

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

FORM 8-K

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

Date of Report (Date of earliest event reported): December 12, 2024

MACOM Technology Solutions Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-35451
(Commission
File Number)

27-0306875
(I.R.S. Employer
Identification No.)

**100 Chelmsford Street
Lowell, Massachusetts**
(Address of principal executive offices)

01851
(Zip Code)

Registrant's telephone number, including area code: (978) 656-2500

Not applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of exchange on which registered</u>
Common Stock, par value \$0.001 per share	MTSI	Nasdaq Global Select Market

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

Emerging growth company

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

Item 8.01. Other Events.

Convertible Notes Exchange and Subscription

On December 12, 2024, MACOM Technology Solutions Holdings, Inc. (the “Company”) entered into separate, privately negotiated exchange and subscription agreements (the “Exchange and Subscription Agreements”) with a limited number of holders of its 0.250% convertible senior notes due 2026 (the “Existing Convertible Notes”), in each case pursuant to exemptions from registration under the Securities Act of 1933, as amended (the “Securities Act”). Pursuant to the Exchange and Subscription Agreements, the Company will exchange approximately \$288.8 million in aggregate principal amount of the Existing Convertible Notes for approximately \$257.7 million in aggregate principal amount of new 0.000% convertible senior notes due 2029 (the “New Convertible Notes”) and approximately 1.6 million newly-issued shares of the Company’s common stock, par value \$0.001 per share (“Common Stock” and, such exchanges, collectively, the “Exchange”). The Company will also issue approximately \$86.6 million in aggregate principal amount of New Convertible Notes in a private placement to certain investors (the “Subscription” and, together with the Exchange, the “Transactions”).

The Transactions are expected to close concurrently on or about December 19, 2024, subject to customary closing conditions. The issuance of the New Convertible Notes will occur pursuant to an indenture related to the New Convertible Notes, to be dated on or around December 19, 2024, between the Company and U.S. Bank National Association, as trustee. In connection with the Transactions, the Company expects to recognize a loss on the extinguishment of debt related to the cancellation of the Existing Convertible Notes upon exchange. Following the closing of the Transactions, approximately \$161.2 million in aggregate principal amount of Existing Convertible Notes will remain outstanding with terms unchanged.

The New Convertible Notes will be senior unsecured obligations of the Company and will mature on December 15, 2029, unless earlier repurchased, redeemed or converted. The New Convertible Notes will not bear regular interest, and the principal amount of the New Convertible Notes will not accrete. The New Convertible Notes have an initial conversion rate of 5.7463 shares of Common Stock per \$1,000 principal amount of New Convertible Notes (which is equivalent to an initial conversion price of approximately \$174.03 per share of Common Stock), representing an approximately 27.5% conversion premium based on the last reported sale price of Common Stock of \$136.49 per share on December 12, 2024. Before September 15, 2029, the New Convertible Notes will only be convertible in certain circumstances and during specified periods, and thereafter at any time until the close of business on the second scheduled trading day immediately preceding the maturity date. The Company will settle conversions solely in cash up to the aggregate principal amount of New Convertible Notes to be converted and by paying cash for or delivering, as applicable, cash, shares of Common Stock or a combination of cash and shares of Common Stock, at the Company’s election, in respect of any remainder of the Company’s conversion obligation in excess of such principal amount. The conversion rate is subject to adjustment in some events but will not be adjusted for any accrued and unpaid special interest, if any.

The New Convertible Notes will be redeemable, in whole or in part, for cash at the Company’s option at any time, and from time to time, on or after December 20, 2027 and prior to September 15, 2029, but only if the last reported sale price per share of Common Stock exceeds 130% of the conversion price for a specified period of time. The redemption price will be equal to the principal amount of the New Convertible Notes to be redeemed, plus accrued and unpaid special interest, if any, to, but excluding, the redemption date. If the Company undergoes a “fundamental change” (as defined in the indenture governing the New Convertible Notes), holders of the New Convertible Notes may require the Company to repurchase for cash all or any portion of their New Convertible Notes at a repurchase price equal to 100% of the principal amount of the New Convertible Notes to be repurchased, plus accrued and unpaid special interest, if any, to, but excluding, the repurchase date.

The Company expects that the gross proceeds from the Subscription will be approximately \$86.6 million, excluding offering fees and transaction expenses, and intends to use the net proceeds for general corporate purposes. The Company will not receive any cash proceeds from the Exchange.

The offer and sale of the New Convertible Notes and Common Stock, including Common Stock issuable upon conversion, if any, are not being registered under the Securities Act, or any state securities laws. The New Convertible Notes and Common Stock, including Common Stock issuable upon conversion, if any, may not be offered or sold in the United States except pursuant to an exemption from the registration requirements of the Securities Act and any applicable state securities laws.

The foregoing description of the Transactions does not purport to be complete and is qualified in its entirety by reference to the form of the Exchange and Subscription Agreements, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated hereby reference. A copy of the press release announcing the Transactions is attached

hereto as Exhibit 99.1 and is incorporated in this Item 8.01 by reference. This Current Report on Form 8-K does not constitute an offer to sell, or the solicitation of an offer to buy, the New Convertible Notes or Common Stock, nor shall there be any sale of these securities, in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the laws of such jurisdiction.

Special Note Regarding Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements. These forward-looking statements include, among others, statements about expected use of proceeds from the Subscription and the timing of the closing of the Transactions.

These forward-looking statements reflect the Company's current views about future events and are subject to risks, uncertainties, assumptions and changes in circumstances that may cause those events or our actual activities or results to differ materially from those indicated by the forward-looking statements, including our ability to develop new products and achieve market acceptance of those products; component shortages or other disruptions in our supply chain, including as a result of geopolitical unrest or otherwise; inflationary pressures; any failure to accurately anticipate demand for our products and effectively manage our inventory; our dependence on a limited number of customers; risks related to any weakening of economic conditions; our ability to compete effectively; and those other factors described in "Risk Factors" in the Company's filings with the Securities and Exchange Commission ("SEC"), including its Annual Report on Form 10-K, its Quarterly Reports on Form 10-Q and other filings with the SEC. These forward-looking statements speak only as of the date of this press release, and the Company undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Form of Exchange and Subscription Agreement, dated as of December 12, 2024, among MACOM Technology Solutions Holdings, Inc. and each investor party thereto.
99.1	Press Release announcing the Exchange and Subscription Agreements, dated December 13, 2024.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MACOM TECHNOLOGY SOLUTIONS HOLDINGS, INC.

Dated: December 13, 2024

By: /s/ John F. Kober

John F. Kober

Senior Vice President and Chief Financial Officer

December 12, 2024

MACOM Technologies Solutions Holdings, Inc.
100 Chelmsford Street
Lowell, MA 01851
Attention: Chief Financial Officer

Re: Exchange and/or Subscription for 0.000% Convertible Senior Notes due 2029

Ladies and Gentlemen:

MACOM Technologies Solutions Holdings, Inc., a Delaware corporation, (the “**Company**”), is offering a new series of its 0.000% Convertible Senior Notes due 2029 (the “**New Notes**”). The New Notes will be convertible into cash up to the aggregate principal amount of any New Notes issued, and cash, shares (“**Underlying Shares**”) of common stock of the Company, par value \$0.001 per share (“**Stock**”), or a combination of cash and Underlying Shares, at the Company’s election, in respect of the remainder, if any, of the Company’s conversion obligation in excess of the aggregate principal amount of such converted New Notes, in accordance with the terms of the Indenture (as defined below).

The undersigned (the “**Investor**”), for itself and, on behalf of the accounts (if any) listed on (x) Exhibit A hereto, in the case of the Exchange (as defined below), for whom the Investor has been duly authorized to enter into the Exchange (each, including the Investor if it is listed on Exhibit A, an “**Exchanging Holder**”) and (y) Exhibit B hereto, in the case of the Subscription (as defined below), for whom the Investor has been duly authorized to enter into the Subscription (each, including the Investor if it is listed on Exhibit B, a “**Subscriber**”), may:

(1) exchange 0.250% Convertible Senior Notes due 2026 (CUSIP 55405Y AB6 and ISIN: US55405YAB65) of the Company (the “**Old Notes**”) for an amount of New Notes and/or a number of shares of Stock determined as set forth herein (the “**Exchange**”); and/or

(2) subscribe for and purchase from the Company New Notes for cash (the “**Subscription**” and, the Exchange and/or the Subscription, as applicable, the “**Notes Transactions**”),

in each case, pursuant and subject to the terms and conditions set forth in this agreement (the “**Exchange/Subscription Agreement**” or this “**Agreement**”).

The Exchanging Holders and the Subscribers (including the Investor, as applicable) are referred to collectively as the “**Purchasers**,” and each Purchaser (other than the Investor) is referred to herein as an “**Account**.”

The Investor hereby confirms that this Agreement relates to participation by the Purchasers, taken together, in the:

Exchange only Subscription only Exchange and Subscription

The Investor and each Account understands that the Notes Transactions are being made without registration under the Securities Act of 1933, as amended (the “**Securities Act**”), or any securities laws of any state of the United States or of any other jurisdiction, and that the Notes Transactions are only being

made to investors who are institutional “accredited investors” within the meaning of Rule 501 of Regulation D under the Securities Act that are also “qualified institutional buyers” (within the meaning of Rule 144A under the Securities Act) in reliance upon an exemption from registration under Section 4(a)(2) of the Securities Act. The Notes Transactions are described in, and are being made pursuant to, the draft Indenture relating to the New Notes (the “**Indenture**”) to be entered into as of the Closing Date (as defined below) between the Company and U.S. Bank National Association, as Trustee (the “**New Notes Trustee**”), as supplemented by the Pricing Term Sheet, dated as of the date hereof (the “**Pricing Term Sheet**” and, together with the Indenture, the “**Transaction Documents**”).

1. The Exchange. If the Investor and/or any other Exchanging Holders are participating in the Exchange, subject to the terms and conditions of this Exchange/Subscription Agreement, the Investor and the other Exchanging Holders hereby deliver, assign and transfer to the Company all right, title and interest in the aggregate principal amount of Old Notes set forth in column 2 of Exhibit A hereto (such principal amount of Old Notes, the “**Exchanged Old Notes**”) in exchange for:

New Notes having an aggregate principal amount, for each Exchanging Holder, as set forth in column 3 of Exhibit A (such aggregate principal amount of New Notes, the “**Exchanged New Notes**”) and the number of shares of Stock as set forth in column 4 of Exhibit A (the “**Stock Consideration**” and, together with the Exchanged New Notes, the “**Exchange Consideration**”), and the Company agrees to issue such Exchange Consideration to the Exchanging Holders in exchange for such Exchanged Old Notes. For the avoidance of doubt, Exchanged New Notes will be issued in denominations of \$1,000 principal amount and integral multiples thereof, and the Company will not make any separate cash payment in respect of rounded amounts or interest, if any, accrued and unpaid to the Closing Date (as defined below) for the Exchanged Old Notes. Instead, such amounts will be deemed to be paid in full rather than cancelled, extinguished or forfeited upon exchange of the Exchanged Old Notes for the Exchanged New Notes. Subject to the terms and conditions of this Exchange/Subscription Agreement, the Investor, on behalf of itself and each Exchanging Holder, hereby (a) waives any and all other rights with respect to such Exchanged Old Notes, and (b) releases and discharges the Company from any and all claims the Investor and each Exchanging Holder may now have, or may have in the future, arising out of, or related to, such Exchanged Old Notes.

2. The Subscription. If the Investor and/or any other Subscriber is participating in the Subscription, subject to the terms and conditions of this Exchange/Subscription Agreement, the Investor hereby agrees to purchase from the Company, and the Company hereby agrees to issue and sell to the Investor and/or any such Account, New Notes (the “**Purchased New Notes**”) having an aggregate principal amount as set forth in column 2 of Exhibit B hereto, for an aggregate purchase price in cash in respect of such Purchased New Notes as set forth in column 3 of Exhibit B (such aggregate cash purchase price, the “**Cash Purchase Price**”). For the avoidance of doubt, such Cash Purchase Price shall not be adjusted for accrued interest if the Closing (as defined below) occurs after December 19, 2024.
3. The Closing. The closing of the Notes Transactions (the “**Closing**”) shall take place electronically at 10:00 AM, New York City time, on December 19, 2024, or at such other time and place as the Company may designate by notice to the Investor (the “**Closing Date**”); provided that the Closing Date cannot be later than December 27, 2024 without the prior written consent of the Investor.
4. Closing Mechanics.

- a. The Depository Trust Company (“**DTC**”) will act as securities depository for the New Notes.
- b. At or prior to the times set forth in the Exchange/Subscription Procedures set forth in Exhibit C hereto (the “**Exchange/Subscription Procedures**”), the Investor, on behalf of itself and/or any other Account, shall:
- (i) if participating in the Exchange only, deliver and/or cause the Exchanging Holders to deliver the Exchanged Old Notes, by book entry transfer through the facilities of DTC, to U.S. Bank, National Association, in its capacity as trustee of the Old Notes (in such capacity, the “**Old Notes Trustee**”), for the account/benefit of the Company for cancellation as instructed in the Exchange/Subscription Procedures;
 - (ii) if participating in the Subscription only, transfer the Cash Purchase Price by wire in immediately available funds to the account of the Company designated in the Exchange/Subscription Procedures; and
 - (iii) if participating in both the Exchange and the Subscription:
 - A. deliver and/or cause the Exchanging Holders to deliver the Exchanged Old Notes, by book entry transfer through the facilities of DTC, to the Old Notes Trustee, for the account/benefit of the Company for cancellation as instructed in the Exchange/Subscription Procedures; and
 - B. transfer the Cash Purchase Price by wire in immediately available funds to the account of the Company designated in the Exchange/Subscription Procedures.
- c. On the Closing Date, subject to satisfaction of the conditions precedent specified in Section 7 hereof, and (1) the prior receipt by the Old Notes Trustee from each Exchanging Holder of the Exchanged Old Notes, if the Investor and/or any other Exchanging Holder is participating in the Exchange only pursuant to clause (b)(i) above, (2) the prior receipt by the Company of the Cash Purchase Price from the Investor on behalf of each Subscriber, if such Subscriber is participating in the Subscription only pursuant to clause (b)(ii) above, and (3) the prior receipt by the Old Notes Trustee from each Purchaser of the Exchanged Old Notes to be submitted for exchange by such Purchaser and the prior receipt by the Company of the Cash Purchase Price from such Purchaser if such Purchaser is participating in both the Exchange and the Subscription pursuant to clause (b)(iii) above:
- (i) the Company shall execute and deliver the Indenture, dated as of the Closing Date, between the Company and the New Notes Trustee;
 - (ii) the Company shall execute, cause the New Notes Trustee to authenticate and cause to be delivered to the DTC account(s) specified by the Investor or the relevant Account in Exhibit D hereto, the Exchanged New Notes (if the Investor and/or any Exchanging Holder is participating in the Exchange) and/or the Purchased New Notes (if the Investor and/or any Subscriber is participating in the Subscription), as the case may be; and
 - (iii) if the Investor and/or any Exchanging Holder is participating in the Exchange, the Company shall cause Equiniti Trust Company LLC, as transfer agent for the

Company, to deliver to the DTC account(s) specified by the Investor or the relevant Account in Exhibit D hereto, the Stock Consideration (if any).

All questions as to the form of all documents and the validity and acceptance of the Old Notes and the New Notes will be determined by the Company, in its sole discretion, which determination shall be final and binding.

5. Representations and Warranties of the Company. The Company represents and warrants to the Investor (and each Account, as applicable) that:
- a. *Organization*. The Company is duly organized and is validly existing under the laws of the State of Delaware.
 - b. *Due Authorization*. This Exchange/Subscription Agreement has been duly authorized, executed and delivered by the Company.
 - c. *New Notes*. The New Notes have been duly authorized by the Company and, when duly executed by the Company in accordance with the terms of the Indenture, assuming due authentication of the New Notes by the New Notes Trustee, upon delivery to the Investors in accordance with the terms of the Exchange and/or Subscription, as applicable, will be validly issued and delivered and will constitute valid and binding obligations of the Company entitled to the benefits of the Indenture, enforceable against the Company in accordance with their terms, except as such enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium, and other laws relating to or affecting creditors' rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law) (collectively, the "**Enforceability Exceptions**"). The maximum number of Underlying Shares initially issuable upon conversion of the New Notes (assuming settlement in shares of Stock to the maximum extent permitted by the Indenture and taking into account the maximum make-whole adjustment under the Indenture) have been duly and validly authorized and reserved for by the Company and, when issued upon conversion of the New Notes in accordance with the terms of the New Notes and the Indenture, will be validly issued, fully paid and non-assessable, and the issuance of any Underlying Shares will not be subject to any preemptive, participation, rights of first refusal or similar rights. At or prior to the Closing, a notice for the listing of additional shares covering the Underlying Shares shall have been submitted to the Nasdaq Global Select Market.
 - d. *Indenture*. The Company has all requisite corporate power and authority to perform its obligations under the Indenture. The Indenture has been duly authorized by the Company, and will have been duly executed and delivered by the Company on or prior to the Closing. Assuming due authorization, execution and delivery by the New Notes Trustee thereto, the Indenture, upon execution and delivery thereof by the Company, will constitute the valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, subject to the Enforceability Exceptions.
 - e. *Exemption from Registration*. Assuming the accuracy of the representations and warranties of the Investor and each other investor executing an Exchange/Subscription Agreement, (1) each of the issuance of the Exchanged New Notes and the Stock Consideration in connection with the Exchange and/or the issuance of the Purchased New Notes in connection with the Subscription, as the case may be, pursuant to this Exchange/Subscription Agreement is exempt from the registration requirements of the Securities Act; and (2) the Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended. Assuming the accuracy of the Investor's and each

Exchanging Holder's representations and warranties hereunder and compliance with the covenants of the Investor and each Exchanging Holder herein, the Stock Consideration (a) will be issued in the Exchange in reliance on the exemption from the registration requirements of the Securities Act pursuant to 4(a)(2) of the Securities Act and (b) when issued will be free of any restrictive legend or stop transfer instruction and will be freely tradable pursuant to Rule 144 promulgated under the Securities Act.

- f. *New Class.* The New Notes, when issued, will not be of the same class as securities listed on a national securities exchange registered under Section 6 of the Securities Exchange Act of 1934, as amended, or quoted in a U.S. automated inter-dealer quotation system, within the meaning of Rule 144A(d)(3)(i) under the Securities Act.
- g. *No Conflicts.* The issuance of the New Notes and the Stock Consideration pursuant to the Exchange/Subscription Agreements, the execution, delivery and performance, as applicable, by the Company of its obligations under the New Notes, the Indenture and each Exchange/Subscription Agreement, and the consummation of the transactions contemplated hereby and thereby, will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, impose any lien, charge or encumbrance upon any property or assets of the Company or its subsidiaries, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound, (ii) result in any violation of the provisions of the charter or by-laws or similar organizational document of the Company or any of its subsidiaries or (iii) result in any violation of any statute or any judgment, order, decree, rule or regulation of any court or arbitrator or federal, state, local or foreign governmental agency or regulatory authority having jurisdiction over the properties or assets of the Company or any of its subsidiaries or any of their properties or assets, except, with respect to clauses (i) and (iii), conflicts, breaches, violations, impositions or defaults that would not reasonably be expected to have a material adverse effect on the condition (financial or otherwise), results of operations, stockholders' equity, properties, business or prospects of the Company and its subsidiaries taken as a whole or a material adverse effect on the performance by the Company of its obligations under any Exchange/Subscription Agreement, the Old Notes Indenture, the Indenture or the New Notes or the consummation of any of the transactions contemplated hereby or thereby.
- h. *Stock Consideration.* The shares of Stock representing the Stock Consideration have been duly and validly authorized by the Company and, when issued to the Investors in accordance with the terms of the Exchange, will be validly issued, fully paid and non-assessable, and the issuance of any Stock Consideration will not be subject to any preemptive, participation, rights of first refusal or similar rights. Prior to the Closing, a notice for the listing of additional shares covering the Stock Consideration shall have been submitted to the Nasdaq Global Select Market.
- i. *Solvency.* On each of the date hereof and immediately after giving effect to the Exchange on the Closing Date, (A) the present fair market value (or present fair saleable value) of the total assets of Company is not less than the total amount required to pay the probable total liabilities (including contingent liabilities) of the Company as they mature and become absolute, (B) the capital of the Company is adequate to conduct its business and to enter into the Exchange, (C) the Company has the ability to pay its debts and obligations as such debts mature, and (D) the Company is not "insolvent" (as such term is defined under Section 101(32) of the U.S. Bankruptcy Code (Title 11 of the United States Code)).

- j. *Exchange*. The Company acknowledges that the terms of the Notes Transactions have been mutually negotiated between the parties.
6. Representations and Warranties of the Investor. The Investor hereby represents and warrants to and covenants with the Company, on behalf of itself and each Account, as applicable, that:
- a. The Investor is a corporation, limited partnership, limited liability company or other entity, as the case may be, duly formed, validly existing and in good standing under the laws of the jurisdiction of its formation.
 - b. If the Investor is participating in the Exchange, the Investor has all requisite corporate, limited partnership, limited liability company or other applicable entity power and authority to deliver, assign and transfer the Exchanged Old Notes in exchange for the Exchanged New Notes pursuant to this Agreement and to enter into this Exchange/Subscription Agreement and perform all obligations required to be performed by the Investor hereunder. This Agreement, when executed and delivered, has been duly authorized, executed and delivered by the Investor and constitutes the valid and binding obligation of the Investor and each Exchanging Holder, enforceable in accordance with its terms, except that such enforcement may be subject to the Enforceability Exceptions. If the Investor is executing this Exchange/Subscription Agreement on behalf of an Account, (i) the Investor has all requisite discretionary and contractual authority to enter into this Exchange/Subscription Agreement on behalf of, and, bind, each Account to the terms of this Agreement, (ii) Exhibit A hereto is a true, correct and complete list of (A) the name of each Exchanging Holder, and (B) the principal amount of each Exchanging Holder's Exchanged Old Notes and (iii) Exhibit B hereto is a true, correct and complete list of the name of each Subscriber and the aggregate principal amount of Purchased New Notes each such Subscriber agrees to purchase hereunder. This Exchange/Subscription Agreement constitutes a legal, valid and binding obligation of the Investor, enforceable against it in accordance with its terms, except that such enforcement may be subject to the Enforceability Exceptions.
 - c. Each Exchanging Holder participating in the Exchange is the current beneficial owner of the Exchanged Old Notes. When the Exchanged Old Notes are exchanged, the Company will acquire good, marketable and unencumbered title thereto, free and clear of all liens, restrictions, charges, encumbrances, adverse claims, rights or proxies. A holding period of at least six months has elapsed with respect to such Exchanged Old Notes within the meaning of Rule 144(d) under the Securities Act.
 - d. Participation in the Notes Transactions will not result in any violation of (1) any law, rule, regulation or governmental or judicial decrees, injunctions or orders binding on the Investor or any Account or any investment guideline or restriction applicable to the Investor (or, if applicable, any Account), (2) the charter or bylaws (or equivalent organizational documents) of the Investor (or, if applicable, any Account) or (3) any agreement or instrument to which the Investor or any Account is a party or by which the Investor or any Account or any of their respective assets are bound.
 - e. The Investor (or applicable Account) is a resident of the jurisdiction set forth in Exhibit D and, unless otherwise set out in Exhibit A or Exhibit B hereto, as applicable, is not acquiring the Exchanged New Notes or the Purchased New Notes as a nominee or agent or otherwise for any other person.

- f. The Investor and each Account will comply with all applicable laws and regulations in effect in any jurisdiction in which the Investor or such Account purchases or acquires pursuant to the Exchange or Subscription, as the case may be, or sells New Notes and will obtain any consent, approval or permission required for such purchases, acquisitions or sales under the laws and regulations of any jurisdiction to which the Investor or such Account is subject or in which the Investor or such Account makes such purchases, acquisitions or sales, and the Company shall not have any responsibility therefor.
- g. The Investor and each Account has received a copy of the Transaction Documents. The Investor acknowledges that: (1) no person has been authorized to give any information or to make any representation concerning the Notes Transactions or the Company or any of its subsidiaries, other than as contained in this Agreement or the Transaction Documents; and (2) the Company and its subsidiaries do not take any responsibility for, and cannot provide any assurance as to the reliability of, any other information that may have been provided to the Investor. The Investor hereby acknowledges that J. Wood Capital Advisors LLC (the "**Placement Agent**") does not take any responsibility for, and can provide no assurance as to the reliability of, the information set forth in the Transaction Documents or any such other information provided or deemed provided to the Investor by the Company.
- h. The Investor and each Account understands and accepts that acquiring the New Notes in the Notes Transactions involves risks, and each Exchanging Holder understands and accepts that acquiring the shares of Stock representing the Stock Consideration involves risks. The Investor and each Account has such knowledge, skill and experience in business, financial and investment matters that the Investor and each Account is capable of evaluating the merits and risks of the Notes Transactions and an investment in the New Notes and the shares of Stock representing the Stock Consideration, as applicable. With the assistance of its own professional advisors (to the extent the Investor and each Account has deemed appropriate), the Investor and each Account has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the New Notes, the shares of Stock representing the Stock Consideration, as applicable, and the consequences of the Notes Transactions and this Agreement. The Investor and each Account has considered the suitability of the New Notes and the shares of Stock representing the Stock Consideration, as applicable, as an investment in light of its own circumstances and financial condition, and the Investor is and each Account is able to bear the risks associated with an investment in the New Notes and the shares of Stock representing the Stock Consideration, as applicable. The Investor and each Account understands that it should consult with its own tax advisors in order to determine the U.S. federal, state and local tax consequences of the Exchange (if participating in the Exchange) as well as the ownership and disposition of the New Notes and the shares of Stock representing the Stock Consideration, as applicable, in light of the Investor's and each Account's particular circumstances.
- i. The Investor confirms that neither it nor any Account is relying on any communication (written or oral) of the Company or the Placement Agent or any of their respective agents or affiliates as investment advice or as a recommendation to participate in the Notes Transactions and receive the New Notes and the shares of Stock representing the Stock Consideration, as applicable, pursuant to the terms hereof. The Investor confirms that it has read the Indenture relating to the New Notes and has not relied on any statement (written or oral) of the Company, the Placement Agent or any of their respective affiliates as to the terms of the New Notes and the shares of Stock representing the Stock Consideration, as applicable. It is understood that information provided in the Transaction Documents, or by the Company or the Placement Agent or any of their respective agents

or affiliates, shall not be considered investment advice or a recommendation with respect to the Notes Transactions, and that none of the Company, the Placement Agent or any of their respective agents or affiliates is acting or has acted as an advisor to the Investor or any Account in deciding whether to participate in the Notes Transactions.

- j. The Investor confirms, for itself and for each Account, that neither the Company nor the Placement Agent have (1) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the New Notes; or (2) made any representation to the Investor regarding the legality of an investment in the New Notes under applicable investment guidelines, laws or regulations. In deciding to participate in the Notes Transactions, neither the Investor nor any Account is relying on the advice or recommendations of the Company or the Placement Agent, and the Investor and each Account has made its own independent decision that the investment in the New Notes is suitable and appropriate for the Investor or such Account.
- k. The Investor and each Account is a sophisticated participant in the transactions contemplated hereby and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the New Notes and the shares of Stock representing the Stock Consideration, as applicable, is experienced in investing in capital markets and is able to bear the economic risk of an investment in the New Notes and the shares of Stock representing the Stock Consideration, as applicable. The Investor and each Account is familiar with the business and financial condition and operations of the Company and its subsidiaries and has conducted its own investigation of the Company and its subsidiaries and the New Notes and the shares of Stock representing the Stock Consideration, as applicable, and has consulted with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby. The Investor and each Account has had access to the Company filings with the Securities and Exchange Commission and such other information concerning the Company and its subsidiaries and the New Notes and the shares of Stock representing the Stock Consideration, as applicable, as it deems necessary to enable it to make an informed investment decision concerning the Notes Transactions. The Investor and each Account has been offered the opportunity to ask questions of the Company and its representatives and has received answers thereto as the Investor or such Account deems necessary to enable it to make an informed investment decision concerning the Notes Transactions and the New Notes and the shares of Stock representing the Stock Consideration, as applicable. Neither such inquiries nor any other due diligence investigations conducted by such Investor or its advisors, or its representatives shall modify, amend or affect such Investor's right to rely on the Company's representations and warranties contained herein.
- l. The Investor and each Account understands that no federal, state, local or foreign agency has passed upon the merits or risks of an investment in the New Notes or made any finding or determination concerning the fairness, advisability or consequences of such investment.
- m. The Investor and each Account is an institutional "accredited investor" as defined in Rule 501 of Regulation D under the Securities Act as well as a "qualified institutional buyer" as defined in Rule 144A under the Securities Act. The Investor, for itself and on behalf of each Account, agrees to furnish any additional information reasonably requested by the Company or any of their affiliates to assure compliance with applicable U.S. federal and state securities laws in connection with the Notes Transactions.

- n. The Investor and each Account is not directly, or indirectly through one or more intermediaries, controlling or controlled by, or under direct or indirect common control with, the Company and is not, and has not been for the immediately preceding three months, an “affiliate” (within the meaning of Rule 144 under the Securities Act) of the Company.
- o. The Investor and each Account is acquiring the New Notes solely for the Investor’s or such Account’s own beneficial account, or for an account with respect to which the Investor or such Account exercises sole investment discretion, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the New Notes. The Investor and each Account understands that the offer and sale of the New Notes have not been registered under the Securities Act or any state securities laws by reason of specific exemptions under the provisions thereof that depend in part upon the investment intent of the Investor or each Account and the accuracy of the other representations made by the Investor and each Account in this Agreement. Each Exchanging Holder and each Account is acquiring the shares of Stock representing the Stock Consideration solely for the Investor’s or such Account’s own beneficial account, or for an account with respect to which the Investor or such Account exercises sole investment discretion, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the shares of Stock representing the Stock Consideration. The Investor and each Account understands that the offer and sale of the shares of Stock representing the Stock Consideration have not been registered under the Securities Act or any state securities laws by reason of specific exemptions under the provisions thereof that depend in part upon the investment intent of the Investor or each Account and the accuracy of the other representations made by the Investor and each Account in this Agreement
- p. The Investor and each Account understands that the Company is relying upon the representations and agreements contained in this Agreement (and any supplemental information) for the purpose of determining whether the Investor’s and such Account’s participation in the Notes Transactions meets the requirements for the exemptions referenced in clause 6.0 above and to issue the shares of Stock representing the Stock Consideration without legends as set forth herein. In addition, the Investor and each Account acknowledges and agrees that any hedging transactions engaged in by the Investor or such Account after such Investor or Account was wall crossed and prior to the Closing in connection with the issuance and sale of the New Notes have been and will be conducted in compliance with the Securities Act and the rules and regulations promulgated thereunder.
- q. The Investor and each Account acknowledges that neither the New Notes, nor the Underlying Shares have been registered under the Securities Act. As a result, the New Notes, and if converted to Underlying Shares, the Underlying Shares, may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act as described in the Indenture (including, but not limited to, Section 2.05 thereof), and the Investor, for itself and on behalf of each Account, hereby agrees that neither it nor any Account will sell the New Notes, nor the Underlying Shares other than in compliance with such transfer restrictions. Further, the Investor and each Account acknowledges that (1) the New Notes and, if converted to the Underlying Shares, the Underlying Shares, will carry a restrictive legend and (2) the New Notes will be designated with a restricted CUSIP number, in each case until such time as the restrictive legend can be removed in the Company’s reasonable judgment.

- r. The Investor and each Account acknowledges that the terms of the Notes Transactions have been mutually negotiated between the Investor (for itself and on behalf of each Account), and the Company. The Investor was given a meaningful opportunity to negotiate the terms of the Notes Transactions on behalf of itself and each Account.
- s. The Investor and each Account acknowledges the Company intends to pay an advisory fee to the Placement Agent.
- t. The Investor will, for itself and on behalf of each Account, upon request, execute and deliver any additional documents, information or certifications reasonably requested by the Company, the Old Notes Trustee or the New Notes Trustee to complete the Notes Transactions.
- u. The Investor and each Account understands that, unless the Investor notifies the Company in writing to the contrary prior to the Closing, each of the Investor's representations and warranties contained in this Agreement will be deemed to have been reaffirmed and confirmed as of the Closing, taking into account all information received by the Investor.
- v. The participation in the Notes Transactions by any Exchanging Holder was not conditioned by the Company on such Exchanging Holders' exchange of a minimum principal amount of Exchanged Old Notes. No Subscriber's participation in the Notes Transactions was conditioned upon a minimum aggregate principal amount of New Notes issued for cash in the Subscription.
- w. The Investor acknowledges that it and each Account had a sufficient amount of time to consider whether to participate in the Notes Transactions and that neither the Company nor the Placement Agent has placed any pressure on the Investor or any Account to respond to the opportunity to participate in the Notes Transactions. The Investor acknowledges that neither it nor any Account became aware of the Notes Transactions through any form of general solicitation or advertising within the meaning of Rule 502 under the Securities Act.
- x. The operations of the Investor and each Account have been conducted in material compliance with the rules and regulations administered or conducted by the U.S. Department of Treasury Office of Foreign Assets Control ("**OFAC**"), the rules and regulations of the Foreign Corrupt Practices Act ("**FCPA**") and the Anti-Money Laundering ("**AML**") rules in the Bank Secrecy Act applicable to the Investor. The Investor has performed due diligence necessary to reasonably determine that its (or, where applicable, any Account's) beneficial owners are not named on the lists of denied parties or blocked persons administered by OFAC, resident in or organized under the laws of a country that is the subject of comprehensive economic sanctions and embargoes administered or conducted by OFAC ("**Sanctions**"), are not otherwise the subject of Sanctions and have not been found to be in violation or under suspicion of violating OFAC, FCPA or AML rules and regulations.
- y. The Investor and each Account acknowledges and agrees that the Placement Agent has not acted as a financial advisor or fiduciary to the Investor or such Account and that the Placement Agent and its respective directors, officers, employees, representatives and controlling persons have no responsibility for making, and have not made, any independent investigation of the information contained herein or in the Company's

Securities and Exchange Commission filings and make no representation or warranty to the Investor or such Account, express or implied, with respect to the Company or the Notes Transactions or the accuracy, completeness or adequacy of the information provided to the Investor or the Account or any other publicly available information, nor will any of the foregoing persons be liable for any loss or damages of any kind resulting from the use of the information contained therein or otherwise supplied to the Investor or such Account.

- z. The Investor and each Account acknowledges and agrees that no public market exists for the New Notes and that there is no assurance that a public market will ever develop for the New Notes.
7. Conditions to Obligations of the Investor and the Company. The obligations of the Investor to deliver, or to cause the Accounts to deliver, the Exchanged Old Notes (if applicable) and the Cash Purchase Price (if applicable) and of the Company to deliver the New Notes are subject to the satisfaction at or prior to the Closing of the condition precedent that the representations and warranties of the Company on the one hand, and of the Investor on the other contained in Sections 5 and 6, respectively, shall be true and correct as of the Closing in all material respects with the same effect as though such representations and warranties had been made as of the Closing.
8. Covenant and Acknowledgment of the Company. The Company hereby agrees to publicly disclose at or prior to 9:00 a.m., New York City time (the "**Release Time**"), on the first business day after the date hereof, the Notes Transactions as contemplated by this Exchange/Subscription Agreement in a press release or through the filing of a Current Report on Form 8-K. The Company hereby acknowledges and agrees that as of the Release Time the Company will disclose all confidential information to the extent the Company believes such confidential information constitutes material non-public information, if any, with respect to the Notes Transactions or that was otherwise communicated by the Company to the Investor or any Account in connection with the Notes Transactions. For the avoidance of doubt, the Company may be aware of material non-public information regarding the Company at the time of Closing that has not been communicated to the Investor or any Account. The Company will, no later than the first business day following the Closing, file a Current Report on Form 8-K publicly disclosing the closing of the Notes Transactions as contemplated by this Exchange/Subscription Agreement.
9. Covenant of the Investor. No later than one (1) business day after the date hereof, the Investor agrees to deliver settlement instructions for each Purchaser to the Company substantially in the form of Exhibit D hereto.
10. Waiver, Amendment. Neither this Agreement nor any provisions hereof shall be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge or termination is sought.
11. Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or the Investor without the prior written consent of the other party.
12. Withholding; Required Tax Forms. The Investor (or Account(s) of such Investor, if applicable) shall deliver to the Company, at least one (1) business day prior to the Closing, an accurately completed and duly executed IRS Form W-9 or IRS Form W-8BEN, W-8BEN-E, W-8IMY or W-8ECI, as applicable (or any successor form) as described in Exhibit E. The Investor (or Account(s) of such Investor, if applicable) acknowledges that, if the Investor (or Account(s) of such Investor, if applicable) (i) is a "United States person" (as defined in Section 7701(a) of the

Internal Revenue Code of 1986, as amended (the “Code”), then the Company must be provided with an accurately completed and duly executed IRS Form W-9 that includes a correct taxpayer identification number (generally, a person’s social security number or federal employer identification number) or (ii) is not a “United States person” (as defined in Section 7701(a) of the Code) (a “**Non-U.S. Holder**”), then the Company must be provided with an accurately completed and duly executed IRS Form W-8BEN, W-8BEN-E, W-8IMY or W-8ECI, as applicable (or any successor form), establishing an exemption from or a reduction in U.S. federal withholding. The Investor (or Account(s) of such Investor, if applicable) further acknowledges that any Investor (or Account(s) of such Investor, if applicable) may be subject to 30% U.S. federal withholding or 24% U.S. federal backup withholding on certain payments or deliveries made to such Investor (or Account(s) of such Investor, if applicable) unless such Investor (or Account(s) of such Investor, if applicable) properly establishes an exemption from, or a reduced rate of, such withholding or backup withholding. Any forms required to be delivered to the Company pursuant to this Section 12 shall be delivered in accordance with Section 20; provided that such communication shall be made via electronic mail.

13. Waiver of Jury Trial. EACH OF THE COMPANY AND THE INVESTOR (FOR ITSELF AND, IF APPLICABLE, ON BEHALF OF EACH ACCOUNT) IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS EXCHANGE/SUBSCRIPTION AGREEMENT.
14. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.
15. Submission to Jurisdiction. Each of the Company and the Investor (for itself and, if applicable, on behalf of each Account) (a) agrees that any legal suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted exclusively in the courts of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York; (b) waives any objection that it may now or hereafter have to the venue of any such suit, action or proceeding; and (c) irrevocably consents to the jurisdiction of the aforesaid courts in any such suit, action or proceeding. Each of the Company and the Investor (for itself and, if applicable, on behalf of each Account) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
16. Venue. Each of the Company and the Investor (for itself and, if applicable, on behalf of each Account) irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in Section 15. Each of the Company and the Investor (for itself and, if applicable, on behalf of each Account) irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.
17. Service of Process. Each of the Company and the Investor (for itself and, if applicable, on behalf of each Account) irrevocably consents to service of process in the manner provided for notices in Section 20. Nothing in this Exchange/Subscription Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.
18. Section and Other Headings. The section and other headings contained in this Exchange/Subscription Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Exchange/Subscription Agreement.

19. Counterparts. This Agreement may be executed, either manually or by way of a digital signature provided by DocuSign (or similar digital signature provider), by one or more of the parties hereto in any number of separate counterparts (including by facsimile or other electronic means, including telecopy, email or otherwise), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Exchange/Subscription Agreement (whether executed manually or by way of a digital signature as described herein this Section 19) by facsimile or other transmission (e.g., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart hereof.
20. Notices. All notices and other communications to the Company provided for herein shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid to the following addresses or pursuant to the following email addresses, or, in the case of the Investor or any Account, the address provided in Exhibit D (or such other address as either party shall have specified by notice in writing to the other):

If to the Company:

MACOM Technology Solutions Holdings, Inc.
100 Chelmsford Street
Lowell, Massachusetts 01851

21. Binding Effect. The provisions of this Exchange/Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.
22. Notification of Changes. The Investor (for itself and, if applicable, on behalf of each Account) hereby covenants and agrees to notify the Company upon the occurrence of any event prior to the Closing that would cause any representation, warranty, or covenant of the Investor (and/or such Account) contained in this Agreement to be false or incorrect in any material respect.
23. Reliance by Placement Agent. The Placement Agent may rely on each representation and warranty of the Company and the Investor made herein or pursuant to the terms hereof (including, without limitation, in any officer's certificate delivered pursuant to the terms hereof) with the same force and effect as if such representation or warranty were made directly to the Placement Agent. The Placement Agent shall be a third party beneficiary to this Exchange/Subscription Agreement to the extent provided in this Section 23.
24. Severability. If any term or provision (in whole or in part) of this Exchange/Subscription Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Exchange/Subscription Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Investor (for itself and, if applicable, on behalf of each Account) has executed this Exchange/Subscription Agreement as of the date first written above.

Legal Name of Executing Investor:

By

Name:

Title:

Legal Name:

[Signature Page to Exchange/Subscription Agreement]

ACCEPTED AND AGREED:

**MACOM Technology Solutions
Holdings, Inc.**

By _____
Name:
Title:

[Signature Page to Exchange/Subscription Agreement]

EXHIBIT A: FOR THE EXCHANGE

<u>Name of Exchanging Holder (i.e., Beneficial Owner)</u>	<u>Aggregate Principal Amount of Exchanged Old Notes</u>	<u>Aggregate Principal Amount of Exchanged New Notes</u>	<u>Stock Consideration</u>
	\$	\$	
Total:	\$	\$	

EXHIBIT B: FOR THE SUBSCRIPTION

Participating Accounts, Allocation of Aggregate Principal Amount of Purchased New Notes and Cash Purchase Price:

<u>Name of Subscriber</u>	<u>Purchased New Notes</u>	<u>Cash Purchase Price</u>
	\$	\$
Total:	\$	\$

EXHIBIT C TO THE EXCHANGE/SUBSCRIPTION AGREEMENT

NOTICE OF EXCHANGE/SUBSCRIPTION PROCEDURES

Attached are Exchange/Subscription Procedures for the settlement of the exchange and/or subscription for MACOM Technology Solutions Holdings, Inc. (the "**Company**") 0.00% Convertible Senior Notes due 2029 (the "**New Notes**") pursuant to the Exchange/Subscription Agreement, dated as of December 12, 2024, between you and the Company which is expected to occur on or about December 19, 2024. To ensure timely settlement, please follow the instructions for exchanging your 0.250% Convertible Senior Notes due 2026 (the "**Old Notes**") (if applicable) and/or subscribing for New Notes (if applicable) as set forth on the following page.

These instructions supersede any prior instructions you received. Your failure to comply with the attached instructions may delay your receipt of the New Notes.

If you have any questions, please contact [●] at [●].

Thank you.

OPTION A – EXCHANGING OLD NOTES FOR NEW NOTES AND/OR STOCK CONSIDERATION ONLY

Delivery of Old Notes

You must direct the eligible DTC participant through which you hold a beneficial interest in the Old Notes to post on **December 19, 2024, no later than 9:00 a.m., New York City time**, one-sided withdrawal instructions through DTC via DWAC, the aggregate principal amount¹ of Exchanged Old Notes (CUSIP 55405Y AB6/ISIN: US55405YAB65) set forth in column 2 of Exhibit A (“**Aggregate Principal Amount of Exchanged Old Notes**”) of the Exchange/Subscription Agreement.

It is important that this instruction be submitted and the DWAC posted on December 19, 2024, no later than 9:00 a.m., New York City time.

To receive New Notes and/or Stock Consideration

You must direct your eligible DTC participant through which you wish to hold a beneficial interest in the New Notes and Share Consideration (if applicable) to post and accept on December 19, 2024, **no later than 9:00 a.m., New York City time**, a one-sided deposit instruction through DTC via DWAC for the aggregate principal amount² of Exchanged New Notes (CUSIP/ISIN #: 55405Y AC4/US55405YAC49) set forth in column 3 of Exhibit A (“**Aggregate Principal Amount of Exchanged New Notes**”) of the Exchange/Subscription Agreement.

It is important that this instruction be submitted and the DWAC December 19, 2024, no later than 9:00 a.m., New York City time. You must complete BOTH steps described above in order to complete the exchange of Old Notes for New Notes.

¹ specify the principal amount, not the number, of Exchanged Old Notes.

² Note that the DWAC instruction should specify the principal amount, not the number, of New Notes.

¹ Note that the DWAC instruction should

OPTION B – PURCHASING NEW NOTES ONLY (WITHOUT AN EXCHANGE OF OLD NOTES)

To receive New Notes

You must **BOTH**:

1. Direct your eligible DTC participant through which you wish to hold a beneficial interest in the New Notes to post and accept on December 19, 2024, **no later than 9:00 a.m., New York City time**, a one-sided deposit instruction through DTC via DWAC for the aggregate principal amount of New Notes (CUSIP/ISIN #: 55405Y AC4/US55405YAC49) set forth in column 2 of Exhibit B (“**Purchased New Notes**”) of the Exchange/Subscription Agreement.

It is important that this instruction be submitted and the DWAC posted on December 19, 2024, no later than 9:00 a.m., New York City time.

AND

2. **No later than 3:00 p.m., New York City time, on December 19, 2024**, you must pay the Cash Purchase Price set forth in column 3 of Exhibit B⁴ (“**Cash Purchase Price**”) of the Exchange/Subscription Agreement by wire transfer in immediately available funds to the following account of the Company:

ABA Routing Number: [•]
Beneficiary Account Name: [•]
SWIFT Code: [•]
Beneficiary Account Number: [•]

⁴ The Cash Purchase Price is the amount of cash that you must wire to the Company in connection with your purchase of New Notes.

⁵ Company to provide wire instructions.

OPTION C – EXCHANGING OLD NOTES FOR NEW NOTES AND PURCHASING NEW NOTES

For **that portion** of New Notes being acquired by means of an exchange for Old Notes, you must follow the steps outlined in Option A above.

For **that portion** of New Notes you are acquiring in addition to those acquired pursuant to Option A above, you must follow the steps outlined in Option B above.

SETTLEMENT

On December 19, 2024, after the Company receives your Old Notes (if applicable) and/or your Cash Purchase Price (if applicable) and your delivery instructions as set forth below, and subject to the satisfaction of the conditions to closing as set forth in your Exchange/Subscription Agreement, the Company will deliver your New Notes in accordance with the delivery instructions set forth above.

EXHIBIT D TO THE EXCHANGE/SUBSCRIPTION AGREEMENT

Purchaser Settlement Details

These settlement instructions are to be delivered to the Company for each Purchaser no later than one (1) business day after the date of the Exchange/Subscription Agreement.

Name of Purchaser: _____

Purchaser Address:

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Telephone: __

Email Address: _____

Country of Residence: _____

Taxpayer Identification Number: _____

If Purchaser is an Exchanging Holder:

Exchanged Old Notes

DTC Participant Number: __

DTC Participant Name: __

DTC Participant Phone Number:

DTC Participant Contact Email: __

FFC Account #: __

Account # at Bank/Broker: __

Exchanged New Notes (if different from Exchanged Old Notes)

DTC Participant Number:

DTC Participant Name:

DTC Participant Phone Number:

DTC Participant Contact Email:

FFC Account #:

Account # at Bank/Broker:

If Purchaser is a Subscriber:

DTC Participant Information for Delivery of Purchased New Notes

DTC Participant Number:

DTC Participant Name:

DTC Participant Phone Number:

DTC Participant Contact Email:

FFC Account #:

Account # at Bank/Broker:

EXHIBIT E

Tax Matters

The Company intends to treat the Exchange as a “recapitalization” within the meaning of Section 368(a)(1)(E) of the Code and to report in accordance with such treatment.

Backup Withholding Tax

Under U.S. federal income tax law, an Investor (or Account(s) of such Investor, if applicable) generally must provide such Investor’s (or that of the Account(s) of such Investor, if applicable) correct taxpayer identification number (“**TIN**”) on IRS Form W-9 or otherwise establish a basis for exemption from backup withholding. A TIN is generally an individual holder’s social security number or an Investor’s (or that of the Account(s) of such Investor, if applicable) employer identification number. If the correct TIN is not provided, the Investor (or Account(s) of such Investor, if applicable) may be subject to penalties imposed by the IRS. In addition, certain payments made to holders may be subject to U.S. backup withholding tax (currently set at 24% of the payment). If an Investor (or Account(s) of such Investor, if applicable) is required to provide a TIN but does not have a TIN, the Investor (or Account(s) of such Investor, if applicable) should consult its tax advisor regarding how to obtain a TIN. Certain holders are not subject to these backup withholding and reporting requirements. A Non-U.S. Holder may be required to comply with certain certification procedures to establish that the holder is not a “United States person” (as defined in Section 7701(a) of the Code) in order to avoid backup withholding. U.S. backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a refund or credit against that holder’s U.S. federal income tax liability, provided that the required information is timely furnished to the IRS. In certain circumstances, information returns may be filed with the IRS. Copies of these information returns may also be made available under the provisions of a specific treaty or agreement to the tax authorities of the country in which the Non-U.S. Holder resides. Investors (or Account(s) of such Investors, if applicable) are urged to consult their tax advisors regarding how to complete the appropriate forms and to determine whether they are exempt from backup withholding or other withholding taxes.

Portfolio Interest Exemption (for Investors (or Account(s) of such Investors, if applicable) That Are Not U.S. Persons for U.S. Federal Income Tax Purposes)

Under U.S. federal income tax law, an Investor (or Account(s) of such Investor, if applicable) that is otherwise not eligible to provide an IRS Form W-9 may claim an exemption from U.S. withholding tax on payments or deliveries attributable to accrued and unpaid interest. Any Investor (or Account(s) of such Investor, if applicable) that claims such an exemption under the so-called “portfolio interest exemption” is hereby deemed to represent and certify (along with providing the applicable IRS Form W-8BEN or W-8BEN-E or W-8IMY) as set forth in Paragraph C below. However, if the Investor (or Account(s) of such Investor, if applicable) is an intermediary, a foreign partnership or other flow-through entity, then the following adjustments will be made:

- A. The following representation will be provided as applied to the Investor (or Account(s) of such Investor, if applicable):
- record ownership under Clause 1 of Paragraph C below, and
 - the status in Clause 2 of Paragraph C below.
- B. The following representations will be provided as applied to the partners, members or beneficial owners claiming the portfolio interest exemption:
- beneficial ownership under Clause 1 of Paragraph C below,
 - the status in Clause 2 of Paragraph C below,

- the status in Clause 3 of Paragraph C below, and
- the status in Clause 4 of Paragraph C below.

C. The following representation will be provided as applied to the Investor (or Account(s) of such Investor, if applicable) as well as the partners, members or beneficial owners claiming the portfolio interest exemption:

1. It is the sole record and beneficial owner of the Old Notes in respect of which it is providing this certification.
2. It is not a "bank" (within the meaning of Section 881(c)(3)(A) of the Code).
3. It is not a "10-percent shareholder" of the Company (within the meaning of Section 881(c)(3)(B) or Section 871(h)(3)(B) of the Code).
4. It is not a "controlled foreign corporation" (as such term is described in Section 881(c)(3)(C) of the Code) related to the Company (within the meaning of Section 864(d)(4) of the Code).

MACOM Refinances Approximately 65% of Existing Convertible Notes with New Notes at 0% Coupon and 27.5% Conversion Premium

LOWELL, MA, December 13, 2024 - MACOM Technology Solutions Holdings, Inc. (“MACOM” or the “Company”) (Nasdaq: MTSI), a leading supplier of semiconductor products, today announced that it has entered into separate, privately negotiated exchange and subscription agreements with a limited number of holders of its 0.25% convertible senior notes due 2026 (the “Existing Convertible Notes”) in each case pursuant to exemptions from registration under the Securities Act of 1933, as amended (the “Securities Act”). Pursuant to the Exchange and Subscription Agreements, the Company will exchange approximately \$288.8 million in aggregate principal amount of the Existing Convertible Notes for approximately \$257.7 million in aggregate principal amount of new 0.000% convertible senior notes due 2029 (the “New Convertible Notes”) and approximately 1.6 million shares of the Company’s common stock, par value \$0.001 per share (“Common Stock” and, such exchanges, collectively, the “Exchange”). The Company will issue approximately \$86.6 million in aggregate principal amount of New Convertible Notes in a private placement to certain investors (the “Subscription” and, together with the Exchange, the “Transactions”).

MACOM expects the Transactions to have a neutral impact on its pro forma net leverage resulting in an increase of its cash balance by \$61.7 million, after fees and transaction expenses, and an increase of its debt balance by \$55.5 million.

The Transactions are expected to close concurrently on or about December 19, 2024, subject to customary closing conditions. The issuance of the New Convertible Notes will occur pursuant to an indenture related to the New Convertible Notes, to be dated on or around December 19, 2024, between the Company and U.S. Bank National Association, as trustee.

The offer and sale of the New Convertible Notes and Common Stock, including Common Stock issuable upon conversion, if any, are not being registered under the Securities Act, or any state securities laws. The New Convertible Notes and Common Stock, including Common Stock issuable upon conversion, if any, may not be offered or sold in the United States except pursuant to an exemption from the registration requirements of the Securities Act and any applicable state securities laws.

This press release does not constitute an offer to sell or a solicitation of an offer to buy the securities described herein, nor shall there be any sale of these securities, in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the laws of such jurisdiction.

J. Wood Capital Advisors LLC and Barclays Capital Inc. acted as MACOM's financial advisors in connection with the Transactions.

About MACOM

MACOM designs and manufactures high-performance semiconductor products for the Industrial and Defense, Data Center and Telecommunications industries. MACOM services over 6,000 customers annually with a broad product portfolio that incorporates RF, Microwave, Analog and Mixed Signal and Optical semiconductor technologies. MACOM has achieved certification to the IATF16949 automotive standard, the AS9100D aerospace standard, the ISO9001 international quality standard and the ISO14001 environmental management standard. MACOM operates facilities across the United States, Europe, Asia and is headquartered in Lowell, Massachusetts.

Special Note Regarding Forward-Looking Statements

This press release contains forward-looking statements. These forward-looking statements include, among others, statements about the expected use of proceeds from the Subscription, the expected impact of the Transactions on MACOM's pro forma net leverage and the timing of the closing of the Transactions.

These forward-looking statements reflect MACOM's current views about future events and are subject to risks, uncertainties, assumptions and changes in circumstances that may cause those events or our actual activities or results to differ materially from those indicated by the forward-looking statements, including our ability to develop new products and achieve market acceptance of those products; component shortages or other disruptions in our supply chain, including as a result of geopolitical unrest or otherwise; inflationary pressures; any failure to accurately anticipate demand for our products and effectively manage our inventory; our dependence on a limited number of customers; risks related to any weakening of economic conditions; our ability to compete effectively; and those other factors described in "Risk Factors" in MACOM's filings with the Securities and Exchange Commission ("SEC"), including its Annual Report on Form 10-K, its Quarterly Reports on Form 10-Q and other filings with the SEC. These forward-looking statements speak only as of the date of this press release, and MACOM undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

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