IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

DELORES JOYCE, on Behalf of Herself and All Others Similarly Situated, Plaintiff, v. HITTITE MICROWAVE CORPORATION, GREGORY R. BEECHER, ERNEST L. GODSHALK, FRANKLIN WEIGOLD, RICK D. HESS, ADRIENNE M. MARKHAM, BRIAN P. MCALOON, STEVE SANGHI, ANALOG DEVICES, INC., and BBAC CORP., Defendants.	C.A. No. 9758-VCP

NOTICE OF PENDENCY OF CLASS ACTION, STIPULATION OF SETTLEMENT, SETTLEMENT HEARING, AND RIGHT TO APPEAR

TO: **ALL PERSONS AND ENTITIES WHO HELD SHARES OF COMMON STOCK OF HITTITE MICROWAVE CORPORATION ("HITTITE" OR THE "COMPANY"), EITHER OF RECORD OR BENEFICIALLY, AT ANY POINT FROM AND INCLUDING JUNE 9, 2014 THROUGH AND INCLUDING JULY 22, 2014, THE DATE OF THE CONSUMMATION OF THE MERGER (AS DEFINED HEREIN), TOGETHER WITH THEIR PREDECESSORS AND SUCCESSORS AND ASSIGNS, REPRESENTATIVES, TRUSTEES, EXECUTORS, ADMINISTRATORS, HEIRS, OR TRANSFEREES, IMMEDIATE AND REMOTE, AND ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF, OR CLAIMING UNDER ANY OF THEM, AND EACH OF THEM.**

PLEASE READ ALL OF THIS NOTICE CAREFULLY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF THE LITIGATION REFERRED TO IN THE CAPTION AND CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS. IF THE COURT APPROVES THE PROPOSED SETTLEMENT DESCRIBED BELOW, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE PROPOSED SETTLEMENT, OR PURSUING THE RELEASED CLAIMS (AS DEFINED HEREIN) AGAINST THE RELEASED PARTIES (AS DEFINED HEREIN).

SPECIAL NOTICE TO BROKERS, BANKS AND OTHER NOMINEES:

BROKERAGE FIRMS, BANKS AND OTHER PERSONS OR ENTITIES, WHO WERE RECORD OWNERS OF HITTITE COMMON STOCK, BUT NOT BENEFICIAL OWNERS, ARE REQUESTED TO SEND THIS NOTICE PROMPTLY TO BENEFICIAL OWNERS. ADDITIONAL COPIES FOR TRANSMITTAL TO BENEFICIAL OWNERS ARE AVAILABLE ON REQUEST DIRECTED TO:

HITTITE MICROWAVE CORP. MERGER LITIGATION
NOTICE ADMINISTRATOR
C/O GILARDI & CO. LLC
P.O. BOX 990
CORTE MADERA, CA 94976-0990

PURPOSE OF NOTICE

The purpose of this Notice is to inform you of the proposed settlement (the "Settlement")[1] of the above-captioned lawsuit (the "Action") pending in the Court of Chancery of the State of Delaware (the "Court"). This Notice also informs you of the Court's preliminary certification of a Class (the "Class," as

[1] The capitalized terms and words employed herein shall have the same meaning as they have in the Stipulation of Settlement, dated October 10, 2014 (the "Stipulation") (certain of which are repeated herein for ease of reference only).

defined below) for purposes of the Settlement, and notifies you of your right to participate in a hearing to be held on February 26, 2015, at 10:00 a.m., before the Court in the New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801 (the "Settlement Hearing"). The purposes of the Settlement Hearing are: (a) to determine whether the Court should approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; (b) to determine whether Plaintiff Delores Joyce ("Plaintiff") and Plaintiff's Counsel (defined below) have adequately represented the interests of the Class in the Action; (c) determine whether the Court should enter the Final Order and Judgment as provided in the Stipulation, dismissing with prejudice the claims asserted in the Action and releasing the Released Claims against the Released Parties; (d) to consider the application of Plaintiff's Counsel for an award of attorneys' fees and expenses to be paid by Hittite, its insurers or its successors; and (e) to consider other matters as the Court may deem appropriate.

The Court has determined for purposes of this Settlement only that the Action shall be preliminarily maintained as a non-opt-out class action under Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), by Plaintiff as Class Representative, on behalf of a Class (the "Class" and each a "Class Member") consisting of:

> All holders, either of record or beneficially, of common stock of Hittite (excluding Defendants in the Action, their immediate families, any entity in which a Defendant has or had a controlling interest, Defendants' parent entities and subsidiaries, and any heirs, successors or assigns of such excluded persons) from and including June 9, 2014 through and including July 22, 2014, the date of the closing of the Merger, together with their predecessors and successors and assigns, representatives, trustees, executors, administrators, heirs, or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under any of them, and each of them.

At the Settlement Hearing, among other things, the Court will consider whether the Class should be finally certified under Court of Chancery Rule 23 and whether Plaintiff and Plaintiff's Counsel have adequately represented the Class. This Notice describes the rights you may have under the Settlement and what steps you may, but are not required to, take in relation to the Settlement. If the Court approves the Settlement, the parties to the Action will ask the Court at the Settlement Hearing, among other things, to enter an Order dismissing all claims asserted in the Action with prejudice on the merits. If you are a Class Member, you will be bound by any judgment entered in the Action whether or not you actually receive this Notice. You may not opt out of the Class.

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. IT IS BASED ON ALLEGATIONS OR STATEMENTS OF ONE OR MORE OF THE PARTIES AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES. THIS NOTICE IS SENT FOR THE SOLE PURPOSE OF INFORMING YOU OF THE EXISTENCE OF THIS ACTION AND OF A HEARING ON A PROPOSED SETTLEMENT SO THAT YOU MAY MAKE APPROPRIATE DECISIONS AS TO STEPS YOU MAY WISH TO TAKE IN RELATION TO THIS LITIGATION.

BACKGROUND OF THE ACTION

A. On June 9, 2014, Hittite, Analog Devices, Inc. ("Analog Devices"), and Analog Devices' wholly owned subsidiary, BBAC Corp. ("BBAC"), announced that they had entered into an Agreement and Plan of Merger, dated as of June 9, 2014 (the "Merger Agreement"), pursuant to which the BBAC would commence a cash tender offer (the "Tender Offer") to purchase all of the outstanding shares of common stock of Hittite, par value $0.01 per share, at a price of $78.00 per share, net to the seller in cash, without interest (such amount, the "Offer Price") and that following the consummation of the Tender Offer, BBAC would merge with and into Hittite (the "Merger") with Hittite surviving the Merger as a wholly owned subsidiary of Analog Devices and all shares of Hittite common stock not acquired in the Tender Offer (other than shares held by holders who have properly exercised their appraisal rights under Section 262 of the Delaware General Corporation Law) would be converted into the right to receive the Offer Price.

B. On June 12, 2014, Plaintiff Delores Joyce ("Plaintiff"), individually and on behalf of all others similarly situated, filed a Verified Class Action Complaint in a case captioned *Joyce v. Hittite Microwave Corporation, et al.*, Civil Action No. 9758-VCP (the "Action"), in the Court of Chancery of the State of

Delaware, against Hittite, the members of its Board of Directors, Gregory R. Beecher, Ernest L. Godshalk, Franklin Weigold, Rick D. Hess, Adrienne M. Markham, Brian P. McAloon and Steve Sanghi (collectively, the "Individual Director Defendants" and collectively with Hittite, the "Hittite Defendants"), Analog Devices and BBAC (collectively, the "Analog Defendants" and collectively with the Hittite Defendants, the "Defendants" and collectively with Plaintiff, the "Parties") alleging breach of fiduciary duties by the Individual Director Defendants and aiding and abetting the alleged breaches of fiduciary duties by Hittite, and the Analog Defendants and seeking, among other things, to enjoin the completion of the Tender Offer.

C. On or around June 17, 2014, Plaintiff served Defendants with Requests for Production.

D. On June 23, 2014, Hittite filed a Schedule 14D-9 Solicitation/Recommendation Statement ("Schedule 14D-9") with the U.S. Securities and Exchange Commission ("SEC"), through which the members of Hittite's Board of Directors (the "Hittite Board") unanimously recommended that Hittite's stockholders tender their shares pursuant to the Tender Offer.

E. On June 26, 2014, Plaintiff filed a Verified Amended Class Action Complaint, in which she alleged, among other things, that the Schedule 14D-9 was deficient and failed to provide certain material information needed for Hittite stockholders to make an informed decision as to whether to tender their shares pursuant to the Tender Offer.

F. On June 26, 2014, Plaintiff served Defendants with a letter request for certain document discovery and the depositions of two individual Defendants and non-party deposition of a representative from Deutsche Bank knowledgeable about the Proposed Transaction in preparation for the filing of a motion to enjoin the Proposed Transaction.

G. Between June 30, 2014 and July 3, 2014, counsel for Defendants ("Defendants' Counsel") and counsel for Plaintiff ("Plaintiff's Counsel") exchanged drafts and negotiated the terms of a Proposed Stipulated Scheduling Order ("Scheduling Order"), reflecting discovery production, deposition and briefing schedule, leading up to a preliminary injunction hearing as well as the terms of a Stipulation and Proposed Order Governing the Production and Exchange of Confidential and Highly Confidential Information.

H. On July 1, 2014, service of process was effectuated when Defendants accepted service of process.

I. Defendants' Counsel and Plaintiff's Counsel subsequently negotiated and reached agreement on the scope of expedited discovery. Beginning on July 1, 2014, and continuing thereafter, Defendants began a production of approximately 2,900 pages of documents, including: (i) bankers' books (ii) minutes of the meetings of the Hittite Board from the previous two years; (iii) presentations made by management to the Hittite Board or any potential acquirers regarding Hittite, its valuation, strategic alternatives, etc.; (iv) valuations and long- and short-term financial forecasts and projections of Hittite that were presented to the Hittite Board or any potential acquirers in connection with the Analog Devices proposal to acquire Hittite and the Hittite Board's subsequent consideration of its strategic alternatives; (v) Deutsche Bank engagement letters or services agreements with both Hittite and Analog; (vi) indications of interest, offers, or proposals in connection with a strategic transaction; (vii) final and draft copies of the merger agreement as shared by counsel for Hittite and Analog; (viii) confidentiality, standstill, voting and employment agreements entered into or contemplated by Hittite with Analog or any other potential acquirer or strategic partner in connection with a potential sale or merger of Hittite; (ix) the employment agreements of Rick D. Hess, Hittite's President, Chief Executive Officer, and Director ("Hess"), and certain Hittite executives' change in control agreements; and (x) emails from Hess relating to or concerning any discussions of and/or actual or proposed offers of employment to Hess by Analog.

J. On July 4, 2014, after reviewing the aforementioned discovery in consultation with a financial expert, Plaintiff delivered to Defendants a formal demand letter (the "Demand Letter").

K. Subsequent to the delivery of the Demand Letter, the Parties engaged in arm's length discussions and good faith negotiations regarding a potential resolution of all claims that were or could have been asserted in the Action and Plaintiff's demands that Hittite stockholders be provided with additional disclosures that Plaintiff claims were necessary for Hittite's stockholders to make an informed decision as to whether to tender their shares pursuant to the Tender Offer.

L. On July 8, 2014, Defendants' Counsel provided Plaintiff's Counsel with proposed additional disclosures Defendants were willing to make in order to settle this Action. Plaintiff's Counsel reviewed Defendants' Counsel's proposal and continued to demand that Defendants provide additional disclosures

that Plaintiff claims were necessary for Hittite's stockholders to make an informed decision as to whether to tender their shares pursuant to the Tender Offer.

M. On July 9, 2014, Defendants' Counsel provided Plaintiff's Counsel with further revised proposed additional disclosures Defendants were willing to make in order to settle this Action.

N. Counsel for Plaintiff subsequently reviewed the proposed particularized supplemental disclosures in consultation with its financial expert regarding a potential resolution of the claims asserted in the Action and the Parties reached agreement regarding the supplemental disclosures that Hittite would make to resolve the litigation (the "Supplemental Disclosures") subject to the execution of an MOU by the parties.

O. On July 9, 2014, Plaintiff's Counsel conducted the deposition of Defendant Hess.

P. On July 10, 2014, the Parties entered into a Memorandum of Understanding (the "MOU") memorializing their agreement-in-principle for the settlement of the Action. The Supplemental Disclosures were included in the MOU and are attached hereto at Exhibit A. The MOU recited that, without admitting any wrongdoing, Defendants acknowledged that the filing and prosecution of the Action and discussions with Plaintiff's Counsel were the cause of the decision to file the Supplemental Disclosures. The MOU also recited Plaintiff's position that the Schedule 14D-9, when supplemented by the Supplemental Disclosures, permitted Hittite's stockholders to make a fully informed decision with respect to whether or not to tender their shares in connection with the Tender Offer.

Q. On July 11, 2014, Hittite filed with the SEC an amendment to the Schedule 14D-9 containing the agreed-upon Supplemental Disclosures.

R. On July 21, 2014, the Tender Offer expired and on July 22, 2014, pursuant to the terms of the Merger Agreement and in accordance with Section 251(h) of the Delaware General Corporation Law, BBAC was merged with and into Hittite, with Hittite being the surviving corporation and a wholly owned subsidiary of Analog Devices.

S. On July 28, 2014, Plaintiff's Counsel conducted the telephonic deposition of David Locala, Managing Director and Co-Head of the Technology M&A Group at Deutsche Bank, Hittite's financial advisor.

T. On October 10, 2014, the Parties entered into the Stipulation of Settlement counsel for the parties filed an executed copy of the Stipulation with the Court.

U. On October 28, 2014, the Court granted preliminary approval of the Settlement and directed the Parties to give the Class Members notice of the proposed Settlement.

SETTLEMENT CONSIDERATION

In consideration for the Settlement and dismissal with prejudice of the Action, and the releases provided herein, Hittite included the Supplemental Disclosures in an amendment to the previously-filed Schedule 14D-9 that Hittite filed with the Securities and Exchange Commission ("SEC") on July 11, 2014 containing the agreed-upon Supplemental Disclosures. A copy of the Supplemental Disclosures is attached hereto as Exhibit A. Without admitting any wrongdoing, Defendants acknowledged that the filing and prosecution of the Action and discussions with Plaintiff's Counsel were the cause of the decision to file the Supplemental Disclosures. Plaintiff and Plaintiff's Counsel agree that the Schedule 14D-9 public disclosures, when supplemented by the Supplemental Disclosures, permitted Hittite's stockholders to make a fully informed decision with respect to whether or not to tender their shares in connection with the Tender Offer.

RELEASE OF CLAIMS

The Stipulation provides, among other things, that if the Settlement is approved, the Released Claims (defined below) shall be dismissed with prejudice on the merits and without costs.

The Stipulation also provides that, if the Settlement is approved, Plaintiff and all members of the Class, and their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under any of them, and each of them, by operation of the Final Order and Judgment shall release and forever discharge all the Released Claims as against all Released Parties (defined below).

The Stipulation also provides that, if the Settlement is approved, the Released Parties shall be deemed to be fully and finally released and forever discharged from all of the Released Claims.

The Stipulation also provides that, if the Settlement is approved, Plaintiff and all members of the Class, and their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under any of them, and each of them, will be forever barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any action asserting any claims against any of the Released Parties.

As provided in the Stipulation, "Released Claims" means any and all manner of claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters and issues known or unknown, asserted or unasserted, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, including Unknown Claims (as defined below) that have been, could have been, or in the future can or might be asserted in any court, tribunal or proceeding (including but not limited to any claims arising under federal, state, foreign or common law, including any state disclosure law and federal securities laws (including, but not limited to, any claims under the federal securities laws within the exclusive jurisdiction of the federal courts)), by or on behalf of Plaintiff or any member of the Class, whether individual, direct, class, derivative, representative, legal, equitable, or any other type or in any other capacity (collectively, the "Releasing Persons") against any Defendant and/or any of their respective families, parent entities, controlling persons, associates, predecessors, successors, affiliates or subsidiaries, and each and all of their respective past or present officers, directors, stockholders, principals, representatives, employees, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, entities providing fairness opinions, underwriters, brokers, dealers, insurers, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, managers, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors and assigns which have arisen, could have arisen, arise now or hereafter may arise out of or relate in any manner to the acts, failures to act, events, facts, matters, transactions, occurrences, statements, representations, misrepresentations or omissions or any other matter whatsoever set forth in or otherwise related, directly or indirectly, to (i) the allegations that were asserted or could have been asserted in the Action, (ii) the Tender Offer or any deliberations or negotiations in connection therewith or in connection with any other strategic alternative or alternative transaction, (iii) the consideration to be provided pursuant to the terms of the Tender Offer or Merger Agreement, (iv) the Merger Agreement (and the transactions and governance arrangements and employment arrangements contemplated therein or in connection therewith and/or any amendments or revisions thereto), (v) any fiduciary obligations of the Released Parties (as defined below) in connection with the Tender Offer, Merger Agreement or any alternatives thereto, (vi) other than as provided in this Stipulation, the fees, expenses, or costs incurred in prosecuting, defending, or settling the Action, or (vii) any disclosures or alleged omissions made in connection with the Tender Offer or the merger contemplated by the Merger Agreement, including any disclosures in or claimed omissions in the Schedule 14D-9; provided, however, that the Released Claims shall not include any claims to enforce the terms of the Settlement as set forth in this Stipulation and any claims properly asserted by any Hittite stockholder for appraisal under Section 262 of the Delaware General Corporation Law.

As provided in the Stipulation, "Released Parties" means any and all Defendants in the Action and/or any of their respective families, parent entities, controlling persons, associates, predecessors, successors, affiliates or subsidiaries, and each and all of their respective past or present officers, directors, stockholders, principals, representatives, employees, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, entities providing fairness opinions, underwriters, brokers, dealers, insurers, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, managers, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors and assigns.

With respect to any of the Released Claims, the Parties stipulate and agree that upon Final Approval of the Settlement, Plaintiff shall expressly, and each member of the Class shall be deemed to have, and by operation of the Final Order and Judgment by the Court shall have, expressly waived, relinquished and released any and all provisions, rights and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law, which is similar, comparable or equivalent to Cal. Civ. Code § 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Plaintiff, for herself and on behalf of the Class, and, derivatively, the Company and/or its stockholders, acknowledges that members of the Class and/or other Company stockholders may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is her intention, as Plaintiff and on behalf of the Class, and, derivatively, the Company and/or its stockholders, to fully, finally and forever settle and release any and all claims released hereby known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery or existence of such additional or different facts.

The Stipulation further provides that Final Approval of the Settlement shall also result in Defendants fully and forever releasing Plaintiff, each Class member, and Plaintiff's Counsel, from all claims arising out of the institution, prosecution, settlement, or resolution of the Action (the "Claims Released Against Plaintiff"); provided, however, that the Defendants and Released Parties shall retain the right to enforce the terms of the Settlement as set forth in this Stipulation. Upon Final Approval of the Settlement, Defendants shall be forever and fully barred from asserting the Claims Released Against Plaintiff in any court or other venue in any manner whatsoever.

REASONS FOR THE SETTLEMENT

Plaintiff and her counsel believe that the claims Plaintiff has asserted have legal merit, although they recognize that there are legal and factual defenses to the claims asserted in the Action that Defendants have raised and might have raised throughout the pendency of the Action. In evaluating the Settlement, Plaintiff and her counsel have considered: (i) the benefits to the members of the Class from the Settlement; (ii) the facts developed during discovery; (iii) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (iv) the probability of success on the merits and the allegations contained in the Action, including the uncertainty relating to the proof of those allegations; (v) the desirability of permitting the Settlement to be consummated as provided by the terms of the Stipulation; and (vi) the conclusion of Plaintiff's Counsel that the terms and conditions of the Settlement are fair, reasonable and adequate.

Defendants have denied, and continue to deny, that they have committed or aided and abetted in the commission of any violation of law of any kind or engaged in any of the wrongful acts alleged in the Action. The Hittite Defendants expressly maintain that they have diligently and scrupulously complied with their fiduciary and other legal duties, and Analog and BBAC deny that they had or breached any legal duties to Plaintiff and the Class. Hittite, Analog and BBAC further have denied and continue to deny that they have aided and abetted any violation of law of any kind or engaged in any of the wrongful acts attributed to them in the Action. The Defendants specifically have denied and continue to deny that the Supplemental Disclosures were required under any applicable rule, statute, regulation, or law. Defendants are entering into this Stipulation solely to eliminate the burden and expense of further litigation.

PLAINTIFF'S ATTORNEYS' FEES AND EXPENSES

Plaintiff's Counsel in the Action has a claim for reasonable attorneys' fees and reimbursement of expenses based upon their time and effort in investigating the facts, litigating the case, negotiating and administering the Settlement, and achieving whatever benefits the Settlement provides to the Class. Plaintiff's Counsel have neither received any payment for their services in conducting the Action on behalf of Plaintiff and the Class, nor have Plaintiff's Counsel been reimbursed for their out-of-pocket expenses incurred to date.

Plaintiff's Counsel will petition the Court for an award of reasonable attorneys' fees and reimbursement of the costs and expenses up to $1,000,000 to be paid by Hittite (or its successor-in-interest or insurer(s)). Defendants reserve the right to oppose the amount of any application to the Court by the Plaintiff's Counsel for an award of fees and expenses. It is within the Court's discretion to determine whether any amount requested, or a smaller amount, is reasonable and should be awarded. The Court will enter an award in an amount, if any, that it deems reasonable and appropriate under the circumstances. The Parties have agreed that any attorney's fees and expenses awarded to Plaintiff's Counsel will be paid by Hittite (or its successor(s) in interest or its insurers, if applicable) on behalf of Defendants. Neither you nor any other Class Member is or will be personally liable for the payment of any fees and/or reimbursement of expenses awarded by the Court to Plaintiff's Counsel. Any attorneys' fees and expense award will *not* reduce the amounts payable to stockholders in the Tender Offer or Merger.

The Fee Application shall be Plaintiff's and Plaintiff's Counsel's sole application for an award of fees or expenses in connection with any litigation concerning the Tender Offer, the Merger Agreement or the Merger.

If the Court grants the Fee Application, Hittite (or its insurers and/or Hittite's successor in interest) shall pay the fees and expenses award to Plaintiff's Counsel in the Action within ten (10) calendar days after the Court's entry of an order awarding such attorneys' fees and expenses subject to the obligation of Plaintiff's counsel to refund up to the full amount of fees and expenses if the Fee and Expense Order is reversed or modified, but only to the extent required by such reversal or modification. Except as provided herein, the Released Parties shall bear no other expenses, costs, damages, or fees alleged or incurred by the Plaintiff, by any member of the Class, or by any of their attorneys, experts, advisors, agents or representatives.

CLASS ACTION DETERMINATION

For purposes of this Settlement, the Court has ordered that the Action shall be preliminarily maintained as a non-opt out class action under Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), on behalf of the Class (as defined above).

SETTLEMENT HEARING

The Court has scheduled a Settlement Hearing, which will be held on February 26, 2015, at 10:00 a.m. (the "Settlement Hearing Date"), in the New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801 to: (a) determine whether the preliminary class certification discussed above shall be made final; (b) determine whether the Settlement, on the terms and conditions provided for in the Stipulation, is fair, reasonable, adequate, and in the best interests of Plaintiff and the Class and should be approved by the Court; (c) determine whether the approval of the Class Representative and Class Counsel should be made final; (d) determine whether Plaintiff and Plaintiff's Counsel have adequately represented the Class; (e) determine whether the Court should enter the Final Order and Judgment as provided in the Stipulation, dismissing with prejudice the claims asserted in the Action and releasing the Released Claims against the Released Parties; (f) consider the Fee Application by Plaintiff's Counsel for an award of attorneys' fees and reimbursement of litigation expenses; (g) hear and determine any objections to the Settlement or the Fee Application; and (h) rule on such other matters as the Court may deem appropriate.

The Court has reserved the right to adjourn the Settlement Hearing or any adjournment thereof, including the hearing on the application for attorneys' fees and expenses, without further notice of any kind to the Class other than by oral announcement at the Settlement Hearing or any adjournment thereof. The Court has also reserved the right to approve the Settlement at or after the Settlement Hearing with such modification(s) as may be consented to by the Parties to the Stipulation and without further notice to the Class.

RIGHT TO APPEAR AND OBJECT

Any member of the Class who objects to the Settlement, the Final Order and Judgment to be entered by the Court, and/or the Fee Application, or otherwise wishes to be heard, may appear personally or by counsel at the Settlement Hearing and present any evidence or argument that may be proper and relevant; provided, however, that no member of the Class may be heard and no papers or briefs submitted by or on behalf of any member of the Class shall be received and considered, except by Order of the Court for good cause shown, unless, no later than ten (10) business days prior to the Settlement Hearing, copies of: (a) a written notice of intention to appear, identifying the name, address, and telephone number of the objector and, if represented, their counsel; (b) a written detailed statement of such person's specific objections to any matter before the Court; (c) proof of membership in the Class, including a listing of all transactions in Hittite common stock during the period June 9, 2014 including and through July 22, 2014; (d) the grounds for such objections and any reasons for such Person's desiring to appear and be heard; and (e) all documents and writings such Person desires the Court to consider, are served by hand or overnight mail upon each of the following counsel:

FARUQI & FARUQI, LLP
James R. Banko
20 Montchanin Road, Suite 145
Wilmington, DE 19807
302.482.3182 (t)
302.482.3612 (f)

MORRIS, NICHOLS, ARSHT & TUNNELL LLP
S. Mark Hurd
1201 North Market St., 18th Floor
Wilmington, DE 19801
302.351.9354 (t)
302.498.6202 (f)

RICHARDS, LAYTON & FINGER, P.A.
Raymond J. DiCamillo
920 North King Street
Wilmington, Delaware 19801
302.651.7786 (t)
302.651.7701 (f)

Such papers must also be filed by ten (10) business days prior to the Settlement Hearing with the Register in Chancery, Court of Chancery, 500 North King Street, Wilmington, Delaware 19801.

Any Class Member who does not object to the Settlement or the request by Plaintiff's Counsel for an award of attorneys' fees and expenses need not take any action with respect to this notice or this Settlement.

Unless the Court otherwise directs, no member of the Class will be entitled to object to the approval of the Settlement, to the Final Order and Judgment to be entered in the Action, or the Fee Application, nor will he, she or it otherwise be entitled to be heard with respect to any aspect of the Settlement, except by serving and filing a written objection as described above.

Any member of the Class who does not make his, her or its objection in the manner described above shall be deemed to have waived his, her or its right to object to the Settlement, the entry of the Final Order and Judgment and the Fee Application, and shall forever be barred and foreclosed from objecting to the fairness, reasonableness or adequacy of the Settlement (including the releases and liability protections for the Released Parties contained therein), the entry of the Final Order and Judgment and/or the Fee Application, or from otherwise being heard with respect to any aspect of the Settlement, in this Action or in any other action or proceeding.

THE ACTION IS STAYED

Pending final determination by the Court of whether the Settlement should be approved: (a) all proceedings in the Action (other than those necessary to effectuate the Settlement) are stayed; and (b) Plaintiff and all members of the Class, or any of them, are barred and enjoined from commencing, prosecuting, maintaining, instigating, seeking relief in (including without limitation by application or motion for a preliminary injunction or equitable relief) or in any other way participating in any action, forum or other proceeding, asserting any claim concerning, based upon, arising out of, or related (directly or indirectly) to any Released Claim (including those claims which may arise under federal law) against any of the Released Parties.

FINAL ORDER AND JUDGMENT OF THE COURT

If the Court determines that the Settlement, as provided for in the Stipulation, is fair, reasonable, adequate and in the best interests of the Class, the Parties will ask the Court to enter a Final Order and Judgment, which will, among other things:

A. Determine that the form and manner of Notice is the best notice practicable under the circumstances and fully complies with each of the requirements of due process, Delaware Court of Chancery Rule 23 and all other applicable law and rules;

B. Determine that all members of the Class are bound by the Final Order and Judgment;

C. Determine that the Action is a proper class action pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2) and finally certify the Class;

D. Determine that the Settlement is fair, reasonable, adequate, and in the best interests of Plaintiff and the Class;

E. Approve and effectuate the releases provided for in the Stipulation;

F. Bar and enjoin Plaintiff and the Class from instituting, commencing, or prosecuting any and all Released Claims against any and all Released Parties; and

G. Award Plaintiff's Counsel fair and reasonable attorneys' fees and expenses, if any.

NOTICE TO PERSONS OR ENTITIES HOLDING OWNERSHIP ON BEHALF OF OTHERS

Brokerage firms, banks and/or other persons or entities who held shares of the common stock of Hittite during the period from June 9, 2014 through and including July 22, 2014 for the benefit of others are directed promptly to send this Notice to all of their respective beneficial owners. If additional copies of this Notice are needed for forwarding to such beneficial owners, any requests for such copies may be made to:

Hittite Microwave Corp. Merger Litigation
Notice Administrator
c/o Gilardi & Co. LLC
P.O. Box 990
Corte Madera, CA 94976-0990

SCOPE OF THE NOTICE

This Notice is not all-inclusive. The references in this Notice to the pleadings in the Action, the Stipulation, and other papers and proceedings are only summaries and do not purport to be comprehensive. For the full details of the Action, claims that have been asserted by the parties and the terms and conditions of the Settlement, including a complete copy of the Stipulation, members of the Class are referred to the Court files in the Action. You or your attorney may examine the Court files from the Action during regular business hours of each business day at the office of the Register in Chancery, in the New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801.

Questions or comments regarding the Settlement may be directed to:

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PLEASE DO NOT WRITE TO OR TELEPHONE THE COURT.

DATED: November 12, 2014

DISTRIBUTED BY ORDER OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE

EXHIBIT A

Listing of Supplemental Disclosures Caused by Plaintiff's Counsel

All references below to the "Schedule 14D-9" are to the Schedule 14D-9 Solicitation/Recommendation Statement filed by Hittite on June 23, 2014 with the SEC.

(1) Add the underlined text below to the third paragraph on page 22 of the Schedule 14D-9:

On or about April 4, 2014, we entered into change of control agreements with each of our executive officers other than Mr. Hess, and also amended Mr. Hess' employment agreement with us, which was originally entered into in March 2013. The change in control agreements, and Mr. Hess' employment agreement as originally entered into in March 2013, provide for severance benefits, including the acceleration of unvested stock awards, if the officer's employment by us is involuntarily terminated, other than for cause or misconduct, or voluntarily terminated under circumstances that constitute constructive termination, within 12 months after a change in control of our company. The change in control agreements, which had been under active consideration by the Compensation Committee of our Board for over three years, were entered into at this time because the Committee considered that it was in the best interest of our stockholders that our executive team be able to evaluate objectively whether a potential change in control transaction, whether proposed by Analog Devices or by another potential bidder, was advantageous to us and our stockholders, and that it was important that their services be retained during consideration by our Board of the potential change in control transaction. Each of these agreements, including Mr. Hess' employment agreement as originally entered into in March 2013, included a so-called "280G cutback clause" that limited the amount of severance benefits to be received to an amount that would not trigger the excise tax and loss of tax deductibility provided for by Section 280G of the Internal Revenue Code.

(2) Amend the first full paragraph on the top of page 23 of the Schedule 14D-9 by striking the text marked in strike-through and adding the underlined text below:

On April 22, 2014, our Board of Directors met to discuss the revised Analog Devices proposal. Representatives of Foley Hoag and Deutsche Bank also participated in the meeting. The Board discussed the valuation environment in the semiconductor industry, and the representatives of Deutsche Bank noted that companies in the Analog Comp Set previously discussed with the Board were up 34% over last year, with P/E multiples near their recent highs, averaging 20x NTM EPS, and that our stock price, at $60.65, was at a 26x multiple, significantly higher than any of the companies in the Analog Comp Set. They presented an analysis of the revised proposal, stating that it ~~represents~~ represented a premium of 24% over our closing stock price of $60.65 on April 17, 2014, the day before the offer, and an implied 2014 P/E multiple for us that would be among the highest NTM P/E multiples paid in the last 10 years for an all-cash acquisition of a public target over $1 billion in the semiconductor sector. They presented analyses of the $75.50 offer in relation to comparable trading multiples of CY14 EV/revenue and P/E for selected peer companies, noting that at the offer price, our implied multiples are superior to almost all of them. Of recent semiconductor transactions reviewed, only Broadcom's 2011 acquisition of NetLogic was transacted at a higher implied NTM P/E multiple. They noted that M&A premiums tend to be lower in transactions where the target's unaffected stock price was within 10% of its 52-week high, as was the case for us, with the average spot premium being 19%, and the average premium to the target's 52-week high being 13%, respectively, in the 80 transactions they surveyed. The premium represented by the $75.50 offer compared favorably to this data, at 24% and 14%, respectively. They presented an analysis of the present value of our potential future stock price, using various revenue growth and profitability scenarios, including the Management Base Case presented to the Board at the March 27, 2014 meeting, and at various forward P/E multiples based on the comparables, using an 11% discount rate equal to our estimated cost of equity, and noted that all the implied present values were below the $75.50 offer. They also discussed the DCF analyses presented at the March 27, 2014 meeting based on the Management Downside Case and the Management Base Case, which yielded values ranging from $71.11 to $87.83 per share. They commented that the DCF analysis is highly sensitive to the revenue growth rate assumptions, and noted that a number of favorable conditions must be met to yield a midpoint of the DCF value that is superior to the current Analog Devices proposal of $75.50, including sustained organic revenue growth of at least 11% per year for the next 5 years, substantially higher than the 3.9% rate at which it has grown in the last four years. The Board considered that this assumption

was subject to considerable risk given the cyclicality of our industry, and that the greater likelihood was that there would be one or more periods of slower or flat growth during the five-year period, as in the last three years, which would make achievement of a five-year CAGR of 11% or greater challenging. Deutsche Bank also noted that nearly 80% of the enterprise value calculated in the DCF analysis was attributable to the terminal value, further emphasizing the sensitivity of the analysis to future forecasts.

(3) Add the underlined text below to the paragraph that begins on the bottom of page 23 and continues onto the top of page 24 of the Schedule 14D-9:

An extended discussion of the potential outreach parties followed. The representatives of Deutsche Bank stated that in their view, based on their experience and knowledge of the semiconductor industry, prior contacts and transaction experiences with various companies in the industry, and their view of the financial capacity of such companies using publicly available financial information about such companies, there were many companies that would have a strategic interest in acquiring the Company, but only a small number with the financial capability and inclination to do a transaction of this size and at a valuation competitive with the high multiples implied by the Analog Devices offer. Deutsche Bank, management and the Board of Directors discussed 14 possible strategic acquirers of our company. All the potential outreach parties considered were 24 operating companies in the semiconductor industry, as our Board believed it highly unlikely that a private equity firm or other financial buyer would be prepared to submit a competitive bid, or bid at all, at our high valuation. Of the companies discussed, the Board considered Companies D, E and F, three semiconductor companies considerably larger than ourselves, as the candidates most likely and able to act. The Board considered the remaining companies significantly less likely prospects, either because the strategic fit was less compelling or because they had a limited history of significant acquisitions, were unlikely to pay a premium price, or were unlikely for operational or financial reasons to be able to execute a transaction at this time. The Board also considered whether to approach Company A given its 2011 interest in a merger of equals transaction with us, but concluded, in light of Company A's financial position and its recent announcement that it would merge with Company G, that an acquisition of us by Company A was not a realistic possibility at this time. The representatives of Deutsche Bank presented a brief financial analysis of each company, reviewed their recent M&A histories, and discussed Deutsche Bank's past interactions with each. The Board discussed the potential outreach parties and the risks and benefits of outreach to them. The Board considered it important to balance the likelihood of obtaining an actionable competitive bid with the risk of significant damage to our competitive position if word were to leak that we were considering a sale, the risk of disruption of our business, and the danger of delaying the process and losing the Analog Devices bid.

(4) Add the underlined text below to the first full paragraph on the top of page 29 of the Schedule 14D-9:

The representatives of Deutsche Bank described their prior engagement by Analog Devices relating to the 2013 sale of Analog Devices' MEMS microphone business, summarized their compensation arrangements relating to that transaction which had been agreed upon prior to Analog Devices' initial approach to Hittite, for which they received a fee of approximately $2 million, pursuant to such compensation agreements, and may in the future receive additional compensation of up to $1.4 million, depending on the achievement by the buyer of the business of certain revenue milestones set forth in the Analog Devices sale agreement for its MEMS microphone business, and stated that there was no other material relationship between Deutsche Bank and Analog Devices.

(5) Amend the second paragraph on page 30 of the Schedule 14D-9 by striking the text marked in strike-through and adding the underlined text below:

On the afternoon of June 8, 2014, our Board of Directors met. The representatives of Foley Hoag reported that the terms of the definitive merger agreement had been finalized consistent with the Board's direction at the June 5, 2014 meeting, and responded to questions from the Directors. Mr. Hess reported that he had reached agreement with Analog Devices on the terms of his employment, which were consistent with those previously described to the Board. The representatives of Deutsche Bank reviewed financial aspects of the transaction. In summarizing the transaction, they reported that the offer price of $78.00 per share represented a 29% premium over our closing stock price of $60.56 at June 6, 2014, a 16% premium

over our all-time high of $67.04 per share, which occurred on February 17, 2011, and a 38% premium over our enterprise value per share based on our closing stock price at June 6, 2014, an assumed 31.7 million shares outstanding on a fully diluted basis and $481.4 million net cash. At March 31, 2014, we had $492.4 million in cash, cash equivalents and marketable securities, and no debt, and we subsequently used $11.0 million cash for the acquisition of Keragis on May 1, 2014. They stated that the offer price of $78.00 per share represented implied multiples, based on the Management Base Case, as follows: CY14 P/E: 31.0x; CY14 P/E ex. cash: 25.0x; CY14 EV/EBITDA: 15.2x; and CY14 EV/revenue: 6.6x. They also provided their views on the ability of Analog Devices to finance the transaction and included in their presentation an analysis calculating the earnings per share impact of the proposed acquisition on Analog Devices, with and without amortization of intangibles. ~~The representatives of Deutsche Bank reviewed financial aspects of the transaction and management~~ Management and the Directors discussed again the benefits and risks associated with the alternative of remaining an independent company. At the conclusion of this discussion, Deutsche Bank delivered its oral opinion, which was confirmed by delivery of a written opinion dated June 8, 2014, to the effect that, as of the date of such opinion, based upon and subject to the assumptions, limitations, qualifications and conditions set forth in the opinion, the Transaction Consideration to be paid to the holders of our common stock is fair from a financial point of view to such holders.

(6) Amend the last full paragraph on page 37 of the Schedule 14D-9 by striking the text marked in strike-through and adding the underlined text and the table below:

Deutsche Bank reviewed the price performance of our Common Stock since our initial public offering on July 21, 2005. During this period, the all-time high stock price, which occurred on February 17, 2011, was $67.04 and the 52-week high, which occurred on October 21, 2013, was $66.22. ~~Deutsche Bank noted that the Transaction Consideration represented a 29% premium to our closing stock price of $60.56 on June 6, 2014, a 33% premium to our $58.55 average closing stock price during the period of April 25, 2014 to June 6, 2014 and a 16% premium to our all-time high stock price of $67.04. Deutsche Bank also noted that, on an enterprise value basis excluding our cash per share, the Transaction Consideration represented a 38% premium to our closing stock price of $60.56 on June 6, 2014, a 45% premium to our $58.55 average closing stock price during the period of April 25, 2014 to June 6, 2014 and a 21% premium to our all-time high stock price of $67.04.~~ Deutsche Bank reviewed the Transaction Consideration in relation to historical trading prices of our shares and our equity value and enterprise value at the offer price and the corresponding valuation multiples. The results of the analysis are shown in the table below. Deutsche Bank noted that this review of our stock price was ~~not a valuation methodology or a component of its fairness analysis but was~~ presented ~~merely~~ for informational and reference purposes.

Valuation summary
($ millions except per share amounts)

		6-Jun-14	ADI offer
Share price		$60.56	$78.00
Offer price premium to			
Closing price on 6-Jun-14	$60.56		29%
Average closing share price between 25-Apr-14 and 6-Jun-14	$58.55		33%
All-time high closing price on 17-Feb-11	$67.04		16%
Offer price premium on enterprise value (excluding current net cash per share) to			
Closing price on 6-Jun-14			38%
Average closing share price between 25-Apr-14 and 6-Jun-14			45%
All-time high closing price on 17-Feb-11			21%
Total diluted share count (millions)		31.7	31.7

Equity value	$1,918	$2,470
cash and cash equivalents and marketable securities *(based on $492.4 million cash and cash equivalents and marketable securities at 31-Mar-14 less $11.0 million cash used in Keragis acquisition)*	$481	$481
total debt at 31-Mar-14	$ -	$ -
Enterprise value	$1,437	$1,989
Net cash per share	$15.20	$15.20

Valuation multiples based on Management Base Case	**Metric**	**Multiple**	**Multiple**
EV / 2014 revenue	$300	4.8x	6.6x
EV/ 2014 EBITDA	$131	11.0x	15.2x
2014 P/E	$2.51	24.1x	31.0x
2014 P/E excluding cash	$2.51	18.0x	25.0x

(7) Amend the last full paragraph on page 38 and the paragraph that begins on the bottom of page 38 and continues onto the top of page 39 of the Schedule 14D-9 by striking the text marked in strike-through and adding the underlined text below:

Deutsche Bank compared the NTM P/E multiple for us since January 2010 to ~~that~~ the average NTM P/E multiple of the selected companies as a group over the same period. Deutsche Bank also compared the relative premium of our NTM P/E to ~~that~~ the average NTM P/E multiple of the selected companies as a group, also since January 2010. Deutsche Bank noted that, since January 2010, our valuation premium to the selected companies had declined steadily and, at 27%, was below the one-year ~~average of 31% and the three-year average of 49%~~ and three-year averages of the selected companies of 31% and 49%, respectively.

Deutsche Bank also calculated and analyzed, using public filings of the selected companies, and Wall Street research estimates, certain trading multiples for each of the selected companies. Such multiples included, using publicly available analysts' consensus estimates for the 2014 calendar year ("***CY14E***"), EV/ CY14E revenue, EV/CY14E EBITDA, CY14E P/E, and CY14E P/E excluding cash, and using estimates for the 2015 calendar year ("***CY15E***"), CY15E P/E and CY15E P/E excluding cash. The following table presents the results of the analysis:

(8) Break the first paragraph on the top of page 40 of Schedule 14D-9 after the first sentence and add the underlined text and the table below following the first sentence of the first paragraph:

The Selected Transactions were as follows:

Transaction	***Date announced***	***Transaction enterprise value (millions)***
Aeroflex/Cobham	May 20, 2014	$1,435
LSI/Avago	December 16, 2013	$6,483
Volterra/Maxim	August 15, 2013	$456
SMSC/Microchip	May 2, 2012	$767
Gennum/Semtech	January 23, 2012	$473
Netlogic/Broadcom	September 12, 2011	$3,693
National Semiconductor/Texas Instruments	April 4, 2011	$6,651
Atheros/Qualcomm	January 5, 2011	$3,107

This information regarding the announcement date and transaction enterprise value was presented to our Board for informational and reference purposes.

(9) Amend the paragraph that begins on the bottom of page 40 and continues onto the top of page 41 of the Schedule 14D-9 by striking the text marked in strike-through and adding the underlined text below:

Deutsche Bank conducted a DCF analysis, for each of the Management Base Case, Management Upside Case, and Management Downside Case, for purposes of determining an implied fully diluted equity

value per share of our Common Stock. Deutsche Bank calculated the unlevered free cash flows that we are expected to generate each year until 2018, which were, for the Management Base Case: $85 million for 2014, $91 million for 2015, $107 million for 2016, $120 million for 2017 and $135 million for 2018; for the Management Downside Case: $80 million for 2014, $85 million for 2015, $94 million for 2016, $101 million for 2017 and $108 million for 2018; and, for the Management Upside Case: $86 million for 2014, $85 million for 2015, $99 million for 2016, $124 million for 2017 and $143 million for 2018. Then, to calculate the terminal values, Deutsche Bank applied a terminal year multiple from 15.0x to 19.0x 2018 P/E excluding cash. The unlevered free cash flows and the range of terminal values were discounted to present values using a weighted cost of capital ranging from 10.0% to 12.0%, which were chosen by Deutsche Bank based upon an analysis of our capital structure and cost of equity and the capital structures and cost of equity and debt of the following publicly traded comparable companies: TXN, ADI, LLTC, MXIM. Deutsche Bank selected these companies because of the similarity of their business and financial profiles to our business and financial profile. In its analysis, Deutsche Bank assumed (i) a market risk premium of 6.9%, based on Ibbotson Associates, (ii) betas, which is a measure of stock price volatility compared to the market as a whole, for us, TXN, ADI, LLTC and MXIM, based on Ibbotson Associates, (iii) a size premium of 1.8% for us based on Ibbotson Associates, and (iv) a risk free interest rate of 2.6%, based on the yield as of June 6, 2014 of a 10-year US Treasury bond. ~~the capital structures and costs of equity and debt of us and of the publicly traded comparable companies.~~ Based on the foregoing, the analysis resulted in the following implied per Share ranges for our Common Stock, as compared to the Transaction Consideration:

(10) Amend the table at the top of page 41 of the Schedule 14D-9 by adding the underlined text between the left and right column of the table:

Valuation	Implied perpetual growth rate	Implied equity value per share
Management Downside Case...	3.4%--6.6%	$59.18 – $72.02
Management Base Case……....	3.3%--6.6%	$71.98 – $89.18
Management Upside Case…...	3.3%--6.6%	$77.57 – $96.62

(11) Add the underlined text below to the paragraph that begins on the bottom of page 41 and continues onto the top of page 42 of the Schedule 14D-9:

Deutsche Bank is an affiliate of Deutsche Bank AG (together with its affiliates, the "***DB Group***"). One or more members of the DB Group have, from time to time, provided investment banking services to Analog Devices or its affiliates for which they have received, and in the future may receive, compensation. Since the beginning of 2011, the DB Group acted as financial advisor to Analog Devices in connection with the sale of its microphone product line to InvenSense, Inc. on October 31, 2013, for which they received fees of approximately $2 million at such time and in the future the DB Group may receive additional compensation of up to $1.4 million, depending on the achievement of certain revenue milestones by InvenSense, Inc. based on microphone sales, which relationships were disclosed to our Board prior to its engagement of Deutsche Bank. The DB Group may also provide investment and commercial banking services to Analog Devices and to us in the future, for which the DB Group would expect to receive compensation. In the ordinary course of business, the DB Group may actively trade in the securities and other instruments and obligations of Analog, us and their or our respective affiliates for their own accounts and for the accounts of their customers. Accordingly, the DB Group may at any time hold a long or short position in such securities, instruments and obligations. As of the date of the Opinion, the DB Group held shares of common stock in each of Analog Devices and us, in each case, in an amount less than 0.25% of the outstanding shares.

(12) Amend the last paragraph under the first bullet point on page 42 and the bulleted paragraph that begins on the bottom of page 42 and continues onto the top of page 43 of the Schedule 14D-9 by striking the text marked in strike-through and adding the underlined text below:

The Management Base Case (which Deutsche Bank referred to in its March 27, 2014 board presentation as the "management growth case," because it contemplated revenue growth at a rate significantly in excess of what we had recently experienced) was presented to the Board on March 27, 2014 and was the five-year projection most heavily relied upon by our Board of Directors and by Deutsche Bank in its advice to us.

- ***Management downside case.*** Our management also developed a second, more conservative, "downside" projection. This projection assumed a revenue CAGR of 7% over the five-year period, reflecting growth at a slower rate more consistent with analysts' expectations for the industry as a whole, and gross margins throughout the period of 69%, near the bottom of our normal historical range, but consistent with the margins we had experienced in our two most recent quarters. This downside case was also presented to the Board on March 27, 2014. Our management and Board of Directors believed it was prudent to consider the downside case as representative of the possible outcome if our revenue growth did not accelerate and our profitability did not improve over the longer term. We refer to this five-year projection, which is presented below, as the "***Management Downside Case***." (For clarity, we note that in its presentation to our Board on March 27, 2014, Deutsche Bank labeled what we refer to as the Management Downside Case as the "management base case.~~,~~" because it assumed revenue growth at a rate more consistent with analysts' expectations for the semiconductor industry as a whole.)

(13) Amend the third bulleted paragraph on page 43 of the Schedule 14D-9 by striking the text marked in strike-through and adding the underlined text below:

- ***Free cash flow projections.*** At the request of Deutsche Bank, to facilitate the DCF analyses performed by Deutsche Bank in connection with its June 8, 2014 fairness opinion, our management provided to Deutsche Bank projections of our free cash flow for the years 2014 through 2018 based upon the management base case, the management downside case and the management upside case. In each case, free cash flow was defined as net income plus depreciation and amortization, less capital expenditures and less the amount of any increase or plus the amount of any decrease in working capital. ~~These~~ In its DCF analysis, Deutsche Bank calculated its DCF values as of March 31, 2014 and accordingly prorated our free cash flow projections for 2014 to 75% of the amount projected for the full year. Our free cash projections are presented in conjunction with each of the management base case, management downside case and management upside case below.

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Important Legal Documents Enclosed.

HITTITE