
**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 11, 2013

M/A-COM 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))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Resignation of Conrad Gagnon

On December 14, 2013, M/A-COM Technology Solutions Holdings, Inc. (the “Company”) and its subsidiary, M/A-COM Technology Solutions Inc., entered into a Transition Agreement with Conrad Gagnon (the “Transition Agreement”), pursuant to which Mr. Gagnon resigned as Senior Vice President and Chief Financial Officer of the Company, effective as of January 2, 2014, and will remain employed with the Company in order to assist in the transition of his duties through April 1, 2014, or such earlier date that the Company elects to terminate this employment relationship (the “Termination Date”). Pursuant to the Transition Agreement, among other things, Mr. Gagnon will be entitled to (i) severance pay for twelve months following the Termination Date, (ii) a pro rated bonus under the Company’s cash incentive plan for the first half of fiscal year 2014, (iii) reimbursement of premiums for COBRA health benefits for up to twelve months following the Termination Date, and (iv) acceleration of vesting of 39,119 restricted stock units.

The foregoing summary of the Transition Agreement does not purport to be complete and is subject to, and qualified in its entirety by, reference to the full text of the Transition Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K, and is incorporated herein by reference.

Appointment of Robert McMullan

Effective January 2, 2014, Robert McMullan was appointed as Senior Vice President and Chief Financial Officer of the Company.

Prior to joining the Company, Mr. McMullan, 59, was founder and Chief Executive Officer of Sands Point Associates, LLC, an M&A advisory, fund raising and operations consulting company, since January 2011. From December 2010 to August 2011, he served as Chief Executive Officer of FA Holding, Inc., holding company of First Allied Securities, Inc., a full-service independent broker/dealer. From May 2010 to November 2010, Mr. McMullan served as Chief Financial Officer and Chief Operating Officer of Partsearch Technologies, Inc., an ecommerce electronics replacement parts company. From June 2005 to September 2009, Mr. McMullan was Chief Executive Officer of Control Point Solutions, Inc. (which was acquired by HCL Technologies, Ltd. in September 2008), a provider of voice, data and wireless telecommunications expense management services. Prior to joining Control Point Solutions, Inc., Mr. McMullan served as Chief Financial Officer of various public companies, including Conexant Systems, Inc., GlobespanVirata, Inc. and The BISYS Group, Inc.

The Company entered into an offer letter of employment dated December 11, 2013 with Mr. McMullan (the “Offer Letter”). The Offer Letter provides that Mr. McMullan will receive an annual base salary of \$310,000. Mr. McMullan will also be eligible to participate in the Company’s bonus plan based on achievement of Company and/or individual performance targets determined by the Board of Directors, with a target bonus of 50% of his annual base salary with a possible maximum payout of up to 100% of his annual base salary. He will also be entitled to participate in all employee benefit plans and programs generally available to the Company’s executives. He is also entitled to receive relocation benefits from the Company of up to \$200,000.

Upon commencement of employment with the Company, Mr. McMullan will be granted a restricted stock unit award under the Company’s 2012 Omnibus Incentive Plan with a grant date aggregate dollar value of approximately \$560,000. The restricted stock unit award is subject to vesting restrictions lapsing in various annual increments through 2017 subject to Mr. McMullan’s continued employment with the Company through each vesting date.

The foregoing summary of the Offer Letter does not purport to be complete and is subject to, and qualified in its entirety by, reference to the full text of the Offer Letter, a copy of which is filed as Exhibit 10.2 to this Current Report on Form 8-K, and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

<u>Exhibit No.</u>	<u>Description</u>
10.1	Transition Agreement, dated December 14, 2013, among Conrad Gagnon, M/A-COM Technology Solutions Holdings, Inc. and M/A-COM Technology Solutions Inc.
10.2	Offer of Employment to Robert McMullan, dated December 11, 2013.

SIGNATURES

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.

M/A-COM TECHNOLOGY SOLUTIONS HOLDINGS, INC.

Dated: December 16, 2013

By: /s/ John Croteau

John Croteau

President and Chief Executive Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
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10.2	Offer of Employment to Robert McMullan, dated December 11, 2013.

TRANSITION AGREEMENT

This Transition Agreement (hereinafter "Agreement") is entered into by and between Conrad Gagnon (hereinafter "Employee," "I" or "me") and M/A-COM Technology Solutions Inc. (hereinafter "Company"). Company's parent, M/A-COM Technology Solutions Holdings, Inc., a Delaware corporation ("Parent"), has also executed this Agreement and is subject to the obligations undertaken by Parent as set forth in this Agreement and is a beneficiary of the promises of Employee contained herein. For the consideration described herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

A. Employee has elected to resign from his position as Senior Vice President and Chief Financial Officer of the Company and Parent, and from all other positions and officer titles he may hold with Parent and with any direct or indirect subsidiary of Parent, in each case effective as of January 2, 2014 (the "Transition Date"). Company has requested that Employee remain employed by Company on an at-will basis through April 1, 2014, in order to assist with the transition of his duties (such date, or any earlier date at which the Company elects to terminate this employment relationship, is hereinafter referred to as the "Termination Date"). On the Termination Date, Employee will become entitled to receive any accrued and unpaid salary, expense reimbursement and accrued and unused vacation amounts due to Employee through the Termination Date, payable in accordance with and subject to the Company's normal policies and procedures, including normal withholding, and applicable law.

B. Beginning on the Transition Date, Employee will remain employed on an at-will basis at his current salary through the Termination Date, and during that time shall be limited to complying with this Agreement, the ECIA (as defined below), and the Company's written policies, as well as assisting with the transition of his former duties and authority as and to the extent reasonably requested by the President and Chief Executive Officer of the Company. Employee will not be required to be present at the Company's Lowell, MA headquarters for any minimum number of hours per business day during this period.

C. Employee's entitlement to the payments and benefits described in paragraph D. of this Agreement is subject to and conditioned upon Employee's timely execution, without subsequent revocation, of a release of claims in the form attached to this Agreement as Appendix A (the "Release"), and Employee's continuous compliance with the terms of this Agreement. To be timely, the Release must become effective (i.e., Employee must sign it and any revocation period must expire without Employee revoking the Release) within twenty-nine (29) days after the Termination Date. If the Release becomes effective within such time period, for purposes of paragraph D., the "Release Effective Date" will be the twenty-ninth (29th) day after the Termination Date. If the Release does not become effective within such time period, then Employee shall not be entitled to any of the payments or benefits under paragraph D. Employee and Company have previously entered into a letter agreement dated as of May 1, 2009, setting forth the terms and conditions of Employee's employment with the Company ("Offer Letter"), Paragraph 4 of which makes provision in certain circumstances for severance benefits to be

provided to Employee in exchange for a release of claims. Company and Employee hereby agree that paragraph D. of this Agreement amends, supersedes, terminates and replaces in its entirety Paragraph 4 of the Offer Letter, and that in the event of any inconsistency or conflict between the terms of this Agreement and the terms of the Offer Letter, the terms of this Agreement shall be controlling.

D. Employee's right to receive, and the obligation of the Company to provide, the following separation benefits is specifically conditioned on Employee's timely delivery of an effective Release in accordance with paragraph C. of this Agreement and Employee's continuing compliance with the terms of this Agreement:

1. The following cash payments:

a. Severance pay at a rate equal to Employee's current salary rate in the form of continuation of Employee's bi-weekly salary payments in accordance with the Company's standard payroll policies, including compliance with applicable withholding, for the period beginning on the Termination Date and ending on April 1, 2015 (the "Severance Period"), with the first payment to be made on the first regularly scheduled payroll date following the Release Effective Date and such first payment to include any installments that otherwise would have been paid during the period commencing on the Termination Date and ending on the Release Effective Date.

b. If, when and only to the extent that an incentive payout is earned generally for all eligible and participating employees based on the Company's performance against the applicable performance targets under the Company's First Half 2014 Cash Incentive program ("1H Plan"), Employee shall receive an amount equal to the product of the following calculation: (x) the full amount of the cash incentive payment Employee would have earned under the 1H Plan based on actual Company results during the full 1H Plan measurement period had Employee remained employed throughout the full 1H Plan measurement period, multiplied by (y) a fraction, the numerator of which shall be the number of full calendar months of the 1H Plan measurement period during which Employee was employed by the Company, and the denominator of which shall be the total number of calendar months comprising the 1H Plan measurement period as a whole; provided that any payment made under this Section D.1.b. shall not be made prior to the Release Effective Date.

2. If, and to the extent, Employee timely (and properly) elects to continue his coverage (and that of his spouse and eligible dependents) under the Company's group medical and dental plans pursuant to Code Section 4980B ("COBRA"), the Company will provide Employee with reimbursement for premiums paid for such coverage through the end of whichever of the following periods is the shortest: (i) the Severance Period (as defined above), (ii) until Employee (or Employee's spouse or dependent) is no longer entitled to continue his or her coverage under the Company's group medical or dental plan, as applicable, pursuant to COBRA, or (iii) until Employee or his spouse or any of his dependents become covered under another employer's group medical or dental plan, as applicable; provided, however, that the Company is under no obligation to provide reimbursement for special coverages for Employee, his spouse or his dependents that would not be covered by the plans applicable to employees generally; provided further that any reimbursements to which Employee becomes entitled pursuant this paragraph D.2. shall be paid to

Employee no later than the last day of the calendar month immediately following the calendar month to which they relate (provided, however, that the first such reimbursement shall be made within ten (10) days after the Release Effective Date and shall include all such reimbursements as may relate to periods prior to such date). The reimbursement payable to Employee pursuant to this sub-paragraph shall be reduced by the amount equal to the contributions required from time to time from other employees for equivalent coverages under the Company's group medical or dental plans, as applicable. Notwithstanding anything to the contrary in this sub-paragraph, the Company may unilaterally amend this provision to the extent it deems necessary to avoid the imposition of excise taxes, penalties or similar charges on the Company, including, without limitation, under Section 4980D of the Internal Revenue Code of 1986, as amended (the "Code").

3. Effective as of the Termination Date, the Restricted Stock Unit Awards made by Parent to Employee on May 3, 2012 and April 23, 2013, respectively (together, the "RSUs"), in respect of an aggregate total of 39,119 shares of Parent's common stock under Parent's 2012 Omnibus Incentive Plan shall be deemed amended as follows: all 39,119 shares covered by the RSUs shall vest immediately prior to the Termination Date (the "Vested Units"). In the event Employee timely delivers an effective Release in accordance with paragraph C. of this Agreement, Company will settle the Vested Units within thirty (30) days following the Termination Date. If the Release does not become effective in accordance with paragraph C. of this Agreement, Company shall have no obligation whatsoever to settle the Vested Units. Company, Parent and Employee agree and acknowledge that as of the Termination Date, prior to any amendments to the RSUs made by this paragraph, none of the shares covered by the RSUs had vested or been settled by their terms.

4. During the period beginning on the Release Effective Date and ending on the last day of the Severance Period, the Company will pay directly to the provider of outplacement services, upon receipt of an invoice reasonably documenting the amount and nature of the service provided and related expense, up to \$25,000 in the aggregate for outplacement services from Key Stone Associates or a similar provider of outplacement services as and to the extent Employee may request.

E. Employee agrees to return all Company property in his possession to the Company's Vice President, Human Resources no later than the Termination Date. Company property includes, but is not limited to: building I.D., company credit cards or purchasing cards, office keys and company car keys, company computers, phones, personal communication devices and/or laptops, all computer files and software, diskettes, storage media, papers, notes and other documents, and all copies, relating to its business, and its customers, that Employee has acquired by virtue of his employment. Employee further agrees to execute documents reasonably requested by the Company to relinquish or transfer any Company-related bank signature or other authorities currently held by Employee to others within the Company.

F. Employee acknowledges and agrees he has no right to any bonus, profit-sharing, severance, salary, commission, cash incentive, 401(k) match or other cash payment or equity award not set forth herein, whether related to any past or future period; provided, however, that the parties hereto each agree that if the board of directors of Parent approves the payment of a discretionary 401(k) match by Parent to the participants in Parent's 401(k) plan in respect of such participants' eligible contributions to the plan for the 2013 plan year during the term of Employee's employment with Company, Employee will receive a matching contribution in respect of his eligible 2013 plan year 401(k) contributions, calculated on the same basis as the other participants.

G. The law of the Commonwealth of Massachusetts, will govern this Agreement without regard to its conflicts of laws provisions. The venue for any legal proceedings concerning or related to this Agreement shall be any state or federal court of competent jurisdiction located in the Commonwealth of Massachusetts.

H. In the event of any dispute or claim relating to or arising out of this Agreement or the subject matter thereof, the parties hereby waive any and all rights to a jury trial in connection with such dispute or claim. Notwithstanding the foregoing, Employee agrees that the Company and the Releasees (as defined in the Release) have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights or remedies they may have at law or in equity for breach of this Agreement, and that they may seek such relief in any court of competent jurisdiction in order to address or prevent any breach by Employee of this Agreement.

I. Employee has had opportunity to consult with any tax, legal or other advisors Employee has deemed necessary prior to entering into this Agreement and understands his rights and obligations hereunder, and is not relying on the Company, Parent or any of their affiliates or employees for related advice. The Company and Parent make no warranty to Employee with respect to tax treatment of any compensation or severance benefit paid or to be paid to Employee in connection with his employment or this Agreement, and Employee shall be solely responsible for the payment of all taxes due and owing with respect to any wages, benefits, and other compensation or payments provided to Employee by Parent or the Company.

J. The parties intend that this Agreement and the payments and benefits provided hereunder be exempt from the requirements of Section 409A of the Code and the Treasury Regulations promulgated thereunder ("Section 409A") to the maximum extent possible, whether pursuant to the short-term deferral exception described in Treasury Regulation Section 1.409A-1(b)(4), the involuntary separation pay plan exception described in Treasury Regulation Section 1.409A-1(b)(9)(iii), or otherwise. To the extent Section 409A is applicable to this Agreement, the parties intend that this Agreement and any payments and benefits hereunder comply with the deferral, payout and other limitations and restrictions imposed under Section 409A. Notwithstanding anything herein to the contrary, this Agreement shall be interpreted, operated and administered in a manner consistent with such intentions; provided, however that in no event shall the Company or any of its subsidiaries or affiliates be liable for any additional tax, interest or penalty that may be imposed on Employee pursuant to Section 409A or for any damages incurred by Employee as a result of this Agreement (or the payments or benefits hereunder) failing to comply with, or be exempt from, Section 409A. Without limiting the generality of the foregoing, and notwithstanding any other provision of this Agreement to the contrary:

1. a termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of amounts or benefits upon or following a termination of employment unless such termination is also a "separation from

service,” as defined in Treasury Regulation Section 1.409A-1(h) after giving effect to the presumptions contained therein, and, for purposes of any such provision of this Agreement, references to “terminate,” “termination,” “termination of employment” and like terms shall mean separation from service; and

2. each payment made under this Agreement shall be treated as a separate payment and the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments.

K. Employee acknowledges that the making, execution and delivery of this Agreement has been induced by no promises, representations, statements, warranties or agreements other than those expressed herein. Employee understands this Agreement supersedes all prior discussions and agreements between Employee and the Company or any representative or affiliate of the Company, whether oral or in writing, including his offer letter of employment, and other than that certain Employee Confidentiality and Invention Assignment Agreement between Employee and the Company dated May 8, 2009 (the “ECIA”), which remains in full force and effect. Employee also agrees that if any provision of this Agreement is deemed invalid, the remaining provisions will still be given full force and effect. This Agreement cannot be orally modified, orally revised, or orally rescinded, and can only be amended in a written instrument signed by both Employee and an authorized representative of the Company and Parent.

L. This Agreement may be executed in multiple counterparts, all of which together shall constitute a single agreement. Facsimile copies of the signatures of any party hereto shall be deemed binding originals.

M. The Company agrees not to contest any factually accurate application for unemployment benefits Employee may make following the Termination Date.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set forth below.

Dated: December 14, 2013

/s/ Conrad Gagnon
Conrad Gagnon

ACCEPTED AND ACKNOWLEDGED:

M/A-COM Technology Solutions Inc.

By: /s/ Clay Simpson
Name: Clay Simpson
Title: Vice President, General Counsel

Dated: December 14, 2013

M/A-COM Technology Solutions Holdings, Inc.

By: /s/ Clay Simpson
Name: Clay Simpson
Title: Vice President, General Counsel

Dated: December 14, 2013

APPENDIX A
CONFIDENTIAL GENERAL RELEASE

This Confidential General Release (“Release”) is entered into between Conrad Gagnon (hereinafter “Employee”) and M/A-COM Technology Solutions Inc. (hereinafter the “Company”) and M/A-COM Technology Solutions Holdings, Inc. (hereinafter the “Parent”) on the date provided on the signature page below (the “Effective Date”).

WHEREAS, Employee’s employment with the Company terminated effective as of _____, 2014;

WHEREAS, Employee and the Company entered into a Transition Agreement dated _____, 2013 (the “Agreement”); and

WHEREAS, Employee and the Company desire to resolve any claims or disputes Employee may have that exist at the time this Release is executed by the parties.

Therefore, in consideration of all mutual promises contained herein, in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between Employee and the Company as follows:

1. Employee understands and acknowledges that he has had sufficient time to review this Release and to decide whether to enter into it. Employee also understands that he has at least 21 days to make this decision if he so desires, but that he may sign this Release before then. Employee also understands that he has seven (7) days after he signs this Release to change his mind and revoke it in writing.

2. Employee acknowledges that the Company has advised him in writing through this Release that he should consult an attorney prior to signing this Release.

3. Employee understands that by signing this Release, in addition to releasing any and all claims against the Company, he is specifically releasing any and all rights and claims up to the date of his signature which he has for alleged age discrimination under the Age Discrimination in Employment Act of 1967, as amended (“ADEA”), against the Company, its parent, their directors, officers, employees, stockholders, affiliates and others released in this Release.

4. Except for the Company’s and its parent’s obligations pursuant to the Agreement and this Release, to the broadest extent permitted by law, Employee hereby releases and discharges (1) the Company, (2) the Parent, and (3) each of their respective parents, affiliates and subsidiaries, and each of their past, present and future officers, directors, members, servants, employees, attorneys, insurers, shareholders, predecessors, successors, independent contractors, consultants and assigns (the persons and entities

described in clauses 1 through 3 above are collectively referred to as “Releasees”) from any and all claims, expenses, contracts, demands, obligations, liabilities, actions, costs, debts and causes of action of every nature, known or unknown, which have existed or now exist whether in law or equity which Employee has or had or may claim to have by reason of any and all matters from the beginning of time through the effective date of this Release. These include, but are not limited to, claims or causes of action based on, or arising out of, any alleged wrongful termination, retaliation, breach of contract, breach of implied covenant of good faith and fair dealing, common law torts, breach of public policy, misrepresentation, fraud, fraudulent inducement, infliction of emotional distress, failure to pay wages or other compensation, failure to issue or deliver equity securities or otherwise related to actual or potential securities issuances, and/or discrimination or harassment based on race, national origin, marital status, sex, religion, age, sexual orientation and/or disability. Employee specifically understands that he is releasing all claims or rights he may have against any Releasee as of the date of his signature under the ADEA. This Release shall not, however, constitute a waiver of: (a) Employee’s rights under the Agreement; or (b) any claims to enforce rights arising under the ADEA or other civil rights statute after the Effective Date; (c) any vested rights to accrued benefits Employee has under Parent’s 401(k) plan as of the Effective Date; (d) any rights Employee has under that certain Indemnification Agreement between Employee and Parent dated as of March 20, 2012; or (e) any rights, coverage or entitlements provided to Employee under any D&O insurance policies paid for by Company or Parent.

5. Employee represents that there has been no filing by him or, to his knowledge, a filing by any third party on his behalf through the date hereof with any government agency or court of any claim, charge, or complaint against any Releasee. Employee agrees that, to the extent consistent with applicable law, he shall not hereafter pursue any individual claim against any of the Releasees by filing a claim, complaint or charge with any federal, state or local court, arbitration panel or administrative agency, for or on account of anything that is the subject of this Release, and that he shall indemnify the Releasees and hold them harmless for any such claim, including, without limitation, their reasonable legal fees incurred in connection with any such claim filed by him. To the extent consistent with applicable law, Employee hereby waives any right that he may have to recover any compensation or damages in any action against any of the Releasees brought by any governmental entity on his behalf or on behalf of any class of which he may be a member for or on account of anything that is the subject of this Release. Notwithstanding anything to the contrary in this paragraph, this paragraph shall not apply to claims in respect of, and shall not prevent Employee from seeking to enforce, any of his rights described in the last sentence of the immediately preceding paragraph.

6. Employee acknowledges that the purpose of this Release is to release claims, if any, he may have against any Releasee, and to the extent that any alleged claim is not or cannot be released under current law, the payments provided by the Company in the Agreement shall be an offset against any such unreleased claim, if any.

7. Employee will preserve the confidentiality of all of the Company’s proprietary information as provided in that certain Employee Confidentiality and Invention Assignment Agreement between Employee and the Company dated May 8, 2009 (the “ECIA”) and will otherwise comply with the ECIA in all respects.

8. At all times following the signing of this Release, Employee shall not engage in any disparagement or vilification of the Company, the Releasees, his employment experience with the Company, or the Company's products, services, agents, representatives, directors, officers, stockholders, attorneys, employees, or affiliates, and he represents that he shall refrain from making any false, negative, critical or otherwise disparaging statements concerning the management style, methods of doing business, role in the community, treatment of employees or the circumstances and events regarding any separation. Employee acknowledges that he further agrees to do nothing that would damage the Company's business reputation. In the event that the Vice President, Human Resources of the Company receives a request for an employment reference from a third party regarding Employee, if requested he will provide the start and end dates of Employee's employment with the Company, the Employee's title and statements otherwise in keeping with the content of the press release issued by the Company announcing Employee's resignation.

9. Employee understands that neither this Release nor anything in it shall be considered as any admission by the Company or any Releasee of any preexisting obligation or improper conduct whatsoever. Employee understands that the Company and each Releasee denies any such obligations or improper conduct.

10. Employee has read this Release and understands its contents. Employee is signing this Release voluntarily and without any coercion. Employee is of sound mind and competent to manage his legal, personal and business affairs and enter into a binding agreement in this regard, and is not currently prevented from doing so by the effects of any intoxicant, drug, medication, health condition or other influence.

11. This Release may be executed in counterparts and shall be fully enforceable in all regards if executed in such manner as if it had been executed as a single document. Signatures obtained by facsimile shall constitute effective execution of this Release.

12. Employee and the Company agree that all the terms of this Release are contained in this document, that no statements or inducements have been made contrary to or in addition to the statements herein, that the terms hereof are binding on and enforceable for the benefit of Employee's successors and assigns, that the Release shall be governed by the law of the Commonwealth of Massachusetts, and that the provisions of this Release are severable, so that if any paragraph of this Release is determined to be unenforceable, the other paragraphs shall remain valid and fully enforceable.

[Remainder of Page Intentionally Left Blank]

Accepted and agreed as of this __ day of _____, 2014.

EMPLOYEE

Conrad Gagnon

M/A-COM Technology Solutions Inc.

By: _____
Name: _____
Title: _____

M/A-COM Technology Solutions Holdings, Inc.

By: _____
Name: _____
Title: _____

Dated: _____

M/A-COM Technology Solutions Inc.
100 Chelmsford Street
Lowell, MA 01851

Mr. Robert McMullan
607 Spring Valley Road
Morristown, NJ 07960

Re: Offer of Employment with M/A-COM Technology Solutions, Inc.

Dear Robert:

On behalf of M/A-COM Technology Solutions Inc., a Delaware corporation (the "Company"), I am pleased to invite you to join the Company as its SVP and CFO, reporting to John Croteau, President and CEO. This is an exempt position and you will be working out of our Lowell, MA office. Subject to the terms and conditions set forth in this letter, the effective date of your employment will be January 2, 2014.

The terms of this offer of employment are as follows:

1. At-Will Employment. You should be aware that your employment with the Company is for no specified period and constitutes "at-will" employment. As a result, you are free to terminate your employment at any time, for any reason or for no reason. Similarly, the Company is free to terminate your employment at any time, for any reason or for no reason. We request that, in the event of a resignation, you give the Company at least two weeks' notice.

2. Base Salary. The Company will pay you a base salary starting at the rate of \$11,923.07 per bi-weekly pay period, which is equivalent to \$310,000.00 annually if 52 weeks of employment is completed. The first and last payment by the Company to you will be adjusted, if necessary, to reflect a commencement or termination date other than the first or last working day of a pay period.

3. Bonus Opportunity. You will be eligible to participate in a bonus plan, as may be established from time to time. Payments under the bonus plan will be based on achievement of Company and/or individual performance targets determined by the Company's parent, M/A-COM Technology Solutions Holdings, Inc. ("Parent"), with a target bonus participation potential of 50% of your annualized salary and a maximum bonus participation potential of 100% of your annualized salary, subject to the plan(s) eligibility requirements and other terms and conditions under the plan(s), which may change from time to time. The terms and conditions of any such bonus plan and the circumstance under which a bonus is earned are within the sole discretion of the Company.

4. Restricted Stock Unit Award. As you may be aware, Parent maintains a 2012 Omnibus Stock Plan ("Plan") to provide certain employees and other service providers with long-term compensation opportunities in the form of equity-based employment incentives. Subject

to your beginning employment with the Company and to approval by Parent's Board of Directors, you will be granted a restricted stock unit award under the Plan (the "Award"). Assuming your start date with the Company is no later than January 15, 2014, the Award will cover a total number of shares of Parent common stock having a grant date aggregate dollar value (calculated in accordance with Parent's policies, which may or may not use an average trading price for Parent's stock over a period Parent deems relevant and which may be changed from time to time by Parent without notice) of approximately \$560,000, and shall provide that approximately 11.76% of the total Award shares shall vest and settle on or about May 15, 2014, 35.29% of the total Award shares shall vest and settle on or about May 15, 2015, 35.29% of the total Award shares shall vest and settle on or about May 15, 2016, and 17.65% of the total Award shares shall vest and settle on or about May 15, 2017, subject in each case to your continued employment with the Company or one of its subsidiaries through such date. The aggregate grant date value of the Award and its vesting schedule may be adjusted by Parent if your start date with the Company is after January 15, 2014. The Award shall be subject to the terms and conditions of the Plan and related award agreement. No right to any stock is earned or accrued until such time as vesting occurs, nor does the grant confer any right to continued vesting or employment. Please be advised that upon vesting and settlement of the Award, you may be required to pay applicable tax withholdings. Please consult with your personal tax advisor to properly plan for related tax liabilities associated with the Award.

5. Other Equity Incentives. It is the current practice of Parent's Board of Directors to grant long-term compensation opportunities to certain employees in the form of annual equity. The current practice is to grant annual equity values, which are a factor of each individual's base salary and target bonus and position with the Company. That target percentage would be approximately 85% in your case. Any future annual equity awards will be subject to the approval by the Parent's Board of Directors (or a committee thereof), and the Parent's Board of Directors may choose to change its current practice at any time.

6. Relocation. You will be eligible to receive relocation benefits through our Executive Homeowner Package managed by Mobility Services International (MSI), subject to the terms and conditions of the program and this offer letter. The maximum amount you may receive through this program, including the impact of any tax gross-up, is \$200,000.00. The Company requires that you reimburse it for all relocation benefits provided in the event that you voluntarily terminate your employment with the Company within 2 years following your first date of employment, and you will be asked to execute further documentation to this effect as a condition of receipt of these benefits. The intent of this provision is not that these benefits are being loaned to you by the Company, but rather that they will be paid to you with an expectation of securing your services for the applicable period, such that by voluntarily terminating your employment prior to the end of the period you will also be agreeing to forfeit them to the Company as a contractual "clawback" of benefit amounts you were paid but did not earn.

7. Benefits. During the term of your employment, you will be eligible, provided that you meet the eligibility requirements of the relevant plans and policies, for the Company's standard employee benefits applicable to employees at your level, including the Parent Employee Stock Purchase Plan, health, dental, vision, life, short and long-term disability insurance and 401(k) plan. You will also accrue paid time off pursuant to the Company's standard policies, at an annual accrual rate of up to 16 days of paid time off per year, which is prorated based upon your start date. The Company reserves the right to change the benefits it offers or the terms of such benefits from time to time.

8. Tax Withholdings. All payments and benefits provided pursuant to this offer will be subject to withholding of applicable taxes as required by applicable law.

9. Immigration Laws. This offer of employment is contingent on your providing proper documentation of your identity and authorization to work in the United States under applicable immigration laws, as required by Form I-9 of the US Department of Homeland Security.

10. Employee Confidentiality and Invention Assignment Agreement. As a condition of this offer of employment, you will be required to promptly complete, sign and return the Company's standard form of employee confidentiality and invention assignment agreement (the "ECIA"). This offer is also contingent on your completing the company's standard Employment Application.

11. No Conflicts. In this position, you will be expected to devote your full business time, attention and energies to the performance of your duties with the Company. We also require that, before signing this letter, you disclose to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. It is the Company's understanding that you have no such agreements or that any such agreements will not prevent you from performing the duties of your position in any respect, and you hereby represent that such is the case.

12. General. This offer letter and the ECIA, when signed by you, set forth the terms of your employment with the Company and supersede any and all prior representations and agreements made to or with you by the Company, any of its predecessors or affiliates, or any of their respective employees or agents, whether written or oral. As a Company employee, you will also be expected to abide by Company rules and regulations, whether set forth in a Company-approved employee handbook or otherwise, that may be modified from time to time. In the event of a conflict between the terms and provisions of this offer letter and the ECIA, the terms and provisions of the ECIA will control. Any amendment of this offer letter or any waiver of a right under this offer letter must be set forth in a writing signed by you and an authorized officer of the Company to be effective. The law of the state in which you are employed will govern this offer letter. In the event of any dispute or claim relating to or arising out of our employment relationship, you and the Company agree that we are both waiving any and all rights to a jury trial in connection with such dispute or claim. This offer is contingent on satisfactory completion of reference checks and company's employment background checks.

[Remainder of Page Intentionally Left Blank]

We look forward to you joining the Company. If the foregoing terms are agreeable, please indicate your acceptance by signing this offer letter in the space provided below and returning it to me, along with your completed and signed ECIA.

Sincerely,

M/A-COM Technology Solutions Inc.

By: /s/ William Van Anglen
William Van Anglen
Vice President of Human Resources

Date: December 11, 2013

AGREED TO AND ACCEPTED:

“Employee”

/s/ Robert McMullan
Robert McMullan

Date: December 11, 2013

Enclosures:
ECIA