 2004 Equity Incentive Plan (as assumed by Broadcom Corporation)

Optichron, Inc. 2011 Restricted Stock Unit Plan (as assumed by Broadcom Corporation)

NetLogic Microsystems, Inc. 2008 New Employee Inducement Incentive Plan (as assumed by Broadcom Corporation)

Shares Issuable Pursuant to Certain Employee Inducement Grants Made Prior to the Effectiveness of the NetLogic Microsystems, Inc. 2008 New Employee Inducement Incentive Plan (as assumed by Broadcom Corporation)

Aeluros, Inc. 2001 Stock Option Option/Stock Issuance Plan (as assumed by Broadcom Corporation)

Shares Issuable Pursuant to the Agreement and Plan of Merger Reorganization, dated May 31, 2009, by and among NetLogic Microsystems, Inc., RMI Corporation, Roadster Merger Corporation and WP VIII Representative LLC (as assumed by Broadcom Corporation)

(Full title of the Plans)

Arthur Chong, Esq.
Executive Vice President, General Counsel and Secretary

Broadcom Corporation
5300 California Avenue, Irvine, California 92617
(Name and address of agent for service)
(949) 926-5000
(Telephone number, including area code, of agent for service)

Copies to:
Joseph M. Yaffe
Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue, Suite 1100
Palo Alto, California 94301
(650) 470-4500

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

Large accelerated filer Accelerated filer
Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
In respect of assumed stock options previously granted by NetLogic Microsystems, Inc. — Class A Common Stock \$.0001 par value(2)	3,830,467 shares	\$9.68 (3)	\$37,078,921 (3)	\$4,249.00
In respect of assumed restricted stock units previously granted by NetLogic Microsystems, Inc. — Class A Common Stock \$.0001 par value(4)	6,091,591 shares	\$36.35 (5)	\$221,429,333 (5)	\$25,376.00
In respect of assumed stock options previously granted by NetLogic Microsystems, Inc. as new hire inducements – Class A Common Stock \$.0001 par value (6)	162,682 shares	\$10.63 (3)	\$1,729,310 (3)	\$198.00
Total	10,084,740 shares		\$260,237,564	\$29,823.00

- (1) Pursuant to Rule 416(c) under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement shall also cover an indeterminate number of additional shares of Broadcom Corporation Class A common stock that may, with respect to the shares of Class A common stock registered hereunder, become issuable under the employee benefit plans and other agreements identified herein by reason of any stock dividend, stock split, recapitalization, or other similar transaction effected without Broadcom Corporation’s receipt of consideration that results in an increase in the number of outstanding shares of Broadcom Corporation’s Class A common stock.

Table of Contents

- (2) Represents: (a) 123,259 shares issuable under the NetLogic Microsystems, Inc. 2000 Stock Plan, having, with respect to outstanding options, a weighted average exercise price per share of \$4.51; (b) 2,952,470 shares issuable under the NetLogic Microsystems, Inc. Amended and Restated 2004 Equity Incentive Plan, having, with respect to outstanding options, a weighted average exercise price per share of \$8.86; (c) 64,158 shares issuable under the NetLogic Microsystems, Inc. 2008 New Employee Inducement Incentive Plan, having, with respect to outstanding options, a weighted average exercise price per share of \$11.15; (d) 14,931 shares issuable under the Aeluros, Inc. 2001 Stock Option Option/Stock Issuance Plan, having, with respect to outstanding options, a weighted average exercise price per share of \$0.94; and (e) 675,649 shares issuable upon the exercise of options granted pursuant to that certain Agreement and Plan of Merger Reorganization, dated May 31, 2009, by and among NetLogic, RMI Corporation, Roadster Merger Corporation and WP VIII Representative LLC (the "RMI Merger Agreement"), by which NetLogic acquired RMI, having, with respect to outstanding options, a weighted average exercise price per share of \$14.22 which such outstanding options were assumed by the Registrant pursuant to that certain Agreement and Plan of Merger, dated as of September 11, 2011 (the "Merger Agreement"), by and among the Registrant, a wholly owned subsidiary of the Registrant and NetLogic Microsystems, Inc. ("NetLogic"). For purposes of calculating the registration fee pursuant to Rule 457(h) of the Securities Act, the estimated weighted average exercise price of the assumed options was used.
 - (3) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(h) of the Securities Act on the basis of the weighted average exercise price of the outstanding options.
 - (4) Represents (a) 3,433,815 shares subject to issuance in restricted stock units granted pursuant to the NetLogic Microsystems, Inc. Amended and Restated 2004 Equity Incentive Plan; (b) 1,012,523 shares subject to issuance in restricted stock units granted pursuant to the NetLogic Microsystems, Inc. 2008 New Employee Inducement Incentive Plan; (c) 646,624 shares subject to issuance in connection with restricted stock units outstanding under the Optichron, Inc. 2011 Restricted Stock Unit Plan; and (d) 998,629 shares subject to issuance in restricted stock units granted pursuant to the RMI Merger Agreement; which such restricted units were assumed by the Registrant pursuant to the Merger Agreement.
 - (5) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) and (h) of the Securities Act, on the basis of the average of the high and low selling prices per share of Broadcom Corporation's Class A Common Stock on February 27, 2012, as reported on the Nasdaq Global Select Market.
 - (6) Represents shares issuable upon exercise of options granted to new employees of NetLogic in 2006 and 2007 as a new hire inducement pursuant to Rule 5635(c)(4) and then predecessor rules of the NASDAQ Stock Market Marketplace Rules (the "Nasdaq Rule").
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[Table of Contents](#)

TABLE OF CONTENTS

[PART I](#)

[PART II](#)

[Item 3. Incorporation of Documents by Reference](#)

II-1

[Item 4. Description of Securities](#)

II-1

[Item 5. Interests of Named Experts and Counsel](#)

II-1

[Item 6. Indemnification of Directors and Officers](#)

II-2

[Item 7. Exemption from Registration Claimed](#)

II-2

[Item 8. Exhibits](#)

II-2

[Item 9. Undertakings](#)

II-4

[SIGNATURES](#)

II-6

PART I

Information Required in the Section 10(a) Prospectus

Broadcom Corporation (“Broadcom”) is not filing with or including in this Form S-8 the information called for in Part I of Form S-8 (by incorporation by reference or otherwise) in accordance with the rules and regulations of the Securities and Exchange Commission (the “SEC”). Broadcom shall deliver or cause to be delivered to participants in the plans covered by this Registration Statement, without charge, upon written or oral request, the documents incorporated by reference in Item 3 of Part II of this registration statement, which documents are incorporated by reference in the Section 10(a) prospectus, and such other documents required to be delivered to employees pursuant to Rule 428(b) under the Securities Act. Requests should be directed to Shareholder Services Department, Broadcom Corporation, 5300 California Avenue, Irvine, California 92617, (949) 926-6400.

PART II

Information Required in the Registration Statement

Item 3. Incorporation of Documents by Reference

Broadcom hereby incorporates by reference into this Registration Statement the following documents previously filed with the SEC:

(a) Broadcom’s Annual Report on Form 10-K for the year ended December 31, 2011, filed February 1, 2012;

(b) All other reports filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), since the end of the fiscal year covered by Broadcom’s latest Annual Report referred to in (a) above; and

(c) Broadcom’s Registration Statement No. 000-23993 on Form 8-A filed April 6, 1998, in which there are described the terms, rights and provisions applicable to Broadcom’s Class A common stock, and any other amendments or reports filed for the purpose of updating such description.

All reports and definitive proxy or information statements filed pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act, after the date of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents. Unless expressly incorporated into this Registration Statement, a report furnished but not filed on Form 8-K under the Exchange Act shall not be incorporated by reference into this Registration Statement. Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in any subsequently filed document which also is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities

Not applicable.

Item 5. Interests of Named Experts and Counsel

Not applicable.

Item 6. Indemnification of Directors and Officers

Broadcom’s Second Amended and Restated Articles of Incorporation (the “Articles of Incorporation”) limit the personal liability of its directors for monetary damages to the fullest extent permitted by the California General Corporation Law (the “California Law”). Under the California Law, a director’s liability to a company or its shareholders may not be limited with respect to the following items: (i) acts or omissions that involve intentional misconduct or a knowing and culpable violation of law, (ii) acts or omissions that a director believes to be contrary to the best interests of the company or its shareholders or that involve the absence of good faith on the part of the director, (iii) any transaction from which a director derived an improper personal benefit, (iv) acts or omissions that show a reckless disregard for the director’s duty to the company or its shareholders in circumstances in which the director was aware, or should have been aware, in the ordinary course of performing a director’s duties, of a risk of a serious injury to the company or its shareholders, (v) acts or omissions that constitute an unexcused pattern of inattention that amounts to an abdication of the director’s duty to the company or its shareholders, (vi) contracts or transactions between the company and a director within the scope of Section 310 of the California Law, (vii) improper distributions, loans and guarantees under Section 316 of the California Law, (viii) acts or omissions occurring prior to the date such provision eliminating or limiting the personal liability of a director became effective or (ix) acts or omissions as an officer, notwithstanding that the officer is also a director or that his or her actions, if negligent or improper, have been ratified by the directors. The limitation of liability does not affect the availability of injunctions and other equitable remedies available to Broadcom’s shareholders for any violation by a director of the director’s fiduciary duty to Broadcom or its shareholders.

The Articles of Incorporation also include an authorization for Broadcom to indemnify its “agents” (as defined in Section 317 of the California Law) through bylaw provisions, by agreement or otherwise, to the fullest extent permitted by law. Pursuant to this provision, Broadcom’s Bylaws as amended through December 21, 2007 (“Bylaws”) provide for indemnification of the company’s directors and officers. In addition, Broadcom may, at its discretion, provide indemnification to persons whom it is not obligated to indemnify, including its employees and other agents. The Bylaws also allow Broadcom to enter into indemnity agreements with individual directors, officers, employees and other agents. Such indemnity agreements have been entered into with all directors and officers and provide the maximum indemnification permitted by law. These agreements, together with Broadcom’s Bylaws and Articles of Incorporation, may require Broadcom, among other things, to indemnify these directors or officers (other than for liability resulting from willful misconduct of a culpable nature), to advance expenses to them as they are incurred, provided that they undertake to repay the amount advanced if it is ultimately determined by a court of competent jurisdiction that they are not entitled to indemnification, and to obtain directors’ and officers’ insurance if available on reasonable terms. Section 317 of the California Law and Broadcom’s Bylaws makes provision for the indemnification of officers, directors and other corporate agents in terms sufficiently broad to indemnify such persons, under certain circumstances, for liabilities (including reimbursement of expenses incurred) arising under the Securities Act of 1933, as amended (the “Securities Act”).

Item 7. Exemption from Registration Claimed

Not applicable.

Item 8. Exhibits

<u>Exhibit Number</u>	<u>Exhibit</u>
4.1	Instruments Defining the Rights of Shareholders. Reference is made to Broadcom’s Registration Statement No. 000-23993 on Form 8-A, together with the amendments and exhibits thereto, which is incorporated herein by reference pursuant to Item 3(d) to this Registration Statement

Table of Contents

<u>Exhibit Number</u>	<u>Exhibit</u>
5.1	Opinion and consent of Skadden, Arps, Slate, Meagher & Flom LLP
23.1	Consent of KPMG LLP, Independent Registered Public Accounting Firm
23.2	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm
23.3	Consent of Skadden, Arps, Slate, Meagher & Flom LLP is contained in Exhibit 5.1
24.1	Power of Attorney. Reference is made to page II-6 of this Registration Statement
99.1	NetLogic Microsystems, Inc. 2000 Stock Plan, as assumed by Broadcom Corporation (a)
99.2	NetLogic Microsystems, Inc. Amended and Restated 2004 Equity Incentive Plan, as assumed by Broadcom Corporation (b)
99.3	Optichron, Inc. 2011 Restricted Stock Unit Plan, as assumed by Broadcom Corporation (c)
99.4	NetLogic Microsystems, Inc. 2008 New Employee Inducement Incentive Plan, as assumed by Broadcom Corporation (d)
99.5	Aeluros, Inc. 2001 Stock Option Option/Stock Issuance Plan, as assumed by Broadcom Corporation (e)
99.6	Form of NetLogic Microsystems, Inc. Stock Option Agreement under grants pursuant to the Agreement and Plan of Merger Reorganization, dated May 31, 2009, by and among NetLogic Microsystems, Inc., RMI Corporation, Roadster Merger Corporation and WP VIII Representative LLC (f)
99.7	Form of NetLogic Microsystems, Inc. Restricted Stock Unit Agreement under grants pursuant to the Agreement and Plan of Merger Reorganization, dated May 31, 2009, by and among NetLogic Microsystems, Inc., RMI Corporation, Roadster Merger Corporation and WP VIII Representative LLC (f)
99.8	Form of NetLogic Microsystems, Inc. New Employee Stock Option Agreement, as assumed by Broadcom Corporation (g)
99.9	Form of NetLogic Microsystems, Inc. New Employee Restricted Stock Unit Agreement, as assumed by Broadcom Corporation (h)

(a) Exhibit 99.1 is incorporated by reference herein to Exhibit 10.1 to Form S-1 filed by NetLogic Microsystems, Inc. on April 16, 2004.

(b) Exhibit 99.2 is incorporated by reference herein to Exhibit 99.1 to Current Report on Form 8-K filed by NetLogic Microsystems, Inc. on July 27, 2010.

Table of Contents

- (c) Exhibit 99.3 is incorporated by reference herein to Exhibit 4.8 to Form S-8 filed by NetLogic Microsystems, Inc. on April 5, 2011.
- (d) Exhibit 99.4 is incorporated by reference herein to Exhibit 10.27 to Annual Report on Form 10-K for the year ended December 31, 2007, filed by NetLogic Microsystems, Inc. on March 14, 2008.
- (e) Exhibit 99.5 is incorporated by reference herein to Exhibit 10.23 to Form S-8 filed by NetLogic Microsystems, Inc. on October 31, 2007.
- (f) Exhibit 99.6 and 99.7 are incorporated by reference herein to Exhibit 4.3 and 4.4, respectively, to Form S-8 filed by NetLogic Microsystems, Inc. on October 30, 2009.
- (g) Exhibit 99.8 is filed herewith.
- (h) Exhibit 99.9 is incorporated by reference herein to Exhibit 10.25 to the Registration Statement on Form S-8 filed by NetLogic Microsystems, Inc. on October 31, 2007.

Item 9. Undertakings

(a) The undersigned registrant hereby undertakes:

(1) to file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

Provided, however, That:

(A) Paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the registration statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference into the registration statement; and

(B) Paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) do not apply if the registration statement is on Form S-3 or Form F-3 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

[Table of Contents](#)

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference into this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that, in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8, and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Irvine, State of California, on this 2nd day of March, 2012.

BROADCOM CORPORATION

By: /s/ Scott A. McGregor
Scott A. McGregor
President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned officers and directors of Broadcom Corporation, a California corporation, do hereby constitute and appoint Scott A. McGregor and Eric K. Brandt and each of them, their lawful attorneys-in-fact and agents with full power and authority to do any and all acts and things and to execute any and all instruments which said attorneys and agents, and any one of them, determine may be necessary or advisable or required to enable said corporation to comply with the Securities Act of 1933, as amended, and any rules or regulations or requirements of the Securities and Exchange Commission in connection with this Registration Statement. Without limiting the generality of the foregoing power and authority, the powers granted include the power and authority to sign the names of the undersigned officers and directors in the capacities indicated below to this Registration Statement, to any and all amendments, both pre-effective and post-effective, and supplements to this Registration Statement, and to any and all instruments or documents filed as part of or in conjunction with this Registration Statement or amendments or supplements thereof, and each of the undersigned hereby ratifies and confirms all that said attorneys and agents, or any one of them, shall do or cause to be done by virtue hereof. This Power of Attorney may be signed in several counterparts.

IN WITNESS WHEREOF, each of the undersigned has executed this Power of Attorney as of the date indicated. Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Scott A. McGregor</u> Scott A. McGregor	President, Chief Executive Officer and Director (Principal Executive Officer)	March 2, 2012
<u>/s/ Henry Samueli, Ph.D.</u> Henry Samueli, Ph.D.	Chief Technical Officer and Director	March 2, 2012
<u>/s/ Eric K. Brandt</u> Eric K. Brandt	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	March 2, 2012
<u>/s/ Robert L. Tirva</u> Robert L. Tirva	Senior Vice President and Corporate Controller (Principal Accounting Officer)	March 2, 2012

[Table of Contents](#)

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Robert J. Finocchio, Jr.</u> Robert J. Finocchio, Jr.	Director	March 2, 2012
<u>/s/ Nancy H. Handel</u> Nancy H. Handel	Director	March 2, 2012
<u>/s/ Eddy W. Hartenstein</u> Eddy W. Hartenstein	Director	March 2, 2012
<u>/s/ Maria M. Klawe, Ph.D.</u> Maria M. Klawe, Ph.D.	Director	March 2, 2012
<u>/s/ John E. Major</u> John E. Major	Chairman of the Board	March 2, 2012
<u>/s/ William T. Morrow</u> William T. Morrow	Director	March 2, 2012
<u>/s/ John A.C. Swainson</u> John A.C. Swainson	Director	March 2, 2012
<u>/s/ Robert E. Switz</u> Robert E. Switz	Director	March 2, 2012

Table of Contents

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5.1	Opinion and consent of Skadden, Arps, Slate, Meagher & Flom LLP
23.1	Consent of KPMG LLP, Independent Registered Public Accounting Firm
23.2	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm
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Table of Contents

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- (e) Exhibit 99.5 is incorporated by reference herein to Exhibit 10.23 to Form S-8 filed by NetLogic Microsystems, Inc. on October 31, 2007.
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- (g) Exhibit 99.8 is filed herewith.
- (h) Exhibit 99.9 is incorporated by reference herein to Exhibit 10.25 to the Registration Statement on Form S-8 filed by NetLogic Microsystems, Inc. on October 31, 2007.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
 525 UNIVERSITY AVENUE
 PALO ALTO, CALIFORNIA 94301

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March 2, 2012

Broadcom Corporation
 5300 California Avenue
 Irvine, California 92617

Re: Broadcom Corporation Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as special counsel to Broadcom Corporation, a California corporation (the "Company"), in connection with its filing with the Securities and Exchange Commission (the "Commission") of a registration statement on Form S-8 (the "Registration Statement") under the Securities Act of 1933 (the "Act") on the date hereof, relating to the registration by the Company of 10,084,740 shares (the "Shares") of the Company's Class A common stock, par value \$0.0001 per share (the "Common Stock"), including (i) 8,247,780 shares of Common Stock under the Plans (as defined below), as assumed by the Company, (ii) 162,682 shares of Common Stock issuable upon exercise of options granted to certain new employees of NetLogic Microsystems, Inc. ("NetLogic") in 2006 and 2007 as new hire inducement grants, as assumed by the Company, and (iii) 1,674,278 shares of Common Stock subject to issuance in connection with stock options and restricted stock units granted to employees of RMI Corporation ("RMI") pursuant to that certain Agreement and Plan of Merger Reorganization, dated May 31, 2009, by and among NetLogic, RMI, Roadster Merger Corporation, and WP VIII Representative LLC, by which NetLogic acquired RMI, as assumed by the Company (together with the issuances described in (ii), the "Non-Plan Issuances").

"Plans" means (a) the NetLogic Microsystems, Inc. 2000 Stock Plan, under which 123,259 shares of Common Stock are issuable; (b) the NetLogic Microsystems, Inc. Amended and Restated 2004 Equity Incentive Plan, under which

6,386,285 shares of Common Stock are issuable, (c) the Optichron, Inc. 2011 Restricted Stock Unit Plan, under which 646,624 shares of Common Stock are issuable, (d) the NetLogic Microsystems, Inc. 2008 New Employee Inducement Incentive Plan, under which 1,076,681 shares of Common Stock are issuable, and (e) the Aeluros, Inc. 2001 Stock Option Option/Stock Issuance Plan, under which 14,931 shares of Common Stock are issuable.

The Shares are being registered on the Registration Statement in connection with the consummation of the merger of I&N Acquisition Corp., a Delaware corporation and direct wholly owned subsidiary of the Company ("Merger Sub"), with and into Netlogic, a Delaware corporation, pursuant to an Agreement and Plan of Merger, dated as of September 11, 2011 (the "Merger Agreement"), by and among the Company, Merger Sub, and Netlogic.

This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act.

In rendering the opinion, we have examined and relied upon the following:

(a) the Registration Statement;

(b) the Second Amended and Restated Articles of Incorporation of the Company, as currently in effect.

(c) the Bylaws of the Company, as amended and as certified by DeAnn F. Work, Assistant Secretary of the Company;

(d) the Plans;

(e) certain resolutions of the Board of Directors of the Company, relating to the approval of the Merger Agreement and the transactions contemplated thereby, including the issuance of the Common Stock, and the assumption of options and restricted stock units issued by NetLogic and related matters, and the Registration Statement with respect to the Common Stock to be issued under the Plans, as certified by DeAnn F. Work, Assistant Secretary of the Company.

(f) a specimen certificate evidencing the Common Stock;

(g) the Merger Agreement;

(h) the NetLogic Microsystems, Inc. New Employee Stock Option Agreement;

- (i) the NetLogic Microsystems, Inc. Form of Stock Option Agreement, as filed with the Commission on May 31, 2009; and
- (j) the NetLogic Microsystems, Inc. Form of Restricted Stock Unit Agreement, as filed with the Commission on May 31, 2009.

We have also examined originals or copies, certified or otherwise, identified to our satisfaction, of such records of the Company and such agreements, certificates and receipts of public officials, certificates of officers or other representatives of the Company and others, and such other documents as we have deemed necessary or appropriate as a basis for the opinion stated below.

In our examination, we have assumed the genuineness of all signatures including endorsements, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as facsimile, electronic, certified or photostatic copies, and the authenticity of the originals of such copies. In making our examination of executed documents, we have assumed that the parties thereto, other than the Company, had or will have the power, corporate or other, to enter into and perform all obligations thereunder, and we have also assumed the due authorization by all requisite action, corporate or other, and the execution and delivery by such parties of such documents and the validity and binding effect thereof on such parties. As to any facts relevant to the opinion stated herein that we did not independently establish or verify, we have relied upon statements and representations of officers and other representatives of the Company and others and of public officials.

Our opinion set forth below is limited to the corporate laws of the State of California that, in our experience, are normally applicable to transactions of the type contemplated by the Registration Statement (including applicable provisions of the California constitution and reported judicial interpretations interpreting California corporate laws) and to the extent that judicial or regulatory orders or decrees or consents, approvals, licenses, authorizations, validations, filings, recordings or registrations with governmental authorities are relevant, those required under such law (all of the foregoing being referred to as "Opined on Law"). We do not express any opinion with respect to the law of any jurisdiction other than Opined on Law or as to the effect of any such non-Opined on Law on the opinion herein stated. The Shares may be issued from time to time on a delayed or continuous basis, and this opinion is limited to the laws, including the rules and regulations, as in effect on the date hereof, which laws are subject to change with possible retroactive effect.

Based upon the foregoing and subject to the limitations, qualifications, exceptions and assumptions stated herein, we are of the opinion that when (a) the Registration Statement becomes effective under the Act, and (b) the Company's transfer agent for the Common Stock has appropriately registered the issuance of the Shares in the books and records of the Company, and an appropriate account statement evidencing the Shares credited to the recipient's account maintained with said transfer agent has been issued by said transfer agent, in each case, against payment for the Shares in accordance with the Plans and the Award Agreements (as defined below), the issuance and sale of such Shares will have been duly authorized, and such Shares will be validly issued, fully paid and nonassessable.

In rendering the foregoing opinion we have assumed that:

(a) each award agreement under which options or restricted stock units are granted or awards of shares are made (collectively, the "Award Agreements") pursuant to the Plans or the Non-Plan Issuances is consistent with the applicable Plan or the terms of the original grant from the Board of Directors or Compensation Committee of NetLogic, as the case may be, and has been duly authorized, validly executed and delivered by the parties thereto;

(b) each Award Agreement under which options or restricted stock units are granted are made pursuant to the Non-Plan Issuances is consistent with the NetLogic Microsystems, Inc. New Employee Stock Option Agreement, the NetLogic Microsystems, Inc. Form of Stock Option Agreement, as filed with the Commission on May 31, 2009; or the NetLogic Microsystems, Inc. Form of Restricted Stock Unit Agreement, as filed with the Commission on May 31, 2009; and

(c) the consideration received by the Company for each Share delivered pursuant to the applicable Plan or Award Agreement shall not be less than the per share par value of the Common Stock.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.1 to the Registration Statement. In giving this consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder. This opinion is expressed as of the date hereof unless otherwise expressly stated, and we disclaim any undertaking to advise you of any subsequent changes in the facts stated or assumed herein or of any subsequent changes in applicable laws.

Very truly yours,

/s/ Skadden, Arps, Slate, Meagher & Flom LLP

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Broadcom Corporation:

We consent to the use of our reports with respect to the consolidated financial statements, the related consolidated financial statement schedule, and the effectiveness of internal control over financial reporting, incorporated by reference herein.

Our report on the consolidated financial statements refers to a change in accounting for testing goodwill for impairment in 2011 and a change in accounting for multiple-deliverable revenue arrangements, including certain arrangements that include software elements, in 2010.

/s/ KPMG LLP

Irvine, California
March 2, 2012

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Broadcom Corporation of our report dated February 15, 2012 relating to the financial statements, financial statement schedule, and the effectiveness of internal control over financial reporting of NetLogic Microsystems, Inc., which appears in Broadcom Corporation's Current Report on Form 8-K filed on February 17, 2012.

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
San Jose, California
February 28, 2012

NETLOGIC MICROSYSTEMS, INC.
NEW EMPLOYEE STOCK OPTION AGREEMENT

NETLOGIC MICROSYSTEMS, INC., a Delaware corporation (the “*Company*”), has granted you (the “*Optionee*”) the option (the “*Option*”) to purchase shares (the “*Shares*”) of common stock of the Company, par value \$.01 per share (“*Common Stock*”), as set forth in the Notice of Grant of Stock Options which is a part of this Stock Option Agreement (“*Agreement*”). The Option has been granted as an incentive to Optionee’s continued employment or other association with the Company, and in all respects subject to such continued employment or other association and all other terms and conditions of this Agreement. By accepting the Option in accordance with the E*Trade online OptionsLink System you are agreeing that you and your Spouse or domestic partner are bound by all of the terms of this Agreement with respect to such Option grant.

1. Nature of the Option. The Option is intended to be an Nonstatutory Option within the meaning of the Company’s General Terms and Conditions for New Employee Inducement Incentive Option Grants Under Rule 4350(i)(1)(A)(iv) of the NASDAQ Stock Market Marketplace Rules attached hereto as *Exhibit A* (the “*General Terms*”). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the General Terms, which provisions are incorporated into this Agreement by this reference. The Optionee confirms and acknowledges that the Optionee has received and reviewed copies of the General Terms.

2. Option Price. The “*Option Price*” is set forth in the Notice of Grant of Stock Options.

3. Vesting and Exercise of Option. The Option shall vest and become exercisable during its term in accordance with the following provisions:

(a) Vesting and Right of Exercise.

(i) An Option shall vest and become exercisable with respect to one-fourth of the Shares at the first anniversary of the Vesting Commencement Date and as to one thirty-sixth of the remaining Shares subject to the Option at the end of each successive month thereafter until all of the shares subject to the Option have vested, subject to the Optionee’s Continuous Employment.

(ii) In the event of the Optionee’s death, disability or other termination of employment, the Option shall be exercisable in the manner and to the extent provided in Section 6.3 of the General Terms.

(iii) No fraction of a Share shall be purchasable or deliverable upon exercise, but in the event any adjustment hereunder of the number of Shares covered by the Option shall cause such number to include a fraction of a Share, such number of Shares shall be adjusted to the nearest smaller whole number of Shares.

(b) Method of Exercise. In order to exercise any portion of this Option which has vested, the Optionee shall notify the Company in writing of the election to exercise the Option and the number of Shares in respect of which the Option is being exercised, or follow the option exercise procedure available on the E*Trade online OptionsLink System. The certificate or certificates representing Shares as to which this Option has been exercised shall be registered in the name of the Optionee.

(c) **Restrictions on Exercise.** This Option may only be exercised with respect any portion hereof which has vested in accordance with subsection (a) above. This Option may not be exercised if the issuance of the Shares upon such exercise or the method of payment of consideration for such Shares would constitute a violation of any applicable federal or state securities law or other law or regulation. Furthermore, the method and manner of payment of the Option Price will be subject to the rules under Part 221 of Title 12 of the Code of Federal Regulations as promulgated by the Federal Reserve Board if such rules apply to the Company at the date of exercise. As a condition to the exercise of this Option, the Company may require the Optionee to make any representation or warranty to the Company at the time of exercise of this Option as in the opinion of legal counsel for the Company may be required by any applicable law or regulation, including the execution and delivery of an appropriate representation statement. Accordingly, the stock certificate(s) for the Shares issued upon exercise of this Option may bear appropriate legends restricting transfer.

4. Non-Transferability of Option. This Option may be exercised during the lifetime of the Optionee only by the Optionee and may not be transferred in any manner other than by will or by the laws of descent and distribution. The terms of this Option shall be binding upon the executors, administrators, heirs and successors of the Optionee.

5. Method of Payment. Payment of the aggregate Option Price shall be by any of the following, or a combination thereof, at the election of the Optionee:

(a) cash;

(b) certified or bank cashier's check; or

(c) for as long as there exists a public market for the Common Stock on the date of exercise, by surrender of shares of the Common Stock in accordance with Section 6.1(e) of the General Terms. In this case payment shall be made as follows:

(i) In addition to notifying the Company in writing of the election to exercise the Option and the number of Shares in respect of which the Option is being exercised, or following the procedures available on the E*Trade online OptionsLink System, as applicable, Optionee shall deliver to the Secretary of the Company a written notice which shall set forth the portion of the purchase price the Optionee wishes to pay with Common Stock and the number of shares of such Common Stock the Optionee intends to surrender pursuant to the exercise of this Option, which shall be determined by dividing the aforementioned portion of the purchase price by the Market Value of the Common Stock for the day on which the notice of exercise is sent or delivered;

(ii) Fractional shares shall be disregarded and the Optionee shall pay in cash an amount equal to such fraction multiplied by the price determined under subparagraph (i) above;

(iii) The written notice shall be accompanied by a duly endorsed blank stock power with respect to the number of Shares set forth in the notice, and the certificate(s) representing said Shares shall be delivered to the Company at its principal offices within two business days from the date of the notice of exercise;

(iv) The Optionee hereby authorizes and directs the Secretary of the Company to transfer so many of the Shares represented by such certificate(s) as are necessary to pay the purchase price in accordance with the provisions herein; and

(v) Notwithstanding any other provision herein, the Optionee shall only be permitted to pay the purchase price with Shares of the Company's Common Stock owned by him as of the exercise date in the manner and within the time periods allowed under 17 CFR §240.16b-3 promulgated under the Securities Exchange Act of 1934 as such regulation is presently constituted, as it is amended from time to time, and as it is interpreted now or hereafter by the Securities and Exchange Commission.

In accordance with Section 6.1(e) of the General Terms, the Optionee may elect to pay the exercise price by authorizing a third party to sell Shares subject to the Option and remit to the Company a sufficient portion of the sale proceeds to pay the entire exercise price and any tax withholding resulting from such exercise.

6. Adjustments Upon Changes in Capitalization. Subject to any required action by the stockholders of the Company, the number of Shares covered by the Option, and the per share exercise price of the Option, shall be proportionately adjusted for certain corporate actions in accordance with and pursuant to Section 7.1 of the General Terms. Such adjustments shall be made by the Committee, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issue by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or Option Price of Shares of Common Stock subject to the Option.

7. Term of Option. This Option may not be exercised more than ten (10) years from the Grant Date set forth in the signature page of this Agreement, and may be exercised during such term only in accordance with the terms of this Agreement.

8. Not Employment Contract. Nothing in this Agreement shall confer upon the Optionee any right to continue in the employ of the Company or shall interfere with or restrict in any way the rights of the Company, which are hereby expressly reserved, to discharge the Optionee at any time for any reason whatsoever, with or without cause, subject to the provisions of applicable law.

9. Income Tax Withholding.

(a) The Optionee authorizes the Company to withhold in accordance with applicable law from any compensation payable to him or her any taxes required to be withheld by federal, state or local laws as a result of the exercise of this Option.

(b) Any adverse consequences incurred by an Optionee with respect to the use of shares of Common Stock to pay any part of the Option Price or of any tax in connection with the exercise of an Option, including, without limitation, any adverse tax consequences arising as a result of a disqualifying disposition within the meaning of Section 422 of the Code shall be the sole responsibility of the Optionee.

10. Adjustments in Acquisitions.

In accordance with the provisions of Section 7.2(a) of the General Terms, the Option will Accelerate in full in the event of an Acquisition if the Optionee remains employed by the Company or one of its Affiliates as of the date of the Acquisition, which means the closing date thereof, and the Option is not assumed or replaced by the successor or acquiring entity or the entity in control of such successor or acquiring entity in accordance with Section 7.2 (referred to for purposes of this section as the "Acquirer"). Otherwise, the Option will not Accelerate in the event of an Acquisition. In this regard, if the Optionee is offered employment or some other compensation continuing role by or on behalf of the Acquirer, including but not limited to, continuing employment with the Company, and in connection therewith, the Acquirer offers to assume or replace the Option, the Option will not Accelerate if the Optionee does not accept the offer.

Subject to the terms of any other written agreement between the Optionee and the Company related to the Optionee's employment by or other association with the Company and in accordance with Sections 7.1, 7.2, 7.4 and 7.5 of the General Terms, the Committee may, if it so determines in the exercise of its sole discretion, also make provision for proportionately adjusting the number or class of securities covered by the Option, as well as the price to be paid therefor, in the event that the Company effects one or more Acquisitions, corporate separations, reorganizations, liquidations or other increases or reductions of shares of its outstanding Common Stock.

[If, following a Change of Control in which the Option has been assumed by the successor or acquiring entity as of the date thereof, in the event of the Optionee's Involuntary Termination of employment within 24 months after the effective date of the Change of Control the vesting of the assumed Option shall be accelerated such that the Option will so vest as of the effective date of such Involuntary Termination with respect to all Shares that would have become vested during such 24-month period but for the Change of Control and Involuntary Termination (assuming the Optionee's Continuous Employment). An **"Involuntary Termination"** is one that occurs by reason of dismissal for any reason other than Misconduct or of voluntary resignation following: (i) a change in position that materially reduces the level of the Optionee's responsibility, (ii) a material reduction in the Optionee's base salary, or (iii) relocation by more than 50 miles; provided that (ii) and (iii) will apply only if the Optionee has not consented to the change or relocation. **"Misconduct"** shall mean the commission of any act of fraud, embezzlement or dishonesty by the Optionee, any unauthorized use or disclosure by such person of confidential information or trade secrets of the Company (or any Parent or Subsidiary), or any other intentional misconduct by such person adversely affecting the business affairs of the Company (or any Parent or Subsidiary) in a material manner. The foregoing definition shall not be deemed to be inclusive of all the acts or omissions which the Company (or any Parent or Subsidiary) may consider as grounds for the dismissal or discharge of the Optionee.]¹

THIS AGREEMENT is binding upon the parties and entered into effective as of the date set forth in the Notice of Grant of Stock Options.

CONSENT OF SPOUSE/DOMESTIC PARTNER

I, the Optionee, hereby agree that my spouse's/domestic partner's interest in the shares of Common Stock subject to said Option Agreement shall be irrevocably bound by the Option Agreement's terms. I further agree that all community property interests of mine and my spouse's or domestic partner's in such shares, if any, shall similarly be bound by said Option Agreement and that such consent is binding upon our executors, administrators, heirs and assigns. I represent and warrant to the Company that I have the authority to bind my spouse/domestic partner with respect to the Option and the Shares. I agree to execute and deliver such documents as may be necessary to carry out the intent of said Option Agreement and this consent.

¹ Certain of the agreements contain this provision.

EXHIBIT A

**NETLOGIC MICROSYSTEMS, INC.
GENERAL TERMS AND CONDITIONS FOR NEW EMPLOYEE
INDUCEMENT INCENTIVE OPTION GRANTS UNDER RULE
4350(I)(1)(A(IV) OF THE NASDAQ STOCK MARKET MARKETPLACE
RULES**

1. General Terms and Conditions for New Employee Inducement Incentive Option Grants Under Rule 4350(i)(1)(A)(iv) of the NASDAQ Stock Market Marketplace Rules Purposes

1.1 **General Purpose.** The Company, by means of these General Terms, seeks to retain the services of persons not previously an employee or director of the Company, or following a *bona fide* period of non-employment, as an inducement material to the individual's entering into employment with the Company within the meaning of Rule 4350(i)(1)(A)(iv) of the NASD Marketplace Rules, and to provide incentives for such persons to exert maximum efforts for the success of the Company and its Affiliates.

1.2 **Eligible Stock Award Recipients.** The persons eligible to receive Stock Awards are the new employees of the Company and its Affiliates hired as managers of the Company (director level or higher).

1.3 **Available Awards.** The purpose of the General Terms is to provide a means by which eligible recipients of Awards may be given an opportunity to benefit from increases in value of the Common Stock through the granting of the following Stock Awards: Options, Restricted Stock, Restricted Stock Units, Stock Appreciation Rights, Performance Units and Stock Grants.

2. Definitions

As used in this General Terms, the following terms shall have the following meanings:

2.1 **Accelerate, Accelerated, and Acceleration** means: (a) when used with respect to an Option or Stock Appreciation Right, that as of the time of reference the Option or Stock Appreciation Right will become exercisable with respect to some or all of the shares of Stock for which it was not then otherwise exercisable by its terms; (b) when used with respect to Restricted Stock or Restricted Stock Units, that the Risk of Forfeiture otherwise applicable to the Stock or Units shall expire with respect to some or all of the shares of Restricted Stock or Units then still otherwise subject to the Risk of Forfeiture; and (c) when used with respect to Performance Units, that the applicable Performance Goals shall be deemed to have been met as to some or all of the Units.

2.2 **Acquisition** means a merger or consolidation of the Company with or into another person or the sale, transfer, or other disposition of all or substantially all of the Company's assets to one or more other persons in a single transaction or series of related transactions.

2.3 **Affiliate** means any corporation, partnership, limited liability company, business trust, or other entity controlling, controlled by or under common control with the Company.

2.4 **Award** means any grant or sale pursuant to the General Terms of Options, Stock Appreciation Rights, Performance Units, Restricted Stock, Restricted Stock Units or Stock Grants.

2.5 **Award Agreement** means an agreement between the Company and the recipient of an Award, setting forth the terms and conditions of the Award.

2.6 **Board** means the Company's Board of Directors.

2.7 **Change of Control** means the occurrence of any of the following after the date of the approval of the General Terms by the Board:

(a) an Acquisition, unless securities possessing more than 50% of the total combined voting power of the survivor's or acquiror's outstanding securities (or the securities of any parent thereof) are held by a person or persons who held securities possessing more than 50% of the total combined voting power of the Company's outstanding securities immediately prior to that transaction, or

(b) any person or group of persons (within the meaning of Section 13(d)(3) of the Exchange Act) directly or indirectly acquires beneficial ownership (determined pursuant to SEC Rule 13d-3 promulgated under the said Exchange Act) of securities possessing more than 50% of the total combined voting power of the Company's outstanding securities pursuant to a tender or exchange offer made directly to the Company's stockholders that the Board does not recommend such stockholders accept, other than (i) the Company or an Affiliate, (ii) an employee benefit plan of the Company or any of its Affiliates, (iii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Affiliates, or (iv) an underwriter temporarily holding securities pursuant to an offering of such securities, or

(c) over a period of 36 consecutive months or less, there is a change in the composition of the Board such that a majority of the Board members (rounded up to the next whole number, if a fraction) ceases, by reason of one or more proxy contests for the election of Board members, to be composed of individuals who either (i) have been Board members continuously since the beginning of that period, or (ii) have been elected or nominated for election as Board members during such period by at least a majority of the Board members described in the preceding clause (i) who were still in office at the time that election or nomination was approved by the Board; or

(d) a majority of the Board votes in favor of a decision that a Change of Control has occurred.

2.8 **Code** means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute thereto, and any regulations issued from time to time thereunder.

2.9 **Committee** means the Compensation Committee of the Board, which in general is responsible for the administration of the General Terms, as provided in Section 5 of the General Terms. For any period during which no such committee is in existence, "Committee" shall mean the Independent Board, and all authority and responsibility assigned to the Committee under the General Terms shall be exercised, if at all, by the Independent Board.

2.10 **Company** means NetLogic Microsystems, Inc., a corporation organized under the laws of the State of Delaware.

2.11 **Continuous Employment** means the absence of any interruption or termination of service as an employee, director or consultant of the Company or any Subsidiary. Continuous Employment shall not be considered interrupted during any period of (i) any leave of absence approved by the Company or (ii) transfers between locations of the Company or between the Company and any Parent, Subsidiary or successor of the Company.

2.12 **Effective Date** means the date on which this General Terms has been approved by the Board, including the Independent Board.

2.13 **Exchange Act** means the Securities Exchange Act of 1934, as amended.

2.14 **Grant Date** means the date as of which an Option is granted, as determined under Section 6.1(a).

2.15 **Independent Board** means a majority of the independent directors on the Board. "**Independent**" has the meaning given under NASD Marketplace Rule 4200.

2.16 **Market Value** means the value of a share of Stock on a particular date determined by such methods or procedures as may be established by the Committee. Unless otherwise determined by the Committee, the Market Value of Stock as of any date is the closing price for the Stock as reported on the applicable market of the NASDAQ Stock Market (or on any national securities exchange or other established market on which the Stock is then listed) for that date or, if no closing price is reported for that date, the closing price on the next preceding date for which a closing price was reported. For purposes of Awards effective as of the effective date of the Company's initial public offering, Market Value of Stock shall be the price at which the Company's Stock is offered to the public in its initial public offering.

2.17 **Nonstatutory Option** means any Option that is not an Incentive Option.

2.18 **Option** means an option to purchase shares of Stock.

2.19 **Optionee** means a Participant to whom an Option shall have been granted under the General Terms.

2.20 **Parent** means a parent corporation of the Company, whether now or hereafter existing, as defined by Section 424(e) of the Code.

2.21 **Participant** means any holder of an outstanding Award under the General Terms.

2.22 **Performance Criteria** means the criteria that the Committee select for purposes of establishing the Performance Goal or Performance Goals for a Participant for a Performance Period. The Performance Criteria used to establish Performance Goals are limited to: pre- or after-tax net earnings, sales growth, operating earnings, operating cash flow, return on net assets, return on stockholders' equity, return on assets, return on capital, Stock price growth, stockholder returns, gross or net profit margin, earnings per share, price per share of Stock, and market share, any of which may be measured either in absolute terms or as compared to any incremental increase or as compared to results of a peer group. The Committee will objectively define the manner of calculating the Performance Criteria it selects to use for such Performance Period for such Participant.

2.23 **Performance Goals** means, for a Performance Period, the written goals established by the Committee for the Performance Period based upon the Performance Criteria. Depending on the Performance Criteria used to establish such Performance Goals, the Performance Goals may be expressed in terms of overall Company performance or the performance of a division, business unit, Subsidiary, or an individual.

2.24 **Performance Period** means the one or more periods, which may be of varying and overlapping durations, selected by the Committee, over which the attainment of one or more Performance Goals will be measured for purposes of determining a Participant's right to, and the payment of, a Performance Unit.

2.25 **Performance Unit** means a right granted to a Participant under Section 6.5, to receive cash, Stock or other Awards, the payment of which is contingent on achieving Performance Goals established by the Committee.

2.26 **General Terms** means these General Terms and Conditions for New Employee Inducement Incentive Option Grants Under Rule 4350(i)(1)(A)(iv) of the NASDAQ Stock Market Marketplace Rules of the Company, as amended from time to time, and including any attachments or addenda hereto.

2.27 **Restricted Stock** means a grant or sale of shares of Stock to a Participant subject to a Risk of Forfeiture.

2.28 **Restricted Stock Units** means rights to receive shares of Stock at the close of a Restriction Period, subject to a Risk of Forfeiture.

2.29 **Restriction Period** means the period of time, established by the Committee in connection with an Award of Restricted Stock, during which the shares of Restricted Stock are subject to a Risk of Forfeiture described in the applicable Award Agreement.

2.30 **Risk of Forfeiture** means a limitation on the right of the Participant to retain Restricted Stock or Restricted Stock Units, including a right in the Company to reacquire shares of Restricted Stock at less than their then Market Value, arising because of the occurrence or non-occurrence of specified events or conditions.

2.31 **Securities Act** means the Securities Act of 1933, as amended.

2.32 **SEC** means the Securities and Exchange Commission.

2.33 **Stock** means common stock, par value \$0.01 per share, of the Company, and such other securities as may be substituted for Stock pursuant to Section 7.

2.34 **Stock Appreciation Right** means a right to receive any excess in the Market Value of shares of Stock (except as otherwise provided in Section 6.2(c)) over a specified exercise price.

2.35 **Stock Grant** means the grant of shares of Stock not subject to restrictions or other forfeiture conditions.

2.36 **Subsidiary** means a subsidiary corporation of the Company, whether now or hereafter existing, as defined in Section 424(f) of the Code.

2.37 **Vesting Commencement Date** means, with respect to an Option or Stock Appreciation Right, the date, determined by the Committee, on which the vesting of the Option or Stock Appreciation Right shall commence, which may be the Grant Date or a date prior to or after the Grant Date.

3. Term of the General Terms

Unless the General Terms shall have been earlier terminated by the Board, Awards may be granted under this General Terms at any time in the period commencing on the Effective Date of approval of the General Terms by the Board and ending immediately prior to the twentieth anniversary thereof. Awards granted pursuant to the General Terms within that period shall not expire solely by reason of the termination of the General Terms.

4. Administration

In all events the General Terms shall be administered by the Independent Board or Committee in compliance with rule 4350(i)(1)(A)(iv) (and any successor thereto) of the National Association of Securities Dealers, Inc. ("NASD"). The grant of any Award under the General Terms must be approved by a majority of the members of the Board (each of whom is an "independent director" as defined in the rules of the NASD) or by the Company's independent compensation committee (as intended under the rules of the NASD). The General Terms shall be administered by the Committee, *provided, however*, that at any time and on any one or more occasions the Board may itself exercise any of the powers and responsibilities assigned the Committee under the General Terms and when so acting shall have the benefit of all of the provisions of the General Terms pertaining to the Committee's exercise of its authorities hereunder. Subject to the provisions of the General Terms, the Committee shall have complete authority, in its discretion, to make or to select the manner of making all determinations with respect to each Award to be granted by the Company under the General Terms, including the employee, consultant or director to receive the Award and the form of Award. All Awards of Stock or which otherwise entitle the Award recipient to acquire any shares of Stock shall be made from the authorized but unissued shares of Stock of the Company. The Committee, or the Independent Board, shall determine in its sole discretion how many shares of Stock to issue under this General Terms in the aggregate. In making its determinations, the Committee may take into account the nature of the services to be rendered by the new employees, their present and potential contributions to the success of the Company and its Affiliates, and such other factors as the Committee in its discretion shall deem relevant. Subject to the provisions of the General Terms, the Committee also shall have complete authority to interpret the General Terms, to prescribe, amend and rescind rules and regulations relating to it, to determine the terms and provisions of the respective Award Agreements (which need not be identical), and to make all other determinations necessary or advisable for the administration of the General Terms including, but not limited to, the cancellation, amendment, repricing, reclassification or exchange of outstanding Options and other Awards, subject to the provisions of Section 13. The Committee's determinations made in good faith on matters referred to in the General Terms shall be final, binding and conclusive on all persons having or claiming any interest under the General Terms or an Award made pursuant to hereto.

5. Authorization of Grants

5.1 Eligibility. Persons eligible for Stock Awards shall consist of Employees whose potential contribution, in the judgment of the Committee, will benefit the future success of the Company and/or an Affiliate. Stock Awards may be granted only to persons not previously an Employee or Director of the Company, or following a *bona fide* period of non-employment, as an inducement material to the individual's entering into employment with the Company within the meaning of Rule 4350(i)(1)(A)(iv) of the NASD Marketplace Rules (or applicable replacement rules or regulations). In addition, notwithstanding any other provision of the General Terms to the contrary, all Stock Awards must be granted either by the Independent Board or the Committee.

5.2 General Terms of Awards. Each grant of an Award shall be subject to all applicable terms and conditions of the General Terms (including but not limited to any specific terms and conditions applicable to that type of Award set out in the following Section), and such other terms and conditions, not inconsistent with the terms of the General Terms, as the Committee may prescribe. No prospective Participant shall have any rights with respect to an Award, unless and until such Participant has executed an Award agreement evidencing the Award, delivered a fully executed copy thereof to the Company, and otherwise complied with the applicable terms and conditions of such Award.

5.3 Effect of Termination of Employment, Disability or Death.

(a) Termination of Employment, Etc. Unless the Committee shall provide otherwise with respect to any Award, if the Participant's employment or other association with the Company or its Affiliates ends for any reason other than by total disability or death, including because of the Participant's employer ceasing to be an Affiliate, (a) any outstanding Option or Stock Appreciation Right of the Participant shall cease to be exercisable in any respect not later than 90 days following that event and, for the period it remains exercisable following that event, shall be exercisable only to the extent exercisable at the date of that event, and (b) any other outstanding Award of the Participant shall be forfeited or otherwise subject to return to or repurchase by the Company on the terms specified in the applicable Award Agreement. Military or sick leave or other personal leave approved by an authorized representative of the Company shall not be deemed a termination of employment or other association, *provided* that it does not exceed the longer of 90 days or the period during which the absent Participant's reemployment rights, if any, are guaranteed by statute or by contract.

(b) Disability of Participant. If a Participant's employment or other association with the Company and its Affiliates ends due to disability (as defined in Section 22(e)(3) of the Code), and such Participant was in Continuous Employment from the Grant Date until the date of termination of service, any outstanding Option or Stock Appreciation Right may be exercised at any time within six months following the date of termination of service, but only to the extent of the accrued right to exercise at the time of termination of service, subject to the condition that no Option or Stock Appreciation Right shall be exercised after its expiration in accordance with its terms.

(c) Death of Participant. In the event of the death during the Option period, or period during Stock Appreciation Right may be exercised, of a Participant who is at the time of his or her death an employee, director or consultant and who was in Continuous Employment as

such from the Grant Date until the date of death, the Option or Stock Appreciation Right of the Participant may be exercised at any time within 12 months following the date of death by such Participant's estate or by a person who acquired the right to exercise the Option or Stock Appreciation Right by bequest, inheritance or otherwise as a result of the Participant's death, but only to the extent of the accrued right to exercise at the time of death, subject to the condition that no Option or Stock Appreciation Right shall be exercised after its expiration in accordance with its terms.

5.4 Transferability of Awards. Except as otherwise provided in this Section 5.4, Awards shall not be transferable, and no Award or interest therein may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution. All of a Participant's rights in any Award may be exercised during the life of the Participant only by the Participant or the Participant's legal representative. However, the Committee may, at or after the grant of an Award of a Nonstatutory Option, or shares of Restricted Stock, provide that such Award may be transferred by the recipient through a gift or domestic relations order in settlement of marital property rights to any of the following donees or transferees and may be reacquired by the Participant from any of such donors or transferees:

(a) any "**family member**," which includes any child, stepchild, grandchild, parent, stepparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, any person sharing the Participant's household (other than a tenant or employee);

(b) a trust in which family members have more than fifty percent (50%) of the beneficial interests;

(c) a foundation in which "family members" (or the Participant) control the management of assets; and

(d) any other entity in which "family members" (or the Participant) own more than fifty percent (50%) of the voting interests.

provided, that (x) any such transfer is without payment of any consideration whatsoever and that no transfer shall be valid unless first approved by the Committee, acting in its sole discretion; (y) the Award Agreement pursuant to which such Awards are granted, and any amendments thereto, must be approved by the Committee and must expressly provide for transferability in a manner consistent with this Section 5.4; and (z) subsequent transfers of transferred Awards shall be prohibited except in accordance with this Section 5.4. Following transfer, any such Awards shall continue to be subject to the same terms and conditions as were applicable immediately prior to transfer, *provided* that the term hereof or in the Award Agreement shall continue to be applied with respect to the original Participant, following which any Options or Stock Appreciation Rights shall be exercisable by the transferee only to the extent, and for the periods specified in the Award Agreement or Section 5.3, as applicable.

6. Specific Terms of Awards

6.1 Options.

(a) Date of Grant. The granting of an Option shall take place at the time that legally effective action to grant the award is taken by the Committee or the Independent Board.

(b) Exercise Price. The price at which shares of Stock may be acquired under each Option shall be determined by the Committee in its sole discretion.

(c) Option Period. No Option may be exercised on or after the tenth anniversary of the Grant Date.

(d) Exercisability. An Option may be immediately exercisable or become exercisable in such installments, cumulative or non-cumulative, as the Committee may determine. Unless the Committee specifically determines otherwise at the time of the grant of the Option, each Option shall vest and become exercisable, cumulatively, as to one-fourth of the shares at the first anniversary of the Vesting Commencement Date and as to one thirty-sixth of the remaining shares subject to the Option at the end of each successive month thereafter until all of the shares subject to the Option have vested, subject to the Optionee's Continuous Employment. In the case of an Option not otherwise immediately exercisable in full, the Committee may Accelerate such Option in whole or in part at any time.

(e) Method of Exercise. An Option may be exercised by the Optionee giving written notice, in the manner provided in Section 14, specifying the number of shares with respect to which the Option is then being exercised. The notice shall be accompanied by payment in the form of cash or check payable to the order of the Company in an amount equal to the exercise price of the shares to be purchased or, if the Committee had so authorized on the grant of the Option or (and subject to such conditions, if any, as the Committee may deem necessary to avoid adverse accounting effects to the Company) by delivery to the Company of

(i) shares of Stock having a Market Value equal to the exercise price of the shares to be purchased, or

(ii) unless prohibited by applicable law, the Optionee's executed promissory note in the principal amount equal to the exercise price of the shares to be purchased and otherwise in such form as the Committee shall have approved.

If the Stock is traded on an established market, payment of any exercise price may also be made through and under the terms and conditions of any formal cashless exercise program authorized by the Company entailing the sale of the Stock subject to an Option in a brokered transaction (other than to the Company). Receipt by the Company of such notice and payment in any authorized or combination of authorized means shall constitute the exercise of the Option. Within 30 days thereafter but subject to the remaining provisions of the General Terms, the Company shall deliver or cause to be delivered to the Optionee or his agent a certificate or certificates for the number of shares then being purchased. Such shares shall be fully paid and nonassessable.

6.2 Stock Appreciation Rights.

(a) Tandem or Stand-Alone. Stock Appreciation Rights may be granted in tandem with an Option (at or, in the case of a Nonstatutory Option, after, the award of the Option), or alone and unrelated to an Option. Stock Appreciation Rights in tandem with an Option shall terminate to the extent that the related Option is exercised, and the related Option shall terminate to the extent that the tandem Stock Appreciation Rights are exercised.

(b) Exercise Price. Stock Appreciation Rights shall have such exercise price as the Committee may determine, except that in the case of Stock Appreciation Rights in tandem with Options, the exercise price of the Stock Appreciation Rights shall equal the exercise price of the related Option.

(c) Other Terms. Except as the Committee may deem inappropriate or inapplicable in the circumstances, Stock Appreciation Rights shall be subject to terms and conditions substantially similar to those applicable to a Nonstatutory Option. In addition, a Stock Appreciation Right related to an Option which can only be exercised during limited periods following a Change of Control may entitle the Participant to receive an amount based upon the highest price paid or offered for Stock in any transaction relating to the Change of Control or paid during the 30-day period immediately preceding the occurrence of the Change of Control in any transaction reported in the stock market in which the Stock is normally traded.

6.3 Restricted Stock.

(a) Purchase Price. Shares of Restricted Stock shall be issued under the General Terms for such consideration, in cash, other property or services, or any combination thereof, as is determined by the Committee.

(b) Issuance of Certificates. Each Participant receiving a Restricted Stock Award, subject to subsection (c) below, shall be issued a stock certificate in respect of such shares of Restricted Stock. Such certificate shall be registered in the name of such Participant, and, if applicable, shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Award substantially in the following form:

The transferability of this certificate and the shares represented by this certificate are subject to the terms and conditions of the NetLogic Microsystems, Inc. 2006 New Employee Inducement Incentive General Terms and an Award Agreement entered into by the registered owner and NetLogic Microsystems, Inc. Copies of such General Terms and Agreement are on file in the offices of NetLogic Microsystems, Inc.

(c) Escrow of Shares. The Committee may require that the stock certificates evidencing shares of Restricted Stock be held in custody by a designated escrow agent (which may but need not be the Company) until the restrictions thereon shall have lapsed, and that the Participant deliver a stock power, endorsed in blank, relating to the Stock covered by such Award.

(d) Restrictions and Restriction Period. During the Restriction Period applicable to shares of Restricted Stock, such shares shall be subject to limitations on transferability and a

Risk of Forfeiture arising on the basis of such conditions related to the performance of services, Company or Affiliate performance or otherwise as the Committee may determine and provide for in the applicable Award Agreement. Any such Risk of Forfeiture may be waived or terminated, or the Restriction Period shortened, at any time by the Committee on such basis as it deems appropriate.

(e) Rights Pending Lapse of Risk of Forfeiture or Forfeiture of Award. Except as otherwise provided in the General Terms or the applicable Award Agreement, at all times prior to lapse of any Risk of Forfeiture applicable to, or forfeiture of, an Award of Restricted Stock, the Participant shall have all of the rights of a stockholder of the Company, including the right to vote, and the right to receive any dividends with respect to, the shares of Restricted Stock. The Committee, as determined at the time of Award, may permit or require the payment of cash dividends to be deferred and, if the Committee so determines, reinvested in additional Restricted Stock to the extent shares for reinvestment were authorized at the time of grant.

(f) Lapse of Restrictions. If and when the Restriction Period expires without a prior forfeiture of the Restricted Stock, the certificates for such shares shall be delivered to the Participant promptly if not theretofore so delivered.

6.4 Restricted Stock Units.

(a) Character. Each Restricted Stock Unit shall entitle the recipient to a share of Stock at a close of such Restriction Period as the Committee may establish and subject to a Risk of Forfeiture arising on the basis of such conditions relating to the performance of services, Company or Affiliate performance or otherwise as the Committee may determine and provide for in the applicable Award Agreement. Any such Risk of Forfeiture may be waived or terminated, or the Restriction Period shortened, at any time by the Committee on such basis as it deems appropriate.

(b) Form and Timing of Payment. Payment of earned Restricted Stock Units shall be made in a single lump sum following the close of the applicable Restriction Period. At the discretion of the Committee, Participants may be entitled to receive payments equivalent to any dividends declared with respect to Stock referenced in grants of Restricted Stock Units but only following the close of the applicable Restriction Period and then only if the underlying Stock shall have been earned. Unless the Committee shall provide otherwise, any such dividend equivalents shall be paid, if at all, without interest or other earnings.

6.5 Performance Units.

(a) Character. Each Performance Unit shall entitle the recipient to the value of a specified number of shares of Stock, over the initial value for such number of shares, if any, established by the Committee at the time of grant, at the close of a specified Performance Period to the extent specified Performance Goals shall have been achieved.

(b) Earning of Performance Units. The Committee shall set Performance Goals in its discretion which, depending on the extent to which they are met within the applicable Performance Period, will determine the number and value of Performance Units that will be paid out to the Participant. After the applicable Performance Period has ended, the holder of Performance Units shall be entitled to receive payout on the number and value of Performance Units earned by the Participant over the Performance Period, to be determined as a function of the extent to which the corresponding Performance Goals have been achieved.

(c) Form and Timing of Payment. Payment of earned Performance Units shall be made in a single lump sum following the close of the applicable Performance Period. At the discretion of the Committee, Participants may be entitled to receive any dividends declared with respect to Stock which have been earned in connection with grants of Performance Units which have been earned, but not yet distributed to Participants. The Committee may permit or, if it so provides at grant require, a Participant to defer such Participant's receipt of the payment of cash or the delivery of Stock that would otherwise be due to such Participant by virtue of the satisfaction of any requirements or goals with respect to Performance Units. If any such deferral election is required or permitted, the Committee shall establish rules and procedures for such payment deferrals.

6.6 Stock Grants. Stock Grants shall be awarded solely in recognition of significant contributions to the success of the Company or its Affiliates, in lieu of compensation otherwise already due and in such other limited circumstances as the Committee deems appropriate. Stock Grants shall be made without forfeiture conditions of any kind.

6.7 Awards to Participants Outside the United States. The Committee may modify the terms of any Award under the General Terms, granted to a Participant who is, at the time of grant or during the term of the Award, resident or primarily employed outside of the United States in any manner deemed by the Committee to be necessary or appropriate in order that the Award shall conform to laws, regulations, and customs of the country in which the Participant is then resident or primarily employed, or so that the value and other benefits of the Award to the Participant, as affected by foreign tax laws and other restrictions applicable as a result of the Participant's residence or employment abroad, shall be comparable to the value of such an Award to a Participant who is resident or primarily employed in the United States. The Committee may establish supplements to, or amendments, restatements, or alternative versions of, the General Terms for the purpose of granting and administering any such modified Award.

7. Adjustment Provisions

7.1 Adjustment for Corporate Actions. All of the share numbers set forth in the General Terms reflect the capital structure of the Company as of the Effective Date. Subject to Section 7.2, if subsequent to that date the outstanding shares of Stock (or any other securities covered by the General Terms by reason of the prior application of this Section) are increased, decreased, or exchanged for a different number or kind of shares or other securities, or if additional shares or new or different shares or other securities are distributed with respect to shares of Stock, through merger, consolidation, sale of all or substantially all the property of the Company, reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split, or other similar distribution with respect to such shares of Stock, an appropriate and proportionate adjustment will be made in (i) the numbers and kinds of shares or other securities subject to the then outstanding Awards, (ii) the exercise price for each share or other unit of any other securities subject to then outstanding Options and Stock Appreciation Rights (without change in the aggregate purchase price as to which such Options or Rights remain exercisable), and (iii) the repurchase price of each share of Restricted Stock then subject to a Risk of Forfeiture in the form of a Company repurchase right.

7.2 Treatment in Certain Acquisitions.

(a) Subject to any provisions of then outstanding Awards granting greater rights to the holders thereof, in the event of an Acquisition in which outstanding Awards are not Accelerated in full, any then outstanding Awards shall nevertheless Accelerate in full if not assumed or replaced by comparable Awards referencing shares of the capital stock of the successor or acquiring entity or the entity in control of such successor or acquiring entity, and thereafter (or after a reasonable period following the Acquisition, as determined by the Committee) terminate. As to any one or more outstanding Awards which are not otherwise Accelerated in full by reason of such Acquisition, the Committee may also, either in advance of an Acquisition or at the time thereof and upon such terms as it may deem appropriate, provide for the Acceleration of such outstanding Awards in the event that the employment of the Participants should subsequently terminate following the Acquisition. Each outstanding Award that is assumed in connection with an Acquisition, or is otherwise to continue in effect subsequent to the Acquisition, will be appropriately adjusted, immediately after the Acquisition, as to the number and class of securities and other relevant terms in accordance with Section 7.1.

(b) For the purposes of this Section 7.2, an Award shall be considered assumed or replaced by a comparable Award if, following the Acquisition, the Award confers the right to purchase, for each share of Stock subject to the Award immediately prior to the Acquisition, the consideration (whether stock, cash or other securities or property) received in the Acquisition by holders of Stock on the effective date of the Acquisition (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of Stock); *provided, however*, that if such consideration received in the Acquisition was not solely common stock of the successor corporation or its Parent or Subsidiary, the Committee may, with the consent of the successor corporation, provide for the consideration to be received upon the exercise of the Award for each share of Stock subject to the Award to be solely common stock of the successor corporation or its Parent or Subsidiary equal in fair market value to the per share consideration received by holders of Stock in the Acquisition.

7.3 Dissolution or Liquidation. Upon dissolution or liquidation of the Company, other than as part of an Acquisition or similar transaction, each outstanding Option and Stock Appreciation Right shall terminate, but the Optionee or Stock Appreciation Right holder shall have the right, immediately prior to the dissolution or liquidation, to exercise the Option or Stock Appreciation Right to the extent exercisable on the date of dissolution or liquidation. Upon dissolution or liquidation of the Company, other than as part of an Acquisition or similar transaction, each other outstanding Award shall be forfeited.

7.4 Adjustment of Awards Upon the Occurrence of Certain Unusual or Nonrecurring Events. In the event of any corporate action not specifically covered by the preceding sections, including but not limited to an extraordinary cash distribution on Stock, a corporate separation or other reorganization or liquidation, the Committee may make such adjustment of outstanding Awards and their terms, if any, as it, in its sole discretion, may deem equitable and appropriate in the circumstances. The Committee may make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events (including, without limitation, the events described in this Section 7.4) affecting the Company or the financial statements of the Company or of changes in applicable laws, regulations, or accounting principles, whenever the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the General Terms.

7.5 Related Matters. Any adjustment in Awards made pursuant to this Section 7 shall be determined and made, if at all, by the Committee and shall include any correlative modification of terms, including of Option exercise prices, rates of vesting or exercisability, Risks of Forfeiture, applicable repurchase prices for Restricted Stock, and Performance Goals and other financial objectives which the Committee may deem necessary or appropriate so as to ensure the rights of the Participants in their respective Awards are not substantially diminished nor enlarged as a result of the adjustment and corporate action other than as expressly contemplated in this Section 7. No fraction of a share shall be purchasable or deliverable upon exercise, but in the event any adjustment hereunder of the number of shares covered by an Award shall cause such number to include a fraction of a share, such number of shares shall be adjusted to the nearest smaller whole number of shares. No adjustment of an Option exercise price per share pursuant to this Section 7 shall result in an exercise price which is less than the par value of the Stock.

8. Settlement of Awards

8.1 In General. Options and Restricted Stock shall be settled in accordance with their terms. All other Awards may be settled in cash, Stock, or other Awards, or a combination thereof, as determined by the Committee at or after grant and subject to any contrary Award Agreement. The Committee may not require settlement of any Award in Stock pursuant to the immediately preceding sentence to the extent issuance of such Stock would be prohibited or unreasonably delayed by reason of any other provision of the General Terms.

8.2 Violation of Law. Notwithstanding any other provision of the General Terms or the relevant Award Agreement, if, at any time, in the reasonable opinion of the Company, the issuance of shares of Stock covered by an Award may constitute a violation of law, then the Company may delay such issuance and the delivery of a certificate for such shares until (i) approval shall have been obtained from such governmental agencies, other than the Securities and Exchange Commission, as may be required under any applicable law, rule, or regulation and (ii) in the case where such issuance would constitute a violation of a law administered by or a regulation of the Securities and Exchange Commission, one of the following conditions shall have been satisfied:

(a) the shares are at the time of the issue of such shares effectively registered under the Securities Act; or

(b) the Company shall have determined, on such basis as it deems appropriate (including an opinion of counsel in form and substance satisfactory to the Company) that the sale, transfer, assignment, pledge, encumbrance or other disposition of such shares or such beneficial interest, as the case may be, does not require registration under the Securities Act or any applicable State securities laws.

The Company shall make all reasonable efforts to bring about the occurrence of said events

8.3 Corporate Restrictions on Rights in Stock. Any Stock to be issued pursuant to Awards granted under the General Terms shall be subject to all restrictions upon the transfer thereof which may be now or hereafter imposed by the charter, certificate or articles, or by laws, of the Company.

8.4 Investment Representations. The Company shall be under no obligation to issue any shares covered by any Award unless the shares to be issued pursuant to Awards granted under the General Terms have been effectively registered under the Securities Act, or the Participant shall have made such written representations to the Company (upon which the Company believes it may reasonably rely) as the Company may deem necessary or appropriate for purposes of confirming that the issuance of such shares will be exempt from the registration requirements of the Securities Act and any applicable state securities laws and otherwise in compliance with all applicable laws, rules and regulations, including but not limited to that the Participant is acquiring the shares for his or her own account for the purpose of investment and not with a view to, or for sale in connection with, the distribution of any such shares.

8.5 Registration. If the Company shall deem it necessary or desirable to register under the Securities Act or other applicable statutes any shares of Stock issued or to be issued pursuant to Awards granted under the General Terms, or to qualify any such shares of Stock for exemption from the Securities Act or other applicable statutes, then the Company shall take such action at its own expense. The Company may require from each recipient of an Award, or each holder of shares of Stock acquired pursuant to the General Terms, such information in writing for use in any registration statement, prospectus, preliminary prospectus or offering circular as is reasonably necessary for that purpose and may require reasonable indemnity to the Company and its officers and directors from that holder against all losses, claims, damage and liabilities arising from use of the information so furnished and caused by any untrue statement of any material fact therein or caused by the omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made. In addition, the Company may require of any such person that he or she agree that, without the prior written consent of the Company or the managing underwriter in any public offering of shares of Stock, he or she will not sell, make any short sale of, loan, grant any option for the purchase of, pledge or otherwise encumber, or otherwise dispose of, any shares of Stock during the 180-day period commencing on the effective date of the registration statement relating to the underwritten public offering of securities. Without limiting the generality of the foregoing provisions of this Section 8.5, if in connection with any underwritten public offering of securities of the Company the managing underwriter of such offering requires that the Company's directors and officers enter into a lock-up agreement containing provisions that are more restrictive than the provisions set forth in the preceding sentence, then (a) each holder of shares of Stock acquired pursuant to the General Terms (regardless of whether such person has complied or complies with the provisions of clause (b) below) shall be bound by, and shall be deemed to have agreed to, the same lock-up terms as those to which the Company's directors and officers are required to adhere; and (b) at the request of the Company or such managing underwriter, each such person shall execute and deliver a lock-up agreement in form and substance equivalent to that which is required to be executed by the Company's directors and officers.

8.6 Placement of Legends; Stop Orders; etc. Each share of Stock to be issued pursuant to Awards granted under the General Terms may bear a reference to the investment representation made in accordance with Section 8.4 in addition to any other applicable restriction under the General Terms, the terms of the Award and, if applicable, to the fact that no registration statement has been filed with the Securities and Exchange Commission in respect to

such shares of Stock. All certificates for shares of Stock or other securities delivered under the General Terms shall be subject to such stock transfer orders and other restrictions as the Committee may deem advisable under the rules, regulations, and other requirements of any stock exchange upon which the Stock is then listed, and any applicable federal or state securities law, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

8.7 Tax Withholding. Whenever shares of Stock are issued or to be issued pursuant to Awards granted under the General Terms, the Company shall have the right to require the recipient to remit to the Company an amount sufficient to satisfy federal, state, local or other withholding tax requirements if, when, and to the extent required by law (whether so required to secure for the Company an otherwise available tax deduction or otherwise) prior to the delivery of any certificate or certificates for such shares. The obligations of the Company under the General Terms shall be conditional on satisfaction of all such withholding obligations and the Company shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the recipient of an Award. However, in such cases Participants may elect, subject to the approval of the Committee, to satisfy an applicable withholding requirement, in whole or in part, by having the Company withhold shares to satisfy their tax obligations. Participants may only elect to have shares withheld having a Market Value on the date the tax is to be determined equal to the minimum statutory total tax which could be imposed on the transaction. All elections shall be irrevocable, made in writing, signed by the Participant, and shall be subject to any restrictions or limitations that the Committee deems appropriate.

9. Reservation of Stock

The Company shall at all times during the term of the General Terms and any outstanding Awards granted hereunder reserve or otherwise keep available such number of shares of Stock as will be sufficient to satisfy the requirements of the General Terms (if then in effect) and the Awards and shall pay all fees and expenses necessarily incurred by the Company in connection therewith

10. Limitation of Rights in Stock; No Special Service Rights

A Participant shall not be deemed for any purpose to be a stockholder of the Company with respect to any of the shares of Stock subject to an Award, unless and until a certificate shall have been issued therefor and delivered to the Participant or his agent. Any Stock to be issued pursuant to Awards granted under the General Terms shall be subject to all restrictions upon the transfer thereof which may be now or hereafter imposed by the certificate of incorporation and the bylaws of the Company. Nothing contained in the General Terms or in any Award Agreement shall confer upon any recipient of an Award any right with respect to the continuation of his or her employment or other association with the Company (or any Affiliate), or interfere in any way with the right of the Company (or any Affiliate), subject to the terms of any separate employment or consulting agreement or provision of law or certificate of incorporation or by laws to the contrary, at any time to terminate such employment or consulting agreement or to increase or decrease, or otherwise adjust, the other terms and conditions of the recipient's employment or other association with the Company and its Affiliates.

11. Unfunded Status of General Terms

The General Terms is intended to constitute an "unfunded" plan for incentive compensation, and the General Terms is not intended to constitute a plan subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended. With respect to any payments not yet made to a Participant by the Company, nothing contained herein shall give any such Participant any rights that are greater than those of a general creditor of the Company. In its sole discretion, the Committee may authorize the creation of trusts or other arrangements to meet the obligations created under the General Terms to deliver Stock or payments with respect to Options, Stock Appreciation Rights and other Awards hereunder, *provided, however*, that the existence of such trusts or other arrangements is consistent with the unfunded status of the General Terms.

12. Nonexclusivity of the General Terms

Neither the adoption of the General Terms by the Board nor the submission of the General Terms to the stockholders of the Company shall be construed as creating any limitations on the power of the Board to adopt such other incentive arrangements as it may deem desirable, including without limitation, the granting of stock options and restricted stock other than under the General Terms, and such arrangements may be either applicable generally or only in specific cases.

13. Termination and Amendment of the General Terms

The Independent Board may at any time terminate the General Terms or make such modifications of the General Terms as it shall deem advisable. Unless the Independent Board otherwise expressly provides, no amendment of the General Terms shall affect the terms of any Award outstanding on the date of such amendment. In any case, no termination or amendment of the General Terms may, without the consent of any recipient of an Award granted hereunder, adversely affect the rights of the recipient under such Award.

The Committee may amend the terms of any Award theretofore granted, prospectively or retroactively, provided that the Award as amended is consistent with the terms of the General Terms, but no such amendment shall impair the rights of the recipient of such Award without his or her consent.

14. Notices and Other Communications

Any notice, demand, request or other communication hereunder to any party shall be deemed to be sufficient if contained in a written instrument delivered in person or duly sent by first class registered, certified or overnight mail, postage prepaid, or telecopied with a confirmation copy by regular, certified or overnight mail, addressed or telecopied, as the case may be, (i) if to the recipient of an Award, at his or her residence address last filed with the Company and (ii) if to the Company, at its principal place of business, addressed to the attention of its Chief Financial Officer, or to such other address or telecopier number or electronic mail address, as the case may be, as the addressee may have designated by notice to the addressor. All such notices, requests, demands and other communications shall be deemed to have been received: (i) in the case of personal delivery, on the date of such delivery; (ii) in the case of mailing, when received by the addressee; (iii) in the case of facsimile transmission, when confirmed by facsimile machine report; and (iv) in the case of electronic mail, when directed to an electronic mail address at which the receiving party has consented to receive notice, *provided*, that such consent is deemed revoked if the sender is unable to deliver by electronic transmission two consecutive notices and such inability becomes known to the secretary or assistant secretary of the Company or to the transfer agent, or other person responsible for giving notice.

15. Governing Law

The General Terms and all Award Agreements and actions taken thereunder shall be governed, interpreted and enforced in accordance with California law, without regard to the conflicts of laws principles of such state.