
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): October 13, 2017

LAM RESEARCH CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

0-12933
(Commission
File Number)

94-2634797
(IRS Employer
Identification Number)

**4650 Cushing Parkway
Fremont, California 94538**
(Address of principal executive offices including zip code)

(510) 572-0200
(Registrant's telephone number, including area code)

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 (see General Instruction A.2. below):

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

Indicate by check mark whether the registrant is an emerging growth company as defined in 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. ☐

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Entry into a Material Definitive Agreement

Item 1.01.

Amendment No. 2 to Amended and Restated Credit Agreement

As previously reported in a Current Report on Form 8-K filed by Lam Research Corporation (the “Company”) on November 12, 2015 (the “Prior 8-K”), on November 10, 2015, the Company entered into an unsecured amended and restated credit agreement (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time prior to the date thereof, the “Credit Agreement”), with JPMorgan Chase Bank, N.A., as administrative agent, Goldman Sachs Bank, USA, JPMorgan Chase Bank, N.A., Barclays Bank PLC and Citibank, N.A., as joint bookrunners and joint lead arrangers, the lenders party thereto and other agents named therein. The Credit Agreement provides for a \$750 million unsecured revolving credit facility.

On October 13, 2017, the Company entered into Amendment No. 2 to Amended and Restated Credit Agreement (the “Amendment”), among the Company, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent, which amends the Company’s Credit Agreement (as amended by the Amendment, the “Amended Credit Agreement”).

Among other things, the Amended Credit Agreement provides for a \$500 million increase to the Company’s revolving credit facility, from \$750 million under the Credit Agreement to \$1.25 billion under the Amended Credit Agreement. The Amended Credit Agreement also modifies the date of maturity of the revolving credit facility from November 10, 2020 to October 13, 2022. The Amended Credit Agreement provides for an expansion option that would allow the Company, subject to certain requirements, to request an increase in the facility of up to an additional \$600 million, for a potential total commitment of \$1.85 billion. Other than as disclosed in this paragraph, the material terms of the Amended Credit Agreement are substantially the same as the Credit Agreement.

The foregoing description of the Amended Credit Agreement does not purport to be a complete description of its terms and is qualified in all respects by reference to the complete text of the Amendment, a copy of which is being filed as Exhibit 10.1 hereto and is incorporated into this Item 1.01 by reference. The Credit Agreement is summarized in more detail in the Prior 8-K, which summary is qualified in all respects by reference to the complete text of the Credit Agreement filed as Exhibit 10.1 to the Prior 8-K and incorporated into this Item 1.01 by reference, in each case as amended or superseded by the disclosure provided herein and the full text of the Amendment.

Item 2.02. Results of Operations and Financial Condition

On October 17, 2017, Lam Research Corporation (the “Company”) issued a press release announcing its financial results for the fiscal quarter ended September 24, 2017, the text of which is attached hereto as Exhibit 99.1.

The information in this Current Report on Form 8-K, including Exhibit 99.1, is furnished pursuant to Item 2.02 and shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities under that Section. Furthermore, the information in this Current Report on Form 8-K, including Exhibit, shall not be deemed to be incorporated by reference into the filings of the Company under the Securities Act of 1933, as amended, or the Exchange Act.

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

The disclosure under Item 1.01 of this Current Report on Form 8-K is hereby incorporated by reference in response to this Item 2.03.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

10.1 Amendment No. 2 to Amended and Restated Credit Agreement, dated October 13, 2017, among Lam Research Corporation, as borrower, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent.

99.1 Press Release dated October 17, 2017 announcing financial results for the fiscal quarter ended September 24, 2017

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.

Date: October 17, 2017

LAM RESEARCH CORPORATION

(Registrant)

/s/ Douglas R. Bettinger

Douglas R. Bettinger

Executive Vice President, Chief Financial Officer

(Principal Financial Officer and Principal Accounting Officer)

EXHIBIT INDEX

- 10.1 [Amendment No. 2 to Amended and Restated Credit Agreement, dated October 13, 2017, among Lam Research Corporation, as borrower, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent.](#)
- 99.1 [Press Release dated October 17, 2017 announcing financial results for the fiscal quarter ended September 24, 2017](#)

**AMENDMENT NO. 2 TO
AMENDED AND RESTATED CREDIT AGREEMENT**

This Amendment No. 2 to Amended and Restated Credit Agreement, dated as of October 13, 2017 (this “Amendment”), is among Lam Research Corporation, a Delaware corporation, as borrower (the “Borrower”), the Lenders party hereto and JPMorgan Chase Bank, N.A., as administrative agent (the “Administrative Agent”). Capitalized terms used but not otherwise defined herein shall have the definitions provided therefor in the Credit Agreement referenced below.

W I T N E S S E T H:

WHEREAS, the Borrower, the Lenders from time to time party thereto and the Administrative Agent are parties to that certain Amended and Restated Credit Agreement, dated as of November 10, 2015 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time prior to the date hereof, the “Existing Credit Agreement” and, as amended by this Amendment, the “Credit Agreement”);

WHEREAS, the Borrower, by this Amendment, hereby notifies the Administrative Agent pursuant to Section 2.20 of the Credit Agreement, and the Administrative Agent hereby acknowledges receipt of the Borrower’s request for additional revolving commitments in an aggregate principal amount of \$500,000,000 (the “Second Amendment Revolving Commitments” and the loans thereunder, the “Second Amendment Revolving Loans”), which shall be available on the Second Amendment Effective Date (as defined below) and structured as an increase to the Commitments under the Existing Credit Agreement, such that the aggregate Commitments after giving effect to the Second Amendment Revolving Commitments, shall be \$1,250,000,000, and the Lenders party hereto (the “Second Amendment Incremental Revolving Lenders”) have agreed, subject to the terms and conditions set forth herein, to provide the Second Amendment Revolving Commitments; and

WHEREAS, the Borrower, the Administrative Agent and the Lenders party hereto have agreed to amend the Existing Credit Agreement to effect the terms of the Second Amendment Revolving Commitments and amend certain other provisions of the Existing Credit Agreement upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendments to the Existing Credit Agreement. The parties hereto agree that the Existing Credit Agreement is hereby amended as follows upon the Second Amendment Effective Date:

(i) Section 1.01 of the Existing Credit Agreement is hereby amended by adding the following new definitions in their appropriate alphabetical order:

“Extended Revolving Commitments” has the meaning assigned to such term in Section 2.23(a).

“Extension” has the meaning assigned to such term in Section 2.23(a).

“Extension Offer” has the meaning assigned to such term in Section 2.23(a).

“Minimum Extension Condition” has the meaning assigned to such term in Section 2.23(b).

“Second Amendment” means that certain Amendment No. 2 to Amended and Restated Credit Agreement, dated as of October 13, 2017, by and among the Borrower, the Lenders party thereto and the Administrative Agent.

“Second Amendment Effective Date” means the “Second Amendment Effective Date” under and as defined in Section 3 of the Second Amendment.

(ii) The definition of “Aggregate Commitment” in Section 1.01 of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

“Aggregate Commitment” means the aggregate of the Commitments of all of the Lenders, as reduced or increased from time to time pursuant to the terms and conditions hereof. As of the Second Amendment Effective Date, the Aggregate Commitment is \$1,250,000,000.

(iii) The definition of “Alternate Base Rate” in Section 1.01 of the Existing Credit Agreement is hereby amended by adding the following new sentence at the end thereof:

“If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.14 hereof, then the Alternate Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.”

(iv) The definition of “Leverage Covenant” in Section 1.01 of the Existing Credit Agreement is hereby deleted in its entirety.

(v) The definition of “Maturity Date” in Section 1.01 of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

“Maturity Date” means October 13, 2022.

(vi) Section 2.14 of the Existing Credit Agreement is hereby amended by adding the following new clause (c) at the end thereof:

“(c) If at any time the Administrative Agent determines (which determination shall be conclusive absent manifest error) that (i) the circumstances set forth in clause (b)(i) have arisen and such circumstances are unlikely to be temporary or (ii) the circumstances set forth in clause (b)(i) have not arisen but the supervisor for the administrator of the LIBOR Screen Rate or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the LIBOR Screen Rate shall no longer be used for determining interest rates for loans, then the Administrative Agent and the Borrower shall endeavor to establish an alternate rate of interest to the LIBO Rate that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans in the United States at such time, and shall enter into an amendment to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be

applicable. Notwithstanding anything to the contrary in Section 9.02, such amendment shall become effective without any further action or consent of any other party to this Agreement so long as the Administrative Agent shall not have received, within five Business Days of the date written notice of such alternate rate of interest is provided to the Lenders, a written notice from the Required Lenders stating that such Required Lenders object to such amendment. Until an alternate rate of interest shall be determined in accordance with this clause (c) (but, in the case of the circumstances described in clause (ii) of the first sentence of this Section 2.14(c), only to the extent the LIBOR Screen Rate for the applicable currency and/or such Interest Period is not available or published at such time on a current basis), (x) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurocurrency Borrowing shall be ineffective, (y) if any Borrowing Request requests a Eurocurrency Borrowing in Dollars, such Borrowing shall be made as an ABR Borrowing and (z) if any Borrowing Request requests a Eurocurrency Borrowing in a Foreign Currency, then the LIBO Rate for such Eurocurrency Borrowing shall be the COF Rate; provided, that, if such alternate rate of interest shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.”

(vii) The first sentence of Section 2.20 of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

“The Borrower may from time to time elect to increase the Commitments or enter into one or more tranches of term loans (each, an “Incremental Term Loan”), in each case, in minimum increments of \$10,000,000, so long as, after giving effect thereto, (i) the aggregate amount of all such increases and Incremental Term Loans made on or prior to the Second Amendment Effective Date does not exceed \$500,000,000 and (ii) the aggregate amount of all such increases and Incremental Term Loans made at any time after the Second Amendment Effective Date does not exceed \$600,000,000.”

(viii) Article II of the Existing Credit Agreement is hereby amended by adding the following new Section 2.23:

“SECTION 2.23. Extension Offers.

(a) Notwithstanding anything to the contrary in this Agreement, pursuant to an offer (an “Extension Offer”) made from time to time by the Borrower to all Lenders having Commitments with a like maturity date on a *pro rata* basis (based on the aggregate principal amount of Commitments with a like maturity date) and on the same terms to each such Lender, the Borrower may up to two times extend the maturity date of the Commitments, in the case of each such Extension Offer, by up to one year, and otherwise modify the terms of the Commitments pursuant to the terms of the relevant Extension Offer (including by increasing the interest rate or fees payable in respect of the Commitments (and related outstandings) (each, an “Extension”, and each group of the Commitments as so extended, as well as the original Commitments (in each case not so extended), being a “tranche”). Any Extended Revolving Commitments (as defined below) shall constitute a separate tranche of Commitments from the tranche of Commitments from which they were converted, so long as the following terms are satisfied: (i) there shall be no more than two Extensions made during the term of this Agreement, (ii) no Default or Event of Default shall have occurred and be continuing at the time the offering document in respect of an Extension Offer is delivered to the Lenders, (iii) except as to interest rates, fees and final maturity date

(which shall, subject to immediately succeeding clauses (iv) and (v), be determined by the Borrower and set forth in the relevant Extension Offer), the Commitments of any Lender extended pursuant to any Extension ("Extended Revolving Commitments") shall have the same terms as the tranche of Commitments subject to such Extension Offer, (iv) the final maturity date of any Extended Revolving Commitments shall be no earlier than the Maturity Date extended thereby and no later than one year from the Maturity Date extended thereby, (v) any Extended Revolving Commitments may participate on a *pro rata* basis in any voluntary or mandatory repayments, (vi) if the aggregate outstanding principal amount of Commitments (calculated on the face amount thereof), in respect of which the Lenders shall have accepted the relevant Extension Offer shall exceed the maximum aggregate principal amount of Commitments offered to be extended by the Borrower pursuant to such Extension Offer, then the Commitments of such Lenders shall be extended ratably up to such maximum amount based on the respective principal amounts (but not to exceed actual holdings of record) with respect to which such Lenders have accepted such Extension Offer, (vii) all documentation in respect of such Extension shall be consistent with the foregoing, and (viii) any applicable Minimum Extension Condition (as defined below) shall be satisfied unless waived by the Borrower. For the avoidance of doubt, no Lender shall be required to participate in any Extension.

(b) With respect to all Extensions consummated by the Borrower pursuant to this Section 2.23, (i) such Extensions shall not constitute voluntary or mandatory payments or prepayments for purposes of Section 2.11 and (ii) no Extension Offer is required to be in any minimum amount or any minimum increment; provided, that the Borrower may at its election specify as a condition (a "Minimum Extension Condition") to consummating any such Extension that a minimum amount (to be determined and specified in the relevant Extension Offer in the Borrower's sole discretion and may be waived by the Borrower) of Commitments (as applicable) of any or all applicable tranches be tendered. The Administrative Agent and the Lenders hereby consent to the Extensions and the other transactions contemplated by this Section 2.23 (including, for the avoidance of doubt, payment of any interest, fees or premium in respect of any Extended Revolving Commitments on the such terms as may be set forth in the relevant Extension Offer) and hereby waive the requirements of any provision of this Agreement or any other Loan Document that may otherwise prohibit any such Extension or any other transaction contemplated by this Section 2.23.

(c) The Lenders hereby irrevocably authorize the Administrative Agent (without the consent of any Person other than the Administrative Agent and the Borrower) to enter into amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, in order to establish new tranches or sub-tranches in respect of the Commitments so extended and such amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower in connection with the establishment of such new tranches or sub-tranches, in each case, on terms consistent with this Section 2.23.

(d) In connection with any Extension Offer, the Borrower shall provide the Administrative Agent at least five Business Days' (or such shorter period as may be agreed to by the Administrative Agent) prior written notice thereof, and shall agree to such procedures, if any, as may be established by, or acceptable to, the Administrative Agent in each case, acting reasonably to accomplish the purposes of this Section 2.23."

(ix) Section 6.01(h) of the Existing Credit Agreement is hereby amended by deleting the phrase “or the Leverage Covenant, as determined to be applicable” in its entirety.

(x) Section 6.05 of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

“(a) Maximum Total Indebtedness to Capitalization Ratio. The Borrower will not permit the ratio, determined as of the end of each of its fiscal quarters, of Consolidated Total Indebtedness to Consolidated Capitalization to be greater than (i) for each fiscal quarter ending on and after the Second Amendment Effective Date until but excluding December 31, 2018, 0.55 to 1.00 and (ii) for each fiscal quarter ending on or after December 31, 2018, 0.50 to 1.00 (the “Capitalization Covenant”).

(b) Minimum Liquidity. The Borrower will not permit Liquidity, determined as of the end of each of its fiscal quarters ending on and after the Second Amendment Effective Date, to be less than \$1,500,000,000; provided, that in addition to the foregoing, the Borrower shall not permit Liquidity to be less than \$1,500,000,000 at the time of, and immediately after giving effect (including giving effect on a pro forma basis) to, any repayment or prepayment of Indebtedness of the Borrower or any Subsidiary in an amount greater than \$200,000,000.”

(xi) The first sentence of Section 9.02(b) of the Existing Credit Agreement is hereby amended by adding the following words immediately before the reference to “Section 2.20”:

“Section 2.14(c) with respect to an alternative rate of interest and”

(xii) Schedule 2.01 of the Existing Credit Agreement is hereby deleted in its entirety and replaced with the schedule attached hereto as Annex I.

2. Second Amendment Revolving Commitments. Subject to the satisfaction of the conditions set forth in Section 3

hereof:

(i) Second Amendment Revolving Commitments. Each Second Amendment Incremental Revolving Lender hereby acknowledges and agrees that, effective as of the Second Amendment Effective Date, its respective Commitment shall be as set forth opposite such Second Amendment Incremental Revolving Lender’s name on Annex I hereto, and agrees to make such Commitment available to the Borrower from time to time on and after the Second Amendment Effective Date in accordance with Section 2.01 of the Credit Agreement.

(ii) Terms Generally.

(a) The Second Amendment Revolving Commitments shall be structured as an increase to the Commitments under the Existing Credit Agreement immediately prior to the Second Amendment Effective Date (the “Initial Revolving Commitments”), and shall have identical terms as the Initial Revolving Commitments (including with respect to the Applicable Rate, borrowings, participations in letters of credit, maturity date, amortization, mandatory prepayments and voluntary prepayments), and shall otherwise be subject to the provisions, including any provisions restricting the rights or regarding the obligations of the Loan Parties or any provisions regarding the rights of the Lenders, of the Credit Agreement and the other Loan Documents.

(b) On and as of the Second Amendment Effective Date, the respective participations of the Lenders in all outstanding Letters of Credit shall be redetermined on the basis of their respective Applicable Percentages after giving effect to the establishment of the Second Amendment Revolving Commitments pursuant to this Agreement.

(c) On and as of the Second Amendment Effective Date, the amount of all outstanding Loans shall be redetermined among the Lenders (including the Second Amendment Incremental Revolving Lenders) according to their respective Applicable Percentages after giving effect to the establishment of the Second Amendment Revolving Commitments pursuant to this Amendment. Each of the parties hereto hereby agrees that the Administrative Agent may take any and all action as may be reasonably necessary to ensure that all Loans outstanding on the Second Amendment Effective Date are allocated among the Second Amendment Incremental Revolving Lenders, such that all such Loans are held by the Lenders (including the Second Amendment Incremental Revolving Lenders) on a pro rata basis.

3. Conditions Precedent. This Amendment shall be effective upon the date (the “Second Amendment Effective Date”) on which each of the following conditions have been satisfied (or waived) in accordance with the terms therein:

(i) Executed Amendment. The Administrative Agent shall have received (a) a counterpart of this Amendment, duly executed by the Borrower, each Second Amendment Incremental Revolving Lender, the other Lenders and the Administrative Agent, (b) an agreement substantially in the form of Exhibit C to the Existing Credit Agreement, duly executed by the Borrower and each Increasing Lender and (c) an agreement substantially in the form of Exhibit D to the Existing Credit Agreement, duly executed by the Borrower and each Augmenting Lender.

(ii) Legal Opinion. The Administrative Agent shall have received a customary legal opinion, addressed to the Administrative Agent and the Lenders (including the Second Amendment Incremental Revolving Lenders) and dated as of the Second Amendment Effective Date, of Jones Day or other counsel reasonably acceptable to the Administrative Agent, in customary form and substance reasonably satisfactory to the Administrative Agent and the Borrower.

(iii) Customary Closing Documents. The Administrative Agent shall have received such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of the Loan Parties, the authorization of this Amendment and any other legal matters relating to such Loan Parties or this Amendment, all in form and substance reasonably satisfactory to the Administrative Agent and the Borrower, including a certificate of the Secretary or an Assistant Secretary of each Loan Party certifying (a) the certificate of incorporation or other charter document of such Loan Party, (b) the by-laws or other organizational documents of such Loan Party, (c) the names and true signatures of the officers of such Loan Party and (d) the resolutions of the Board of Directors or other governing body of such Loan Party authorized to sign this Amendment and each other Loan Document.

(iv) Closing Date Certificate. The Administrative Agent shall have received a certificate, dated as of the Second Amendment Effective Date and signed by a Responsible Officer of the Borrower, certifying that at the time of and immediately after giving effect to this Amendment on the Second Amendment Effective Date, (a) the representations and warranties of the Borrower set forth herein and in the Existing Credit Agreement (excluding the representations and warranties set forth in Sections 3.04(b) and 3.06(a) thereof) are true and correct as of such date, (b) no Default or

Event of Default has occurred and is continuing as of such date and (c) the Borrower is in compliance (on a pro forma basis) with the covenants contained in Section 6.05 of the Existing Credit Agreement as of such date.

(v) Patriot Act. The Administrative Agent shall have received, at least three Business Days prior to the Second Amendment Effective Date, all documentation and other information regarding the Loan Parties as is reasonably requested by it at least five Business Days in advance of the Second Amendment Effective Date, which documentation or other information is required by bank regulatory authorities under applicable “know-your-customer” and anti-money laundering rules and regulations, including the Patriot Act.

(vi) Fees and Expenses. All costs, fees, expenses (including, without limitation, legal fees and expenses) to the extent invoiced at least two Business Days prior to the Second Amendment Effective Date and the fees contemplated by the fee letters entered into by the Borrower on the date hereof payable to the Administrative Agent or the Lenders shall have been paid on or prior to the Second Amendment Effective Date, in each case, to the extent required by such fee letters or this Amendment to be paid on or prior to the Second Amendment Effective Date.

4. Representations and Warranties. To induce the Administrative Agent and the Lenders party hereto to enter into this Amendment, the Borrower hereby represents and warrants to the Administrative Agent and the Lenders, that:

(a) This Amendment and the Credit Agreement as modified hereby constitute legal, valid and binding obligations of the Borrower, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors’ rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) As of the date hereof and after giving effect to the terms of this Amendment, (i) no Default or Event of Default has occurred and is continuing and (ii) the representations and warranties of the Borrower set forth in the Loan Documents (excluding the representations and warranties set forth in Sections 3.04(b) and 3.06(a) of the Credit Agreement) are true and correct in all material respects (or in all respects if such representation or warranty is qualified by Material Adverse Effect or other materiality qualifier) with the same effect as though made on and as of the date hereof, except to the extent that any such representation or warranty specifically refers to an earlier date, in which case such representation or warranty is true and correct in all material respects (or in all respects if such representation or warranty is qualified by Material Adverse Effect or other materiality qualifier) as of such earlier date.

5. Reference to and Effect on the Credit Agreement.

(a) Upon the Second Amendment Effective Date and except as expressly set forth herein, (i) each reference in the Credit Agreement and the other Loan Documents to “this Agreement”, “hereunder”, “hereof” or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement, as specifically amended by this Amendment and (ii) each reference to a “Commitment” or “Loan” shall be deemed to include the Second Amendment Revolving Commitments or Second Amendment Revolving Loans, or Incremental Term Loans, as applicable, and all other related terms will have correlative meanings *mutatis mutandis*.

(b) The Credit Agreement and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby reaffirmed, ratified and confirmed.

(c) Except with respect to the subject matter hereof, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders, nor constitute a waiver of any provision of the Credit Agreement or any other documents, instruments and agreements executed and/or delivered in connection therewith.

(d) This Amendment is a Loan Document under (and as defined in) the Credit Agreement.

6. Miscellaneous.

(a) Governing Law. This Amendment shall be construed in accordance with and governed by the law of the State of New York.

(b) Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(c) Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by facsimile, PDF or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Amendment.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

LAM RESEARCH CORPORATION, as the Borrower

By: /s/ Douglas R. Bettinger

Name: Douglas R. Bettinger

Title: Executive Vice President, Chief Financial Officer

JPMORGAN CHASE BANK, N.A., individually as a Lender and as Administrative Agent

By: /s/ Alex McKindra
Name: Alex McKindra
Title: Managing Director

GOLDMAN SACHS BANK USA, as Second Amendment Incremental Revolving
Lender and as a Lender

By: /s/ Josh Rosenthal
Name: Josh Rosenthal
Title: Authorized Signatory

Barclays Bank PLC, as Second Amendment Incremental Revolving Lender and as a
Lender

By: /s/ Chris Walton
Name: Chris Walton
Title: Director

Citibank, N.A., as Second Amendment Incremental Revolving Lender and as a Lender

By: /s/ Susan M. Olsen
Name: Susan M. Olsen
Title: Vice President

Bank of America, N.A., as Second Amendment Incremental Revolving Lender and as a Lender

By: /s/ Janet Fung
Name: Janet Fung
Title: Vice President

BNP Paribas, as Second Amendment Incremental Revolving Lender and as a Lender

By: /s/ Matthew Harvey
Name: Matthew Harvey
Title: Managing Director

By: /s/ Todd Rodgers
Name: Todd Rodgers
Title: Director

DEUTSCHE BANK AG NEW YORK BRANCH, as Second Amendment Incremental
Revolving Lender and as a Lender

By: /s/ Ming K Chu
Name: Ming K Chu
Title: Director

By: /s/ Virginia Cosenza
Name: Virginia Cosenza
Title: Vice President

Mizuho Bank, Ltd., as Second Amendment Incremental Revolving Lender and as a Lender

By: /s/ Daniel Guevara

Name: Daniel Guevara

Title: Authorized Signatory

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., as Second Amendment Incremental
Revolving Lender and as a Lender

By: /s/ Lillian Kim
Name: Lillian Kim
Title: Director

Wells Fargo Bank, N.A., as Second Amendment Incremental Revolving Lender and as a Lender

By: /s/ Elizabeth Gaynor

Name: Elizabeth Gaynor

Title: Director

DBS Bank Ltd., as Second Amendment Incremental Revolving Lender and as a Lender

By: /s/ Santanu Mitra
Name: Santanu Mitra
Title: Executive Director

HSBC Bank USA, N.A., as Second Amendment Incremental Revolving Lender and as a Lender

By: /s/ Mark Gibbs

Name: Mark Gibbs

Title: Relationship Manager

PNC Bank, NA, as Second Amendment Incremental Revolving Lender and as a Lender

By: /s/ Scott W Miller
Name: Scott W Miller
Title: Vice President

SUNTRUST Bank, as Second Amendment Incremental Revolving Lender and as a
Lender

By: /s/ Min Park
Name: Min Park
Title: Vice President

ANNEX I

SCHEDULE 2.01

COMMITMENTS

Lender	Commitments
JPMorgan Chase Bank, N.A.	\$130,000,000.00
Bank of America, N.A.	\$130,000,000.00
Goldman Sachs Bank USA	\$130,000,000.00
Citibank, N.A.	\$130,000,000.00
Barclays Bank PLC	\$130,000,000.00
Mizuho Bank, Ltd.	\$76,000,000.00
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	\$76,000,000.00
Wells Fargo Bank, N.A.	\$76,000,000.00
BNP Paribas	\$76,000,000.00
Deutsche Bank AG New York Branch	\$76,000,000.00
HSBC Bank USA, National Association	\$55,000,000.00
PNC Bank, National Association	\$55,000,000.00
SunTrust Bank	\$55,000,000.00
DBS Bank Ltd.	\$55,000,000.00
Total	\$1,250,000,000.00

FOR IMMEDIATE RELEASE**Lam Research Corporation Contacts:**

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Lam Research Corporation Reports Financial Results for the Quarter Ended September 24, 2017

FREMONT, Calif., October 17, 2017 - Lam Research Corp. (Nasdaq: LRCX) today announced financial results for the quarter ended September 24, 2017 (the "September 2017 quarter").

Highlights for the September 2017 quarter were as follows:

- Shipments of \$2.38 billion and revenue of \$2.48 billion.
- U.S. GAAP gross margin of 46.4%, U.S. GAAP operating margin of 28.0%, and U.S. GAAP diluted EPS of \$3.21.
- Non-GAAP gross margin of 47.2%, non-GAAP operating margin of 29.6%, and non-GAAP diluted EPS of \$3.46.

**Key Financial Data for the Quarters Ended
September 24, 2017 and June 25, 2017**

(in thousands, except per-share data, percentages, and basis points)

U.S. GAAP			
	September 2017	June 2017	Change Q/Q
Shipments	\$ 2,381,565	\$ 2,542,664	- 6%
Revenue	\$ 2,478,140	\$ 2,344,907	+ 6%
Gross margin as percentage of revenue	46.4%	45.6%	+ 80 bps
Operating margin as percentage of revenue	28.0%	25.9%	+ 210 bps
Diluted EPS	\$ 3.21	\$ 2.82	+ 14%
Non-GAAP			
	September 2017	June 2017	Change Q/Q
Shipments	\$ 2,381,565	\$ 2,542,664	- 6%
Revenue	\$ 2,478,140	\$ 2,344,907	+ 6%
Gross margin as percentage of revenue	47.2%	46.5%	+ 70 bps
Operating margin as percentage of revenue	29.6%	27.7%	+ 190 bps
Diluted EPS	\$ 3.46	\$ 3.11	+ 11%

U.S. GAAP Financial Results

For the September 2017 quarter, revenue was \$2,478 million, gross margin was \$1,149 million, or 46.4% of revenue, operating expenses were \$456 million, operating margin was 28.0% of revenue, and net income was \$591 million, or \$3.21 per diluted share on a U.S. GAAP basis. This compares to revenue of \$2,345 million, gross margin of \$1,069 million, or 45.6% of revenue, operating expenses of \$461 million, operating margin of 25.9% of revenue, and net income of \$526 million, or \$2.82 per diluted share, for the quarter ended June 25, 2017 (the "June 2017 quarter").

Non-GAAP Financial Results

For the September 2017 quarter, non-GAAP gross margin was \$1,171 million or 47.2% of revenue, non-GAAP operating expenses were \$438 million, non-GAAP operating margin was 29.6% of revenue, and non-GAAP net income was \$628 million, or \$3.46 per diluted share. This compares to non-GAAP gross margin of \$1,090 million or 46.5% of revenue, non-GAAP operating expenses of \$440 million, non-GAAP operating margin of 27.7% of revenue, and non-GAAP net income of \$566 million, or \$3.11 per diluted share for the June 2017 quarter.

"Lam delivered another record quarter for revenue and non-GAAP income in September and our positive momentum continues, with calendar year shipments on track to grow nearly double the rate of 2017 industry growth," said Martin Anstice, Lam Research's President and Chief Executive Officer. "The foundation of silicon in an economy that is increasingly data driven, combined with disciplined investment and more diversified demand drivers, points to sustainable semiconductor industry capital spending. Lam's differentiated products and services are increasingly relevant to the success of our customers, and that remains a core element of our strategic focus. For more than five years, we have consistently reported outperformance and this track record, combined with our commitment to invest in our future with a focus on disruptive technologies and enabling roadmaps, sets the stage for what we see as a very exciting future for the company."

Balance Sheet and Cash Flow Results

Cash and cash equivalents, short-term investments, and restricted cash and investments balances increased slightly to \$6.4 billion at the end of the September 2017 quarter compared to \$6.3 billion at the end of the June 2017 quarter. Cash flows from operating activities during the September 2017 quarter of \$858 million were primarily utilized for approximately \$155 million of share repurchases, including net share settlement on employee stock-based compensation; approximately \$302 million of principal payments on debt, primarily related to our convertible notes; approximately \$73 million of dividends paid to stockholders; approximately \$60 million of capital expenditures; and approximately \$116 million related to a business acquisition.

Deferred revenue at the end of the September 2017 quarter decreased to \$938 million as compared to \$966 million at the end of the June 2017 quarter. Deferred profit at the end of the September 2017 quarter decreased to \$598 million as compared to \$608 million at the end of the June 2017 quarter. Lam's deferred revenue balance does not include shipments to Japanese customers, to whom title does not transfer until customer acceptance. Shipments to Japanese customers are classified as inventory at cost until the time of acceptance. The estimated future revenue from shipments to Japanese customers was approximately \$344 million as of September 24, 2017 and \$397 million as of June 25, 2017.

Geographic Distribution

The geographic distribution of shipments and revenue during the September 2017 quarter is shown in the following table:

<u>Region</u>	<u>Shipments</u>	<u>Revenue</u>
Korea	38%	38%
Japan	19%	20%
Taiwan	15%	14%
China	10%	14%
United States	8%	6%
Southeast Asia	5%	5%
Europe	5%	3%

Outlook

For the December 2017 quarter, Lam is providing the following guidance:

	<u>U.S. GAAP</u>			<u>Reconciling Items</u>	<u>Non-GAAP</u>		
Shipments	\$2.60 Billion	+/-	\$100 Million	—	\$2.60 Billion	+/-	\$100 Million
Revenue	\$2.55 Billion	+/-	\$100 Million	—	\$2.55 Billion	+/-	\$100 Million
Gross margin	46.6%	+/-	1%	\$ 23 Million	47.5%	+/-	1%
Operating margin	28.4%	+/-	1%	\$ 41 Million	30.0%	+/-	1%
Net income per diluted share	\$3.40	+/-	\$0.12	\$ 38 Million	\$3.65	+/-	\$0.12
Diluted share count	184 Million			2 Million	182 Million		

The information provided above is only an estimate of what the Company believes is realizable as of the date of this release, and does not incorporate the potential impact of any business combinations, asset acquisitions, divestitures, balance sheet valuation adjustments, financing arrangements, other investments, or other significant transactions that may be completed after the date of this release. U.S. GAAP to non-GAAP reconciling items provided include only those items that are known and can be estimated as of the date of this release. Actual results will vary from this model and the variations may be material. Reconciling items included above are as follows:

- Gross margin - amortization related to intangible assets acquired through business combinations, \$22 million; business process reengineering, \$1 million; totaling \$23 million.
- Operating margin - amortization related to intangible assets acquired through business combinations, \$39 million; business process reengineering, \$2 million; totaling \$41 million.
- Earnings per share - amortization related to intangible assets acquired through business combinations, \$39 million; business process reengineering, \$2 million; amortization of note discounts, \$4 million; and associated tax benefit for non-GAAP items (\$7 million); totaling \$38 million.
- Diluted share count - impact of a note hedge issued contemporaneously with the convertible notes due 2018, 2 million shares.

Use of Non-GAAP Financial Results

In addition to U.S. GAAP results, this press release also contains non-GAAP financial results. The Company's non-GAAP results for both the September 2017 and June 2017 quarters exclude amortization related to intangible assets acquired through business combinations, costs associated with business process reengineering, the amortization of note discounts, tax benefit of non-GAAP items, and income tax benefit on the conclusion of tax matters related to a prior business combination. Additionally, the September 2017 quarter non-GAAP results exclude acquisition costs associated with a business combination.

Management uses non-GAAP gross margin, operating expense, operating income, operating margin, net income, and net income per diluted share to evaluate the Company's operating and financial results. The Company believes the presentation of non-GAAP results is useful to investors for analyzing business trends and comparing performance to prior periods, along with enhancing investors' ability to view the Company's results from management's perspective. Tables presenting reconciliations of non-GAAP results to U.S. GAAP results are included at the end of this press release and on the Company's website at <http://investor.lamresearch.com>.

Caution Regarding Forward-Looking Statements

Statements made in this press release that are not of historical fact are forward-looking statements and are subject to the safe harbor provisions created by the Private Securities Litigation Reform Act of 1995. Such forward-looking statements relate to, but are not limited to; the estimated future revenue from shipments to Japanese customers; our revenue, industry, performance and general outlooks, and their drivers; our future strategic relevance to customers; our vision of the Company's future; technology demand trends; the legal and business factors that may affect our future tax rate; and our guidance for shipments, revenue, gross margin, operating margin, net income or earnings per diluted share, and diluted share count. Some factors that may affect these forward-looking statements include: business conditions in the consumer electronics industry, the semiconductor industry and the overall economy may deteriorate or change; and the actions of our customers and competitors may be inconsistent with our expectations, as well as the other risks and uncertainties that are described in the documents filed or furnished by us with the Securities and Exchange Commission, including specifically the Risk Factors described in our annual report on Form 10-K for the fiscal year ended June 25, 2017. These uncertainties and changes could materially affect the forward looking statements and cause actual results to vary from expectations in a material way. The Company undertakes no obligation to update the information or statements made in this release.

About Lam Research

Lam Research Corp. is a global supplier of innovative wafer fabrication equipment and services to the semiconductor industry. As a trusted, collaborative partner to the world's leading semiconductor companies, we combine superior systems engineering capability, technology leadership, and unwavering commitment to customer success to accelerate innovation through enhanced device performance. In fact, today, nearly every advanced chip is built with Lam technology. Lam Research (Nasdaq: LRCX) is a FORTUNE 500® company headquartered in Fremont, Calif., with operations around the globe. Learn more at www.lamresearch.com. (LRCX-F)

Consolidated Financial Tables Follow.

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LAM RESEARCH CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share data and percentages)
(unaudited)

	Three Months Ended		
	September 24, 2017	June 25, 2017	September 25, 2016
Revenue	\$ 2,478,140	\$ 2,344,907	\$ 1,632,419
Cost of goods sold	1,328,797	1,275,946	916,222
Gross margin	1,149,343	1,068,961	716,197
Gross margin as a percent of revenue	46.4%	45.6%	43.9%
Research and development	275,078	285,712	235,240
Selling, general and administrative	181,043	175,310	165,010
Total operating expenses	456,121	461,022	400,250
Operating income	693,222	607,939	315,947
Operating income as a percent of revenue	28.0%	25.9%	19.4%
Other expense, net	(5,502)	(4,444)	(23,154)
Income before income taxes	687,720	603,495	292,793
Income tax expense	(97,030)	(77,071)	(28,958)
Net income	\$ 590,690	\$ 526,424	\$ 263,835
Net income per share:			
Basic	\$ 3.64	\$ 3.25	\$ 1.64
Diluted	\$ 3.21	\$ 2.82	\$ 1.47
Number of shares used in per share calculations:			
Basic	162,141	162,213	160,607
Diluted	183,880	186,427	180,017
Cash dividend declared per common share	\$ 0.45	\$ 0.45	\$ 0.30

LAM RESEARCH CORPORATION
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands)

	September 24, 2017	June 25, 2017	September 25, 2016
	(unaudited)	(1)	(unaudited)
ASSETS			
Cash and cash equivalents	\$ 2,406,462	\$ 2,377,534	\$ 5,861,701
Investments	3,775,925	3,663,628	1,352,775
Accounts receivable, net	1,530,762	1,673,398	1,290,317
Inventories	1,328,297	1,232,916	931,581
Other current assets	187,334	195,022	162,628
Total current assets	9,228,780	9,142,498	9,599,002
Property and equipment, net	745,600	685,595	649,587
Restricted cash and investments	256,045	256,205	255,640
Goodwill and intangible assets	1,904,389	1,796,668	1,912,431
Other assets	263,812	241,799	219,702
Total assets	\$ 12,398,626	\$ 12,122,765	\$ 12,636,362
LIABILITIES AND STOCKHOLDERS' EQUITY			
Current portion of convertible notes and capital leases	\$ 639,907	\$ 908,439	\$ 952,999
Other current liabilities	2,148,724	2,041,676	1,533,253
Total current liabilities	2,788,631	2,950,115	2,486,252
Long-term debt and capital leases	1,793,477	1,784,974	3,378,179
Income taxes payable	129,611	120,178	241,671
Other long-term liabilities	278,733	280,186	142,910
Total liabilities	4,990,452	5,135,453	6,249,012
Temporary equity, convertible notes	136,996	169,861	202,467
Stockholders' equity (2)	7,271,178	6,817,451	6,184,883
Total liabilities and stockholders' equity	\$ 12,398,626	\$ 12,122,765	\$ 12,636,362

(1) Derived from audited financial statements.

(2) Common shares issued and outstanding were 162,144 as of September 24, 2017, 161,723 as of June 25, 2017, and 161,706 as of September 25, 2016.

LAM RESEARCH CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands, unaudited)

	Three Months Ended		
	September 24, 2017	June 25, 2017	September 25, 2016
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	\$ 590,690	\$ 526,424	\$ 263,835
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	79,142	79,036	74,562
Deferred income taxes	43,204	35,069	7,633
Equity-based compensation expense	41,783	43,802	38,595
Amortization of note discounts and issuance costs	4,588	6,114	6,830
Other, net	6,569	8,151	16,807
Changes in operating assets and liabilities	92,330	30,676	64,962
Net cash provided by operating activities	858,306	729,272	473,224
CASH FLOWS FROM INVESTING ACTIVITIES:			
Capital expenditures and intangible assets	(60,064)	(34,811)	(41,979)
Business acquisitions, net of cash acquired	(115,613)	—	—
Net (purchase) sale of available-for-sale securities	(117,774)	93,858	431,750
Transfers of restricted cash and investments	160	(48)	(5,219)
Other, net	(10,600)	103	(7,800)
Net cash (used for) provided by investing activities	(303,891)	59,102	376,752
CASH FLOWS FROM FINANCING ACTIVITIES:			
Principal payments on long-term debt and capital lease obligations and payments for debt issuance costs	(301,727)	(2,445)	(371)
Excess tax benefit on equity-based compensation plans	—	38,635	—
Treasury stock purchases	(155,385)	(525,778)	(1,854)
Dividends paid	(72,738)	(73,709)	(48,052)
Reissuance of treasury stock related to employee stock purchase plan	—	23,120	19,320
Proceeds from issuance of common stock	1,042	369	1,459
Other, net	4	(1)	(10)
Net cash used for financing activities	(528,804)	(539,809)	(29,508)
Effect of exchange rate changes on cash and cash equivalents	3,317	399	1,911
Net increase in cash and cash equivalents	28,928	248,964	822,379
Cash and cash equivalents at beginning of period	2,377,534	2,128,570	5,039,322
Cash and cash equivalents at end of period	\$ 2,406,462	\$ 2,377,534	\$ 5,861,701

Non-GAAP Financial Summary
(in thousands, except percentages and per share data)
(unaudited)

	Three Months Ended	
	September 24, 2017	June 25, 2017
Revenue	\$ 2,478,140	\$ 2,344,907
Gross margin	\$ 1,170,905	\$ 1,090,211
Gross margin as percentage of revenue	47.2%	46.5%
Operating expenses	\$ 438,056	\$ 440,126
Operating income	\$ 732,849	\$ 650,085
Operating margin as a percentage of revenue	29.6%	27.7%
Net income	\$ 627,754	\$ 565,518
Net income per diluted share	\$ 3.46	\$ 3.11
Shares used in per share calculation - diluted	181,412	182,093

Reconciliation of U.S. GAAP Net Income to Non-GAAP Net Income and U.S. GAAP number of dilutive shares to Non-GAAP number of dilutive shares
(in thousands, except per share data)
(unaudited)

	Three Months Ended	
	September 24, 2017	June 25, 2017
U.S. GAAP net income	\$ 590,690	\$ 526,424
Pre-tax non-GAAP items:		
Amortization related to intangible assets acquired through certain business combinations - cost of goods sold	21,562	21,250
Amortization related to intangible assets acquired through certain business combinations - selling, general and administrative	16,413	16,083
Costs associated with business process reengineering - selling, general and administrative	716	4,813
Business combination acquisition-related costs - selling, general and administrative	936	—
Amortization of note discounts - other expense, net	4,104	5,631
Net income tax benefit on non-GAAP items	(6,114)	(5,697)
Income tax benefit on conclusion of certain tax matters	(553)	(2,986)
Non-GAAP net income	\$ 627,754	\$ 565,518
Non-GAAP net income per diluted share	\$ 3.46	\$ 3.11
U.S. GAAP number of shares used for per diluted share calculation	183,880	186,427
Effect of convertible note hedge	(2,468)	(4,334)
Non-GAAP number of shares used for per diluted share calculation	181,412	182,093

Reconciliation of U.S. GAAP Gross Margin, Operating Expenses and Operating Income to Non-GAAP Gross Margin, Operating Expenses and Operating Income
(in thousands, except percentages)
(unaudited)

	Three Months Ended	
	September 24, 2017	June 25, 2017
U.S. GAAP gross margin	\$ 1,149,343	\$ 1,068,961
Pre-tax non-GAAP items:		
Amortization related to intangible assets acquired through certain business combinations	21,562	21,250
Non-GAAP gross margin	\$ 1,170,905	\$ 1,090,211
U.S. GAAP gross margin as a percentage of revenue	46.4%	45.6%
Non-GAAP gross margin as a percentage of revenue	47.2%	46.5%
U.S. GAAP operating expenses	\$ 456,121	\$ 461,022
Pre-tax non-GAAP items:		
Amortization related to intangible assets acquired through certain business combinations	(16,413)	(16,083)
Costs associated with business process reengineering	(716)	(4,813)
Business combination acquisition-related costs	(936)	—
Non-GAAP operating expenses	\$ 438,056	\$ 440,126
Non-GAAP operating income	\$ 732,849	\$ 650,085
U.S. GAAP operating margin as percent of revenue	28.0%	25.9%
Non-GAAP operating margin as a percent of revenue	29.6%	27.7%