



September 1, 2006

Bill Hung
1757 Oxford St. Apt. 1
Berkeley, CA 94709

Dear Bill,

We are pleased to offer you a position with Xilinx, Inc. as Product Verification Engineer reporting to me. The salary for this position will be \$5,833.34 per month.

Your offer of employment is contingent upon successful completion of the background verification. If the results of the background verification are not satisfactory, the offer will be revoked.

In addition, subject to approval by the Xilinx, Inc. Board of Directors, you will be offered an option to acquire 1,200 shares of common stock (NASDAQ:XLNX) at a price per share equivalent to the fair market value as of the 8th day of the month following the month you were hired. If the market is closed on the 8th of the month, the effective date of the grant and the option price will be as of the first day of trading after the 8th. These options vest at the rate of 25% following your first year anniversary with the company, and the rate of 2.08% per month for the following three (3) years. This option will be subject to your agreement with all terms set forth in our standard option agreement.

Xilinx, Inc. currently offers a bonus program that is based upon the company meeting its performance targets. Details of those targets, the level at which you may participate and eligibility requirements will be provided to you during New Hire Orientation.

This offer is contingent upon Xilinx obtaining the required employment authorization and such other related documentation evidencing your legal right to work in the United States. Upon receipt of your signed acceptance, the U.S. Employment Eligibility Form will be submitted to Staffing Services to initiate the immigration process. Xilinx, Inc. reserves the right to withdraw or suspend this offer if the company is not able to obtain work authorization for you in a reasonable period of time. Any questions can be directed to Ellaine.Teodoro@xilinx.com. If an export control license is required in connection with your employment, this offer is further contingent upon Xilinx's receipt of the export control license and any similar approvals. Your employment with Xilinx will commence following receipt of such export control license and governmental approvals; and is conditioned upon your (a) maintaining your employment with Xilinx, and (b) continued compliance with all conditions and limitations placed on such a license. If for any reason such export license and governmental approvals cannot be obtained within six (6) months from your date of signature, this offer will automatically terminate and have no force and effect.

Other benefits will include, but are not limited to, group medical and dental insurance for you and your dependent(s) and company paid life and long-term disability insurance for you.

You should be aware that your employment with Xilinx, Inc. is for no specified period. As a result, either you or the company is free to terminate your employment relationship at any time for any

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reason, with or without cause.

Your employment is contingent on you executing the enclosed Proprietary Information and Inventions Agreement and providing Xilinx, Inc. with the legally required proof of your identity and authorization to work in the United States. Such documentation must be provided to us within three (3) business days of your date of hire, or our employment relationship with you will be terminated.

Xilinx, Inc. does not require a pre-employment physical examination. Nevertheless, this offer is contingent on your ability to perform the essential functions of your job. If you have any condition that limits your ability to perform one or more of your duties, please let us know so that we can explore any reasonable accommodations.

This letter, along with the Proprietary Information and Inventions Agreement sets forth the terms of your employment with us and supersedes any prior representations or agreements, whether written or oral. A duplicate original of this offer is enclosed for your records. This offer, if not accepted, will expire one week from the above date.

Please indicate your acceptance of this offer by completing and returning the following documents to the Staffing Department in the enclosed envelope immediately:

- Signed original offer letter
- Signed U.S. Employment Eligibility Form
- Employee General Status Form
- Proprietary Information and Inventions Agreement -To be reviewed and signed on pages 5 & 8

New Hire Orientation takes place on Mondays, unless otherwise noted from 9:00 a.m. Please plan to check in with the Lobby Attendant in Building 4 (2050 Logic Drive) at 8:50 a.m. where you will be escorted to the Orientation Room. Please remember to bring your acceptable documents for Employment Eligibility Verification (I-9), on your first day of hire.

Bill, if you have any questions please feel free to call me at 408-879-5235 or contact your recruiter. We look forward to working with you at Xilinx, Inc.

Sincerely,

Faye Yang
Staff Product Verification Engineer

AGREED TO AND ACCEPTED:

Bill Hung

Date

Start Date

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