

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): **January 2, 2022**

**SILICON LABORATORIES INC.**  
(Exact Name of Registrant as Specified in Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**000-29823**  
(Commission File Number)

**74-2793174**  
(IRS Employer  
Identification No.)

**400 West Cesar Chavez, Austin, TX**  
(Address of Principal Executive Offices)

**78701**  
(Zip Code)

Registrant's telephone number, including area code: **(512) 416-8500**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

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

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
Common Stock, \$0.0001 par value	SLAB	The NASDAQ Stock Market LLC

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

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Securities Exchange Act of 1934.

**Item 1.01 Entry into a Material Definitive Agreement.**

On January 2, 2022, Silicon Laboratories Inc. (the “Company”) entered into a First Supplemental Indenture, dated as of January 2, 2022 (the “Supplemental Indenture”), to the Indenture, dated as of June 1, 2020 (the “Indenture”) between the Company and Wilmington Trust, National Association, as trustee, governing the Company’s outstanding 0.625% Convertible Senior Notes due 2025 (the “Notes”). Pursuant to the Supplemental Indenture, the Company irrevocably elected: (i) to eliminate the Company’s option to choose Physical Settlement (as defined in the Indenture) on any conversion of Notes that occurs on or after the date of the Supplemental Indenture; and (ii) that, with respect to any Combination Settlement (as defined in the Indenture) for a conversion of Notes, the Specified Dollar Amount (as defined in the Indenture) that will be settled in cash per \$1,000 principal amount of the Notes shall be no lower than \$1,000. The Indenture was filed as Exhibit 4.1 to the Company’s Current Report on Form 8-K filed on June 1, 2020.

The foregoing description of the Supplemental Indenture does not purport to be complete and is qualified in its entirety by reference to the complete text of the Supplemental Indenture, a copy of which is filed as Exhibit 4.1 hereto and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

[4.1](#) [First Supplemental Indenture between Silicon Laboratories Inc. and Wilmington Trust, National Association, as trustee, dated January 2, 2022](#)

104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**SIGNATURE**

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

SILICON LABORATORIES INC.

January 3, 2022

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/s/ John C. Hollister

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Date

John C. Hollister  
*Senior Vice President and  
Chief Financial Officer  
(Principal Financial Officer)*

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FIRST SUPPLEMENTAL INDENTURE dated as of January 2, 2022 (this “**First Supplemental Indenture**”), between Silicon Laboratories Inc., a Delaware corporation (the “**Company**”), and Wilmington Trust, National Association, as trustee (the “**Trustee**”). Capitalized terms used herein but not defined shall have the meanings assigned to them in the Indenture.

WHEREAS, the Company and the Trustee entered into an Indenture, dated as of June 1, 2020 (the “**Indenture**”), providing for the issuance of the Company’s 0.625% Convertible Senior Notes due 2025 (the “**Notes**”);

WHEREAS, pursuant to Section 10.01(i) of the Indenture, the Company and the Trustee may supplement the Indenture without the consent of the Holders of the Notes to irrevocably select a Settlement Method or Specified Dollar Amount, or eliminate the right of the Company to choose a particular Settlement Method, on conversion of Notes, in each case prior to the deadline for electing a Settlement Method for such conversion or actually electing (or deemed electing) a Settlement Method pursuant to Section 14.02 of the Indenture;

WHEREAS, the conditions set forth in the Indenture for the execution and delivery of this First Supplemental Indenture have been complied with; and

WHEREAS, all things necessary to make this First Supplemental Indenture a valid supplement to the Indenture pursuant to its terms and the terms of the Indenture have been done.

NOW, THEREFORE, the parties hereto agree as follows:

#### ARTICLE 1

##### IRREVOCABLE ELECTIONS

Section 1.01 *Irrevocable Election to Eliminate Physical Settlement*. The Company hereby irrevocably eliminates the right of the Company to choose Physical Settlement as the Settlement Method on any conversion of Notes that occurs on or after the date of this First Supplemental Indenture.

Section 1.02 *Irrevocable Election of Specified Dollar Amount*. The Company hereby irrevocably elects that, with respect to any Combination Settlement, the Specified Dollar Amount per \$1,000 principal amount of the Notes shall be no lower than \$1,000.

#### ARTICLE 2

##### MISCELLANEOUS.

Section 2.01 *Relationship to Indenture*. This First Supplemental Indenture is a supplemental indenture within the meanings of the Indenture. The Indenture, as supplemented and amended by this First Supplemental Indenture, is in all respects ratified, confirmed and approved and, as supplemented and amended by this First Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

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Section 2.02 *Modification of the Indenture*. Except as expressly modified by this First Supplemental Indenture, the provisions of the Indenture shall continue to apply to the Notes.

Section 2.03 *Governing Law*. THIS FIRST SUPPLEMENTAL INDENTURE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS FIRST SUPPLEMENTAL INDENTURE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS THEREOF OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW).

Section 2.04 *Execution in Counterparts*. This First Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this First Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this First Supplemental Indenture as to the parties hereto and may be used in lieu of the original First Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 2.05 *Headings*. The headings of the articles and sections of this First Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 2.06 *The Trustee*. In entering into this First Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct of, or affecting the liability of, the Trustee, whether or not elsewhere herein so provided. The Trustee makes no representation as to the validity, execution or sufficiency of this First Supplemental Indenture other than as to the validity of its execution and delivery by the Trustee. The Trustee assumes no responsibility for the correctness of the recitals contained herein, which shall be taken as a statement of the Company.

[Signature pages follow.]

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IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed as of the date first written above.

SILICON LABORATORIES INC.

By: /s/ John Hollister

Name: John Hollister

Title: Chief Financial Officer

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee

By: /s/ Nedine P. Sutton

Name: Nedine P. Sutton

Title: Vice President

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