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

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**SCHEDULE 13D**

Under the Securities Exchange Act of 1934

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**EXAR CORPORATION**

(Name of Issuer)

**Common Stock, \$0.0001 Par Value Per Share**  
(Title of Class of Securities)

**300645108**  
(CUSIP Number of Class of Securities)

**Kishore Seendripu, Ph. D.**  
**President and Chief Executive Officer**  
**MaxLinear, Inc.**  
**5966 La Place Court, Suite 100**  
**Carlsbad, CA 92008**  
**(760) 692-0711**

With a copy to:

**Robert F. Kornegay**  
**Wilson Sonsini Goodrich and Rosati P.C.**  
**12235 El Camino Real, Suite 200**  
**San Diego, CA 92130**  
**(858) 350-2300**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**March 28, 2017**  
(Date of Event Which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box:

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**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 240.13d-7 for other parties to whom copies are to be sent.

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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SCHEDULE 13D

CUSIP No. 300645108

1	Names of Reporting Persons MaxLinear, Inc.
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3	SEC Use Only
4	Source of Funds (See Instructions) OO (See Item 3)
5	Check if Disclosure of Legal Proceeding Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or Place of Organization Delaware
Number of Shares Beneficially Owned by Each Reporting Person With	7 Sole Voting Power 0
	8 Shared Voting Power 10,431,634 (See Item 5)
	9 Sole Dispositive Power 0
	10 Shared Dispositive Power 10,431,634 (See Item 5)
11	Aggregate Amount Beneficially Owned by Each Reporting Person 10,431,634 (See Item 5)
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>
13	Percent of Class Represented by Amount in Row (11) 20% (See Item 5) (based on 51,192,445 shares of Common Stock outstanding as of March 27, 2017)
14	Type of Reporting Person (See Instructions) OO

SCHEDULE 13D

CUSIP No. 300645108

1	Names of Reporting Persons  Eagle Acquisition Corporation	
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds (See Instructions)  OO (See Item 3)	
5	Check if Disclosure of Legal Proceeding Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization  Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power  0
	8	Shared Voting Power  10,431,634 (See Item 5)
	9	Sole Dispositive Power  0
	10	Shared Dispositive Power  10,431,634 (See Item 5)
11	Aggregate Amount Beneficially Owned by Each Reporting Person  10,431,634 (See Item 5)	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11)  20% (See Item 5) (based on 51,192,445 shares of Common Stock outstanding as of March 27, 2017)	
14	Type of Reporting Person (See Instructions)  OO	

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## Item 1. Security and Issuer

This statement on Schedule 13D (this “Statement”) is being filed on behalf of the Reporting Persons (as defined in Item 2(a) below) with respect to the shares of Common Stock, par value \$0.0001 per share (the “Common Stock”) of Exar Corporation, a Delaware corporation (“Exar”), whose principal executive offices are located at 48720 Kato Road, Fremont, CA 94538.

## Item 2. Identity and Background.

(a) This Statement is being filed jointly on behalf of MaxLinear, Inc., a Delaware Corporation (“MaxLinear”) and Eagle Acquisition Corporation, a Delaware corporation and wholly owned subsidiary of MaxLinear (“Purchaser”).

Schedule I hereto, with respect to MaxLinear and Schedule II hereto, with respect to Purchaser sets forth lists of all the directors/managers and executive officers or persons holding equivalent positions (the “Scheduled Persons”) of each such Reporting Person.

The Reporting Persons have entered into a Joint Filing Agreement, dated March 31, 2017, a copy of which is attached as Exhibit 99.1 hereto, pursuant to which the Reporting Persons have agreed to file this statement jointly in accordance with the provisions of Rule 13d-1(k)(1) of the Act.

(b) The address of the principal business and principal office of each of the Reporting Persons is c/o MaxLinear, Inc., 5966 La Place Court, Suite 100, Carlsbad, CA 92008. Schedule I and Schedule II hereto set forth the principal business address of each Scheduled Person.

(c) MaxLinear is a provider of radio frequency, or RF, and mixed-signal integrated circuits for cable and satellite broadband communications and the connected home, and wired and wireless infrastructure markets. Its high performance RF receiver products capture and process digital and analog broadband signals to be decoded for various applications. The preceding description of MaxLinear and its business has been taken from MaxLinear’s Annual Report on Form 10-K for the fiscal year ended December 31, 2016 and is qualified in its entirety by reference to such Form 10-K. Purchaser is a Delaware corporation incorporated on March 27, 2017 and a wholly owned subsidiary of MaxLinear. Purchaser was formed solely for the purpose of completing the proposed Offer and Merger and has conducted no business activities other than those related to the structuring and negotiating of the Offer and the Merger. Purchaser has minimal assets and liabilities other than the contractual rights and obligations related to the Acquisition Agreement. Schedule I and Schedule II hereto set forth the principal occupation or employment of each Scheduled Person.

(d) During the last five years, none of the Reporting Persons nor any of the Scheduled Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons nor any of the Scheduled Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree, or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violations with respect to such laws.

(f) MaxLinear and Purchaser are organized under the laws of the State of Delaware. Schedule I and Schedule II hereto set forth the citizenship of each Scheduled Person.

## Item 3. Sources and Amount of Funds or Other Consideration

As described in response to Item 4, the shares of Common Stock to which this Statement relates have not been purchased by the Reporting Persons as of the date of this filing, and thus no funds were used for this purpose.

It is anticipated that the funding for the transactions contemplated by the Acquisition Agreement (as defined in Item 4 below) (the “Transactions”) will consist of a combination of cash from the combined balance sheets of MaxLinear and Exar and a term loan facility. JPMorgan Chase Bank, N.A., Deutsche Bank AG New York Branch Deutsche Bank Securities Inc. and MaxLinear have entered into a debt commitment letter in connection with the Acquisition Agreement.

As a condition to MaxLinear’s and Purchaser’s willingness to enter into the Acquisition Agreement, MaxLinear and Purchaser entered into Support Agreements (as defined in Item 4 below) with the Supporting Stockholders (as defined in Item 4 below). Pursuant to, and subject to the terms and conditions of, the Support Agreements, each Supporting Stockholder has agreed, among other

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things, to tender, and not withdraw, the Subject Shares (as defined in Item 4 below) without the prior written consent of MaxLinear. None of the Reporting Persons or Exar paid additional consideration to the Supporting Stockholders in connection with the execution and delivery of the Support Agreements.

#### **Item 4. Purpose of Transaction.**

##### ***Acquisition Agreement and Tender Offer***

On March 28, 2017, MaxLinear and Purchaser entered into an Acquisition Agreement with Exar, a copy of which has been filed as Exhibit 2.1 to the MaxLinear's Current Report on Form 8-K filed on March 29, 2017, and is incorporated by reference in its entirety as Exhibit 99.2 (the "Acquisition Agreement"). Under the Acquisition Agreement, among other things, Purchaser will commence a tender offer (the "Offer") to purchase all of the Common Stock, at a price per share of \$13.00, net to the holders thereof in cash, without interest (the "Offer Price"). Upon successful completion of the Offer, and subject to the terms and conditions of the Acquisition Agreement, Purchaser will be merged with and into Exar (the "Merger"), and Exar will survive the Merger as a direct wholly owned subsidiary of MaxLinear. The Merger will be governed by Section 251(h) of the General Corporation Law of the State of Delaware (the "DGCL"), with no stockholder vote required to consummate the Merger. After consummation of the Acquisition Agreement, the certificate of incorporation, bylaws, directors and officers of the surviving corporation will be that of Purchaser.

##### ***Support Agreements***

In connection with the execution and delivery of the Acquisition Agreement, MaxLinear and Purchaser entered into, in each case dated as of March 28, 2015, a support agreement with each of (i) Behrooz Abdi, (ii) Rodfre Investments, Inc., (iii) Izak Bencuya, (iv) Ryan A. Benton, (v) Pierre Guilbault, (vi) Brian Hilton, (vii) Hung Le, (viii) James Lougheed, (ix) Gary Meyers, (x) Simcoe Partners, L.P., Simcoe Management Company, LLC, SDR Partners, LLC, Simcoe Capital Management, LLC, and Jeffrey Jacobowitz (together, the "Simcoe Affiliates"), (xi) Keith Tainsky and (xii) Daniel Wark (collectively, the "Support Agreements") (the persons described in clauses (i) through (xii), collectively, the "Supporting Stockholders"). Pursuant to and subject to the terms and conditions of the Support Agreements, the Supporting Stockholders agreed, subject to certain limited specified exceptions as set forth therein, to tender, and not withdraw, all outstanding shares of Common Stock beneficially owned by them, or acquired by them after such date (collectively, the "Subject Shares"). In addition, pursuant to and subject to the terms and conditions of the Support Agreements, the Supporting Stockholders have agreed, subject to certain exceptions as set forth therein, to refrain from transferring, selling or otherwise disposing of the Subject Shares and soliciting alternative acquisition proposals to the Transactions. The Support Agreements will automatically terminate upon certain circumstances, including upon termination of the Acquisition Agreement.

Based upon information provided by the Supporting Stockholders in their respective Support Agreements, as of March 28, 2017, the Subject Shares included: (i) 29,540 Shares of Common Stock beneficially owned by Behrooz Abdi, (ii) 7,591,605 Shares of Common Stock beneficially owned by Rodfre Investments, Inc., (iii) 45,000 Shares of Common Stock beneficially owned by Izak Bencuya, (iv) 18,205 Shares of Common Stock beneficially owned by Ryan A. Benton, (v) 14,500 Shares of Common Stock beneficially owned by Pierre Guilbault, (vi) 38,000 Shares of Common Stock beneficially owned by Brian Hilton, (vii) 2,818 Shares of Common Stock beneficially owned by Hung Le, (viii) 25,805 Shares of Common Stock beneficially owned by James Lougheed, (ix) 63,625 Shares of Common Stock beneficially owned by Gary Meyers, (x) 2,577,901 Shares of Common Stock beneficially owned by the Simcoe Affiliates, (xi) 0 Shares of Common Stock beneficially owned by Keith Tainsky and (xii) 24,635 Shares of Common Stock beneficially owned by Daniel Wark.

The Reporting Persons may be deemed to have acquired shared voting and disposition power with respect to the Subject Shares by reason of the execution and delivery of the Support Agreements by MaxLinear and Purchaser.

The foregoing descriptions of the Acquisition Agreement and the Support Agreements do not purport to be complete and are qualified in their entirety by reference to such agreements. The Acquisition Agreement and the Support Agreements are each attached hereto as Exhibits 99.2, 99.3, 99.4, 99.5, 99.6, 99.7, 99.8, 99.9, 99.10, 99.11, 99.12, 99.13 and 99.14 respectively, to this Statement and incorporated by referenced herein.

The primary purpose of the transactions described above is for MaxLinear, through Purchaser, to acquire all of the outstanding shares of Common Stock. MaxLinear required that the Supporting Stockholders agree to enter into the Support Agreements as part of the inducements for MaxLinear and Purchaser to enter into the Acquisition Agreement and to consummate the Transactions, including the Offer and the Merger. Upon consummation of the Transactions, Exar will become a wholly-owned subsidiary of MaxLinear, the Common Stock will cease to be freely traded or listed and will be de-registered under the Act.

Except as set forth in this Statement or as contemplated by the Acquisition Agreement and the Support Agreements, none of the Reporting Persons nor, to the knowledge of the Reporting Persons, any of the Scheduled Persons has any present plans or proposals which relate to or which would result in any of the transactions described in subparagraphs (a) through (j) of

**Item 5. Interest in Securities of the Issuer.**

(a) The Supporting Stockholders collectively own 10,431,634 shares of Common Stock. The Reporting Persons, for the purpose of Rule 13d-3 under the Act, therefore may, by reason of the execution and delivery of the Support Agreements, be deemed to share beneficial ownership over 10,431,634 shares of Common Stock, which would represent 20% of the Common Stock, issued and outstanding as of March 27, 2017, as disclosed in the Acquisition Agreement. Other than for the purposes of Rule 13d-3 under the Act, the Reporting Persons expressly disclaim beneficial ownership of such shares, and nothing herein shall be deemed to be an admission by the Reporting Persons as to the beneficial ownership of such shares. To the Reporting Persons' knowledge, no shares of Common Stock are beneficially owned by any Scheduled Person.

(b) The Reporting Persons, by reason of the execution and delivery of the Support Agreements, may be deemed to have shared dispositive power with the Supporting Stockholders with respect to 10,431,634 shares of Common Stock, representing approximately 20% of the Common Stock, issued and outstanding as of March 27, 2017, as disclosed in the Acquisition Agreement. Neither the filing of this Statement nor any of its contents shall be deemed to constitute an admission that any Reporting Person or any of its affiliates is the beneficial owner of any shares of Common Stock for purposes of Section 13(d) of the Act or for any other purpose. The Reporting Persons (i) are not entitled to any rights as a stockholder of Exar as to the Subject Shares, except as otherwise expressly provided in the Support Agreements, and (ii) have no power to vote, direct the voting of, dispose of, or direct the disposal of, any shares of Common Stock other than the power provided pursuant to the Support Agreements.

(c) Except as described in this Statement (including the schedules to this Statement), during the last sixty (60) days there were no transactions in the Common Stock effected by the Reporting Persons or the Scheduled Persons.

(d) Except as set forth in this Item 5 and for persons referred to in Items 2 and 4 above, no person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Common Stock that may be deemed to be beneficially owned by the Reporting Persons.

(e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings, or Relationships with Respect to Securities of the Issuer.**

Pursuant to Rule 13d-1(k) promulgated under the Act, the Reporting Persons have entered into a Joint Filing Agreement, attached hereto as Exhibit 99.1 and incorporated by reference herein, with respect to the joint filing of this Statement and any amendments thereto. The information set forth, or incorporated by reference, in Item 3 through 5 of this Statement is hereby incorporated by reference into this Item 6. Except as described herein, there are no contracts, arrangements, undertakings or relationships (legal or otherwise) among the persons named in Item 2 above or between such persons and any other person with respect to any securities of the Company.

**Item 7. Material to be Filed as Exhibits.**

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|--------------|--|
| Exhibit 99.1 | Joint Filing Agreement, dated March 31, 2017, by and between the Reporting Persons.  |
| Exhibit 99.2 | Acquisition Agreement among MaxLinear, Inc., Eagle Acquisition Corporation, and Exar Corporation, dated as of March 28, 2017 (incorporated by reference to Exhibit 2.1 to MaxLinear's Current Report on Form 8-K filed on March 29, 2017). |
| Exhibit 99.3 | Support Agreement, dated as of March 28, 2017, by and among MaxLinear, Inc., Eagle Acquisition Corporation, and Behrooz Abdi.  |
| Exhibit 99.4 | Support Agreement, dated as of March 28, 2017, by and among MaxLinear, Inc., Eagle Acquisition Corporation and Rodfre Investments, Inc.  |
| Exhibit 99.5 | Support Agreement, dated as of March 28, 2017, by and among MaxLinear, Inc., Eagle Acquisition Corporation and Izak Bencuya.   |
| Exhibit 99.6 | Support Agreement, dated as of March 28, 2017, by and among MaxLinear, Inc., Eagle Acquisition Corporation and Ryan A. Benton.   |

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- Exhibit 99.7 Support Agreement, dated as of March 28, 2017, by and among MaxLinear, Inc., Eagle Acquisition Corporation and Pierre Guilbault.
- Exhibit 99.8 Support Agreement, dated as of March 28, 2017, by and among MaxLinear, Inc., Eagle Acquisition Corporation and Brian Hilton.
- Exhibit 99.9 Support Agreement, dated as of March 28, 2017, by and among MaxLinear, Inc., Eagle Acquisition Corporation and Hung Le.
- Exhibit 99.10 Support Agreement, dated as of March 28, 2017, by and among MaxLinear, Inc., Eagle Acquisition Corporation and James Loughheed.
- Exhibit 99.11 Support Agreement, dated as of March 28, 2017, by and among MaxLinear, Inc., Eagle Acquisition Corporation and Gary Meyers.
- Exhibit 99.12 Support Agreement, dated as of March 28, 2017, by and among MaxLinear, Inc., Eagle Acquisition Corporation, Simcoe Partners, L.P., Simcoe Management Company, LLC, SDR Partners, LLC, Simcoe Capital Management, LLC, and Jeffrey Jacobowitz.
- Exhibit 99.13 Support Agreement, dated as of March 28, 2017, by and among MaxLinear, Inc., Eagle Acquisition Corporation and Keith Tainsky.
- Exhibit 99.14 Support Agreement, dated as of March 28, 2017, by and among MaxLinear, Inc., Eagle Acquisition Corporation and Daniel Wark.

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**SIGNATURES**

After reasonable inquiry and to the best of our knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: April 4, 2017

**MAXLINEAR, INC.**

By: /s/ Kishore Seendripu

Name: Kishore Seendripu

Title: President and Chief Executive Officer

Dated: April 4, 2017

**EAGLE ACQUISITION CORPORATION**

By: /s/ Kishore Seendripu

Name: Kishore Seendripu

Title: President and Chief Executive Officer



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**SCHEDULE I****MaxLinear, Inc.**

<b>Name and Position of Officer/Manager</b>	<b>Principal Business Address</b>	<b>Principal Occupation or Employment</b>	<b>Citizenship</b>
<b>Kishore Seendripu</b> Chairman of the Board, President and Chief Executive Officer	5966 La Place Court, Suite 100 Carlsbad, CA 92008	President and Chief Executive Officer of MaxLinear, Inc.	USA
<b>Thomas E. Pardun</b> Lead Director	5966 La Place Court, Suite 100 Carlsbad, CA 92008	—	USA
<b>Steven C. Craddock</b> Director	5966 La Place Court, Suite 100 Carlsbad, CA 92008	—	USA
<b>Curtis Ling</b> Director	5966 La Place Court, Suite 100 Carlsbad, CA 92008	Chief Technical Officer of MaxLinear, Inc.	USA
<b>Albert J. Moyer</b> Director	5966 La Place Court, Suite 100 Carlsbad, CA 92008	—	USA
<b>Donald E. Schrock</b> Director	5966 La Place Court, Suite 100 Carlsbad, CA 92008	—	USA
<b>Ted Tewksbury</b> Director	5966 La Place Court, Suite 100 Carlsbad, CA 92008	—	USA
<b>Kathi Guiney</b> Vice President of Human Resources	5966 La Place Court, Suite 100 Carlsbad, CA 92008	Vice President of Human Resources of MaxLinear, Inc.	USA
<b>Adam C. Spice</b> Chief Financial Officer	5966 La Place Court, Suite 100 Carlsbad, CA 92008	Chief Financial Officer of MaxLinear, Inc.	Canada
<b>Michael J. LaChance</b> Vice President of Operations	5966 La Place Court, Suite 100 Carlsbad, CA 92008	Vice President of Operations of MaxLinear, Inc.	USA
<b>Madhukar Reddy</b> Vice President of IC and RF Systems Engineering	5966 La Place Court, Suite 100 Carlsbad, CA 92008	Vice President of IC and RF Systems Engineering of MaxLinear, Inc.	USA
<b>William Torgerson</b> Vice President & General Manager of Broadband Group	5966 La Place Court, Suite 100 Carlsbad, CA 92008	Vice President & General Manager of Broadband Group of MaxLinear, Inc.	USA
<b>Brendan Walsh</b> Vice President of Product Line Marketing, Infrastructure Group	5966 La Place Court, Suite 100 Carlsbad, CA 92008	Vice President of Product Line Marketing, Infrastructure Group of MaxLinear, Inc.	USA
<b>Dana McCarty</b> Vice President of Global Sales	5966 La Place Court, Suite 100 Carlsbad, CA 92008	Vice President of Global Sales of MaxLinear, Inc.	USA

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**SCHEDULE II**

**Eagle Acquisition Corporation**

<b><u>Name and Position of Officer/Director</u></b>	<b><u>Principal Business Address</u></b>	<b><u>Principal Occupation or Employment</u></b>	<b><u>Citizenship</u></b>
<b>Kishore Seendripu</b> President and Chief Executive Officer	5966 La Place Court, Suite 100 Carlsbad, CA 92008	President and Chief Executive Officer of MaxLinear	USA
<b>Adam Spice</b> Secretary and Treasurer	5966 La Place Court, Suite 100 Carlsbad, CA 92008	Chief Financial Officer of MaxLinear	Canada

JOINT FILING AGREEMENT

The undersigned acknowledge and agree that the foregoing statement on Schedule 13D is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D shall be filed on behalf of each of the undersigned without the necessity of filing additional joint filing agreements. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning it contained therein, but shall not be responsible for the completeness and accuracy of the information concerning the others, except to the extent that it knows or has reason to believe that such information is inaccurate. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall constitute one and the same instrument.

Dated: March 31, 2017

**MAXLINEAR, INC.**By: /s/ Kishore Seendripu

Name: Kishore Seendripu

Title: President and Chief Executive Officer

Dated: March 31, 2017

**EAGLE ACQUISITION CORPORATION**By: /s/ Kishore Seendripu

Name: Kishore Seendripu

Title: President and Chief Executive Officer

**SUPPORT AGREEMENT**

This Support Agreement (this "Agreement") is entered into as of March 28, 2017 by and among MaxLinear, Inc., a Delaware corporation ("Parent"), Eagle Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), and the person listed as a stockholder of Exar Corporation, a Delaware corporation (the "Company"), on the signature page hereto (the "Stockholder").

**RECITALS**

WHEREAS, concurrently with the execution and delivery of this Agreement, the Company, Merger Sub and Parent are entering into an Agreement and Plan of Merger dated as of the date hereof (as the same may be amended or supplemented, the "Merger Agreement"), which provides, among other things, for Merger Sub to commence a tender offer (the "Offer") to acquire all of the outstanding shares of the Company at a price of Thirteen Dollars and zero cents (\$13.00) per share of the Company, net to the holder thereof in cash, without interest (such amount being hereinafter referred to as the "Offer Price"), and following the completion of the Offer, the merger of Merger Sub with and into the Company (the "Merger"), with the Company continuing as the surviving corporation and becoming a wholly-owned subsidiary of Parent, all on the terms and subject to the conditions set forth in the Merger Agreement. Capitalized terms used herein that are not defined shall have the meanings set forth in the Merger Agreement.

WHEREAS, the Stockholder is the record and beneficial owner of the number of shares of Company Common Stock set forth on Exhibit A hereto (such shares, as they may be adjusted by stock dividend, stock split, recapitalization, combination or exchange of shares, merger, consolidation, reorganization or other change or transaction of or by the Company, together with securities of the Company for which Stockholder has "beneficial ownership," as that term is defined in Rule 13d-3 under the Exchange Act, and shares that may be acquired after the date hereof, including upon vesting of any restricted stock units on Company Common Stock held by the Stockholder or upon the exercise of any options to acquire Company Common Stock by the Stockholder, are collectively referred to herein as the "Shares").

WHEREAS, as an inducement and a condition to the willingness of Parent and Merger Sub to enter into the Merger Agreement, and in consideration of the substantial expenses incurred and to be incurred by them in connection therewith, the Stockholder has agreed to enter into, be legally bound by and perform this Agreement pursuant to which the Stockholder agrees to tender its Shares into the Offer and to take (and refrain from taking) certain other actions in connection with the transactions contemplated by the Merger Agreement.

**AGREEMENTS**

In consideration of the recitals and the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

**1.1 Tender Agreements.**

(a) Agreement to Tender Shares in Offer. Unless this Agreement shall have been terminated pursuant to the terms hereof or the Offer is terminated in accordance with the terms of the Merger Agreement, the Stockholder hereby agrees that such Stockholder shall validly tender (and deliver any certificates evidencing, or an appropriate affidavit of lost certificate with respect thereto, to

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the extent such certificates have been lost, misplaced or destroyed) its Shares held in record name, or direct the broker or such other Person that is the holder of record of any Shares held beneficially by the Stockholder to validly tender such Shares, into the Offer promptly following, and in any event no later than fifteen (15) business days after commencement (within the meaning of Rule 14d-2 under the Exchange Act) of the Offer (or if the Stockholder has not received the Offer Documents by such time, within four (4) business days following receipt of such documents) and no later than five (5) business days after such Stockholder acquires beneficial ownership of any additional Shares in accordance with the procedures set forth in the Offer Documents, free and clear of all Liens.

(b) Termination of Offer. If the Offer is terminated or withdrawn by Merger Sub, or the Merger Agreement is terminated prior to the purchase of Shares in the Offer, Parent and Merger Sub shall promptly and in any event no later than three (3) business days return, and shall cause any depository or paying agent, acting on behalf of Parent and Merger Sub, to promptly and in any event no later than three (3) business days return all tendered Shares to the Stockholder.

(c) Agreement Not to Tender Shares in Competing Offer. At all times commencing with the execution and delivery of this Agreement and continuing until this Agreement shall have been terminated pursuant to the terms hereof, Stockholder shall not tender the Shares into any tender or exchange offer commenced by a Person other than Parent, Merger Sub or any other Subsidiary of Parent.

1.2 Other Covenants of the Stockholder. The Stockholder agrees, while this Agreement is in effect, as follows:

(a) The Stockholder shall not, directly or indirectly, (i) sell, transfer (including by operation of law), pledge, assign or otherwise encumber or dispose of, or enter into any agreement, option or other arrangement (including any profit sharing arrangement) or understanding with respect to any of the Shares to any person other than Parent or Parent's designee; (ii) grant any proxy, power-of-attorney or other authorization or consent with respect to any of the Shares related to any matter that is inconsistent with the Offer, the Merger, or any transactions contemplated by the Merger Agreement or the provisions thereof; (iii) deposit any of the Shares into a voting trust, or enter into a voting agreement or arrangement with respect to any of the Shares; or (iv) knowingly, directly or indirectly, take, or cause the taking of, any other action that would restrict, limit or interfere with the performance of the Stockholder's obligations hereunder; *provided, that*, in the event that the Stockholder is a party, as of February 19, 2017, to a written plan for trading the Shares in accordance with Rule 10b5-1 under the Exchange Act (a "10b5-1 Plan"), the Stockholder may sell pursuant to such 10b5-1 Plan up to that number of Shares as permitted to be sold under such 10b5-1 Plan; *provided, that*, after February 19, 2017, the Stockholder shall not (x) amend such 10b5-1 Plan to increase the number of Shares eligible for sale under such 10b5-1 Plan, (y) deposit any Shares into a voting trust or enter into any voting arrangement, whether by proxy, voting agreement, voting trust, power-of-attorney, attorney-in-fact, agent or otherwise, with respect to the Shares, except as contemplated by this Agreement, or (z) take any other action that would in any way make any representation or warranty of the Stockholder herein untrue or incorrect in any material respect. Notwithstanding the foregoing, the Stockholder may transfer any or all of his, her or its Shares as follows: (1) in the case of a Stockholder that is an entity, to any parent entity, subsidiary or affiliate under common control with such Stockholder, or to a partner or member of such Stockholder, and (2) in the case of a Stockholder that is an individual, to the Stockholder's spouse, ancestors, descendants or any trust for any of their benefits or to a charitable organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or qualified as a charitable organization under the equivalent laws of Canada or its provinces; *provided however*, that in any such case, prior to and as a condition to the effectiveness of such transfer, (A) each person to which any of such Shares or any interest in any of such Shares is or may be transferred shall

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have executed and delivered to Parent and Merger Sub a counterpart to this Agreement pursuant to which such person shall be bound by all of the terms and provisions of this Agreement, and (B) this Agreement shall be the legal, valid and binding agreement of such person, enforceable against such person in accordance with its terms.

(b) At any meeting of stockholders of the Company, the Stockholder shall vote (or cause to be voted) all of the Shares: (i) against any inquiry, proposal, offer, indication of interest or transaction that constitutes or could reasonably be expected to lead to, an Acquisition Proposal or Acquisition Transaction relating to the Company and (ii) against any action, proposal, transaction or agreement which would reasonably be expected to impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the Offer or the Merger or the fulfillment of Parent's, the Company's, or Merger Sub's conditions under the Merger Agreement or change in any manner the voting rights of any security of the Company (including by any amendments to the Company's charter or bylaws). Except as set forth in clauses (i) and (ii) of this Section 1.2(b) or clause (A) of Section 1.3, Stockholder shall not be restricted from voting in favor of, against or abstaining with respect to any other matters presented to the stockholders of the Company.

(c) The Stockholder shall use commercially reasonable efforts to take, or cause to be taken, all reasonable actions, and to do, or cause to be done, all things reasonably necessary to fulfill the Stockholder's obligations under this Agreement. Nothing herein shall require the Stockholder to exercise any unexercised Company Stock Awards held by the Stockholder.

(d) The Stockholder shall not exercise any rights (including under Section 262 of the Delaware General Corporation Law) to demand appraisal of any Shares that may arise with respect to the Offer or the Merger.

(e) The Stockholder authorizes and agrees to permit Parent and Merger Sub to publish and disclose in the Offer Documents and any related filings under the securities laws of the United States or any state thereof the Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement and any other information required by applicable Law; *provided that*, Parent shall provide Stockholder and its counsel reasonable opportunity to review and comment thereon, and Parent shall give reasonable consideration to any such comments. None of the information relating to the Stockholder provided by or on behalf of the Stockholder in writing for inclusion in the Offer Documents will, at the respective times that the Offer Documents are filed with the SEC or are first mailed to the holders of the Company Common Stock, contain any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of Parent and Merger Sub authorizes and agrees to permit the Stockholder to make such disclosure or filings as may be required by the SEC or the New York Stock Exchange or any other national securities exchange relating to the existence and contents of this Agreement; *provided that* the Stockholder shall provide Parent and its counsel reasonable opportunity to review and comment thereon, and the Stockholder shall give reasonable consideration to any such comments.

### 1.3 Grant of Irrevocable Proxy Coupled with an Interest; Appointment of Proxy.

(a) The Stockholder hereby irrevocably (until this Agreement shall have been terminated pursuant to the terms hereof) (i) grants to Parent and any designee of Parent, alone or together, the Stockholder's proxy, and (ii) appoints Parent and any designee of Parent as the Stockholder's proxy, attorney-in-fact and agent (with full power of substitution and resubstitution), alone or together, in each case, for and in the name, place and stead of the Stockholder, to vote the

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Shares, or grant a consent or approval in respect of the Shares at any meeting of the stockholders of the Company or at any adjournment thereof or in any other circumstances upon which their vote, consent or other approval is sought (A) in favor of the Offer, the Merger, the adoption of the Merger Agreement and the approval of the other transactions contemplated by the Merger Agreement; and/or (B) otherwise in accordance with the Stockholder's voting obligations in Section 1.2(b).

(b) The Stockholder agrees to execute such documents or certificates evidencing such proxy as Parent may reasonably request. The Stockholder acknowledges receipt and review of a copy of the Merger Agreement.

(c) The Stockholder represents that any proxies heretofore given in respect of the Shares are not irrevocable, and that any such proxies are hereby revoked.

(d) THE STOCKHOLDER HEREBY AFFIRMS THAT THE PROXY SET FORTH IN THIS SECTION 1.3 IS COUPLED WITH AN INTEREST AND IS IRREVOCABLE UNTIL SUCH TIME AS THIS AGREEMENT TERMINATES IN ACCORDANCE WITH ITS TERMS. The Stockholder hereby further affirms that the irrevocable proxy is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of the Stockholder under this Agreement. The Stockholder hereby ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof. Such irrevocable proxy shall be valid until the termination of this Agreement in accordance with its terms. The power of attorney granted by the Stockholder is a durable power of attorney and shall survive the bankruptcy, dissolution, death or incapacity of the Stockholder.

1.4 Non-Solicitation. During the term of this Agreement, the Stockholder agrees to comply with the terms of Section 7.2 of the Merger Agreement as if it were a party thereto.

1.5 Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to Parent and Merger Sub as follows:

(a) The Stockholder has all requisite power and authority to execute and deliver this Agreement and to perform the Stockholder's obligations under this Agreement.

(b) The execution, delivery and performance of this Agreement have been duly authorized by the Stockholder. This Agreement has been duly executed and delivered by the Stockholder and, assuming this Agreement constitutes a valid and binding obligation of Parent and Merger Sub constitutes a valid and binding obligation of the Stockholder enforceable against the Stockholder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or by principles governing the availability of equitable remedies. The failure of the spouse, if any, of any Stockholder that is an individual, to be a party or signatory to this Agreement shall not (A) prevent the Stockholder from performing the Stockholder's obligations contemplated hereunder or (B) prevent this Agreement from constituting the legal, valid and binding obligation of the Stockholder in accordance with its terms.

(c) The Shares and the certificates (or any book-entry notations used to represent any uncertificated shares of Company Common Stock) representing the Shares are now, and at all times during the term hereof will be, held by the Stockholder, or by a nominee or custodian for the benefit of the Stockholder, and the Stockholder has valid title to the Shares, free and clear of any Liens (including voting trusts and voting commitments). As of the date of this Agreement, the Stockholder does not own of record or beneficially any Shares of the Company, or any options, warrants or rights exercisable for Shares of the Company, other than the Shares set forth on Exhibit A hereto. The Stockholder has full

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power to vote the Shares as provided herein. Neither the Stockholder nor any of the Shares is subject to any voting trust, proxy or other agreement, arrangement or restriction with respect to the voting or disposition of the Shares, except as otherwise contemplated by this Agreement or the Merger Agreement.

(d) (i) Other than filings required by the SEC or the New York Stock Exchange, no filing with, and no permit, authorization, consent or approval of any state, federal or foreign governmental authority is necessary on the part of the Stockholder for the execution and delivery of this Agreement by the Stockholder and the performance by the Stockholder of the Stockholder's obligations under this Agreement and (ii) neither the execution and delivery of this Agreement by the Stockholder nor the performance by the Stockholder of the Stockholder's obligations under this Agreement nor compliance by the Stockholder with any of the provisions hereof shall (A) result in the creation of an encumbrance on any of the Shares or (B) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Stockholder or any of the Shares, except in the case of (A) or (B) for restrictions on transfer under the Securities Act of 1933, as amended or violations, breaches or defaults that would not in the aggregate materially impair the ability of the Stockholder to perform its obligations hereunder.

(e) As of the date hereof, there is no Action pending or, to the knowledge of the Stockholder, threatened against or affecting the Stockholder and/or any of its Affiliates before or by any Governmental Authority that would reasonably be expected to impair the ability of the Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby in a timely manner.

(f) The Stockholder understands and acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance upon the Stockholder's execution and delivery of this Agreement.

**1.5A. Representations and Warranties of Parent and Merger Sub.** Each of Parent and Merger Sub hereby represents and warrants to Stockholder jointly and severally as follows: (a) each of Parent and Merger Sub has all requisite power and authority to execute and deliver this Agreement and to perform their obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement have been duly authorized by each of Parent and Merger Sub. This Agreement has been duly executed and delivered by each of Parent and Merger Sub and, assuming this Agreement constitutes a valid and binding obligation of Stockholder constitutes a valid and binding obligation of each of Parent and Merger Sub enforceable against the each of Parent and Merger Sub in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or by principles governing the availability of equitable remedies.

**1.6 Assignment; Binding Effect.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, except that Parent may assign all or any of its rights and obligations hereunder to any affiliate of Parent; provided, however, that no such assignment shall relieve the assigning party of its obligations hereunder if such assignee does not perform such obligations. Subject to the preceding sentence, this Agreement shall be binding upon, inure solely to the benefit of, and be enforceable by, the parties hereto and their respective permitted successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to or shall confer on any person other than the parties hereto or their respective heirs, successors, executors, administrators and assigns any rights, benefits, remedies, obligations or liabilities of any nature whatsoever under or by reason of this Agreement.



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1.7 Termination. This Agreement, and all rights and obligations of the parties hereunder, shall terminate upon the first to occur of (i) the Effective Time, (ii) the date on which the Merger Agreement is terminated in accordance with its terms, (iii) the entry without the prior written consent of Stockholder into any amendment or modification to the Merger Agreement or any waiver of any of Parent's obligations under the Merger Agreement, in each case, that results in (A) a decrease in the Offer Price or Merger Consideration, or (B) a change in the form of Offer Price or Merger Consideration, or (iv) the mutual written agreement of the parties to terminate this Agreement. In the event of termination of this Agreement pursuant to this Section 1.7, this Agreement will become null and void and of no effect with no liability on the part of any party hereto; *provided, however*, that no such termination will relieve any party hereto from any liability for any willful, knowing and material breach of this Agreement occurring prior to such termination.

1.8 Stockholder Capacity. Notwithstanding anything to the contrary in this Agreement, the parties acknowledge that (i) the Stockholder is entering into this Agreement solely in the Stockholder's capacity as a record and/or beneficial owner of the Company Common Stock and not in such Stockholder's capacity as a director, officer or employee of the Company (as applicable) or in the Stockholder's capacity as a trustee or fiduciary of any Company Employee Plans and (ii) nothing in this Agreement is intended to limit or restrict the Stockholder from taking any action or inaction or voting in the Stockholder's sole discretion on any matter in his or her capacity as a director of the Company or in the Stockholder's capacity as a trustee or fiduciary of any Company Employee Plans (if applicable), including, for the avoidance of doubt, taking any action permitted by Sections 7.3 and 7.4 of the Merger Agreement, and none of such actions in such capacity shall be deemed to constitute a breach of this Agreement.

1.9 Parent. Nothing herein shall be construed to limit or affect any action or inaction by (i) Parent or Merger Sub in accordance with the terms of the Merger Agreement or (ii) any Affiliate, officer, director or direct or indirect equity holder of Parent or Merger Sub acting in his or her capacity as a director or officer of Parent or Merger Sub; provided, however, that this Section 1.11 shall not relieve any such Person from any liability or obligation that he, she or it may have independently of this Agreement or as a consequence of any action or inaction by such Person.

1.10 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent, or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to the Stockholder, and Parent and Merger Sub shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct the Stockholder in the disposition or voting of any of the Shares, except as otherwise provided herein.

1.11 General Provisions.

(a) Except as otherwise set forth in the Merger Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense, whether or not the transactions contemplated hereby are consummated.

(b) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in a writing that refers to this Agreement and signed, in the case of an amendment, by each of the parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any

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other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable law.

(c) Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if (i) personally delivered, (ii) mailed by registered or certified first-class mail, prepaid with return receipt requested, (iii) sent by a nationally recognized overnight courier service, to the recipient at the address below indicated or (iv) delivered by facsimile or email which is confirmed in writing by sending a copy of such facsimile or email to the recipient thereof pursuant to clause (i) or (iii) above:

If to Parent and Merger Sub:

MaxLinear, Inc.  
5966 La Place Court, Suite 100  
Carlsbad, CA 92008  
Attention: Adam Spice  
Facsimile No: 949-753-8110

With a required copy to (which shall not constitute notice):

Wilson Sonsini Goodrich & Rosati  
Professional Corporation  
12235 El Camino Real  
San Diego, California 92130  
Attention: Robert F. Kornegay and Denny Kwon  
Email: rkornegay@wsgr.com and dkwon@wsgr.com  
Facsimile No.: (858) 350-2399

If to the Stockholder:

At the address and facsimile number and email address set forth set forth in Exhibit A hereto; or to such other address as any party hereto may, from time to time, designate in a written notice given in like manner.

(d) When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

(e) This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Signatures delivered by facsimile or electronic transmission shall be binding for all purposes hereof.

(f) This Agreement and the Merger Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

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(g) This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to any applicable conflicts of law.

(h) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction and proper venue of the Court of Chancery of the State of Delaware, and each party consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes all right to attack the suitability or convenience of such venue or forum by reason of their present or future domiciles, or by any other reason. The parties acknowledge that all directions issued by the forum court, including all injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries. Each of the parties hereto hereby waives to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated hereby.

(i) If any provision of this Agreement or the application thereof to any party or set of circumstances shall, in any jurisdiction and to any extent, be finally held invalid or unenforceable by any rule of law or public policy, such term or provision shall only be ineffective as to such jurisdiction, and only to the extent of such invalidity or unenforceability, without invalidating or rendering unenforceable any other terms or provisions of this Agreement or under any other circumstances, and the parties shall negotiate in good faith a substitute provision which comes as close as possible to the invalidated or unenforceable term or provision, and which puts each party in a position as nearly comparable as possible to the position it would have been in but for the finding of invalidity or unenforceability, while remaining valid and enforceable.

(j) Each of the parties acknowledges that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and agrees that the parties' respective remedies at law for a breach or threatened breach of any of the provisions of this Agreement would be inadequate and, in recognition of that fact, each agrees that, in the event of a breach or threatened breach by any party of the provisions of this Agreement, in addition to any remedies at law or damages, each party, respectively, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available in order to enforce the terms hereof.

*[Signature pages follow]*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**MAXLINEAR, INC.**

By: /s/ Kishore Seendripu  
Name: Kishore Seendripu  
Title: President and Chief Executive Officer

**EAGLE ACQUISITION CORPORATION**

By: /s/ Kishore Seendripu  
Name: Kishore Seendripu  
Title: President and Chief Executive Officer

*[Signature Page to Support Agreement]*

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**COMPANY STOCKHOLDER**

/s/ Behrooz Abdi

Behrooz Abdi

*[Signature Page to Support Agreement]*

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**Exhibit A**  
**Stockholder Security Ownership and Voting Information**

Name and Address of Stockholder

Number and class of Shares beneficially owned by the  
Stockholder as of the date hereof:

\_\_\_\_\_  
Name:

29,540 shares of Company Common Stock

Behrooz Abdi

80,000 shares of Company Common Stock issuable upon  
exercise or vesting of Company stock options

Address:

18485 Withey Road

28,000 shares of Company Common Stock issuable  
upon settlement of Company restricted stock units

Monte Sereno, CA 95030

with a copy to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## SUPPORT AGREEMENT

This Support Agreement (this "Agreement") is entered into as of March 28, 2017 by and among MaxLinear, Inc., a Delaware corporation ("Parent"), Eagle Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), and the person listed as a stockholder of Exar Corporation, a Delaware corporation (the "Company"), on the signature page hereto (the "Stockholder").

### RECITALS

WHEREAS, concurrently with the execution and delivery of this Agreement, the Company, Merger Sub and Parent are entering into an Agreement and Plan of Merger dated as of the date hereof (as the same may be amended or supplemented, the "Merger Agreement"), which provides, among other things, for Merger Sub to commence a tender offer (the "Offer") to acquire all of the outstanding shares of the Company at a price of Thirteen Dollars and zero cents (\$13.00) per share of the Company, net to the holder thereof in cash, without interest (such amount being hereinafter referred to as the "Offer Price"), and following the completion of the Offer, the merger of Merger Sub with and into the Company (the "Merger"), with the Company continuing as the surviving corporation and becoming a wholly-owned subsidiary of Parent, all on the terms and subject to the conditions set forth in the Merger Agreement. Capitalized terms used herein that are not defined shall have the meanings set forth in the Merger Agreement.

WHEREAS, the Stockholder is the record and beneficial owner of the number of shares of Company Common Stock set forth on Exhibit A hereto (such shares, as they may be adjusted by stock dividend, stock split, recapitalization, combination or exchange of shares, merger, consolidation, reorganization or other change or transaction of or by the Company, together with securities of the Company for which Stockholder has "beneficial ownership," as that term is defined in Rule 13d-3 under the Exchange Act, and shares that may be acquired after the date hereof, including upon vesting of any restricted stock units on Company Common Stock held by the Stockholder or upon the exercise of any options to acquire Company Common Stock by the Stockholder, are collectively referred to herein as the "Shares").

WHEREAS, as an inducement and a condition to the willingness of Parent and Merger Sub to enter into the Merger Agreement, and in consideration of the substantial expenses incurred and to be incurred by them in connection therewith, the Stockholder has agreed to enter into, be legally bound by and perform this Agreement pursuant to which the Stockholder agrees to tender its Shares into the Offer and to take (and refrain from taking) certain other actions in connection with the transactions contemplated by the Merger Agreement.

### AGREEMENTS

In consideration of the recitals and the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

#### 1.1 Tender Agreements.

(a) Agreement to Tender Shares in Offer. Unless this Agreement shall have been terminated pursuant to the terms hereof or the Offer is terminated in accordance with the terms of the Merger Agreement, the Stockholder hereby agrees that such Stockholder shall validly tender (and deliver any certificates evidencing, or an appropriate affidavit of lost certificate with respect thereto, to

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the extent such certificates have been lost, misplaced or destroyed) its Shares held in record name, or direct the broker or such other Person that is the holder of record of any Shares held beneficially by the Stockholder to validly tender such Shares, into the Offer promptly following, and in any event no later than fifteen (15) business days after commencement (within the meaning of Rule 14d-2 under the Exchange Act) of the Offer (or if the Stockholder has not received the Offer Documents by such time, within four (4) business days following receipt of such documents) and no later than five (5) business days after such Stockholder acquires beneficial ownership of any additional Shares in accordance with the procedures set forth in the Offer Documents, free and clear of all Liens.

(b) Termination of Offer. If the Offer is terminated or withdrawn by Merger Sub, or the Merger Agreement is terminated prior to the purchase of Shares in the Offer, Parent and Merger Sub shall promptly and in any event no later than three (3) business days return, and shall cause any depository or paying agent, acting on behalf of Parent and Merger Sub, to promptly and in any event no later than three (3) business days return all tendered Shares to the Stockholder.

(c) Agreement Not to Tender Shares in Competing Offer. At all times commencing with the execution and delivery of this Agreement and continuing until this Agreement shall have been terminated pursuant to the terms hereof, Stockholder shall not tender the Shares into any tender or exchange offer commenced by a Person other than Parent, Merger Sub or any other Subsidiary of Parent.

1.2 Other Covenants of the Stockholder. The Stockholder agrees, while this Agreement is in effect, as follows:

(a) The Stockholder shall not, directly or indirectly, (i) sell, transfer (including by operation of law), pledge, assign or otherwise encumber or dispose of, or enter into any agreement, option or other arrangement (including any profit sharing arrangement) or understanding with respect to any of the Shares to any person other than Parent or Parent's designee; (ii) grant any proxy, power-of-attorney or other authorization or consent with respect to any of the Shares related to any matter that is inconsistent with the Offer, the Merger, or any transactions contemplated by the Merger Agreement or the provisions thereof; (iii) deposit any of the Shares into a voting trust, or enter into a voting agreement or arrangement with respect to any of the Shares; or (iv) knowingly, directly or indirectly, take, or cause the taking of, any other action that would restrict, limit or interfere with the performance of the Stockholder's obligations hereunder; *provided, that*, in the event that the Stockholder is a party, as of February 19, 2017, to a written plan for trading the Shares in accordance with Rule 10b5-1 under the Exchange Act (a "10b5-1 Plan"), the Stockholder may sell pursuant to such 10b5-1 Plan up to that number of Shares as permitted to be sold under such 10b5-1 Plan; *provided, that*, after February 19, 2017, the Stockholder shall not (x) amend such 10b5-1 Plan to increase the number of Shares eligible for sale under such 10b5-1 Plan, (y) deposit any Shares into a voting trust or enter into any voting arrangement, whether by proxy, voting agreement, voting trust, power-of-attorney, attorney-in-fact, agent or otherwise, with respect to the Shares, except as contemplated by this Agreement, or (z) take any other action that would in any way make any representation or warranty of the Stockholder herein untrue or incorrect in any material respect. Notwithstanding the foregoing, the Stockholder may transfer any or all of his, her or its Shares as follows: (1) in the case of a Stockholder that is an entity, to any parent entity, subsidiary or affiliate under common control with such Stockholder, or to a partner or member of such Stockholder, and (2) in the case of a Stockholder that is an individual, to the Stockholder's spouse, ancestors, descendants or any trust for any of their benefits or to a charitable organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or qualified as a charitable organization under the equivalent laws of Canada or its provinces; *provided however*, that in any such case, prior to and as a condition to the effectiveness of such transfer, (A) each person to which any of such Shares or any interest in any of such Shares is or may be transferred shall



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have executed and delivered to Parent and Merger Sub a counterpart to this Agreement pursuant to which such person shall be bound by all of the terms and provisions of this Agreement, and (B) this Agreement shall be the legal, valid and binding agreement of such person, enforceable against such person in accordance with its terms.

(b) At any meeting of stockholders of the Company, the Stockholder shall vote (or cause to be voted) all of the Shares: (i) against any inquiry, proposal, offer, indication of interest or transaction that constitutes or could reasonably be expected to lead to, an Acquisition Proposal or Acquisition Transaction relating to the Company and (ii) against any action, proposal, transaction or agreement which would reasonably be expected to impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the Offer or the Merger or the fulfillment of Parent's, the Company's, or Merger Sub's conditions under the Merger Agreement or change in any manner the voting rights of any security of the Company (including by any amendments to the Company's charter or bylaws). Except as set forth in clauses (i) and (ii) of this Section 1.2(b) or clause (A) of Section 1.3, Stockholder shall not be restricted from voting in favor of, against or abstaining with respect to any other matters presented to the stockholders of the Company.

(c) The Stockholder shall use commercially reasonable efforts to take, or cause to be taken, all reasonable actions, and to do, or cause to be done, all things reasonably necessary to fulfill the Stockholder's obligations under this Agreement. Nothing herein shall require the Stockholder to exercise any unexercised Company Stock Awards held by the Stockholder.

(d) The Stockholder shall not exercise any rights (including under Section 262 of the Delaware General Corporation Law) to demand appraisal of any Shares that may arise with respect to the Offer or the Merger.

(e) The Stockholder authorizes and agrees to permit Parent and Merger Sub to publish and disclose in the Offer Documents and any related filings under the securities laws of the United States or any state thereof the Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement and any other information required by applicable Law; *provided that*, Parent shall provide Stockholder and its counsel reasonable opportunity to review and comment thereon, and Parent shall give reasonable consideration to any such comments. None of the information relating to the Stockholder provided by or on behalf of the Stockholder in writing for inclusion in the Offer Documents will, at the respective times that the Offer Documents are filed with the SEC or are first mailed to the holders of the Company Common Stock, contain any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of Parent and Merger Sub authorizes and agrees to permit the Stockholder to make such disclosure or filings as may be required by the SEC or the New York Stock Exchange or any other national securities exchange relating to the existence and contents of this Agreement; *provided that* the Stockholder shall provide Parent and its counsel reasonable opportunity to review and comment thereon, and the Stockholder shall give reasonable consideration to any such comments.

### 1.3 Grant of Irrevocable Proxy Coupled with an Interest; Appointment of Proxy.

(a) The Stockholder hereby irrevocably (until this Agreement shall have been terminated pursuant to the terms hereof) (i) grants to Parent and any designee of Parent, alone or together, the Stockholder's proxy, and (ii) appoints Parent and any designee of Parent as the Stockholder's proxy, attorney-in-fact and agent (with full power of substitution and resubstitution), alone or together, in each case, for and in the name, place and stead of the Stockholder, to vote the

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Shares, or grant a consent or approval in respect of the Shares at any meeting of the stockholders of the Company or at any adjournment thereof or in any other circumstances upon which their vote, consent or other approval is sought (A) in favor of the Offer, the Merger, the adoption of the Merger Agreement and the approval of the other transactions contemplated by the Merger Agreement; and/or (B) otherwise in accordance with the Stockholder's voting obligations in Section 1.2(b).

(b) The Stockholder agrees to execute such documents or certificates evidencing such proxy as Parent may reasonably request. The Stockholder acknowledges receipt and review of a copy of the Merger Agreement.

(c) The Stockholder represents that any proxies heretofore given in respect of the Shares are not irrevocable, and that any such proxies are hereby revoked.

(d) THE STOCKHOLDER HEREBY AFFIRMS THAT THE PROXY SET FORTH IN THIS SECTION 1.3 IS COUPLED WITH AN INTEREST AND IS IRREVOCABLE UNTIL SUCH TIME AS THIS AGREEMENT TERMINATES IN ACCORDANCE WITH ITS TERMS. The Stockholder hereby further affirms that the irrevocable proxy is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of the Stockholder under this Agreement. The Stockholder hereby ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof. Such irrevocable proxy shall be valid until the termination of this Agreement in accordance with its terms. The power of attorney granted by the Stockholder is a durable power of attorney and shall survive the bankruptcy, dissolution, death or incapacity of the Stockholder.

1.4 Non-Solicitation. During the term of this Agreement, the Stockholder agrees to comply with the terms of Section 7.2 of the Merger Agreement as if it were a party thereto.

1.5 Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to Parent and Merger Sub as follows:

(a) The Stockholder has all requisite power and authority to execute and deliver this Agreement and to perform the Stockholder's obligations under this Agreement.

(b) The execution, delivery and performance of this Agreement have been duly authorized by the Stockholder. This Agreement has been duly executed and delivered by the Stockholder and, assuming this Agreement constitutes a valid and binding obligation of Parent and Merger Sub constitutes a valid and binding obligation of the Stockholder enforceable against the Stockholder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or by principles governing the availability of equitable remedies. The failure of the spouse, if any, of any Stockholder that is an individual, to be a party or signatory to this Agreement shall not (A) prevent the Stockholder from performing the Stockholder's obligations contemplated hereunder or (B) prevent this Agreement from constituting the legal, valid and binding obligation of the Stockholder in accordance with its terms.

(c) The Shares and the certificates (or any book-entry notations used to represent any uncertificated shares of Company Common Stock) representing the Shares are now, and at all times during the term hereof will be, held by the Stockholder, or by a nominee or custodian for the benefit of the Stockholder, and the Stockholder has valid title to the Shares, free and clear of any Liens (including voting trusts and voting commitments). As of the date of this Agreement, the Stockholder does not own of record or beneficially any Shares of the Company, or any options, warrants or rights exercisable for Shares of the Company, other than the Shares set forth on Exhibit A hereto. The Stockholder has full

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power to vote the Shares as provided herein. Neither the Stockholder nor any of the Shares is subject to any voting trust, proxy or other agreement, arrangement or restriction with respect to the voting or disposition of the Shares, except as otherwise contemplated by this Agreement or the Merger Agreement.

(d) (i) Other than filings required by the SEC or the New York Stock Exchange, no filing with, and no permit, authorization, consent or approval of any state, federal or foreign governmental authority is necessary on the part of the Stockholder for the execution and delivery of this Agreement by the Stockholder and the performance by the Stockholder of the Stockholder's obligations under this Agreement and (ii) neither the execution and delivery of this Agreement by the Stockholder nor the performance by the Stockholder of the Stockholder's obligations under this Agreement nor compliance by the Stockholder with any of the provisions hereof shall (A) result in the creation of an encumbrance on any of the Shares or (B) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Stockholder or any of the Shares, except in the case of (A) or (B) for restrictions on transfer under the Securities Act of 1933, as amended or violations, breaches or defaults that would not in the aggregate materially impair the ability of the Stockholder to perform its obligations hereunder.

(e) As of the date hereof, there is no Action pending or, to the knowledge of the Stockholder, threatened against or affecting the Stockholder and/or any of its Affiliates before or by any Governmental Authority that would reasonably be expected to impair the ability of the Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby in a timely manner.

(f) The Stockholder understands and acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance upon the Stockholder's execution and delivery of this Agreement.

**1.5A. Representations and Warranties of Parent and Merger Sub.** Each of Parent and Merger Sub hereby represents and warrants to Stockholder jointly and severally as follows: (a) each of Parent and Merger Sub has all requisite power and authority to execute and deliver this Agreement and to perform their obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement have been duly authorized by each of Parent and Merger Sub. This Agreement has been duly executed and delivered by each of Parent and Merger Sub and, assuming this Agreement constitutes a valid and binding obligation of Stockholder constitutes a valid and binding obligation of each of Parent and Merger Sub enforceable against the each of Parent and Merger Sub in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or by principles governing the availability of equitable remedies.

**1.6 Assignment; Binding Effect.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, except that Parent may assign all or any of its rights and obligations hereunder to any affiliate of Parent; provided, however, that no such assignment shall relieve the assigning party of its obligations hereunder if such assignee does not perform such obligations. Subject to the preceding sentence, this Agreement shall be binding upon, inure solely to the benefit of, and be enforceable by, the parties hereto and their respective permitted successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to or shall confer on any person other than the parties hereto or their respective heirs, successors, executors, administrators and assigns any rights, benefits, remedies, obligations or liabilities of any nature whatsoever under or by reason of this Agreement.

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1.7 Termination. This Agreement, and all rights and obligations of the parties hereunder, shall terminate upon the first to occur of (i) the Effective Time, (ii) the date on which the Merger Agreement is terminated in accordance with its terms, (iii) the entry without the prior written consent of Stockholder into any amendment or modification to the Merger Agreement or any waiver of any of Parent's obligations under the Merger Agreement, in each case, that results in (A) a decrease in the Offer Price or Merger Consideration, or (B) a change in the form of Offer Price or Merger Consideration, or (iv) the mutual written agreement of the parties to terminate this Agreement. In the event of termination of this Agreement pursuant to this Section 1.7, this Agreement will become null and void and of no effect with no liability on the part of any party hereto; *provided, however*, that no such termination will relieve any party hereto from any liability for any willful, knowing and material breach of this Agreement occurring prior to such termination.

1.8 Stockholder Capacity. Notwithstanding anything to the contrary in this Agreement, the parties acknowledge that (i) the Stockholder is entering into this Agreement solely in the Stockholder's capacity as a record and/or beneficial owner of the Company Common Stock and not in such Stockholder's capacity as a director, officer or employee of the Company (as applicable) or in the Stockholder's capacity as a trustee or fiduciary of any Company Employee Plans and (ii) nothing in this Agreement is intended to limit or restrict the Stockholder from taking any action or inaction or voting in the Stockholder's sole discretion on any matter in his or her capacity as a director of the Company or in the Stockholder's capacity as a trustee or fiduciary of any Company Employee Plans (if applicable), including, for the avoidance of doubt, taking any action permitted by Sections 7.3 and 7.4 of the Merger Agreement, and none of such actions in such capacity shall be deemed to constitute a breach of this Agreement.

1.9 Parent. Nothing herein shall be construed to limit or affect any action or inaction by (i) Parent or Merger Sub in accordance with the terms of the Merger Agreement or (ii) any Affiliate, officer, director or direct or indirect equity holder of Parent or Merger Sub acting in his or her capacity as a director or officer of Parent or Merger Sub; provided, however, that this Section 1.11 shall not relieve any such Person from any liability or obligation that he, she or it may have independently of this Agreement or as a consequence of any action or inaction by such Person.

1.10 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent, or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to the Stockholder, and Parent and Merger Sub shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct the Stockholder in the disposition or voting of any of the Shares, except as otherwise provided herein.

1.11 General Provisions.

(a) Except as otherwise set forth in the Merger Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense, whether or not the transactions contemplated hereby are consummated.

(b) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in a writing that refers to this Agreement and signed, in the case of an amendment, by each of the parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any

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other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable law.

(c) Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if (i) personally delivered, (ii) mailed by registered or certified first-class mail, prepaid with return receipt requested, (iii) sent by a nationally recognized overnight courier service, to the recipient at the address below indicated or (iv) delivered by facsimile or email which is confirmed in writing by sending a copy of such facsimile or email to the recipient thereof pursuant to clause (i) or (iii) above:

If to Parent and Merger Sub:

MaxLinear, Inc.  
5966 La Place Court, Suite 100  
Carlsbad, CA 92008  
Attention: Adam Spice  
Facsimile No: 949-753-8110

With a required copy to (which shall not constitute notice):

Wilson Sonsini Goodrich & Rosati  
Professional Corporation  
12235 El Camino Real  
San Diego, California 92130  
Attention: Robert F. Kornegay and Denny Kwon  
Email: rkornegay@wsgr.com and dkwon@wsgr.com  
Facsimile No.: (858) 350-2399

If to the Stockholder:

At the address and facsimile number and email address set forth set forth in Exhibit A hereto; or to such other address as any party hereto may, from time to time, designate in a written notice given in like manner.

(d) When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

(e) This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Signatures delivered by facsimile or electronic transmission shall be binding for all purposes hereof.

(f) This Agreement and the Merger Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

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(g) This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to any applicable conflicts of law.

(h) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction and proper venue of the Court of Chancery of the State of Delaware, and each party consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes all right to attack the suitability or convenience of such venue or forum by reason of their present or future domiciles, or by any other reason. The parties acknowledge that all directions issued by the forum court, including all injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries. Each of the parties hereto hereby waives to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated hereby.

(i) If any provision of this Agreement or the application thereof to any party or set of circumstances shall, in any jurisdiction and to any extent, be finally held invalid or unenforceable by any rule of law or public policy, such term or provision shall only be ineffective as to such jurisdiction, and only to the extent of such invalidity or unenforceability, without invalidating or rendering unenforceable any other terms or provisions of this Agreement or under any other circumstances, and the parties shall negotiate in good faith a substitute provision which comes as close as possible to the invalidated or unenforceable term or provision, and which puts each party in a position as nearly comparable as possible to the position it would have been in but for the finding of invalidity or unenforceability, while remaining valid and enforceable.

(j) Each of the parties acknowledges that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and agrees that the parties' respective remedies at law for a breach or threatened breach of any of the provisions of this Agreement would be inadequate and, in recognition of that fact, each agrees that, in the event of a breach or threatened breach by any party of the provisions of this Agreement, in addition to any remedies at law or damages, each party, respectively, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available in order to enforce the terms hereof.

*[Signature pages follow]*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**MAXLINEAR, INC.**

By: /s/ Kishore Seendripu  
Name: Kishore Seendripu  
Title: President and Chief Executive Officer

**EAGLE ACQUISITION CORPORATION**

By: /s/ Kishore Seendripu  
Name: Kishore Seendripu  
Title: President and Chief Executive Officer

*[Signature Page to Support Agreement]*

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**RODFRE INVESTMENTS INC.,  
a Canadian company**

By: /s/ Robert G. Miller

Name: Robert G. Miller

Title: President

Address:

237 Hymus Boulevard

Pointe-Claire, Quebec

Canada, H9R 5C7

Facsimile: 514-695-6245

E-mail address: [Robert.Miller@FutureElectronics.com](mailto:Robert.Miller@FutureElectronics.com)

*[Signature Page to Support Agreement]*



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**Exhibit A**  
**Stockholder Security Ownership and Voting Information**

Name and Address of Stockholder

Name: RODFRE INVESTMENTS INC.

Address:

237 Hymus Boulevard  
Pointe-Claire, Quebec  
Canada, H9R 5C7  
Facsimile: 514-695-6245  
E-mail address:  
Robert.Miller@FutureElectronics.com

Number and class of Shares beneficially owned by the  
Stockholder as of the date hereof:

7,591,605 shares of Company Common Stock

0 shares of Company Common Stock issuable upon  
exercise or vesting of Company stock options

0 shares of Company Common Stock issuable upon  
settlement of Company restricted stock units

with a copy to:

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.  
One Financial Center  
Boston, MA 02111  
Tel: 617-348-1674  
Fax: 617-542-2241  
Attention: Daniel H. Follansbee, Esq.

**SUPPORT AGREEMENT**

This Support Agreement (this "Agreement") is entered into as of March 28, 2017 by and among MaxLinear, Inc., a Delaware corporation ("Parent"), Eagle Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), and the person listed as a stockholder of Exar Corporation, a Delaware corporation (the "Company"), on the signature page hereto (the "Stockholder").

**RECITALS**

WHEREAS, concurrently with the execution and delivery of this Agreement, the Company, Merger Sub and Parent are entering into an Agreement and Plan of Merger dated as of the date hereof (as the same may be amended or supplemented, the "Merger Agreement"), which provides, among other things, for Merger Sub to commence a tender offer (the "Offer") to acquire all of the outstanding shares of the Company at a price of Thirteen Dollars and zero cents (\$13.00) per share of the Company, net to the holder thereof in cash, without interest (such amount being hereinafter referred to as the "Offer Price"), and following the completion of the Offer, the merger of Merger Sub with and into the Company (the "Merger"), with the Company continuing as the surviving corporation and becoming a wholly-owned subsidiary of Parent, all on the terms and subject to the conditions set forth in the Merger Agreement. Capitalized terms used herein that are not defined shall have the meanings set forth in the Merger Agreement.

WHEREAS, the Stockholder is the record and beneficial owner of the number of shares of Company Common Stock set forth on Exhibit A hereto (such shares, as they may be adjusted by stock dividend, stock split, recapitalization, combination or exchange of shares, merger, consolidation, reorganization or other change or transaction of or by the Company, together with securities of the Company for which Stockholder has "beneficial ownership," as that term is defined in Rule 13d-3 under the Exchange Act, and shares that may be acquired after the date hereof, including upon vesting of any restricted stock units on Company Common Stock held by the Stockholder or upon the exercise of any options to acquire Company Common Stock by the Stockholder, are collectively referred to herein as the "Shares").

WHEREAS, as an inducement and a condition to the willingness of Parent and Merger Sub to enter into the Merger Agreement, and in consideration of the substantial expenses incurred and to be incurred by them in connection therewith, the Stockholder has agreed to enter into, be legally bound by and perform this Agreement pursuant to which the Stockholder agrees to tender its Shares into the Offer and to take (and refrain from taking) certain other actions in connection with the transactions contemplated by the Merger Agreement.

**AGREEMENTS**

In consideration of the recitals and the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

**1.1 Tender Agreements.**

(a) Agreement to Tender Shares in Offer. Unless this Agreement shall have been terminated pursuant to the terms hereof or the Offer is terminated in accordance with the terms of the Merger Agreement, the Stockholder hereby agrees that such Stockholder shall validly tender (and deliver any certificates evidencing, or an appropriate affidavit of lost certificate with respect thereto, to

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the extent such certificates have been lost, misplaced or destroyed) its Shares held in record name, or direct the broker or such other Person that is the holder of record of any Shares held beneficially by the Stockholder to validly tender such Shares, into the Offer promptly following, and in any event no later than fifteen (15) business days after commencement (within the meaning of Rule 14d-2 under the Exchange Act) of the Offer (or if the Stockholder has not received the Offer Documents by such time, within four (4) business days following receipt of such documents) and no later than five (5) business days after such Stockholder acquires beneficial ownership of any additional Shares in accordance with the procedures set forth in the Offer Documents, free and clear of all Liens.

(b) Termination of Offer. If the Offer is terminated or withdrawn by Merger Sub, or the Merger Agreement is terminated prior to the purchase of Shares in the Offer, Parent and Merger Sub shall promptly and in any event no later than three (3) business days return, and shall cause any depository or paying agent, acting on behalf of Parent and Merger Sub, to promptly and in any event no later than three (3) business days return all tendered Shares to the Stockholder.

(c) Agreement Not to Tender Shares in Competing Offer. At all times commencing with the execution and delivery of this Agreement and continuing until this Agreement shall have been terminated pursuant to the terms hereof, Stockholder shall not tender the Shares into any tender or exchange offer commenced by a Person other than Parent, Merger Sub or any other Subsidiary of Parent.

1.2 Other Covenants of the Stockholder. The Stockholder agrees, while this Agreement is in effect, as follows:

(a) The Stockholder shall not, directly or indirectly, (i) sell, transfer (including by operation of law), pledge, assign or otherwise encumber or dispose of, or enter into any agreement, option or other arrangement (including any profit sharing arrangement) or understanding with respect to any of the Shares to any person other than Parent or Parent's designee; (ii) grant any proxy, power-of-attorney or other authorization or consent with respect to any of the Shares related to any matter that is inconsistent with the Offer, the Merger, or any transactions contemplated by the Merger Agreement or the provisions thereof; (iii) deposit any of the Shares into a voting trust, or enter into a voting agreement or arrangement with respect to any of the Shares; or (iv) knowingly, directly or indirectly, take, or cause the taking of, any other action that would restrict, limit or interfere with the performance of the Stockholder's obligations hereunder; *provided, that*, in the event that the Stockholder is a party, as of February 19, 2017, to a written plan for trading the Shares in accordance with Rule 10b5-1 under the Exchange Act (a "10b5-1 Plan"), the Stockholder may sell pursuant to such 10b5-1 Plan up to that number of Shares as permitted to be sold under such 10b5-1 Plan; *provided, that*, after February 19, 2017, the Stockholder shall not (x) amend such 10b5-1 Plan to increase the number of Shares eligible for sale under such 10b5-1 Plan, (y) deposit any Shares into a voting trust or enter into any voting arrangement, whether by proxy, voting agreement, voting trust, power-of-attorney, attorney-in-fact, agent or otherwise, with respect to the Shares, except as contemplated by this Agreement, or (z) take any other action that would in any way make any representation or warranty of the Stockholder herein untrue or incorrect in any material respect. Notwithstanding the foregoing, the Stockholder may transfer any or all of his, her or its Shares as follows: (1) in the case of a Stockholder that is an entity, to any parent entity, subsidiary or affiliate under common control with such Stockholder, or to a partner or member of such Stockholder, and (2) in the case of a Stockholder that is an individual, to the Stockholder's spouse, ancestors, descendants or any trust for any of their benefits or to a charitable organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or qualified as a charitable organization under the equivalent laws of Canada or its provinces; *provided however*, that in any such case, prior to and as a condition to the effectiveness of such transfer, (A) each person to which any of such Shares or any interest in any of such Shares is or may be transferred shall

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have executed and delivered to Parent and Merger Sub a counterpart to this Agreement pursuant to which such person shall be bound by all of the terms and provisions of this Agreement, and (B) this Agreement shall be the legal, valid and binding agreement of such person, enforceable against such person in accordance with its terms.

(b) At any meeting of stockholders of the Company, the Stockholder shall vote (or cause to be voted) all of the Shares: (i) against any inquiry, proposal, offer, indication of interest or transaction that constitutes or could reasonably be expected to lead to, an Acquisition Proposal or Acquisition Transaction relating to the Company and (ii) against any action, proposal, transaction or agreement which would reasonably be expected to impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the Offer or the Merger or the fulfillment of Parent's, the Company's, or Merger Sub's conditions under the Merger Agreement or change in any manner the voting rights of any security of the Company (including by any amendments to the Company's charter or bylaws). Except as set forth in clauses (i) and (ii) of this Section 1.2(b) or clause (A) of Section 1.3, Stockholder shall not be restricted from voting in favor of, against or abstaining with respect to any other matters presented to the stockholders of the Company.

(c) The Stockholder shall use commercially reasonable efforts to take, or cause to be taken, all reasonable actions, and to do, or cause to be done, all things reasonably necessary to fulfill the Stockholder's obligations under this Agreement. Nothing herein shall require the Stockholder to exercise any unexercised Company Stock Awards held by the Stockholder.

(d) The Stockholder shall not exercise any rights (including under Section 262 of the Delaware General Corporation Law) to demand appraisal of any Shares that may arise with respect to the Offer or the Merger.

(e) The Stockholder authorizes and agrees to permit Parent and Merger Sub to publish and disclose in the Offer Documents and any related filings under the securities laws of the United States or any state thereof the Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement and any other information required by applicable Law; *provided that*, Parent shall provide Stockholder and its counsel reasonable opportunity to review and comment thereon, and Parent shall give reasonable consideration to any such comments. None of the information relating to the Stockholder provided by or on behalf of the Stockholder in writing for inclusion in the Offer Documents will, at the respective times that the Offer Documents are filed with the SEC or are first mailed to the holders of the Company Common Stock, contain any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of Parent and Merger Sub authorizes and agrees to permit the Stockholder to make such disclosure or filings as may be required by the SEC or the New York Stock Exchange or any other national securities exchange relating to the existence and contents of this Agreement; *provided that* the Stockholder shall provide Parent and its counsel reasonable opportunity to review and comment thereon, and the Stockholder shall give reasonable consideration to any such comments.

### 1.3 Grant of Irrevocable Proxy Coupled with an Interest; Appointment of Proxy.

(a) The Stockholder hereby irrevocably (until this Agreement shall have been terminated pursuant to the terms hereof) (i) grants to Parent and any designee of Parent, alone or together, the Stockholder's proxy, and (ii) appoints Parent and any designee of Parent as the Stockholder's proxy, attorney-in-fact and agent (with full power of substitution and resubstitution), alone or together, in each case, for and in the name, place and stead of the Stockholder, to vote the

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Shares, or grant a consent or approval in respect of the Shares at any meeting of the stockholders of the Company or at any adjournment thereof or in any other circumstances upon which their vote, consent or other approval is sought (A) in favor of the Offer, the Merger, the adoption of the Merger Agreement and the approval of the other transactions contemplated by the Merger Agreement; and/or (B) otherwise in accordance with the Stockholder's voting obligations in Section 1.2(b).

(b) The Stockholder agrees to execute such documents or certificates evidencing such proxy as Parent may reasonably request. The Stockholder acknowledges receipt and review of a copy of the Merger Agreement.

(c) The Stockholder represents that any proxies heretofore given in respect of the Shares are not irrevocable, and that any such proxies are hereby revoked.

(d) THE STOCKHOLDER HEREBY AFFIRMS THAT THE PROXY SET FORTH IN THIS SECTION 1.3 IS COUPLED WITH AN INTEREST AND IS IRREVOCABLE UNTIL SUCH TIME AS THIS AGREEMENT TERMINATES IN ACCORDANCE WITH ITS TERMS. The Stockholder hereby further affirms that the irrevocable proxy is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of the Stockholder under this Agreement. The Stockholder hereby ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof. Such irrevocable proxy shall be valid until the termination of this Agreement in accordance with its terms. The power of attorney granted by the Stockholder is a durable power of attorney and shall survive the bankruptcy, dissolution, death or incapacity of the Stockholder.

1.4 Non-Solicitation. During the term of this Agreement, the Stockholder agrees to comply with the terms of Section 7.2 of the Merger Agreement as if it were a party thereto.

1.5 Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to Parent and Merger Sub as follows:

(a) The Stockholder has all requisite power and authority to execute and deliver this Agreement and to perform the Stockholder's obligations under this Agreement.

(b) The execution, delivery and performance of this Agreement have been duly authorized by the Stockholder. This Agreement has been duly executed and delivered by the Stockholder and, assuming this Agreement constitutes a valid and binding obligation of Parent and Merger Sub constitutes a valid and binding obligation of the Stockholder enforceable against the Stockholder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or by principles governing the availability of equitable remedies. The failure of the spouse, if any, of any Stockholder that is an individual, to be a party or signatory to this Agreement shall not (A) prevent the Stockholder from performing the Stockholder's obligations contemplated hereunder or (B) prevent this Agreement from constituting the legal, valid and binding obligation of the Stockholder in accordance with its terms.

(c) The Shares and the certificates (or any book-entry notations used to represent any uncertificated shares of Company Common Stock) representing the Shares are now, and at all times during the term hereof will be, held by the Stockholder, or by a nominee or custodian for the benefit of the Stockholder, and the Stockholder has valid title to the Shares, free and clear of any Liens (including voting trusts and voting commitments). As of the date of this Agreement, the Stockholder does not own of record or beneficially any Shares of the Company, or any options, warrants or rights exercisable for Shares of the Company, other than the Shares set forth on Exhibit A hereto. The Stockholder has full

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power to vote the Shares as provided herein. Neither the Stockholder nor any of the Shares is subject to any voting trust, proxy or other agreement, arrangement or restriction with respect to the voting or disposition of the Shares, except as otherwise contemplated by this Agreement or the Merger Agreement.

(d) (i) Other than filings required by the SEC or the New York Stock Exchange, no filing with, and no permit, authorization, consent or approval of any state, federal or foreign governmental authority is necessary on the part of the Stockholder for the execution and delivery of this Agreement by the Stockholder and the performance by the Stockholder of the Stockholder's obligations under this Agreement and (ii) neither the execution and delivery of this Agreement by the Stockholder nor the performance by the Stockholder of the Stockholder's obligations under this Agreement nor compliance by the Stockholder with any of the provisions hereof shall (A) result in the creation of an encumbrance on any of the Shares or (B) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Stockholder or any of the Shares, except in the case of (A) or (B) for restrictions on transfer under the Securities Act of 1933, as amended or violations, breaches or defaults that would not in the aggregate materially impair the ability of the Stockholder to perform its obligations hereunder.

(e) As of the date hereof, there is no Action pending or, to the knowledge of the Stockholder, threatened against or affecting the Stockholder and/or any of its Affiliates before or by any Governmental Authority that would reasonably be expected to impair the ability of the Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby in a timely manner.

(f) The Stockholder understands and acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance upon the Stockholder's execution and delivery of this Agreement.

**1.5A. Representations and Warranties of Parent and Merger Sub.** Each of Parent and Merger Sub hereby represents and warrants to Stockholder jointly and severally as follows: (a) each of Parent and Merger Sub has all requisite power and authority to execute and deliver this Agreement and to perform their obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement have been duly authorized by each of Parent and Merger Sub. This Agreement has been duly executed and delivered by each of Parent and Merger Sub and, assuming this Agreement constitutes a valid and binding obligation of Stockholder constitutes a valid and binding obligation of each of Parent and Merger Sub enforceable against the each of Parent and Merger Sub in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or by principles governing the availability of equitable remedies.

**1.6 Assignment; Binding Effect.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, except that Parent may assign all or any of its rights and obligations hereunder to any affiliate of Parent; provided, however, that no such assignment shall relieve the assigning party of its obligations hereunder if such assignee does not perform such obligations. Subject to the preceding sentence, this Agreement shall be binding upon, inure solely to the benefit of, and be enforceable by, the parties hereto and their respective permitted successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to or shall confer on any person other than the parties hereto or their respective heirs, successors, executors, administrators and assigns any rights, benefits, remedies, obligations or liabilities of any nature whatsoever under or by reason of this Agreement.

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1.7 Termination. This Agreement, and all rights and obligations of the parties hereunder, shall terminate upon the first to occur of (i) the Effective Time, (ii) the date on which the Merger Agreement is terminated in accordance with its terms, (iii) the entry without the prior written consent of Stockholder into any amendment or modification to the Merger Agreement or any waiver of any of Parent's obligations under the Merger Agreement, in each case, that results in (A) a decrease in the Offer Price or Merger Consideration, or (B) a change in the form of Offer Price or Merger Consideration, or (iv) the mutual written agreement of the parties to terminate this Agreement. In the event of termination of this Agreement pursuant to this Section 1.7, this Agreement will become null and void and of no effect with no liability on the part of any party hereto; *provided, however*, that no such termination will relieve any party hereto from any liability for any willful, knowing and material breach of this Agreement occurring prior to such termination.

1.8 Stockholder Capacity. Notwithstanding anything to the contrary in this Agreement, the parties acknowledge that (i) the Stockholder is entering into this Agreement solely in the Stockholder's capacity as a record and/or beneficial owner of the Company Common Stock and not in such Stockholder's capacity as a director, officer or employee of the Company (as applicable) or in the Stockholder's capacity as a trustee or fiduciary of any Company Employee Plans and (ii) nothing in this Agreement is intended to limit or restrict the Stockholder from taking any action or inaction or voting in the Stockholder's sole discretion on any matter in his or her capacity as a director of the Company or in the Stockholder's capacity as a trustee or fiduciary of any Company Employee Plans (if applicable), including, for the avoidance of doubt, taking any action permitted by Sections 7.3 and 7.4 of the Merger Agreement, and none of such actions in such capacity shall be deemed to constitute a breach of this Agreement.

1.9 Parent. Nothing herein shall be construed to limit or affect any action or inaction by (i) Parent or Merger Sub in accordance with the terms of the Merger Agreement or (ii) any Affiliate, officer, director or direct or indirect equity holder of Parent or Merger Sub acting in his or her capacity as a director or officer of Parent or Merger Sub; provided, however, that this Section 1.11 shall not relieve any such Person from any liability or obligation that he, she or it may have independently of this Agreement or as a consequence of any action or inaction by such Person.

1.10 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent, or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to the Stockholder, and Parent and Merger Sub shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct the Stockholder in the disposition or voting of any of the Shares, except as otherwise provided herein.

1.11 General Provisions.

(a) Except as otherwise set forth in the Merger Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense, whether or not the transactions contemplated hereby are consummated.

(b) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in a writing that refers to this Agreement and signed, in the case of an amendment, by each of the parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any

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other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable law.

(c) Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if (i) personally delivered, (ii) mailed by registered or certified first-class mail, prepaid with return receipt requested, (iii) sent by a nationally recognized overnight courier service, to the recipient at the address below indicated or (iv) delivered by facsimile or email which is confirmed in writing by sending a copy of such facsimile or email to the recipient thereof pursuant to clause (i) or (iii) above:

If to Parent and Merger Sub:

MaxLinear, Inc.  
5966 La Place Court, Suite 100  
Carlsbad, CA 92008  
Attention: Adam Spice  
Facsimile No: 949-753-8110

With a required copy to (which shall not constitute notice):

Wilson Sonsini Goodrich & Rosati  
Professional Corporation  
12235 El Camino Real  
San Diego, California 92130  
Attention: Robert F. Kornegay and Denny Kwon  
Email: rkornegay@wsgr.com and dkwon@wsgr.com  
Facsimile No.: (858) 350-2399

If to the Stockholder:

At the address and facsimile number and email address set forth set forth in Exhibit A hereto; or to such other address as any party hereto may, from time to time, designate in a written notice given in like manner.

(d) When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

(e) This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Signatures delivered by facsimile or electronic transmission shall be binding for all purposes hereof.

(f) This Agreement and the Merger Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.



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(g) This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to any applicable conflicts of law.

(h) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction and proper venue of the Court of Chancery of the State of Delaware, and each party consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes all right to attack the suitability or convenience of such venue or forum by reason of their present or future domiciles, or by any other reason. The parties acknowledge that all directions issued by the forum court, including all injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries. Each of the parties hereto hereby waives to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated hereby.

(i) If any provision of this Agreement or the application thereof to any party or set of circumstances shall, in any jurisdiction and to any extent, be finally held invalid or unenforceable by any rule of law or public policy, such term or provision shall only be ineffective as to such jurisdiction, and only to the extent of such invalidity or unenforceability, without invalidating or rendering unenforceable any other terms or provisions of this Agreement or under any other circumstances, and the parties shall negotiate in good faith a substitute provision which comes as close as possible to the invalidated or unenforceable term or provision, and which puts each party in a position as nearly comparable as possible to the position it would have been in but for the finding of invalidity or unenforceability, while remaining valid and enforceable.

(j) Each of the parties acknowledges that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and agrees that the parties' respective remedies at law for a breach or threatened breach of any of the provisions of this Agreement would be inadequate and, in recognition of that fact, each agrees that, in the event of a breach or threatened breach by any party of the provisions of this Agreement, in addition to any remedies at law or damages, each party, respectively, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available in order to enforce the terms hereof.

*[Signature pages follow]*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**MAXLINEAR, INC.**

By: /s/ Kishore Seendripu  
Name: Kishore Seendripu  
Title: President and Chief Executive Officer

**EAGLE ACQUISITION CORPORATION**

By: /s/ Kishore Seendripu  
Name: Kishore Seendripu  
Title: President and Chief Executive Officer

*[Signature Page to Support Agreement]*

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**COMPANY STOCKHOLDER**

/s/ Izak Bencuya

Izak Bencuya

*[Signature Page to Support Agreement]*

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**Exhibit A**  
**Stockholder Security Ownership and Voting Information**

Name and Address of Stockholder

Number and class of Shares beneficially owned by the  
Stockholder as of the date hereof:

\_\_\_\_\_  
Name:  
Izak Bencuya

45,000 shares of Company Common Stock

Address:  
14793 Vickery Lane

80,000 shares of Company Common Stock issuable upon  
exercise or vesting of Company stock options

Saratoga, CA 95070

28,000 shares of Company Common Stock issuable  
upon settlement of Company restricted stock units

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SUPPORT AGREEMENT

This Support Agreement (this "Agreement") is entered into as of March 28, 2017 by and among MaxLinear, Inc., a Delaware corporation ("Parent"), Eagle Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), and the person listed as a stockholder of Exar Corporation, a Delaware corporation (the "Company"), on the signature page hereto (the "Stockholder").

### RECITALS

WHEREAS, concurrently with the execution and delivery of this Agreement, the Company, Merger Sub and Parent are entering into an Agreement and Plan of Merger dated as of the date hereof (as the same may be amended or supplemented, the "Merger Agreement"), which provides, among other things, for Merger Sub to commence a tender offer (the "Offer") to acquire all of the outstanding shares of the Company at a price of Thirteen Dollars and zero cents (\$13.00) per share of the Company, net to the holder thereof in cash, without interest (such amount being hereinafter referred to as the "Offer Price"), and following the completion of the Offer, the merger of Merger Sub with and into the Company (the "Merger"), with the Company continuing as the surviving corporation and becoming a wholly-owned subsidiary of Parent, all on the terms and subject to the conditions set forth in the Merger Agreement. Capitalized terms used herein that are not defined shall have the meanings set forth in the Merger Agreement.

WHEREAS, the Stockholder is the record and beneficial owner of the number of shares of Company Common Stock set forth on Exhibit A hereto (such shares, as they may be adjusted by stock dividend, stock split, recapitalization, combination or exchange of shares, merger, consolidation, reorganization or other change or transaction of or by the Company, together with securities of the Company for which Stockholder has "beneficial ownership," as that term is defined in Rule 13d-3 under the Exchange Act, and shares that may be acquired after the date hereof, including upon vesting of any restricted stock units on Company Common Stock held by the Stockholder or upon the exercise of any options to acquire Company Common Stock by the Stockholder, are collectively referred to herein as the "Shares").

WHEREAS, as an inducement and a condition to the willingness of Parent and Merger Sub to enter into the Merger Agreement, and in consideration of the substantial expenses incurred and to be incurred by them in connection therewith, the Stockholder has agreed to enter into, be legally bound by and perform this Agreement pursuant to which the Stockholder agrees to tender its Shares into the Offer and to take (and refrain from taking) certain other actions in connection with the transactions contemplated by the Merger Agreement.

### AGREEMENTS

In consideration of the recitals and the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

#### 1.1 Tender Agreements.

(a) Agreement to Tender Shares in Offer. Unless this Agreement shall have been terminated pursuant to the terms hereof or the Offer is terminated in accordance with the terms of the Merger Agreement, the Stockholder hereby agrees that such Stockholder shall validly tender (and deliver any certificates evidencing, or an appropriate affidavit of lost certificate with respect thereto, to

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the extent such certificates have been lost, misplaced or destroyed) its Shares held in record name, or direct the broker or such other Person that is the holder of record of any Shares held beneficially by the Stockholder to validly tender such Shares, into the Offer promptly following, and in any event no later than fifteen (15) business days after commencement (within the meaning of Rule 14d-2 under the Exchange Act) of the Offer (or if the Stockholder has not received the Offer Documents by such time, within four (4) business days following receipt of such documents) and no later than five (5) business days after such Stockholder acquires beneficial ownership of any additional Shares in accordance with the procedures set forth in the Offer Documents, free and clear of all Liens.

(b) Termination of Offer. If the Offer is terminated or withdrawn by Merger Sub, or the Merger Agreement is terminated prior to the purchase of Shares in the Offer, Parent and Merger Sub shall promptly and in any event no later than three (3) business days return, and shall cause any depository or paying agent, acting on behalf of Parent and Merger Sub, to promptly and in any event no later than three (3) business days return all tendered Shares to the Stockholder.

(c) Agreement Not to Tender Shares in Competing Offer. At all times commencing with the execution and delivery of this Agreement and continuing until this Agreement shall have been terminated pursuant to the terms hereof, Stockholder shall not tender the Shares into any tender or exchange offer commenced by a Person other than Parent, Merger Sub or any other Subsidiary of Parent.

1.2 Other Covenants of the Stockholder. The Stockholder agrees, while this Agreement is in effect, as follows:

(a) The Stockholder shall not, directly or indirectly, (i) sell, transfer (including by operation of law), pledge, assign or otherwise encumber or dispose of, or enter into any agreement, option or other arrangement (including any profit sharing arrangement) or understanding with respect to any of the Shares to any person other than Parent or Parent's designee; (ii) grant any proxy, power-of-attorney or other authorization or consent with respect to any of the Shares related to any matter that is inconsistent with the Offer, the Merger, or any transactions contemplated by the Merger Agreement or the provisions thereof; (iii) deposit any of the Shares into a voting trust, or enter into a voting agreement or arrangement with respect to any of the Shares; or (iv) knowingly, directly or indirectly, take, or cause the taking of, any other action that would restrict, limit or interfere with the performance of the Stockholder's obligations hereunder; *provided, that*, in the event that the Stockholder is a party, as of February 19, 2017, to a written plan for trading the Shares in accordance with Rule 10b5-1 under the Exchange Act (a "10b5-1 Plan"), the Stockholder may sell pursuant to such 10b5-1 Plan up to that number of Shares as permitted to be sold under such 10b5-1 Plan; *provided, that*, after February 19, 2017, the Stockholder shall not (x) amend such 10b5-1 Plan to increase the number of Shares eligible for sale under such 10b5-1 Plan, (y) deposit any Shares into a voting trust or enter into any voting arrangement, whether by proxy, voting agreement, voting trust, power-of-attorney, attorney-in-fact, agent or otherwise, with respect to the Shares, except as contemplated by this Agreement, or (z) take any other action that would in any way make any representation or warranty of the Stockholder herein untrue or incorrect in any material respect. Notwithstanding the foregoing, the Stockholder may transfer any or all of his, her or its Shares as follows: (1) in the case of a Stockholder that is an entity, to any parent entity, subsidiary or affiliate under common control with such Stockholder, or to a partner or member of such Stockholder, and (2) in the case of a Stockholder that is an individual, to the Stockholder's spouse, ancestors, descendants or any trust for any of their benefits or to a charitable organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or qualified as a charitable organization under the equivalent laws of Canada or its provinces; *provided however*, that in any such case, prior to and as a condition to the effectiveness of such transfer, (A) each person to which any of such Shares or any interest in any of such Shares is or may be transferred shall

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have executed and delivered to Parent and Merger Sub a counterpart to this Agreement pursuant to which such person shall be bound by all of the terms and provisions of this Agreement, and (B) this Agreement shall be the legal, valid and binding agreement of such person, enforceable against such person in accordance with its terms.

(b) At any meeting of stockholders of the Company, the Stockholder shall vote (or cause to be voted) all of the Shares: (i) against any inquiry, proposal, offer, indication of interest or transaction that constitutes or could reasonably be expected to lead to, an Acquisition Proposal or Acquisition Transaction relating to the Company and (ii) against any action, proposal, transaction or agreement which would reasonably be expected to impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the Offer or the Merger or the fulfillment of Parent's, the Company's, or Merger Sub's conditions under the Merger Agreement or change in any manner the voting rights of any security of the Company (including by any amendments to the Company's charter or bylaws). Except as set forth in clauses (i) and (ii) of this Section 1.2(b) or clause (A) of Section 1.3, Stockholder shall not be restricted from voting in favor of, against or abstaining with respect to any other matters presented to the stockholders of the Company.

(c) The Stockholder shall use commercially reasonable efforts to take, or cause to be taken, all reasonable actions, and to do, or cause to be done, all things reasonably necessary to fulfill the Stockholder's obligations under this Agreement. Nothing herein shall require the Stockholder to exercise any unexercised Company Stock Awards held by the Stockholder.

(d) The Stockholder shall not exercise any rights (including under Section 262 of the Delaware General Corporation Law) to demand appraisal of any Shares that may arise with respect to the Offer or the Merger.

(e) The Stockholder authorizes and agrees to permit Parent and Merger Sub to publish and disclose in the Offer Documents and any related filings under the securities laws of the United States or any state thereof the Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement and any other information required by applicable Law; *provided that*, Parent shall provide Stockholder and its counsel reasonable opportunity to review and comment thereon, and Parent shall give reasonable consideration to any such comments. None of the information relating to the Stockholder provided by or on behalf of the Stockholder in writing for inclusion in the Offer Documents will, at the respective times that the Offer Documents are filed with the SEC or are first mailed to the holders of the Company Common Stock, contain any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of Parent and Merger Sub authorizes and agrees to permit the Stockholder to make such disclosure or filings as may be required by the SEC or the New York Stock Exchange or any other national securities exchange relating to the existence and contents of this Agreement; *provided that* the Stockholder shall provide Parent and its counsel reasonable opportunity to review and comment thereon, and the Stockholder shall give reasonable consideration to any such comments.

### 1.3 Grant of Irrevocable Proxy Coupled with an Interest; Appointment of Proxy.

(a) The Stockholder hereby irrevocably (until this Agreement shall have been terminated pursuant to the terms hereof) (i) grants to Parent and any designee of Parent, alone or together, the Stockholder's proxy, and (ii) appoints Parent and any designee of Parent as the Stockholder's proxy, attorney-in-fact and agent (with full power of substitution and resubstitution), alone or together, in each case, for and in the name, place and stead of the Stockholder, to vote the

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Shares, or grant a consent or approval in respect of the Shares at any meeting of the stockholders of the Company or at any adjournment thereof or in any other circumstances upon which their vote, consent or other approval is sought (A) in favor of the Offer, the Merger, the adoption of the Merger Agreement and the approval of the other transactions contemplated by the Merger Agreement; and/or (B) otherwise in accordance with the Stockholder's voting obligations in Section 1.2(b).

(b) The Stockholder agrees to execute such documents or certificates evidencing such proxy as Parent may reasonably request. The Stockholder acknowledges receipt and review of a copy of the Merger Agreement.

(c) The Stockholder represents that any proxies heretofore given in respect of the Shares are not irrevocable, and that any such proxies are hereby revoked.

(d) THE STOCKHOLDER HEREBY AFFIRMS THAT THE PROXY SET FORTH IN THIS SECTION 1.3 IS COUPLED WITH AN INTEREST AND IS IRREVOCABLE UNTIL SUCH TIME AS THIS AGREEMENT TERMINATES IN ACCORDANCE WITH ITS TERMS. The Stockholder hereby further affirms that the irrevocable proxy is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of the Stockholder under this Agreement. The Stockholder hereby ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof. Such irrevocable proxy shall be valid until the termination of this Agreement in accordance with its terms. The power of attorney granted by the Stockholder is a durable power of attorney and shall survive the bankruptcy, dissolution, death or incapacity of the Stockholder.

1.4 Non-Solicitation. During the term of this Agreement, the Stockholder agrees to comply with the terms of Section 7.2 of the Merger Agreement as if it were a party thereto.

1.5 Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to Parent and Merger Sub as follows:

(a) The Stockholder has all requisite power and authority to execute and deliver this Agreement and to perform the Stockholder's obligations under this Agreement.

(b) The execution, delivery and performance of this Agreement have been duly authorized by the Stockholder. This Agreement has been duly executed and delivered by the Stockholder and, assuming this Agreement constitutes a valid and binding obligation of Parent and Merger Sub constitutes a valid and binding obligation of the Stockholder enforceable against the Stockholder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or by principles governing the availability of equitable remedies. The failure of the spouse, if any, of any Stockholder that is an individual, to be a party or signatory to this Agreement shall not (A) prevent the Stockholder from performing the Stockholder's obligations contemplated hereunder or (B) prevent this Agreement from constituting the legal, valid and binding obligation of the Stockholder in accordance with its terms.

(c) The Shares and the certificates (or any book-entry notations used to represent any uncertificated shares of Company Common Stock) representing the Shares are now, and at all times during the term hereof will be, held by the Stockholder, or by a nominee or custodian for the benefit of the Stockholder, and the Stockholder has valid title to the Shares, free and clear of any Liens (including voting trusts and voting commitments). As of the date of this Agreement, the Stockholder does not own of record or beneficially any Shares of the Company, or any options, warrants or rights exercisable for Shares of the Company, other than the Shares set forth on Exhibit A hereto. The Stockholder has full



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power to vote the Shares as provided herein. Neither the Stockholder nor any of the Shares is subject to any voting trust, proxy or other agreement, arrangement or restriction with respect to the voting or disposition of the Shares, except as otherwise contemplated by this Agreement or the Merger Agreement.

(d) (i) Other than filings required by the SEC or the New York Stock Exchange, no filing with, and no permit, authorization, consent or approval of any state, federal or foreign governmental authority is necessary on the part of the Stockholder for the execution and delivery of this Agreement by the Stockholder and the performance by the Stockholder of the Stockholder's obligations under this Agreement and (ii) neither the execution and delivery of this Agreement by the Stockholder nor the performance by the Stockholder of the Stockholder's obligations under this Agreement nor compliance by the Stockholder with any of the provisions hereof shall (A) result in the creation of an encumbrance on any of the Shares or (B) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Stockholder or any of the Shares, except in the case of (A) or (B) for restrictions on transfer under the Securities Act of 1933, as amended or violations, breaches or defaults that would not in the aggregate materially impair the ability of the Stockholder to perform its obligations hereunder.

(e) As of the date hereof, there is no Action pending or, to the knowledge of the Stockholder, threatened against or affecting the Stockholder and/or any of its Affiliates before or by any Governmental Authority that would reasonably be expected to impair the ability of the Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby in a timely manner.

(f) The Stockholder understands and acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance upon the Stockholder's execution and delivery of this Agreement.

**1.5A. Representations and Warranties of Parent and Merger Sub.** Each of Parent and Merger Sub hereby represents and warrants to Stockholder jointly and severally as follows: (a) each of Parent and Merger Sub has all requisite power and authority to execute and deliver this Agreement and to perform their obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement have been duly authorized by each of Parent and Merger Sub. This Agreement has been duly executed and delivered by each of Parent and Merger Sub and, assuming this Agreement constitutes a valid and binding obligation of Stockholder constitutes a valid and binding obligation of each of Parent and Merger Sub enforceable against the each of Parent and Merger Sub in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or by principles governing the availability of equitable remedies.

**1.6 Assignment; Binding Effect.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, except that Parent may assign all or any of its rights and obligations hereunder to any affiliate of Parent; provided, however, that no such assignment shall relieve the assigning party of its obligations hereunder if such assignee does not perform such obligations. Subject to the preceding sentence, this Agreement shall be binding upon, inure solely to the benefit of, and be enforceable by, the parties hereto and their respective permitted successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to or shall confer on any person other than the parties hereto or their respective heirs, successors, executors, administrators and assigns any rights, benefits, remedies, obligations or liabilities of any nature whatsoever under or by reason of this Agreement.

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1.7 Termination. This Agreement, and all rights and obligations of the parties hereunder, shall terminate upon the first to occur of (i) the Effective Time, (ii) the date on which the Merger Agreement is terminated in accordance with its terms, (iii) the entry without the prior written consent of Stockholder into any amendment or modification to the Merger Agreement or any waiver of any of Parent's obligations under the Merger Agreement, in each case, that results in (A) a decrease in the Offer Price or Merger Consideration, or (B) a change in the form of Offer Price or Merger Consideration, or (iv) the mutual written agreement of the parties to terminate this Agreement. In the event of termination of this Agreement pursuant to this Section 1.7, this Agreement will become null and void and of no effect with no liability on the part of any party hereto; *provided, however*, that no such termination will relieve any party hereto from any liability for any willful, knowing and material breach of this Agreement occurring prior to such termination.

1.8 Stockholder Capacity. Notwithstanding anything to the contrary in this Agreement, the parties acknowledge that (i) the Stockholder is entering into this Agreement solely in the Stockholder's capacity as a record and/or beneficial owner of the Company Common Stock and not in such Stockholder's capacity as a director, officer or employee of the Company (as applicable) or in the Stockholder's capacity as a trustee or fiduciary of any Company Employee Plans and (ii) nothing in this Agreement is intended to limit or restrict the Stockholder from taking any action or inaction or voting in the Stockholder's sole discretion on any matter in his or her capacity as a director of the Company or in the Stockholder's capacity as a trustee or fiduciary of any Company Employee Plans (if applicable), including, for the avoidance of doubt, taking any action permitted by Sections 7.3 and 7.4 of the Merger Agreement, and none of such actions in such capacity shall be deemed to constitute a breach of this Agreement.

1.9 Parent. Nothing herein shall be construed to limit or affect any action or inaction by (i) Parent or Merger Sub in accordance with the terms of the Merger Agreement or (ii) any Affiliate, officer, director or direct or indirect equity holder of Parent or Merger Sub acting in his or her capacity as a director or officer of Parent or Merger Sub; provided, however, that this Section 1.11 shall not relieve any such Person from any liability or obligation that he, she or it may have independently of this Agreement or as a consequence of any action or inaction by such Person.

1.10 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent, or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to the Stockholder, and Parent and Merger Sub shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct the Stockholder in the disposition or voting of any of the Shares, except as otherwise provided herein.

1.11 General Provisions.

(a) Except as otherwise set forth in the Merger Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense, whether or not the transactions contemplated hereby are consummated.

(b) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in a writing that refers to this Agreement and signed, in the case of an amendment, by each of the parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any

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other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable law.

(c) Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if (i) personally delivered, (ii) mailed by registered or certified first-class mail, prepaid with return receipt requested, (iii) sent by a nationally recognized overnight courier service, to the recipient at the address below indicated or (iv) delivered by facsimile or email which is confirmed in writing by sending a copy of such facsimile or email to the recipient thereof pursuant to clause (i) or (iii) above:

If to Parent and Merger Sub:

MaxLinear, Inc.  
5966 La Place Court, Suite 100  
Carlsbad, CA 92008  
Attention: Adam Spice  
Facsimile No: 949-753-8110

With a required copy to (which shall not constitute notice):

Wilson Sonsini Goodrich & Rosati  
Professional Corporation  
12235 El Camino Real  
San Diego, California 92130  
Attention: Robert F. Kornegay and Denny Kwon  
Email: rkornegay@wsgr.com and dkwon@wsgr.com  
Facsimile No.: (858) 350-2399

If to the Stockholder:

At the address and facsimile number and email address set forth set forth in Exhibit A hereto; or to such other address as any party hereto may, from time to time, designate in a written notice given in like manner.

(d) When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

(e) This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Signatures delivered by facsimile or electronic transmission shall be binding for all purposes hereof.

(f) This Agreement and the Merger Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

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(g) This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to any applicable conflicts of law.

(h) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction and proper venue of the Court of Chancery of the State of Delaware, and each party consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes all right to attack the suitability or convenience of such venue or forum by reason of their present or future domiciles, or by any other reason. The parties acknowledge that all directions issued by the forum court, including all injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries. Each of the parties hereto hereby waives to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated hereby.

(i) If any provision of this Agreement or the application thereof to any party or set of circumstances shall, in any jurisdiction and to any extent, be finally held invalid or unenforceable by any rule of law or public policy, such term or provision shall only be ineffective as to such jurisdiction, and only to the extent of such invalidity or unenforceability, without invalidating or rendering unenforceable any other terms or provisions of this Agreement or under any other circumstances, and the parties shall negotiate in good faith a substitute provision which comes as close as possible to the invalidated or unenforceable term or provision, and which puts each party in a position as nearly comparable as possible to the position it would have been in but for the finding of invalidity or unenforceability, while remaining valid and enforceable.

(j) Each of the parties acknowledges that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and agrees that the parties' respective remedies at law for a breach or threatened breach of any of the provisions of this Agreement would be inadequate and, in recognition of that fact, each agrees that, in the event of a breach or threatened breach by any party of the provisions of this Agreement, in addition to any remedies at law or damages, each party, respectively, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available in order to enforce the terms hereof.

*[Signature pages follow]*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**MAXLINEAR, INC.**

By: /s/ Kishore Seendripu  
Name: Kishore Seendripu  
Title: President and Chief Executive Officer

**EAGLE ACQUISITION CORPORATION**

By: /s/ Kishore Seendripu  
Name: Kishore Seendripu  
Title: President and Chief Executive Officer

*[Signature Page to Support Agreement]*

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**COMPANY STOCKHOLDER**

/s/ Ryan A. Benton

Ryan A. Benton

*[Signature Page to Support Agreement]*

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**Exhibit A**  
**Stockholder Security Ownership and Voting Information**

Name and Address of Stockholder

Name: Ryan A. Benton

Address:  
2108 Bridle Ridge Court  
San Jose, CA 95138

Number and class of Shares beneficially owned by the  
Stockholder as of the date hereof:

18,205 shares of Company Common Stock

905,000 shares of Company Common Stock issuable upon  
exercise or vesting of Company stock options

230,086 shares of Company Common Stock issuable upon  
settlement of Company restricted stock units

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SUPPORT AGREEMENT

This Support Agreement (this "Agreement") is entered into as of March 28, 2017 by and among MaxLinear, Inc., a Delaware corporation ("Parent"), Eagle Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), and the person listed as a stockholder of Exar Corporation, a Delaware corporation (the "Company"), on the signature page hereto (the "Stockholder").

### RECITALS

WHEREAS, concurrently with the execution and delivery of this Agreement, the Company, Merger Sub and Parent are entering into an Agreement and Plan of Merger dated as of the date hereof (as the same may be amended or supplemented, the "Merger Agreement"), which provides, among other things, for Merger Sub to commence a tender offer (the "Offer") to acquire all of the outstanding shares of the Company at a price of Thirteen Dollars and zero cents (\$13.00) per share of the Company, net to the holder thereof in cash, without interest (such amount being hereinafter referred to as the "Offer Price"), and following the completion of the Offer, the merger of Merger Sub with and into the Company (the "Merger"), with the Company continuing as the surviving corporation and becoming a wholly-owned subsidiary of Parent, all on the terms and subject to the conditions set forth in the Merger Agreement. Capitalized terms used herein that are not defined shall have the meanings set forth in the Merger Agreement.

WHEREAS, the Stockholder is the record and beneficial owner of the number of shares of Company Common Stock set forth on Exhibit A hereto (such shares, as they may be adjusted by stock dividend, stock split, recapitalization, combination or exchange of shares, merger, consolidation, reorganization or other change or transaction of or by the Company, together with securities of the Company for which Stockholder has "beneficial ownership," as that term is defined in Rule 13d-3 under the Exchange Act, and shares that may be acquired after the date hereof, including upon vesting of any restricted stock units on Company Common Stock held by the Stockholder or upon the exercise of any options to acquire Company Common Stock by the Stockholder, are collectively referred to herein as the "Shares").

WHEREAS, as an inducement and a condition to the willingness of Parent and Merger Sub to enter into the Merger Agreement, and in consideration of the substantial expenses incurred and to be incurred by them in connection therewith, the Stockholder has agreed to enter into, be legally bound by and perform this Agreement pursuant to which the Stockholder agrees to tender its Shares into the Offer and to take (and refrain from taking) certain other actions in connection with the transactions contemplated by the Merger Agreement.

### AGREEMENTS

In consideration of the recitals and the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

#### 1.1 Tender Agreements.

(a) Agreement to Tender Shares in Offer. Unless this Agreement shall have been terminated pursuant to the terms hereof or the Offer is terminated in accordance with the terms of the Merger Agreement, the Stockholder hereby agrees that such Stockholder shall validly tender (and deliver any certificates evidencing, or an appropriate affidavit of lost certificate with respect thereto, to



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the extent such certificates have been lost, misplaced or destroyed) its Shares held in record name, or direct the broker or such other Person that is the holder of record of any Shares held beneficially by the Stockholder to validly tender such Shares, into the Offer promptly following, and in any event no later than fifteen (15) business days after commencement (within the meaning of Rule 14d-2 under the Exchange Act) of the Offer (or if the Stockholder has not received the Offer Documents by such time, within four (4) business days following receipt of such documents) and no later than five (5) business days after such Stockholder acquires beneficial ownership of any additional Shares in accordance with the procedures set forth in the Offer Documents, free and clear of all Liens.

(b) Termination of Offer. If the Offer is terminated or withdrawn by Merger Sub, or the Merger Agreement is terminated prior to the purchase of Shares in the Offer, Parent and Merger Sub shall promptly and in any event no later than three (3) business days return, and shall cause any depository or paying agent, acting on behalf of Parent and Merger Sub, to promptly and in any event no later than three (3) business days return all tendered Shares to the Stockholder.

(c) Agreement Not to Tender Shares in Competing Offer. At all times commencing with the execution and delivery of this Agreement and continuing until this Agreement shall have been terminated pursuant to the terms hereof, Stockholder shall not tender the Shares into any tender or exchange offer commenced by a Person other than Parent, Merger Sub or any other Subsidiary of Parent.

1.2 Other Covenants of the Stockholder. The Stockholder agrees, while this Agreement is in effect, as follows:

(a) The Stockholder shall not, directly or indirectly, (i) sell, transfer (including by operation of law), pledge, assign or otherwise encumber or dispose of, or enter into any agreement, option or other arrangement (including any profit sharing arrangement) or understanding with respect to any of the Shares to any person other than Parent or Parent's designee; (ii) grant any proxy, power-of-attorney or other authorization or consent with respect to any of the Shares related to any matter that is inconsistent with the Offer, the Merger, or any transactions contemplated by the Merger Agreement or the provisions thereof; (iii) deposit any of the Shares into a voting trust, or enter into a voting agreement or arrangement with respect to any of the Shares; or (iv) knowingly, directly or indirectly, take, or cause the taking of, any other action that would restrict, limit or interfere with the performance of the Stockholder's obligations hereunder; *provided, that*, in the event that the Stockholder is a party, as of February 19, 2017, to a written plan for trading the Shares in accordance with Rule 10b5-1 under the Exchange Act (a "10b5-1 Plan"), the Stockholder may sell pursuant to such 10b5-1 Plan up to that number of Shares as permitted to be sold under such 10b5-1 Plan; *provided, that*, after February 19, 2017, the Stockholder shall not (x) amend such 10b5-1 Plan to increase the number of Shares eligible for sale under such 10b5-1 Plan, (y) deposit any Shares into a voting trust or enter into any voting arrangement, whether by proxy, voting agreement, voting trust, power-of-attorney, attorney-in-fact, agent or otherwise, with respect to the Shares, except as contemplated by this Agreement, or (z) take any other action that would in any way make any representation or warranty of the Stockholder herein untrue or incorrect in any material respect. Notwithstanding the foregoing, the Stockholder may transfer any or all of his, her or its Shares as follows: (1) in the case of a Stockholder that is an entity, to any parent entity, subsidiary or affiliate under common control with such Stockholder, or to a partner or member of such Stockholder, and (2) in the case of a Stockholder that is an individual, to the Stockholder's spouse, ancestors, descendants or any trust for any of their benefits or to a charitable organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or qualified as a charitable organization under the equivalent laws of Canada or its provinces; *provided however*, that in any such case, prior to and as a condition to the effectiveness of such transfer, (A) each person to which any of such Shares or any interest in any of such Shares is or may be transferred shall

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have executed and delivered to Parent and Merger Sub a counterpart to this Agreement pursuant to which such person shall be bound by all of the terms and provisions of this Agreement, and (B) this Agreement shall be the legal, valid and binding agreement of such person, enforceable against such person in accordance with its terms.

(b) At any meeting of stockholders of the Company, the Stockholder shall vote (or cause to be voted) all of the Shares: (i) against any inquiry, proposal, offer, indication of interest or transaction that constitutes or could reasonably be expected to lead to, an Acquisition Proposal or Acquisition Transaction relating to the Company and (ii) against any action, proposal, transaction or agreement which would reasonably be expected to impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the Offer or the Merger or the fulfillment of Parent's, the Company's, or Merger Sub's conditions under the Merger Agreement or change in any manner the voting rights of any security of the Company (including by any amendments to the Company's charter or bylaws). Except as set forth in clauses (i) and (ii) of this Section 1.2(b) or clause (A) of Section 1.3, Stockholder shall not be restricted from voting in favor of, against or abstaining with respect to any other matters presented to the stockholders of the Company.

(c) The Stockholder shall use commercially reasonable efforts to take, or cause to be taken, all reasonable actions, and to do, or cause to be done, all things reasonably necessary to fulfill the Stockholder's obligations under this Agreement. Nothing herein shall require the Stockholder to exercise any unexercised Company Stock Awards held by the Stockholder.

(d) The Stockholder shall not exercise any rights (including under Section 262 of the Delaware General Corporation Law) to demand appraisal of any Shares that may arise with respect to the Offer or the Merger.

(e) The Stockholder authorizes and agrees to permit Parent and Merger Sub to publish and disclose in the Offer Documents and any related filings under the securities laws of the United States or any state thereof the Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement and any other information required by applicable Law; *provided that*, Parent shall provide Stockholder and its counsel reasonable opportunity to review and comment thereon, and Parent shall give reasonable consideration to any such comments. None of the information relating to the Stockholder provided by or on behalf of the Stockholder in writing for inclusion in the Offer Documents will, at the respective times that the Offer Documents are filed with the SEC or are first mailed to the holders of the Company Common Stock, contain any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of Parent and Merger Sub authorizes and agrees to permit the Stockholder to make such disclosure or filings as may be required by the SEC or the New York Stock Exchange or any other national securities exchange relating to the existence and contents of this Agreement; *provided that* the Stockholder shall provide Parent and its counsel reasonable opportunity to review and comment thereon, and the Stockholder shall give reasonable consideration to any such comments.

### 1.3 Grant of Irrevocable Proxy Coupled with an Interest; Appointment of Proxy.

(a) The Stockholder hereby irrevocably (until this Agreement shall have been terminated pursuant to the terms hereof) (i) grants to Parent and any designee of Parent, alone or together, the Stockholder's proxy, and (ii) appoints Parent and any designee of Parent as the Stockholder's proxy, attorney-in-fact and agent (with full power of substitution and resubstitution), alone or together, in each case, for and in the name, place and stead of the Stockholder, to vote the

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Shares, or grant a consent or approval in respect of the Shares at any meeting of the stockholders of the Company or at any adjournment thereof or in any other circumstances upon which their vote, consent or other approval is sought (A) in favor of the Offer, the Merger, the adoption of the Merger Agreement and the approval of the other transactions contemplated by the Merger Agreement; and/or (B) otherwise in accordance with the Stockholder's voting obligations in Section 1.2(b).

(b) The Stockholder agrees to execute such documents or certificates evidencing such proxy as Parent may reasonably request. The Stockholder acknowledges receipt and review of a copy of the Merger Agreement.

(c) The Stockholder represents that any proxies heretofore given in respect of the Shares are not irrevocable, and that any such proxies are hereby revoked.

(d) THE STOCKHOLDER HEREBY AFFIRMS THAT THE PROXY SET FORTH IN THIS SECTION 1.3 IS COUPLED WITH AN INTEREST AND IS IRREVOCABLE UNTIL SUCH TIME AS THIS AGREEMENT TERMINATES IN ACCORDANCE WITH ITS TERMS. The Stockholder hereby further affirms that the irrevocable proxy is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of the Stockholder under this Agreement. The Stockholder hereby ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof. Such irrevocable proxy shall be valid until the termination of this Agreement in accordance with its terms. The power of attorney granted by the Stockholder is a durable power of attorney and shall survive the bankruptcy, dissolution, death or incapacity of the Stockholder.

1.4 Non-Solicitation. During the term of this Agreement, the Stockholder agrees to comply with the terms of Section 7.2 of the Merger Agreement as if it were a party thereto.

1.5 Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to Parent and Merger Sub as follows:

(a) The Stockholder has all requisite power and authority to execute and deliver this Agreement and to perform the Stockholder's obligations under this Agreement.

(b) The execution, delivery and performance of this Agreement have been duly authorized by the Stockholder. This Agreement has been duly executed and delivered by the Stockholder and, assuming this Agreement constitutes a valid and binding obligation of Parent and Merger Sub constitutes a valid and binding obligation of the Stockholder enforceable against the Stockholder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or by principles governing the availability of equitable remedies. The failure of the spouse, if any, of any Stockholder that is an individual, to be a party or signatory to this Agreement shall not (A) prevent the Stockholder from performing the Stockholder's obligations contemplated hereunder or (B) prevent this Agreement from constituting the legal, valid and binding obligation of the Stockholder in accordance with its terms.

(c) The Shares and the certificates (or any book-entry notations used to represent any uncertificated shares of Company Common Stock) representing the Shares are now, and at all times during the term hereof will be, held by the Stockholder, or by a nominee or custodian for the benefit of the Stockholder, and the Stockholder has valid title to the Shares, free and clear of any Liens (including voting trusts and voting commitments). As of the date of this Agreement, the Stockholder does not own of record or beneficially any Shares of the Company, or any options, warrants or rights exercisable for Shares of the Company, other than the Shares set forth on Exhibit A hereto. The Stockholder has full

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power to vote the Shares as provided herein. Neither the Stockholder nor any of the Shares is subject to any voting trust, proxy or other agreement, arrangement or restriction with respect to the voting or disposition of the Shares, except as otherwise contemplated by this Agreement or the Merger Agreement.

(d) (i) Other than filings required by the SEC or the New York Stock Exchange, no filing with, and no permit, authorization, consent or approval of any state, federal or foreign governmental authority is necessary on the part of the Stockholder for the execution and delivery of this Agreement by the Stockholder and the performance by the Stockholder of the Stockholder's obligations under this Agreement and (ii) neither the execution and delivery of this Agreement by the Stockholder nor the performance by the Stockholder of the Stockholder's obligations under this Agreement nor compliance by the Stockholder with any of the provisions hereof shall (A) result in the creation of an encumbrance on any of the Shares or (B) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Stockholder or any of the Shares, except in the case of (A) or (B) for restrictions on transfer under the Securities Act of 1933, as amended or violations, breaches or defaults that would not in the aggregate materially impair the ability of the Stockholder to perform its obligations hereunder.

(e) As of the date hereof, there is no Action pending or, to the knowledge of the Stockholder, threatened against or affecting the Stockholder and/or any of its Affiliates before or by any Governmental Authority that would reasonably be expected to impair the ability of the Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby in a timely manner.

(f) The Stockholder understands and acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance upon the Stockholder's execution and delivery of this Agreement.

**1.5A. Representations and Warranties of Parent and Merger Sub.** Each of Parent and Merger Sub hereby represents and warrants to Stockholder jointly and severally as follows: (a) each of Parent and Merger Sub has all requisite power and authority to execute and deliver this Agreement and to perform their obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement have been duly authorized by each of Parent and Merger Sub. This Agreement has been duly executed and delivered by each of Parent and Merger Sub and, assuming this Agreement constitutes a valid and binding obligation of Stockholder constitutes a valid and binding obligation of each of Parent and Merger Sub enforceable against the each of Parent and Merger Sub in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or by principles governing the availability of equitable remedies.

**1.6 Assignment; Binding Effect.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, except that Parent may assign all or any of its rights and obligations hereunder to any affiliate of Parent; provided, however, that no such assignment shall relieve the assigning party of its obligations hereunder if such assignee does not perform such obligations. Subject to the preceding sentence, this Agreement shall be binding upon, inure solely to the benefit of, and be enforceable by, the parties hereto and their respective permitted successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to or shall confer on any person other than the parties hereto or their respective heirs, successors, executors, administrators and assigns any rights, benefits, remedies, obligations or liabilities of any nature whatsoever under or by reason of this Agreement.

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1.7 Termination. This Agreement, and all rights and obligations of the parties hereunder, shall terminate upon the first to occur of (i) the Effective Time, (ii) the date on which the Merger Agreement is terminated in accordance with its terms, (iii) the entry without the prior written consent of Stockholder into any amendment or modification to the Merger Agreement or any waiver of any of Parent's obligations under the Merger Agreement, in each case, that results in (A) a decrease in the Offer Price or Merger Consideration, or (B) a change in the form of Offer Price or Merger Consideration, or (iv) the mutual written agreement of the parties to terminate this Agreement. In the event of termination of this Agreement pursuant to this Section 1.7, this Agreement will become null and void and of no effect with no liability on the part of any party hereto; *provided, however*, that no such termination will relieve any party hereto from any liability for any willful, knowing and material breach of this Agreement occurring prior to such termination.

1.8 Stockholder Capacity. Notwithstanding anything to the contrary in this Agreement, the parties acknowledge that (i) the Stockholder is entering into this Agreement solely in the Stockholder's capacity as a record and/or beneficial owner of the Company Common Stock and not in such Stockholder's capacity as a director, officer or employee of the Company (as applicable) or in the Stockholder's capacity as a trustee or fiduciary of any Company Employee Plans and (ii) nothing in this Agreement is intended to limit or restrict the Stockholder from taking any action or inaction or voting in the Stockholder's sole discretion on any matter in his or her capacity as a director of the Company or in the Stockholder's capacity as a trustee or fiduciary of any Company Employee Plans (if applicable), including, for the avoidance of doubt, taking any action permitted by Sections 7.3 and 7.4 of the Merger Agreement, and none of such actions in such capacity shall be deemed to constitute a breach of this Agreement.

1.9 Parent. Nothing herein shall be construed to limit or affect any action or inaction by (i) Parent or Merger Sub in accordance with the terms of the Merger Agreement or (ii) any Affiliate, officer, director or direct or indirect equity holder of Parent or Merger Sub acting in his or her capacity as a director or officer of Parent or Merger Sub; provided, however, that this Section 1.11 shall not relieve any such Person from any liability or obligation that he, she or it may have independently of this Agreement or as a consequence of any action or inaction by such Person.

1.10 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent, or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to the Stockholder, and Parent and Merger Sub shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct the Stockholder in the disposition or voting of any of the Shares, except as otherwise provided herein.

1.11 General Provisions.

(a) Except as otherwise set forth in the Merger Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense, whether or not the transactions contemplated hereby are consummated.

(b) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in a writing that refers to this Agreement and signed, in the case of an amendment, by each of the parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any

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other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable law.

(c) Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if (i) personally delivered, (ii) mailed by registered or certified first-class mail, prepaid with return receipt requested, (iii) sent by a nationally recognized overnight courier service, to the recipient at the address below indicated or (iv) delivered by facsimile or email which is confirmed in writing by sending a copy of such facsimile or email to the recipient thereof pursuant to clause (i) or (iii) above:

If to Parent and Merger Sub:

MaxLinear, Inc.  
5966 La Place Court, Suite 100  
Carlsbad, CA 92008  
Attention: Adam Spice  
Facsimile No: 949-753-8110

With a required copy to (which shall not constitute notice):

Wilson Sonsini Goodrich & Rosati  
Professional Corporation  
12235 El Camino Real  
San Diego, California 92130  
Attention: Robert F. Kornegay and Denny Kwon  
Email: rkornegay@wsgr.com and dkwon@wsgr.com  
Facsimile No.: (858) 350-2399

If to the Stockholder:

At the address and facsimile number and email address set forth set forth in Exhibit A hereto; or to such other address as any party hereto may, from time to time, designate in a written notice given in like manner.

(d) When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

(e) This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Signatures delivered by facsimile or electronic transmission shall be binding for all purposes hereof.

(f) This Agreement and the Merger Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

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(g) This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to any applicable conflicts of law.

(h) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction and proper venue of the Court of Chancery of the State of Delaware, and each party consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes all right to attack the suitability or convenience of such venue or forum by reason of their present or future domiciles, or by any other reason. The parties acknowledge that all directions issued by the forum court, including all injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries. Each of the parties hereto hereby waives to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated hereby.

(i) If any provision of this Agreement or the application thereof to any party or set of circumstances shall, in any jurisdiction and to any extent, be finally held invalid or unenforceable by any rule of law or public policy, such term or provision shall only be ineffective as to such jurisdiction, and only to the extent of such invalidity or unenforceability, without invalidating or rendering unenforceable any other terms or provisions of this Agreement or under any other circumstances, and the parties shall negotiate in good faith a substitute provision which comes as close as possible to the invalidated or unenforceable term or provision, and which puts each party in a position as nearly comparable as possible to the position it would have been in but for the finding of invalidity or unenforceability, while remaining valid and enforceable.

(j) Each of the parties acknowledges that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and agrees that the parties' respective remedies at law for a breach or threatened breach of any of the provisions of this Agreement would be inadequate and, in recognition of that fact, each agrees that, in the event of a breach or threatened breach by any party of the provisions of this Agreement, in addition to any remedies at law or damages, each party, respectively, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available in order to enforce the terms hereof.

*[Signature pages follow]*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**MAXLINEAR, INC.**

By: /s/ Kishore Seendripu  
Name: Kishore Seendripu  
Title: President and Chief Executive Officer

**EAGLE ACQUISITION CORPORATION**

By: /s/ Kishore Seendripu  
Name: Kishore Seendripu  
Title: President and Chief Executive Officer

*[Signature Page to Support Agreement]*



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**PIERRE GUILBAULT**

By: /s/ Pierre Guilbault

Name: Pierre Guilbault

Address:

8770 Ernest Savignac

Montreal, Quebec

Canada, H2M 2M3

Facsimile: 514-695-6245

E-mail address: Pierre.Guilbault@FutureElectronics.com

*[Signature Page to Support Agreement]*

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**Exhibit A**  
**Stockholder Security Ownership and Voting Information**

Name and Address of Stockholder

Number and class of Shares beneficially owned by  
the Stockholder as of the date hereof:

Name: Pierre Guilbault

14,500 shares of Company Common Stock

Address:

104,000 shares of Company Common Stock issuable upon  
exercise or vesting of Company stock options

8770 Ernest Savignac

Montreal, Quebec

Canada, H2M 2M3

Facsimile: 514-695-6245

E-mail address:

Pierre.Guilbault@FutureElectronics.com

28,000 shares of Company Common Stock issuable upon  
settlement of Company restricted stock units

with a copy to:

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

One Financial Center

Boston, MA 02111

Tel: 617-348-1674

Fax: 617-542-2241

Attention: Daniel H. Follansbee, Esq.

## SUPPORT AGREEMENT

This Support Agreement (this "Agreement") is entered into as of March 28, 2017 by and among MaxLinear, Inc., a Delaware corporation ("Parent"), Eagle Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), and the person listed as a stockholder of Exar Corporation, a Delaware corporation (the "Company"), on the signature page hereto (the "Stockholder").

### RECITALS

WHEREAS, concurrently with the execution and delivery of this Agreement, the Company, Merger Sub and Parent are entering into an Agreement and Plan of Merger dated as of the date hereof (as the same may be amended or supplemented, the "Merger Agreement"), which provides, among other things, for Merger Sub to commence a tender offer (the "Offer") to acquire all of the outstanding shares of the Company at a price of Thirteen Dollars and zero cents (\$13.00) per share of the Company, net to the holder thereof in cash, without interest (such amount being hereinafter referred to as the "Offer Price"), and following the completion of the Offer, the merger of Merger Sub with and into the Company (the "Merger"), with the Company continuing as the surviving corporation and becoming a wholly-owned subsidiary of Parent, all on the terms and subject to the conditions set forth in the Merger Agreement. Capitalized terms used herein that are not defined shall have the meanings set forth in the Merger Agreement.

WHEREAS, the Stockholder is the record and beneficial owner of the number of shares of Company Common Stock set forth on Exhibit A hereto (such shares, as they may be adjusted by stock dividend, stock split, recapitalization, combination or exchange of shares, merger, consolidation, reorganization or other change or transaction of or by the Company, together with securities of the Company for which Stockholder has "beneficial ownership," as that term is defined in Rule 13d-3 under the Exchange Act, and shares that may be acquired after the date hereof, including upon vesting of any restricted stock units on Company Common Stock held by the Stockholder or upon the exercise of any options to acquire Company Common Stock by the Stockholder, are collectively referred to herein as the "Shares").

WHEREAS, as an inducement and a condition to the willingness of Parent and Merger Sub to enter into the Merger Agreement, and in consideration of the substantial expenses incurred and to be incurred by them in connection therewith, the Stockholder has agreed to enter into, be legally bound by and perform this Agreement pursuant to which the Stockholder agrees to tender its Shares into the Offer and to take (and refrain from taking) certain other actions in connection with the transactions contemplated by the Merger Agreement.

### AGREEMENTS

In consideration of the recitals and the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

#### 1.1 Tender Agreements.

(a) Agreement to Tender Shares in Offer. Unless this Agreement shall have been terminated pursuant to the terms hereof or the Offer is terminated in accordance with the terms of the Merger Agreement, the Stockholder hereby agrees that such Stockholder shall validly tender (and deliver any certificates evidencing, or an appropriate affidavit of lost certificate with respect thereto, to

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the extent such certificates have been lost, misplaced or destroyed) its Shares held in record name, or direct the broker or such other Person that is the holder of record of any Shares held beneficially by the Stockholder to validly tender such Shares, into the Offer promptly following, and in any event no later than fifteen (15) business days after commencement (within the meaning of Rule 14d-2 under the Exchange Act) of the Offer (or if the Stockholder has not received the Offer Documents by such time, within four (4) business days following receipt of such documents) and no later than five (5) business days after such Stockholder acquires beneficial ownership of any additional Shares in accordance with the procedures set forth in the Offer Documents, free and clear of all Liens.

(b) Termination of Offer. If the Offer is terminated or withdrawn by Merger Sub, or the Merger Agreement is terminated prior to the purchase of Shares in the Offer, Parent and Merger Sub shall promptly and in any event no later than three (3) business days return, and shall cause any depository or paying agent, acting on behalf of Parent and Merger Sub, to promptly and in any event no later than three (3) business days return all tendered Shares to the Stockholder.

(c) Agreement Not to Tender Shares in Competing Offer. At all times commencing with the execution and delivery of this Agreement and continuing until this Agreement shall have been terminated pursuant to the terms hereof, Stockholder shall not tender the Shares into any tender or exchange offer commenced by a Person other than Parent, Merger Sub or any other Subsidiary of Parent.

1.2 Other Covenants of the Stockholder. The Stockholder agrees, while this Agreement is in effect, as follows:

(a) The Stockholder shall not, directly or indirectly, (i) sell, transfer (including by operation of law), pledge, assign or otherwise encumber or dispose of, or enter into any agreement, option or other arrangement (including any profit sharing arrangement) or understanding with respect to any of the Shares to any person other than Parent or Parent's designee; (ii) grant any proxy, power-of-attorney or other authorization or consent with respect to any of the Shares related to any matter that is inconsistent with the Offer, the Merger, or any transactions contemplated by the Merger Agreement or the provisions thereof; (iii) deposit any of the Shares into a voting trust, or enter into a voting agreement or arrangement with respect to any of the Shares; or (iv) knowingly, directly or indirectly, take, or cause the taking of, any other action that would restrict, limit or interfere with the performance of the Stockholder's obligations hereunder; *provided, that*, in the event that the Stockholder is a party, as of February 19, 2017, to a written plan for trading the Shares in accordance with Rule 10b5-1 under the Exchange Act (a "10b5-1 Plan"), the Stockholder may sell pursuant to such 10b5-1 Plan up to that number of Shares as permitted to be sold under such 10b5-1 Plan; *provided, that*, after February 19, 2017, the Stockholder shall not (x) amend such 10b5-1 Plan to increase the number of Shares eligible for sale under such 10b5-1 Plan, (y) deposit any Shares into a voting trust or enter into any voting arrangement, whether by proxy, voting agreement, voting trust, power-of-attorney, attorney-in-fact, agent or otherwise, with respect to the Shares, except as contemplated by this Agreement, or (z) take any other action that would in any way make any representation or warranty of the Stockholder herein untrue or incorrect in any material respect. Notwithstanding the foregoing, the Stockholder may transfer any or all of his, her or its Shares as follows: (1) in the case of a Stockholder that is an entity, to any parent entity, subsidiary or affiliate under common control with such Stockholder, or to a partner or member of such Stockholder, and (2) in the case of a Stockholder that is an individual, to the Stockholder's spouse, ancestors, descendants or any trust for any of their benefits or to a charitable organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or qualified as a charitable organization under the equivalent laws of Canada or its provinces; *provided however*, that in any such case, prior to and as a condition to the effectiveness of such transfer, (A) each person to which any of such Shares or any interest in any of such Shares is or may be transferred shall

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have executed and delivered to Parent and Merger Sub a counterpart to this Agreement pursuant to which such person shall be bound by all of the terms and provisions of this Agreement, and (B) this Agreement shall be the legal, valid and binding agreement of such person, enforceable against such person in accordance with its terms.

(b) At any meeting of stockholders of the Company, the Stockholder shall vote (or cause to be voted) all of the Shares: (i) against any inquiry, proposal, offer, indication of interest or transaction that constitutes or could reasonably be expected to lead to, an Acquisition Proposal or Acquisition Transaction relating to the Company and (ii) against any action, proposal, transaction or agreement which would reasonably be expected to impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the Offer or the Merger or the fulfillment of Parent's, the Company's, or Merger Sub's conditions under the Merger Agreement or change in any manner the voting rights of any security of the Company (including by any amendments to the Company's charter or bylaws). Except as set forth in clauses (i) and (ii) of this Section 1.2(b) or clause (A) of Section 1.3, Stockholder shall not be restricted from voting in favor of, against or abstaining with respect to any other matters presented to the stockholders of the Company.

(c) The Stockholder shall use commercially reasonable efforts to take, or cause to be taken, all reasonable actions, and to do, or cause to be done, all things reasonably necessary to fulfill the Stockholder's obligations under this Agreement. Nothing herein shall require the Stockholder to exercise any unexercised Company Stock Awards held by the Stockholder.

(d) The Stockholder shall not exercise any rights (including under Section 262 of the Delaware General Corporation Law) to demand appraisal of any Shares that may arise with respect to the Offer or the Merger.

(e) The Stockholder authorizes and agrees to permit Parent and Merger Sub to publish and disclose in the Offer Documents and any related filings under the securities laws of the United States or any state thereof the Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement and any other information required by applicable Law; *provided that*, Parent shall provide Stockholder and its counsel reasonable opportunity to review and comment thereon, and Parent shall give reasonable consideration to any such comments. None of the information relating to the Stockholder provided by or on behalf of the Stockholder in writing for inclusion in the Offer Documents will, at the respective times that the Offer Documents are filed with the SEC or are first mailed to the holders of the Company Common Stock, contain any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of Parent and Merger Sub authorizes and agrees to permit the Stockholder to make such disclosure or filings as may be required by the SEC or the New York Stock Exchange or any other national securities exchange relating to the existence and contents of this Agreement; *provided that* the Stockholder shall provide Parent and its counsel reasonable opportunity to review and comment thereon, and the Stockholder shall give reasonable consideration to any such comments.

### 1.3 Grant of Irrevocable Proxy Coupled with an Interest; Appointment of Proxy.

(a) The Stockholder hereby irrevocably (until this Agreement shall have been terminated pursuant to the terms hereof) (i) grants to Parent and any designee of Parent, alone or together, the Stockholder's proxy, and (ii) appoints Parent and any designee of Parent as the Stockholder's proxy, attorney-in-fact and agent (with full power of substitution and resubstitution), alone or together, in each case, for and in the name, place and stead of the Stockholder, to vote the

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Shares, or grant a consent or approval in respect of the Shares at any meeting of the stockholders of the Company or at any adjournment thereof or in any other circumstances upon which their vote, consent or other approval is sought (A) in favor of the Offer, the Merger, the adoption of the Merger Agreement and the approval of the other transactions contemplated by the Merger Agreement; and/or (B) otherwise in accordance with the Stockholder's voting obligations in Section 1.2(b).

(b) The Stockholder agrees to execute such documents or certificates evidencing such proxy as Parent may reasonably request. The Stockholder acknowledges receipt and review of a copy of the Merger Agreement.

(c) The Stockholder represents that any proxies heretofore given in respect of the Shares are not irrevocable, and that any such proxies are hereby revoked.

(d) THE STOCKHOLDER HEREBY AFFIRMS THAT THE PROXY SET FORTH IN THIS SECTION 1.3 IS COUPLED WITH AN INTEREST AND IS IRREVOCABLE UNTIL SUCH TIME AS THIS AGREEMENT TERMINATES IN ACCORDANCE WITH ITS TERMS. The Stockholder hereby further affirms that the irrevocable proxy is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of the Stockholder under this Agreement. The Stockholder hereby ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof. Such irrevocable proxy shall be valid until the termination of this Agreement in accordance with its terms. The power of attorney granted by the Stockholder is a durable power of attorney and shall survive the bankruptcy, dissolution, death or incapacity of the Stockholder.

1.4 Non-Solicitation. During the term of this Agreement, the Stockholder agrees to comply with the terms of Section 7.2 of the Merger Agreement as if it were a party thereto.

1.5 Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to Parent and Merger Sub as follows:

(a) The Stockholder has all requisite power and authority to execute and deliver this Agreement and to perform the Stockholder's obligations under this Agreement.

(b) The execution, delivery and performance of this Agreement have been duly authorized by the Stockholder. This Agreement has been duly executed and delivered by the Stockholder and, assuming this Agreement constitutes a valid and binding obligation of Parent and Merger Sub constitutes a valid and binding obligation of the Stockholder enforceable against the Stockholder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or by principles governing the availability of equitable remedies. The failure of the spouse, if any, of any Stockholder that is an individual, to be a party or signatory to this Agreement shall not (A) prevent the Stockholder from performing the Stockholder's obligations contemplated hereunder or (B) prevent this Agreement from constituting the legal, valid and binding obligation of the Stockholder in accordance with its terms.

(c) The Shares and the certificates (or any book-entry notations used to represent any uncertificated shares of Company Common Stock) representing the Shares are now, and at all times during the term hereof will be, held by the Stockholder, or by a nominee or custodian for the benefit of the Stockholder, and the Stockholder has valid title to the Shares, free and clear of any Liens (including voting trusts and voting commitments). As of the date of this Agreement, the Stockholder does not own of record or beneficially any Shares of the Company, or any options, warrants or rights exercisable for Shares of the Company, other than the Shares set forth on Exhibit A hereto. The Stockholder has full

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power to vote the Shares as provided herein. Neither the Stockholder nor any of the Shares is subject to any voting trust, proxy or other agreement, arrangement or restriction with respect to the voting or disposition of the Shares, except as otherwise contemplated by this Agreement or the Merger Agreement.

(d) (i) Other than filings required by the SEC or the New York Stock Exchange, no filing with, and no permit, authorization, consent or approval of any state, federal or foreign governmental authority is necessary on the part of the Stockholder for the execution and delivery of this Agreement by the Stockholder and the performance by the Stockholder of the Stockholder's obligations under this Agreement and (ii) neither the execution and delivery of this Agreement by the Stockholder nor the performance by the Stockholder of the Stockholder's obligations under this Agreement nor compliance by the Stockholder with any of the provisions hereof shall (A) result in the creation of an encumbrance on any of the Shares or (B) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Stockholder or any of the Shares, except in the case of (A) or (B) for restrictions on transfer under the Securities Act of 1933, as amended or violations, breaches or defaults that would not in the aggregate materially impair the ability of the Stockholder to perform its obligations hereunder.

(e) As of the date hereof, there is no Action pending or, to the knowledge of the Stockholder, threatened against or affecting the Stockholder and/or any of its Affiliates before or by any Governmental Authority that would reasonably be expected to impair the ability of the Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby in a timely manner.

(f) The Stockholder understands and acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance upon the Stockholder's execution and delivery of this Agreement.

**1.5A. Representations and Warranties of Parent and Merger Sub.** Each of Parent and Merger Sub hereby represents and warrants to Stockholder jointly and severally as follows: (a) each of Parent and Merger Sub has all requisite power and authority to execute and deliver this Agreement and to perform their obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement have been duly authorized by each of Parent and Merger Sub. This Agreement has been duly executed and delivered by each of Parent and Merger Sub and, assuming this Agreement constitutes a valid and binding obligation of Stockholder constitutes a valid and binding obligation of each of Parent and Merger Sub enforceable against the each of Parent and Merger Sub in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or by principles governing the availability of equitable remedies.

**1.6 Assignment; Binding Effect.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, except that Parent may assign all or any of its rights and obligations hereunder to any affiliate of Parent; provided, however, that no such assignment shall relieve the assigning party of its obligations hereunder if such assignee does not perform such obligations. Subject to the preceding sentence, this Agreement shall be binding upon, inure solely to the benefit of, and be enforceable by, the parties hereto and their respective permitted successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to or shall confer on any person other than the parties hereto or their respective heirs, successors, executors, administrators and assigns any rights, benefits, remedies, obligations or liabilities of any nature whatsoever under or by reason of this Agreement.

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1.7 Termination. This Agreement, and all rights and obligations of the parties hereunder, shall terminate upon the first to occur of (i) the Effective Time, (ii) the date on which the Merger Agreement is terminated in accordance with its terms, (iii) the entry without the prior written consent of Stockholder into any amendment or modification to the Merger Agreement or any waiver of any of Parent's obligations under the Merger Agreement, in each case, that results in (A) a decrease in the Offer Price or Merger Consideration, or (B) a change in the form of Offer Price or Merger Consideration, or (iv) the mutual written agreement of the parties to terminate this Agreement. In the event of termination of this Agreement pursuant to this Section 1.7, this Agreement will become null and void and of no effect with no liability on the part of any party hereto; *provided, however*, that no such termination will relieve any party hereto from any liability for any willful, knowing and material breach of this Agreement occurring prior to such termination.

1.8 Stockholder Capacity. Notwithstanding anything to the contrary in this Agreement, the parties acknowledge that (i) the Stockholder is entering into this Agreement solely in the Stockholder's capacity as a record and/or beneficial owner of the Company Common Stock and not in such Stockholder's capacity as a director, officer or employee of the Company (as applicable) or in the Stockholder's capacity as a trustee or fiduciary of any Company Employee Plans and (ii) nothing in this Agreement is intended to limit or restrict the Stockholder from taking any action or inaction or voting in the Stockholder's sole discretion on any matter in his or her capacity as a director of the Company or in the Stockholder's capacity as a trustee or fiduciary of any Company Employee Plans (if applicable), including, for the avoidance of doubt, taking any action permitted by Sections 7.3 and 7.4 of the Merger Agreement, and none of such actions in such capacity shall be deemed to constitute a breach of this Agreement.

1.9 Parent. Nothing herein shall be construed to limit or affect any action or inaction by (i) Parent or Merger Sub in accordance with the terms of the Merger Agreement or (ii) any Affiliate, officer, director or direct or indirect equity holder of Parent or Merger Sub acting in his or her capacity as a director or officer of Parent or Merger Sub; provided, however, that this Section 1.11 shall not relieve any such Person from any liability or obligation that he, she or it may have independently of this Agreement or as a consequence of any action or inaction by such Person.

1.10 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent, or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to the Stockholder, and Parent and Merger Sub shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct the Stockholder in the disposition or voting of any of the Shares, except as otherwise provided herein.

1.11 General Provisions.

(a) Except as otherwise set forth in the Merger Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense, whether or not the transactions contemplated hereby are consummated.

(b) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in a writing that refers to this Agreement and signed, in the case of an amendment, by each of the parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any



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other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable law.

(c) Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if (i) personally delivered, (ii) mailed by registered or certified first-class mail, prepaid with return receipt requested, (iii) sent by a nationally recognized overnight courier service, to the recipient at the address below indicated or (iv) delivered by facsimile or email which is confirmed in writing by sending a copy of such facsimile or email to the recipient thereof pursuant to clause (i) or (iii) above:

If to Parent and Merger Sub:

MaxLinear, Inc.  
5966 La Place Court, Suite 100  
Carlsbad, CA 92008  
Attention: Adam Spice  
Facsimile No: 949-753-8110

With a required copy to (which shall not constitute notice):

Wilson Sonsini Goodrich & Rosati  
Professional Corporation  
12235 El Camino Real  
San Diego, California 92130  
Attention: Robert F. Kornegay and Denny Kwon  
Email: rkornegay@wsgr.com and dkwon@wsgr.com  
Facsimile No.: (858) 350-2399

If to the Stockholder:

At the address and facsimile number and email address set forth set forth in Exhibit A hereto; or to such other address as any party hereto may, from time to time, designate in a written notice given in like manner.

(d) When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

(e) This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Signatures delivered by facsimile or electronic transmission shall be binding for all purposes hereof.

(f) This Agreement and the Merger Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

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(g) This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to any applicable conflicts of law.

(h) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction and proper venue of the Court of Chancery of the State of Delaware, and each party consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes all right to attack the suitability or convenience of such venue or forum by reason of their present or future domiciles, or by any other reason. The parties acknowledge that all directions issued by the forum court, including all injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries. Each of the parties hereto hereby waives to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated hereby.

(i) If any provision of this Agreement or the application thereof to any party or set of circumstances shall, in any jurisdiction and to any extent, be finally held invalid or unenforceable by any rule of law or public policy, such term or provision shall only be ineffective as to such jurisdiction, and only to the extent of such invalidity or unenforceability, without invalidating or rendering unenforceable any other terms or provisions of this Agreement or under any other circumstances, and the parties shall negotiate in good faith a substitute provision which comes as close as possible to the invalidated or unenforceable term or provision, and which puts each party in a position as nearly comparable as possible to the position it would have been in but for the finding of invalidity or unenforceability, while remaining valid and enforceable.

(j) Each of the parties acknowledges that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and agrees that the parties' respective remedies at law for a breach or threatened breach of any of the provisions of this Agreement would be inadequate and, in recognition of that fact, each agrees that, in the event of a breach or threatened breach by any party of the provisions of this Agreement, in addition to any remedies at law or damages, each party, respectively, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available in order to enforce the terms hereof.

*[Signature pages follow]*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**MAXLINEAR, INC.**

By: /s/ Kishore Seendripu  
Name: Kishore Seendripu  
Title: President and Chief Executive Officer

**EAGLE ACQUISITION CORPORATION**

By: /s/ Kishore Seendripu  
Name: Kishore Seendripu  
Title: President and Chief Executive Officer

*[Signature Page to Support Agreement]*

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**COMPANY STOCKHOLDER**

/s/ Brian Hilton

Brian Hilton

*[Signature Page to Support Agreement]*

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**Exhibit A**  
**Stockholder Security Ownership and Voting Information**

Name and Address of Stockholder

Number and class of Shares beneficially owned by the  
Stockholder as of the date hereof:

\_\_\_\_\_  
Name:  
Brian Hilton

38,000 shares of Company Common Stock

Address:  
\_\_\_\_\_  
\_\_\_\_\_

104,000 shares of Company Common Stock issuable upon  
exercise or vesting of Company stock options

28,000 shares of Company Common Stock issuable upon  
settlement of Company restricted stock units

with a copy to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUPPORT AGREEMENT**

This Support Agreement (this "Agreement") is entered into as of March 28, 2017 by and among MaxLinear, Inc., a Delaware corporation ("Parent"), Eagle Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), and the person listed as a stockholder of Exar Corporation, a Delaware corporation (the "Company"), on the signature page hereto (the "Stockholder").

**RECITALS**

WHEREAS, concurrently with the execution and delivery of this Agreement, the Company, Merger Sub and Parent are entering into an Agreement and Plan of Merger dated as of the date hereof (as the same may be amended or supplemented, the "Merger Agreement"), which provides, among other things, for Merger Sub to commence a tender offer (the "Offer") to acquire all of the outstanding shares of the Company at a price of Thirteen Dollars and zero cents (\$13.00) per share of the Company, net to the holder thereof in cash, without interest (such amount being hereinafter referred to as the "Offer Price"), and following the completion of the Offer, the merger of Merger Sub with and into the Company (the "Merger"), with the Company continuing as the surviving corporation and becoming a wholly-owned subsidiary of Parent, all on the terms and subject to the conditions set forth in the Merger Agreement. Capitalized terms used herein that are not defined shall have the meanings set forth in the Merger Agreement.

WHEREAS, the Stockholder is the record and beneficial owner of the number of shares of Company Common Stock set forth on Exhibit A hereto (such shares, as they may be adjusted by stock dividend, stock split, recapitalization, combination or exchange of shares, merger, consolidation, reorganization or other change or transaction of or by the Company, together with securities of the Company for which Stockholder has "beneficial ownership," as that term is defined in Rule 13d-3 under the Exchange Act, and shares that may be acquired after the date hereof, including upon vesting of any restricted stock units on Company Common Stock held by the Stockholder or upon the exercise of any options to acquire Company Common Stock by the Stockholder, are collectively referred to herein as the "Shares").

WHEREAS, as an inducement and a condition to the willingness of Parent and Merger Sub to enter into the Merger Agreement, and in consideration of the substantial expenses incurred and to be incurred by them in connection therewith, the Stockholder has agreed to enter into, be legally bound by and perform this Agreement pursuant to which the Stockholder agrees to tender its Shares into the Offer and to take (and refrain from taking) certain other actions in connection with the transactions contemplated by the Merger Agreement.

**AGREEMENTS**

In consideration of the recitals and the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

**1.1 Tender Agreements.**

(a) Agreement to Tender Shares in Offer. Unless this Agreement shall have been terminated pursuant to the terms hereof or the Offer is terminated in accordance with the terms of the Merger Agreement, the Stockholder hereby agrees that such Stockholder shall validly tender (and deliver any certificates evidencing, or an appropriate affidavit of lost certificate with respect thereto, to

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the extent such certificates have been lost, misplaced or destroyed) its Shares held in record name, or direct the broker or such other Person that is the holder of record of any Shares held beneficially by the Stockholder to validly tender such Shares, into the Offer promptly following, and in any event no later than fifteen (15) business days after commencement (within the meaning of Rule 14d-2 under the Exchange Act) of the Offer (or if the Stockholder has not received the Offer Documents by such time, within four (4) business days following receipt of such documents) and no later than five (5) business days after such Stockholder acquires beneficial ownership of any additional Shares in accordance with the procedures set forth in the Offer Documents, free and clear of all Liens.

(b) Termination of Offer. If the Offer is terminated or withdrawn by Merger Sub, or the Merger Agreement is terminated prior to the purchase of Shares in the Offer, Parent and Merger Sub shall promptly and in any event no later than three (3) business days return, and shall cause any depository or paying agent, acting on behalf of Parent and Merger Sub, to promptly and in any event no later than three (3) business days return all tendered Shares to the Stockholder.

(c) Agreement Not to Tender Shares in Competing Offer. At all times commencing with the execution and delivery of this Agreement and continuing until this Agreement shall have been terminated pursuant to the terms hereof, Stockholder shall not tender the Shares into any tender or exchange offer commenced by a Person other than Parent, Merger Sub or any other Subsidiary of Parent.

1.2 Other Covenants of the Stockholder. The Stockholder agrees, while this Agreement is in effect, as follows:

(a) The Stockholder shall not, directly or indirectly, (i) sell, transfer (including by operation of law), pledge, assign or otherwise encumber or dispose of, or enter into any agreement, option or other arrangement (including any profit sharing arrangement) or understanding with respect to any of the Shares to any person other than Parent or Parent's designee; (ii) grant any proxy, power-of-attorney or other authorization or consent with respect to any of the Shares related to any matter that is inconsistent with the Offer, the Merger, or any transactions contemplated by the Merger Agreement or the provisions thereof; (iii) deposit any of the Shares into a voting trust, or enter into a voting agreement or arrangement with respect to any of the Shares; or (iv) knowingly, directly or indirectly, take, or cause the taking of, any other action that would restrict, limit or interfere with the performance of the Stockholder's obligations hereunder; *provided, that*, in the event that the Stockholder is a party, as of February 19, 2017, to a written plan for trading the Shares in accordance with Rule 10b5-1 under the Exchange Act (a "10b5-1 Plan"), the Stockholder may sell pursuant to such 10b5-1 Plan up to that number of Shares as permitted to be sold under such 10b5-1 Plan; *provided, that*, after February 19, 2017, the Stockholder shall not (x) amend such 10b5-1 Plan to increase the number of Shares eligible for sale under such 10b5-1 Plan, (y) deposit any Shares into a voting trust or enter into any voting arrangement, whether by proxy, voting agreement, voting trust, power-of-attorney, attorney-in-fact, agent or otherwise, with respect to the Shares, except as contemplated by this Agreement, or (z) take any other action that would in any way make any representation or warranty of the Stockholder herein untrue or incorrect in any material respect. Notwithstanding the foregoing, the Stockholder may transfer any or all of his, her or its Shares as follows: (1) in the case of a Stockholder that is an entity, to any parent entity, subsidiary or affiliate under common control with such Stockholder, or to a partner or member of such Stockholder, and (2) in the case of a Stockholder that is an individual, to the Stockholder's spouse, ancestors, descendants or any trust for any of their benefits or to a charitable organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or qualified as a charitable organization under the equivalent laws of Canada or its provinces; *provided however*, that in any such case, prior to and as a condition to the effectiveness of such transfer, (A) each person to which any of such Shares or any interest in any of such Shares is or may be transferred shall

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have executed and delivered to Parent and Merger Sub a counterpart to this Agreement pursuant to which such person shall be bound by all of the terms and provisions of this Agreement, and (B) this Agreement shall be the legal, valid and binding agreement of such person, enforceable against such person in accordance with its terms.

(b) At any meeting of stockholders of the Company, the Stockholder shall vote (or cause to be voted) all of the Shares: (i) against any inquiry, proposal, offer, indication of interest or transaction that constitutes or could reasonably be expected to lead to, an Acquisition Proposal or Acquisition Transaction relating to the Company and (ii) against any action, proposal, transaction or agreement which would reasonably be expected to impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the Offer or the Merger or the fulfillment of Parent's, the Company's, or Merger Sub's conditions under the Merger Agreement or change in any manner the voting rights of any security of the Company (including by any amendments to the Company's charter or bylaws). Except as set forth in clauses (i) and (ii) of this Section 1.2(b) or clause (A) of Section 1.3, Stockholder shall not be restricted from voting in favor of, against or abstaining with respect to any other matters presented to the stockholders of the Company.

(c) The Stockholder shall use commercially reasonable efforts to take, or cause to be taken, all reasonable actions, and to do, or cause to be done, all things reasonably necessary to fulfill the Stockholder's obligations under this Agreement. Nothing herein shall require the Stockholder to exercise any unexercised Company Stock Awards held by the Stockholder.

(d) The Stockholder shall not exercise any rights (including under Section 262 of the Delaware General Corporation Law) to demand appraisal of any Shares that may arise with respect to the Offer or the Merger.

(e) The Stockholder authorizes and agrees to permit Parent and Merger Sub to publish and disclose in the Offer Documents and any related filings under the securities laws of the United States or any state thereof the Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement and any other information required by applicable Law; *provided that*, Parent shall provide Stockholder and its counsel reasonable opportunity to review and comment thereon, and Parent shall give reasonable consideration to any such comments. None of the information relating to the Stockholder provided by or on behalf of the Stockholder in writing for inclusion in the Offer Documents will, at the respective times that the Offer Documents are filed with the SEC or are first mailed to the holders of the Company Common Stock, contain any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of Parent and Merger Sub authorizes and agrees to permit the Stockholder to make such disclosure or filings as may be required by the SEC or the New York Stock Exchange or any other national securities exchange relating to the existence and contents of this Agreement; *provided that* the Stockholder shall provide Parent and its counsel reasonable opportunity to review and comment thereon, and the Stockholder shall give reasonable consideration to any such comments.

### 1.3 Grant of Irrevocable Proxy Coupled with an Interest; Appointment of Proxy.

(a) The Stockholder hereby irrevocably (until this Agreement shall have been terminated pursuant to the terms hereof) (i) grants to Parent and any designee of Parent, alone or together, the Stockholder's proxy, and (ii) appoints Parent and any designee of Parent as the Stockholder's proxy, attorney-in-fact and agent (with full power of substitution and resubstitution), alone or together, in each case, for and in the name, place and stead of the Stockholder, to vote the



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Shares, or grant a consent or approval in respect of the Shares at any meeting of the stockholders of the Company or at any adjournment thereof or in any other circumstances upon which their vote, consent or other approval is sought (A) in favor of the Offer, the Merger, the adoption of the Merger Agreement and the approval of the other transactions contemplated by the Merger Agreement; and/or (B) otherwise in accordance with the Stockholder's voting obligations in Section 1.2(b).

(b) The Stockholder agrees to execute such documents or certificates evidencing such proxy as Parent may reasonably request. The Stockholder acknowledges receipt and review of a copy of the Merger Agreement.

(c) The Stockholder represents that any proxies heretofore given in respect of the Shares are not irrevocable, and that any such proxies are hereby revoked.

(d) THE STOCKHOLDER HEREBY AFFIRMS THAT THE PROXY SET FORTH IN THIS SECTION 1.3 IS COUPLED WITH AN INTEREST AND IS IRREVOCABLE UNTIL SUCH TIME AS THIS AGREEMENT TERMINATES IN ACCORDANCE WITH ITS TERMS. The Stockholder hereby further affirms that the irrevocable proxy is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of the Stockholder under this Agreement. The Stockholder hereby ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof. Such irrevocable proxy shall be valid until the termination of this Agreement in accordance with its terms. The power of attorney granted by the Stockholder is a durable power of attorney and shall survive the bankruptcy, dissolution, death or incapacity of the Stockholder.

1.4 Non-Solicitation. During the term of this Agreement, the Stockholder agrees to comply with the terms of Section 7.2 of the Merger Agreement as if it were a party thereto.

1.5 Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to Parent and Merger Sub as follows:

(a) The Stockholder has all requisite power and authority to execute and deliver this Agreement and to perform the Stockholder's obligations under this Agreement.

(b) The execution, delivery and performance of this Agreement have been duly authorized by the Stockholder. This Agreement has been duly executed and delivered by the Stockholder and, assuming this Agreement constitutes a valid and binding obligation of Parent and Merger Sub constitutes a valid and binding obligation of the Stockholder enforceable against the Stockholder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or by principles governing the availability of equitable remedies. The failure of the spouse, if any, of any Stockholder that is an individual, to be a party or signatory to this Agreement shall not (A) prevent the Stockholder from performing the Stockholder's obligations contemplated hereunder or (B) prevent this Agreement from constituting the legal, valid and binding obligation of the Stockholder in accordance with its terms.

(c) The Shares and the certificates (or any book-entry notations used to represent any uncertificated shares of Company Common Stock) representing the Shares are now, and at all times during the term hereof will be, held by the Stockholder, or by a nominee or custodian for the benefit of the Stockholder, and the Stockholder has valid title to the Shares, free and clear of any Liens (including voting trusts and voting commitments). As of the date of this Agreement, the Stockholder does not own of record or beneficially any Shares of the Company, or any options, warrants or rights exercisable for Shares of the Company, other than the Shares set forth on Exhibit A hereto. The Stockholder has full

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power to vote the Shares as provided herein. Neither the Stockholder nor any of the Shares is subject to any voting trust, proxy or other agreement, arrangement or restriction with respect to the voting or disposition of the Shares, except as otherwise contemplated by this Agreement or the Merger Agreement.

(d) (i) Other than filings required by the SEC or the New York Stock Exchange, no filing with, and no permit, authorization, consent or approval of any state, federal or foreign governmental authority is necessary on the part of the Stockholder for the execution and delivery of this Agreement by the Stockholder and the performance by the Stockholder of the Stockholder's obligations under this Agreement and (ii) neither the execution and delivery of this Agreement by the Stockholder nor the performance by the Stockholder of the Stockholder's obligations under this Agreement nor compliance by the Stockholder with any of the provisions hereof shall (A) result in the creation of an encumbrance on any of the Shares or (B) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Stockholder or any of the Shares, except in the case of (A) or (B) for restrictions on transfer under the Securities Act of 1933, as amended or violations, breaches or defaults that would not in the aggregate materially impair the ability of the Stockholder to perform its obligations hereunder.

(e) As of the date hereof, there is no Action pending or, to the knowledge of the Stockholder, threatened against or affecting the Stockholder and/or any of its Affiliates before or by any Governmental Authority that would reasonably be expected to impair the ability of the Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby in a timely manner.

(f) The Stockholder understands and acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance upon the Stockholder's execution and delivery of this Agreement.

**1.5A. Representations and Warranties of Parent and Merger Sub.** Each of Parent and Merger Sub hereby represents and warrants to Stockholder jointly and severally as follows: (a) each of Parent and Merger Sub has all requisite power and authority to execute and deliver this Agreement and to perform their obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement have been duly authorized by each of Parent and Merger Sub. This Agreement has been duly executed and delivered by each of Parent and Merger Sub and, assuming this Agreement constitutes a valid and binding obligation of Stockholder constitutes a valid and binding obligation of each of Parent and Merger Sub enforceable against the each of Parent and Merger Sub in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or by principles governing the availability of equitable remedies.

**1.6 Assignment; Binding Effect.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, except that Parent may assign all or any of its rights and obligations hereunder to any affiliate of Parent; provided, however, that no such assignment shall relieve the assigning party of its obligations hereunder if such assignee does not perform such obligations. Subject to the preceding sentence, this Agreement shall be binding upon, inure solely to the benefit of, and be enforceable by, the parties hereto and their respective permitted successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to or shall confer on any person other than the parties hereto or their respective heirs, successors, executors, administrators and assigns any rights, benefits, remedies, obligations or liabilities of any nature whatsoever under or by reason of this Agreement.

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1.7 Termination. This Agreement, and all rights and obligations of the parties hereunder, shall terminate upon the first to occur of (i) the Effective Time, (ii) the date on which the Merger Agreement is terminated in accordance with its terms, (iii) the entry without the prior written consent of Stockholder into any amendment or modification to the Merger Agreement or any waiver of any of Parent's obligations under the Merger Agreement, in each case, that results in (A) a decrease in the Offer Price or Merger Consideration, or (B) a change in the form of Offer Price or Merger Consideration, or (iv) the mutual written agreement of the parties to terminate this Agreement. In the event of termination of this Agreement pursuant to this Section 1.7, this Agreement will become null and void and of no effect with no liability on the part of any party hereto; *provided, however*, that no such termination will relieve any party hereto from any liability for any willful, knowing and material breach of this Agreement occurring prior to such termination.

1.8 Stockholder Capacity. Notwithstanding anything to the contrary in this Agreement, the parties acknowledge that (i) the Stockholder is entering into this Agreement solely in the Stockholder's capacity as a record and/or beneficial owner of the Company Common Stock and not in such Stockholder's capacity as a director, officer or employee of the Company (as applicable) or in the Stockholder's capacity as a trustee or fiduciary of any Company Employee Plans and (ii) nothing in this Agreement is intended to limit or restrict the Stockholder from taking any action or inaction or voting in the Stockholder's sole discretion on any matter in his or her capacity as a director of the Company or in the Stockholder's capacity as a trustee or fiduciary of any Company Employee Plans (if applicable), including, for the avoidance of doubt, taking any action permitted by Sections 7.3 and 7.4 of the Merger Agreement, and none of such actions in such capacity shall be deemed to constitute a breach of this Agreement.

1.9 Parent. Nothing herein shall be construed to limit or affect any action or inaction by (i) Parent or Merger Sub in accordance with the terms of the Merger Agreement or (ii) any Affiliate, officer, director or direct or indirect equity holder of Parent or Merger Sub acting in his or her capacity as a director or officer of Parent or Merger Sub; provided, however, that this Section 1.11 shall not relieve any such Person from any liability or obligation that he, she or it may have independently of this Agreement or as a consequence of any action or inaction by such Person.

1.10 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent, or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to the Stockholder, and Parent and Merger Sub shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct the Stockholder in the disposition or voting of any of the Shares, except as otherwise provided herein.

1.11 General Provisions.

(a) Except as otherwise set forth in the Merger Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense, whether or not the transactions contemplated hereby are consummated.

(b) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in a writing that refers to this Agreement and signed, in the case of an amendment, by each of the parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any

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other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable law.

(c) Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if (i) personally delivered, (ii) mailed by registered or certified first-class mail, prepaid with return receipt requested, (iii) sent by a nationally recognized overnight courier service, to the recipient at the address below indicated or (iv) delivered by facsimile or email which is confirmed in writing by sending a copy of such facsimile or email to the recipient thereof pursuant to clause (i) or (iii) above:

If to Parent and Merger Sub:

MaxLinear, Inc.  
5966 La Place Court, Suite 100  
Carlsbad, CA 92008  
Attention: Adam Spice  
Facsimile No: 949-753-8110

With a required copy to (which shall not constitute notice):

Wilson Sonsini Goodrich & Rosati  
Professional Corporation  
12235 El Camino Real  
San Diego, California 92130  
Attention: Robert F. Kornegay and Denny Kwon  
Email: rkornegay@wsgr.com and dkwon@wsgr.com  
Facsimile No.: (858) 350-2399

If to the Stockholder:

At the address and facsimile number and email address set forth set forth in Exhibit A hereto; or to such other address as any party hereto may, from time to time, designate in a written notice given in like manner.

(d) When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

(e) This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Signatures delivered by facsimile or electronic transmission shall be binding for all purposes hereof.

(f) This Agreement and the Merger Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

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(g) This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to any applicable conflicts of law.

(h) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction and proper venue of the Court of Chancery of the State of Delaware, and each party consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes all right to attack the suitability or convenience of such venue or forum by reason of their present or future domiciles, or by any other reason. The parties acknowledge that all directions issued by the forum court, including all injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries. Each of the parties hereto hereby waives to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated hereby.

(i) If any provision of this Agreement or the application thereof to any party or set of circumstances shall, in any jurisdiction and to any extent, be finally held invalid or unenforceable by any rule of law or public policy, such term or provision shall only be ineffective as to such jurisdiction, and only to the extent of such invalidity or unenforceability, without invalidating or rendering unenforceable any other terms or provisions of this Agreement or under any other circumstances, and the parties shall negotiate in good faith a substitute provision which comes as close as possible to the invalidated or unenforceable term or provision, and which puts each party in a position as nearly comparable as possible to the position it would have been in but for the finding of invalidity or unenforceability, while remaining valid and enforceable.

(j) Each of the parties acknowledges that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and agrees that the parties' respective remedies at law for a breach or threatened breach of any of the provisions of this Agreement would be inadequate and, in recognition of that fact, each agrees that, in the event of a breach or threatened breach by any party of the provisions of this Agreement, in addition to any remedies at law or damages, each party, respectively, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available in order to enforce the terms hereof.

*[Signature pages follow]*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**MAXLINEAR, INC.**

By: /s/ Kishore Seendripu  
Name: Kishore Seendripu  
Title: President and Chief Executive Officer

**EAGLE ACQUISITION CORPORATION**

By: /s/ Kishore Seendripu  
Name: Kishore Seendripu  
Title: President and Chief Executive Officer

*[Signature Page to Support Agreement]*

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**COMPANY STOCKHOLDER**

/s/ Hung Le

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Hung Le

*[Signature Page to Support Agreement]*

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**Exhibit A**  
**Stockholder Security Ownership and Voting Information**

Name and Address of Stockholder

Name: Hung Le

Address:  
2130 Shadow Ridge Way  
San Jose, CA 95138

Number and class of Shares beneficially owned by the  
Stockholder as of the date hereof:

2,818 shares of Company Common Stock

180,000 shares of Company Common Stock issuable upon  
exercise or vesting of Company stock options

20,000 shares of Company Common Stock issuable  
upon settlement of Company restricted stock units

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**SUPPORT AGREEMENT**

This Support Agreement (this "Agreement") is entered into as of March 28, 2017 by and among MaxLinear, Inc., a Delaware corporation ("Parent"), Eagle Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), and the person listed as a stockholder of Exar Corporation, a Delaware corporation (the "Company"), on the signature page hereto (the "Stockholder").

**RECITALS**

WHEREAS, concurrently with the execution and delivery of this Agreement, the Company, Merger Sub and Parent are entering into an Agreement and Plan of Merger dated as of the date hereof (as the same may be amended or supplemented, the "Merger Agreement"), which provides, among other things, for Merger Sub to commence a tender offer (the "Offer") to acquire all of the outstanding shares of the Company at a price of Thirteen Dollars and zero cents (\$13.00) per share of the Company, net to the holder thereof in cash, without interest (such amount being hereinafter referred to as the "Offer Price"), and following the completion of the Offer, the merger of Merger Sub with and into the Company (the "Merger"), with the Company continuing as the surviving corporation and becoming a wholly-owned subsidiary of Parent, all on the terms and subject to the conditions set forth in the Merger Agreement. Capitalized terms used herein that are not defined shall have the meanings set forth in the Merger Agreement.

WHEREAS, the Stockholder is the record and beneficial owner of the number of shares of Company Common Stock set forth on Exhibit A hereto (such shares, as they may be adjusted by stock dividend, stock split, recapitalization, combination or exchange of shares, merger, consolidation, reorganization or other change or transaction of or by the Company, together with securities of the Company for which Stockholder has "beneficial ownership," as that term is defined in Rule 13d-3 under the Exchange Act, and shares that may be acquired after the date hereof, including upon vesting of any restricted stock units on Company Common Stock held by the Stockholder or upon the exercise of any options to acquire Company Common Stock by the Stockholder, are collectively referred to herein as the "Shares").

WHEREAS, as an inducement and a condition to the willingness of Parent and Merger Sub to enter into the Merger Agreement, and in consideration of the substantial expenses incurred and to be incurred by them in connection therewith, the Stockholder has agreed to enter into, be legally bound by and perform this Agreement pursuant to which the Stockholder agrees to tender its Shares into the Offer and to take (and refrain from taking) certain other actions in connection with the transactions contemplated by the Merger Agreement.

**AGREEMENTS**

In consideration of the recitals and the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

**1.1 Tender Agreements.**

(a) Agreement to Tender Shares in Offer. Unless this Agreement shall have been terminated pursuant to the terms hereof or the Offer is terminated in accordance with the terms of the Merger Agreement, the Stockholder hereby agrees that such Stockholder shall validly tender (and deliver any certificates evidencing, or an appropriate affidavit of lost certificate with respect thereto, to

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the extent such certificates have been lost, misplaced or destroyed) its Shares held in record name, or direct the broker or such other Person that is the holder of record of any Shares held beneficially by the Stockholder to validly tender such Shares, into the Offer promptly following, and in any event no later than fifteen (15) business days after commencement (within the meaning of Rule 14d-2 under the Exchange Act) of the Offer (or if the Stockholder has not received the Offer Documents by such time, within four (4) business days following receipt of such documents) and no later than five (5) business days after such Stockholder acquires beneficial ownership of any additional Shares in accordance with the procedures set forth in the Offer Documents, free and clear of all Liens.

(b) Termination of Offer. If the Offer is terminated or withdrawn by Merger Sub, or the Merger Agreement is terminated prior to the purchase of Shares in the Offer, Parent and Merger Sub shall promptly and in any event no later than three (3) business days return, and shall cause any depository or paying agent, acting on behalf of Parent and Merger Sub, to promptly and in any event no later than three (3) business days return all tendered Shares to the Stockholder.

(c) Agreement Not to Tender Shares in Competing Offer. At all times commencing with the execution and delivery of this Agreement and continuing until this Agreement shall have been terminated pursuant to the terms hereof, Stockholder shall not tender the Shares into any tender or exchange offer commenced by a Person other than Parent, Merger Sub or any other Subsidiary of Parent.

1.2 Other Covenants of the Stockholder. The Stockholder agrees, while this Agreement is in effect, as follows:

(a) The Stockholder shall not, directly or indirectly, (i) sell, transfer (including by operation of law), pledge, assign or otherwise encumber or dispose of, or enter into any agreement, option or other arrangement (including any profit sharing arrangement) or understanding with respect to any of the Shares to any person other than Parent or Parent's designee; (ii) grant any proxy, power-of-attorney or other authorization or consent with respect to any of the Shares related to any matter that is inconsistent with the Offer, the Merger, or any transactions contemplated by the Merger Agreement or the provisions thereof; (iii) deposit any of the Shares into a voting trust, or enter into a voting agreement or arrangement with respect to any of the Shares; or (iv) knowingly, directly or indirectly, take, or cause the taking of, any other action that would restrict, limit or interfere with the performance of the Stockholder's obligations hereunder; *provided, that*, in the event that the Stockholder is a party, as of February 19, 2017, to a written plan for trading the Shares in accordance with Rule 10b5-1 under the Exchange Act (a "10b5-1 Plan"), the Stockholder may sell pursuant to such 10b5-1 Plan up to that number of Shares as permitted to be sold under such 10b5-1 Plan; *provided, that*, after February 19, 2017, the Stockholder shall not (x) amend such 10b5-1 Plan to increase the number of Shares eligible for sale under such 10b5-1 Plan, (y) deposit any Shares into a voting trust or enter into any voting arrangement, whether by proxy, voting agreement, voting trust, power-of-attorney, attorney-in-fact, agent or otherwise, with respect to the Shares, except as contemplated by this Agreement, or (z) take any other action that would in any way make any representation or warranty of the Stockholder herein untrue or incorrect in any material respect. Notwithstanding the foregoing, the Stockholder may transfer any or all of his, her or its Shares as follows: (1) in the case of a Stockholder that is an entity, to any parent entity, subsidiary or affiliate under common control with such Stockholder, or to a partner or member of such Stockholder, and (2) in the case of a Stockholder that is an individual, to the Stockholder's spouse, ancestors, descendants or any trust for any of their benefits or to a charitable organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or qualified as a charitable organization under the equivalent laws of Canada or its provinces; *provided however*, that in any such case, prior to and as a condition to the effectiveness of such transfer, (A) each person to which any of such Shares or any interest in any of such Shares is or may be transferred shall

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have executed and delivered to Parent and Merger Sub a counterpart to this Agreement pursuant to which such person shall be bound by all of the terms and provisions of this Agreement, and (B) this Agreement shall be the legal, valid and binding agreement of such person, enforceable against such person in accordance with its terms.

(b) At any meeting of stockholders of the Company, the Stockholder shall vote (or cause to be voted) all of the Shares: (i) against any inquiry, proposal, offer, indication of interest or transaction that constitutes or could reasonably be expected to lead to, an Acquisition Proposal or Acquisition Transaction relating to the Company and (ii) against any action, proposal, transaction or agreement which would reasonably be expected to impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the Offer or the Merger or the fulfillment of Parent's, the Company's, or Merger Sub's conditions under the Merger Agreement or change in any manner the voting rights of any security of the Company (including by any amendments to the Company's charter or bylaws). Except as set forth in clauses (i) and (ii) of this Section 1.2(b) or clause (A) of Section 1.3, Stockholder shall not be restricted from voting in favor of, against or abstaining with respect to any other matters presented to the stockholders of the Company.

(c) The Stockholder shall use commercially reasonable efforts to take, or cause to be taken, all reasonable actions, and to do, or cause to be done, all things reasonably necessary to fulfill the Stockholder's obligations under this Agreement. Nothing herein shall require the Stockholder to exercise any unexercised Company Stock Awards held by the Stockholder.

(d) The Stockholder shall not exercise any rights (including under Section 262 of the Delaware General Corporation Law) to demand appraisal of any Shares that may arise with respect to the Offer or the Merger.

(e) The Stockholder authorizes and agrees to permit Parent and Merger Sub to publish and disclose in the Offer Documents and any related filings under the securities laws of the United States or any state thereof the Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement and any other information required by applicable Law; *provided that*, Parent shall provide Stockholder and its counsel reasonable opportunity to review and comment thereon, and Parent shall give reasonable consideration to any such comments. None of the information relating to the Stockholder provided by or on behalf of the Stockholder in writing for inclusion in the Offer Documents will, at the respective times that the Offer Documents are filed with the SEC or are first mailed to the holders of the Company Common Stock, contain any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of Parent and Merger Sub authorizes and agrees to permit the Stockholder to make such disclosure or filings as may be required by the SEC or the New York Stock Exchange or any other national securities exchange relating to the existence and contents of this Agreement; *provided that* the Stockholder shall provide Parent and its counsel reasonable opportunity to review and comment thereon, and the Stockholder shall give reasonable consideration to any such comments.

### 1.3 Grant of Irrevocable Proxy Coupled with an Interest; Appointment of Proxy.

(a) The Stockholder hereby irrevocably (until this Agreement shall have been terminated pursuant to the terms hereof) (i) grants to Parent and any designee of Parent, alone or together, the Stockholder's proxy, and (ii) appoints Parent and any designee of Parent as the Stockholder's proxy, attorney-in-fact and agent (with full power of substitution and resubstitution), alone or together, in each case, for and in the name, place and stead of the Stockholder, to vote the

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Shares, or grant a consent or approval in respect of the Shares at any meeting of the stockholders of the Company or at any adjournment thereof or in any other circumstances upon which their vote, consent or other approval is sought (A) in favor of the Offer, the Merger, the adoption of the Merger Agreement and the approval of the other transactions contemplated by the Merger Agreement; and/or (B) otherwise in accordance with the Stockholder's voting obligations in Section 1.2(b).

(b) The Stockholder agrees to execute such documents or certificates evidencing such proxy as Parent may reasonably request. The Stockholder acknowledges receipt and review of a copy of the Merger Agreement.

(c) The Stockholder represents that any proxies heretofore given in respect of the Shares are not irrevocable, and that any such proxies are hereby revoked.

(d) THE STOCKHOLDER HEREBY AFFIRMS THAT THE PROXY SET FORTH IN THIS SECTION 1.3 IS COUPLED WITH AN INTEREST AND IS IRREVOCABLE UNTIL SUCH TIME AS THIS AGREEMENT TERMINATES IN ACCORDANCE WITH ITS TERMS. The Stockholder hereby further affirms that the irrevocable proxy is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of the Stockholder under this Agreement. The Stockholder hereby ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof. Such irrevocable proxy shall be valid until the termination of this Agreement in accordance with its terms. The power of attorney granted by the Stockholder is a durable power of attorney and shall survive the bankruptcy, dissolution, death or incapacity of the Stockholder.

1.4 Non-Solicitation. During the term of this Agreement, the Stockholder agrees to comply with the terms of Section 7.2 of the Merger Agreement as if it were a party thereto.

1.5 Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to Parent and Merger Sub as follows:

(a) The Stockholder has all requisite power and authority to execute and deliver this Agreement and to perform the Stockholder's obligations under this Agreement.

(b) The execution, delivery and performance of this Agreement have been duly authorized by the Stockholder. This Agreement has been duly executed and delivered by the Stockholder and, assuming this Agreement constitutes a valid and binding obligation of Parent and Merger Sub constitutes a valid and binding obligation of the Stockholder enforceable against the Stockholder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or by principles governing the availability of equitable remedies. The failure of the spouse, if any, of any Stockholder that is an individual, to be a party or signatory to this Agreement shall not (A) prevent the Stockholder from performing the Stockholder's obligations contemplated hereunder or (B) prevent this Agreement from constituting the legal, valid and binding obligation of the Stockholder in accordance with its terms.

(c) The Shares and the certificates (or any book-entry notations used to represent any uncertificated shares of Company Common Stock) representing the Shares are now, and at all times during the term hereof will be, held by the Stockholder, or by a nominee or custodian for the benefit of the Stockholder, and the Stockholder has valid title to the Shares, free and clear of any Liens (including voting trusts and voting commitments). As of the date of this Agreement, the Stockholder does not own of record or beneficially any Shares of the Company, or any options, warrants or rights exercisable for Shares of the Company, other than the Shares set forth on Exhibit A hereto. The Stockholder has full

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power to vote the Shares as provided herein. Neither the Stockholder nor any of the Shares is subject to any voting trust, proxy or other agreement, arrangement or restriction with respect to the voting or disposition of the Shares, except as otherwise contemplated by this Agreement or the Merger Agreement.

(d) (i) Other than filings required by the SEC or the New York Stock Exchange, no filing with, and no permit, authorization, consent or approval of any state, federal or foreign governmental authority is necessary on the part of the Stockholder for the execution and delivery of this Agreement by the Stockholder and the performance by the Stockholder of the Stockholder's obligations under this Agreement and (ii) neither the execution and delivery of this Agreement by the Stockholder nor the performance by the Stockholder of the Stockholder's obligations under this Agreement nor compliance by the Stockholder with any of the provisions hereof shall (A) result in the creation of an encumbrance on any of the Shares or (B) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Stockholder or any of the Shares, except in the case of (A) or (B) for restrictions on transfer under the Securities Act of 1933, as amended or violations, breaches or defaults that would not in the aggregate materially impair the ability of the Stockholder to perform its obligations hereunder.

(e) As of the date hereof, there is no Action pending or, to the knowledge of the Stockholder, threatened against or affecting the Stockholder and/or any of its Affiliates before or by any Governmental Authority that would reasonably be expected to impair the ability of the Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby in a timely manner.

(f) The Stockholder understands and acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance upon the Stockholder's execution and delivery of this Agreement.

**1.5A. Representations and Warranties of Parent and Merger Sub.** Each of Parent and Merger Sub hereby represents and warrants to Stockholder jointly and severally as follows: (a) each of Parent and Merger Sub has all requisite power and authority to execute and deliver this Agreement and to perform their obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement have been duly authorized by each of Parent and Merger Sub. This Agreement has been duly executed and delivered by each of Parent and Merger Sub and, assuming this Agreement constitutes a valid and binding obligation of Stockholder constitutes a valid and binding obligation of each of Parent and Merger Sub enforceable against the each of Parent and Merger Sub in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or by principles governing the availability of equitable remedies.

**1.6 Assignment; Binding Effect.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, except that Parent may assign all or any of its rights and obligations hereunder to any affiliate of Parent; provided, however, that no such assignment shall relieve the assigning party of its obligations hereunder if such assignee does not perform such obligations. Subject to the preceding sentence, this Agreement shall be binding upon, inure solely to the benefit of, and be enforceable by, the parties hereto and their respective permitted successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to or shall confer on any person other than the parties hereto or their respective heirs, successors, executors, administrators and assigns any rights, benefits, remedies, obligations or liabilities of any nature whatsoever under or by reason of this Agreement.

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1.7 Termination. This Agreement, and all rights and obligations of the parties hereunder, shall terminate upon the first to occur of (i) the Effective Time, (ii) the date on which the Merger Agreement is terminated in accordance with its terms, (iii) the entry without the prior written consent of Stockholder into any amendment or modification to the Merger Agreement or any waiver of any of Parent's obligations under the Merger Agreement, in each case, that results in (A) a decrease in the Offer Price or Merger Consideration, or (B) a change in the form of Offer Price or Merger Consideration, or (iv) the mutual written agreement of the parties to terminate this Agreement. In the event of termination of this Agreement pursuant to this Section 1.7, this Agreement will become null and void and of no effect with no liability on the part of any party hereto; *provided, however*, that no such termination will relieve any party hereto from any liability for any willful, knowing and material breach of this Agreement occurring prior to such termination.

1.8 Stockholder Capacity. Notwithstanding anything to the contrary in this Agreement, the parties acknowledge that (i) the Stockholder is entering into this Agreement solely in the Stockholder's capacity as a record and/or beneficial owner of the Company Common Stock and not in such Stockholder's capacity as a director, officer or employee of the Company (as applicable) or in the Stockholder's capacity as a trustee or fiduciary of any Company Employee Plans and (ii) nothing in this Agreement is intended to limit or restrict the Stockholder from taking any action or inaction or voting in the Stockholder's sole discretion on any matter in his or her capacity as a director of the Company or in the Stockholder's capacity as a trustee or fiduciary of any Company Employee Plans (if applicable), including, for the avoidance of doubt, taking any action permitted by Sections 7.3 and 7.4 of the Merger Agreement, and none of such actions in such capacity shall be deemed to constitute a breach of this Agreement.

1.9 Parent. Nothing herein shall be construed to limit or affect any action or inaction by (i) Parent or Merger Sub in accordance with the terms of the Merger Agreement or (ii) any Affiliate, officer, director or direct or indirect equity holder of Parent or Merger Sub acting in his or her capacity as a director or officer of Parent or Merger Sub; provided, however, that this Section 1.11 shall not relieve any such Person from any liability or obligation that he, she or it may have independently of this Agreement or as a consequence of any action or inaction by such Person.

1.10 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent, or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to the Stockholder, and Parent and Merger Sub shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct the Stockholder in the disposition or voting of any of the Shares, except as otherwise provided herein.

1.11 General Provisions.

(a) Except as otherwise set forth in the Merger Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense, whether or not the transactions contemplated hereby are consummated.

(b) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in a writing that refers to this Agreement and signed, in the case of an amendment, by each of the parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any

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other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable law.

(c) Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if (i) personally delivered, (ii) mailed by registered or certified first-class mail, prepaid with return receipt requested, (iii) sent by a nationally recognized overnight courier service, to the recipient at the address below indicated or (iv) delivered by facsimile or email which is confirmed in writing by sending a copy of such facsimile or email to the recipient thereof pursuant to clause (i) or (iii) above:

If to Parent and Merger Sub:

MaxLinear, Inc.  
5966 La Place Court, Suite 100  
Carlsbad, CA 92008  
Attention: Adam Spice  
Facsimile No: 949-753-8110

With a required copy to (which shall not constitute notice):

Wilson Sonsini Goodrich & Rosati  
Professional Corporation  
12235 El Camino Real  
San Diego, California 92130  
Attention: Robert F. Kornegay and Denny Kwon  
Email: rkornegay@wsgr.com and dkwon@wsgr.com  
Facsimile No.: (858) 350-2399

If to the Stockholder:

At the address and facsimile number and email address set forth set forth in Exhibit A hereto; or to such other address as any party hereto may, from time to time, designate in a written notice given in like manner.

(d) When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

(e) This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Signatures delivered by facsimile or electronic transmission shall be binding for all purposes hereof.

(f) This Agreement and the Merger Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

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(g) This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to any applicable conflicts of law.

(h) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction and proper venue of the Court of Chancery of the State of Delaware, and each party consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes all right to attack the suitability or convenience of such venue or forum by reason of their present or future domiciles, or by any other reason. The parties acknowledge that all directions issued by the forum court, including all injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries. Each of the parties hereto hereby waives to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated hereby.

(i) If any provision of this Agreement or the application thereof to any party or set of circumstances shall, in any jurisdiction and to any extent, be finally held invalid or unenforceable by any rule of law or public policy, such term or provision shall only be ineffective as to such jurisdiction, and only to the extent of such invalidity or unenforceability, without invalidating or rendering unenforceable any other terms or provisions of this Agreement or under any other circumstances, and the parties shall negotiate in good faith a substitute provision which comes as close as possible to the invalidated or unenforceable term or provision, and which puts each party in a position as nearly comparable as possible to the position it would have been in but for the finding of invalidity or unenforceability, while remaining valid and enforceable.

(j) Each of the parties acknowledges that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and agrees that the parties' respective remedies at law for a breach or threatened breach of any of the provisions of this Agreement would be inadequate and, in recognition of that fact, each agrees that, in the event of a breach or threatened breach by any party of the provisions of this Agreement, in addition to any remedies at law or damages, each party, respectively, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available in order to enforce the terms hereof.

*[Signature pages follow]*



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**MAXLINEAR, INC.**

By: /s/ Kishore Seendripu  
Name: Kishore Seendripu  
Title: President and Chief Executive Officer

**EAGLE ACQUISITION CORPORATION**

By: /s/ Kishore Seendripu  
Name: Kishore Seendripu  
Title: President and Chief Executive Officer

*[Signature Page to Support Agreement]*

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**COMPANY STOCKHOLDER**

/s/ James Lougheed

James Lougheed

*[Signature Page to Support Agreement]*

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**Exhibit A**  
**Stockholder Security Ownership and Voting Information**

Name and Address of Stockholder

Name: James Loughheed

Address:

\_\_\_\_\_

\_\_\_\_\_

with a copy to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number and class of Shares beneficially owned by the Stockholder as of the date hereof:

25,805 shares of Company Common Stock

395,000 shares of Company Common Stock issuable upon exercise or vesting of Company stock options

26,666 shares of Company Common Stock issuable upon settlement of Company restricted stock units

**SUPPORT AGREEMENT**

This Support Agreement (this "Agreement") is entered into as of March 28, 2017 by and among MaxLinear, Inc., a Delaware corporation ("Parent"), Eagle Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), and the person listed as a stockholder of Exar Corporation, a Delaware corporation (the "Company"), on the signature page hereto (the "Stockholder").

**RECITALS**

WHEREAS, concurrently with the execution and delivery of this Agreement, the Company, Merger Sub and Parent are entering into an Agreement and Plan of Merger dated as of the date hereof (as the same may be amended or supplemented, the "Merger Agreement"), which provides, among other things, for Merger Sub to commence a tender offer (the "Offer") to acquire all of the outstanding shares of the Company at a price of Thirteen Dollars and zero cents (\$13.00) per share of the Company, net to the holder thereof in cash, without interest (such amount being hereinafter referred to as the "Offer Price"), and following the completion of the Offer, the merger of Merger Sub with and into the Company (the "Merger"), with the Company continuing as the surviving corporation and becoming a wholly-owned subsidiary of Parent, all on the terms and subject to the conditions set forth in the Merger Agreement. Capitalized terms used herein that are not defined shall have the meanings set forth in the Merger Agreement.

WHEREAS, the Stockholder is the record and beneficial owner of the number of shares of Company Common Stock set forth on Exhibit A hereto (such shares, as they may be adjusted by stock dividend, stock split, recapitalization, combination or exchange of shares, merger, consolidation, reorganization or other change or transaction of or by the Company, together with securities of the Company for which Stockholder has "beneficial ownership," as that term is defined in Rule 13d-3 under the Exchange Act, and shares that may be acquired after the date hereof, including upon vesting of any restricted stock units on Company Common Stock held by the Stockholder or upon the exercise of any options to acquire Company Common Stock by the Stockholder, are collectively referred to herein as the "Shares").

WHEREAS, as an inducement and a condition to the willingness of Parent and Merger Sub to enter into the Merger Agreement, and in consideration of the substantial expenses incurred and to be incurred by them in connection therewith, the Stockholder has agreed to enter into, be legally bound by and perform this Agreement pursuant to which the Stockholder agrees to tender its Shares into the Offer and to take (and refrain from taking) certain other actions in connection with the transactions contemplated by the Merger Agreement.

**AGREEMENTS**

In consideration of the recitals and the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

**1.1 Tender Agreements.**

(a) Agreement to Tender Shares in Offer. Unless this Agreement shall have been terminated pursuant to the terms hereof or the Offer is terminated in accordance with the terms of the Merger Agreement, the Stockholder hereby agrees that such Stockholder shall validly tender (and deliver any certificates evidencing, or an appropriate affidavit of lost certificate with respect thereto, to

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the extent such certificates have been lost, misplaced or destroyed) its Shares held in record name, or direct the broker or such other Person that is the holder of record of any Shares held beneficially by the Stockholder to validly tender such Shares, into the Offer promptly following, and in any event no later than fifteen (15) business days after commencement (within the meaning of Rule 14d-2 under the Exchange Act) of the Offer (or if the Stockholder has not received the Offer Documents by such time, within four (4) business days following receipt of such documents) and no later than five (5) business days after such Stockholder acquires beneficial ownership of any additional Shares in accordance with the procedures set forth in the Offer Documents, free and clear of all Liens.

(b) Termination of Offer. If the Offer is terminated or withdrawn by Merger Sub, or the Merger Agreement is terminated prior to the purchase of Shares in the Offer, Parent and Merger Sub shall promptly and in any event no later than three (3) business days return, and shall cause any depository or paying agent, acting on behalf of Parent and Merger Sub, to promptly and in any event no later than three (3) business days return all tendered Shares to the Stockholder.

(c) Agreement Not to Tender Shares in Competing Offer. At all times commencing with the execution and delivery of this Agreement and continuing until this Agreement shall have been terminated pursuant to the terms hereof, Stockholder shall not tender the Shares into any tender or exchange offer commenced by a Person other than Parent, Merger Sub or any other Subsidiary of Parent.

1.2 Other Covenants of the Stockholder. The Stockholder agrees, while this Agreement is in effect, as follows:

(a) The Stockholder shall not, directly or indirectly, (i) sell, transfer (including by operation of law), pledge, assign or otherwise encumber or dispose of, or enter into any agreement, option or other arrangement (including any profit sharing arrangement) or understanding with respect to any of the Shares to any person other than Parent or Parent's designee; (ii) grant any proxy, power-of-attorney or other authorization or consent with respect to any of the Shares related to any matter that is inconsistent with the Offer, the Merger, or any transactions contemplated by the Merger Agreement or the provisions thereof; (iii) deposit any of the Shares into a voting trust, or enter into a voting agreement or arrangement with respect to any of the Shares; or (iv) knowingly, directly or indirectly, take, or cause the taking of, any other action that would restrict, limit or interfere with the performance of the Stockholder's obligations hereunder; *provided, that*, in the event that the Stockholder is a party, as of February 19, 2017, to a written plan for trading the Shares in accordance with Rule 10b5-1 under the Exchange Act (a "10b5-1 Plan"), the Stockholder may sell pursuant to such 10b5-1 Plan up to that number of Shares as permitted to be sold under such 10b5-1 Plan; *provided, that*, after February 19, 2017, the Stockholder shall not (x) amend such 10b5-1 Plan to increase the number of Shares eligible for sale under such 10b5-1 Plan, (y) deposit any Shares into a voting trust or enter into any voting arrangement, whether by proxy, voting agreement, voting trust, power-of-attorney, attorney-in-fact, agent or otherwise, with respect to the Shares, except as contemplated by this Agreement, or (z) take any other action that would in any way make any representation or warranty of the Stockholder herein untrue or incorrect in any material respect. Notwithstanding the foregoing, the Stockholder may transfer any or all of his, her or its Shares as follows: (1) in the case of a Stockholder that is an entity, to any parent entity, subsidiary or affiliate under common control with such Stockholder, or to a partner or member of such Stockholder, and (2) in the case of a Stockholder that is an individual, to the Stockholder's spouse, ancestors, descendants or any trust for any of their benefits or to a charitable organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or qualified as a charitable organization under the equivalent laws of Canada or its provinces; *provided however*, that in any such case, prior to and as a condition to the effectiveness of such transfer, (A) each person to which any of such Shares or any interest in any of such Shares is or may be transferred shall

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have executed and delivered to Parent and Merger Sub a counterpart to this Agreement pursuant to which such person shall be bound by all of the terms and provisions of this Agreement, and (B) this Agreement shall be the legal, valid and binding agreement of such person, enforceable against such person in accordance with its terms.

(b) At any meeting of stockholders of the Company, the Stockholder shall vote (or cause to be voted) all of the Shares: (i) against any inquiry, proposal, offer, indication of interest or transaction that constitutes or could reasonably be expected to lead to, an Acquisition Proposal or Acquisition Transaction relating to the Company and (ii) against any action, proposal, transaction or agreement which would reasonably be expected to impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the Offer or the Merger or the fulfillment of Parent's, the Company's, or Merger Sub's conditions under the Merger Agreement or change in any manner the voting rights of any security of the Company (including by any amendments to the Company's charter or bylaws). Except as set forth in clauses (i) and (ii) of this Section 1.2(b) or clause (A) of Section 1.3, Stockholder shall not be restricted from voting in favor of, against or abstaining with respect to any other matters presented to the stockholders of the Company.

(c) The Stockholder shall use commercially reasonable efforts to take, or cause to be taken, all reasonable actions, and to do, or cause to be done, all things reasonably necessary to fulfill the Stockholder's obligations under this Agreement. Nothing herein shall require the Stockholder to exercise any unexercised Company Stock Awards held by the Stockholder.

(d) The Stockholder shall not exercise any rights (including under Section 262 of the Delaware General Corporation Law) to demand appraisal of any Shares that may arise with respect to the Offer or the Merger.

(e) The Stockholder authorizes and agrees to permit Parent and Merger Sub to publish and disclose in the Offer Documents and any related filings under the securities laws of the United States or any state thereof the Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement and any other information required by applicable Law; *provided that*, Parent shall provide Stockholder and its counsel reasonable opportunity to review and comment thereon, and Parent shall give reasonable consideration to any such comments. None of the information relating to the Stockholder provided by or on behalf of the Stockholder in writing for inclusion in the Offer Documents will, at the respective times that the Offer Documents are filed with the SEC or are first mailed to the holders of the Company Common Stock, contain any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of Parent and Merger Sub authorizes and agrees to permit the Stockholder to make such disclosure or filings as may be required by the SEC or the New York Stock Exchange or any other national securities exchange relating to the existence and contents of this Agreement; *provided that* the Stockholder shall provide Parent and its counsel reasonable opportunity to review and comment thereon, and the Stockholder shall give reasonable consideration to any such comments.

### 1.3 Grant of Irrevocable Proxy Coupled with an Interest; Appointment of Proxy.

(a) The Stockholder hereby irrevocably (until this Agreement shall have been terminated pursuant to the terms hereof) (i) grants to Parent and any designee of Parent, alone or together, the Stockholder's proxy, and (ii) appoints Parent and any designee of Parent as the Stockholder's proxy, attorney-in-fact and agent (with full power of substitution and resubstitution), alone or together, in each case, for and in the name, place and stead of the Stockholder, to vote the

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Shares, or grant a consent or approval in respect of the Shares at any meeting of the stockholders of the Company or at any adjournment thereof or in any other circumstances upon which their vote, consent or other approval is sought (A) in favor of the Offer, the Merger, the adoption of the Merger Agreement and the approval of the other transactions contemplated by the Merger Agreement; and/or (B) otherwise in accordance with the Stockholder's voting obligations in Section 1.2(b).

(b) The Stockholder agrees to execute such documents or certificates evidencing such proxy as Parent may reasonably request. The Stockholder acknowledges receipt and review of a copy of the Merger Agreement.

(c) The Stockholder represents that any proxies heretofore given in respect of the Shares are not irrevocable, and that any such proxies are hereby revoked.

(d) THE STOCKHOLDER HEREBY AFFIRMS THAT THE PROXY SET FORTH IN THIS SECTION 1.3 IS COUPLED WITH AN INTEREST AND IS IRREVOCABLE UNTIL SUCH TIME AS THIS AGREEMENT TERMINATES IN ACCORDANCE WITH ITS TERMS. The Stockholder hereby further affirms that the irrevocable proxy is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of the Stockholder under this Agreement. The Stockholder hereby ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof. Such irrevocable proxy shall be valid until the termination of this Agreement in accordance with its terms. The power of attorney granted by the Stockholder is a durable power of attorney and shall survive the bankruptcy, dissolution, death or incapacity of the Stockholder.

1.4 Non-Solicitation. During the term of this Agreement, the Stockholder agrees to comply with the terms of Section 7.2 of the Merger Agreement as if it were a party thereto.

1.5 Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to Parent and Merger Sub as follows:

(a) The Stockholder has all requisite power and authority to execute and deliver this Agreement and to perform the Stockholder's obligations under this Agreement.

(b) The execution, delivery and performance of this Agreement have been duly authorized by the Stockholder. This Agreement has been duly executed and delivered by the Stockholder and, assuming this Agreement constitutes a valid and binding obligation of Parent and Merger Sub constitutes a valid and binding obligation of the Stockholder enforceable against the Stockholder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or by principles governing the availability of equitable remedies. The failure of the spouse, if any, of any Stockholder that is an individual, to be a party or signatory to this Agreement shall not (A) prevent the Stockholder from performing the Stockholder's obligations contemplated hereunder or (B) prevent this Agreement from constituting the legal, valid and binding obligation of the Stockholder in accordance with its terms.

(c) The Shares and the certificates (or any book-entry notations used to represent any uncertificated shares of Company Common Stock) representing the Shares are now, and at all times during the term hereof will be, held by the Stockholder, or by a nominee or custodian for the benefit of the Stockholder, and the Stockholder has valid title to the Shares, free and clear of any Liens (including voting trusts and voting commitments). As of the date of this Agreement, the Stockholder does not own of record or beneficially any Shares of the Company, or any options, warrants or rights exercisable for Shares of the Company, other than the Shares set forth on Exhibit A hereto. The Stockholder has full

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power to vote the Shares as provided herein. Neither the Stockholder nor any of the Shares is subject to any voting trust, proxy or other agreement, arrangement or restriction with respect to the voting or disposition of the Shares, except as otherwise contemplated by this Agreement or the Merger Agreement.

(d) (i) Other than filings required by the SEC or the New York Stock Exchange, no filing with, and no permit, authorization, consent or approval of any state, federal or foreign governmental authority is necessary on the part of the Stockholder for the execution and delivery of this Agreement by the Stockholder and the performance by the Stockholder of the Stockholder's obligations under this Agreement and (ii) neither the execution and delivery of this Agreement by the Stockholder nor the performance by the Stockholder of the Stockholder's obligations under this Agreement nor compliance by the Stockholder with any of the provisions hereof shall (A) result in the creation of an encumbrance on any of the Shares or (B) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Stockholder or any of the Shares, except in the case of (A) or (B) for restrictions on transfer under the Securities Act of 1933, as amended or violations, breaches or defaults that would not in the aggregate materially impair the ability of the Stockholder to perform its obligations hereunder.

(e) As of the date hereof, there is no Action pending or, to the knowledge of the Stockholder, threatened against or affecting the Stockholder and/or any of its Affiliates before or by any Governmental Authority that would reasonably be expected to impair the ability of the Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby in a timely manner.

(f) The Stockholder understands and acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance upon the Stockholder's execution and delivery of this Agreement.

**1.5A. Representations and Warranties of Parent and Merger Sub.** Each of Parent and Merger Sub hereby represents and warrants to Stockholder jointly and severally as follows: (a) each of Parent and Merger Sub has all requisite power and authority to execute and deliver this Agreement and to perform their obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement have been duly authorized by each of Parent and Merger Sub. This Agreement has been duly executed and delivered by each of Parent and Merger Sub and, assuming this Agreement constitutes a valid and binding obligation of Stockholder constitutes a valid and binding obligation of each of Parent and Merger Sub enforceable against the each of Parent and Merger Sub in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or by principles governing the availability of equitable remedies.

**1.6 Assignment; Binding Effect.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, except that Parent may assign all or any of its rights and obligations hereunder to any affiliate of Parent; provided, however, that no such assignment shall relieve the assigning party of its obligations hereunder if such assignee does not perform such obligations. Subject to the preceding sentence, this Agreement shall be binding upon, inure solely to the benefit of, and be enforceable by, the parties hereto and their respective permitted successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to or shall confer on any person other than the parties hereto or their respective heirs, successors, executors, administrators and assigns any rights, benefits, remedies, obligations or liabilities of any nature whatsoever under or by reason of this Agreement.



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1.7 Termination. This Agreement, and all rights and obligations of the parties hereunder, shall terminate upon the first to occur of (i) the Effective Time, (ii) the date on which the Merger Agreement is terminated in accordance with its terms, (iii) the entry without the prior written consent of Stockholder into any amendment or modification to the Merger Agreement or any waiver of any of Parent's obligations under the Merger Agreement, in each case, that results in (A) a decrease in the Offer Price or Merger Consideration, or (B) a change in the form of Offer Price or Merger Consideration, or (iv) the mutual written agreement of the parties to terminate this Agreement. In the event of termination of this Agreement pursuant to this Section 1.7, this Agreement will become null and void and of no effect with no liability on the part of any party hereto; *provided, however*, that no such termination will relieve any party hereto from any liability for any willful, knowing and material breach of this Agreement occurring prior to such termination.

1.8 Stockholder Capacity. Notwithstanding anything to the contrary in this Agreement, the parties acknowledge that (i) the Stockholder is entering into this Agreement solely in the Stockholder's capacity as a record and/or beneficial owner of the Company Common Stock and not in such Stockholder's capacity as a director, officer or employee of the Company (as applicable) or in the Stockholder's capacity as a trustee or fiduciary of any Company Employee Plans and (ii) nothing in this Agreement is intended to limit or restrict the Stockholder from taking any action or inaction or voting in the Stockholder's sole discretion on any matter in his or her capacity as a director of the Company or in the Stockholder's capacity as a trustee or fiduciary of any Company Employee Plans (if applicable), including, for the avoidance of doubt, taking any action permitted by Sections 7.3 and 7.4 of the Merger Agreement, and none of such actions in such capacity shall be deemed to constitute a breach of this Agreement.

1.9 Parent. Nothing herein shall be construed to limit or affect any action or inaction by (i) Parent or Merger Sub in accordance with the terms of the Merger Agreement or (ii) any Affiliate, officer, director or direct or indirect equity holder of Parent or Merger Sub acting in his or her capacity as a director or officer of Parent or Merger Sub; provided, however, that this Section 1.11 shall not relieve any such Person from any liability or obligation that he, she or it may have independently of this Agreement or as a consequence of any action or inaction by such Person.

1.10 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent, or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to the Stockholder, and Parent and Merger Sub shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct the Stockholder in the disposition or voting of any of the Shares, except as otherwise provided herein.

1.11 General Provisions.

(a) Except as otherwise set forth in the Merger Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense, whether or not the transactions contemplated hereby are consummated.

(b) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in a writing that refers to this Agreement and signed, in the case of an amendment, by each of the parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any

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other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable law.

(c) Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if (i) personally delivered, (ii) mailed by registered or certified first-class mail, prepaid with return receipt requested, (iii) sent by a nationally recognized overnight courier service, to the recipient at the address below indicated or (iv) delivered by facsimile or email which is confirmed in writing by sending a copy of such facsimile or email to the recipient thereof pursuant to clause (i) or (iii) above:

If to Parent and Merger Sub:

MaxLinear, Inc.  
5966 La Place Court, Suite 100  
Carlsbad, CA 92008  
Attention: Adam Spice  
Facsimile No: 949-753-8110

With a required copy to (which shall not constitute notice):

Wilson Sonsini Goodrich & Rosati  
Professional Corporation  
12235 El Camino Real  
San Diego, California 92130  
Attention: Robert F. Kornegay and Denny Kwon  
Email: rkornegay@wsgr.com and dkwon@wsgr.com  
Facsimile No.: (858) 350-2399

If to the Stockholder:

At the address and facsimile number and email address set forth set forth in Exhibit A hereto; or to such other address as any party hereto may, from time to time, designate in a written notice given in like manner.

(d) When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

(e) This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Signatures delivered by facsimile or electronic transmission shall be binding for all purposes hereof.

(f) This Agreement and the Merger Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

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(g) This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to any applicable conflicts of law.

(h) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction and proper venue of the Court of Chancery of the State of Delaware, and each party consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes all right to attack the suitability or convenience of such venue or forum by reason of their present or future domiciles, or by any other reason. The parties acknowledge that all directions issued by the forum court, including all injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries. Each of the parties hereto hereby waives to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated hereby.

(i) If any provision of this Agreement or the application thereof to any party or set of circumstances shall, in any jurisdiction and to any extent, be finally held invalid or unenforceable by any rule of law or public policy, such term or provision shall only be ineffective as to such jurisdiction, and only to the extent of such invalidity or unenforceability, without invalidating or rendering unenforceable any other terms or provisions of this Agreement or under any other circumstances, and the parties shall negotiate in good faith a substitute provision which comes as close as possible to the invalidated or unenforceable term or provision, and which puts each party in a position as nearly comparable as possible to the position it would have been in but for the finding of invalidity or unenforceability, while remaining valid and enforceable.

(j) Each of the parties acknowledges that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and agrees that the parties' respective remedies at law for a breach or threatened breach of any of the provisions of this Agreement would be inadequate and, in recognition of that fact, each agrees that, in the event of a breach or threatened breach by any party of the provisions of this Agreement, in addition to any remedies at law or damages, each party, respectively, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available in order to enforce the terms hereof.

*[Signature pages follow]*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**MAXLINEAR, INC.**

By: /s/ Kishore Seendripu  
Name: Kishore Seendripu  
Title: President and Chief Executive Officer

**EAGLE ACQUISITION CORPORATION**

By: /s/ Kishore Seendripu  
Name: Kishore Seendripu  
Title: President and Chief Executive Officer

*[Signature Page to Support Agreement]*

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**COMPANY STOCKHOLDER**

/s/ Gary Meyers

\_\_\_\_\_  
Gary Meyers

*[Signature Page to Support Agreement]*

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**Exhibit A**  
**Stockholder Security Ownership and Voting Information**

Name and Address of Stockholder

Number and class of Shares beneficially owned by the  
Stockholder as of the date hereof:

\_\_\_\_\_  
Name:  
Gary Meyers

63,625 shares of Company Common Stock

Address:  
580 Loma Verde Ave.

80,000 shares of Company Common Stock issuable upon  
exercise or vesting of Company stock options

Palo Alto, CA 94306

30,500 shares of Company Common Stock issuable upon  
settlement of Company restricted stock units

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUPPORT AGREEMENT**

This Support Agreement (this "Agreement") is entered into as of March 28, 2017 by and among MaxLinear, Inc., a Delaware corporation ("Parent"), Eagle Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), and each of the persons and entities listed as a stockholder of Exar Corporation, a Delaware corporation (the "Company"), on the signature page hereto (collectively, the "Stockholder").

**RECITALS**

WHEREAS, concurrently with the execution and delivery of this Agreement, the Company, Merger Sub and Parent are entering into an Agreement and Plan of Merger dated as of the date hereof (as the same may be amended or supplemented, the "Merger Agreement"), which provides, among other things, for Merger Sub to commence a tender offer (the "Offer") to acquire all of the outstanding shares of the Company at a price of Thirteen Dollars and zero cents (\$13.00) per share of the Company, net to the holder thereof in cash, without interest (such amount being hereinafter referred to as the "Offer Price"), and following the completion of the Offer, the merger of Merger Sub with and into the Company (the "Merger"), with the Company continuing as the surviving corporation and becoming a wholly-owned subsidiary of Parent, all on the terms and subject to the conditions set forth in the Merger Agreement. Capitalized terms used herein that are not defined shall have the meanings set forth in the Merger Agreement.

WHEREAS, the Stockholder is the beneficial owner of the number of shares of Company Common Stock set forth on Exhibit A hereto (such shares, as they may be adjusted by stock dividend, stock split, recapitalization, combination or exchange of shares, merger, consolidation, reorganization or other change or transaction of or by the Company, together with securities of the Company for which Stockholder has "beneficial ownership," as that term is defined in Rule 13d-3 under the Exchange Act, and shares that may be acquired after the date hereof, including upon vesting of any restricted stock units on Company Common Stock held by the Stockholder or upon the exercise of any options to acquire Company Common Stock by the Stockholder, are collectively referred to herein as the "Shares").

WHEREAS, as an inducement and a condition to the willingness of Parent and Merger Sub to enter into the Merger Agreement, and in consideration of the substantial expenses incurred and to be incurred by them in connection therewith, the Stockholder has agreed to enter into, be legally bound by and perform this Agreement pursuant to which the Stockholder agrees to tender its Shares into the Offer and to take (and refrain from taking) certain other actions in connection with the transactions contemplated by the Merger Agreement.

**AGREEMENTS**

In consideration of the recitals and the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

**1.1 Tender Agreements.**

(a) Agreement to Tender Shares in Offer. Unless this Agreement shall have been terminated pursuant to the terms hereof or the Offer is terminated in accordance with the terms of the Merger Agreement, the Stockholder hereby agrees that such Stockholder shall validly tender (and deliver any certificates evidencing, or an appropriate affidavit of lost certificate with respect thereto, to the extent such certificates have been lost, misplaced or destroyed) its Shares held in record name, or

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direct the broker or such other Person that is the holder of record of any Shares held beneficially by the Stockholder to validly tender such Shares, into the Offer promptly following, and in any event no later than fifteen (15) business days after commencement (within the meaning of Rule 14d-2 under the Exchange Act) of the Offer (or if the Stockholder has not received the Offer Documents by such time, within four (4) business days following receipt of such documents) and no later than five (5) business days after such Stockholder acquires beneficial ownership of any additional Shares in accordance with the procedures set forth in the Offer Documents, free and clear of all Liens.

(b) Termination of Offer. If the Offer is terminated or withdrawn by Merger Sub, or the Merger Agreement is terminated prior to the purchase of Shares in the Offer, Parent and Merger Sub shall promptly and in any event no later than three (3) business days return, and shall cause any depository or paying agent, acting on behalf of Parent and Merger Sub, to promptly and in any event no later than three (3) business days return all tendered Shares to the Stockholder.

(c) Agreement Not to Tender Shares in Competing Offer. At all times commencing with the execution and delivery of this Agreement and continuing until this Agreement shall have been terminated pursuant to the terms hereof, Stockholder shall not tender the Shares into any tender or exchange offer commenced by a Person other than Parent, Merger Sub or any other Subsidiary of Parent.

1.2 Other Covenants of the Stockholder. The Stockholder agrees, while this Agreement is in effect, as follows:

(a) The Stockholder shall not, directly or indirectly, (i) sell, transfer (including by operation of law), pledge, assign or otherwise encumber or dispose of, or enter into any agreement, option or other arrangement (including any profit sharing arrangement) or understanding with respect to any of the Shares to any person other than Parent or Parent's designee; (ii) grant any proxy, power-of-attorney or other authorization or consent with respect to any of the Shares related to any matter that is inconsistent with the Offer, the Merger, or any transactions contemplated by the Merger Agreement or the provisions thereof; (iii) deposit any of the Shares into a voting trust, or enter into a voting agreement or arrangement with respect to any of the Shares; or (iv) knowingly, directly or indirectly, take, or cause the taking of, any other action that would restrict, limit or interfere with the performance of the Stockholder's obligations hereunder; *provided, that*, in the event that the Stockholder is a party, as of February 19, 2017, to a written plan for trading the Shares in accordance with Rule 10b5-1 under the Exchange Act (a "10b5-1 Plan"), the Stockholder may sell pursuant to such 10b5-1 Plan up to that number of Shares as permitted to be sold under such 10b5-1 Plan; *provided, that*, after February 19, 2017, the Stockholder shall not (x) amend such 10b5-1 Plan to increase the number of Shares eligible for sale under such 10b5-1 Plan, (y) deposit any Shares into a voting trust or enter into any voting arrangement, whether by proxy, voting agreement, voting trust, power-of-attorney, attorney-in-fact, agent or otherwise, with respect to the Shares, except as contemplated by this Agreement, or (z) take any other action that would in any way make any representation or warranty of the Stockholder herein untrue or incorrect in any material respect. Notwithstanding the foregoing, the Stockholder may transfer any or all of his, her or its Shares as follows: (1) in the case of a Stockholder that is an entity, to any parent entity, subsidiary or affiliate under common control with such Stockholder, or to a partner or member of such Stockholder, and (2) in the case of a Stockholder that is an individual, to the Stockholder's spouse, ancestors, descendants or any trust for any of their benefits or to a charitable organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or qualified as a charitable organization under the equivalent laws of Canada or its provinces; *provided however*, that in any such case, prior to and as a condition to the effectiveness of such transfer, (A) each person to which any of such Shares or any interest in any of such Shares is or may be transferred shall have executed and delivered to Parent and Merger Sub a counterpart to this Agreement pursuant to



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which such person shall be bound by all of the terms and provisions of this Agreement, and (B) this Agreement shall be the legal, valid and binding agreement of such person, enforceable against such person in accordance with its terms.

(b) At any meeting of stockholders of the Company, the Stockholder shall vote (or cause to be voted) all of the Shares: (i) against any inquiry, proposal, offer, indication of interest or transaction that constitutes or could reasonably be expected to lead to, an Acquisition Proposal or Acquisition Transaction relating to the Company and (ii) against any action, proposal, transaction or agreement which would reasonably be expected to impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the Offer or the Merger or the fulfillment of Parent's, the Company's, or Merger Sub's conditions under the Merger Agreement or change in any manner the voting rights of any security of the Company (including by any amendments to the Company's charter or bylaws). Except as set forth in clauses (i) and (ii) of this Section 1.2(b) or clause (A) of Section 1.3, Stockholder shall not be restricted from voting in favor of, against or abstaining with respect to any other matters presented to the stockholders of the Company.

(c) The Stockholder shall use commercially reasonable efforts to take, or cause to be taken, all reasonable actions, and to do, or cause to be done, all things reasonably necessary to fulfill the Stockholder's obligations under this Agreement. Nothing herein shall require the Stockholder to exercise any unexercised Company Stock Awards held by the Stockholder.

(d) The Stockholder shall not exercise any rights (including under Section 262 of the Delaware General Corporation Law) to demand appraisal of any Shares that may arise with respect to the Offer or the Merger.

(e) The Stockholder authorizes and agrees to permit Parent and Merger Sub to publish and disclose in the Offer Documents and any related filings under the securities laws of the United States or any state thereof the Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement and any other information required by applicable Law; *provided that*, Parent shall provide Stockholder and its counsel reasonable opportunity to review and comment thereon, and Parent shall give reasonable consideration to any such comments. None of the information relating to the Stockholder provided by or on behalf of the Stockholder in writing for inclusion in the Offer Documents will, at the respective times that the Offer Documents are filed with the SEC or are first mailed to the holders of the Company Common Stock, contain any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of Parent and Merger Sub authorizes and agrees to permit the Stockholder to make such disclosure or filings as may be required by the SEC or the New York Stock Exchange or any other national securities exchange relating to the existence and contents of this Agreement; *provided that* the Stockholder shall provide Parent and its counsel reasonable opportunity to review and comment thereon, and the Stockholder shall give reasonable consideration to any such comments.

### 1.3 Grant of Irrevocable Proxy Coupled with an Interest; Appointment of Proxy.

(a) The Stockholder hereby irrevocably (until this Agreement shall have been terminated pursuant to the terms hereof) (i) grants to Parent and any designee of Parent, alone or together, the Stockholder's proxy, and (ii) appoints Parent and any designee of Parent as the Stockholder's proxy, attorney-in-fact and agent (with full power of substitution and resubstitution), alone or together, in each case, for and in the name, place and stead of the Stockholder, to vote the Shares, or grant a consent or approval in respect of the Shares at any meeting of the stockholders of the

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Company or at any adjournment thereof or in any other circumstances upon which their vote, consent or other approval is sought (A) in favor of the Offer, the Merger, the adoption of the Merger Agreement and the approval of the other transactions contemplated by the Merger Agreement; and/or (B) otherwise in accordance with the Stockholder's voting obligations in Section 1.2(b).

(b) The Stockholder agrees to execute such documents or certificates evidencing such proxy as Parent may reasonably request. The Stockholder acknowledges receipt and review of a copy of the Merger Agreement.

(c) The Stockholder represents that any proxies heretofore given in respect of the Shares are not irrevocable, and that any such proxies are hereby revoked.

(d) THE STOCKHOLDER HEREBY AFFIRMS THAT THE PROXY SET FORTH IN THIS SECTION 1.3 IS COUPLED WITH AN INTEREST AND IS IRREVOCABLE UNTIL SUCH TIME AS THIS AGREEMENT TERMINATES IN ACCORDANCE WITH ITS TERMS. The Stockholder hereby further affirms that the irrevocable proxy is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of the Stockholder under this Agreement. The Stockholder hereby ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof. Such irrevocable proxy shall be valid until the termination of this Agreement in accordance with its terms. The power of attorney granted by the Stockholder is a durable power of attorney and shall survive the bankruptcy, dissolution, death or incapacity of the Stockholder.

1.4 Non-Solicitation. During the term of this Agreement, the Stockholder agrees to comply with the terms of Section 7.2 of the Merger Agreement as if it were a party thereto.

1.5 Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to Parent and Merger Sub as follows:

(a) The Stockholder has all requisite power and authority to execute and deliver this Agreement and to perform the Stockholder's obligations under this Agreement.

(b) The execution, delivery and performance of this Agreement have been duly authorized by the Stockholder. This Agreement has been duly executed and delivered by the Stockholder and, assuming this Agreement constitutes a valid and binding obligation of Parent and Merger Sub constitutes a valid and binding obligation of the Stockholder enforceable against the Stockholder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or by principles governing the availability of equitable remedies. The failure of the spouse, if any, of any Stockholder that is an individual, to be a party or signatory to this Agreement shall not (A) prevent the Stockholder from performing the Stockholder's obligations contemplated hereunder or (B) prevent this Agreement from constituting the legal, valid and binding obligation of the Stockholder in accordance with its terms.

(c) The Shares and the certificates (or any book-entry notations used to represent any uncertificated shares of Company Common Stock) representing the Shares are now, and at all times during the term hereof will be, held by the Stockholder, or by a nominee or custodian for the benefit of the Stockholder, and the Stockholder has valid title to the Shares, free and clear of any Liens (including voting trusts and voting commitments). As of the date of this Agreement, the Stockholder does not own of record or beneficially any Shares of the Company, or any options, warrants or rights exercisable for Shares of the Company, other than the Shares set forth on Exhibit A hereto. The Stockholder has full power to vote the Shares as provided herein. Neither the Stockholder nor any of the Shares is subject to

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any voting trust, proxy or other agreement, arrangement or restriction with respect to the voting or disposition of the Shares, except as otherwise contemplated by this Agreement or the Merger Agreement.

(d) (i) Other than filings required by the SEC or the New York Stock Exchange, no filing with, and no permit, authorization, consent or approval of any state, federal or foreign governmental authority is necessary on the part of the Stockholder for the execution and delivery of this Agreement by the Stockholder and the performance by the Stockholder of the Stockholder's obligations under this Agreement and (ii) neither the execution and delivery of this Agreement by the Stockholder nor the performance by the Stockholder of the Stockholder's obligations under this Agreement nor compliance by the Stockholder with any of the provisions hereof shall (A) result in the creation of an encumbrance on any of the Shares or (B) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Stockholder or any of the Shares, except in the case of (A) or (B) for restrictions on transfer under the Securities Act of 1933, as amended or violations, breaches or defaults that would not in the aggregate materially impair the ability of the Stockholder to perform its obligations hereunder.

(e) As of the date hereof, there is no Action pending or, to the knowledge of the Stockholder, threatened against or affecting the Stockholder and/or any of its Affiliates before or by any Governmental Authority that would reasonably be expected to impair the ability of the Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby in a timely manner.

(f) The Stockholder understands and acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance upon the Stockholder's execution and delivery of this Agreement.

1.5A. Representations and Warranties of Parent and Merger Sub. Each of Parent and Merger Sub hereby represents and warrants to Stockholder jointly and severally as follows: (a) each of Parent and Merger Sub has all requisite power and authority to execute and deliver this Agreement and to perform their obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement have been duly authorized by each of Parent and Merger Sub. This Agreement has been duly executed and delivered by each of Parent and Merger Sub and, assuming this Agreement constitutes a valid and binding obligation of Stockholder constitutes a valid and binding obligation of each of Parent and Merger Sub enforceable against the each of Parent and Merger Sub in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or by principles governing the availability of equitable remedies.

1.6 Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, except that Parent may assign all or any of its rights and obligations hereunder to any affiliate of Parent; provided, however, that no such assignment shall relieve the assigning party of its obligations hereunder if such assignee does not perform such obligations. Subject to the preceding sentence, this Agreement shall be binding upon, inure solely to the benefit of, and be enforceable by, the parties hereto and their respective permitted successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to or shall confer on any person other than the parties hereto or their respective heirs, successors, executors, administrators and assigns any rights, benefits, remedies, obligations or liabilities of any nature whatsoever under or by reason of this Agreement.

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1.7 Termination. This Agreement, and all rights and obligations of the parties hereunder, shall terminate upon the first to occur of (i) the later of (A) the Termination Date as set forth in the Merger Agreement on the date hereof (the “Original Termination Date”) or (B) such later date not to exceed 45 calendar days from the Original Termination Date that the Company’s Board approves as an extension to the Termination Date, (ii) the Effective Time, (iii) the date on which the Merger Agreement is terminated in accordance with its terms, (iv) the entry without the prior written consent of Stockholder into any amendment or modification to the Merger Agreement or any waiver of any of Parent’s obligations under the Merger Agreement, in each case, that results in (A) a decrease in the Offer Price or Merger Consideration, or (B) a change in the form of Offer Price or Merger Consideration, or (v) the mutual written agreement of the parties to terminate this Agreement; but in all cases in no event more than 165 calendar days from the date of this Agreement. In the event of termination of this Agreement pursuant to this Section 1.7, this Agreement will become null and void and of no effect with no liability on the part of any party hereto; *provided, however*, that no such termination will relieve any party hereto from any liability for any willful, knowing and material breach of this Agreement occurring prior to such termination.

1.8 Stockholder Capacity. Notwithstanding anything to the contrary in this Agreement, the parties acknowledge that (i) the Stockholder is entering into this Agreement solely in the Stockholder’s capacity as a record and/or beneficial owner of the Company Common Stock and not in such Stockholder’s capacity as a director, officer or employee of the Company (as applicable) or in the Stockholder’s capacity as a trustee or fiduciary of any Company Employee Plans and (ii) nothing in this Agreement is intended to limit or restrict the Stockholder from taking any action or inaction or voting in the Stockholder’s sole discretion on any matter in his or her capacity as a director of the Company or in the Stockholder’s capacity as a trustee or fiduciary of any Company Employee Plans (if applicable), including, for the avoidance of doubt, taking any action permitted by Sections 7.3 and 7.4 of the Merger Agreement, and none of such actions in such capacity shall be deemed to constitute a breach of this Agreement.

1.9 Parent. Nothing herein shall be construed to limit or affect any action or inaction by (i) Parent or Merger Sub in accordance with the terms of the Merger Agreement or (ii) any Affiliate, officer, director or direct or indirect equity holder of Parent or Merger Sub acting in his or her capacity as a director or officer of Parent or Merger Sub; provided, however, that this Section 1.11 shall not relieve any such Person from any liability or obligation that he, she or it may have independently of this Agreement or as a consequence of any action or inaction by such Person.

1.10 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent, or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to the Stockholder, and Parent and Merger Sub shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct the Stockholder in the disposition or voting of any of the Shares, except as otherwise provided herein.

1.11 General Provisions.

(a) Except as otherwise set forth in the Merger Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense, whether or not the transactions contemplated hereby are consummated.

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(b) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in a writing that refers to this Agreement and signed, in the case of an amendment, by each of the parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable law.

(c) Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if (i) personally delivered, (ii) mailed by registered or certified first-class mail, prepaid with return receipt requested, (iii) sent by a nationally recognized overnight courier service, to the recipient at the address below indicated or (iv) delivered by facsimile or email which is confirmed in writing by sending a copy of such facsimile or email to the recipient thereof pursuant to clause (i) or (iii) above:

If to Parent and Merger Sub:

MaxLinear, Inc.  
5966 La Place Court, Suite 100  
Carlsbad, CA 92008  
Attention: Adam Spice  
Facsimile No: 949-753-8110

With a required copy to (which shall not constitute notice):

Wilson Sonsini Goodrich & Rosati  
Professional Corporation  
12235 El Camino Real  
San Diego, California 92130  
Attention: Robert F. Kornegay and Denny Kwon  
Email: rkornegay@wsgr.com and dkwon@wsgr.com  
Facsimile No.: (858) 350-2399

If to the Stockholder:

c/o Simcoe Capital Management, LLC  
509 Madison Avenue, Suite 2200  
New York, New York 10022  
Attention: Jeffrey Jacobowitz  
Email: jeff@simcoecap.com  
Facsimile No.: (212) 401-4756

With a required copy to (which shall not constitute notice):

Olshan Frome Wolosky LLP  
1325 Avenue of the Americas  
New York, New York 10019  
Attention: Steve Wolosky  
Email: swolosky@olshanlaw.com  
Facsimile No.: (212) 451-2222

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(d) When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.”

(e) This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Signatures delivered by facsimile or electronic transmission shall be binding for all purposes hereof.

(f) This Agreement and the Merger Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

(g) This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to any applicable conflicts of law.

(h) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction and proper venue of the Court of Chancery of the State of Delaware, and each party consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes all right to attack the suitability or convenience of such venue or forum by reason of their present or future domiciles, or by any other reason. The parties acknowledge that all directions issued by the forum court, including all injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries. Each of the parties hereto hereby waives to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated hereby.

(i) If any provision of this Agreement or the application thereof to any party or set of circumstances shall, in any jurisdiction and to any extent, be finally held invalid or unenforceable by any rule of law or public policy, such term or provision shall only be ineffective as to such jurisdiction, and only to the extent of such invalidity or unenforceability, without invalidating or rendering unenforceable any other terms or provisions of this Agreement or under any other circumstances, and the parties shall negotiate in good faith a substitute provision which comes as close as possible to the invalidated or unenforceable term or provision, and which puts each party in a position as nearly comparable as possible to the position it would have been in but for the finding of invalidity or unenforceability, while remaining valid and enforceable.

(j) Each of the parties acknowledges that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and agrees that the parties' respective remedies at law for a breach or threatened breach of any of the provisions of this Agreement would be inadequate and, in recognition of that fact, each agrees that, in the event of a breach or threatened breach by any party of the provisions of this Agreement, in addition to any remedies at law or damages, each party, respectively, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available in order to enforce the terms hereof.

*[Signature pages follow]*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**MAXLINEAR, INC.**

By: /s/ Kishore Seendripu  
Name: Kishore Seendripu  
Title: President and Chief Executive Officer

**EAGLE ACQUISITION CORPORATION**

By: /s/ Kishore Seendripu  
Name: Kishore Seendripu  
Title: President and Chief Executive Officer

*[Signature Page to Support Agreement]*

**SIMCOE PARTNERS, L.P.**

By: Simcoe Management Company, LLC  
General Partner

By: /s/ Jeffrey Jacobowitz

Name: Jeffrey Jacobowitz  
Title: Managing Member

**SIMCOE MANAGEMENT COMPANY, LLC**

By: /s/ Jeffrey Jacobowitz

Name: Jeffrey Jacobowitz  
Title: Managing Member

**SDR PARTNERS, LLC**

By: Simcoe Capital Management, LLC

Investment Manager

By: /s/ Jeffrey Jacobowitz

Name: Jeffrey Jacobowitz  
Title: Managing Member

**SIMCOE CAPITAL MANAGEMENT, LLC**

By: /s/ Jeffrey Jacobowitz

Name: Jeffrey Jacobowitz  
Title: Managing Member

/s/ Jeffrey Jacobowitz

**JEFFREY JACOBOWITZ**

*[Signature Page to Support Agreement]*



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**Exhibit A**  
**Stockholder Security Ownership and Voting Information**

<b><u>Name</u></b>	<b><u>Beneficial Ownership (as of the date hereof)</u></b>
Simcoe Partners, L.P. (“Simcoe Partners”)	2,324,663 shares of Company Common Stock beneficially owned directly
Simcoe Management Company, LLC (“Simcoe Management”)	2,324,663 shares of Company Common Stock (consisting of shares of Company Common Stock beneficially owned directly by Simcoe Partners)
SDR Partners, LLC (“SDR Partners”)	119,031 shares of Company Common Stock beneficially owned directly
Simcoe Capital Management, LLC (“Simcoe Capital”)	2,577,901 shares of Company Common Stock (consisting of (i) 2,324,663 shares of Company Common Stock beneficially owned directly by Simcoe Partners (ii) 119,031 shares of Company Common Stock beneficially owned directly by SDR Partners and (iii) 134,207 shares of Company Common Stock held in certain accounts for which Simcoe Capital serves as investment manager)
Jeffrey Jacobowitz	<p>2,577,901 shares of Company Common Stock (consisting of (i) 2,324,663 shares of Company Common Stock beneficially owned directly by Simcoe Partners (ii) 119,031 shares of Company Common Stock beneficially owned directly by SDR Partners and (iii) 134,207 shares of Company Common Stock held in certain accounts for which Simcoe Capital serves as investment manager)</p> <p>Awards granted to Mr. Jacobowitz as a director of the Company: (i) 25,667 shares of Company Common Stock underlying RSUs, which vest in four annual installments of 7,000 units each on, with respect to each year, the earlier to occur of the anniversary of the grant date or the annual meeting of the stockholders that occurs in such year (with the first such installment, in the case of a prorated award, consisting of the prorated portion of the first 7,000 units) and (ii) 40,000 shares of Company Common Stock underlying stock options, which vest in four annual installments of 10,000 units, options vest 25% per year on the anniversary date of the grant.</p>

**SUPPORT AGREEMENT**

This Support Agreement (this "Agreement") is entered into as of March 28, 2017 by and among MaxLinear, Inc., a Delaware corporation ("Parent"), Eagle Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), and the person listed as a stockholder of Exar Corporation, a Delaware corporation (the "Company"), on the signature page hereto (the "Stockholder").

**RECITALS**

WHEREAS, concurrently with the execution and delivery of this Agreement, the Company, Merger Sub and Parent are entering into an Agreement and Plan of Merger dated as of the date hereof (as the same may be amended or supplemented, the "Merger Agreement"), which provides, among other things, for Merger Sub to commence a tender offer (the "Offer") to acquire all of the outstanding shares of the Company at a price of Thirteen Dollars and zero cents (\$13.00) per share of the Company, net to the holder thereof in cash, without interest (such amount being hereinafter referred to as the "Offer Price"), and following the completion of the Offer, the merger of Merger Sub with and into the Company (the "Merger"), with the Company continuing as the surviving corporation and becoming a wholly-owned subsidiary of Parent, all on the terms and subject to the conditions set forth in the Merger Agreement. Capitalized terms used herein that are not defined shall have the meanings set forth in the Merger Agreement.

WHEREAS, the Stockholder is the record and beneficial owner of the number of shares of Company Common Stock set forth on Exhibit A hereto (such shares, as they may be adjusted by stock dividend, stock split, recapitalization, combination or exchange of shares, merger, consolidation, reorganization or other change or transaction of or by the Company, together with securities of the Company for which Stockholder has "beneficial ownership," as that term is defined in Rule 13d-3 under the Exchange Act, and shares that may be acquired after the date hereof, including upon vesting of any restricted stock units on Company Common Stock held by the Stockholder or upon the exercise of any options to acquire Company Common Stock by the Stockholder, are collectively referred to herein as the "Shares").

WHEREAS, as an inducement and a condition to the willingness of Parent and Merger Sub to enter into the Merger Agreement, and in consideration of the substantial expenses incurred and to be incurred by them in connection therewith, the Stockholder has agreed to enter into, be legally bound by and perform this Agreement pursuant to which the Stockholder agrees to tender its Shares into the Offer and to take (and refrain from taking) certain other actions in connection with the transactions contemplated by the Merger Agreement.

**AGREEMENTS**

In consideration of the recitals and the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

**1.1 Tender Agreements.**

(a) Agreement to Tender Shares in Offer. Unless this Agreement shall have been terminated pursuant to the terms hereof or the Offer is terminated in accordance with the terms of the Merger Agreement, the Stockholder hereby agrees that such Stockholder shall validly tender (and deliver any certificates evidencing, or an appropriate affidavit of lost certificate with respect thereto, to

the extent such certificates have been lost, misplaced or destroyed) its Shares held in record name, or direct the broker or such other Person that is the holder of record of any Shares held beneficially by the Stockholder to validly tender such Shares, into the Offer promptly following, and in any event no later than fifteen (15) business days after commencement (within the meaning of Rule 14d-2 under the Exchange Act) of the Offer (or if the Stockholder has not received the Offer Documents by such time, within four (4) business days following receipt of such documents) and no later than five (5) business days after such Stockholder acquires beneficial ownership of any additional Shares in accordance with the procedures set forth in the Offer Documents, free and clear of all Liens.

(b) Termination of Offer. If the Offer is terminated or withdrawn by Merger Sub, or the Merger Agreement is terminated prior to the purchase of Shares in the Offer, Parent and Merger Sub shall promptly and in any event no later than three (3) business days return, and shall cause any depository or paying agent, acting on behalf of Parent and Merger Sub, to promptly and in any event no later than three (3) business days return all tendered Shares to the Stockholder.

(c) Agreement Not to Tender Shares in Competing Offer. At all times commencing with the execution and delivery of this Agreement and continuing until this Agreement shall have been terminated pursuant to the terms hereof, Stockholder shall not tender the Shares into any tender or exchange offer commenced by a Person other than Parent, Merger Sub or any other Subsidiary of Parent.

1.2 Other Covenants of the Stockholder. The Stockholder agrees, while this Agreement is in effect, as follows:

(a) The Stockholder shall not, directly or indirectly, (i) sell, transfer (including by operation of law), pledge, assign or otherwise encumber or dispose of, or enter into any agreement, option or other arrangement (including any profit sharing arrangement) or understanding with respect to any of the Shares to any person other than Parent or Parent's designee; (ii) grant any proxy, power-of-attorney or other authorization or consent with respect to any of the Shares related to any matter that is inconsistent with the Offer, the Merger, or any transactions contemplated by the Merger Agreement or the provisions thereof; (iii) deposit any of the Shares into a voting trust, or enter into a voting agreement or arrangement with respect to any of the Shares; or (iv) knowingly, directly or indirectly, take, or cause the taking of, any other action that would restrict, limit or interfere with the performance of the Stockholder's obligations hereunder; *provided, that*, in the event that the Stockholder is a party, as of February 19, 2017, to a written plan for trading the Shares in accordance with Rule 10b5-1 under the Exchange Act (a "10b5-1 Plan"), the Stockholder may sell pursuant to such 10b5-1 Plan up to that number of Shares as permitted to be sold under such 10b5-1 Plan; *provided, that*, after February 19, 2017, the Stockholder shall not (x) amend such 10b5-1 Plan to increase the number of Shares eligible for sale under such 10b5-1 Plan, (y) deposit any Shares into a voting trust or enter into any voting arrangement, whether by proxy, voting agreement, voting trust, power-of-attorney, attorney-in-fact, agent or otherwise, with respect to the Shares, except as contemplated by this Agreement, or (z) take any other action that would in any way make any representation or warranty of the Stockholder herein untrue or incorrect in any material respect. Notwithstanding the foregoing, the Stockholder may transfer any or all of his, her or its Shares as follows: (1) in the case of a Stockholder that is an entity, to any parent entity, subsidiary or affiliate under common control with such Stockholder, or to a partner or member of such Stockholder, and (2) in the case of a Stockholder that is an individual, to the Stockholder's spouse, ancestors, descendants or any trust for any of their benefits or to a charitable organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or qualified as a charitable organization under the equivalent laws of Canada or its provinces; *provided however*, that in any such case, prior to and as a condition to the effectiveness of such transfer, (A) each person to which any of such Shares or any interest in any of such Shares is or may be transferred shall

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have executed and delivered to Parent and Merger Sub a counterpart to this Agreement pursuant to which such person shall be bound by all of the terms and provisions of this Agreement, and (B) this Agreement shall be the legal, valid and binding agreement of such person, enforceable against such person in accordance with its terms.

(b) At any meeting of stockholders of the Company, the Stockholder shall vote (or cause to be voted) all of the Shares: (i) against any inquiry, proposal, offer, indication of interest or transaction that constitutes or could reasonably be expected to lead to, an Acquisition Proposal or Acquisition Transaction relating to the Company and (ii) against any action, proposal, transaction or agreement which would reasonably be expected to impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the Offer or the Merger or the fulfillment of Parent's, the Company's, or Merger Sub's conditions under the Merger Agreement or change in any manner the voting rights of any security of the Company (including by any amendments to the Company's charter or bylaws). Except as set forth in clauses (i) and (ii) of this Section 1.2(b) or clause (A) of Section 1.3, Stockholder shall not be restricted from voting in favor of, against or abstaining with respect to any other matters presented to the stockholders of the Company.

(c) The Stockholder shall use commercially reasonable efforts to take, or cause to be taken, all reasonable actions, and to do, or cause to be done, all things reasonably necessary to fulfill the Stockholder's obligations under this Agreement. Nothing herein shall require the Stockholder to exercise any unexercised Company Stock Awards held by the Stockholder.

(d) The Stockholder shall not exercise any rights (including under Section 262 of the Delaware General Corporation Law) to demand appraisal of any Shares that may arise with respect to the Offer or the Merger.

(e) The Stockholder authorizes and agrees to permit Parent and Merger Sub to publish and disclose in the Offer Documents and any related filings under the securities laws of the United States or any state thereof the Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement and any other information required by applicable Law; *provided that*, Parent shall provide Stockholder and its counsel reasonable opportunity to review and comment thereon, and Parent shall give reasonable consideration to any such comments. None of the information relating to the Stockholder provided by or on behalf of the Stockholder in writing for inclusion in the Offer Documents will, at the respective times that the Offer Documents are filed with the SEC or are first mailed to the holders of the Company Common Stock, contain any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of Parent and Merger Sub authorizes and agrees to permit the Stockholder to make such disclosure or filings as may be required by the SEC or the New York Stock Exchange or any other national securities exchange relating to the existence and contents of this Agreement; *provided that* the Stockholder shall provide Parent and its counsel reasonable opportunity to review and comment thereon, and the Stockholder shall give reasonable consideration to any such comments.

### 1.3 Grant of Irrevocable Proxy Coupled with an Interest; Appointment of Proxy.

(a) The Stockholder hereby irrevocably (until this Agreement shall have been terminated pursuant to the terms hereof) (i) grants to Parent and any designee of Parent, alone or together, the Stockholder's proxy, and (ii) appoints Parent and any designee of Parent as the Stockholder's proxy, attorney-in-fact and agent (with full power of substitution and resubstitution), alone or together, in each case, for and in the name, place and stead of the Stockholder, to vote the

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Shares, or grant a consent or approval in respect of the Shares at any meeting of the stockholders of the Company or at any adjournment thereof or in any other circumstances upon which their vote, consent or other approval is sought (A) in favor of the Offer, the Merger, the adoption of the Merger Agreement and the approval of the other transactions contemplated by the Merger Agreement; and/or (B) otherwise in accordance with the Stockholder's voting obligations in Section 1.2(b).

(b) The Stockholder agrees to execute such documents or certificates evidencing such proxy as Parent may reasonably request. The Stockholder acknowledges receipt and review of a copy of the Merger Agreement.

(c) The Stockholder represents that any proxies heretofore given in respect of the Shares are not irrevocable, and that any such proxies are hereby revoked.

(d) THE STOCKHOLDER HEREBY AFFIRMS THAT THE PROXY SET FORTH IN THIS SECTION 1.3 IS COUPLED WITH AN INTEREST AND IS IRREVOCABLE UNTIL SUCH TIME AS THIS AGREEMENT TERMINATES IN ACCORDANCE WITH ITS TERMS. The Stockholder hereby further affirms that the irrevocable proxy is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of the Stockholder under this Agreement. The Stockholder hereby ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof. Such irrevocable proxy shall be valid until the termination of this Agreement in accordance with its terms. The power of attorney granted by the Stockholder is a durable power of attorney and shall survive the bankruptcy, dissolution, death or incapacity of the Stockholder.

1.4 Non-Solicitation. During the term of this Agreement, the Stockholder agrees to comply with the terms of Section 7.2 of the Merger Agreement as if it were a party thereto.

1.5 Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to Parent and Merger Sub as follows:

(a) The Stockholder has all requisite power and authority to execute and deliver this Agreement and to perform the Stockholder's obligations under this Agreement.

(b) The execution, delivery and performance of this Agreement have been duly authorized by the Stockholder. This Agreement has been duly executed and delivered by the Stockholder and, assuming this Agreement constitutes a valid and binding obligation of Parent and Merger Sub constitutes a valid and binding obligation of the Stockholder enforceable against the Stockholder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or by principles governing the availability of equitable remedies. The failure of the spouse, if any, of any Stockholder that is an individual, to be a party or signatory to this Agreement shall not (A) prevent the Stockholder from performing the Stockholder's obligations contemplated hereunder or (B) prevent this Agreement from constituting the legal, valid and binding obligation of the Stockholder in accordance with its terms.

(c) The Shares and the certificates (or any book-entry notations used to represent any uncertificated shares of Company Common Stock) representing the Shares are now, and at all times during the term hereof will be, held by the Stockholder, or by a nominee or custodian for the benefit of the Stockholder, and the Stockholder has valid title to the Shares, free and clear of any Liens (including voting trusts and voting commitments). As of the date of this Agreement, the Stockholder does not own of record or beneficially any Shares of the Company, or any options, warrants or rights exercisable for Shares of the Company, other than the Shares set forth on Exhibit A hereto. The Stockholder has full

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power to vote the Shares as provided herein. Neither the Stockholder nor any of the Shares is subject to any voting trust, proxy or other agreement, arrangement or restriction with respect to the voting or disposition of the Shares, except as otherwise contemplated by this Agreement or the Merger Agreement.

(d) (i) Other than filings required by the SEC or the New York Stock Exchange, no filing with, and no permit, authorization, consent or approval of any state, federal or foreign governmental authority is necessary on the part of the Stockholder for the execution and delivery of this Agreement by the Stockholder and the performance by the Stockholder of the Stockholder's obligations under this Agreement and (ii) neither the execution and delivery of this Agreement by the Stockholder nor the performance by the Stockholder of the Stockholder's obligations under this Agreement nor compliance by the Stockholder with any of the provisions hereof shall (A) result in the creation of an encumbrance on any of the Shares or (B) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Stockholder or any of the Shares, except in the case of (A) or (B) for restrictions on transfer under the Securities Act of 1933, as amended or violations, breaches or defaults that would not in the aggregate materially impair the ability of the Stockholder to perform its obligations hereunder.

(e) As of the date hereof, there is no Action pending or, to the knowledge of the Stockholder, threatened against or affecting the Stockholder and/or any of its Affiliates before or by any Governmental Authority that would reasonably be expected to impair the ability of the Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby in a timely manner.

(f) The Stockholder understands and acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance upon the Stockholder's execution and delivery of this Agreement.

**1.5A. Representations and Warranties of Parent and Merger Sub.** Each of Parent and Merger Sub hereby represents and warrants to Stockholder jointly and severally as follows: (a) each of Parent and Merger Sub has all requisite power and authority to execute and deliver this Agreement and to perform their obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement have been duly authorized by each of Parent and Merger Sub. This Agreement has been duly executed and delivered by each of Parent and Merger Sub and, assuming this Agreement constitutes a valid and binding obligation of Stockholder constitutes a valid and binding obligation of each of Parent and Merger Sub enforceable against the each of Parent and Merger Sub in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or by principles governing the availability of equitable remedies.

**1.6 Assignment; Binding Effect.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, except that Parent may assign all or any of its rights and obligations hereunder to any affiliate of Parent; provided, however, that no such assignment shall relieve the assigning party of its obligations hereunder if such assignee does not perform such obligations. Subject to the preceding sentence, this Agreement shall be binding upon, inure solely to the benefit of, and be enforceable by, the parties hereto and their respective permitted successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to or shall confer on any person other than the parties hereto or their respective heirs, successors, executors, administrators and assigns any rights, benefits, remedies, obligations or liabilities of any nature whatsoever under or by reason of this Agreement.

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1.7 Termination. This Agreement, and all rights and obligations of the parties hereunder, shall terminate upon the first to occur of (i) the Effective Time, (ii) the date on which the Merger Agreement is terminated in accordance with its terms, (iii) the entry without the prior written consent of Stockholder into any amendment or modification to the Merger Agreement or any waiver of any of Parent's obligations under the Merger Agreement, in each case, that results in (A) a decrease in the Offer Price or Merger Consideration, or (B) a change in the form of Offer Price or Merger Consideration, or (iv) the mutual written agreement of the parties to terminate this Agreement. In the event of termination of this Agreement pursuant to this Section 1.7, this Agreement will become null and void and of no effect with no liability on the part of any party hereto; *provided, however*, that no such termination will relieve any party hereto from any liability for any willful, knowing and material breach of this Agreement occurring prior to such termination.

1.8 Stockholder Capacity. Notwithstanding anything to the contrary in this Agreement, the parties acknowledge that (i) the Stockholder is entering into this Agreement solely in the Stockholder's capacity as a record and/or beneficial owner of the Company Common Stock and not in such Stockholder's capacity as a director, officer or employee of the Company (as applicable) or in the Stockholder's capacity as a trustee or fiduciary of any Company Employee Plans and (ii) nothing in this Agreement is intended to limit or restrict the Stockholder from taking any action or inaction or voting in the Stockholder's sole discretion on any matter in his or her capacity as a director of the Company or in the Stockholder's capacity as a trustee or fiduciary of any Company Employee Plans (if applicable), including, for the avoidance of doubt, taking any action permitted by Sections 7.3 and 7.4 of the Merger Agreement, and none of such actions in such capacity shall be deemed to constitute a breach of this Agreement.

1.9 Parent. Nothing herein shall be construed to limit or affect any action or inaction by (i) Parent or Merger Sub in accordance with the terms of the Merger Agreement or (ii) any Affiliate, officer, director or direct or indirect equity holder of Parent or Merger Sub acting in his or her capacity as a director or officer of Parent or Merger Sub; provided, however, that this Section 1.11 shall not relieve any such Person from any liability or obligation that he, she or it may have independently of this Agreement or as a consequence of any action or inaction by such Person.

1.10 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent, or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to the Stockholder, and Parent and Merger Sub shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct the Stockholder in the disposition or voting of any of the Shares, except as otherwise provided herein.

1.11 General Provisions.

(a) Except as otherwise set forth in the Merger Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense, whether or not the transactions contemplated hereby are consummated.

(b) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in a writing that refers to this Agreement and signed, in the case of an amendment, by each of the parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any

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other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable law.

(c) Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if (i) personally delivered, (ii) mailed by registered or certified first-class mail, prepaid with return receipt requested, (iii) sent by a nationally recognized overnight courier service, to the recipient at the address below indicated or (iv) delivered by facsimile or email which is confirmed in writing by sending a copy of such facsimile or email to the recipient thereof pursuant to clause (i) or (iii) above:

If to Parent and Merger Sub:

MaxLinear, Inc.  
5966 La Place Court, Suite 100  
Carlsbad, CA 92008  
Attention: Adam Spice  
Facsimile No: 949-753-8110

With a required copy to (which shall not constitute notice):

Wilson Sonsini Goodrich & Rosati  
Professional Corporation  
12235 El Camino Real  
San Diego, California 92130  
Attention: Robert F. Kornegay and Denny Kwon  
Email: rkornegay@wsgr.com and dkwon@wsgr.com  
Facsimile No.: (858) 350-2399

If to the Stockholder:

At the address and facsimile number and email address set forth set forth in Exhibit A hereto; or to such other address as any party hereto may, from time to time, designate in a written notice given in like manner.

(d) When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

(e) This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Signatures delivered by facsimile or electronic transmission shall be binding for all purposes hereof.

(f) This Agreement and the Merger Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.



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(g) This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to any applicable conflicts of law.

(h) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction and proper venue of the Court of Chancery of the State of Delaware, and each party consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes all right to attack the suitability or convenience of such venue or forum by reason of their present or future domiciles, or by any other reason. The parties acknowledge that all directions issued by the forum court, including all injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries. Each of the parties hereto hereby waives to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated hereby.

(i) If any provision of this Agreement or the application thereof to any party or set of circumstances shall, in any jurisdiction and to any extent, be finally held invalid or unenforceable by any rule of law or public policy, such term or provision shall only be ineffective as to such jurisdiction, and only to the extent of such invalidity or unenforceability, without invalidating or rendering unenforceable any other terms or provisions of this Agreement or under any other circumstances, and the parties shall negotiate in good faith a substitute provision which comes as close as possible to the invalidated or unenforceable term or provision, and which puts each party in a position as nearly comparable as possible to the position it would have been in but for the finding of invalidity or unenforceability, while remaining valid and enforceable.

(j) Each of the parties acknowledges that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and agrees that the parties' respective remedies at law for a breach or threatened breach of any of the provisions of this Agreement would be inadequate and, in recognition of that fact, each agrees that, in the event of a breach or threatened breach by any party of the provisions of this Agreement, in addition to any remedies at law or damages, each party, respectively, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available in order to enforce the terms hereof.

*[Signature pages follow]*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**MAXLINEAR, INC.**

By: /s/ Kishore Seendripu  
Name: Kishore Seendripu  
Title: President and Chief Executive Officer

**EAGLE ACQUISITION CORPORATION**

By: /s/ Kishore Seendripu  
Name: Kishore Seendripu  
Title: President and Chief Executive Officer

*[Signature Page to Support Agreement]*

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**COMPANY STOCKHOLDER**

/s/ Keith Tainsky

Keith Tainsky

*[Signature Page to Support Agreement]*

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**Exhibit A**  
**Stockholder Security Ownership and Voting Information**

Name and Address of Stockholder

Name: Keith Tainsky

Address:  
614 W. Kaibab Place

Chandler, AZ 85248

Number and class of Shares beneficially owned by the  
Stockholder as of the date hereof:

0 shares of Company Common Stock

222,500 shares of Company Common Stock issuable upon  
exercise or vesting of Company stock options

49,999 shares of Company Common Stock issuable upon  
settlement of Company restricted stock units

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SUPPORT AGREEMENT

This Support Agreement (this "Agreement") is entered into as of March 28, 2017 by and among MaxLinear, Inc., a Delaware corporation ("Parent"), Eagle Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), and the person listed as a stockholder of Exar Corporation, a Delaware corporation (the "Company"), on the signature page hereto (the "Stockholder").

### RECITALS

WHEREAS, concurrently with the execution and delivery of this Agreement, the Company, Merger Sub and Parent are entering into an Agreement and Plan of Merger dated as of the date hereof (as the same may be amended or supplemented, the "Merger Agreement"), which provides, among other things, for Merger Sub to commence a tender offer (the "Offer") to acquire all of the outstanding shares of the Company at a price of Thirteen Dollars and zero cents (\$13.00) per share of the Company, net to the holder thereof in cash, without interest (such amount being hereinafter referred to as the "Offer Price"), and following the completion of the Offer, the merger of Merger Sub with and into the Company (the "Merger"), with the Company continuing as the surviving corporation and becoming a wholly-owned subsidiary of Parent, all on the terms and subject to the conditions set forth in the Merger Agreement. Capitalized terms used herein that are not defined shall have the meanings set forth in the Merger Agreement.

WHEREAS, the Stockholder is the record and beneficial owner of the number of shares of Company Common Stock set forth on Exhibit A hereto (such shares, as they may be adjusted by stock dividend, stock split, recapitalization, combination or exchange of shares, merger, consolidation, reorganization or other change or transaction of or by the Company, together with securities of the Company for which Stockholder has "beneficial ownership," as that term is defined in Rule 13d-3 under the Exchange Act, and shares that may be acquired after the date hereof, including upon vesting of any restricted stock units on Company Common Stock held by the Stockholder or upon the exercise of any options to acquire Company Common Stock by the Stockholder, are collectively referred to herein as the "Shares").

WHEREAS, as an inducement and a condition to the willingness of Parent and Merger Sub to enter into the Merger Agreement, and in consideration of the substantial expenses incurred and to be incurred by them in connection therewith, the Stockholder has agreed to enter into, be legally bound by and perform this Agreement pursuant to which the Stockholder agrees to tender its Shares into the Offer and to take (and refrain from taking) certain other actions in connection with the transactions contemplated by the Merger Agreement.

### AGREEMENTS

In consideration of the recitals and the representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

#### 1.1 Tender Agreements.

(a) Agreement to Tender Shares in Offer. Unless this Agreement shall have been terminated pursuant to the terms hereof or the Offer is terminated in accordance with the terms of the Merger Agreement, the Stockholder hereby agrees that such Stockholder shall validly tender (and deliver any certificates evidencing, or an appropriate affidavit of lost certificate with respect thereto, to

the extent such certificates have been lost, misplaced or destroyed) its Shares held in record name, or direct the broker or such other Person that is the holder of record of any Shares held beneficially by the Stockholder to validly tender such Shares, into the Offer promptly following, and in any event no later than fifteen (15) business days after commencement (within the meaning of Rule 14d-2 under the Exchange Act) of the Offer (or if the Stockholder has not received the Offer Documents by such time, within four (4) business days following receipt of such documents) and no later than five (5) business days after such Stockholder acquires beneficial ownership of any additional Shares in accordance with the procedures set forth in the Offer Documents, free and clear of all Liens.

(b) Termination of Offer. If the Offer is terminated or withdrawn by Merger Sub, or the Merger Agreement is terminated prior to the purchase of Shares in the Offer, Parent and Merger Sub shall promptly and in any event no later than three (3) business days return, and shall cause any depository or paying agent, acting on behalf of Parent and Merger Sub, to promptly and in any event no later than three (3) business days return all tendered Shares to the Stockholder.

(c) Agreement Not to Tender Shares in Competing Offer. At all times commencing with the execution and delivery of this Agreement and continuing until this Agreement shall have been terminated pursuant to the terms hereof, Stockholder shall not tender the Shares into any tender or exchange offer commenced by a Person other than Parent, Merger Sub or any other Subsidiary of Parent.

1.2 Other Covenants of the Stockholder. The Stockholder agrees, while this Agreement is in effect, as follows:

(a) The Stockholder shall not, directly or indirectly, (i) sell, transfer (including by operation of law), pledge, assign or otherwise encumber or dispose of, or enter into any agreement, option or other arrangement (including any profit sharing arrangement) or understanding with respect to any of the Shares to any person other than Parent or Parent's designee; (ii) grant any proxy, power-of-attorney or other authorization or consent with respect to any of the Shares related to any matter that is inconsistent with the Offer, the Merger, or any transactions contemplated by the Merger Agreement or the provisions thereof; (iii) deposit any of the Shares into a voting trust, or enter into a voting agreement or arrangement with respect to any of the Shares; or (iv) knowingly, directly or indirectly, take, or cause the taking of, any other action that would restrict, limit or interfere with the performance of the Stockholder's obligations hereunder; *provided, that*, in the event that the Stockholder is a party, as of February 19, 2017, to a written plan for trading the Shares in accordance with Rule 10b5-1 under the Exchange Act (a "10b5-1 Plan"), the Stockholder may sell pursuant to such 10b5-1 Plan up to that number of Shares as permitted to be sold under such 10b5-1 Plan; *provided, that*, after February 19, 2017, the Stockholder shall not (x) amend such 10b5-1 Plan to increase the number of Shares eligible for sale under such 10b5-1 Plan, (y) deposit any Shares into a voting trust or enter into any voting arrangement, whether by proxy, voting agreement, voting trust, power-of-attorney, attorney-in-fact, agent or otherwise, with respect to the Shares, except as contemplated by this Agreement, or (z) take any other action that would in any way make any representation or warranty of the Stockholder herein untrue or incorrect in any material respect. Notwithstanding the foregoing, the Stockholder may transfer any or all of his, her or its Shares as follows: (1) in the case of a Stockholder that is an entity, to any parent entity, subsidiary or affiliate under common control with such Stockholder, or to a partner or member of such Stockholder, and (2) in the case of a Stockholder that is an individual, to the Stockholder's spouse, ancestors, descendants or any trust for any of their benefits or to a charitable organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or qualified as a charitable organization under the equivalent laws of Canada or its provinces; *provided however*, that in any such case, prior to and as a condition to the effectiveness of such transfer, (A) each person to which any of such Shares or any interest in any of such Shares is or may be transferred shall

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have executed and delivered to Parent and Merger Sub a counterpart to this Agreement pursuant to which such person shall be bound by all of the terms and provisions of this Agreement, and (B) this Agreement shall be the legal, valid and binding agreement of such person, enforceable against such person in accordance with its terms.

(b) At any meeting of stockholders of the Company, the Stockholder shall vote (or cause to be voted) all of the Shares: (i) against any inquiry, proposal, offer, indication of interest or transaction that constitutes or could reasonably be expected to lead to, an Acquisition Proposal or Acquisition Transaction relating to the Company and (ii) against any action, proposal, transaction or agreement which would reasonably be expected to impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the Offer or the Merger or the fulfillment of Parent's, the Company's, or Merger Sub's conditions under the Merger Agreement or change in any manner the voting rights of any security of the Company (including by any amendments to the Company's charter or bylaws). Except as set forth in clauses (i) and (ii) of this Section 1.2(b) or clause (A) of Section 1.3, Stockholder shall not be restricted from voting in favor of, against or abstaining with respect to any other matters presented to the stockholders of the Company.

(c) The Stockholder shall use commercially reasonable efforts to take, or cause to be taken, all reasonable actions, and to do, or cause to be done, all things reasonably necessary to fulfill the Stockholder's obligations under this Agreement. Nothing herein shall require the Stockholder to exercise any unexercised Company Stock Awards held by the Stockholder.

(d) The Stockholder shall not exercise any rights (including under Section 262 of the Delaware General Corporation Law) to demand appraisal of any Shares that may arise with respect to the Offer or the Merger.

(e) The Stockholder authorizes and agrees to permit Parent and Merger Sub to publish and disclose in the Offer Documents and any related filings under the securities laws of the United States or any state thereof the Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement and any other information required by applicable Law; *provided that*, Parent shall provide Stockholder and its counsel reasonable opportunity to review and comment thereon, and Parent shall give reasonable consideration to any such comments. None of the information relating to the Stockholder provided by or on behalf of the Stockholder in writing for inclusion in the Offer Documents will, at the respective times that the Offer Documents are filed with the SEC or are first mailed to the holders of the Company Common Stock, contain any untrue statement of material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Each of Parent and Merger Sub authorizes and agrees to permit the Stockholder to make such disclosure or filings as may be required by the SEC or the New York Stock Exchange or any other national securities exchange relating to the existence and contents of this Agreement; *provided that* the Stockholder shall provide Parent and its counsel reasonable opportunity to review and comment thereon, and the Stockholder shall give reasonable consideration to any such comments.

### 1.3 Grant of Irrevocable Proxy Coupled with an Interest; Appointment of Proxy.

(a) The Stockholder hereby irrevocably (until this Agreement shall have been terminated pursuant to the terms hereof) (i) grants to Parent and any designee of Parent, alone or together, the Stockholder's proxy, and (ii) appoints Parent and any designee of Parent as the Stockholder's proxy, attorney-in-fact and agent (with full power of substitution and resubstitution), alone or together, in each case, for and in the name, place and stead of the Stockholder, to vote the

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Shares, or grant a consent or approval in respect of the Shares at any meeting of the stockholders of the Company or at any adjournment thereof or in any other circumstances upon which their vote, consent or other approval is sought (A) in favor of the Offer, the Merger, the adoption of the Merger Agreement and the approval of the other transactions contemplated by the Merger Agreement; and/or (B) otherwise in accordance with the Stockholder's voting obligations in Section 1.2(b).

(b) The Stockholder agrees to execute such documents or certificates evidencing such proxy as Parent may reasonably request. The Stockholder acknowledges receipt and review of a copy of the Merger Agreement.

(c) The Stockholder represents that any proxies heretofore given in respect of the Shares are not irrevocable, and that any such proxies are hereby revoked.

(d) THE STOCKHOLDER HEREBY AFFIRMS THAT THE PROXY SET FORTH IN THIS SECTION 1.3 IS COUPLED WITH AN INTEREST AND IS IRREVOCABLE UNTIL SUCH TIME AS THIS AGREEMENT TERMINATES IN ACCORDANCE WITH ITS TERMS. The Stockholder hereby further affirms that the irrevocable proxy is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of the Stockholder under this Agreement. The Stockholder hereby ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof. Such irrevocable proxy shall be valid until the termination of this Agreement in accordance with its terms. The power of attorney granted by the Stockholder is a durable power of attorney and shall survive the bankruptcy, dissolution, death or incapacity of the Stockholder.

1.4 Non-Solicitation. During the term of this Agreement, the Stockholder agrees to comply with the terms of Section 7.2 of the Merger Agreement as if it were a party thereto.

1.5 Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to Parent and Merger Sub as follows:

(a) The Stockholder has all requisite power and authority to execute and deliver this Agreement and to perform the Stockholder's obligations under this Agreement.

(b) The execution, delivery and performance of this Agreement have been duly authorized by the Stockholder. This Agreement has been duly executed and delivered by the Stockholder and, assuming this Agreement constitutes a valid and binding obligation of Parent and Merger Sub constitutes a valid and binding obligation of the Stockholder enforceable against the Stockholder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or by principles governing the availability of equitable remedies. The failure of the spouse, if any, of any Stockholder that is an individual, to be a party or signatory to this Agreement shall not (A) prevent the Stockholder from performing the Stockholder's obligations contemplated hereunder or (B) prevent this Agreement from constituting the legal, valid and binding obligation of the Stockholder in accordance with its terms.

(c) The Shares and the certificates (or any book-entry notations used to represent any uncertificated shares of Company Common Stock) representing the Shares are now, and at all times during the term hereof will be, held by the Stockholder, or by a nominee or custodian for the benefit of the Stockholder, and the Stockholder has valid title to the Shares, free and clear of any Liens (including voting trusts and voting commitments). As of the date of this Agreement, the Stockholder does not own of record or beneficially any Shares of the Company, or any options, warrants or rights exercisable for Shares of the Company, other than the Shares set forth on Exhibit A hereto. The Stockholder has full



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power to vote the Shares as provided herein. Neither the Stockholder nor any of the Shares is subject to any voting trust, proxy or other agreement, arrangement or restriction with respect to the voting or disposition of the Shares, except as otherwise contemplated by this Agreement or the Merger Agreement.

(d) (i) Other than filings required by the SEC or the New York Stock Exchange, no filing with, and no permit, authorization, consent or approval of any state, federal or foreign governmental authority is necessary on the part of the Stockholder for the execution and delivery of this Agreement by the Stockholder and the performance by the Stockholder of the Stockholder's obligations under this Agreement and (ii) neither the execution and delivery of this Agreement by the Stockholder nor the performance by the Stockholder of the Stockholder's obligations under this Agreement nor compliance by the Stockholder with any of the provisions hereof shall (A) result in the creation of an encumbrance on any of the Shares or (B) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Stockholder or any of the Shares, except in the case of (A) or (B) for restrictions on transfer under the Securities Act of 1933, as amended or violations, breaches or defaults that would not in the aggregate materially impair the ability of the Stockholder to perform its obligations hereunder.

(e) As of the date hereof, there is no Action pending or, to the knowledge of the Stockholder, threatened against or affecting the Stockholder and/or any of its Affiliates before or by any Governmental Authority that would reasonably be expected to impair the ability of the Stockholder to perform its obligations hereunder or to consummate the transactions contemplated hereby in a timely manner.

(f) The Stockholder understands and acknowledges that Parent and Merger Sub are entering into the Merger Agreement in reliance upon the Stockholder's execution and delivery of this Agreement.

**1.5A. Representations and Warranties of Parent and Merger Sub.** Each of Parent and Merger Sub hereby represents and warrants to Stockholder jointly and severally as follows: (a) each of Parent and Merger Sub has all requisite power and authority to execute and deliver this Agreement and to perform their obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement have been duly authorized by each of Parent and Merger Sub. This Agreement has been duly executed and delivered by each of Parent and Merger Sub and, assuming this Agreement constitutes a valid and binding obligation of Stockholder constitutes a valid and binding obligation of each of Parent and Merger Sub enforceable against the each of Parent and Merger Sub in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or by principles governing the availability of equitable remedies.

**1.6 Assignment; Binding Effect.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties, except that Parent may assign all or any of its rights and obligations hereunder to any affiliate of Parent; provided, however, that no such assignment shall relieve the assigning party of its obligations hereunder if such assignee does not perform such obligations. Subject to the preceding sentence, this Agreement shall be binding upon, inure solely to the benefit of, and be enforceable by, the parties hereto and their respective permitted successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to or shall confer on any person other than the parties hereto or their respective heirs, successors, executors, administrators and assigns any rights, benefits, remedies, obligations or liabilities of any nature whatsoever under or by reason of this Agreement.

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1.7 Termination. This Agreement, and all rights and obligations of the parties hereunder, shall terminate upon the first to occur of (i) the Effective Time, (ii) the date on which the Merger Agreement is terminated in accordance with its terms, (iii) the entry without the prior written consent of Stockholder into any amendment or modification to the Merger Agreement or any waiver of any of Parent's obligations under the Merger Agreement, in each case, that results in (A) a decrease in the Offer Price or Merger Consideration, or (B) a change in the form of Offer Price or Merger Consideration, or (iv) the mutual written agreement of the parties to terminate this Agreement. In the event of termination of this Agreement pursuant to this Section 1.7, this Agreement will become null and void and of no effect with no liability on the part of any party hereto; *provided, however*, that no such termination will relieve any party hereto from any liability for any willful, knowing and material breach of this Agreement occurring prior to such termination.

1.8 Stockholder Capacity. Notwithstanding anything to the contrary in this Agreement, the parties acknowledge that (i) the Stockholder is entering into this Agreement solely in the Stockholder's capacity as a record and/or beneficial owner of the Company Common Stock and not in such Stockholder's capacity as a director, officer or employee of the Company (as applicable) or in the Stockholder's capacity as a trustee or fiduciary of any Company Employee Plans and (ii) nothing in this Agreement is intended to limit or restrict the Stockholder from taking any action or inaction or voting in the Stockholder's sole discretion on any matter in his or her capacity as a director of the Company or in the Stockholder's capacity as a trustee or fiduciary of any Company Employee Plans (if applicable), including, for the avoidance of doubt, taking any action permitted by Sections 7.3 and 7.4 of the Merger Agreement, and none of such actions in such capacity shall be deemed to constitute a breach of this Agreement.

1.9 Parent. Nothing herein shall be construed to limit or affect any action or inaction by (i) Parent or Merger Sub in accordance with the terms of the Merger Agreement or (ii) any Affiliate, officer, director or direct or indirect equity holder of Parent or Merger Sub acting in his or her capacity as a director or officer of Parent or Merger Sub; provided, however, that this Section 1.11 shall not relieve any such Person from any liability or obligation that he, she or it may have independently of this Agreement or as a consequence of any action or inaction by such Person.

1.10 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent, or Merger Sub any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain vested in and belong to the Stockholder, and Parent and Merger Sub shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the Company or exercise any power or authority to direct the Stockholder in the disposition or voting of any of the Shares, except as otherwise provided herein.

1.11 General Provisions.

(a) Except as otherwise set forth in the Merger Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense, whether or not the transactions contemplated hereby are consummated.

(b) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in a writing that refers to this Agreement and signed, in the case of an amendment, by each of the parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any

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other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable law.

(c) Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if (i) personally delivered, (ii) mailed by registered or certified first-class mail, prepaid with return receipt requested, (iii) sent by a nationally recognized overnight courier service, to the recipient at the address below indicated or (iv) delivered by facsimile or email which is confirmed in writing by sending a copy of such facsimile or email to the recipient thereof pursuant to clause (i) or (iii) above:

If to Parent and Merger Sub:

MaxLinear, Inc.  
5966 La Place Court, Suite 100  
Carlsbad, CA 92008  
Attention: Adam Spice  
Facsimile No: 949-753-8110

With a required copy to (which shall not constitute notice):

Wilson Sonsini Goodrich & Rosati  
Professional Corporation  
12235 El Camino Real  
San Diego, California 92130  
Attention: Robert F. Kornegay and Denny Kwon  
Email: rkornegay@wsgr.com and dkwon@wsgr.com  
Facsimile No.: (858) 350-2399

If to the Stockholder:

At the address and facsimile number and email address set forth set forth in Exhibit A hereto; or to such other address as any party hereto may, from time to time, designate in a written notice given in like manner.

(d) When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

(e) This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Signatures delivered by facsimile or electronic transmission shall be binding for all purposes hereof.

(f) This Agreement and the Merger Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

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(g) This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to any applicable conflicts of law.

(h) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction and proper venue of the Court of Chancery of the State of Delaware, and each party consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes all right to attack the suitability or convenience of such venue or forum by reason of their present or future domiciles, or by any other reason. The parties acknowledge that all directions issued by the forum court, including all injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries. Each of the parties hereto hereby waives to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated hereby.

(i) If any provision of this Agreement or the application thereof to any party or set of circumstances shall, in any jurisdiction and to any extent, be finally held invalid or unenforceable by any rule of law or public policy, such term or provision shall only be ineffective as to such jurisdiction, and only to the extent of such invalidity or unenforceability, without invalidating or rendering unenforceable any other terms or provisions of this Agreement or under any other circumstances, and the parties shall negotiate in good faith a substitute provision which comes as close as possible to the invalidated or unenforceable term or provision, and which puts each party in a position as nearly comparable as possible to the position it would have been in but for the finding of invalidity or unenforceability, while remaining valid and enforceable.

(j) Each of the parties acknowledges that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and agrees that the parties' respective remedies at law for a breach or threatened breach of any of the provisions of this Agreement would be inadequate and, in recognition of that fact, each agrees that, in the event of a breach or threatened breach by any party of the provisions of this Agreement, in addition to any remedies at law or damages, each party, respectively, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available in order to enforce the terms hereof.

*[Signature pages follow]*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**MAXLINEAR, INC.**

By: /s/ Kishore Seendripu  
Name: Kishore Seendripu  
Title: President and Chief Executive Officer

**EAGLE ACQUISITION CORPORATION**

By: /s/ Kishore Seendripu  
Name: Kishore Seendripu  
Title: President and Chief Executive Officer

*[Signature Page to Support Agreement]*

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**COMPANY STOCKHOLDER**

/s/ Dan Wark

\_\_\_\_\_

Daniel Wark

*[Signature Page to Support Agreement]*

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**Exhibit A**  
**Stockholder Security Ownership and Voting Information**

Name and Address of Stockholder

Name: Daniel Wark

Address:  
2655 McLarren Court

Livermore, CA 94550

Number and class of Shares beneficially owned by the  
Stockholder as of the date hereof:

24,635 shares of Company Common Stock

308,600 shares of Company Common Stock issuable upon  
exercise or vesting of Company stock options

14,999 shares of Company Common Stock issuable upon  
settlement of Company restricted stock units

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_