

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

FORM 8-K
CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

February 14, 2022
Date of Report (Date of earliest event reported)



ADVANCED MICRO DEVICES, INC.

Delaware (State or Other Jurisdiction of Incorporation)	(Exact name of registrant as specified in its charter) 001-07882 (Commission File Number)	94-1692300 (IRS Employer Identification Number)
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2485 Augustine Drive
Santa Clara, California 95054
(Address of principal executive offices) (Zip Code)
(408) 749-4000
(Registrant's telephone number, including area code)
N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	AMD	The Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Introductory Note

On February 14, 2022, Advanced Micro Devices, Inc. (“AMD”) completed the previously announced acquisition of Xilinx, Inc. (“Xilinx”) pursuant to the Agreement and Plan of Merger, dated October 26, 2020 (the “Merger Agreement”), by and among AMD, Thrones Merger Sub, Inc., a wholly owned subsidiary of AMD (“Merger Sub”), and Xilinx.

Under the Merger Agreement, Merger Sub merged with and into Xilinx (the “Merger”), with Xilinx surviving such Merger as a wholly owned subsidiary of AMD. The Merger became effective on February 14, 2022 upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware (the time of such filing, the “Effective Time”).

The following events took place in connection with the completion of the Merger.

Item 1.01 Entry into a Material Definitive Agreement

On February 14, 2022, AMD entered into (i) a fourth supplemental indenture (the “2024 Supplemental Indenture”) to the indenture, dated as of March 12, 2014, by and between Xilinx and U.S. Bank Trust Company, National Association, as successor in Interest to U.S. Bank National Association, as Trustee (the “Trustee”), as amended and supplemented by the first supplemental indenture, dated as of March 12, 2014, the second supplemental indenture, dated as of May 30, 2017 and the third supplemental indenture, dated as of August 31, 2017, relating to Xilinx’s 2.950% Senior Notes due 2024 and (ii) the second supplemental indenture (the “2030 Supplemental Indenture” and, together with the 2024 Supplemental Indenture, the “Supplemental Indentures”) to the indenture, dated as of May 19, 2020, by and between Xilinx and the Trustee, as supplemented by the first supplemental indenture, dated as of May 19, 2020, relating to Xilinx’s 2.375% Senior Notes due 2030.

Under the Supplemental Indentures, AMD has agreed to provide guarantees of Xilinx’s Senior Notes due 2024 and Xilinx’s Senior Notes due 2030, respectively. The 2024 Supplemental Indenture and the 2030 Supplemental Indenture are filed as Exhibit 4.1 and Exhibit 4.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets

The information included in the Introductory Note is incorporated herein by reference into this Item 2.01.

Merger Consideration

Under the Merger Agreement, at the Effective Time, each share of common stock, par value \$0.01 per share, of Xilinx (the “Xilinx Common Stock”) issued and outstanding immediately prior to the Effective Time (other than treasury shares and any shares of Xilinx Common Stock held directly by AMD or Merger Sub) was converted into the right to receive 1.7234 shares (the “Exchange Ratio”) of a fully paid and non-assessable share of common stock, par value \$0.01 per share, of AMD (the “AMD Common Stock”) and, if applicable, cash in lieu of fractional shares, subject to any applicable withholding.

At the Effective Time, (i) all Xilinx restricted stock units (“Xilinx RSUs”) with vesting criteria based on continuing service that were outstanding and held by employees of Xilinx as of immediately prior to the Effective Time were automatically converted into restricted stock units denominated in shares of AMD Common Stock based on the Exchange Ratio, with Xilinx RSUs with performance-based vesting criteria converted into performance-based vesting restricted stock units denominated in shares of AMD Common Stock based on the Exchange Ratio and continuing to vest through the end of the applicable performance period based on performance measures applicable to such Xilinx RSUs as of immediately prior to the Effective Time, (ii) all Xilinx options held by employees of Xilinx that were outstanding as of immediately prior to the Effective Time (if any) were automatically converted into options to acquire a number of shares of AMD Common Stock determined based on the Exchange Ratio (with the exercise price being adjusted based on the Exchange Ratio) and (iii) all Xilinx options and Xilinx RSUs held by non-employee members of Xilinx’s board of directors accelerated in full and, in the case of Xilinx RSUs, became settled. Aside from the foregoing adjustments, the awards generally remain subject to the same vesting and other terms and conditions that applied to the awards immediately prior to the Effective Time.

The foregoing description of the Merger and the Merger Agreement does not purport to be complete and is subject to and qualified in its entirety by reference to the full text of the Merger Agreement, a copy of which was filed as

Exhibit 2.1 to the Current Report on Form 8-K filed by AMD on October 27, 2020 and is incorporated herein by reference.

Item 2.03 Creation of Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

The information included in Item 1.01 is incorporated by reference into this Item 2.03.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

a. Appointment of Jon Olson and Elizabeth Vanderslice to the AMD Board of Directors

As of the Effective Time and in accordance with the Merger Agreement, the AMD Board of Directors (the "Board") voted to increase the size of the Board from eight directors to ten directors and appointed Jon Olson and Elizabeth Vanderslice to the Board. The Board has determined that Mr. Olson and Ms. Vanderslice qualify as independent directors under the corporate governance standards of The Nasdaq Stock Market and the applicable rules adopted by the U.S. Securities and Exchange Commission (the "SEC"). Mr. Olson and Ms. Vanderslice were also appointed to the Nominating and Corporate Governance Committee of the Board. Mr. Olson was appointed to the Audit and Finance Committee of the Board.

The compensation of Mr. Olson and Ms. Vanderslice for their service as non-employee directors will be consistent with that of AMD's other non-employee directors, which are described in AMD's definitive proxy statement filed on March 31, 2021 with the SEC.

b. Appointment of Dr. Lisa Su as Chairman of the Board and John Caldwell as Lead Director

On February 14, 2022, AMD announced that the Board has appointed President and Chief Executive Officer Dr. Lisa Su to the role of Chairman and John Caldwell to the role of Lead Director.

Item 7.01 Regulation FD Disclosure

On February 14, 2022, AMD issued a press release announcing the completion of the Merger, described above in Item 2.01, and the appointment of Victor Peng as President of AMD's Adaptive and Embedded Computing Group. A copy of the press releases is furnished hereto as Exhibit 99.1.

Also on February 14, 2022, AMD issued a press release announcing the appointments of Dr. Lisa Su, John Caldwell, Jon Olson and Elizabeth Vanderslice, described above in Item 5.02. A copy of the press release is furnished hereto as Exhibit 99.2.

The information in this Item, including Exhibit 99.1 and Exhibit 99.2 attached hereto, is furnished pursuant to Item 7.01 of this Current Report on Form 8-K. Consequently, it is not deemed "filed" for the purposes of Section 18 of the Securities and Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section. It may only be incorporated by reference in another filing under the Exchange Act or the Securities Act of 1933, as amended, if such subsequent filing specifically references this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits

(a) Financial statements of business acquired

As permitted by Item 9.01(a)(3) of Form 8-K, the financial statements required by this Item will be filed by amendment to this Current Report on Form 8-K within 71 days following the date on which this Current Report on Form 8-K is required to be filed.

(b) Pro forma financial information

As permitted by Item 9.01(a)(3) of Form 8-K, the pro forma financial statements required by this Item will be filed by amendment to this Current Report on Form 8-K within 71 days following the date on which this Current Report on Form 8-K is required to be filed.

(d) Exhibits

Exhibit Number	Description
4.1	2024 Supplemental Indenture
4.2	2030 Supplemental Indenture
99.1	Press Release Announcing Transaction Close, dated February 14, 2022
99.2	Press Release announcing Board Appointments, dated February 14, 2022
104	Cover Page Interactive Data File (the Cover Page XBRL tags are embedded within the Inline XBRL document)

XILINX, INC.,
as Issuer,
ADVANCED MICRO DEVICES, INC.,
as Guarantor,
and
U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Successor in Interest to U.S. Bank National Association,
FOURTH SUPPLEMENTAL INDENTURE
Dated as of February 14, 2022
to
INDENTURE

FOURTH SUPPLEMENTAL INDENTURE, dated as of February 14, 2022 (this "Supplemental Indenture"), among Xilinx, Inc., a Delaware corporation (the "Company"), Advanced Micro Devices, Inc., a Delaware corporation (the "Parent Guarantor"), and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee").

RECITALS

WHEREAS, the Company and The Bank of New York Mellon Trust Company, N.A. have heretofore entered into an Indenture, dated as of June 14, 2007 (the "Base Indenture") and, as amended and supplemented from time to time, including without limitation pursuant to the First Supplemental Indenture, dated as of March 12, 2014, by and between the company and The Bank of New York Mellon Trust Company, N.A., the Second Supplemental Indenture, dated as of May 30, 2017, by and between the Company and the Trustee, the Third Supplemental Indenture, dated as of August 31, 2017, by and between the Company and the Trustee, and this Supplemental Indenture, the "Indenture";

WHEREAS, on the date hereof, pursuant to an Agreement and Plan of Merger, dated as of October 26, 2020 (the "Merger Agreement"), by among the Company, the Parent Guarantor and Thrones Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of the Parent Guarantor ("Merger Sub"), Merger Sub merged with and into the Company (together with the other transactions contemplated by the Merger Agreement, the "Transaction"), whereupon the separate existence of Merger Sub ceased and the Company continued as the surviving corporation (in such capacity, the "Surviving Corporation") and a wholly owned subsidiary of Parent Guarantor;

WHEREAS, Section 901 of the Base Indenture provides that the Company (when authorized by or pursuant to a Board Resolution) and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental to the Base Indenture, in form satisfactory to the Trustee, without the consent of any Holders of Securities to amend or supplement any provision contained in the Indenture or in any supplemental indenture, provided that no such amendment or supplement shall materially adversely affect the interests of the Holders of any Securities then Outstanding;

WHEREAS, in connection with the Transaction, the Parent Guarantor desires to become a guarantor of, and provide a guarantee of, the currently outstanding \$750,000,000 aggregate principal amount of 2.950% Senior Notes due 2024 under the Indenture (collectively, the "Currently Outstanding Securities");

WHEREAS, in order to comply with Section 801(1) of the Base Indenture, the Surviving Corporation desires to expressly assume the due and punctual payment of the principal of, any premium and interest on and any Additional Amounts with respect to all the Currently Outstanding Securities and the performance of every obligation in the Indenture and the Currently Outstanding Securities on the part of the Company to be performed or observed (collectively, the "Company Obligations");

WHEREAS, the Trustee is the trustee of the Currently Outstanding Securities; and

WHEREAS, the boards of directors of each of the Company and the Parent Guarantor have approved and declared advisable this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parent Guarantor hereby guarantees the Company's obligations under the Currently Outstanding Securities as follows:

ARTICLE I RELATION TO INDENTURE; DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01 Relation to Indenture. With respect to the Currently Outstanding Securities, this Supplemental Indenture constitutes an integral part of the Indenture.

Section 1.02 Definitions. For all purposes of this Supplemental Indenture, capitalized terms used and not defined herein shall have the respective meanings ascribed to such terms in the Base Indenture and the following terms shall have the following meanings:

“Guarantee” means a guarantee of all or any part of any series of Securities pursuant to the terms set forth in any Board Resolution, supplemental indenture to the Indenture and/or Officer’s Certificate.

“Guaranteed Series of Securities” means the Currently Outstanding Securities and any other series of Securities the obligations of the Company with respect to which are guaranteed by the Guarantor(s).

“Guarantor” means, with respect to a Guaranteed Series of Securities, the Parent Guarantor or any other Person that provides a Guarantee of such series under the Indenture; provided, however, that upon the release and discharge of any Person (including the Parent Guarantor) from its Guarantee with respect to a Guaranteed Series of Securities in accordance with the Indenture, such Person shall cease to be a Guarantor with respect to such Guaranteed Series of Securities.

Section 1.03 General References. All references in this Supplemental Indenture to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Supplemental Indenture; and the term “herein”, “hereof”, “hereunder” and any other word of similar import refers to this Supplemental Indenture.

ARTICLE II AGREEMENT TO GUARANTEE

Section 2.01 Agreement to Guarantee. The Parent Guarantor hereby agrees to provide a full and unconditional Guarantee of the Currently Outstanding Securities and thereby become the Guarantor of such Currently Outstanding Securities on the terms and subject to the conditions set forth herein (the “Parent Guarantee”).

Section 2.02 Benefits Acknowledged. The Parent Guarantor acknowledges that it shall receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and from the Parent Guarantee under this Supplemental Indenture.

Section 2.03 No Requirement to Endorse Notation of Guarantee. The Parent Guarantor hereby agrees that its execution and delivery of this Supplemental Indenture shall evidence the Parent Guarantee without the need for notation on any Currently Outstanding Securities.

ARTICLE III GUARANTEE

Section 3.01 Guarantee.

(a) Subject to the provisions of this Article III, each Guarantor in respect of any Securities of a Guaranteed Series of Securities hereby jointly and severally unconditionally guarantees (subject to Section 3.04), on a senior unsecured basis, to each Holder of a Security of such series authenticated and delivered by the Trustee and to the Trustee and its successors, irrespective of (i) the validity and enforceability of the Indenture, the Securities of such series or the obligations of the Company or any other Guarantors to the Holders of the Securities of such series or the Trustee hereunder or thereunder or (ii) the absence of any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or default of a Guarantor, that: (a) the principal of, premium, if any, interest and defaulted interest with respect to the Securities of such series shall be duly and punctually paid in full when due, whether at Maturity, by acceleration or otherwise, and interest on the overdue principal and (to the extent permitted by law) interest or defaulted interest with respect to the Securities of such series and all other obligations of the Company or any Guarantor to the Holders of the Securities of such series or the Trustee hereunder or thereunder and all other obligations under the Indenture with respect to the Securities of such series shall be promptly paid in full or performed, all in

accordance with the terms of the Indenture and thereof and (b) in case of any extension of time of payment or renewal of any Securities of such series or any of such other obligations, the same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at the Stated Maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed, or failing performance of any other obligation of the Company to the Holders of the Securities of such series, for whatever reason, each Guarantor shall be obligated to pay, or to perform or cause the performance of, the same immediately. An Event of Default under the Indenture or the Securities of such series shall constitute an event of default under the Guarantee, and shall entitle the Holders of the Securities of such series or the Trustee to accelerate the obligations of the Guarantors of the Securities of such series hereunder in the same manner and to the same extent as the obligations of the Company.

(b) The Guarantor, by execution hereof, waives the benefit of diligence, presentment, demand for payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever and covenant that such Guarantee shall not be discharged except by complete performance of the obligations contained in the Indenture and such Guarantee. The Guarantee is a guarantee of payment and not of collection. If any Holder or the Trustee is required by any court or otherwise to return to the Company or to any Guarantor, or any custodian, trustee, liquidator or other similar official acting in relation to the Company or such Guarantor, any amount paid by the Company or such Guarantor to the Trustee or such Holder of any Securities of a Guaranteed Series of Securities, the Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect. Each Guarantor further agrees that, as between it, on the one hand, and the Holders of the Securities of such series and the Trustee, on the other hand, (a) subject to this Article III, the Maturity of the obligations guaranteed hereby may be accelerated as provided in Article Five of the Base Indenture for the purposes of the Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby and (b) in the event of any acceleration of such obligations as provided in Article Five of the Base Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of such Guarantee.

(c) The Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation or reorganization, should the Company become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Company's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Securities of a Guaranteed Series of Securities are pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Securities of such series, whether as a "voidable preference," "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Securities of such series shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 3.02 Limitation of Guarantee. The obligations of each Guarantor are limited to the maximum amount as shall, after giving effect to all other contingent and fixed liabilities of such Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its Guarantee or pursuant to its contribution obligations under the Indenture, result in the obligations of such Guarantor under the Guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal or state law. Each Guarantor that makes a payment or distribution under a Guarantee shall be entitled to a contribution from each other Guarantor in a pro rata amount based on the net assets of each Guarantor, determined in accordance with GAAP.

Section 3.03 Waiver of Subrogation. Each Guarantor waives to the extent permitted by law any claim or other rights which it may now or hereafter acquire against the Company that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under the Indenture, including, without limitation, any right of subrogation, reimbursement, exoneration, indemnification, and any right to participate in any claim or remedy of any Holder of the Securities of a

Guaranteed Series of Securities against the Company, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law, including, without limitation, the right to take or receive from the Company, directly or indirectly, in cash or other property or by set-off or in any other manner, payment on account of such claim or other rights. If any amount shall be paid to any Guarantor in violation of the preceding sentence and the Securities of such series shall not have been paid in full, such amount shall have been deemed to have been paid to such Guarantor for the benefit of, and held in trust for the benefit of, the Holders of the Securities of such series, and shall forthwith be paid to the Trustee for the benefit of such Holders to be credited and applied upon the Securities of such series, whether matured or unmatured, in accordance with the terms of the Indenture. Each Guarantor acknowledges that it shall receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and that the waiver set forth in this Section 3.03 is knowingly made in contemplation of such benefits.

Section 3.04 Release of Guarantee.

(a) Any Guarantee shall be automatically and unconditionally released:

(i) with respect to a Guarantor, upon the sale or other disposition (including by way of consolidation or merger), in one transaction or a series of related transactions, of a majority of the total voting power of the capital stock or other interests of such Guarantor (other than to the Company or any Affiliate of the Company) or upon the sale or disposition of all or substantially all the property of such Guarantor (other than to any Affiliate of the Company other than another Guarantor);

(ii) with respect to a Guaranteed Series of Securities, the legal defeasance, covenant defeasance or satisfaction and discharge of the Indenture with respect to such Currently Outstanding Securities as provided in Article Four of the Base Indenture or such Currently Outstanding Securities ceasing to be Outstanding; or

(iii) with respect to a Guaranteed Series of Securities, as provided in a Board Resolution, supplemental indenture or Officer's Certificate establishing such release.

(b) The Company will give written notice as promptly as reasonably practicable to the Trustee of the automatic release of any Guarantee pursuant to this Section 3.04. At the Company's written request, the Trustee will execute and deliver any documents, instructions or instruments evidencing any such release.

**ARTICLE IV
ASSUMPTION**

Section 4.01 Assumption. Pursuant to, and in compliance and in accordance with, Section 801(1) of the Base Indenture, the Surviving Corporation hereby expressly assumes, effective upon the consummation of the Transaction, all of the Company Obligations.

**ARTICLE V
MISCELLANEOUS**

Section 5.01 Notices. Any notice or communication to the Guarantor shall be in writing (including facsimile, electronic and PDF transmission) and delivered in person or sent by first class mail or by facsimile, electronic or PDF transmission addressed as follows:

Advanced Micro Devices, Inc.
Attn: Harry A. Wolin, Senior Vice President, General Counsel & Corporate Secretary
2485 Augustine Drive
Santa Clara, California 95054
Phone: (408) 749-4000
Email: harry.wolin@amd.com

Section 5.02 No Recourse Against Others. No recourse under or upon any obligation, covenant or agreement contained in the Indenture or in any Security, or for any claim based thereon or otherwise in respect thereof, shall be had against any incorporator, shareholder, officer or director, as such, past, present or future, of the Parent Guarantor, either directly or through the Parent Guarantor, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that the Indenture and the obligations issued hereunder and thereunder are solely corporate obligations, and that no such personal liability whatever shall attach to, or is or shall be incurred by, the incorporators, shareholders, officers or directors, as such, of the Parent Guarantor, or any of them, because of the creation of the indebtedness hereby authorized, or under or by reason of the obligations, covenants or agreements contained in the Indenture or in any Security or implied therefrom; and that any and all such personal liability of every name and nature, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such incorporator, shareholder, officer or director, as such, because of the creation of the Indebtedness hereby authorized, or under or by reason of the obligations, covenants or agreements contained in this Indenture or in any Security or implied therefrom, are hereby expressly waived and released as a condition of, and as a consideration for, the Parent Guarantee.

Section 5.03 Certain Trustee Matters. The recitals contained herein shall be taken as the statements of the Company and the Parent Guarantor, and the Trustee makes no representation as to and assumes no responsibility for their correctness. The Trustee makes no representations as to and shall not be responsible for the validity or sufficiency of this Supplemental Indenture, the Merger Agreement, the Transaction, the Parent Guarantee or the proper authorization or the due execution hereof or thereof by the Company or the Parent Guarantor. Except as expressly set forth herein, nothing in this Supplemental Indenture shall alter the duties, rights, privileges, immunities or obligations of the Trustee set forth in the Base Indenture. In entering into this Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee, whether or not elsewhere herein so provided.

Section 5.04 Continued Effect. Except as expressly supplemented and amended by this Supplemental Indenture, the Base Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Indenture is in all respects hereby ratified and confirmed. This Supplemental Indenture and all its provisions shall be deemed a part of the Indenture in the manner and to the extent herein and therein provided.

Section 5.05 Governing Law. This Supplemental Indenture, the Currently Outstanding Securities and the Parent Guarantee shall be governed by and construed in accordance with the laws of the State of New York. This Supplemental Indenture and the Currently Outstanding Securities are subject to the provisions of the Trust Indenture Act that are required to be part of this Supplemental Indenture and the Currently Outstanding Securities and shall, to the extent applicable, be governed by such provisions.

Section 5.06 Counterparts. This instrument may be executed in any number of counterparts, each of which, when delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 5.07 Jury Trial Waiver. **EACH OF THE COMPANY, THE PARENT GUARANTOR AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and delivered, all as of the day and year first above written.

XILINX, INC.

By: /s/ Brice Hill
Name: Brice Hill
Title: Executive Vice President,
Chief Financial Officer

ADVANCED MICRO DEVICES, INC.

By: /s/ Devinder Kumar
Name: Devinder Kumar
Title: Executive Vice President,
Chief Financial Officer and
Treasurer

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION**, as
successor in interest to U.S. Bank National Association, as Trustee

By: /s/ David A. Jason
Name: David A. Jason
Title: Vice President

XILINX, INC.,
as Issuer,
ADVANCED MICRO DEVICES, INC.,
as Guarantor,
and
U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Successor in Interest to U.S. Bank National Association,
as Trustee
SECOND SUPPLEMENTAL INDENTURE
Dated as of February 14, 2022
to
INDENTURE

SECOND SUPPLEMENTAL INDENTURE, dated as of February 14, 2022 (this "Supplemental Indenture"), among Xilinx, Inc., a Delaware corporation (the "Company"), Advanced Micro Devices, Inc., a Delaware corporation (the "Parent Guarantor"), and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee").

RECITALS

WHEREAS, the Company and the Trustee have heretofore entered into an Indenture, dated as of May 19, 2020 (the "Base Indenture" and, as amended and supplemented from time to time, including without limitation pursuant to the First Supplemental Indenture, dated as of May 19, 2020, by and between the Company and the Trustee, and this Supplemental Indenture, the "Indenture");

WHEREAS, on the date hereof, pursuant to an Agreement and Plan of Merger, dated as of October 26, 2020 (the "Merger Agreement"), by among the Company, the Parent Guarantor and Thrones Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of the Parent Guarantor ("Merger Sub"), Merger Sub merged with and into the Company (together with the other transactions contemplated by the Merger Agreement, the "Transaction"), whereupon the separate existence of Merger Sub ceased and the Company continued as the surviving corporation and a wholly owned subsidiary of Parent Guarantor;

WHEREAS, Section 9.01 of the Base Indenture provides that the Company and the Trustee may amend or supplement the Base Indenture or the Securities of any series without the consent of any Holder to add Guarantees or security with respect to the Securities of any series;

WHEREAS, in connection with the Transaction, the Parent Guarantor desires to become a guarantor of, and provide a guarantee of, the currently outstanding \$750,000,000 aggregate principal amount of 2.375% Senior Notes due 2030 under the Indenture (collectively, the "Currently Outstanding Securities");

WHEREAS, the Trustee is the trustee of the Currently Outstanding Securities; and

WHEREAS, the boards of directors of each of the Company and the Parent Guarantor have approved and declared advisable this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parent Guarantor hereby guarantees the Company's obligations under the Currently Outstanding Securities as follows:

ARTICLE I RELATION TO INDENTURE; DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01 Relation to Indenture. With respect to the Currently Outstanding Securities, this Supplemental Indenture constitutes an integral part of the Indenture.

Section 1.02 Definitions. For all purposes of this Supplemental Indenture, capitalized terms used and not defined herein shall have the respective meanings ascribed to such terms in the Base Indenture and the following terms shall have the following meanings:

"Guarantee" means a guarantee of all or any part of any series of Securities pursuant to the terms set forth in any Board Resolution, supplemental indenture to the Indenture and/or Officer's Certificate.

"Guaranteed Series of Securities" means the Currently Outstanding Securities and any other series of Securities the obligations of the Company with respect to which are guaranteed by the Guarantor(s).

“Guarantor” means, with respect to a Guaranteed Series of Securities, the Parent Guarantor or any other Person that provides a Guarantee of such series under the Indenture; provided, however, that upon the release and discharge of any Person (including the Parent Guarantor) from its Guarantee with respect to a Guaranteed Series of Securities in accordance with the Indenture, such Person shall cease to be a Guarantor with respect to such Guaranteed Series of Securities.

Section 1.03 General References. All references in this Supplemental Indenture to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Supplemental Indenture; and the term “herein”, “hereof”, “hereunder” and any other word of similar import refers to this Supplemental Indenture.

ARTICLE II AGREEMENT TO GUARANTEE

Section 2.01 Agreement to Guarantee. The Parent Guarantor hereby agrees to provide a full and unconditional Guarantee of the Currently Outstanding Securities and thereby become the Guarantor of such Currently Outstanding Securities on the terms and subject to the conditions set forth herein (the “Parent Guarantee”).

Section 2.02 Benefits Acknowledged. The Parent Guarantor acknowledges that it shall receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and from the Parent Guarantee under this Supplemental Indenture.

Section 2.03 No Requirement to Endorse Notation of Guarantee. The Parent Guarantor hereby agrees that its execution and delivery of this Supplemental Indenture shall evidence the Parent Guarantee without the need for notation on any Currently Outstanding Securities.

ARTICLE III GUARANTEE

Section 3.01 Guarantee.

(a) Subject to the provisions of this Article III, each Guarantor in respect of any Securities of a Guaranteed Series of Securities hereby jointly and severally unconditionally guarantees (subject to Section 3.04), on a senior unsecured basis, to each Holder of a Security of such series authenticated and delivered by the Trustee and to the Trustee and its successors, irrespective of (i) the validity and enforceability of the Indenture, the Securities of such series or the obligations of the Company or any other Guarantors to the Holders of the Securities of such series or the Trustee hereunder or thereunder or (ii) the absence of any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or default of a Guarantor, that: (a) the principal of, premium, if any, interest and defaulted interest with respect to the Securities of such series shall be duly and punctually paid in full when due, whether at Maturity, by acceleration or otherwise, and interest on the overdue principal and (to the extent permitted by law) interest or defaulted interest with respect to the Securities of such series and all other obligations of the Company or any Guarantor to the Holders of the Securities of such series or the Trustee hereunder or thereunder and all other obligations under the Indenture with respect to the Securities of such series shall be promptly paid in full or performed, all in accordance with the terms of the Indenture and thereof and (b) in case of any extension of time of payment or renewal of any Securities of such series or any of such other obligations, the same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at the Stated Maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed, or failing performance of any other obligation of the Company to the Holders of the Securities of such series, for whatever reason, each Guarantor shall be obligated to pay, or to perform or cause the performance of, the same immediately. An Event of Default under the Indenture or the Securities of such series shall constitute an event of default under the Guarantee, and shall entitle the Holders of the Securities of such series or the Trustee to accelerate the obligations of the Guarantors of the Securities of such series hereunder in the same manner and to the same extent as the obligations of the Company.

(b) The Guarantor, by execution hereof, waives the benefit of diligence, presentment, demand for payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever and covenant that such Guarantee shall not be discharged except by complete performance of the obligations contained in the Indenture and such Guarantee. The Guarantee is a guarantee of payment and not of collection. If any Holder or the Trustee is required by any court or otherwise to return to the Company or to any Guarantor, or any custodian, trustee, liquidator or other similar official acting in relation to the Company or such Guarantor, any amount paid by the Company or such Guarantor to the Trustee or such Holder of any Securities of a Guaranteed Series of Securities, the Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect. Each Guarantor further agrees that, as between it, on the one hand, and the Holders of the Securities of such series and the Trustee, on the other hand, (a) subject to this Article III, the Maturity of the obligations guaranteed hereby may be accelerated as provided in Article Six of the Base Indenture for the purposes of the Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby and (b) in the event of any acceleration of such obligations as provided in Article Six of the Base Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of such Guarantee.

(c) The Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation or reorganization, should the Company become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Company's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Securities of a Guaranteed Series of Securities are pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Securities of such series, whether as a "voidable preference," "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Securities of such series shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 3.02 Limitation of Guarantee. The obligations of each Guarantor are limited to the maximum amount as shall, after giving effect to all other contingent and fixed liabilities of such Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its Guarantee or pursuant to its contribution obligations under the Indenture, result in the obligations of such Guarantor under the Guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal or state law. Each Guarantor that makes a payment or distribution under a Guarantee shall be entitled to a contribution from each other Guarantor in a pro rata amount based on the net assets of each Guarantor, determined in accordance with GAAP.

Section 3.03 Waiver of Subrogation. Each Guarantor waives to the extent permitted by law any claim or other rights which it may now or hereafter acquire against the Company that arise from the existence, payment, performance or enforcement of such Guarantor's obligations under the Indenture, including, without limitation, any right of subrogation, reimbursement, exoneration, indemnification, and any right to participate in any claim or remedy of any Holder of the Securities of a Guaranteed Series of Securities against the Company, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law, including, without limitation, the right to take or receive from the Company, directly or indirectly, in cash or other property or by set-off or in any other manner, payment on account of such claim or other rights. If any amount shall be paid to any Guarantor in violation of the preceding sentence and the Securities of such series shall not have been paid in full, such amount shall have been deemed to have been paid to such Guarantor for the benefit of, and held in trust for the benefit of, the Holders of the Securities of such series, and shall forthwith be paid to the Trustee for the benefit of such Holders to be credited and applied upon the Securities of such series, whether matured or unmatured, in accordance with the terms of the Indenture. Each Guarantor acknowledges that it shall receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and that the waiver set forth in this Section 3.03 is knowingly made in contemplation of such benefits.

Section 3.04 Release of Guarantee.

(a) Any Guarantee shall be automatically and unconditionally released:

(i) with respect to a Guarantor, upon the sale or other disposition (including by way of consolidation or merger), in one transaction or a series of related transactions, of a majority of the total voting power of the capital stock or other interests of such Guarantor (other than to the Company or any Affiliate of the Company) or upon the sale or disposition of all or substantially all the property of such Guarantor (other than to any Affiliate of the Company other than another Guarantor);

(ii) with respect to a Guaranteed Series of Securities, the legal defeasance, covenant defeasance or satisfaction and discharge of the Indenture with respect to such Currently Outstanding Securities as provided in Article Eight of the Base Indenture or such Currently Outstanding Securities ceasing to be outstanding; or

(iii) with respect to a Guaranteed Series of Securities, as provided in a Board Resolution, supplemental indenture or Officer's Certificate establishing such release.

(b) The Company will give written notice as promptly as reasonably practicable to the Trustee of the automatic release of any Guarantee pursuant to this Section 3.04. At the Company's written request, the Trustee will execute and deliver any documents, instructions or instruments evidencing any such release.

**ARTICLE IV
MISCELLANEOUS**

Section 4.01 Notices. Any notice or communication to the Guarantor shall be in writing (including facsimile, electronic and PDF transmission) and delivered in person or sent by first class mail or by facsimile, electronic or PDF transmission (or, in the case of any Global Securities, electronically through the customary procedures of the Depository) addressed as follows:

Advanced Micro Devices, Inc.
Attn: Harry A. Wolin, Senior Vice President, General Counsel & Corporate Secretary
2485 Augustine Drive
Santa Clara, California 95054
Phone: (408) 749-4000
Email: harry.wolin@amd.com

Section 4.02 No Recourse Against Others. No shareholder, partner, manager, member, director, officer, employee, agent or incorporator, as such, of the Parent Guarantor shall have any liability for any obligations of the Parent Guarantor under the Securities or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. This waiver and release shall be part of the consideration for the Parent Guarantee.

Section 4.03 Certain Trustee Matters. The recitals contained herein shall be taken as the statements of the Company and the Parent Guarantor, and the Trustee makes no representation as to and assumes no responsibility for their correctness. The Trustee makes no representations as to and shall not be responsible for the validity or sufficiency of this Supplemental Indenture, the Merger Agreement, the Transaction, the Parent Guarantee or the proper authorization or the due execution hereof or thereof by the Company or the Parent Guarantor. Except as expressly set forth herein, nothing in this Supplemental Indenture shall alter the duties, rights, privileges, immunities or obligations of the Trustee set forth in the Base Indenture. In entering into this Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee, whether or not elsewhere herein so provided.

Section 4.04 Continued Effect. Except as expressly supplemented and amended by this Supplemental Indenture, the Base Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Indenture is in all respects hereby ratified and confirmed. This Supplemental Indenture and all its provisions shall be deemed a part of the Indenture in the manner and to the extent herein and therein provided.

Section 4.05 Governing Law. This Supplemental Indenture, the Currently Outstanding Securities and the Parent Guarantee shall be governed by and construed in accordance with the laws of the State of New York. This Supplemental Indenture and the Currently Outstanding Securities are subject to the provisions of the Trust Indenture Act that are required to be part of this Supplemental Indenture and the Currently Outstanding Securities and shall, to the extent applicable, be governed by such provisions.

Section 4.06 Counterparts. This instrument may be executed in any number of counterparts, each of which, when delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 4.07 Jury Trial Waiver. **EACH OF THE COMPANY, THE PARENT GUARANTOR AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and delivered, all as of the day and year first above written.

XILINX, INC.

By: /s/ Brice Hill
Name: Brice Hill
Title: Executive Vice President,
Chief Financial Officer

ADVANCED MICRO DEVICES, INC.

By: /s/ Devinder Kumar
Name: Devinder Kumar
Title: Executive Vice President,
Chief Financial Officer and
Treasurer

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION**, as
successor in interest to U.S. Bank National Association, as Trustee

By: /s/ David A. Jason
Name: David A. Jason
Title: Vice President



NEWS RELEASE

Contact:
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Laura Graves
AMD Investor Relations
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AMD Completes Acquisition of Xilinx

— Transaction creates high-performance and adaptive computing leader —

— AMD to offer industry's strongest portfolio of leadership CPUs, GPUs, FPGAs and Adaptive SoCs to address approximately \$135 billion market opportunity —

SANTA CLARA, Calif. — Feb. 14, 2022 — AMD (NASDAQ: AMD) today announced the completion of its acquisition of Xilinx in an all-stock transaction. The acquisition, originally announced on October 27, 2020, creates the industry's high-performance and adaptive computing leader with significantly expanded scale and the strongest portfolio of leadership computing, graphics and adaptive SoC products. AMD expects the acquisition to be accretive to non-GAAP margins, non-GAAP EPS and free cash flow generation in the first year.

"The acquisition of Xilinx brings together a highly complementary set of products, customers and markets combined with differentiated IP and world-class talent to create the industry's high-performance and adaptive computing leader," said AMD President and CEO Dr. Lisa Su. "Xilinx offers industry-leading FPGAs, adaptive SoCs, AI engines and software expertise that enable AMD to offer the strongest portfolio of high-performance and adaptive computing solutions in the industry and capture a larger share of the approximately \$135 billion market opportunity we see across cloud, edge and intelligent devices."

Former Xilinx CEO Victor Peng will join AMD as president of the newly formed Adaptive and Embedded Computing Group (AECG). AECG remains focused on driving leadership FPGA, Adaptive SoC and software roadmaps, now with the additional scale of the combined company and the ability to offer an expanded set of solutions including AMD CPUs and GPUs.

“The rapid expansion of connected devices and data-intensive applications with embedded AI are driving the growing demand for highly efficient and adaptive high-performance computing solutions,” said Victor Peng. “Bringing AMD and Xilinx together will accelerate our ability to define this new era of computing by providing the most comprehensive portfolio of adaptive computing platforms capable of powering a wide range of intelligent applications.”

Upon close, Xilinx stockholders received 1.7234 shares of AMD common stock and cash in lieu of any fractional shares of AMD common stock for each share of Xilinx common stock. Xilinx common stock will no longer be listed for trading on the NASDAQ stock market.

Transaction Website

For more information about the transaction, investors are encouraged to visit the [AMD/Xilinx Acquisition web page](#).

About AMD

For more than 50 years AMD has driven innovation in high-performance computing, graphics and visualization technologies. Billions of people, leading Fortune 500 businesses and cutting-edge scientific research institutions around the world rely on AMD technology daily to improve how they live, work and play. AMD employees are focused on building leadership high-performance and adaptive products that push the boundaries of what is possible. For more information about how AMD is enabling today and inspiring tomorrow, visit the AMD (NASDAQ: AMD) [website](#), [blog](#), [Facebook](#) and [Twitter](#) pages.

CAUTIONARY STATEMENT

The statements in this press release include forward-looking statements concerning AMD, Xilinx, the transaction and other matters. Forward-looking statements may discuss goals, intentions and expectations as to future plans, trends, events, results of operations or financial condition, or otherwise, based on current beliefs and involve numerous risks and uncertainties that could cause actual results to differ materially from expectations. Forward-looking statements speak only as of the date they are made or as of the dates indicated in the statements and should not be relied upon as predictions of future events, as there can be no assurance that the events or circumstances reflected in these statements will be achieved or will occur. Forward-looking statements can often, but not always, be identified by the use of forward-looking terminology including “believes,” “expects,” “may,” “will,” “should,” “seeks,” “intends,” “plans,” “pro forma,” “estimates,” “anticipates,” “designed,” or the negative of these words and phrases, other variations of these words and phrases or comparable terminology. The forward-looking statements in this press release relate to, among other things, the integration of the businesses and the expected benefits, cost savings, accretion, synergies and growth to result therefrom including that, AMD expects the acquisition to be accretive to non-GAAP margins, non-GAAP EPS and free cash flow generation in the first year. These forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from those contemplated by the statements. These risks include, among other things: negative effects of the announcement of the transaction; risks that the businesses will not be integrated successfully or that the combined company will not realize expected benefits, cost savings, accretion, synergies and/or growth, or that such benefits may take longer to realize than expected; risks relating to

unanticipated costs of integration; significant transaction and/or integration costs, or difficulties in connection with the transaction and/or unknown or inestimable liabilities; potential litigation associated with the transaction; the potential impact of the or consummation of the transaction on AMD's or the combined company's relationships with suppliers, customers, employers and regulators; and demand for the combined company's products. For a discussion of factors that could cause actual results to differ materially from those contemplated by forward-looking statements, see the section captioned "Risk Factors" in AMD's Annual Report on Form 10-K for the fiscal year ended December 25, 2021 and AMD's other filings with the SEC. While the list of factors presented here is considered representative, no such list should be considered to be a complete statement of all potential risks and uncertainties. Unlisted factors may present significant additional obstacles to the realization of forward looking statements. Many of these risks and uncertainties may be exacerbated by the COVID-19 pandemic and any worsening of the global business and economic environment as a result. AMD does not assume, and hereby disclaims, any obligation to update forward-looking statements, except as may be required by law.



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AMD Board of Directors Announces New Appointments

— President and CEO Dr. Lisa Su appointed chair; John Caldwell appointed lead independent director; Xilinx Directors Jon Olson and Elizabeth Vanderslice join AMD board —

SANTA CLARA, Calif., — Feb. 14, 2022 — [AMD](#) (NASDAQ: AMD) today announced that the AMD board has elected President and CEO [Dr. Lisa Su](#) as the chair of the board and John E. Caldwell as lead independent director. Caldwell joined the AMD board in 2006 and has served as chair since May 2016. AMD also announced that former Xilinx board members Jon Olson and Elizabeth Vanderslice have joined the AMD board in conjunction with the close of AMD's acquisition of Xilinx.

"Under Lisa's leadership, AMD has successfully executed a multi-year strategy that has significantly re-shaped the company's product portfolio and customer set and delivered industry-leading growth," said Caldwell. "As CEO and chair, Lisa will now have an ability to drive an even sharper focus for AMD and create greater shareholder value. I am also excited to welcome Jon and Elizabeth to the board as a part of the successful completion of the Xilinx acquisition. Their depth of industry knowledge and expertise are valuable additions to the board that will help AMD continue its strong growth."

"I'm honored to be named board chair and continue the work to make AMD the industry's high-performance and adaptive computing leader," said Dr. Su. "On behalf of the entire board of directors, I would like to thank John for his outstanding leadership as board chair over the past six years and for his continued contributions moving forward."

Olson has more than 30 years of experience in senior roles of financial responsibility at multiple semiconductor companies. He joined the Xilinx board in May 2020 after previously serving as Xilinx chief financial officer from June 2005 until his retirement in July 2016. Olson also currently serves on the boards of Kulicke & Soffa, a supplier of semiconductor and electronic assembly solutions, and Rocket Lab USA, Inc., a provider of launch and space systems.

Vanderslice has extensive technology, banking and management experience and joined the Xilinx board in December 2000. She has served as a partner at Trewstar Corporate Board Services since 2019 and was previously general manager of Lycos, Inc. through its acquisition. From 1996 to 1999, Vanderslice was CEO of Wired Digital, Inc., the online-media division of Wired Ventures, Inc., and a member of the boards of both Wired Digital, Inc. and Wired Ventures, Inc. She also serves as a Trustee of Boston College.

About AMD

For more than 50 years AMD has driven innovation in high-performance computing, graphics and visualization technologies. Billions of people, leading Fortune 500 businesses and cutting-edge scientific research institutions around the world rely on AMD technology daily to improve how they live, work and play. AMD employees are focused on building leadership high-performance and adaptive products that push the boundaries of what is possible. For more information about how AMD is enabling today and inspiring tomorrow, visit the AMD (NASDAQ: AMD) [website](#), [blog](#), [Facebook](#) and [Twitter](#) pages.