

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

MICROCHIP TECHNOLOGY INCORPORATED
(Exact name of registrant as specified in its charter)

DELAWARE
(State or Other Jurisdiction of
Incorporation or Organization)

86-0629024
(IRS Employer
Identification No.)

2355 WEST CHANDLER BOULEVARD
CHANDLER, ARIZONA 85224
(Address of Principal Executive Offices, Including Zip Code)

MICROCHIP TECHNOLOGY INCORPORATED
SUPPLEMENTAL RETIREMENT PLAN
(Full Title of the Plan)

STEVE SANGHI
PRESIDENT AND CHIEF EXECUTIVE OFFICER
MICROCHIP TECHNOLOGY INCORPORATED
2355 WEST CHANDLER BOULEVARD
CHANDLER, ARIZONA 85224
(480) 792-7200
(Telephone number, including area code, of agent for service)

CALCULATION OF REGISTRATION FEE

<TABLE>
<CAPTION>

Title of Securities to be of Registered (1) Fee (3)	Amount to be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price (2)	Amount Registration
<S> Deferred Compensation Obligations	<C> \$5,000,000.00	<C> 100%	<C> \$5,000,000.00	<C> \$460.00

</TABLE>

- (1) The Deferred Compensation Obligations are unsecured general obligations of Microchip Technology Incorporated to pay deferred compensation in the future in accordance with the terms of the Microchip Technology Inc. Supplemental Retirement Plan for a select group of eligible employees.
(2) Estimated solely for the purpose of determining the registration fee.
(3) The registration fee is being calculated in accordance with Rule 457(h).

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

There are hereby incorporated by reference in this Registration Statement the following documents and information heretofore filed by Microchip Technology Incorporated (the "Registrant" or the "Company") with the Securities and Exchange Commission (the "SEC"):

- (1) The Registrant's Annual Report on Form 10-K for the fiscal year ended March 31, 2002.

- (2) The Registrant's Quarterly Reports on Form 10-Q for the quarters ended June 30, 2002 and September 30, 2002.
- (3) The Registrant's Current Report on Form 8-K filed July 18, 2002.
- (4) The Registrant's Current Report on Form 8-K filed August 26, 2002.
- (5) The description of the Registrant's Preferred Share Purchase Rights contained in the Registrant's Registration Statement on Form 8-A filed on February 14, 1995, including any amendment or report updating such description.
- (6) The description of the Registrant's Common Stock included in the Registrant's Registration Statement on Form 8-A filed on February 5, 1993, including any amendment or report updating such description.

All documents subsequently filed by the Registrant or the Microchip Technology Incorporated Supplemental Retirement Plan pursuant to Sections 13(a), 13(c), 14, and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), prior to the filing of a post-effective amendment that indicates all securities offered hereby have been sold or that de-registers all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents.

ITEM 4. DESCRIPTION OF SECURITIES.

DEFERRED COMPENSATION OBLIGATIONS

The securities being registered represent obligations (the "Obligations") of the Company to pay deferred compensation in the future in accordance with the terms of the Microchip Technology Incorporated Supplemental Retirement Plan (the "Plan"), which is filed as Exhibit 4.1.1 to this Registration Statement.

The Obligations are general unsecured obligations of the Company to pay deferred compensation in the future according to the Plan from the general assets of the Company, and rank equally with other unsecured and unsubordinated indebtedness of the Company.

The amount of compensation to be deferred by each participant is determined in accordance with the Plan based on elections by the participant. The Company does not make any matching or other contributions under the Plan. Amounts credited to a participant's account are credited with deemed investment returns equal to the experience of selected phantom investment alternatives offered under the Plan and elected by the Participant. Certain hardship withdrawals may be permitted in accordance with the Plan, but are subject to penalties. The Obligations are payable upon the participant's termination of employment with the Company. The Obligations are payable in the form of a lump-sum distribution. A participant may designate one or more beneficiaries to receive any portion of Obligations payable in the event of death.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Not applicable.

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ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Section 145 of the Delaware General Corporation Law ("Delaware Law") authorizes a court to award or a corporation's Board of Directors to grant indemnification to directors and officers in terms sufficiently broad to permit such indemnification under certain circumstances for liabilities (including reimbursement for expenses incurred) arising under the Securities Act of 1933, as amended (the "Securities Act"). Article IX of the Registrant's Restated Certificate of Incorporation, in accordance with Delaware Law, provides that a director of the corporation shall not be personally liable to the Registrant or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) for unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. Article VI of the Registrant's By-Laws provides for mandatory indemnification of its directors and executive officers, to the maximum extent permitted by Delaware Law. Article VI of the Registrant's By-Laws also provides for permissive indemnification of the Registrant's employees and agents to the extent, and in the manner, permitted by Delaware Law. The Registrant has entered into indemnification agreements with its directors and selected officers, a form of which was filed as Exhibit 10.1 to Registration Statement No. 33-57960. The indemnification agreements provide the Registrant's directors and selected officers with further indemnification to the maximum extent permitted by Delaware Law.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

ITEM 8. EXHIBITS.

- 4.1.1 Microchip Technology Incorporated Supplemental Retirement Plan.
- 4.1.2 Amendment Dated 8-29-01 to the Microchip Technology Incorporated Supplemental Plan
- 4.1.3 Adoption Agreement to the Microchip Technology Inc. Supplemental Retirement Plan
- 4.1.4 Amendment Dated 12/9/99 to Adoption Agreement to the Microchip Supplemental Retirement Plan
- 5.1 Opinion of Wilson Sonsini Goodrich and Rosati.
- 23.1 Consent of Independent Auditors, Ernst & Young LLP.
- 23.2 Consent of Independent Auditors, KPMG LLP.
- 23.3 Consent of Wilson Sonsini Goodrich and Rosati.
- 24.1 Power of Attorney (contained on the signature pages of this registration statement).

ITEM 9. UNDERTAKINGS.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement; PROVIDED,

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HOWEVER, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement."

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Chandler, State of Arizona, on December 6, 2002.

MICROCHIP TECHNOLOGY INCORPORATED

By: /s/ Steve Sanghi

Steve Sanghi, President, Chief
Executive Officer and Chairman of
the Board

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Steve Sanghi and Mary K. Simmons, and each of them, his attorneys-in-fact, each with the power of substitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to sign any registration statement for the same offering covered by this Registration Statement that is to be effective upon filing pursuant to Rule 462(b) promulgated under the Securities Act, and all post-effective amendments thereto, and to file the same, with all exhibits thereto in all documents in connection therewith, with the SEC, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that such attorneys-in-fact and agents or any of them, or his or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<TABLE> <CAPTION>	SIGNATURE -----	TITLE -----	DATE -----
<S>	/s/ Steve Sanghi ----- Steve Sanghi	<C> Chairman of the Board, President and Chief Executive Officer (Principal Executive Officer)	<C> December 6, 2002
	/s/ Gordon W. Parnell ----- Gordon W. Parnell	Vice President, Chief Financial Officer (Principal Financial and Accounting Officer)	December 6, 2002
	/s/ Matthew W. Chapman ----- Matthew W. Chapman	Director	December 6, 2002
	/s/ Albert J. Hugo-Martinez ----- Albert J. Hugo-Martinez	Director	December 6, 2002
	/s/ L.B. Day ----- L.B. Day	Director	December 6, 2002
	/s/ Wade F. Meyercord ----- Wade F. Meyercord	Director	December 6, 2002

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EXHIBIT INDEX

- 4.1.1 Microchip Technology Incorporated Supplemental Retirement Plan.
- 4.1.2 Amendment Dated 8-29-01 to the Microchip Technology Incorporated Supplemental Plan
- 4.1.3 Adoption Agreement to the Microchip Technology Inc. Supplemental Retirement Plan
- 4.1.4 Amendment Dated 12/9/99 to Adoption Agreement to the Microchip Supplemental Retirement Plan
- 5.1 Opinion of Wilson Sonsini Goodrich and Rosati.
- 23.1 Consent of Independent Auditors, Ernst & Young LLP.

- 23.2 Consent of Independent Auditors, KPMG LLP.
- 23.3 Consent of Wilson Sonsini Goodrich and Rosati (contained in Exhibit 5.1).
- 24.1 Power of Attorney (contained on the signature pages of this Registration Statement).

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Exhibit 4.1.1
Microchip Technology Inc.
Supplemental Retirement Plan

The CORPORATEplan for Retirement select Plan

BASIC PLAN DOCUMENT

IMPORTANT NOTE

This document is not an IRS approved Prototype Plan. An Adopting Employer may not rely solely on this Plan to ensure that the Plan is "unfunded and maintained primarily for the purpose of providing deferred compensation to a select group of management or highly compensated employees" and exempt from parts 2 through 4 of Title I of the Employee Retirement Income Security Act of 1974 with respect to the Employer's particular situation. Fidelity Management Trust Company, its affiliates and employees may not provide you with legal advice in connection with the execution of this document. This document should be reviewed by your attorney and/or accountant prior to execution.

CPR SELECT
BASIC PLAN DOCUMENT

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ARTICLE 2
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PREAMBLE

It is the intention of the Employer to establish herein an unfunded plan maintained solely for the purpose of providing deferred compensation for a select group of management or highly compensated employees for purposes of Title I of ERISA.

Article 1. ADOPTION AGREEMENT.

Article 2. DEFINITIONS.

2.01. DEFINITIONS.

(a) Wherever used herein, the following terms have the meanings set forth below, unless a different meaning is clearly required by the context:

- (1) "Account" means an account established on the books of the Employer for the purpose of recording amounts credited on behalf of a Participant and any income, expenses, gains or losses included thereon.
- (2) "Administrator" means the Employer adopting this Plan, or other person designated by the Employer in Section 1.01(b).
- (3) "Adoption Agreement" means Article 1 under which the Employer establishes and adopts or amends the Plan and designates the optional provisions selected by the Employer. The provisions of the Adoption Agreement shall be an integral part of the Plan.
- (4) "Beneficiary" means the person or persons entitled under Section 7.02 to receive benefits under the Plan upon the death of a Participant.
- (5) "Code" means the Internal Revenue Code of 1986, as amended from time to time.
- (6) "Compensation" shall mean for purposes of Article 4 (Contributions) wages as defined in Section 3401(a) of the Code and all other payments of compensation to an employee by the employer (in the course of the employers trade or business) for which the employer is required to furnish the employee a written statement under Section 6041(d) and 6051(a)(3) of the Code, excluding any items elected by the Employer in Section 1.04, reimbursements or other expense allowances, fringe benefits (cash and non-cash), moving expenses, deferred compensation and welfare benefits, but including amounts that are not includable in the gross income of the Participant under a salary reduction agreement by reason of the application of Sections 125, 402(a)(8), 402(h), or 403(b) of the Code. Compensation must be determined without regard to any rules under Section 3401(a) of the Code that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the

exception for agricultural labor in Section 3401(a)(2) of the Code).

Compensation shall generally be based on the amount that would have been actually paid to the Participant during the Plan Year but for an election under Section 4.01.

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In the case of any self-employed individual or an Owner-Employee Compensation shall mean the Individual's Earned Income.

(7) "Earned Income" mean, the net earnings of a Self-Employed Individual derived from the trade or business with respect to which the Plan is established and for which the personal services of such individual are a material income-providing factor, excluding any items not included in gross income and the deductions allocated to such items, except that for taxable years beginning after December 31, 1989 net earnings shall be determined with regard to the deduction allowed under Section 164(f) of the Code, to the extent applicable to the Employer. Net earnings shall be reduced by contributions of the Employer to any qualified plan, to the extent a deduction is allowed to the Employer for such contributions under Section 404 of the code.

(8) "Employee" means any employee of the Employer, Self-Employed Individual or Owner-Employee.

(9) "Employer" means the employer named in Section 1.02(a) and any Related Employers designated in Section 1.02(b).

(10) "Employment Commencement Date" means the date on which the Employee first performs an Hour of Service.

(11) "ERISA" means the Employee Retirement Income Security Act of 1974, as from time to time amended.

(12) "Fidelity Fund" means any Registered Investment Company which is made available to plans utilizing the CORPORATEplan for Retirement Select Plan.

(13) "Fund Share" means the share, unit, or other evidence of ownership in a Fidelity Fund.

(14) "Hour of Service" means, with respect to any Employee,

(A) Each hour for which the Employee is directly or indirectly paid, or entitled to payment, for the performance of duties for the Employer or a Related Employer, each such hour to be credited to the Employee for the computation period in which the duties were performed;

(B) Each hour for which the Employee is directly or indirectly paid, or entitled to payment, by the Employer or Related Employer (including payments made or due from a trust fund or insurer to which the Employer contributes or pays premiums) on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity, disability, layoff, jury duty, military duty, or leave of absence, each such hour to be credited to the Employee for the Eligibility Computation Period in which such period of time occurs, subject to the following rules:

(i) No more than 501 Hours of Service shall be credited under this paragraph (B) on account of any single continuous period during which the Employee performs no duties;

(ii) Hours of Service shall not be credited under this paragraph (B) for a payment which solely reimburses the Employee for medically-related expenses, or which is made or due under a plan maintained solely for the purpose of

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complying with applicable workmen's compensation, unemployment compensation or disability insurance laws; and (iii) If the period during which the Employee performs no duties falls within two or more computation periods and if the payment made on account of such period is not calculated on the basis of unite of time, the Hours of Service credited with respect to such period shall be allocated between not more than the first two such computation periods on any reasonable basis consistently applied with respect to Similarly situated Employees; and

(C) Each hour not counted under paragraph (A) or (B) for which

back pay, irrespective of mitigation of damages, has been either awarded or agreed to be paid by the Employer or a Related Employer, each such hour to be credited to the Employee for the computation period to which the award or agreement pertains rather than the computation period in which the award agreement or payment is made.

For purposes of determining Hours of Service, Employees of the Employer and of all Related Employers will be treated as employed by a Single employer. For purposes of paragraphs (B) and (C) above, Hours of Service will be calculated in accordance with the provisions of Section 2530.200b-2(b) of the Department of Labor regulations which are incorporated herein by reference.

Solely for purposes of determining whether a break in service for participation purposes has occurred in a computation period, an individual who is absent from work for maternity or paternity reasons shall receive credit for the hours of service which would otherwise been credited to such individual but for such absence, or in any case in which such hours cannot be determined, 8 hours of service per day of such absence. For purposes of this paragraph, an absence from work for maternity reasons means an absence (1) by reason of the pregnancy of the individual, (2) by reason of a birth of a child of the individual, (3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The hours of service credited under this paragraph shall be credited (1) in the computation period in which the absence begins if the crediting is necessary to prevent a break in service in that period, or (2) in all other cases, in the following computation period.

(15) "Normal Retirement Age" means the normal retirement age specified in Section 1.06(a) of the Adoption Agreement.

(16) "Owner-Employee" means, if the Employer is a sole proprietorship, the individual who is the sole proprietor, or if the Employer is a partnership, a partner who owns more than 10 percent of either the capital interest or the profits interest of the partnership.

(17) "Participant" means any Employee who participates in the Plan in accordance with Article 3 hereof.

(18) "Plan" means the plan established by the Employer as set forth herein as a new plan or as an amendment to an existing plan,

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by executing the Adoption Agreement, together with any and all amendments hereto.

(19) "Plan Year" means the 12-consecutive month period designated by the Employer in Section 1.01(d).

(20) "Registered Investment Company" means any one or more corporations, partnerships or trusts registered under the Investment Company Act of 1940 for which Fidelity Management and Research Company serves as investment advisor.

(21) "Related Employer" means any employer other than the Employer named in Section 1.02(a), if the Employer and such other employer are members of a controlled group of corporation, (as defined in Section 414(b) of the Code) or an affiliated service group (as defined in Section 414(m)), or are trades or businesses (whether or not incorporated) which are under common control (as defined in Section 414(c)), or such other employer is required to be aggregated with the Employer pursuant to regulations issued under Section 414(o).

(22) "Self-Employed Individual" means an individual who has Earned Income for the taxable year from the Employer or who would have had Earned Income but for the fact that the trade or business had no net profit, for the taxable year.

(23) "Trust" means the trust created by the Employer.

(24) "Trust Agreement" means the agreement between the Employer and the Trustee, as set forth in a separate agreement, under which assets are held, administered, and managed subject to the claims of the Employer's creditors in the event of the Employer's insolvency, until paid to Plan Participants and their Beneficiaries as specified in the Plan.

(25) "Trust Fund" means the property held in the Trust by the Trustee.

(26) "Trustee" means the corporation or individuals appointed by the Employer to administer the Trust in accordance with the Trust Agreement.

(27) "Years of Service for Vesting" means, with respect to any Employee, the number of whole years of his periods of service with the Employer or a Related Employer (the elapsed time method to compute vesting service), subject to any exclusions elected by the Employer in Section 1.07(b). An Employee will receive credit for the aggregate of all time periods) commencing with the Employee's Employment Commencement Date and ending on the date a break in service begins, unless any such years are excluded by Section 1.07(b). An Employee will also receive credit for any period of severance of less than 12 consecutive months. Fractional periods of a year will be expressed in terms of days.

In the case of a Participant who has 5 consecutive 1-year breaks in service, all years of service after such breaks in service will be disregarded for the purpose of vesting the Employer-derived account balance that accrued before such breaks, but both pre-break and post-break service will count for the purposes of vesting the Employer-derived account balance that accrues after such breaks. Both accounts will share in the earnings and losses of the fund.

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In the case of a Participant who does not have 5 consecutive 1-year breaks in service, both the pre-break and post-break service will count in vesting both the pre-break and post-break employer-derived account balance.

A break in service is a period of severance of at least 12 consecutive months. Period of severance is a continuous period of time during which the Employee is not employed by the Employer. Such period begins on the date the Employee retires, quits or is discharged, or if earlier, the 12 month anniversary of the date on which the Employee was otherwise first absent from service.

In the case of an individual who is absent from work for maternity or paternity reasons, the 12-consecutive month period beginning on the first anniversary of the first date of such absence shall not constitute a break in service. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the individual, (2) by reason of the birth of a child of the individual, (3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement.

If the Plan maintained by the Employer is the plan of a predecessor employer, an Employee's Years of Service for Vesting shall include years of service with such predecessor employer. In any case in which the Plan maintained by the Employer is not the plan maintained by a predecessor employer, service for such predecessor shall be treated as service for the Employer to the extent provided in Section 1.08.

(b) Pronouns used in the Plan are in the masculine gender but include the feminine gender unless the context clearly indicates otherwise.

Article 3. PARTICIPATION.

3.01. DATE OF PARTICIPATION. An eligible Employee (as set forth in Section 1.03(a)) will become a Participant in the Plan on the first Entry Date after which he becomes an eligible Employee if he has filed an election pursuant to Section 4.01. If the eligible Employee does not file an election pursuant to Section 4.01 prior to his first Entry Date, then the eligible Employee will become a Participant in the Plan as of the first day of a Plan Year for which he has filed an election.

3.02. RESUMPTION OF PARTICIPATION FOLLOWING RE EMPLOYMENT. If a Participant ceases to be an Employee and thereafter returns to the employ of the Employer he will again become a Participant as of an Entry Date following the date on which he completes an Hour of Service for the Employer following his re employment, if he is an eligible Employee as defined in Section 1.03(a), and has filed an election pursuant to Section 4.01.

3.03. CESSATION OR RESUMPTION OF PARTICIPATION FOLLOWING A CHANGE IN STATUS. If any Participant continues in the employ of the Employer or Related Employer but ceases to be an eligible Employee as defined in Section 1.03(a), the individual shall continue to be a Participant until the entire amount of his benefit is

distributed; however, the individual shall not be entitled to make Deferral Contributions or receive an allocation of Matching contributions during the period that he is not an eligible Employee. Such Participant shall continue to receive credit for service completed during the period for purposes of determining his vested interest in his Accounts. In the event that the individual

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subsequently again becomes an eligible Employee, the individual shall resume full participation in accordance with Section 3.01.

ARTICLE 4. CONTRIBUTIONS.

4.01. DEFERRAL CONTRIBUTIONS. Each Participant may elect to execute a salary reduction agreement with the Employer to reduce his Compensation by a specified percentage not exceeding the percentage set forth in Section 1.05(a) and equal to a whole number multiple of one (1) percent. Such agreement shall become effective on the first day of the period as set forth in the Participant's election. The election will be effective to defer Compensation relating to all service, performed in a Plan Year subsequent to the filing of such an election. An election once made will remain in effect until a new election is made. A new election will be effective as of the first day of the following Plan Year and will apply only to Compensation payable with respect to services rendered after such date. Amounts credited to a Participant's account prior to the effective date of any new election will not be affected and will be paid in accordance with that prior election. The Employer shall credit an amount to the account maintained on behalf of the Participant corresponding to the amount of said reduction. Under no circumstances may a salary reduction agreement be adopted retroactively. A Participant may not revoke a salary reduction agreement for a Plan year during that year.

4.02. MATCHING CONTRIBUTIONS. If so provided by the Employer in Section 1.05(b), the Employer shall make a Matching Contribution to be credited to the account maintained on behalf of each Participant who had Deferral Contributions made on his behalf during the year and who meets the requirement, if any, of Section 1.05(b)(3). The amount of the Matching Contribution shall be determined in accordance with Section 1.05(b).

4.03. TIME OF MAKING EMPLOYER CONTRIBUTIONS. The Employer will from time to time make a transfer of assets to the Trustee for each Plan Year. The Employer shall provide the Trustee with information on the amount to be credited to the separate account of each Participant maintained under the Trust.

ARTICLE 5. PARTICIPANTS' ACCOUNTS.

5.01. INDIVIDUAL ACCOUNTS. The Administrator will establish and maintain an Account for each Participant which will reflect Matching and Deferral Contributions credited to the Account on behalf of the Participant and earnings, expenses, gains and losses credited thereto, and deemed investments made with amounts in the Participant's Account. The Administrator will establish and maintain such other accounts and records as it decides in its discretion to be reasonably required or appropriate in order to discharge its duties under the Plan. Participants will be furnished statements of their Account values at least once each Plan Year.

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ARTICLE 6. INVESTMENT OF CONTRIBUTIONS.

6.01. MANNER OF INVESTMENT. All amounts credited to the Accounts of Participants shall be treated as though invested and reinvested only in eligible investments selected by the Employer in Section 1.11(b).

6.02. INVESTMENT DECISIONS. Investments in which the Accounts of Participants shall be treated as invested and reinvested shall be directed by the Employer or by each Participant, or both, in accordance with the Employer's election in Section 1.11(a).

(a) All dividends, interest, gains and distributions of any nature earned in respect of Fund Shares in which the Account is treated as investing shall be credited to the Account as though reinvested in additional shares of that Fidelity Fund.

(b) Expenses attributable to the acquisition of investments shall be charged to the Account of the Participant for which such investment is made.

ARTICLE 7. RIGHT TO BENEFITS.

7.01. Normal or Early Retirement. If provided by the Employer in Section 1.07(d), each Participant who attains his Normal Retirement Age or Early Retirement Age will have a nonforfeitable interest in his Account in accordance

with the vesting schedule elected in Section 1.07. If a Participant retires on or after attainment of Normal or Early Retirement Age, such retirement is referred to as a normal retirement. On or after his normal retirement, the balance of the Participant's Account, plus any amounts thereafter credited to his Account, subject to the provisions of Section 7.06, will be distributed to him in accordance with Article 8.

If provided by the Employer in Section 1.06, a Participant who separates from service before satisfying the age requirements for early retirement, but has satisfied the service requirement will be entitled to the distribution of his Account, subject to the provisions of Section 7.06, in accordance with Article 8, upon satisfaction of such age requirement.

7.02. DEATH. If a Participant dies before the distribution of his Account has commenced, or before such distribution has been completed, his Account shall become vested in accordance with the vesting schedule elected in Section 1.07 and his designated Beneficiary or Beneficiaries will be entitled to receive the balance or remaining balance of his Account, plus any amounts thereafter credited to his Account, subject to the provisions of Section 7.06. Distribution to the Beneficiary or Beneficiaries will be made in accordance with Article 8.

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A participant may designate a Beneficiary or Beneficiaries, or change any prior designation of Beneficiary or Beneficiaries by giving notice to the Administrator on a form designated by the Administrator. If more than one person is designated as the Beneficiary, their respective interests shall be as indicated on the designation form.

A copy of the death notice or other sufficient documentation must be filed with and approved by the Administrator. If upon the death of the Participant there is, in the opinion of the Administrator, no designated Beneficiary for part or all of the Participant's Account, such amount will be paid to his surviving spouse or, if none, to his estate (such spouse or estate shall be deemed to be the Beneficiary for purposes of the Plan). If a Beneficiary dies after benefits to such Beneficiary have commenced, but before they have been completed, and, in the opinion of the Administrator, no person has been designated to receive such remaining benefits, then such benefits shall be paid to the deceased Beneficiary's estate.

7.03. OTHER TERMINATION OF EMPLOYMENT. If provided by the Employer in Section 1.06, if a Participant terminates his employment for any reason other than death or normal retirement, he will be entitled to a termination benefit equal to (i) the vested percentage(s) of the value of the Matching Contributions to his Account, as adjusted for income, expense, gain, or loss, such percentage(s) determined in accordance with the vesting schedule(s) selected by the Employer in Section 1.07, and (ii) the value of the Deferral Contributions to his Account as adjusted for income, expense, gain or loss. The amount payable under this Section 7.03 will be subject to the provisions of Section 7.06 and will be distributed in accordance with Article 8.

7.04. SEPARATE ACCOUNT. If a distribution from a Participant's Account has been made to him at a time when he has a nonforfeitable right to less than 100 percent of his Account, the vesting schedule in Section 1.07 will thereafter apply only to amounts in his Account attributable to Matching Contributions allocated after such distribution. The balance of his Account immediately after such distribution will be transferred to a separate account which will be maintained for the purpose of determining his interest therein according to the following provisions.

At any relevant time prior to a forfeiture of any portion thereof under Section 7.05, a Participant's nonforfeitable interest in his Account held in a separate account described in the preceding paragraph will be equal to $P(AB + (Rx D)) - (Rx D)$, where P is the nonforfeitable percentage at the relevant time determined under Section 7.05; AB is the account balance of the separate account at the relevant time; D is the amount of the distribution; and R is the ratio of the account balance at the relevant time to the account balance after distribution. Following a forfeiture of any portion of such separate account under Section 7.05 below, any balance in the Participant's separate account will remain fully vested and nonforfeitable.

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7.05. FORFEITURES. If a Participant terminates his employment, any portion of his Account (including any amounts credited after his termination of employment) not payable to him under Section 7.03 will be forfeited by him. For purposes of this paragraph, if the value of a Participant's vested account balance is zero, the Participant shall be deemed to have received a distribution of his veered interest immediately following termination of employment. Such forfeitures will be applied to reduce the contributions of the Employer under the Plan (or administrative expenses of the Plan).

7.06. ADJUSTMENT FOR INVESTMENT EXPERIENCE. If any distribution under this

Article 7 is not made in a single payment, the amount remaining in the Account after the distribution will be subject to adjustment until distributed to reflect the income and gain or loss on the investments in which such amount is treated as invested and any expenses properly charged under the Plan and Trust to such amounts.

7.07. HARDSHIP WITHDRAWALS. Subject to the provisions of Article 8, a Participant shall not be permitted to withdraw his Account (and earnings thereon) prior to retirement or termination of employment, except if permitted under Section 1.09, a Participant may apply to the Administrator to withdraw, some or all of his Account if such withdrawal is made on account of a hardship as determined by the Employer.

7.08. ADDED AT ADOPTION. See Exhibit A.

Article 8. DISTRIBUTION OF BENEFITS PAYABLE AFTER TERMINATION IF SERVICE.

8.01. DISTRIBUTION OF BENEFITS TO PARTICIPANTS AND BENEFICIARIES.

(a) Distributions under the Plan to a Participant or to the Beneficiary of the participant shall be made in a lump sum in cash or, if elected by the Employer in Section 1.10 and specified in the Participant's deferral election, under a systematic withdrawal plan (installment(s)) not exceeding 10 years upon retirement, death or other termination of employment.

(b) Distributions under a systematic withdrawal plan must be made in substantially equal annual, or more frequent, installments, in cash, over a period certain which does not extend 10 years. The period certain specified in a Participant's first deferral election specifying distribution under a systematic withdrawal plan shall apply to all subsequent elections of distributions under a systematic withdrawal plan made by the Participant.

8.02. DETERMINATION OF METHOD OF DISTRIBUTION. The Participant will determine the method of distribution of benefit, to himself and the method of distribution to his Beneficiary. Such determination will be made at the time the Participant makes a deferral election. If the Participant does not determine the method of distribution to him or his Beneficiary, the method shall be a lump sum.

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8.03. NOTICE TO TRUSTEE. The Administrator will notify the Trustee in writing whenever any Participant or Beneficiary is entitled to receive benefits under the Plan. The Administrator's notice shall indicate the form, amount and frequency of benefits that such Participant or Beneficiary shall receive.

8.04. TIME OF DISTRIBUTION. In no event will distribution to a Participant be made later than the date specified by the Participant in his salary reduction agreement.

ARTICLE 9. AMENDMENT AND TERMINATION.

9.01 AMENDMENT BY EMPLOYER. The Employer reserves the authority to amend the Plan by filing with the Trustee an amended Adoption Agreement, executed by the Employer only, on which said Employer has indicated a change or changes in provisions previously elected by it. Such change, are to be effective on the effective date of such amended Adoption Agreement. Any such change notwithstanding, no Participant's Account shall be reduced by such change below the amount to which the Participant would have been entitled if he had voluntarily left the employ of the Employer immediately prior to the date of the change. The Employer may from time to time make any amendment to the Plan that may be necessary to satisfy the Code or ERISA. The Employer's board of directors or other individual specified in the resolution adopting this Plan shall act on behalf of the Employer for purposes of this Section 9.01.

9.02 RETROACTIVE AMENDMENTS. An amendment made by the Employer in accordance with Section 9.01 may be made effective on a date prior to the first day of the Plan Year in which it is adopted if such amendment is necessary or appropriate to enable the Plan and Trust to satisfy the applicable requirements of the Code or ERISA or to conform the Plan to any change in federal law or to any regulations or ruling thereunder. Any retroactive amendment by the Employer shall be subject to the provisions of Section 9.01.

9.03. TERMINATION. The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, said Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan or terminate the Plan at any time by written notice delivered to the Trustee without any liability hereunder for any such discontinuance or termination.

9.04. DISTRIBUTION UPON TERMINATION OF THE PLAN. Upon termination of the Plan, no further Deferral Contributions or Matching Contributions shall be made under the Plan, but Accounts of Participants maintained under the Plan at the time of termination shall continue to be governed by the terms of the Plan or Section 10

of the Trust, if directed by the Employer until paid out in accordance with the terms of the Plan or Section 10 of the Trust, if directed by the Employer.

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Article 10. MISCELLANEOUS.

10.01. COMMUNICATION TO PARTICIPANTS. The Plan will be communicated to all Participants by the Employer promptly after the Plan is adopted.

10.02. LIMITATION OF NIGHTS. Neither the establishment of the Plan and the Trust, nor any amendment thereof, nor the creation of any fund or account, nor the payment of any benefits, will be construed as giving to any Participant or other person any legal or equitable right against the Employer, Administrator or Trustee, except as provided herein; and in no event will the terms of employment or service of any Participant be modified or in any way affected hereby.

10.03. NONALIENABILITY OF BENEFITS. The benefit, provided hereunder will not be subject to alienation, assignment, garnishment, attachment, execution or levy of any kind, either voluntarily or involuntarily, and any attempt to cause such benefits to be so subjected will not be recognized, except to such extent as may be required by law.

10.04. FACILITY OF PAYMENT. In the event the Administrator determines, on the basis of medical reports or other evidence satisfactory to the Administrator, that the recipient of any benefit payments under the Plan is incapable of handling his affairs by reason of minority, illness, infirmity or other incapacity, the Administrator may direct the Trustee to disburse such payments to a person or institution designated by a court which has jurisdiction over such recipient or a person or institution otherwise having the legal authority under State law for the care and control of such recipient. The receipt by such person or institution of any such payments shall be complete acquittance therefore, and any such payment to the extent thereof, shall discharge the liability of the Trust for the payment of benefit, hereunder to such recipient.

10.05. INFORMATION BETWEEN EMPLOYER AND TRUSTEE. The Employer agrees to furnish the Trustee, and the Trustee agrees to furnish the Employer with such information relating to the Plan and Trust as may be required by the other in order to carry out their respective duties hereunder including without limitation information required under the Code or ERISA and any regulations issued or forms adopted thereunder.

10.06. NOTICES. ANY notice or other communication in connection with this Plan shall be deemed delivered in writing if addressed as provided below and if either actually delivered at said address or, in the case of a letter, three business days shall have elapsed after the same shall have been deposited in the United States mails, first-class postage prepaid and registered or certified:

(a) If to the Employer or Administrator, to it at the address set forth in the Adoption Agreement, to the attention of the person specified to receive notice in the Adoption Agreement;

(b) If to the Trustee, to it at the address set forth in the Trust Agreement;

or, in each case at such other address as the addressee shall have specified by written notice delivered in accordance with the foregoing to the addressor's then effective notice address.

10.07. GOVERNING LAW. The Plan and the accompanying Adoption Agreement will be construed, administered and enforced according to ERISA, and to the extent not preempted thereby, the laws of the Commonwealth of Massachusetts.

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Article 11. PLAN ADMINISTRATION.

11.01. POWERS AND RESPONSIBILITIES OF THE ADMINISTRATOR. The Administrator has the full power and the full responsibility to administer the Plan in all of its details, subject, however, to the applicable requirements of ERISA. The Administrator's powers and responsibilities include, but are not limited to, the following:

(a) To make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan;

(b) To interpret the Plan, its interpretation thereof in good faith to be final and conclusive on all persons claiming benefit, under the Plan;

(c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;

(d) To administer the claims and review procedures specified in Section

11.03;

(e) To compute the amount of benefits which will be payable to any Participant, former Participant or Beneficiary in accordance with the provisions of the Plan;

(f) To determine the person or persons to whom such benefits will be paid;

(g) To authorize the payment of benefits;

(h) To comply with the reporting and disclosure requirements of Part 1 of Subtitle B of Title I of ERISA;

(i) To appoint such agents, counsel, accountants, and consultant, as may be required to assist in administering the Plan;

(j) By written instrument, to allocate and delegate its responsibilities, including the formation of an Administrative Committee to administer the Plan;

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11.02. NONDISCRIMINATORY EXERCISE OF AUTHORITY. Whenever, in the administration of the Plan, any discretionary action by the Administrator is required, the Administrator shall exercise its authority in a nondiscriminatory manner so that all persons similarly situated will receive substantially the same treatment. See Exhibit B for provision added at adoption of Plan.

11.03. CLAIMS AND REVIEW PROCEDURES.

(a) CLAIMS PROCEDURE. If any person believes he is being denied any rights or benefits under the Plan, such person may file a claim in writing with the Administrator. If any such claim is wholly or partially denied, the Administrator will notify such person of its decision in writing. Such notification will contain (i) specific reasons for the denial, (ii) specific reference to pertinent Plan provisions, (iii) a description of any additional material or information necessary for such person to perfect such claim and an explanation of why such material or information is necessary, and (iv) information as to the steps to be taken if the person wishes to submit a request for review. Such notification will be given within 90 days after the claim is received by the Administrator (or within 180 days, if special circumstances require an extension of time for processing the claim, and if written notice of such extension and circumstances is given to such person within the initial 90-day period). If such notification is not given within such period, the claim will be considered denied as of the last day of such period and such person may request a review of his claim.

(b) REVIEW PROCEDURE. Within 60 days after the date on which a person receives a written notice of a denied claim (or, if applicable, within 60 days after the date on which such denial is considered to have occurred), such person (or his duly authorized representative) may (i) file a written request with the Administrator for a review of his denied claim and of pertinent documents and (ii) submit written issues and comments to the Administrator. The Administrator will notify such person of its decision in writing. Such notification will be written in a manner calculated to be understood by such person and will contain specific reasons for the decision as well as specific references to pertinent Plan provisions. The decision on review will be made within 60 days after the request for review is received by the Administrator (or within 120 days, if special circumstances require an extension of time for processing the request, such as an election by the Administrator to hold a hearing, and if written notice of such extension and circumstances is given to such person within the initial 60-day period). If the decision on review is not made within such period, the claim will be considered denied.

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11.04. COSTS OF ADMINISTRATION. Unless some or all cost, and expense are paid by the Employer, all reasonable costs and expenses (including legal, accounting, and employee communication fees) incurred by the Administrator and the Trustee in administering the Plan and Trust will be paid first from the forfeitures (if any) resulting under Section 7.05, then from the remaining Trust Fund. All such costs and expenses paid from the Trust Fund will, unless allocable to the Accounts of particular Participants, be charged against the Accounts of all Participant, on a prorata basis or in such other reasonable manner as may be directed by the Employer.

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EXHIBIT A

7.08. UNSCHEDULED WITHDRAWAL RIGHT. A Participant may request an unscheduled withdrawal of all or any portion of the Account (to the extent vested) before or

after his termination of employment by written notice to the Employer; provided that, the amount distributable from such Participant's Account will be reduced by ten percent (10%). This reduction will be forfeited and used to pay expenses of the Plan and Trust. If a Participant elects an unscheduled withdrawal under this Section prior to termination of employment, the Participant shall not be permitted to elect Deferral Contributions, pursuant to Section 4.01, for a period of twenty-four (24) months following the date of such withdrawal.

EXHIBIT B

11.02. The interpretation and construction of any provision of the Plan and the exercise of any discretion granted hereunder to the Administrator shall be final and binding on the Participants, their dependents and all other interested persons.

Amendment Dated 8-29-01 to the
Microchip Technology Inc.
Supplemental Retirement Plan

AMENDMENT TO THE
MICROCHIP TECHNOLOGY INCORPORATED
SUPPLEMENTAL PLAN

WHEREAS, Microchip Technology Incorporated (the "Employer") adopted the Microchip Technology Incorporated Supplemental Retirement Plan (the "Plan") through adoption of the Fidelity Investments CORPORATEplan FOR RETIREMENT(sm) Select Plan Basic Plan Document and Amendments ("the Basic Plan Document"), effective as of January 1, 1997, for which Fidelity Management Trust Company (the "Trustee") serves as trustee of the trust established to hold Plan assets (the "Trust"); and

WHEREAS, the Employer desires to amend the Plan to remove the choice of investment options from the Adoption Agreement:

NOW THEREFORE, the Employer amends the Plan as follows effective October 4, 2001:

1. Section 1.11(b) is amended to replace all language between the first sentence and the total "Note" with the following sentence:

Participant Accounts under the Trust will be invested among the Permissible Investments designated in the Service Agreement.

2. Section 2.01(a)(20) is amended to read as follows:

"Registered Investment Company" means any one or more corporations, partnerships or trusts registered under the Investment Company Act of 1940.

3. Section 2.01(a)(28) is added to the Basic Plan Document as follows:

"Permissible Investment" means the investments specified by the Employer as available for investment of assets of the Trust and agreed to by the Trustee.

4. Section 2.01(a)(29) is added to the Basic Plan Document as follows:

"Service Agreement" means the agreement between the Employer and the Trustee relating to the provision of investment and other services to the Plan and shall include any addendum to the agreement and any other separate written agreement between the Employer and the Trustee relating to the provision of services to the Plan.

5. All occurrences of "Section 1.11(b)" in the Basic Plan Document No. 07 will be replaced with "the Service Agreement".

IN WITNESS WHEREOF, the Employer has signed this instrument this 29th day of August, 2001.

MICROCHIP TECHNOLOGY INCORPORATED

By: /s/ Linda Croft

Title: Sr. HR Specialist

Adoption Agreement to the
Microchip Technology Inc.
Supplemental Retirement Plan

CPR SELECT

THE CORPORATEplan FOR RETIREMENT
SELECT PLAN

Adoption Agreement

IMPORTANT NOTE

This document is not an IRS approved Prototype Plan. An Adopting Employer may not rely solely on this Plan to ensure that the Plan is "unfunded and maintained primarily for the purpose of providing deferred compensation to a select group of management or highly compensated employees" and exempt from Parts 2 through 4 of Title I of the Employee Retirement Income Security Act of 1974 with respect to the Employer's particular situation. Fidelity Management Trust Company, its affiliates and employees may not provide you with legal advice in connection with the execution of this document. This document should be reviewed by your attorney and/or accountant prior to execution.

ADOPTION AGREEMENT
ARTICLE 1

1.01 PLAN INFORMATION

(a) NAME OF PLAN:

This is the Microchip Technology Incorporated Supplemental Retirement Plan (the "Plan").

(b) NAME OF PLAN ADMINISTRATOR, IF NOT THE EMPLOYER:

Address: _____

Phone Number: _____

The Plan Administrator is the agent for service of legal process for the Plan.

(c) THREE DIGIT PLAN NUMBER: 002

(d) PLAN YEAR END (month/day): 12-31

(e) PLAN STATUS (check one):

(1) Effective Date of new Plan: 1-1-97

(2) Amendment Effective Date: _____

The original effective date of the Plan: _____

1.02 EMPLOYER

(a) The Employer is: Microchip Technology Incorporated

Address: 2355 W. Chandler Blvd.
Chandler, AZ 85224

Contact's Name: Sue Flores

Telephone Number: 602-786-7768

(1) Employer's Tax Identification Number: 86-0629024

(2) Business forth of Employer (check one):

(A) Corporation

(B) Sole proprietor or partnership

(C) Subchapter S Corporation

(3) Employer's fiscal year end: March 31

(b) The term "Employer" includes the following Related Employer(s) (as defined in Section 2.01(a)(21)):

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1.03 COVERAGE

- (a) ONLY THOSE EMPLOYEES LISTED IN ATTACHMENT A WILL BE ELIGIBLE TO PARTICIPATE IN THE PLAN.
- (b) THE ENTRY DATE(S) SHALL BE (check one):
 - (1) the first day of each Plan Year.
 - (2) the first day of each Plan Year and the date six months later.
 - (3) the first day of each Plan Year and the first day of the fourth, seventh, and tenth months.
 - (4) the first day of each month.

1.04 COMPENSATION

FOR PURPOSES OF DETERMINING CONTRIBUTIONS UNDER THE PLAN, COMPENSATION SHALL BE AS DEFINED IN SECTION 2.01(a)(6), BUT EXCLUDING (CHECK THE APPROPRIATE BOX(ES)):

- (a) Overtime Pay.
- (b) Bonuses.
- (c) Commissions.
- (d) the value of a qualified or a non-qualified stock option granted to an Employee by the Employer to the extent such value is includable in the Employee's taxable income.
- (e) No exclusions.

1.05 CONTRIBUTIONS

- (a) DEFERRAL CONTRIBUTIONS THE EMPLOYER SHALL MAKE A DEFERRAL CONTRIBUTION IN ACCORDANCE WITH SECTION 4.01 ON BEHALF OF EACH PARTICIPANT WHO HAS AN EXECUTED SALARY REDUCTION AGREEMENT IN EFFECT WITH THE EMPLOYER FOR THE PLAN YEAR (OR PORTION OF THE PLAN YEAR) IN QUESTION, NOT TO EXCEED 15% OF COMPENSATION FOR THAT PLAN YEAR.

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- (b) MATCHING CONTRIBUTIONS
 - (1) THE EMPLOYER SHALL MAKE A MATCHING CONTRIBUTION ON BEHALF OF EACH PARTICIPANT IN AN AMOUNT EQUAL TO THE FOLLOWING PERCENTAGE OF A PARTICIPANT'S DEFERRAL CONTRIBUTIONS DURING THE PLAN YEAR (CHECK ONE):
 - (A) 50%
 - (B) 100%
 - (C) ___%
 - (D) a (Tiered Match) ___% of the first ___% of the Participant's Compensation contributed to the Plan,
___% of the next ___% of the Participant's Compensation contributed to the Plan,
___% of the next ___% of the Participant's Compensation contributed to the Plan.
 - (E) The percentage declared for the year, if any, by a Board of Directors' resolution.
 - (F) Other: NONE

(2) MATCHING CONTRIBUTION LIMITS (check the appropriate box(es)):

(A) Deferral Contributions in excess of ___% of the Participant's Compensation for the period in question shall not be considered for Matching Contributions.

Note: If the Employer elects a percentage limit in (A) above and requests the Trustee to account separately for matched and unmatched Deferral Contributions, the Matching Contributions allocated to each Participant must be computed, and the percentage limit applied, based upon each period.

(B) Matching Contributions for each Participant for each Plan Year shall be limited to \$ _____.

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(3) ELIGIBILITY REQUIREMENT(S) FOR MATCHING CONTRIBUTIONS

A Participant who makes Deferral Contributions during the Plan Year under Section 1.05(a) shall be entitled to Matching Contributions for that Plan Year if the Participant satisfies the following requirement(s) (Check the appropriate box(es). Options (B) and (C) may not be elected together):

(A) Is employed by the Employer on the last day of the Plan Year.

(B) Earns at least 500 Hours of Service during the Plan Year.

(C) Earns at least 1,000 Hours of Service during the Plan Year.

(D) No requirements.

Note: If option (A), (B) or (C) above is selected then Matching Contributions can only be made by the Employer after the Plan Year ends. Any Matching Contribution made before Plan Year end shall not be subject to the eligibility requirements of this Section 1.05(b)(3).

1.06 DISTRIBUTION DATES

A Participant may elect to receive a distribution or commence distributions from his Account pursuant to Section 8.02 upon the following date(s) (check the appropriate box(es). If Option (c) is elected, then options (a) and (b) may not be elected):

(a) ATTAINMENT OF NORMAL RETIREMENT AGE. NORMAL RETIREMENT AGE UNDER THE PLAN IS (CHECK ONE):

(1) a age 65.

(2) age ___ (specify from 55 through 64).

(3) later of the age ___ (can not exceed 65) or the fifth anniversary of the Participant's Commencement Date.

(b) ATTAINMENT OF EARLY RETIREMENT AGE EARLY RETIREMENT AGE IS THE FIRST DAY OF THE MONTH AFTER THE PARTICIPANT ATTAINS AGE ___ (SPECIFY 55 OR GREATER) AND COMPLETES _____ YEARS OF SERVICE FOR VESTING.

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(c) TERMINATION OF EMPLOYMENT WITH THE EMPLOYER.

1.07 VESTING SCHEDULE

(a) THE PARTICIPANT'S VESTED PERCENTAGE in MATCHING CONTRIBUTIONS ELECTED IN SECTION 1.05(b) SHALL BE BASED upon THE SCHEDULE(S) SELECTED BELOW.

(1) N/A - No Matching Contributions

(2) 100% Vesting immediately

(3) 3 year cliff (see C below)

(4) 5 year cliff (see D below)

(5) 6 year graduated (see E below)

(6) 7 year graduated (see F below)

(7) G below

(8) Other (Attachment "B")

YEARS OF SERVICE FOR VESTING	VESTING SCHEDULE				
	C	D	E	F	G
0	0%	0%	0%	0%	0%
1	0%	0%	0%	0%	0%
2	0%	0%	20%	0%	0%
3	100%	0%	40%	20%	0%
4	100%	0%	60%	40%	0%
5	100%	100%	80%	60%	0%
6	100%	100%	100%	80%	0%
7	100%	100%	100%	100%	100%

(b) YEARS OF SERVICE FOR VESTING SHALL EXCLUDE (CHECK ONE):

(1) for new plans, service prior to the Effective Date as defined in section 1.01(e)(1).

(2) for existing plans converting from another plan document, service prior to the original Effective Date as defined in section 1.01(e)(2).

(c) A PARTICIPANT WILL FORFEIT HIS MATCHING CONTRIBUTIONS UPON THE OCCURRENCE OF THE FOLLOWING EVENT(S):

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(d) A PARTICIPANT WILL BE 100% VESTED IN HIS MATCHING CONTRIBUTIONS UPON (CHECK THE APPROPRIATE BOX(ES), IF ANY):

(1) Normal Retirement Age (as defined in Section 1.06(a)).

(2) Early Retirement Age (as defined in Section 1.06(b)).

(3) Death

1.08 PREDECESSOR EMPLOYER SERVICE

SERVICE FOR PURPOSES OF VESTING IN SECTION 1.07(a) SHALL INCLUDE SERVICE WITH THE FOLLOWING EMPLOYER(S):

(a) _____

(b) _____

(c) _____

(d) _____

1.09 HARDSHIP WITHDRAWALS

PARTICIPANT WITHDRAWALS FOR HARDSHIP PRIOR TO TERMINATION OF EMPLOYMENT (CHECK ONE):

(a) WILL BE ALLOWED IN ACCORDANCE WITH SECTION 7.07, SUBJECT TO A \$1,000 MINIMUM AMOUNT (MUST BE AT LEAST \$1,000)

(b) WILL NOT BE ALLOWED.

1.10 DISTRIBUTIONS

SUBJECT TO ARTICLES 7 AND 8, DISTRIBUTIONS UNDER THE PLAN WILL BE PAID (CHECK THE APPROPRIATE BOX(ES)):

(a) AS A LUMP SUM.

(b) UNDER A SYSTEMATIC WITHDRAWAL PLAN (INSTALLMENTS) NOT TO EXCEED 10 YEARS

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1.11 INVESTMENT DECISIONS

(a) INVESTMENT DIRECTIONS

Investments in which the Accounts of Participants shall be treated as invested and reinvested shall be directed (check one):

(1) by the EMPLOYER among the options listed in (b) below.

(2) [X] by each PARTICIPANT among the options listed in (b) below.

(3) [] by each Participant with respect to Deferral Contributions and by the Employer with respect to Employer Matching Contributions. The Employer must direct the Employer Matching Contributions among the same investment options made available for Participant directed sources listed in (b) below.

(b) PLAN INVESTMENT OPTIONS

Participant Accounts will be treated as invested among the Fidelity Funds listed below pursuant to Participant and/or Employer directions.

FUND NAME	FUND NUMBER
(1) FMMT Retirement Government	0631
(2) Government Securities	0054
(3) Asset Manager Portfolio	0314
(4) Equity Income Fund	0023
(5) Magellan Fund	0021
(6) Contra Fund	0022
(7) International Growth & Income	0305
(8)	
(9)	
(10)	

Note: An additional annual recordkeeping fee will be charged for each fund in excess of five funds.

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Note: The method and frequency for change of investments will be determined under the rules applicable to the selected funds. Information will be provided regarding expenses, if any, for changes in investment options.

1.12 RELIANCE ON PLAN

An adopting Employer may not rely solely on this Plan to ensure that the Plan is "unfunded and maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees" and exempt from Parts 2 through 4 of Title I of the Employee Retirement Income Security Act of 1974 with respect to the Employer's particular situation. This Agreement must be reviewed by your attorney and/or accountant before it is executed.

This Adoption Agreement may be used only in conjunction with the CORPORATEplan for Retirement Select Basic Plan Document.

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EXECUTION PAGE
(Fidelity's Copy)

IN WITNESS WHEREOF, the Employer has caused this Adoption Agreement to be executed this 15 day of November, 1996.

Employer Microchip Technology Incorporated
 By /s/ Illegible
 Title V.P. Controller Treasurer

Employer _____
 By _____
 Title _____

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EXECUTION PAGE
(Employer's Copy)

IN WITNESS WHEREOF, the Employer has caused this Adoption Agreement to be executed this 15 day of November, 1996.

Employer Microchip Technology Incorporated
 By /s/ Illegible
 Title V.P. Controller Treasurer

Employer -----
 By -----
 Title -----

11
 ATTACHMENT A

PURSUANT TO SECTION 1.03(a), THE FOLLOWING ARE THE EMPLOYEES WHO ARE ELIGIBLE TO PARTICIPATE IN THE PLAN:

Employer Microchip Technology Incorporated

 By /s/ Illegible

 Title V.P. Controller Treasurer

 Date November 15, 1996

Note: The Employer must revise Attachment A to add employees as they become eligible or delete employees who are no longer eligible.

12
 Microchip Technology Inc.
 Deferred Compensation Arrangement

BADGE NO.	EMPLOYEE NAME	GRADE	TITLE	ANNUAL BASE SALARY
7818	ROSS, LARRY	66	DIR. PACIFIC RIM SALES	76,590.02
7141	CLEVENGER, KATHY	65	DIR. MANUFACTURING	83,139.00
5700	JANOWSKI, JUDITH	63	DIRECTOR, MATERIALS	86,390.46
6665	ANDERSON, GERRY	63	DIRECTOR, FINANCE	87,383.00
6666	MEDIGOVICH, JOANNE	63	DIR CUSTOMER SERVICE	88,677.00
6459	KERICK, BILL	63	DIRECTOR PLANNING	93,072.00
7509	YESKEY, DAVID	65	DIR SMAD MARKETING	93,430.00
7603	STEWART, III, NEIL	65	DIR. INFORMATION SYS	95,717.96
7390	FISHER, RICHARD	65	DIR SMAD APPLICATIONS	97,870.00
7651	MOTHERSHED, MARY	64	DIR. IN-HOUSE COUNSEL	98,500.22
6709	PYE, KENNETH	64	DIR. AM FLD APPS. ENG	99,017.10
7254	FINLEY, MICHAEL	65	DIR. MANUFACTURING	99,550.88
7279	REBELLO, ROD	65	DIRECTOR OF CAD	101,143.00
6718	MITRA, SUMIT	65	V.P. SYSTEMS APPS	101,670.92
7051	FLEASAS, LANNY	65	DIR. SALES OPERATIONS	102,340.16
6683	TEETER, HOWARD	65	V.P. NORTH AM SALES	105,076.92
6694	FISCHER, HAROLD	65	V.P. FAR EAST SALES	106,644.64
6511	LLOYD, ROBERT	65	V.P. SITE SERVICES	108,444.96
7190	DREHOBL, STEVE	65	DIR. PRODUCT LINE	108,535.18
8461	JOHAL, KASHMIRA	65	DIR. ASIC PRODUCTS	110,000.02
7392	TYSON, THOMAS	65	DIR. MKTG & APPL	111,793.50
8372	SMIT, WILLEM	65	DIRECTOR - DESIGN	112,000.20
6652	SIMONCIC, RICHARD	65	V.P. MEMORY & SPEC	112,284.12
6765	VILLICANA, ERNEST	65	V.P. LOGIC MKTG	112,648.90
7650	OATLEY, JOHN	65	V.P. PACIFIC RIM MFG	114,776.74
7226	JONES, MICHAEL	65	V.P. HUMAN RESOURCES	114,995.14
8369	BRUWER, FREDERICK	66	VICE PRESIDENT	117,500.24
7240	SPADINI, GIANPAOLO	65	DIR. PROCESS DEV	117,653.64
7377	MCALISTER, DOYLE	65	DIR. LOGIC DESIGN	122,708.30
7625	KUZDAS, ADRIAN	65	V.P. PRODUCT LINE	123,832.00
8412	OWEN, ROBERT	65	DIR. INFO SYS	124,999.94
7057	LAMBERT, DAVID	66	V.P. MANUFACTURING	137,800.00
6650	PARNELL, GORDON	66	V.P. CONTROLLER	143,100.10
7227	LITTLE, MITCH	67	V.P. MEMORY MKTG	157,500.20
7420	CHAPMAN, PHILIP	67	CFO	158,895.10
7173	BILLINGTON, TIM	69	V.P. MFG OPERATIONS	174,300.10
7171	RIGG, GEORGE	69	V.P. LOGIC PRODUCTS	175,350.24
7352	LANFORD, ROBERT	69	V.P. WORLDWIDE SALES	179,760.10
7251	SANGHI, STEVE	70	PRESIDENT & C.E.O.	350,000.04

Amendment Dated 12/9/99
to Adoption Agreement to the
Microchip Technology Inc.
Supplemental Retirement Plan

1.03 COVERAGE

- (A) ONLY THOSE EMPLOYEES LISTED IN ATTACHMENT A WILL BE ELIGIBLE TO PARTICIPATE IN THE PLAN.
- (B) THE ENTRY DATE(S) SHALL BE (check one):
 - (1) the first day of each Plan Year.
 - (2) the first day of each Plan Year and the date six months later.
 - (3) the first day of each Plan Year and the first day of the fourth, seventh, and tenth months.
 - (4) the first day of each month.

1.04 COMPENSATION

FOR PURPOSES OF DETERMINING CONTRIBUTIONS UNDER THE PLAN, COMPENSATION SHALL BE AS DEFINED IN SECTION 2.01(a)(6), BUT EXCLUDING (check the appropriate box(es)):

- (A) Overtime Pay.
- (B) Bonuses.
- (C) Commissions.
- (D) The value of a qualified or a non-qualified stock option granted to an Employee by the Employer to the extent such value is includable in the Employee's taxable income.
- (E) No exclusions.

1.05 CONTRIBUTIONS

- (A) DEFERRAL CONTRIBUTIONS THE EMPLOYER SHALL MAKE A DEFERRAL CONTRIBUTION IN ACCORDANCE WITH SECTION 4.01 ON BEHALF OF EACH PARTICIPANT WHO HAS AN EXECUTED SALARY REDUCTION AGREEMENT IN EFFECT WITH THE EMPLOYER FOR THE PLAN YEAR (OR PORTION OF THE PLAN YEAR) IN QUESTION, NOT TO EXCEED 25% of COMPENSATION FOR THAT PLAN YEAR.

Effective: January 1 2000
Authorized Signer: /s/ Sue Flores
Date:12/9/99

November 25, 2002

Microchip Technology Incorporated
2355 W. Chandler Boulevard
Chandler, Arizona 85244

RE: REGISTRATION STATEMENT ON FORM S-8

Ladies and Gentlemen:

In connection with the registration under the Securities Act of 1933, as amended (the "Act"), of \$5,000,000.00 in deferred compensation obligations (the "Obligations") of Microchip Technology Incorporated (the "Company") issuable under the Microchip Technology Incorporated Supplemental Retirement Plan (the "Plan") on a Registration Statement on Form S-8 filed with the Securities and Exchange Commission (the "Commission") on December 6, 2002 (the "Registration Statement"), you have requested our opinion with respect to the matters set forth below.

In our capacity as your counsel in connection with such registration, we are familiar with the proceedings taken and proposed to be taken by the Company in connection with the issuance of the Obligations. In addition, we have made such legal and factual examinations and inquiries, including an examination of originals or copies certified or otherwise identified to our satisfaction of such documents, corporate records and instruments, as we have deemed necessary or appropriate for purposes of this opinion.

In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity to authentic original documents of all documents submitted to us as copies.

We are opining herein as to the effect on the subject transaction only of the federal securities laws of the United States, federal laws and regulations under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the General Corporation Law of the State of Delaware, and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction, or in the case of Delaware, any other laws, or as to any matters of municipal law or the laws of any local agencies within any state.

Subject to the foregoing, it is our opinion that (i) upon the issuance of the Obligations in the manner contemplated by the Registration Statement and in accordance with the terms of the Plan, such Obligations will be legally valid and binding obligations of the Company, and (ii) the written provisions of the Plan comply with the applicable requirements under ERISA.

Microchip Technology Incorporated
November 25, 2002
Page 2 of 2

Our opinion is subject to: (i) the effect of bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to or affecting the rights or remedies of creditors; (ii) the effect of general principles of equity, including without limitation concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether enforcement is considered in a proceeding in equity or at law; and (iii) the effect of the laws of usury or other laws or equitable principles relating to or limiting the interest rate payable on indebtedness.

This opinion is rendered only to you and is solely for your benefit in connection with the transactions covered hereby. This opinion may not be relied upon by you for any other purpose, or furnished to, quoted to, or relied upon by any other person, firm or corporation for any purpose, without our prior written consent. We consent to your filing this opinion as an exhibit to the Registration Statement.

Sincerely,

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

/s/ Wilson Sonsini Goodrich & Rosati

Palo Alto, California
November 25, 2002

CONSENT OF ERNST & YOUNG LLP, INDEPENDENT AUDITORS

We consent to the incorporation by reference in the Registration Statement on Form S-8 pertaining to the Microchip Technology Incorporated Supplemental Retirement Plan of our report dated April 24, 2002, except for Note 21 as to which the date is May 22, 2002, with respect to the consolidated financial statements of Microchip Technology Incorporated included in its Annual Report on Form 10-K for the year ended March 31, 2002, filed with the Securities Exchange Commission.

/s/ ERNST & YOUNG LLP

Phoenix, Arizona
December 5, 2002

[LETTERHEAD OF KPMG]

INDEPENDENT AUDITORS' CONSENT

The Board of Directors
Microchip Technology Incorporated:

We consent to the incorporation by reference in the registration statement on Form S-8 of Microchip Technology Incorporated pertaining to the Supplemental Retirement Plan of our report dated April 30, 2001, with respect to the consolidated balance sheet of Microchip Technology Incorporated as of March 31, 2001 and the related consolidated statements of income, stockholders' equity, cash flows and comprehensive income for each of the years in the two-year period ended March 31, 2001.

/s/ KPMG LLP

Phoenix, Arizona
December 2, 2002