

EXECUTIVE COMPENSATION

The following table shows, for fiscal 2015, fiscal 2014 and fiscal 2013, the compensation for the individuals serving as our Chief Executive Officer and Chief Financial Officer and our three most highly compensated executive officers (other than our Chief Executive Officer and Chief Financial Officer) who were serving as executive officers at the end of fiscal 2015.

For information on the role of each compensation component within the total compensation packages of the Named Executive Officers, see “Compensation Discussion and Analysis—2015 Executive Compensation Program.”

2015 SUMMARY COMPENSATION TABLE

Name and Principal Position (a)	Year (b)	Salary (\$) (c)	Bonus (\$) ⁽¹⁾ (d)	Stock Awards (\$) ⁽²⁾ (e)	Option Awards (\$) ⁽³⁾ (f)	Non-Equity Incentive Plan Compensation (\$) ⁽⁴⁾ (g)	All Other Compensation (\$) ⁽⁵⁾ (i)	Total (\$) (j)
Lisa T. Su⁽⁶⁾								
President and Chief Executive Officer	2015	849,992	300,000	3,578,932	1,804,858	—	25,412	6,559,194
	2014	656,823	300,000	7,821,727 ⁽⁶⁾	2,707,576	248,135	13,811	11,748,072 ⁽⁶⁾
	2013	574,995	—	2,239,146	486,896	270,250	20,121	3,591,408
Devinder Kumar								
Senior Vice President, Chief Financial Officer and Treasurer	2015	530,005	—	2,142,611	471,358	—	24,182	3,168,156
	2014	514,882	—	1,560,973	497,563	169,950	23,452	2,766,820
	2013	508,875	—	2,180,593	1,265,966	235,000	23,609	4,214,043
James R. Anderson⁽⁷⁾								
Senior Vice President and General Manager, Computing and Graphics Business Group	2015	288,456	750,000	3,205,379	554,099	—	11,674	4,809,608
Forrest E. Norrod								
Senior Vice President and General Manager, Enterprise, Embedded and Semi-Custom Business Group	2015	530,005	—	1,800,506	471,358	—	20,431	2,822,300
	2014	91,732	900,000	1,432,814	477,612	30,271	253	2,932,682
Mark D. Papermaster								
Chief Technology Officer and Senior Vice President-Technology and Engineering	2015	549,994	225,000	2,617,429	471,358	—	20,010	3,883,791
	2014	549,994	225,000	1,951,219	621,955	181,500	17,057	3,546,725
	2013	549,994	—	1,905,106	438,205	258,500	19,746	3,171,551

(1) For fiscal 2015, amounts represent (i) a one-time \$750,000 sign-on bonus for Mr. Anderson and (ii) the second tranche of retention bonus payments awarded to Dr. Su and Mr. Papermaster that were originally granted to them in January 2013.

(2) Amounts represent the aggregate grant date fair value of the RSUs and PRSUs granted in the year indicated computed in accordance with ASC Topic 718. For a discussion of the assumptions made in the valuations reflected in this column, see Note 13 of the Notes to Consolidated Financial Statements in our Annual Report. For fiscal 2015, the amounts shown include the grant date fair value of the target number of PRSUs awarded in fiscal 2015 to each Named Executive Officer, as set forth in the table below. The grant date fair value of the PRSUs is determined using a Monte-Carlo simulation model and based upon a discounted cash flow analysis of the probability-weighted payoffs of a share-based payment assuming a variety of possible stock price paths and represents the estimate of aggregate compensation cost to be recognized over the requisite service period determined as of the grant date under ASC Topic 718, except no assumptions for forfeitures were included.

2015 Summary Compensation Table (continued)

Named Executive Officer	Grant Date	Shares Underlying PRSUs at Target (#)	Grant Date Fair Value at Target (\$)	Shares Underlying PRSUs at Maximum (#)	Grant Date Fair Value at Maximum (\$)
Lisa T. Su	8/15/2015	1,236,246	1,774,013	3,090,615	1,774,013
Devinder Kumar	8/15/2015	412,082	591,338	1,030,205	591,338
James R. Anderson	11/15/2015	471,475	711,927	1,178,687	711,927
Forrest E. Norrod	2/15/2015	365,981	607,528	548,971	911,292
	8/15/2015	412,082	591,338	1,030,205	591,338
Mark D. Papermaster	8/15/2015	412,082	591,338	1,030,205	591,338

- (3) Amounts represent the aggregate grant date fair value of option awards granted in the year indicated computed in accordance with ASC Topic 718, except no assumptions for forfeiture were included. For a discussion of the assumptions made in the valuations reflected in this column, see Note 13 of the Notes to Consolidated Financial Statements in our Annual Report.
- (4) Amounts represent cash performance bonuses paid under the EIP for fiscal 2015. No cash performance bonuses were paid to our NEOs for fiscal 2015. See “Compensation Discussion and Analysis—Compensation Philosophy and Objectives—Annual Cash Performance Bonuses” above for more information about these payments, including the pre-established financial measures under the EIP.
- (5) The following table sets forth the components of the amounts presented in the All Other Compensation column (i) for fiscal 2015:

Name	Matching Contributions to 401(k) (\$)	Life Insurance Premiums Paid By Company (\$)	Spousal Travel at Company Request ⁽⁶⁾ (\$)	Gift of Personal Property ⁽⁹⁾ (\$)	Company Contribution Under Deferred Income Account Plan (\$)	Total (\$)
Lisa T. Su	11,925	2,264	11,223	—	—	25,412
Devinder Kumar	11,925	1,412	—	—	10,845	24,182
James R. Anderson	4,985	1,332	5,357	—	—	11,674
Forrest E. Norrod	11,925	1,412	7,094	—	—	20,431
Mark D. Papermaster	11,925	1,465	6,620	—	—	20,010

- (6) Amount includes the aggregate grant date fair value of PRSUs and RSUs granted to Dr. Su on August 12, 2014 and October 31, 2014 that were voided and rescinded by the Board on December 26, 2014. In voiding and rescinding these equity awards, the Board also determined to return Dr. Su’s equity compensation to the level it should have been prior to the action to void and rescind these equity awards. As a result of such determinations and actions, and solely for accounting purposes, the grant dates of the voided and rescinded PRSUs and RSUs are deemed to remain as of August 12, 2014 and October 31, 2014, as applicable, in accordance with accounting rules. See “Compensation Discussion and Analysis—Compensation Philosophy and Objectives—Dr. Su’s Employment Agreement” above for more information.
- (7) Mr. Anderson joined us on May 31, 2015.
- (8) Amounts represent the direct costs of commercial airline flights and other travel-related expenses paid for by us for the Named Executive Officer’s spouse, who accompanied such Named Executive Officer on business-related travel where the spouse’s participation was requested by us.
- (9) Amounts represent the direct costs to us for gifts to the NEOs, if any.

2015 NONQUALIFIED DEFERRED COMPENSATION

The following table shows information for the Named Executive Officers who have accounts in the Deferred Income Account Plan (the "DIA"), a non-qualified deferred compensation plan, in fiscal 2015. Except for amounts deferred and vested prior to January 1, 2005, the DIA is subject to Section 409A of the Code.

Name (a)	Executive Contributions in Last FY ⁽¹⁾ (\$) (b)	Registrant Contributions in Last FY (\$) ⁽²⁾ (c)	Aggregate Earnings in Last FY (\$) ⁽³⁾ (d)	Aggregate Withdrawals/ Distributions (\$) (e)	Aggregate Balance at Last FYE (\$) ⁽⁴⁾ (f)
Devinder Kumar	69,995	10,845	(4,577)	—	1,561,381
Mark D. Papermaster	—	—	(554)	—	18,777

(1) Amount is included in the "Salary" column for fiscal 2015 of the "2015 Summary Compensation Table" above.

(2) Amounts are included in the "All Other Compensation" column for fiscal 2015 of the "2015 Summary Compensation Table" above and reflect contributions by us that posted in fiscal 2016, but are applicable to fiscal 2015.

(3) Represents the net amounts credited to or (debited) from the DIA accounts of Messrs. Kumar and Papermaster as a result of the performance of the investment vehicles in which their accounts were deemed invested, as more fully described in the narrative disclosure below. These amounts do not represent above-market or preferential earnings (within the meaning of 17 CFR Section 229.402(c)(2)(viii)), and as a result are not reported in the "2015 Summary Compensation Table" above.

(4) Amount includes \$10,435 for Mr. Kumar which is included in the "Salary" column of the "2015 Summary Compensation Table" of our 2015 proxy statement, and does not include the amount in column (c) for Mr. Kumar because our contributions to Mr. Kumar's DIA account posted in fiscal 2016, although the contributions were applicable to fiscal 2015.

We maintain the DIA, which allows eligible employees, including the Named Executive Officers, to voluntarily defer receipt of a portion of their salary, bonus and any commission payments until the date or dates selected by the participant. Participants may defer up to 50% of annual base salary and/or 100% of commissions and bonuses. Earnings on the deferred accounts are based on the performance of the investment funds selected by the participants. Participants make a deferral election, prior to the year in which the compensation is earned, that may not be terminated or changed during the year for which it was made. Generally, we make a discretionary contribution to the participant's account if his or her annual base salary, minus his or her Section 401(k) contribution before the deferral, is greater than the annual compensation limit for Section 401(k) plans. The contribution, if any, is equal to the lesser of (i) 50% of the deferred compensation credited to the participant's account for the year or (ii) a discretionary percentage of the participant's base salary in excess of the eligible Section 401(k) compensation limit for the year minus the participant's Section 401(k) contributions. For fiscal 2015, our discretionary contribution percentage under option (ii) above was 4.2%. Participants are 100% vested in the value of their accounts. Participants may select their desired benchmark investment fund(s) in which their accounts are deemed to be invested and may change their investment elections at any time, with such change effective as of the next business day. The amount of investment gain or loss that is credited to the participant's account depends on the participant's investment election. For 2015, we utilized investment funds in an array of asset classes, substantially aligned to those offered under our Section 401(k) plan. We have placed assets in mutual funds held in a Rabbi trust established for the DIA. For fiscal 2015, the investment return credited to Messrs. Kumar's and Papermaster's DIA accounts were -0.003% and -0.028%, respectively, based on their investment elections for their respective DIA accounts. This investment return was calculated by taking the aggregate gain in fiscal 2015 and dividing it by the aggregate balance as of the beginning of fiscal 2015.

The DIA accounts are distributed following a participant's termination of employment with us unless the participant has elected an in-service withdrawal (scheduled or hardship withdrawal). At the time a participant makes his or her deferral election, he or she may elect a different form of distribution for such year's deferred compensation. The participant may elect a single lump sum distribution or annual installment distributions over three to ten years. The default form of distribution is a single lump sum. A participant may change the form of distribution election, subject to the terms of the DIA.

A participant may elect to withdraw all or part of his or her account while employed by us, subject to the terms of the DIA. The in-service withdrawal date must be at least two years after the plan year in which the election was made. An in-service withdrawal date may be changed, subject to the terms of the DIA. An unscheduled payment may also be made, subject to the terms of the DIA.

OUTSTANDING EQUITY AWARDS AT 2015 FISCAL YEAR-END

The following table shows all outstanding equity awards held by the Named Executive Officers as of December 26, 2015. The equity awards reported in the Option Awards column consist of non-qualified stock options. The equity awards in the Stock Awards column consist of RSUs and PRSUs.

Name (a)	Option Awards					Stock Awards			
	Number of Securities Underlying Unexercised Options (#) Exercisable (b)	Number of Securities Underlying Unexercised Options (#) Unexercisable (c)	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Unearned Options (#) (d)	Option Exercise Price (\$) (e)	Option Expiration Date (f)	Number of Shares or Units of Stock That Have Not Vested (#) (g)	Market Value of Shares or Units of Stock That Have Not Vested (\$) (h) ⁽¹⁾	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested (#) (i)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested (\$) (j) ⁽¹⁾
Lisa T. Su						41,668 ⁽²⁾	121,671		
						162,610 ⁽³⁾	474,821		
						372,521 ⁽⁴⁾	1,087,761		
						33,335 ⁽⁴⁾	97,338		
						618,123 ⁽⁵⁾	1,804,919		
								46,875 ⁽¹¹⁾	136,875
								1,236,246 ⁽¹²⁾	3,609,838
	716,972	—		5.66	1/15/2019				
	214,452	—		5.87	6/15/2019				
	250,460	50,093 ⁽¹⁴⁾		3.90	7/22/2020				
	261,499	366,144 ⁽¹⁵⁾		4.08	8/12/2021				
	522,200	1,044,398 ⁽¹⁶⁾		2.80	10/31/2021				
	—	1,386,859 ⁽¹⁷⁾		2.92	12/26/2022				
Devinder Kumar						112,108 ⁽⁶⁾	327,355		
						35,418 ⁽²⁾	103,421		
						81,305 ⁽³⁾	237,411		
						384,467 ⁽⁷⁾	1,122,644		
						206,041 ⁽⁵⁾	601,640		
								39,843 ⁽¹¹⁾	116,342
								412,082 ⁽¹²⁾	1,203,279
	730	—		2.42	2/15/2016				
	26,875	—		4.01	5/15/2016				
	26,875	—		3.69	8/15/2016				
	50,000	—		6.19	10/15/2016				
	26,875	—		6.53	11/15/2016				
	26,875	—		7.87	2/15/2017				
	21,875	—		8.80	5/15/2017				
	21,875	—		6.49	8/15/2017				
	21,875	—		7.57	11/15/2017				
	21,875	—		8.60	2/15/2018				
	73,620	—		7.50	6/15/2018				
	53,613	—		5.87	6/15/2019				
	666,009	60,547 ⁽¹⁹⁾		2.68	1/15/2020				
	212,891	42,579 ⁽¹⁴⁾		3.90	7/22/2020				
	130,749	183,072 ⁽¹⁵⁾		4.08	8/12/2021				
	—	500,221 ⁽¹⁸⁾		1.84	8/15/2022				
James R. Anderson						966,454 ⁽⁸⁾	2,822,046		
								471,475 ⁽¹²⁾	1,376,707
	—	521,407 ⁽²⁰⁾		2.58	6/19/2022				
Forrest E. Norrod						122,000 ⁽⁹⁾	356,240		
						182,991 ⁽¹⁰⁾			
						206,041 ⁽⁵⁾	601,640		
								205,557 ⁽¹³⁾	600,226
								412,082 ⁽¹²⁾	1,203,279
	149,304	298,653 ⁽²¹⁾		2.61	11/15/2021				
	—	500,221 ⁽¹⁸⁾		1.84	8/15/2022				

Outstanding Equity Awards at 2015 Fiscal Year-End (continued)

Name (a)	Option Awards					Stock Awards			
	Number of Securities Underlying Unexercised Options (#) Exercisable (b)	Number of Securities Underlying Unexercised Options (#) Unexercisable (c)	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Options (#) (d)	Option Exercise Price (\$) (e)	Option Expiration Date (f)	Number of Shares or Units of Stock That Have Not Vested (#) (g)	Market Value of Shares or Units of Stock That Have Not Vested (\$) ⁽¹⁾ (h)	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested (#) (i)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested (\$) ⁽¹⁾ (j)
Mark D. Papermaster						37,500 ⁽²⁾	109,500		
						101,632 ⁽³⁾	296,765		
						576,701 ⁽⁷⁾	1,683,967		
						206,041 ⁽⁵⁾	601,640		
								42,187 ⁽¹¹⁾	123,186
								412,082 ⁽¹²⁾	1,203,279
	446,993	—		5.76	11/15/2018				
	214,452	—		5.87	6/15/2019				
	225,414	45,083 ⁽¹⁴⁾		3.90	7/22/2020				
	163,436	228,841 ⁽¹⁵⁾		4.08	8/12/2021				
	—	500,221 ⁽¹⁸⁾		1.84	8/15/2022				

- (1) The dollar value of these awards is calculated by multiplying the number of units by \$2.92 per share, the last reported sales price of our common stock on December 24, 2015, the last trading day of fiscal 2015.
- (2) This RSU award vests 33 1/3% on each of August 9, 2014, 2015 and 2016.
- (3) This RSU award vests 33 1/3% on each of August 9, 2015, 2016 and 2017.
- (4) This RSU award vests 33 1/3% on each of October 8, 2015, 2016 and 2017.
- (5) This RSU award vests 33 1/3% on each of December 26, 2016, 2017 and 2018.
- (6) This RSU award vests 33 1/3% on each of February 9, 2014, 2015 and 2016.
- (7) This RSU award vests 33% on January 15, 2017 and 67% on January 15, 2018.
- (8) This RSU award vests 33 1/3% on each of June 19, 2016, 2017 and 2018.
- (9) This RSU award vests 33 1/3% on each of November 9, 2015, 2016 and 2017.
- (10) This RSU award vests 50% on each of November 9, 2015 and 2016.
- (11) This PRSU award vested 50% on June 30, 2015 and the remainder 50% vests on June 30, 2016. The actual number of shares to be issued with respect to this PRSU award is based on our performance over an 18-month performance period that ended on December 31, 2014.
- (12) The number of PRSUs that may be earned at target and is based on three-year compound annual growth rate milestones related to AMD's closing stock price that may be attained within the three-year performance period that begins on August 15, 2015 and ends on August 15, 2018 (the "Performance Period"), with the potential payout levels of PRSUs at 50%, 100%, 200% and 250% of the target number of PRSUs granted, provided however, no more than 50% of any PRSUs earned pursuant to the attainment of the CAGR-performance level shall vest before the first anniversary of the grant date and 50% of the shares allowed under that specific performance level shall vest at the end of the Performance Period.
- (13) The number of PRSUs that are earned at 56.16% of the target number of shares and is based on EESC's fiscal 2015 performance, as measured against performance goals established by the Compensation Committee for each of the following performance metrics, each weighted 33 1/3%: (a) EESC net revenue, (b) EESC contribution operating profit and (c) the number and value of EESC design wins.
- (14) This option vested 33 1/3% on June 17, 2014 and then vests 8 1/3% quarterly for the next two years.
- (15) This option vested 33 1/3% on August 12, 2015 and then vests 8 1/3% quarterly for the next two years.
- (16) This option vested 33 1/3% on October 8, 2015 and then vests 8 1/3% quarterly for the next two years.
- (17) This option vests 33 1/3% on December 26, 2016 and then vests 8 1/3% quarterly for the next two years.
- (18) This option vests 33 1/3% on August 15, 2016 and then vests 8 1/3% quarterly for the next two years.
- (19) This option vested 33 1/3% on January 15, 2014 and then vests 8 1/3% quarterly for the next two years.
- (20) This option vests 33 1/3% on June 19, 2016 and then vests 8 1/3% quarterly for the next two years.
- (21) This option vested 33 1/3% on November 15, 2015 and then vests 8 1/3% quarterly for the next two years.

GRANTS OF PLAN-BASED AWARDS IN 2015

The following table sets forth all plan-based awards granted to the Named Executive Officers in fiscal 2015.

Name (a)	Plan Name (b)	Grant Date (c)	Compensation Committee Action Date (d)	Estimated Possible Payouts Under Non-Equity Incentive Plan Awards ⁽¹⁾		Estimated Future Payouts Under Equity Incentive Plan Awards ⁽²⁾			All Other Stock Awards: Number of Shares of Stock or Units (#) ⁽³⁾ (j)	All Other Option Awards: Number of Securities Underlying Options (#) ⁽⁴⁾ (k)	Exercise or Base Price of Option Awards (\$/Share) (l)	Grant Date Fair Value of Stock and Option Awards (\$) ⁽⁵⁾ (m)
				Target (\$) (e)	Maximum (\$) (f)	Threshold (#) (g)	Target (#) (h)	Maximum (#) (i)				
Lisa T. Su	EIP	—	—	1,275,000	2,550,000							
	2004 Plan	8/15/2015	8/5/2015			618,123	1,236,246 ⁽⁶⁾	3,090,615				1,774,013
	2004 Plan	12/26/2015	12/24/2015						618,123 ⁽⁷⁾			1,804,919
	2004 Plan	12/26/2015	12/24/2015							1,386,859 ⁽⁸⁾	2.92	1,804,858
Devinder Kumar	EIP	—	—	530,000	1,060,000							
	2004 Plan	1/22/2015	1/12/2015						384,467			949,633
	2004 Plan	8/15/2015	8/5/2015			206,041	412,082	1,030,205				591,338
	2004 Plan	8/15/2015	8/5/2015							500,221	1.84	471,358
	2004 Plan	12/26/2015	12/24/2015						206,041			601,640
James R. Anderson	EIP	—	—	288,456	576,912							
	2004 Plan	6/19/2015	6/19/2015						214,767			554,099
	2004 Plan	6/19/2015	6/19/2015						751,687			1,939,352
	2004 Plan	6/19/2015	6/19/2015							521,407	2.58	554,099
	2004 Plan	11/15/2015	11/4/2015			235,737	471,475	1,178,687				711,927
Forrest E. Norrod	EIP	—	—	530,000	1,060,000							
	2004 Plan	2/15/2015	2/11/2015			182,990	365,981	548,971				607,528
	2004 Plan	8/15/2015	8/5/2015			206,041	412,082	1,030,205				591,338
	2004 Plan	8/15/2015	8/5/2015							500,221	1.84	471,358
	2004 Plan	12/26/2015	12/24/2015						206,041			601,640
Mark D. Papermaster	EIP	—	—	550,000	1,100,000							
	2004 Plan	1/22/2015	1/12/2015						576,701			1,424,451
	2004 Plan	8/15/2015	8/5/2015			206,041	412,082	1,030,205				591,338
	2004 Plan	8/15/2015	8/5/2015							500,221	1.84	471,358
	2004 Plan	12/26/2015	12/24/2015						206,041			601,640

- Amounts represent the estimated cash performance bonuses payable under the Executive Incentive Plan (“EIP”) for fiscal 2015. No actual payments were made to the Named Executive Officers for fiscal 2015 the under the EIP. For the Named Executive Officers, the actual amounts paid under the EIP for fiscal 2015 are set forth in the “Non-Equity Incentive Plan Compensation” column of the “2015 Summary Compensation Table” above.
- Amounts represent PRSUs. See “Compensation Discussion and Analysis—Compensation Philosophy and Objectives—Long-Term Equity Awards” and “—Special Retention Awards” above for more information about the PRSUs, including the pre-established performance periods and performance measures, and see footnotes to the “Outstanding Equity Awards at 2015 Fiscal Year-End” table above for a description of the PRSU vesting schedules.
- Amounts represent time-based RSUs. See footnotes to the “Outstanding Equity Awards at 2015 Fiscal Year-End” table above for a description of the RSU vesting schedules.
- Amounts represent stock options. See footnotes to the “Outstanding Equity Awards at 2015 Fiscal Year-End” table above for a description of the stock option vesting schedules. The stock options expire seven years after the grant date.
- Amounts reflect the grant date fair value of the respective award computed in accordance with ASC Topic 718. Regardless of the value on the grant date, the actual value that may be realized from an award is contingent upon the satisfaction of the applicable conditions to vesting of that award, and for stock options, also upon the excess of AMD’s stock price over the exercise price. With respect to the PRSUs, in accordance with SEC rules, amounts reflect the fair value at the grant date based upon the probable outcome of the performance conditions and represent the estimate of aggregate compensation cost to be recognized over the service period determined as of the grant date under ASC Topic 718, except no assumptions for forfeitures were included. For a discussion of the assumptions made in the valuation reflected in these amounts, see Note 13 of the Notes to Consolidated Financial Statements in our Annual Report.

- (6) This is the number of PRSUs that may be earned at target and is based on three-year compound annual growth rate milestones related to AMD's closing stock price that may be attained within the three-year performance period that begins on August 15, 2015 and ends on August 15, 2018 (the "Performance Period"), with the potential payout levels of PRSUs at 50%, 100%, 200% and 250% of the target number of PRSUs granted, provided however, no more than 50% of any PRSUs earned pursuant to the attainment of the CAGR-performance level shall vest before the first anniversary of the grant date and 50% of the shares allowed under that specific performance level shall vest at the end of the Performance Period.
- (7) This RSU award vests 33 1/3% on each of December 26, 2016, 2017 and 2018
- (8) This option vests 33 1/3% on December 26, 2016 and then vests 8 1/3% quarterly for the next two years.

OPTION EXERCISES AND STOCK VESTED IN 2015

The following table shows the value realized by the Named Executive Officers as a result of the exercise of stock options and stock awards that vested during fiscal 2015.

Name (a)	Option Awards		Stock Awards	
	Number of Shares Acquired on Exercise (#) (b)	Value Realized on Exercise (\$) (c)	Number of Shares Acquired on Vesting (#) (d)	Value Realized on Vesting (\$) ⁽¹⁾ (e)
Lisa T. Su	—	—	637,301	1,467,618
Devinder Kumar	77,800	14,004	234,985	609,972
James R. Anderson	—	—	—	—
Forrest E. Norrod	—	—	243,980	514,798
Mark D. Papermaster	—	—	261,112	602,974

(1) Value is the market price of our common stock on the date of vesting multiplied by the number of vested shares.

SEVERANCE AND CHANGE IN CONTROL ARRANGEMENTS

We have entered into an employment agreement with Dr. Su, our current President and Chief Executive Officer. In addition, Messrs. Kumar, Anderson, Norrod and Papermaster participate in the SVP Severance Plan and have each entered into a change in control agreement with us.

The SVP Severance Plan and change in control agreements are designed to (i) implement a uniform process for handling potential future involuntary departures of the Named Executive Officers and (ii) encourage the Named Executive Officers' continued services in the event of a potential change in control of us and to allow for a smooth transition upon such a change in control. In addition, these arrangements are intended to provide incentives to the Named Executive Officers to effectively execute the directives of our Board, even in the event that such actions may result in the elimination of a Named Executive Officer's position. Under the terms of these arrangements, a Named Executive Officer is eligible to receive certain specified compensatory payments and benefits only if (i) a "change in control" occurs and (ii) the Named Executive Officer's employment is terminated, or the Named Executive Officer is constructively discharged, within two years of that change in control.

Dr. Su's Employment Agreement. Pursuant to Dr. Su's at-will employment agreement (the "Su Employment Agreement"), setting forth Dr. Su's duties and obligations as our President and Chief Executive Officer, the Su Employment Agreement may be terminated by (i) us for Cause (as defined in the Su Employment Agreement), (ii) Dr. Su's Involuntary Termination Without Cause (as defined in the Su Employment Agreement), (iii) Dr. Su's Constructive Termination (as defined in the Su Employment Agreement), (iv) Dr. Su's voluntary election to terminate her employment with us, or (v) Dr. Su's death or disability.

Except as otherwise described in the next paragraph, in the event of Dr. Su's Involuntary Termination Without Cause or Constructive Termination, subject to Dr. Su's execution of a full release of claims, which remains effective, following such termination:

- Dr. Su will be credited with an additional 12 months of service for purposes of calculating the service-based vesting of any unvested equity awards granted to Dr. Su on or after October 8, 2014 and 24 months of service for purposes of calculating the service-based vesting of any unvested equity awards granted to Dr. Su before October 8, 2014. Any performance-based equity award for which the service-based vesting condition has been satisfied as of the date of termination will continue in accordance with the terms of the applicable award agreement and will be earned or forfeited based on actual performance for the applicable performance period. The settlement of any earned performance-based equity award will occur at such time as such performance-based equity award would have been settled had Dr. Su continued her employment with us;

Severance and Change in Control Arrangements (continued)

- We will make a lump-sum cash payment to Dr. Su in an amount equal to two times her then base salary; and
- We will, for 24 months following the date of termination, pay Dr. Su an amount equal to the COBRA premium for continuation coverage for herself and her dependents (if applicable) under our group medical and dental plans on a monthly basis.

In the event of Dr. Su's Involuntary Termination Without Cause or Constructive Termination between the public announcement of a transaction that results in our Change of Control (as defined in the Su Employment Agreement) and 24 months after such Change of Control, subject to Dr. Su's execution of a full release of claims, which remains effective, following such termination:

- We will pay Dr. Su her earned but unpaid base salary through the date of termination and all other amounts to which Dr. Su is entitled under any of our compensation plans or practices on the date of termination;
- All unvested equity awards then held by Dr. Su will accelerate and be deemed fully vested, and all performance-based vesting conditions will be deemed achieved at the target levels set forth in the applicable award agreement;
- We will make a lump-sum cash payment to Dr. Su in an amount equal to two times her base salary plus two times her target annual bonus, in each case at the rate in effect immediately before the date of termination or, if higher, the rate in effect six months before the date of termination;
- We will pay Dr. Su the pro-rata amount of her annual bonus accrued under the EIP assuming performance at target levels for the portion of the year prior to the date of termination; and
- We will, for 24 months following the date of termination, pay Dr. Su an amount equal to the COBRA premium for continuation coverage for herself and her dependents (if applicable) under our group medical and dental plans on a monthly basis. In addition, we will pay Dr. Su \$4,000 for 12 months following the date of termination for financial planning and tax planning services.

Under the terms of the Su Employment Agreement, upon a termination of employment in connection with a change in control, Dr. Su's severance payments and benefits will be made in full or as to such lesser amount as would result in no portion of the payments being subject to an excise tax imposed by Section 4999 of the Code (relating to Section 280G of the Code), whichever of the foregoing amounts is greater on an after-tax basis (i.e., a parachute payment cut-back).

Executive Severance Plan for Senior Vice Presidents. With the exception of Dr. Su, all of the Named Executive Officers participated in the SVP Severance Plan as of the end of fiscal 2015.

Under the terms of the SVP Severance Plan, any participant who (i) is involuntarily terminated other than for cause (as defined in the SVP Severance Plan) or as a result of death or disability (as defined in the SVP Severance Plan) and (ii) is not offered a job with one of our affiliates or a successor of us, will be entitled to the following benefits, subject to the participant's execution of a full release of claims, which remains effective, following such termination:

- We will make a lump-sum cash payment to the participant in an amount equal to 12 months of base salary;
- We will, for 12 months following the date of termination, pay COBRA premiums for continuation coverage under our group medical and dental plans; and
- We will allow participants to use our Employee Assistance Plan for up to 12 months.

Additionally, we will seek reimbursement on a pro-rata basis, of severance benefits if we re-employ a participant during the 12 months following receipt of a severance payment under the SVP Severance Plan.

The SVP Severance Plan is intended to represent the exclusive severance benefits payable to a participant by us. Accordingly, any Participant who is entitled to receive severance benefits payable in connection with a change of control pursuant to a change in control agreement may not also receive severance benefits under the SVP Severance Plan. In other words, a participant may not collect severance benefits under the SVP Severance Plan if he or she receives benefits under a change in control agreement with us.

Severance and Change in Control Arrangements (continued)

Although we expect to maintain the SVP Severance Plan indefinitely, we may amend, modify or terminate the SVP Severance Plan at any time. Therefore, severance benefits under the SVP Severance Plan are not guaranteed and may be eliminated in the future. Our SVP Severance Plan includes non-defamation and other administrative provisions.

Change in Control Agreements. We entered into change in control agreements with Messrs. Kumar, Anderson, Norrod and Papermaster designed to encourage their continued services in the event of a change in control. For purposes of these change in control agreements, a change in control generally means any of the following events:

- the acquisition by any person representing more than 50% of our then outstanding shares of stock or the combined voting power of our voting securities;
- a change of the majority of the Board during any two consecutive years, unless certain Board approval conditions are met;
- a merger or consolidation of us into any other corporation, where immediately after the merger or consolidation 50% or less of the combined voting power is held by holders of our voting securities immediately before such merger or consolidation; or
- the stockholders approve a plan of complete liquidation or there is a consummated a sale of all or substantially all of our assets.

The change in control agreements provide that, if within two years after a change in control, the Named Executive Officer's employment is terminated by us without cause or they are constructively discharged, the Named Executive Officer will receive:

- a lump sum severance benefit equal to the sum of two times the executive's rate of annual base compensation at the rate in effect immediately before the date of termination or, if higher, the rate in effect six months before the date of the change in control, plus two times the target annual bonus in the year of termination;
- all unvested equity will vest and be exercisable, and options may be exercised for the period of one year from the date of termination or the original option term, whatever is shorter;
- payment of the executive's prorated accrued bonus assuming performance at target levels for the portion of the year prior to the date of termination;
- reimbursement of personal financial and tax planning up to \$4,000 for twelve months following the date of termination; and
- 12 months' continued health and welfare benefits comparable to those in effect at termination and a gross-up for any income taxes due as a result of the payment by us for such health and welfare benefits.

The payments and benefits pursuant to the change in control agreements are subject to the executive's execution of a release of claims. Further, upon a termination of employment in connection with a change in control, the executive's severance payments and benefits will be made in full or as to such lesser amount as would result in no portion of the payments being subject to an excise tax imposed by Section 4999 of the Code (relating to Section 280G of the Code), whichever of the foregoing amounts is greater on an after-tax basis (i.e., a parachute payment cut-back).

AMD Policies. We have adopted a policy to not enter into any change in control agreements or arrangements containing an excise tax gross-up provision. Dr. Su's change in control agreement does not provide for an excise tax gross-up.

We have also adopted a policy to not enter into any change in control agreement or arrangement with any executive officer that provides for a cash severance payment (upon both our change in control and a subsequent termination of employment) in excess of (i) two times the sum of the respective executive officer's base salary and annual target bonus, plus (ii) a prorated annual target bonus for the year in which the termination of employment occurs. Dr. Su's change in control agreement complies with this limitation.

Severance and Change in Control Arrangements (continued)

Vesting of Awards. All RSUs and stock options granted under our equity incentive plans become fully vested (i) if our successor refuses to assume or substitute similar awards for outstanding awards, upon a change in control, or (ii) if our successor assumes or substitutes similar awards for outstanding awards and the participant's employment is terminated by our successor for any reason (other than for misconduct) or by the participant due to a constructive termination within one year following a change in control, upon such termination of employment. All PRSU vest to the extent the applicable performance criteria were achieved.

Potential Payments upon Termination or Change in Control. The following table presents the amount of compensation and benefits payable to Dr. Su under her employment agreement in the event of (i) an involuntary termination without cause or a constructive termination (without a change in control), (ii) an involuntary termination without cause or a constructive termination in connection with a change in control and (iii) a separation due to death. As required by SEC rules, the amounts shown assume that the termination or death was effective as of December 26, 2015, exclude amounts earned through that time and are estimates of the amounts that would be paid out to Dr. Su.

The actual amounts to be paid out to Dr. Su can only be determined at the time of Dr. Su's separation from us.

Name	Type of Benefit	Involuntary Termination Without Cause/Constructive Termination (\$)	Qualifying Termination Following a Change in Control (\$)	Separation Due to Death or Disability (\$)
Lisa T. Su				
	Severance	1,700,000 ⁽¹⁾	4,250,000 ⁽²⁾	—
	Annual Bonus	—	1,275,000	—
	Stock Options ⁽³⁾	62,664 ⁽³⁾	125,328 ⁽³⁾	—
	Restricted Stock Units	1,325,905 ⁽⁴⁾	3,723,385 ⁽⁵⁾	—
	Health and Welfare ⁽⁶⁾	29,071	29,071	—
	Life Insurance ⁽⁷⁾	—	—	2,000,000
	Financial Planning	—	4,000	—
Total		3,117,640	9,406,784	2,000,000

(1) Amount represents two times Dr. Su's base salary of \$850,000.

(2) Amount represents two times Dr. Su's base salary of \$850,000, plus two times her target annual bonus and the pro-rata amount of her annual bonus accrued under the EIP assuming performance at target levels for the portion of the year prior to the date of termination.

(3) Amounts represents the value of unvested stock options that would have accelerated upon Dr. Su's termination of employment under the scenarios described above. The value is calculated based on the difference between the exercise price of the options and \$2.92 per underlying share, the last reported sales price of our common stock on December 24, 2015, the last trading day of fiscal 2015.

(4) Amount reflects the value of unvested RSUs that would have vested during the 24-month period after her termination, but excludes the PRSUs because the applicable performance-based conditions of those PRSUs was not satisfied as of December 26, 2015. The value of the unvested and accelerated RSUs is \$2.92 per share, the last reported sales price of our common stock on December 24, 2015, the last trading day of our 2015 fiscal year.

(5) Amount reflects the value of all unvested RSUs that will vest in the event of the scenario described above and includes the PRSUs granted to Dr. Su because under the terms of the respective award agreements, such PRSUs accelerate upon a change of control. The value of the unvested and accelerated RSUs \$2.92 per share, the last reported sales price of our common stock on December 24, 2015, the last trading day of our 2015 fiscal year.

(6) Amount represents our cost of paying COBRA premiums on behalf of Dr. Su and her dependents for 24 months following her termination based on rates for a current employee.

(7) Amount reflects three times Dr. Su's base salary of \$850,000, subject to a maximum of \$2,000,000.

Severance and Change in Control Arrangements (continued)

The following table presents the amount that would be payable to Messrs. Kumar, Anderson, Norrod and Papermaster (i) under their respective change in control agreements, in each case assuming a termination of employment without cause or a constructive discharge that occurred within 24 months of a change in control, (ii) under the SVP Severance Plan assuming an involuntary termination of employment without cause outside of a change in control and (iii) in the event of a separation due to death. As required by SEC rules, the amounts shown assume that such termination or death was effective as of December 26, 2015, include amounts earned through that time and are estimates of the amounts that would be paid out to the Named Executive Officers. The actual amounts to be paid out can only be determined at the time of the Named Executive Officer's separation from us.

Name	Type of Benefit	Involuntary Termination Without Cause/Constructive Termination (\$)	Qualifying Termination Following a Change in Control (\$)	Separation Due to Death (\$)
Devinder Kumar				
	Severance	530,000 ⁽¹⁾	2,120,000 ⁽²⁾	—
	Annual Bonus	—	530,000	—
	Stock Options ⁽³⁾	—	554,770 ⁽³⁾	—
	Restricted Stock Units ⁽⁴⁾	—	2,508,814 ⁽⁴⁾	—
	Health and Welfare	18,739 ⁽⁵⁾	38,378 ⁽⁶⁾	—
	Life Insurance ⁽⁷⁾	—	—	1,590,000 ⁽⁷⁾
	Financial Planning	—	4,000	—
	Total	548,739	5,755,962	1,590,000
James R. Anderson				
	Severance	500,000 ⁽¹⁾	2,000,000 ⁽²⁾	—
	Annual Bonus	—	500,000	—
	Stock Options ⁽³⁾	—	177,278 ⁽³⁾	—
	Restricted Stock Units ⁽⁴⁾	—	2,822,046 ⁽⁴⁾	—
	Health and Welfare	18,739 ⁽⁵⁾	33,378 ⁽⁶⁾	—
	Life Insurance ⁽⁷⁾	—	—	1,500,000 ⁽⁷⁾
	Financial Planning	—	4,000	—
	Total	518,739	5,536,702	1,500,000
Forrest E. Norrod				
	Severance	530,000 ⁽¹⁾	2,120,000 ⁽²⁾	—
	Annual Bonus	—	530,000	—
	Stock Options ⁽³⁾	—	632,821 ⁽³⁾	—
	Restricted Stock Units ⁽⁴⁾	—	1,492,213 ⁽⁴⁾	—
	Health and Welfare	20,154 ⁽⁵⁾	35,444 ⁽⁶⁾	—
	Life Insurance ⁽⁷⁾	—	—	1,590,000 ⁽⁷⁾
	Financial Planning	—	4,000	—
	Total	550,154	4,814,478	1,590,000
Mark D. Papermaster				
	Severance	550,000 ⁽¹⁾	2,200,000 ⁽²⁾	—
	Annual Bonus	—	550,000	—
	Stock Options ⁽³⁾	—	540,239 ⁽³⁾	—
	Restricted Stock Units ⁽⁴⁾	—	2,815,060 ⁽⁴⁾	—
	Health and Welfare	20,154 ⁽⁵⁾	41,275 ⁽⁶⁾	—
	Life Insurance ⁽⁷⁾	—	—	1,650,000 ⁽⁷⁾
	Financial Planning	—	4,000	—
	Total	570,154	6,150,574	1,650,000

Severance and Change in Control Arrangements (continued)

- (1) Under the SVP Severance Plan, the value of the severance benefit following an involuntary termination or separation due to death or disability is equal to a single lump sum severance payment equivalent to 12 months of base pay.
- (2) Under the change in control agreements with each of Messrs. Kumar, Anderson, Norrod and Papermaster, the value of the severance benefit following a termination without cause or a constructive termination within two years after a change in control is equal to a single lump sum severance payment equivalent to two times the executive's rate of annual base pay, plus two times the target annual bonus in the year of termination. These calculations assume termination at compensation rates as of December 26, 2015.
- (3) The value of the unvested and accelerated stock options is the difference between the exercise price of the option and \$2.92 per share, the last reported sales price of our common stock on December 24, 2015, the last trading day of our 2015 fiscal year. Amounts shown also reflect the value of stock option acceleration in the event of a change in control if our successor refuses to assume or substitute similar awards for outstanding stock options, pursuant to our equity incentive plans.
- (4) The value of the unvested and accelerated RSUs is \$2.92 per share, the last reported sales price of our common stock on December 24, 2015, the last trading day of our 2015 fiscal year. Amounts shown also reflect the value of award acceleration in the event of a change in control if the successor refuses to assume or substitute similar awards for outstanding RSUs, pursuant to our equity incentive plans.
- (5) Under the SVP Severance Plan, the value of the health and welfare benefit following an involuntary termination is equal to 12 months of COBRA medical, dental and/or vision insurance premiums, based on the participant's benefits plan elections in effect at the time of termination, and use of the employee assistance plan provided by us as part of the 12 months of COBRA coverage.
- (6) Amount reflects our annual cost of paying COBRA premiums on behalf of Mr. Kumar for 12 months following termination based on the rates of a current employee. Also includes a gross-up of \$19,638 for income taxes due by Mr. Kumar as a result of our payment of health and welfare benefits on his behalf.
- (7) Amount reflects three times the Named Executive Officer's base salary, which is \$550,000 for Mr. Papermaster, \$530,000 for Messrs. Norrod and Kumar and \$500,000 for Mr. Anderson.
- (8) Amount reflects our annual cost of paying COBRA premiums on behalf of Messrs. Anderson and Norrod for 12 months following termination based on the rates of a current employee. Also includes gross-ups of \$19,638 and \$15,290 for income taxes due by Messrs. Anderson and Norrod respectively, as a result of our payment of health and welfare benefits on their behalf.
- (9) Amount reflects our annual cost of paying COBRA premiums on behalf of Mr. Papermaster for 12 months following termination based on the rates of a current employee. Also includes a gross-up of \$21,121 for income taxes due by Mr. Papermaster as a result of our payment of health and welfare benefits on his behalf.