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

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934 FOR THE QUARTERLY PERIOD ENDED July 1, 2016**

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934 FOR THE TRANSITION PERIOD FROM TO**

Commission file number: 001-14845

TRIMBLE NAVIGATION LIMITED
(Exact name of registrant as specified in its charter)

California	**94-2802192**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification Number)**

935 Stewart Drive, Sunnyvale, CA 94085
(Address of principal executive offices) (Zip Code)

Telephone Number (408) 481-8000
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definition of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated Filer	☒	Accelerated Filer	☐
Non-accelerated Filer	☐ (Do not check if a smaller reporting company)	Smaller Reporting Company	☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of August 5, 2016, there were 249,174,915 shares of Common Stock (no par value) outstanding.

TRIMBLE NAVIGATION LIMITED
FORM 10-Q for the Quarter Ended July 1, 2016
TABLE OF CONTENTS

Table of Contents

PART I – FINANCIAL INFORMATION

ITEM 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

TRIMBLE NAVIGATION LIMITED
CONDENSED CONSOLIDATED BALANCE SHEETS
(UNAUDITED)

As of	Second Quarter of 2016	Fiscal Year End 2015
(In millions)		
ASSETS		
Current assets:		
Cash and cash equivalents	$ 231.9	$ 116.0
Accounts receivable, net	377.5	361.9
Other receivables	36.1	14.9
Inventories	241.7	261.1
Other current assets	49.6	44.5
Total current assets	936.8	798.4
Property and equipment, net	152.0	159.2
Goodwill	2,107.9	2,106.4
Other purchased intangible assets, net	408.9	487.1
Other non-current assets	146.0	129.6
Total assets	$ 3,751.6	$ 3,680.7
LIABILITIES		
Current liabilities:		
Short-term debt	$ 130.3	$ 118.3
Accounts payable	106.7	99.8
Accrued compensation and benefits	101.3	98.9
Deferred revenue	280.5	234.6
Accrued warranty expense	17.8	18.5
Other current liabilities	84.4	90.8
Total current liabilities	721.0	660.9
Long-term debt	594.7	611.4
Non-current deferred revenue	34.7	29.6
Deferred income taxes liabilities	48.1	51.7
Other non-current liabilities	108.4	106.5
Total liabilities	1,506.9	1,460.1
Commitments and contingencies (Note 12)		
EQUITY		
Shareholders' equity:		
Preferred stock, no par value; 3.0 shares authorized; none outstanding	—	—
Common stock, no par value; 360.0 shares authorized; 249.2 and 250.7 shares issued and outstanding as of the end of the second quarter of fiscal 2016 and fiscal year end 2015, respectively	1,276.4	1,238.3
Retained earnings	1,128.1	1,148.2
Accumulated other comprehensive loss	(159.7)	(166.8)
Total Trimble Navigation Limited shareholders' equity	2,244.8	2,219.7
Noncontrolling interests	(0.1)	0.9
Total shareholders' equity	2,244.7	2,220.6
Total liabilities and shareholders' equity	$ 3,751.6	$ 3,680.7

See accompanying Notes to the Condensed Consolidated Financial Statements.

TRIMBLE NAVIGATION LIMITED
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(UNAUDITED)

	Second Quarter of				First Two Quarters of			
(In millions, except per share amounts)	2016		2015		2016		2015	
Revenue:								
Product	$	407.0	$	394.6	$	800.6	$	795.2
Service		109.7		105.7		211.3		206.6
Subscription		92.9		85.5		180.7		166.6
Total revenue		609.6		585.8		1,192.6		1,168.4
Cost of sales:								
Product		199.4		190.8		389.4		378.5
Service		44.0		42.2		85.6		83.6
Subscription		26.6		25.9		53.3		49.7
Amortization of purchased intangible assets		24.0		23.0		48.1		45.5
Total cost of sales		294.0		281.9		576.4		557.3
Gross margin		315.6		303.9		616.2		611.1
Operating expense:								
Research and development		92.0		84.5		179.7		171.7
Sales and marketing		97.4		96.2		194.1		192.7
General and administrative		65.6		64.2		133.9		128.9
Restructuring charges		4.5		5.2		6.3		6.3
Amortization of purchased intangible assets		15.6		17.8		31.8		36.0
Total operating expense		275.1		267.9		545.8		535.6
Operating income		40.5		36.0		70.4		75.5
Non-operating income (expense), net:								
Interest expense		(6.6)		(6.3)		(13.2)		(12.7)
Foreign currency transaction gain (loss), net		(1.5)		—		(1.6)		1.1
Income from equity method investments, net		5.8		6.4		8.7		9.4
Other income (expense), net		0.1		(0.3)		3.4		6.7
Total non-operating income (expense), net		(2.2)		(0.2)		(2.7)		4.5
Income before taxes		38.3		35.8		67.7		80.0
Income tax provision		2.7		10.0		12.4		20.2
Net income		35.6		25.8		55.3		59.8
Less: Net loss attributable to noncontrolling interests		(0.1)		(0.1)		(0.2)		(0.2)
Net income attributable to Trimble Navigation Limited:	$	35.7	$	25.9	$	55.5	$	60.0
Basic earnings per share	$	0.14	$	0.10	$	0.22	$	0.23
Shares used in calculating basic earnings per share		250.5		258.4		250.8		258.9
Diluted earnings per share	$	0.14	$	0.10	$	0.22	$	0.23
Shares used in calculating diluted earnings per share		253.7		261.4		253.9		261.9

See accompanying Notes to the Condensed Consolidated Financial Statements.

TRIMBLE NAVIGATION LIMITED
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(UNAUDITED)

	Second Quarter of		First Two Quarters of	
	2016	2015	2016	2015
(In millions)				
Net income	$ 35.6	$ 25.8	$ 55.3	$ 59.8
Foreign currency translation adjustments, net of tax	(21.1)	15.1	7.1	(55.2)
Net unrealized actuarial gain (loss), net of tax	0.1	(0.1)	—	—
Comprehensive income	14.6	40.8	62.4	4.6
Less: Comprehensive loss attributable to noncontrolling interests	(0.1)	(0.1)	(0.2)	(0.2)
Comprehensive income attributable to Trimble Navigation Limited	$ 14.7	$ 40.9	$ 62.6	$ 4.8

See accompanying Notes to the Condensed Consolidated Financial Statements.

Table of Contents

TRIMBLE NAVIGATION LIMITED
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)

	First Two Quarters of	
(In millions)	2016	2015
Cash flows from operating activities:		
Net income	$ 55.3	$ 59.8
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation expense	18.8	17.9
Amortization expense	79.9	81.5
Provision for doubtful accounts	2.4	1.2
Deferred income taxes	0.5	(0.8)
Stock-based compensation	26.7	24.5
Income from equity method investments	(8.7)	(9.4)
Divestitures gain, net	(2.7)	(5.6)
Excess tax benefit for stock-based compensation	(3.1)	(0.9)
Provision for excess and obsolete inventories	8.8	2.0
Other non-cash items	3.0	10.0
Decrease (increase) in assets:		
Accounts receivable	(18.2)	1.3
Other receivables	(1.5)	3.7
Inventories	11.2	(11.8)
Other current and non-current assets	(7.8)	(8.3)
Increase (decrease) in liabilities:		
Accounts payable	6.4	6.1
Accrued compensation and benefits	2.2	(0.8)
Deferred revenue	53.8	49.5
Accrued warranty	(0.7)	(1.4)
Other liabilities	(33.8)	(14.5)
Net cash provided by operating activities	192.5	204.0
Cash flows from investing activities:		
Acquisitions of businesses, net of cash acquired	(20.0)	(59.1)
Acquisitions of property and equipment	(12.2)	(26.5)
Purchases of equity method investments	(1.5)	(2.8)
Net proceeds from sale of businesses	10.7	12.6
Dividends received from equity method investments	10.7	7.7
Other	(0.3)	0.4
Net cash used in investing activities	(12.6)	(67.7)
Cash flows from financing activities:		
Issuances of common stock, net of tax withholdings	25.0	16.0
Repurchase and retirement of common stock	(88.3)	(73.0)
Excess tax benefit for stock-based compensation	3.1	0.9
Proceeds from debt and revolving credit lines	202.0	220.0
Payments on debt and revolving credit lines	(207.0)	(312.1)
Net cash used in financing activities	(65.2)	(148.2)
Effect of exchange rate changes on cash and cash equivalents	1.2	(7.1)
Net increase (decrease) in cash and cash equivalents	115.9	(19.0)
Cash and cash equivalents, beginning of period	116.0	148.0
Cash and cash equivalents, end of period	$ 231.9	$ 129.0

See accompanying Notes to the Condensed Consolidated Financial Statements.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS – UNAUDITED

NOTE 1. OVERVIEW AND BASIS OF PRESENTATION

Trimble Navigation Limited (Trimble or the Company) began operations in 1978 and incorporated in California in 1981. In May 2016, reincorporation of the Company from California to Delaware was approved by the shareholders. As of the date of this filing, the Company has not yet effected the reincorporation.

The Company provides technology solutions that enable professionals and field mobile workers to improve or transform their work processes. Trimble's solutions are used across a range of industries including agriculture, architecture, civil engineering, survey and land administration, construction, geospatial, environmental management, government, natural resources, transportation and utilities. Representative Trimble customers include engineering and construction firms, surveying companies, farmers and agricultural companies, enterprise firms with large-scale fleets, energy, mining and utility companies, and state, federal and municipal governments.

Trimble focuses on integrating broad technological and application capabilities to create system-level solutions that transform how work is done within the industries the Company serves. Products are sold based on return on investment and provide benefits such as lower operational costs, higher productivity, improved quality, enhanced safety and regulatory compliance, and reduced environmental impact. Representative products include equipment that automates large industrial equipment such as tractors and bulldozers; integrated systems that track fleets of vehicles and workers and provide real-time information and powerful analytics to the back-office; data collection systems that enable the management of large amounts of geo-referenced information; software solutions that connect all aspects of a construction site or a farm; and building information modeling (BIM) software that is used throughout the design, build, and operation of buildings.

The Company has a 52-53 week fiscal year, ending on the Friday nearest to December 31, which for fiscal 2015 was January 1, 2016. The second quarter of fiscal 2016 and 2015 ended on July 1, 2016 and July 3, 2015, respectively. Both fiscal 2016 and 2015 are 52-week years. Unless otherwise stated, all dates refer to the Company’s fiscal year and fiscal periods.

The Condensed Consolidated Financial Statements include the results of the Company and its consolidated subsidiaries. Inter-company accounts and transactions have been eliminated. Noncontrolling interests represent the noncontrolling shareholders’ proportionate share of the net assets and results of operations of the Company’s consolidated subsidiaries.

The accompanying financial data as of the end of the second quarter of fiscal 2016 and for the second quarter and the first two quarters of fiscal 2016 and 2015 have been prepared by the Company, without audit, pursuant to the rules and regulations of the Securities and Exchange Commission (SEC). Certain information and footnote disclosures normally included in financial statements, prepared in accordance with U.S. generally accepted accounting principles, have been condensed or omitted pursuant to such rules and regulations. The Condensed Consolidated Balance Sheet as of fiscal year end 2015 is derived from the audited Consolidated Financial Statements included in the Annual Report on Form 10-K of Trimble Navigation Limited for fiscal year 2015. The following discussion should be read in conjunction with the Company’s 2015 Annual Report on Form 10-K.

The preparation of financial statements in accordance with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in its Condensed Consolidated Financial Statements and accompanying notes. Estimates are used for allowances for doubtful accounts, sales returns reserve, allowances for inventory valuation, warranty costs, investments, goodwill impairment, intangibles impairment, purchased intangibles, stock-based compensation, and income taxes among others. Management bases its estimates on historical experience and various other assumptions believed to be reasonable. Although these estimates are based on management’s best knowledge of current events and actions that may impact the company in the future, actual results may be different from the estimates.

In the opinion of management, all adjustments necessary have been made to present a fair statement of results for the interim periods presented. The results of operations for the second quarter and the first two quarters of fiscal 2016 are not necessarily indicative of the operating results for the full fiscal year or any future periods. Individual segment revenue may be affected by seasonal buying patterns and general economic conditions.

The Company has presented revenue and cost of sales separately for products, service and subscriptions. Product revenue includes primarily hardware, software licenses, parts and accessories; service revenue includes primarily hardware and software maintenance and support, training and professional services; subscription revenue includes software as a service (SaaS).

As disclosed in the Company’s fiscal 2015 Annual Report on Form 10-K, the Company identified an error in its previously reported financial statements with regard to a portion of its goodwill balance arising from deferred tax liabilities in foreign jurisdictions that had not been properly translated to U.S. dollars. As a result, both goodwill and the cumulative translation adjustment included in Accumulated other comprehensive loss on the Condensed Consolidated Balance Sheets were overstated and the resulting foreign currency translation adjustment component of Other comprehensive income was incorrect. There was no impact on net income or cash flows.

The Company evaluated the impact of the error, both quantitatively and qualitatively, and concluded that the differences were not material individually or in the aggregate to any of the prior reporting periods. The impact had no effect on net income or cash flows, but in light of the significance of the cumulative amount of the error on comprehensive income for the third quarter and the full fiscal year 2015, the Company revised previously issued financial information, including the second quarter and the first two quarters of fiscal 2015 contained in this Quarterly Report on Form 10-Q, to correct for the foreign currency translation figures. See Note 13 of the Notes to Condensed Consolidated Financial Statements for further information.

NOTE 2. UPDATES TO SIGNIFICANT ACCOUNTING POLICIES

There have been no material changes to the Company’s significant accounting polices during the first two quarters of fiscal 2016 from those disclosed in the Company’s most recent Form 10-K.

Recent Accounting Pronouncements

In May 2014, the FASB issued a comprehensive new revenue recognition standard that replaces the current revenue recognition guidance under U.S. GAAP. The new standard requires companies to recognize revenue in a way that depicts the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Since the issuance of the revised standard, the FASB has issued several updates to the guidance for which the Company is monitoring and reviewing in contemplation of adoption. The effective date for the Company under the new standard will be the beginning of fiscal 2018, with early adoption permitted as of fiscal 2017. Entities have the option of using either a full retrospective or modified retrospective approach for the adoption of the standard. The Company is currently evaluating the effect of the updated standard on its consolidated financial statements and related disclosures.

In February 2015, the FASB issued amendments to the consolidation guidance. The amendments under the new guidance modify the evaluation of whether limited partnerships and similar legal entities are variable interest entities (VIEs) or voting interest entities and eliminate the presumption that a general partner should consolidate a limited partnership. The Company adopted the amendments beginning in the first quarter of fiscal 2016. The adoption did not have a material impact on the Company's consolidated financial statements.

In July 2015, the FASB issued amendments to simplify the measurement of inventory. Under the amendments, inventory will be measured at the “lower of cost and net realizable value” and options that currently exist for “market value” will be eliminated. The guidance defines net realizable value as the “estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation”. No other changes were made to the current guidance on inventory measurement. The amendments are effective for the Company beginning in fiscal 2017, although early adoption is permitted. The Company is currently evaluating the effect of the updated standard on its consolidated financial statements and related disclosures.

In September 2015, the FASB issued new guidance related to business combinations. The new guidance requires that any adjustments to provisional amounts in a business combination be recorded in the period such adjustments are determined, rather than retrospectively adjusting previously reported amounts. The Company adopted the amendments beginning in the first quarter of fiscal 2016. The adoption did not have a material impact on the Company's consolidated financial statements.

In January 2016, the FASB issued final guidance that will require entities to measure equity investments that do not result in consolidation and are not accounted for under the equity method at fair value and recognize any changes in fair value in net income unless the investments qualify for the new practicability exception. The amendments are effective for the Company beginning in fiscal 2018, although early adoption is permitted and should be applied by means of a cumulative-effect adjustment to the balance sheet as of the beginning of the fiscal year of adoption, with certain exceptions. The Company is currently evaluating the effect of the updated standard on its consolidated financial statements and related disclosures.

In February 2016, the FASB issued new guidance that requires a lessee to recognize assets and liabilities arising from leases on the balance sheet. Previous GAAP did not require lease assets and liabilities to be recognized for most leases. Additionally, companies are permitted to make an accounting policy election to not recognize lease assets and liabilities for leases with a term of 12 months or less. For both finance leases and operating leases, the lease liability should be initially measured at the present value of the lease payments. The recognition, measurement and presentation of expenses and cash flows arising from a lease by a lessee will not significantly change under this new guidance. This new guidance is effective for the Company beginning in fiscal 2019, although early adoption is permitted. The Company is currently evaluating the effect of this guidance on its consolidated financial statements and related disclosures.

In March 2016, the FASB issued amendments to its guidance on the accounting for derivatives and hedging. The new guidance clarifies the requirements for assessing whether contingent call or put options that can accelerate the payment of principal on debt instruments are clearly and closely related to their debt hosts. This guidance is effective for the Company beginning in fiscal 2017, although early adoption is permitted. The Company is currently evaluating the effect of this guidance on its consolidated financial statements and related disclosures.

In March 2016, the FASB issued new guidance related to equity investments and joint ventures. This standard eliminates the requirement that when an existing cost method investment qualifies for use of the equity method, an investor must restate its historical financial statements, as if the equity method had been used during all previous periods. Under the new guidance, at the point an investment qualifies for the equity method, any unrealized gain or loss in accumulated other comprehensive income will be recognized through earnings. This guidance is effective for the Company beginning in fiscal 2017, although early adoption is permitted. The Company is currently evaluating the effect of this guidance on its consolidated financial statements and related disclosures.

In March 2016, the FASB issued final guidance that will change how companies account for certain aspects of share-based payments to employees. Several aspects of the accounting for share-based payment award transactions are affected, including income tax consequences, classification of awards as either equity or liabilities, application of the forfeiture rate and classification on the statement of cash flows. The guidance is effective for the Company beginning in fiscal 2017, although early adoption is permitted. The Company is currently evaluating the effect of the updated standard on its consolidated financial statements and related disclosures.

In June 2016, the FASB issued new guidance that requires credit losses on financial assets measured at amortized cost basis to be presented based on the net amount expected to be collected, not based on incurred losses. Further, credit losses on available-for-sale debt securities should be recorded through an allowance for credit losses limited to the amount by which fair value is below amortized cost. The new standard is effective for the Company beginning in fiscal 2020. Early adoption for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2018 is permitted. The Company is currently evaluating the effect of the updated standard on its consolidated financial statements and related disclosures.

NOTE 3. SHAREHOLDERS’ EQUITY

Stock Repurchase Activities

In August 2014, the Company's Board of Directors approved a stock repurchase program (2014 Stock Repurchase Program), authorizing the Company to repurchase up to $300.0 million of Trimble’s common stock, replacing a stock repurchase program which had been in place since 2011. In August 2015, the Company’s Board of Directors approved a stock repurchase program (2015 Stock Repurchase Program), authorizing the Company to repurchase up to $400.0 million of Trimble’s common stock, replacing the 2014 Stock Repurchase Program.

During the first two quarters of fiscal 2015, the Company repurchased approximately 2.9 million shares of common stock in open market purchases, at an average price of $24.74 per share, for a total of $73.0 million under the 2014 Stock Repurchase Program.

During the first two quarters of fiscal 2016, the Company repurchased approximately 3.8 million shares of common stock in open market purchases, at an average price of $24.21 per share, for a total of $92.2 million under the 2015 Stock Repurchase Program.

Stock repurchases are reflected as a decrease to common stock based on the average book value per share for all outstanding shares calculated at the time of each individual repurchase transaction. The excess of the purchase price over this average for each repurchase is charged to retained earnings. As a result of the 2016 repurchases, retained earnings was reduced by $72.9 million in the first two quarters of fiscal 2016. Common stock repurchases under the program were recorded based upon the trade date for accounting purposes. All common shares repurchased under the programs have been canceled.

At the end of the first two quarters of fiscal 2016, the 2015 Stock Repurchase Program had remaining authorized funds of $157.7 million. Under the share repurchase program, the Company may repurchase shares from time to time in open market transactions, privately negotiated transactions, accelerated share buyback programs, tender offers, or by other means. The timing and amount of repurchase transactions will be determined by the Company’s management based on its evaluation of market conditions, share price, legal requirements and other factors. The program may be suspended, modified or discontinued at any time without prior notice.

Stock-Based Compensation Expense

Stock compensation expense is recognized based on the fair value of the portion of share-based payment awards that is expected to vest during the period and is net of estimated forfeitures.

The following table summarizes stock-based compensation expense for the second quarter and first two quarters of fiscal 2016 and 2015.

	Second Quarter of		First Two Quarters of	
	2016	2015	2016	2015
(Dollars in millions)				
Cost of sales	$ 0.9	$ 1.0	$ 1.9	$ 1.9
Research and development	2.4	2.1	4.7	4.3
Sales and marketing	2.2	2.2	4.2	4.5
General and administrative	7.5	6.7	15.9	13.8
Total operating expense	12.1	11.0	24.8	22.6
Total stock-based compensation expense	$ 13.0	$ 12.0	$ 26.7	$ 24.5

NOTE 4. BUSINESS COMBINATIONS

During the first two quarters of fiscal 2016, the Company acquired three businesses, with total cash consideration of $13.6 million, all in its Engineering and Construction segment. The Condensed Consolidated Statements of Income include the operating results of the businesses from the dates of acquisition. The acquisitions were not significant individually or in the aggregate. The largest acquisition was a cloud-based software developer for the design of sustainable and high-performance buildings, based in London and New York. In the aggregate, the businesses acquired during the first two quarters of fiscal 2016 contributed less than one percent to the Company's total revenue during the first two quarters of fiscal 2016.

The Company determined the total consideration paid for each of its acquisitions as well as the fair value of the assets acquired and liabilities assumed as of the date of acquisition. For certain acquisitions completed in the last two quarters of fiscal 2015 and the first two quarters of fiscal 2016, the fair value of the assets acquired and liabilities assumed are preliminary and may be adjusted as the Company obtains additional information, primarily related to adjustments for the true up of acquired net working capital in accordance with certain purchase agreements, and estimated values of certain net tangible assets and liabilities including tax balances, pending the completion of final studies and analyses. If there are adjustments made for these items, the fair value of intangible assets and goodwill could be impacted. Thus the provisional measurements of fair value are subject to change. Such changes could be significant. The Company expects to finalize the valuation of the net tangible and intangible assets as soon as practicable, but not later than one-year from the acquisition date.

The fair value of identifiable assets acquired and liabilities assumed were determined under the acquisition method of accounting for business combinations. The excess of purchase consideration over the fair value of net tangible and identifiable intangible assets acquired was recorded as goodwill. The fair value of intangible assets acquired is generally determined based on a discounted cash flow analysis. Acquisition costs directly related to the acquisitions, along with the changes in the fair value of the contingent consideration liabilities, of $0.9 million and $2.5 million for the second quarter and the first two quarters of fiscal 2016, respectively, and $2.8 million and $5.6 million for the corresponding periods of fiscal 2015, respectively, were expensed as incurred and were included in General and administrative expense in the Condensed Consolidated Statements of Income.

The following table summarizes the Company’s business combinations completed during the first two quarters of fiscal 2016.

	First Two Quarters of 2016
(Dollars in millions)	
Fair value of total purchase consideration	$ 13.6
Less fair value of net assets acquired:	
Net tangible liabilities assumed	(1.9)
Identifiable intangible assets	6.5
Goodwill	$ 9.0

Intangible Assets

The following table presents details of the Company’s total intangible assets:

As of	Second Quarter of Fiscal 2016			Fiscal Year End 2015		
(Dollars in millions)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Developed product technology	$ 812.4	$ (592.2)	$ 220.2	$ 802.1	$ (536.0)	$ 266.1
Trade names and trademarks	51.4	(41.3)	10.1	52.8	(39.8)	13.0
Customer relationships	446.6	(277.7)	168.9	448.1	(258.0)	190.1
Distribution rights and other intellectual properties	65.5	(55.8)	9.7	78.6	(60.7)	17.9
	$ 1,375.9	$ (967.0)	$ 408.9	$ 1,381.6	$ (894.5)	$ 487.1

The estimated future amortization expense of purchased intangible assets as of the end of the second quarter of fiscal 2016 was as follows:

(Dollars in millions)	
2016 (Remaining)	$ 72.4
2017	128.8
2018	100.6
2019	59.6
2020	31.4
Thereafter	16.1
Total	$ 408.9

Goodwill

The changes in the carrying amount of goodwill by segment for the first two quarters of fiscal 2016 were as follows:

(Dollars in millions)	Engineering and Construction	Field Solutions	Mobile Solutions	Advanced Devices	Total
Balance as of fiscal year end 2015	$ 1,140.1	$ 125.7	$ 820.7	$ 19.9	$ 2,106.4
Additions due to acquisitions and current year acquisitions' purchase price adjustments	9.0	—	—	—	9.0
Purchase price adjustments - prior years' acquisitions	(2.2)	0.1	0.1	—	(2.0)
Foreign currency translation adjustments	(1.6)	0.6	1.4	0.7	1.1
Divestitures	—	—	(6.6)	—	(6.6)
Balance as of the end of the second quarter of fiscal 2016	$ 1,145.3	$ 126.4	$ 815.6	$ 20.6	$ 2,107.9

In the first two quarters of 2016, the Company sold the Omega Group assets and Advanced Public Safety (APS) business. Both businesses provide software solutions for public safety agencies and were part of the Company’s Mobile Solutions segment. The sales resulted in a $4.9 million gain in the first two quarters of fiscal 2016, and that is included in Other income, net on the Company's Condensed Consolidated Statements of Income.

NOTE 5. INVENTORIES

Inventories consisted of the following:

As of	Second Quarter of 2016	Fiscal Year End 2015
(Dollars in millions)		
Raw materials	$ 93.3	$ 107.5
Work-in-process	7.7	5.9
Finished goods	140.7	147.7
Total inventories	$ 241.7	$ 261.1

Finished goods includes $16.4 million as of the end of the second quarter of fiscal 2016 and $14.6 million as of fiscal year end 2015 for costs that have been deferred in connection with deferred revenue arrangements.

NOTE 6. SEGMENT INFORMATION

To achieve distribution, marketing, production and technology advantages, the Company manages its operations in the following four segments:

- Engineering and Construction: This segment primarily serves customers working in architecture, engineering, construction, geospatial and government. Within this segment our most substantial product portfolios are focused on civil engineering and construction, building construction, and geospatial.

- Field Solutions: This segment provides solutions for the farming, government and consumer markets, with its products focused on agriculture and geographic information systems (GIS).

- Mobile Solutions: This segment provides solutions that enable end-users to monitor and manage their mobile work, mobile workers and mobile assets in the areas of transportation and logistics and field services management.

- Advanced Devices: The various operations that comprise this segment are aggregated on the basis that these operations do not exceed 10% of the Company's total revenue, operating income or assets. This segment is comprised of the Embedded Technologies, Timing, Applanix, Military and Advanced Systems and ThingMagic businesses.

The Company's chief operating decision maker (CODM), its Chief Executive Officer, evaluates each of its segment's performance and allocates resources based on segment operating income before income taxes and some corporate allocations. The Company and each of its segments employ consistent accounting policies. In each of its segments the Company sells many individual products. For this reason it is impracticable to segregate and identify revenue for each of the individual products or group of products.

The following table presents revenue, operating income, depreciation expense and identifiable assets for the four segments. Operating income is revenue less cost of sales and operating expense, excluding general corporate expense, acquisition costs, amortization of purchased intangible assets, restructuring charges, stock-based compensation and executive transition costs. The identifiable assets that the CODM views by segment are accounts receivable, inventories and goodwill.

(Dollars in millions)	Reporting Segments: Engineering and Construction	Field Solutions	Mobile Solutions	Advanced Devices	Total
Second Quarter of Fiscal 2016					
Revenue	$ 351.2	$ 87.1	$ 138.1	$ 33.2	$ 609.6
Operating income	61.8	25.5	18.9	11.5	117.7
Depreciation expense	3.8	0.3	1.3	0.2	5.6
Second Quarter of Fiscal 2015					
Revenue	$ 338.5	$ 87.1	$ 128.3	$ 31.9	$ 585.8
Operating income	60.5	24.9	18.9	11.1	115.4
Depreciation expense	3.5	0.3	1.3	0.2	5.3
First Two Quarters of Fiscal 2016					
Segment revenue	$ 661.0	$ 193.1	$ 274.4	$ 64.1	$ 1,192.6
Operating income	105.9	59.4	37.8	21.8	224.9
Depreciation expense	7.2	0.6	2.7	0.3	10.8
First Two Quarters of Fiscal 2015					
Segment revenue	$ 637.8	$ 202.4	$ 256.5	$ 71.7	$ 1,168.4
Operating income	97.5	65.5	39.4	26.3	228.7
Depreciation expense	7.1	0.6	2.6	0.3	10.6
As of the Second Quarter of Fiscal 2016					
Accounts receivable	$ 227.6	$ 60.6	$ 68.7	$ 20.6	$ 377.5
Inventories	159.5	37.2	27.9	17.1	241.7
Goodwill	1,145.3	126.4	815.6	20.6	2,107.9
As of Fiscal Year End 2015					
Accounts receivable	$ 215.9	$ 57.1	$ 69.6	$ 19.3	$ 361.9
Inventories	178.0	36.0	30.4	16.7	261.1
Goodwill	1,140.1	125.7	820.7	19.9	2,106.4

A reconciliation of the Company’s consolidated segment operating income to consolidated income before income taxes is as follows:

	Second Quarter of		First Two Quarters of	
(Dollars in millions)	2016	2015	2016	2015
Consolidated segment operating income	$ 117.7	$ 115.4	$ 224.9	$ 228.7
Unallocated corporate expense	(19.7)	(21.1)	(40.9)	(40.4)
Restructuring charges	(4.9)	(5.5)	(7.0)	(6.8)
Stock-based compensation	(13.0)	(12.0)	(26.7)	(24.5)
Amortization of purchased intangible assets	(39.6)	(40.8)	(79.9)	(81.5)
Consolidated operating income	40.5	36.0	70.4	75.5
Non-operating income (expense), net:	(2.2)	(0.2)	(2.7)	4.5
Consolidated income before taxes	$ 38.3	$ 35.8	$ 67.7	$ 80.0

Unallocated corporate expense includes general corporate expense, acquisition costs and executive transition costs.

NOTE 7. DEBT

Debt consisted of the following:

As of	Second Quarter of 2016	Fiscal Year End 2015
(Dollars in millions)		
Notes:		
Principal amount	$ 400.0	$ 400.0
Unamortized discount on Notes	(2.7)	(2.8)
Debt issuance costs	(2.5)	(2.7)
Credit Facilities:		
2014 Credit Facility	199.0	216.0
Uncommitted facilities	130.0	118.0
Promissory notes and other debt	1.2	1.2
Total debt	725.0	729.7
Less: Short-term debt	130.3	118.3
Long-term debt	$ 594.7	$ 611.4

Notes

In November 2014, the Company issued $400.0 million of Senior Notes (Notes) in a public offering registered with the Securities and Exchange Commission. The Notes mature on December 1, 2024 and accrue interest at a rate of 4.75% per annum, payable semiannually in arrears in cash on December 1 and June 1 of each year. The Notes are classified as long-term in the Condensed Consolidated Balance Sheet and are presented net of unamortized discount and debt issuance costs. The discount and debt issuance costs are being amortized to interest expense using the effective interest rate method over the term of the Notes.

In connection with the Notes offering, Trimble entered into an Indenture with U.S. Bank National Association, as trustee. Trimble may redeem the Notes at its option at any time, in accordance with the terms and conditions set forth in the Indenture. The Indenture contains no financial covenants. Further details regarding the terms of the Notes, including the redemption rights, and the Indenture, are provided in the Company's fiscal 2015 Annual Report on Form 10-K.

Credit Facilities

2014 Credit Facility

In November 2014, the Company entered into a five-year credit agreement with a group of lenders, which provides for an unsecured revolving loan facility of $1.0 billion (2014 Credit Facility). Under the 2014 Credit Facility, the Company may borrow, repay and reborrow funds under the revolving loan facility until its maturity on November 24, 2019, at which time the revolving facility will terminate, and all outstanding loans, together with all accrued and unpaid interest, must be repaid. The interest rate on the non-current debt outstanding under the 2014 Credit Facility was 1.70% and 1.46% at the end of the second quarter of fiscal 2016 and fiscal year end 2015, respectively, and is payable on a quarterly basis. Amounts not borrowed under the revolving facility will be subject to a commitment fee.

The outstanding balance of $199.0 million as of the end of the second quarter of fiscal 2016 and $216.0 million at the end of fiscal 2015 are classified as long-term debt in the Condensed Consolidated Balance Sheet. Unamortized debt issuance costs associated with the 2014 Credit Facility are presented as assets in the Condensed Consolidated Balance sheet and are being amortized to interest expense using the effective interest rate method over the term of the 2014 Credit Facility.

In February 2016, the Company entered into a first amendment to the 2014 Credit Facility to facilitate the Company's proposed reincorporation from California to Delaware and to effect other non-financial terms.

The Company was in compliance with all covenants pertaining to the 2014 Credit Facility at the end of the second quarter of fiscal 2016.

Uncommitted Facilities

The Company also has two $75 million revolving credit facilities which are uncommitted (Uncommitted Facilities). The Uncommitted Facilities may be called by the lenders at any time, have no covenants and no specified expiration date. The $130.0 million outstanding at the end of the second quarter of fiscal 2016 and the $118.0 million outstanding at the end of fiscal 2015 under the Uncommitted Facilities are classified as short-term debt in the Condensed Consolidated Balance Sheet. The weighted average interest rate on the Uncommitted Facilities was 1.38% at the end of the second quarter of fiscal 2016 and 1.37% the end of fiscal 2015.

Promissory Notes and Other Debt

At both the end of the second quarter of fiscal 2016 and the end of fiscal 2015, the Company had promissory notes and other notes payable totaling approximately $1.2 million, of which both $0.9 million was classified as long-term in the Condensed Consolidated Balance Sheet.

Debt Maturities

At the end of the second quarter of fiscal 2016, the Company's debt maturities based on outstanding principal were as follows (in millions):

Year Payable		
2016 (Remaining)	$	130.3
2017		0.3
2018		0.2
2019		199.1
2020		0.1
Thereafter		400.2
Total	$	730.2

NOTE 8. FAIR VALUE MEASUREMENTS

The Company determines fair value based on the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants. Where available, fair value is based on observable market prices or parameters. Where observable prices or inputs are not available, valuation models are applied. Hierarchical levels, defined by the guidance on fair value measurements, are directly related to the amount of subjectivity associated with the inputs to fair valuation of these assets and liabilities, and are as follows:

Level I—Observable inputs such as unadjusted, quoted prices in active markets for identical assets or liabilities at the measurement date.

Level II—Inputs (other than quoted prices included in Level I) are either directly or indirectly observable for the asset or liability. These include quoted prices for similar assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active.

Level III—Unobservable inputs that reflect management’s best estimate of what market participants would use in pricing the asset or liability at the measurement date. Consideration is given to the risk inherent in the valuation technique and the risk inherent in the inputs to the model.

Fair Value on a Recurring Basis

Assets and liabilities measured at fair value on a recurring basis are categorized in the tables below based upon the lowest level of significant input to the valuations.

	Fair Values as of the end of the Second Quarter of Fiscal 2016				Fair Values as of Fiscal Year End 2015			
(Dollars in millions)	Level I	Level II	Level III	Total	Level I	Level II	Level III	Total
Assets								
Deferred compensation plan assets (1)	$ 21.6	$ —	$ —	$ 21.6	$ 21.1	$ —	$ —	$ 21.1
Derivative assets (2)	—	0.4	—	0.4	—	2.9	—	2.9
Contingent consideration assets (3)	—	—	7.0	7.0	—	—	7.0	7.0
Total	$ 21.6	$ 0.4	$ 7.0	$ 29.0	$ 21.1	$ 2.9	$ 7.0	$ 31.0
Liabilities								
Deferred compensation plan liabilities (1)	$ 21.6	$ —	$ —	$ 21.6	$ 21.1	$ —	$ —	$ 21.1
Derivative liabilities (2)	—	0.4	—	0.4	—	2.1	—	2.1
Contingent consideration liabilities (4)	—	—	4.6	4.6	—	—	6.6	6.6
Total	$ 21.6	$ 0.4	$ 4.6	$ 26.6	$ 21.1	$ 2.1	$ 6.6	$ 29.8

(1) The Company maintains a self-directed, non-qualified deferred compensation plan for certain executives and other highly compensated employees. The plan assets and liabilities are invested in actively traded mutual funds and individual stocks valued using observable quoted prices in active markets. Deferred compensation plan assets and liabilities are included in Other non-current assets and Other non-current liabilities, respectively, on the Company's Condensed Consolidated Balance Sheets.

(2) Derivative assets and liabilities primarily represent forward currency exchange contracts. The Company typically enters into these contracts to minimize the short-term impact of foreign currency exchange rates on certain trade and inter-company receivables and payables. Derivative assets and liabilities are included in Other current assets and Other current liabilities on the Company's Condensed Consolidated Balance Sheets.

(3) Contingent consideration assets represents arrangements for buyers to pay the Company for certain businesses that it has divested. The fair value is determined based on the Company's expectations of future receipts. The minimum amount to be received under these arrangements is $3.5 million. Contingent consideration assets are included in Other receivables and Other non-current assets on the Company's Condensed Consolidated Balance Sheets.

(4) Contingent consideration liabilities represent arrangements to pay the former owners of certain companies that Trimble acquired. The undiscounted maximum payment under the arrangements is $18.1 million at the end of the second quarter of fiscal 2016, based on estimated future revenues, gross margins or other milestones. Contingent consideration liabilities are included in Other current liabilities and Other non-current liabilities on the Company's Condensed Consolidated Balance Sheets.

Additional Fair Value Information

The following table provides additional fair value information relating to the Company’s financial instruments outstanding:

	Carrying Amount	Fair Value	Carrying Amount	Fair Value
As of	Second Quarter of Fiscal 2016		Fiscal Year End 2015	
(Dollars in millions)				
Assets:				
Cash and cash equivalents	$ 231.9	$ 231.9	$ 116.0	$ 116.0
Liabilities:				
Notes	$ 400.0	$ 419.8	$ 400.0	$ 399.9
2014 Credit Facility	199.0	199.0	216.0	216.0
Uncommitted facilities	130.0	130.0	118.0	118.0
Promissory notes and other debt	1.2	1.2	1.2	1.2

The fair value of cash and cash equivalents is based on quoted prices in active markets for identical assets or liabilities, and is categorized as Level I in the fair value hierarchy. The fair value of the Notes was determined based on observable market prices in less active markets and is categorized accordingly as Level II in the fair value hierarchy. The fair value of the bank borrowings and promissory notes has been calculated using an estimate of the interest rate the Company would have had to pay on the issuance of notes with a similar maturity and discounting the cash flows at that rate, and is categorized as Level II in the fair value hierarchy. The fair values do not give an indication of the amount that the Company would currently have to pay to extinguish any of this debt.

NOTE 9. PRODUCT WARRANTIES

The Company accrues for warranty costs as part of its cost of sales based on associated material product costs, technical support, labor costs, and costs incurred by third parties performing work on the Company's behalf. The Company's expected future costs are primarily estimated based upon historical trends in the volume of product returns within the warranty period and the costs to repair or replace the equipment. When products sold include warranty provisions, they are covered by a warranty for periods ranging generally from 1 year to 2 years.

While the Company engages in extensive product quality programs and processes, including actively monitoring and evaluating the quality of component suppliers, its warranty obligation is affected by product failure rates, material usage and service delivery costs incurred in correcting a product failure. Should actual product failure rates, material usage, or service delivery costs differ from the estimates, revisions to the estimated warranty accrual and related costs may be required.

Changes in the Company's product warranty liability during the first two quarters of fiscal 2016 are as follows:

(Dollars in millions)	
Balance as of fiscal year end 2015	$ 18.5
Accruals for warranties issued	8.5
Changes in estimates	1.7
Warranty settlements (in cash or in kind)	(10.9)
Balance as of the end of the second quarter of fiscal 2016	$ 17.8

NOTE 10. EARNINGS PER SHARE

Basic earnings per share is computed by dividing Net income attributable to Trimble Navigation Limited by the weighted-average number of shares of common stock outstanding during the period. Diluted earnings per share is computed by dividing Net income attributable to Trimble Navigation Limited by the weighted-average number of shares of common stock outstanding during the period increased to include the number of additional shares of common stock that would have been outstanding if the potentially dilutive securities had been issued. Potentially dilutive securities include outstanding stock options, shares to be purchased under the Company's employee stock purchase plan and restricted stock units. The dilutive effect of potentially dilutive securities is reflected in diluted earnings per share by application of the treasury stock method. Under the treasury stock method, an increase in the fair market value of the Company's common stock can result in a greater dilutive effect from potentially dilutive securities.

The following table shows the computation of basic and diluted earnings per share:

	Second Quarter of		First Two Quarters of	
	2016	2015	2016	2015
(In millions, except per share amounts)				
Numerator:				
Net income attributable to Trimble Navigation Limited	$ 35.7	$ 25.9	$ 55.5	$ 60.0
Denominator:				
Weighted-average shares outstanding	250.5	258.4	250.8	258.9
Effect of dilutive securities	3.2	3.0	3.1	3.0
Weighted-average dilutive shares outstanding	253.7	261.4	253.9	261.9
Basic earnings per share	$ 0.14	$ 0.10	$ 0.22	$ 0.23
Diluted earnings per share	$ 0.14	$ 0.10	$ 0.22	$ 0.23

For the second quarter of fiscal 2016 and 2015, the Company excluded 4.5 million and 5.6 million shares of outstanding stock options, respectively, from the calculation of diluted earnings per share because their effect would have been antidilutive. For the first two quarters of fiscal 2016 and 2015, the Company excluded 4.8 million and 5.6 million shares of outstanding stock options, respectively, from the calculation of diluted earnings per share because their effect would have been antidilutive.

NOTE 11. INCOME TAXES

For the second quarter of fiscal 2016, the Company’s effective income tax rate was 7%, as compared to 28% in the corresponding period in fiscal 2015. The tax rate decrease in the second quarter of fiscal 2016 was primarily due to a one time discrete tax benefit from the APS divestiture. For the first two quarters of fiscal 2016, the Company's effective income tax rate, after discrete items, was 18% as compared to 25% in the corresponding period in fiscal 2015. The decrease in the tax rate was primarily due to a one time discrete tax benefit from the APS divestiture in the second quarter of 2016.

Historically, the Company's effective tax rate has been lower than the U.S. federal statutory rate of 35% primarily due to favorable tax rates associated with certain earnings from operations in lower-tax jurisdictions. The Company has not provided U.S. taxes for all of such earnings due to the indefinite reinvestment of some of those earnings outside the U.S.

The Company and its subsidiaries are subject to U.S. federal and state, and foreign income tax. The Company is currently in different stages of multiple year examinations by the Internal Revenue Service (IRS) as well as various state and foreign taxing authorities.

In the first quarter of fiscal 2015, the Company received a Notice of Proposed Adjustment from the IRS for the fiscal years 2010 and 2011. The proposed adjustments primarily relate to the valuations of intercompany transfers of acquired intellectual property. The assessments of tax, interest and penalties for the years in question total $67.0 million. The Company does not agree with the IRS position and filed a protest with the IRS Appeals Office in April 2015. The IRS appeals process commenced in March, 2016. While the Company and the IRS continue the appeals process, the Company has not changed its conclusions regarding its original filing positions. No payments have been made on the assessment, and the Company intends to continue to vigorously defend its position.

Based on the information currently available, the Company does not anticipate a significant increase or decrease to its unrecognized tax benefits within the next twelve months. The unrecognized tax benefits of $57.5 million and $52.7 million as of the end of the second quarter of fiscal 2016 and fiscal year end 2015, respectively, if recognized, would favorably affect the effective income tax rate in future periods. Unrecognized tax benefits are recorded in Other non-current liabilities and in the deferred tax accounts in the accompanying Condensed Consolidated Balance Sheets.

The Company's practice is to recognize interest and/or penalties related to income tax matters in income tax expense. The Company's unrecognized tax benefit liabilities include interest and penalties as of the end of the second quarter of fiscal 2016 and fiscal year end 2015, of $8.0 million and $6.7 million, respectively, which were recorded in Other non-current liabilities in the accompanying Condensed Consolidated Balance Sheets.

NOTE 12. COMMITMENTS AND CONTINGENCIES

Leases and Other Commitments

The estimated future minimum operating lease commitments as of the end of the second quarter of fiscal 2016 are as follows (in millions):

2016 (Remaining)	$	16.4
2017		27.8
2018		20.9
2019		16.5
2020		12.7
Thereafter		33.6
Total	$	127.9

As of the end of the second quarter of fiscal 2016, the Company had unconditional purchase obligations of approximately $149.2 million. These unconditional purchase obligations primarily represent open non-cancelable purchase orders for material purchases with the Company’s vendors. Purchase obligations exclude agreements that are cancelable without penalty.

Litigation

On September 2, 2011, Recreational Data Services, LLC filed a lawsuit in the Superior Court for the State of Alaska in Anchorage against Trimble Navigation Limited, Cabela’s Incorporated, AT&T Mobility and Alascom, Inc., alleging breach of contract, breach of fiduciary duty, interference with contract, promissory estoppel, fraud, and negligent misrepresentation. The case was tried in front of a jury in Alaska beginning on September 9, 2014. On September 26, 2014, the jury returned a verdict in favor of the plaintiff and awarded the plaintiff damages of $51.3 million. On January 29, 2015, the court granted our Motion for Judgment notwithstanding the Verdict, and on March 18, 2015, the Court awarded the Company a portion of its incurred attorneys' fees and costs, and entered Final Judgment in the Company's favor in the amount of $0.6 million. The Final Judgment also provides that the plaintiff take nothing on its claims. On April 17, 2015, the plaintiff filed a Notice of Appeal to the Alaska Supreme Court. The parties have completed all appellate briefing, and oral arguments were heard before the Alaska Supreme Court on February 24, 2016. A decision by the Alaska Supreme Court has not been made.

On March 12, 2015, Rachel Thompson filed a putative class action complaint in California Superior Court against the Company, the members of its Board of Directors, and JP Morgan Chase Bank. The suit alleged that the Company's Board of Directors breached their fiduciary obligations to the Company's shareholders by entering into a credit agreement with JP Morgan Chase Bank that contains certain change of control provisions that plaintiff contends are disadvantageous to shareholders. The complaint sought declaratory relief, injunctive relief, and costs of the action but did not seek monetary damages. By order filed February 1, 2016, the Court granted preliminary approval of a proposed settlement reached by the parties, which would modify one provision of the credit agreement and permit the named plaintiff to seek recovery of attorney's fees. The Court also ordered that notice be provided to shareholders, and scheduled a hearing on June 10, 2016 to consider any objections to the settlement. On June 10, 2016, without any objections, the Court issued a final order and judgment granting approval of the proposed settlement, and awarded plaintiffs $250,000 in fees and costs as agreed to by the parties.

From time to time, the Company is also involved in litigation arising out of the ordinary course of our business. There are no other material legal proceedings, other than ordinary routine litigation incidental to the business, to which the Company or any of its subsidiaries is a party or of which any of the Company's or its subsidiaries' property is subject.

NOTE 13. REVISIONS TO PREVIOUSLY REPORTED FINANCIAL INFORMATION

As disclosed in the Company's fiscal 2015 Annual Report on Form 10-K, the Company identified an error in its previously reported financial statements with regard to a portion of its goodwill balance arising from deferred tax liabilities in foreign jurisdictions that had not been properly translated to U.S. dollars. As a result, both goodwill and the cumulative translation adjustment included in Accumulated other comprehensive loss on the Condensed Consolidated Balance Sheets were overstated and the resulting foreign currency translation adjustment component of Other comprehensive income was incorrect. There was no impact on net income or cash flows.

The Company evaluated the impact of the error, both quantitatively and qualitatively, and concluded that the differences were not material individually or in the aggregate to any of the prior reporting periods. The impact had no effect on net income or cash flows, but in light of the significance of the cumulative amount of the error on comprehensive income for the third quarter and full fiscal year 2015, the Company revised previously issued financial information, including the second quarter of fiscal 2015 contained in this Quarterly Report on Form 10-Q, to correct for the foreign currency translation figures.

The following table presents the impact of these corrections in the Condensed Consolidated Statements of Comprehensive Income for the second quarter and the first two quarters of 2015 (in millions):

Consolidated Statements of Comprehensive Income	Second Quarter of 2015			First Two Quarters of 2015		
	As previously Reported	Adjustment	As Revised	As previously Reported	Adjustment	As Revised
Net income	$ 25.8	$ —	$ 25.8	$ 59.8	$ —	$ 59.8
Foreign currency translation adjustments	19.7	(4.6)	15.1	(47.5)	(7.7)	(55.2)
Net unrealized actuarial gain	(0.1)	—	(0.1)	—	—	—
Comprehensive income	45.4	(4.6)	40.8	12.3	(7.7)	4.6
Less: Comprehensive loss attributable to noncontrolling interests	(0.1)	—	(0.1)	(0.2)	—	(0.2)
Comprehensive income attributable to Trimble Navigation Limited	$ 45.5	$ (4.6)	$ 40.9	$ 12.5	$ (7.7)	$ 4.8

SPECIAL NOTE ON FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, which are subject to the “safe harbor” created by those sections. These statements include, among other things:

- the portion of our revenue coming from sales to international customers;
- seasonal fluctuations in our construction and agricultural equipment business revenues, and macroeconomic conditions and business conditions in the markets we serve;
- our plans to continue to invest in research and development at a rate consistent with our past, to develop and introduce new products, and to improve our competitive position, and to enter new markets;
- our belief that increases in recurring revenue from our software and solutions will provide us with enhanced business visibility over time;
- our potential exposure in connection with pending proceedings;
- our belief that our cash and cash equivalents, together with borrowings under our 2014 Credit Facility, will be sufficient to meet our anticipated operating cash needs, debt service, planned capital expenditures, and stock purchases under the stock repurchase program for at least the next twelve months;
- our expectation that planned capital expenditures will constitute a partial use of our cash resources; and
- fluctuations in interest rates.

The forward-looking statements regarding future events and the future results of Trimble Navigation Limited (“Trimble” or “the Company” or “we” or “our” or “us”) are based on current expectations, estimates, forecasts, and projections about the industries in which Trimble operates and the beliefs and assumptions of the management of Trimble. Discussions containing such forward-looking statements may be found in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” below. In some cases, forward-looking statements can be identified by terminology such as “may,” “will,” “should,” “could,” “predicts,” “potential,” “continue,” “expects,” “anticipates,” “future,” “intends,” “plans,” “believes,” “estimates,” and similar expressions. These forward-looking statements involve certain risks and uncertainties that could cause actual results, levels of activity, performance, achievements, and events to differ materially from those implied by such forward-looking statements, including but not limited to those discussed in “Risk Factors” below and elsewhere in this report, as well as in the Company’s Annual Report on Form 10-K for fiscal year 2015 and in other reports Trimble files with the Securities and Exchange Commission, each as it may be amended from time to time. These forward-looking statements are made as of the date of this Quarterly Report on Form 10-Q. We reserve the right to update these forward-looking statements for any reason, including the occurrence of material events, but assume no duty to update these statements to reflect subsequent events.

ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The discussion and analysis of our financial condition and results of operations are based upon our Condensed Consolidated Financial Statements, which have been prepared in accordance with accounting principles generally accepted in the U. S. The preparation of these financial statements requires us to make estimates and assumptions that affect the amounts reported in the Condensed Consolidated Financial Statements and accompanying notes. We base our estimates on historical experience and various other assumptions believed to be reasonable. Although these estimates are based on our best knowledge of current events and actions that may impact us in the future, actual results may be different from the estimates.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

Management's Discussion and Analysis of Financial Condition and Results of Operations is based on our Condensed Consolidated Financial Statements. The preparation of financial statements and related disclosures in conformity with U.S. generally accepted accounting principles requires us to make judgments, assumptions, and estimates that affect the amounts reported in the Condensed Consolidated Financial Statements and accompanying Notes. Management bases its estimates on historical experience and various other assumptions believed to be reasonable. Although these estimates are based on management’s best knowledge of current events and actions that may impact the company in the future, actual results may be different from the estimates. Management believes that there have been no significant changes during the second quarter of fiscal 2016 to the items that we disclosed as our critical accounting policies and estimates in the Management's Discussion and Analysis of Financial Condition and Results of Operations in our 2015 Annual Report on Form 10-K.

RECENT ACCOUNTING PRONOUNCEMENTS

For a summary of recent accounting pronouncements applicable to our Consolidated Financial Statements, see Note 2 to our Condensed Consolidated Financial Statements in Item 1, which is incorporated herein by reference.

EXECUTIVE LEVEL OVERVIEW

Trimble began operations in 1978 and incorporated in California in 1981. In May 2016, reincorporation of the Company from California to Delaware was approved by our shareholders. As of the date of this filing, we have not yet effected the reincorporation.

Trimble is a leading provider of technology solutions that optimize the work processes of office and mobile field professionals around the world. Our comprehensive process solutions are used across a range of industries including agriculture, architecture, civil engineering, construction, environmental management, government, natural resources, transportation and utilities. Representative Trimble customers include engineering and construction firms, contractors, surveying companies, farmers and agricultural companies, enterprise firms with large-scale fleets, energy, mining and utility companies, and state, federal and municipal governments.

Trimble focuses on integrating its broad technological and application capabilities to create vertically-focused, system-level solutions that transform how work is done within the industries we serve. The integration of sensors, software, connectivity, and information in our portfolio gives us the unique ability to provide an information model specific to the customer’s workflow. For example, in construction, our strategy is centered on the concept of a "constructible model" which is at the center of our "Connected Construction Site" solutions which provide real-time, connected, and cohesive information environments for the design, build, and operational phases of projects. In agriculture, we continue to develop “Connected Farm” solutions to optimize operations across the agriculture workflow. In transportation and logistics, our “Connected Fleet” solutions provide transportation companies with tools to enhance fuel efficiency, safety, and transparency through connected vehicles and fleets across the enterprise.

Our growth strategy is centered on multiple elements:

- *Focus on attractive markets with significant growth and profitability potential* - We focus on large markets historically underserved by technology that offer significant potential for long-term revenue growth, profitability and market leadership. Our core industries such as construction, agriculture, and transportation markets are each multi-trillion dollar global industries which operate in increasingly demanding environments with technology adoption in the early phases relative to other industries. With the emergence of mobile computing capabilities, the increasing technological know-how of end users and the compelling return on investment to our customers, we believe many of our markets are ripe for substituting Trimble’s technology and solutions in place of traditional operating methods.
- *Domain knowledge and technological innovation that benefit a diverse customer base* - We have over time redefined our technological focus from hardware-driven point solutions to integrated work process solutions by developing domain expertise and heavily reinvesting in R&D and acquisitions. We have been spending an average of 13% to 15% of revenue over the past several years on R&D and currently have over 1,100 unique patents. We intend to continue to take advantage of our technology portfolio and deep domain knowledge to quickly and cost-effectively deliver specific, targeted solutions to each of the vertical markets we serve. We look for opportunities where the need for technological change is high and which have a requirement for the integration of multiple technologies into complete vertical solutions.
- *Increasing focus on software and services* - Software and services are increasingly important elements of our solutions and are core to our growth strategy. Trimble has an open application programming interface (API) philosophy and open vendor environment which leads to increased adoption of our software offerings. Professional services constitute an additional growth channel that helps our customers integrate and optimize the use of our offerings in their environment. The increased recurring revenue from these solutions will provide us with enhanced business visibility over time.
- *Geographic expansion with localization strategy* - We view international expansion as an important element of our strategy and we continue to position ourselves in geographic markets that will serve as important sources of future growth. We currently have a physical presence in 43 countries and distribution channels in over 100 countries. In the second quarter of fiscal 2016, 51% of our sales were to customers located in countries outside of the U.S.
- *Optimized distribution channels to best access our markets* - We utilize vertically-focused distribution channels that leverage domain expertise to best serve the needs of individual markets domestically and abroad. These channels include independent dealers, joint ventures, original equipment manufacturers (OEM) sales, and distribution alliances with key partners, such as CNH Global, Caterpillar, and Nikon, as well as direct sales to end-users, that provide us with broad market reach and localization capabilities to effectively serve our markets.
- *Strategic acquisitions* - Organic growth continues to be our primary focus, while acquisitions serve to enhance our market position. We acquire businesses that bring technology, products, or distribution capabilities that augment our portfolio and allow us to penetrate existing markets more effectively, or to establish a market beachhead. Our level of success in targeting and effectively integrating acquisitions is an important aspect of our growth strategy.

Trimble’s focus on these growth drivers has led over time to growth in revenue and profitability as well as an increasingly diversified business model. Software and services growth is driving increased recurring revenue, leading to improved visibility in our business. As our solutions have expanded, our go to market model has also evolved, with a balanced mix between direct, distribution and OEM customers, and an increasing number of enterprise level customer relationships.

For the second quarter of 2016, revenue increased by $23.8 million as compared to the second quarter of 2015. By geography, performance in the second quarter was mixed. Asia and Europe were up, North America was flat and the rest of the world was down year over year. Within the quarter, we continued to experience a shift in revenue towards a more significant mix of software, recurring revenue, and services, driven both by organic growth and acquisitions.

During the first two quarters of fiscal 2016, we acquired three businesses, with total cash consideration of $13.6 million, all in our Engineering and Construction segment. The largest acquisition was a cloud-based software developer for the design of sustainable and high-performance buildings, based in London and New York. Our Condensed Consolidated Statements of Income include the operating results of the businesses from the dates of acquisition.

In addition, during the first two quarters of 2016, we sold the Omega Group assets and Advanced Public Safety (APS) business for total cash consideration of $12.0 million. Both divested businesses provide software solutions for public safety agencies and were part of our Mobile Solutions segment. Our Condensed Consolidated Statements of Income exclude the operating results of the businesses from the dates of divestiture.

Seasonality of Business

Construction purchases tend to occur in early spring, and U.S. governmental agencies tend to utilize funds available at the end of the government's fiscal year for additional purchases at the end of our third fiscal quarter in September of each year. Our agricultural equipment business revenues have historically been the highest in the first quarter, followed by the second quarter, reflecting buying in anticipation of the spring planting season in the Northern hemisphere. However, overall as a company, as a result of diversification of our business across segments and the increased impact of subscription revenues, we may experience less seasonality in the future. Changes in global macroeconomic conditions could also impact the level of seasonality we experience.

RESULTS OF OPERATIONS

Overview

The following table is a summary of revenue, gross margin and operating income for the periods indicated and should be read in conjunction with the narrative descriptions below.

	Second Quarter of		First Two Quarters of	
	2016	2015	2016	2015
(Dollars in millions)				
Revenue:				
Product	$ 407.0	$ 394.6	$ 800.6	$ 795.2
Service	109.7	105.7	211.3	206.6
Subscription	92.9	85.5	180.7	166.6
Total revenue	$ 609.6	$ 585.8	1,192.6	1,168.4
Gross margin	$ 315.6	$ 303.9	$ 616.2	$ 611.1
Gross margin %	51.8%	51.9%	51.7%	52.3%
Operating income	$ 40.5	$ 36.0	$ 70.4	$ 75.5
Operating income %	6.6%	6.1%	5.9%	6.5%

Revenue

In the second quarter of fiscal 2016, total revenue increased $23.8 million or 4% as compared to the second quarter of fiscal 2015. Product revenue increased $12.4 million or 3%, service revenue increased $4.0 million or 4%, and subscription revenue increased $7.4 million or 9%. In the first two quarters of fiscal 2016, total revenue increased $24.2 million or 2%, as compared to the first two quarters of fiscal 2015. Of this increase, product revenue increased $5.4 million or 1%, service revenue increased $4.7 million or 2%, and subscription revenue increased $14.1 million or 8%. The product revenue increase was primarily due to organic growth in Engineering and Construction and Mobile Solutions, partially offset by a decrease within Field Solutions. Service and subscription increases were primarily due to organic growth in Mobile Solutions and acquisition growth in Engineering and Construction, and to a lesser extent, acquisition growth in Field Solutions. We consider organic growth to include all revenue except for revenue associated with acquisitions made within the last four quarters.

On a segment basis, Engineering and Construction revenue for the second quarter of fiscal 2016 increased $12.7 million or 4%, Mobile Solutions increased $9.8 million or 8%, Advanced Devices increased $1.3 million or 4%, and Field Solutions was flat as compared to the second quarter of fiscal 2015. Engineering and Construction revenue for the first two quarters of fiscal 2016 increased $23.2 million or 4% and Mobile Solutions increased $17.9 million or 7%, partially offset by a decrease in Field Solutions of $9.3 million or 5% and Advanced Devices of $7.6 million or 11%, as compared to the corresponding period of fiscal 2015. The increase in Engineering and Construction revenue was primarily driven by civil engineering and construction and building construction organic growth as well as acquisition growth, partially offset by geospatial due to continued after effects of a negative oil and gas exploration market. Mobile Solutions revenue increased due to continued growth in the transportation and logistics market. Field Solutions was relatively flat for the second quarter, but was down for the first two quarters due to softness in agriculture markets in the first quarter. Advanced Devices revenue was relatively flat for the second quarter, but was down for the first two quarters due to decreased OEM and end user demand in the first quarter as compared to prior year first quarter sales which were unusually high.

Gross Margin

Gross margin varies due to a number of factors including product mix, pricing, distribution channel, production volumes and foreign currency translations.

Gross margin increased by $11.7 million and $5.1 million for the second quarter and first two quarters of fiscal 2016, respectively, as compared to the corresponding periods in fiscal 2015. Gross margin as a percentage of total revenue was 51.8% and 51.7% for the second quarter and first two quarters of fiscal 2016, respectively, as compared to 51.9% and 52.3% for the corresponding periods in fiscal 2015. The slight decrease was primarily attributable to geospatial product mix within Engineering and Construction and the effects on transportation and logistics hardware and subscription product mix of the roll out of a large customer sale within Mobile Solutions.

Operating Income

Operating income increased by $4.5 million for the second quarter and decreased by $5.1 million for the first two quarters of fiscal 2016, respectively, as compared to the corresponding periods in fiscal 2015. Operating income as a percentage of total revenue was 6.6% for the second quarter and 5.9% for the first two quarters of fiscal 2016, respectively, as compared to 6.1% and 6.5% for the corresponding periods in fiscal 2015.

Although revenue was up for the second quarter of fiscal 2016, as compared to the prior year, operating income and operating income percentage were up only slightly. Further, revenue was up for the first two quarters of fiscal 2016, as compared to the prior year, however operating income and operating income percentage decreased. The impacts to operating income for both the second quarter and first two quarters of fiscal 2016 were attributable to product mix in both Engineering and Construction and Mobile Solutions, as well as investments in growth opportunities for both segments. In addition, operating income for the first two quarters of fiscal 2016 was negatively impacted by a decrease in Field Solutions high margin product sales in the first quarter of 2016, as compared to the prior year period.

Results by Segment

To achieve distribution, marketing, production, and technology advantages in our targeted markets, we manage our operations in the following four segments: Engineering and Construction, Field Solutions, Mobile Solutions, and Advanced Devices. Operating income is revenue less cost of sales and operating expense, excluding general corporate expense, acquisition/divestiture costs, amortization of purchased intangible assets, restructuring charges, stock-based compensation and executive transition costs.

The following table is a summary of revenue and operating income by segment:

	Second Quarter of		First Two Quarters of	
	2016	2015	2016	2015
(Dollars in millions)				
Engineering and Construction				
Revenue	$ 351.2	$ 338.5	$ 661.0	$ 637.8
Segment revenue as a percent of total revenue	58%	58%	56%	55%
Operating income	$ 61.8	$ 60.5	$ 105.9	$ 97.5
Operating income as a percent of segment revenue	18%	18%	16%	15%
Field Solutions				
Revenue	$ 87.1	$ 87.1	$ 193.1	$ 202.4
Segment revenue as a percent of total revenue	14%	15%	16%	17%
Operating income	$ 25.5	$ 24.9	$ 59.4	$ 65.5
Operating income as a percent of segment revenue	29%	29%	31%	32%
Mobile Solutions				
Revenue	$ 138.1	$ 128.3	$ 274.4	$ 256.5
Segment revenue as a percent of total revenue	23%	22%	23%	22%
Operating income	$ 18.9	$ 18.9	$ 37.8	39.4
Operating income as a percent of segment revenue	14%	15%	14%	15%
Advanced Devices				
Revenue	$ 33.2	$ 31.9	$ 64.1	$ 71.7
Segment revenue as a percent of total revenue	5%	5%	5%	6%
Operating income	$ 11.5	$ 11.1	$ 21.8	$ 26.3
Operating income as a percent of segment revenue	35%	35%	34%	37%

A reconciliation of our consolidated segment operating income to consolidated income before taxes follows:

(Dollars in millions)	Second Quarter of 2016	Second Quarter of 2015	First Two Quarters of 2016	First Two Quarters of 2015
Consolidated segment operating income	$ 117.7	$ 115.4	$ 224.9	$ 228.7
Unallocated corporate expense	(19.7)	(21.1)	(40.9)	(40.4)
Restructuring charges	(4.9)	(5.5)	(7.0)	(6.8)
Stock-based compensation	(13.0)	(12.0)	(26.7)	(24.5)
Amortization of purchased intangible assets	(39.6)	(40.8)	(79.9)	(81.5)
Consolidated operating income	40.5	36.0	70.4	75.5
Non-operating income (expense), net:	(2.2)	(0.2)	(2.7)	4.5
Consolidated income before taxes	$ 38.3	$ 35.8	$ 67.7	$ 80.0

Unallocated corporate expense includes general corporate expense, acquisition costs and executive transition costs.

Engineering and Construction

Engineering and Construction revenue increased by $12.7 million or 4% and $23.2 million or 4% for the second quarter and first two quarters of fiscal 2016, respectively, as compared to the corresponding periods in fiscal 2015. Segment operating income increased by $1.3 million or 2% and $8.4 million or 9% for the second quarter and first two quarters of fiscal 2016, respectively, as compared to the corresponding periods in fiscal 2015.

The revenue increase for the second quarter and first two quarters of fiscal 2016 was primarily driven by civil engineering and construction and building construction organic growth as well as acquisition growth, while geospatial was down with continued after effects of a negative oil and gas exploration market. Operating income increased due to stronger results in civil engineering and construction and building construction, partially offset by weaker geospatial results and growth related investments in the segment.

Field Solutions

Field Solutions revenue was flat for the second quarter of fiscal 2016 and decreased by $9.3 million or 5% for the first two quarters of fiscal 2016, as compared to the corresponding periods in fiscal 2015. Segment operating income increased by $0.6 million or 2% for the second quarter and decreased by $6.1 million or 9% for the first two quarters of fiscal 2016, as compared to the corresponding periods in fiscal 2015.

Field Solutions revenue was flat for the second quarter primarily due to consistent performance within our agriculture business with some assistance from acquisitions. Operating income was up slightly for the second quarter due to higher margin sales. Field Solutions revenue and operating income decreased for the first two quarters due to softness in the agriculture markets in the first quarter, which was partially offset by cost containment. The agriculture markets remain challenging and although our expectation is that our product sales will continue to improve, to the extent that negative trends continue, our revenue and operating income could be further impacted.

Mobile Solutions

Mobile Solutions revenue increased by $9.8 million or 8% and $17.9 million or 7% for the second quarter and first two quarters of fiscal 2016, respectively, as compared to the corresponding periods in fiscal 2015. Segment operating income was flat for the second quarter of fiscal 2016 and decreased by $1.6 million or 4% for first two quarters of fiscal 2016, as compared to the corresponding periods in fiscal 2015.

Mobile Solutions revenue increased for the second quarter and first two quarters of fiscal 2016 primarily due to continued organic growth in the transportation and logistics business, with strength expected throughout the year as a result of large customer wins. Although revenue was up, operating income was down for the first two quarters of fiscal 2016 primarily due to the impact of lower margin product mix and growth related investments in the segment. We expect that Mobile Solutions operating income will improve as a result of increased revenue and improved gross margin mix. However, both revenue and operating income could be negatively impacted to the extent that the deployment of these large customer shipments are delayed.

Advanced Devices

Advanced Devices revenue increased by $1.3 million or 4% for the second quarter of fiscal 2016 and decreased by $7.6 million or 11% for the first two quarters of fiscal 2016, as compared to the corresponding periods in fiscal 2015. Segment operating income increased by $0.4 million or 4% for the second quarter and decreased by $4.5 million or 17% for the first two quarters of fiscal 2016, as compared to the corresponding periods in fiscal 2015.

Advanced Devices revenue and operating income increased for the second quarter of fiscal 2016 primarily due to an increase in Timing due to strong Nokia sales and increased revenue in Military and Advanced Systems. Advanced Devices revenue and operating income decreased for the first two quarters of fiscal 2016 primarily due to weaker OEM and end user sales, as the prior period included unusually strong sales.

Research and Development, Sales and Marketing and General and Administrative Expense

Research and development (R&D), sales and marketing (S&M) and general and administrative (G&A) expense are summarized in the following table:

	Second Quarter of		First Two Quarters of	
	2016	2015	2016	2015
(Dollars in millions)				
Research and development	$ 92.0	$ 84.5	$ 179.7	$ 171.7
Percentage of revenue	15%	15%	15%	15%
Sales and marketing	$ 97.4	$ 96.2	$ 194.1	$ 192.7
Percentage of revenue	16%	16%	16%	16%
General and administrative	$ 65.6	$ 64.2	$ 133.9	$ 128.9
Percentage of revenue	11%	11%	12%	11%
Total	$ 255.0	$ 244.9	$ 507.7	$ 493.3
Percentage of revenue	42%	42%	43%	42%

Overall, R&D, S&M and G&A expense increased by approximately $10.1 and $14.4 million for the second quarter and first two quarters of fiscal 2016, respectively, as compared to the corresponding periods in fiscal 2015.

Research and development expense increased by $7.5 million or 9% and $8.0 million or 5% for the second quarter and first two quarters of fiscal 2016, respectively, as compared to the corresponding periods in fiscal 2015. Overall, research and development spending was 15% of revenue in the second quarter and first two quarters of both fiscal 2016 and 2015.

As compared to the prior year, the second quarter of fiscal 2016 research and development expense increased 3% due to expense from acquisitions not applicable in the prior corresponding period, a 4% increase due to increased consulting expense, and a 2% increase in compensation and other expenses.

As compared to the prior year, the first two quarters of fiscal 2016 research and development expense increased 4% due to expense from acquisitions not applicable in the prior corresponding period and a 2% increase due to increased consulting expense, partially offset by a 1% decrease due to favorable foreign exchange rates.

We believe that the development and introduction of new products are critical to our future success and we expect to continue active development of new products.

Sales and marketing expense increased by $1.2 million or 1% and $1.4 million or 1% for the second quarter and first two quarters of fiscal 2016, respectively, as compared to the corresponding periods in fiscal 2015. Overall, spending for sales and marketing was 16% of revenue in the second quarter and first two quarters of both fiscal 2016 and 2015.

As compared to the prior year, the second quarter of fiscal 2016 sales and marketing expense increased 3% due to expense from acquisitions not applicable in the prior corresponding period, partially offset by a 1% decrease in other expenses and a 1% decrease due to favorable foreign exchange rates.

As compared to the prior year, the first two quarters of fiscal 2016 sales and marketing expense increased 3% due to expense from acquisitions not applicable in the prior corresponding period, partially offset by a 1% decrease in other expenses and a 1% decrease due to favorable foreign exchange rates.

General and administrative expense increased by $1.4 million, or 2% and $5.0 million or 4% for the second quarter and first two quarters of fiscal 2016, respectively, as compared to the corresponding periods in fiscal 2015. Overall, general and administrative spending was 11% and 12% of revenue in the second quarter and first two quarters of fiscal 2016, respectively, as compared to approximately 11% in both the corresponding periods of fiscal 2015.

As compared to the prior year, the second quarter of fiscal 2016 general and administrative expense increased 4% due to expense from acquisitions not applicable in the prior corresponding period, a 2% increase in consulting expense, partially offset by a 3% decrease in other expenses and a 1% decrease due to favorable foreign exchange rates.

As compared to the prior year, the first two quarters of fiscal 2016 general and administrative expense increased 4% due to expense from acquisitions not applicable in the prior corresponding period, a 3% increase in consulting expense, partially offset by a 2% decrease in other expenses and a 1% decrease due to favorable foreign exchange rates.

Amortization of Purchased Intangible Assets

Amortization of purchased intangible assets was $39.6 million in the second quarter of fiscal 2016, as compared to $40.8 million in the second quarter of fiscal 2015. Of the total $39.6 million in the second quarter of fiscal 2016, $15.6 million is presented as a separate line within Operating expense and $24.0 million is presented as a separate line within Cost of sales in our Condensed Consolidated Statements of Income. Of the total $40.8 million in the second quarter of fiscal 2015, $17.8 million is presented as a separate line within Operating expense and $23.0 million is presented as a separate line within Cost of sales in our Condensed Consolidated Statements of Income. Amortization in the second quarter of fiscal 2016 reflects acquisitions not included in the second quarter of fiscal 2015 offset by the expiration of amortization for prior acquisitions. As of the end of the second quarter of fiscal 2016 future amortization of intangible assets is expected to be $72.4 million during the remainder of fiscal 2016, $128.8 million during 2017, $100.6 million during 2018, $59.6 million during 2019, $31.4 million during 2020 and $16.1 million thereafter.

Non-operating Income (Expense), Net

The components of Non-operating income (expense), net, were as follows:

	Second Quarter of		First Two Quarters of	
	2016	2015	2016	2015
(Dollars in millions)				
Interest expense	$ (6.6)	$ (6.3)	$ (13.2)	$ (12.7)
Foreign currency transaction gain (loss), net	(1.5)	—	(1.6)	1.1
Income from equity method investments, net	5.8	6.4	8.7	9.4
Other income (expense), net	0.1	(0.3)	3.4	6.7
Total non-operating income (expense), net	$ (2.2)	$ (0.2)	$ (2.7)	$ 4.5

Non-operating income (expense), net decreased $2.0 million and $7.2 million for the second quarter and first two quarters of fiscal 2016, respectively, as compared to the corresponding periods in fiscal 2015. The decrease for the second quarter was primarily due to changes in foreign currency transaction gains and losses. The decrease for the first two quarters related to gains recognized on divested businesses, as well as changes in foreign currency transaction gains and losses.

Income Tax Provision

Our effective income tax rate, after discrete items, for the second quarter of fiscal 2016 was 7%, as compared to 28% in the corresponding period in fiscal 2015. The tax rate decrease in the second quarter of fiscal 2016 was primarily due to a one time discrete tax benefit from the APS divestiture. For the first two quarters of fiscal 2016, our effective income tax rate, after discrete items, was 18% as compared to 25% in the corresponding period in fiscal 2015. The decrease in the tax rate was primarily due to a one time discrete tax benefit from the APS divestiture in the second quarter of 2016.

Historically, our effective tax rate has been lower than the U.S. federal statutory rate of 35% primarily due to the favorable tax rates associated with certain earnings from operations in lower-tax jurisdictions. We have not provided U.S. taxes for such earnings due to the indefinite reinvestment of some of those earnings outside the U.S.

OFF-BALANCE SHEET FINANCINGS AND LIABILITIES

Other than lease commitments incurred in the normal course of business, we do not have any off-balance sheet financing arrangements or liabilities, guarantee contracts, retained or contingent interests in transferred assets, or any obligation arising out of a material variable interest in an unconsolidated entity. We do not have any majority-owned subsidiaries that are not included in the Condensed Consolidated Financial Statements. Additionally, we do not have any interest in, or relationship with, any special purpose entities.

In the normal course of business to facilitate sales of our products, we indemnify other parties, including customers, lessors and parties to other transactions with us, with respect to certain matters. We have agreed to hold the other party harmless against losses arising from a breach of representations or covenants, or out of intellectual property infringement or other claims made against certain parties. These agreements may limit the time within which an indemnification claim can be made and the amount of the claim. From time to time, in connection with divesting some of our businesses or assets, we may also indemnify purchasers for certain matters in the normal course of business, such as breaches of representations, covenants or excluded liabilities. In addition, we have entered into indemnification agreements with our officers and directors, and our bylaws contain similar indemnification obligations to our agents.

It is not possible to determine the maximum potential amount under these indemnification agreements due to the limited history of prior indemnification claims and the unique facts and circumstances involved in each particular agreement. Historically, payments made by us under these agreements were not material and no liabilities have been recorded for these obligations on the Condensed Consolidated Balance Sheets as of the end of the second quarter of fiscal 2016 and fiscal year end 2015.

LIQUIDITY AND CAPITAL RESOURCES

As of	Second Quarter of 2016	Fiscal Year End 2015
(In millions)		
Cash and cash equivalents	$ 231.9	$ 116.0
As a percentage of total assets	6.2%	3.2%
Principal balance of outstanding debt	730.2	735.2

	First Two Quarters of	
	2016	2015
(In millions)		
Cash provided by operating activities	$ 192.5	$ 204.0
Cash used in investing activities	(12.6)	(67.7)
Cash used in financing activities	(65.2)	(148.2)
Effect of exchange rate changes on cash and cash equivalents	1.2	(7.1)
Net increase (decrease) in cash and cash equivalents	$ 115.9	$ (19.0)

Cash and Cash Equivalents

As of the end of the second quarter of fiscal 2016, cash and cash equivalents totaled $231.9 million as compared to $116.0 million as of fiscal year end 2015. We had a principal balance of outstanding debt of $730.2 million as of the end of the second quarter of fiscal 2016, as compared to $735.2 million as of fiscal year end 2015.

Our ability to continue to generate cash from operations will depend in large part on profitability, the rate of collections of accounts receivable, our inventory turns and our ability to manage other areas of working capital.

We believe that our cash and cash equivalents, together with borrowings under our 2014 Credit Facility as described below under the heading “Debt”, will be sufficient to meet our anticipated operating cash needs, debt service, planned capital expenditures, acquisitions and stock repurchases under the stock repurchase program for at least the next twelve months.

We anticipate that planned capital expenditures primarily for enhancements of our ERP system, computer equipment, software, manufacturing tools and test equipment and leasehold improvements associated with business expansion, will constitute a partial use of our cash resources. Decisions related to how much cash is used for investing are influenced by the expected amount of cash to be provided by operations.

Operating Activities

Cash provided by operating activities was $192.5 million for the first two quarters of fiscal 2016, as compared to $204.0 million for the first two quarters of fiscal 2015. The decrease of $11.5 million was primarily driven by an increase in working capital requirements.

Investing Activities

Cash used in investing activities was $12.6 million for the first two quarters of fiscal 2016, as compared to $67.7 million for the first two quarters of fiscal 2015. The decrease of $55.1 million was due to reduced spending for business acquisitions and capital expenditures.

Financing Activities

Cash used in financing activities was $65.2 million for the first two quarters of fiscal 2016, as compared to $148.2 million for the first two quarters of fiscal 2015. The decrease of cash used in financing activities of $83.0 million was primarily due to a decrease in payments on debt and revolving credit lines.

Accounts Receivable and Inventory Metrics

As of	Second Quarter of 2016	Fiscal Year End 2015
Accounts receivable days sales outstanding	56	59
Inventory turns per year	4.3	4.0

Accounts receivable days sales outstanding were down at 56 days as of the end of the second quarter of fiscal 2016, as compared to 59 days as of the end of fiscal 2015. Accounts receivable days sales outstanding are calculated based on ending accounts receivable, net, divided by revenue for the corresponding fiscal quarter, times a quarterly average of 91 days. Our inventory turns were 4.3 as of the end of the second quarter of fiscal 2016 and 4.0 as of the end of fiscal 2015. Our inventory turnover is calculated based on total cost of sales for the most recent twelve months divided by average ending inventory, net, for this same twelve month period.

Debt

Notes

In November 2014, we issued $400.0 million of Senior Notes (Notes) in a public offering registered with the Securities and Exchange Commission. The Notes mature on December 1, 2024 and accrue interest at a rate of 4.75% per annum, payable semiannually in arrears in cash on December 1 and June 1 of each year. In connection with the Notes offering, we entered into an Indenture with U.S. Bank National Association, as trustee. We may redeem the Notes at our option at any time, in accordance with the terms and conditions set forth in the Indenture. Further details regarding the terms of the Notes, including the redemption rights, and the Indenture, are provided in the Company's Annual Report on Form 10-K for fiscal 2015.

2014 Credit Facility

In November 2014, we entered into a five-year credit agreement with a group of lenders, which provides for an unsecured revolving loan facility of $1.0 billion (2014 Credit Facility). Under the 2014 Credit Facility, we may borrow, repay and reborrow funds under the revolving loan facility until its maturity on November 24, 2019, at which time the revolving facility will terminate, and all outstanding loans, together with all accrued and unpaid interest, must be repaid. The interest rate on the non-current debt outstanding under the 2014 Credit Facility was 1.70% and 1.46% at the end of the second quarter of fiscal 2016 and fiscal year end 2015, respectively, and is payable on a quarterly basis. Amounts not borrowed under the revolving facility will be subject to a commitment fee. We were in compliance with all covenants pertaining to the 2014 Credit Facility at the end of the second quarter of fiscal 2016.

Uncommitted Facilities

We also have two $75 million revolving credit facilities which are uncommitted (Uncommitted Facilities). The Uncommitted Facilities may be called by the lenders at any time, have no covenants and no specified expiration date. The $130.0 million outstanding at the end of the second quarter of fiscal 2016 and the $118.0 million outstanding at the end of fiscal 2015 under the Uncommitted Facilities are considered short-term. The weighted average interest rate on the Uncommitted Facilities was 1.38% at the end of the second quarter of fiscal 2016 and 1.37% the end of fiscal 2015.

Promissory Notes and Other Debt

At the end of the second quarter of fiscal 2016 and the end of fiscal 2015, the Company had promissory notes and other notes payable both totaling approximately $1.2 million, of which both $0.9 million was classified as long-term in the Condensed Consolidated Balance Sheet.

For additional discussion of our debt, see Note 7 of Notes to Condensed Consolidated Financial Statements.

Repatriation of Foreign Earnings and Income Taxes

As of the second quarter of fiscal 2016, $211.7 million of cash and cash equivalents was held by our foreign subsidiaries, of which $12.5 million was borrowed from the U.S. under intercompany financing arrangements. If these loaned funds are needed for our operations in the U.S., we would not be required to accrue and pay U.S. federal and state taxes to repatriate the loaned funds. To the extent of other repatriation of cash held by foreign entities, we generally would be required to pay U.S. federal and state taxes. While a significant portion of our foreign earnings continue to be permanently reinvested in our foreign subsidiaries, it is anticipated this reinvestment will not impede cash needs at the parent company level. However, if we were to make significant acquisitions or stock repurchases, we may be required to increase our outstanding indebtedness, which could result in increased borrowing costs. In our determination of which foreign earnings are permanently reinvested, we consider numerous factors, including the financial requirements of the U.S. parent company, the financial requirements of the foreign subsidiaries, and the tax consequences of remitting the foreign earnings back to the U.S. There are no other material impediments to our ability to access sources of liquidity and our resulting ability to meet short and long-term liquidity needs, other than in the event we are not in compliance with the covenants under our 2014 Credit Facility or the potential tax costs of remitting foreign earnings back to the U.S.

RECONCILIATION OF GAAP TO NON-GAAP FINANCIAL MEASURES

Our non-GAAP measures are not meant to be considered in isolation or as a substitute for comparable GAAP measures. The non-GAAP financial measures included in the tables below as well as detailed explanations to the adjustments to comparable GAAP measures, are set forth below:

Non-GAAP gross margin

We believe our investors benefit by understanding our non-GAAP gross margin as a way of understanding how product mix, pricing decisions and manufacturing costs influence our business. Non-GAAP gross margin excludes restructuring costs, amortization of purchased intangible assets and stock-based compensation from GAAP gross margin. We believe that these exclusions offer investors additional information that may be useful to view trends in our gross margin performance.

Non-GAAP operating expenses

We believe this measure is important to investors evaluating our non-GAAP spending in relation to revenue. Non-GAAP operating expenses exclude restructuring costs, amortization of purchased intangible assets, stock-based compensation, acquisition/divestiture costs associated with external and incremental costs resulting directly from merger and acquisition activities such as legal, due diligence, and integration costs, and executive transition costs from GAAP operating expenses. We believe that these exclusions offer investors supplemental information to facilitate comparison of our operating expenses to our prior results.

Non-GAAP operating income

We believe our investors benefit by understanding our non-GAAP operating income trends which are driven by revenue, gross margin, and spending. Non-GAAP operating income excludes restructuring costs, amortization of purchased intangible assets, stock-based compensation, acquisition/divestiture costs associated with external and incremental costs resulting directly from merger and acquisition activities such as legal, due diligence, and integration costs, and executive transition costs. We believe that these exclusions offer an alternative means for our investors to evaluate current operating performance compared to results of other periods.

Non-GAAP non-operating income (expense), net

We believe this measure helps investors evaluate our non-operating income trends. Non-GAAP non-operating income (expense), net excludes acquisition and divestiture gains/losses associated with unusual acquisition related items such as intangible asset impairment charges and gains or losses related to the acquisition or sale of certain businesses and investments. Non-GAAP non-operating income (expense), net also excludes the write-off of debt issuance cost associated with terminated and/or modified credit facilities and costs associated with the issuance of new credit facilities and Senior Notes that were not capitalized as debt issuance costs. We believe that these exclusions provide investors with a supplemental view of our ongoing financial results.

Non-GAAP income tax provision

We believe that providing investors with the non-GAAP income tax provision is beneficial because it provides for consistent treatment of the excluded items in our non-GAAP presentation.

Non-GAAP net income

This measure provides a supplemental view of net income trends which are driven by non-GAAP income before taxes and our non-GAAP tax rate. Non-GAAP net income excludes restructuring costs, amortization of purchased intangible assets, stock-based compensation, acquisition and divestiture costs, executive transition costs, write-off of debt issuance cost and non-GAAP tax adjustments from GAAP net income. We believe our investors benefit from understanding these exclusions and from an alternative view of our net income performance as compared to our past net income performance.

Non-GAAP diluted net income per share

We believe our investors benefit by understanding our non-GAAP operating performance as reflected in a per share calculation as a way of measuring non-GAAP operating performance by ownership in the company. Non-GAAP diluted net income per share excludes restructuring costs, amortization of purchased intangible assets, stock-based compensation, acquisition and divestiture costs, executive transition costs, a write-off of debt issuance costs and non-GAAP tax adjustments from GAAP diluted net income per share. We believe that these exclusions offer investors a useful view of our diluted net income per share as compared to our past diluted net income per share.

These non-GAAP measures can be used to evaluate our historical and prospective financial performance, as well as our performance relative to competitors. We believe some of our investors track our ""core operating performance"" as a means of evaluating our performance in the ordinary, ongoing, and customary course of our operations. Core operating performance excludes items that are non-cash, not expected to recur or not reflective of ongoing financial results. Management also believes that looking at our core operating performance provides a supplemental way to provide consistency in period to period comparisons. Accordingly, management excludes from non-GAAP those items relating to restructuring, amortization of purchased intangible assets, stock based compensation, acquisition and divestiture items, executive transition costs, write-off of debt issuance costs and non-GAAP tax adjustments. For detailed explanations of the adjustments made to comparable GAAP measures, see items (A) - (I) below.

(In millions, except per share amounts)		Second Quarter of				First Two Quarters of			
		2016		2015		2016		2015	
		Dollar Amount	% of Revenue	Dollar Amount	% of Revenue	Dollar Amount	% of Revenue	Dollar Amount	% of Revenue
GROSS MARGIN:									
GAAP gross margin:		$ 315.6	51.8 %	$ 303.9	51.9 %	$ 616.2	51.7 %	$ 611.1	52.3 %
Restructuring charges	(A)	0.4	0.1 %	0.3	0.1 %	0.7	0.1 %	0.5	— %
Amortization of purchased intangible assets	(B)	24.0	3.9 %	23.0	3.9 %	48.1	4.0 %	45.5	3.9 %
Stock-based compensation	(C)	0.9	0.1 %	1.0	0.2 %	1.9	0.1 %	1.9	0.2 %
Non-GAAP gross margin:		$ 340.9	55.9 %	$ 328.2	56.1 %	$ 666.9	55.9 %	$ 659.0	56.4 %
OPERATING EXPENSES:									
GAAP operating expenses:		$ 275.1	45.1 %	$ 267.9	45.7 %	$ 545.8	45.8 %	$ 535.6	45.8 %
Restructuring charges	(A)	(4.5)	(0.7)%	(5.2)	(0.9)%	(6.3)	(0.5)%	(6.3)	(0.5)%
Amortization of purchased intangible assets	(B)	(15.6)	(2.6)%	(17.8)	(3.0)%	(31.8)	(2.7)%	(36.0)	(3.1)%
Stock-based compensation	(C)	(12.1)	(2.0)%	(11.0)	(1.9)%	(24.8)	(2.1)%	(22.6)	(1.9)%
Acquisition / divestiture items	(D)	(0.9)	(0.1)%	(2.8)	(0.5)%	(2.5)	(0.2)%	(5.6)	(0.5)%
Executive transition costs	(E)	(0.1)	— %	—	— %	(1.0)	(0.1)%	—	— %
Non-GAAP operating expenses:		$ 241.9	39.7 %	$ 231.1	39.4 %	$ 479.4	40.2 %	$ 465.1	39.8 %
OPERATING INCOME:									
GAAP operating income:		$ 40.5	6.7 %	$ 36.0	6.1 %	$ 70.4	5.9 %	$ 75.5	6.5 %
Restructuring charges	(A)	4.9	0.8 %	5.5	0.9 %	7.0	0.6 %	6.8	0.6 %
Amortization of purchased intangible assets	(B)	39.6	6.5 %	40.8	7.0 %	79.9	6.7 %	81.5	7.0 %
Stock-based compensation	(C)	13.0	2.1 %	12.0	2.0 %	26.7	2.2 %	24.5	2.0 %
Acquisition / divestiture items	(D)	0.9	0.1 %	2.8	— %	2.5	0.2 %	5.6	0.5 %
Executive transition costs	(E)	0.1	— %	—	0.6 %	1.0	0.1 %	—	— %
Non-GAAP operating income:		$ 99.0	16.2 %	$ 97.1	16.6 %	$ 187.5	15.7 %	$ 193.9	16.6 %
NON-OPERATING INCOME (EXPENSE), NET:									
GAAP non-operating income (expense), net:		$ (2.2)		$ (0.2)		$ (2.7)		$ 4.5	

Acquisition / divestiture items	(D)	0.4		0.2		(2.7)		(5.6)	
Debt issuance cost write-off	(F)	—		0.1		—		—	
Non-GAAP non-operating income (expense), net:		$ (1.8)		$ 0.1		$ (5.4)		$ (1.1)	
			GAAP and Non-GAAP Tax Rate % (I)		GAAP and Non-GAAP Tax Rate % (I)		GAAP and Non-GAAP Tax Rate % (I)		GAAP and Non-GAAP Tax Rate % (I)
INCOME TAX PROVISION:									
GAAP income tax provision:		$ 2.7	7 %	$ 10.0	28 %	$ 12.4	18 %	$ 20.2	25 %
Non-GAAP items tax effected:	(G)	4.1		17.2		21.0		29.0	
Difference in GAAP and Non-GAAP tax rate	(H)	16.4		(3.9)		10.3		(2.9)	
Non-GAAP income tax provision:		$ 23.2	24 %	$ 23.3	24 %	$ 43.7	24 %	$ 46.3	24 %
NET INCOME:									
GAAP net income attributable to Trimble Navigation Limited		$ 35.7		$ 25.9		$ 55.5		$ 60.0	
Restructuring charges	(A)	4.9		5.5		7.0		6.8	
Amortization of purchased intangible assets	(B)	39.6		40.8		79.9		81.5	
Stock-based compensation	(C)	13.0		12.0		26.7		24.5	
Acquisition / divestiture items	(D)	1.3		3.0		(0.2)		—	
Executive transition costs	(E)	0.1		—		1.0		—	
Debt issuance cost write-off	(F)	—		0.1		—		—	
Non-GAAP tax adjustments	(G) + (H)	(20.5)		(13.3)		(31.3)		(26.1)	
Non-GAAP net income attributable to Trimble Navigation Limited		$ 74.1		$ 74.0		$ 138.6		$ 146.7	
DILUTED EARNINGS PER SHARE:									
GAAP diluted earnings per share attributable to Trimble Navigation Limited		$ 0.14		$ 0.10		$ 0.22		$ 0.23	
Restructuring charges	(A)	0.02		0.02		0.03		0.03	
Amortization of purchased intangible assets	(B)	0.15		0.16		0.31		0.31	
Stock-based compensation	(C)	0.05		0.04		0.11		0.09	
Acquisition / divestiture items	(D)	0.01		0.01		—		—	
Executive transition costs	(E)	—		—		—		—	
Debt issuance cost write-off	(F)	—		—		—		—	
Non-GAAP tax adjustments	(G) + (H)	(0.08)		(0.05)		(0.12)		(0.10)	
Non-GAAP diluted earnings per share attributable to Trimble Navigation Limited		$ 0.29		$ 0.28		$ 0.55		$ 0.56	

A. *Restructuring costs.* Included in our GAAP presentation of cost of sales and operating expenses, restructuring costs recorded are primarily for employee compensation resulting from reductions in employee headcount in connection with our company restructurings. We exclude restructuring costs from our non-GAAP measures because we believe they do not reflect expected future operating expenses, they are not indicative of our core operating performance, and they are not meaningful in comparisons to our past operating performance. We have incurred restructuring expense in each of the periods presented. However the amount incurred can vary significantly based on whether a restructuring has occurred in the period and the timing of headcount reductions.

B. *Amortization of purchased intangible assets.* Included in our GAAP presentation of gross margin and operating expenses is amortization of purchased intangible assets. US GAAP accounting requires that intangible assets are recorded at fair value and amortized over their useful lives. Consequently, the timing and size of our acquisitions will cause our operating results to vary from period to period, making a comparison to past performance difficult for investors. This accounting treatment may cause differences when comparing our results to companies that grow internally because the fair value assigned to the intangible assets acquired through acquisition may significantly exceed the equivalent expenses that a company may incur for similar efforts when performed internally. Furthermore, the useful life that we expense our intangible assets over may be substantially different from the time period that an internal growth company incurs and recognizes such expenses. We believe that by excluding the amortization of purchased intangible assets, which primarily represents technology and/or customer relationships already developed, it provides an alternative way for investors to compare our operations pre-acquisition to those post-acquisitions and to those of our competitors that have pursued internal growth strategies. However, we note that companies that grow internally will incur costs to develop intangible assets that will be expensed in the period incurred, which may make a direct comparison more difficult.

C. *Stock-based compensation.* Included in our GAAP presentation of cost of sales and operating expenses, stock-based compensation consists of expenses for employee stock options and awards and purchase rights under our employee stock purchase plan. We exclude stock-based compensation expense from our non-GAAP measures because some investors may view it as not reflective of our core operating performance as it is a non-cash expense. For the second quarter and first two quarters of fiscal 2016 and 2015, stock-based compensation was allocated as follows:

	Second Quarter of		First Two Quarters of	
(Dollars in millions)	2016	2015	2016	2015
Cost of sales	$ 0.9	$ 1.0	$ 1.9	$ 1.9
Research and development	2.4	2.1	4.7	4.3
Sales and Marketing	2.2	2.2	4.2	4.5
General and administrative	7.5	6.7	15.9	13.8
	$ 13.0	$ 12.0	$ 26.7	$ 24.5

D. *Acquisition / divestiture items.* Included in our GAAP presentation of operating expenses, acquisition costs consist of external and incremental costs resulting directly from merger and acquisition and strategic investment activities such as legal, due diligence and integration costs, as well as adjustments to the fair value of our earn-out liabilities. Included in our GAAP presentation of non-operating income (expense), net, acquisition / divestiture items includes unusual acquisition, investment, or divestiture gains/losses. Although we do numerous acquisitions, the costs that have been excluded from the non-GAAP measures are costs specific to particular acquisitions. These are one-time costs that vary significantly in amount and timing and are not indicative of our core operating performance.

E. *Executive transition costs.* Included in our GAAP presentation of operating expenses are amounts paid to the Company's former CFO upon his departure under the terms of his executive severance agreement. We excluded these payments from our non-GAAP measures because they represent non-recurring expenses and are not indicative of our ongoing operating expenses. We further believe that excluding the executive transition costs from our non-GAAP results is useful to investors in that it allows for period-over-period comparability.

F. *Debt issuance cost write-off.* Included in our GAAP non-operating income (expense), net is the write-off of debt issuance costs for terminated and/or modified credit facilities and costs associated with the issuance of new credit facilities and Senior Notes in fiscal 2014 that were not capitalized as debt issuance costs. We excluded the debt issuance cost write-off from our non-GAAP measures. We believe that investors benefit from excluding this item from our non-operating income to facilitate a more meaningful evaluation of our non-operating income trends.

G. *Non-GAAP items tax effected.* This amount adjusts the provision for income taxes to reflect the effect of the non-GAAP items (A) - (F) on non-GAAP net income. We believe this information is useful to investors because it provides for consistent treatment of the excluded items in this non-GAAP presentation.

H. *Difference in GAAP and Non-GAAP tax rate.* This amount represents the difference between the GAAP and Non-GAAP tax rates applied to the Non-GAAP operating income plus the Non-GAAP non-operating income (expense), net.

I. *GAAP and non-GAAP tax rate %*. These percentages are defined as GAAP income tax provision as a percentage of GAAP income before taxes and non-GAAP income tax provision as a percentage of non-GAAP income before taxes. We believe that investors benefit from a presentation of non-GAAP tax rate percentage as a way of facilitating a comparison to non-GAAP tax rates in prior periods.

Non-GAAP Operating Income

Non-GAAP operating income increased by $1.9 million or 2% for the second quarter of fiscal 2016 and decreased $6.4 million or 3% for the first two quarters of fiscal 2016, respectively, as compared to the corresponding period in fiscal 2015. Non-GAAP operating income as a percentage of total revenue was 16.2% and 16.6% for the second quarter and first two quarters of fiscal 2016, respectively, as compared to 15.7% and 16.6% for the corresponding periods in fiscal 2015.

Non-GAAP operating income increased for the second quarter of fiscal 2016, as compared to the prior year, primarily due to revenue increases in both Engineering and Construction and Mobile Solutions, partially offset by product mix and investment in growth opportunities with those segments. Non-GAAP operating income for the first two quarters of fiscal 2016 decreased primarily due to product mix in both Engineering and Construction and Mobile Solutions, as well as investments in growth opportunities for both segments. In addition, operating income for the first two quarter of fiscal 2016 was negatively impacted by a decrease in Field Solutions high margin product sales in the first quarter of 2016, as compared to the prior year period.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

We are exposed to market risk related to changes in interest rates and foreign currency exchange rates. We use certain derivative financial instruments to manage these risks. We do not use derivative financial instruments for speculative purposes. All financial instruments are used in accordance with policies approved by our Board of Directors.

Market Interest Rate Risk

There have been no significant changes to our market interest rate risk assessment. Refer to our 2015 Annual Report on Form 10-K on page 52.

Foreign Currency Exchange Rate Risk

We operate in international markets, which expose us to market risk associated with foreign currency exchange rate fluctuations between the U.S. Dollar and various foreign currencies, the most significant of which is the Euro.

Historically, the majority of our revenue contracts are denominated in U.S. Dollars, with the most significant exception being Europe, where we invoice primarily in Euros. Additionally, a portion of our expenses, primarily the cost to manufacture, cost of personnel to deliver technical support on our products and professional services, sales and sales support and research and development, are denominated in foreign currencies, primarily the Euro. Revenue resulting from selling in local currencies and costs incurred in local currencies are exposed to foreign currency exchange rate fluctuations which can affect our operating income. As exchange rates vary, operating income may differ from expectations. In the second quarter of fiscal 2016, the impact by foreign currency exchange were immaterial on both revenue and operating income.

We enter into foreign currency forward contracts to minimize the short-term impact of foreign currency exchange rate fluctuations on cash and certain trade and inter-company receivables and payables, primarily denominated in Swiss Franc, Euro, British pound and New Zealand and Canadian dollars. These contracts reduce the exposure to fluctuations in foreign currency exchange rate movements as the gains and losses associated with foreign currency balances are generally offset with the gains and losses on the forward contracts. These instruments are marked to market through earnings every period and generally range from one to two months in maturity. We do not enter into foreign currency forward contracts for trading purposes. We occasionally enter into foreign currency forward contracts to hedge the purchase price of some of our larger business acquisitions. Foreign currency forward contracts outstanding as of the end of the second quarter of fiscal 2016 and fiscal year end 2015 are summarized as follows (in millions):

	Second Quarter of Fiscal 2016		Fiscal Year End 2015	
	Nominal Amount	Fair Value	Nominal Amount	Fair Value
Forward contracts:				
Purchased	$ (94.2)	$ 0.4	$ (86.5)	$ 1.3
Sold	$ 88.5	$ (0.4)	$ 88.1	$ (0.5)

ITEM 4. CONTROLS AND PROCEDURES

(a) Disclosure Controls and Procedures.

The management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) as of the end of the period covered by this report. Based on such evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of the end of such period, our disclosure controls and procedures are effective.

(b) Internal Control Over Financial Reporting.

There have not been any changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the fiscal quarter to which this report relates that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

On September 2, 2011, Recreational Data Services, LLC filed a lawsuit in the Superior Court for the State of Alaska in Anchorage against Trimble Navigation Limited, Cabela’s Incorporated, AT&T Mobility and Alascom, Inc., alleging breach of contract, breach of fiduciary duty, interference with contract, promissory estoppel, fraud, and negligent misrepresentation. The case was tried in front of a jury in Alaska beginning on September 9, 2014. On September 26, 2014, the jury returned a verdict in favor of the plaintiff and awarded the plaintiff damages of $51.3 million. On January 29, 2015, the court granted our Motion for Judgment notwithstanding the Verdict, and on March 18, 2015, the Court awarded us a portion of its incurred attorneys’ fees and costs, and entered judgment in our favor in the amount of $0.6 million. The judgment also provides that the plaintiff take nothing on its claims. On April 17, 2015, the plaintiff filed a Notice of Appeal to the Alaska Supreme Court. The parties have completed all appellate briefing, and oral arguments were heard before the Alaska Supreme Court on February 24, 2016. A decision by the Alaska Supreme Court has not been made.

On March 12, 2015, Rachel Thompson filed a putative class action complaint in California Superior Court against us, the members of our Board of Directors, and JP Morgan Chase Bank. The suit alleged that our Board of Directors breached their fiduciary obligations to our shareholders by entering into a credit agreement with JP Morgan Chase Bank that contains certain change of control provisions that plaintiff contends are disadvantageous to shareholders. The complaint sought declaratory relief, injunctive relief, and costs of the action but did not seek monetary damages. By order filed February 1, 2016, the Court granted preliminary approval of a proposed settlement reached by the parties, which would modify one provision of the credit agreement and permit the named plaintiff to seek recovery of attorney’s fees. The Court also ordered that notice be provided to shareholders, and scheduled a hearing on June 10, 2016 to consider any objections to the settlement. On June 10, 2016, without any objections, the Court issued a final order and judgment granting approval of the proposed settlement, and awarded plaintiffs $250,000 in fees and costs as agreed to by the parties.

From time to time, we are also involved in litigation arising out of the ordinary course of our business. There are no other material legal proceedings, other than ordinary routine litigation incidental to the business, to which we or any of our subsidiaries is a party or of which any of our or our subsidiaries' property is subject.

ITEM 1A. RISK FACTORS

A description of factors that could materially affect our business, financial condition, or operating results is included under “Risk and Uncertainties” in Item 1A of Part I of our 2015 Annual Report on Form 10-K and is incorporated herein by reference. There have been no material changes to the risk factor disclosure since our 2015 Annual Report on Form 10-K. The risk factors described in our Form 10-K are not the only risks facing our Company. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial conditions and/or operating results.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

(a) None

(b) None

(c) The following table provides information relating to our purchases of equity securities for the second quarter of fiscal 2016.

	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Program	Maximum Dollar Value of Shares that May Yet Be Purchased Under the Program	
April 2, 2016 – May 6, 2016	856,210	$23.62	856,210	$217,471,742	(1)
May 7, 2016 – June 3, 2016	1,426,040	$23.90	1,426,040	$183,390,526	
June 4, 2016 – July 1, 2016	1,024,332	$25.08	1,024,332	$157,698,820	
Total	3,306,582		3,306,582		

(1) In August 2015, the Company’s Board of Directors approved a stock repurchase program (2015 Stock Repurchase Program), authorizing the Company to repurchase up to $400.0 million of Trimble’s common stock. The timing and amount of repurchase transactions will be determined by the Company’s management based on its evaluation of market conditions, share price, legal requirements and other factors. The program may be suspended, modified or discontinued at any time without public notice.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 6. EXHIBITS

We have filed, or incorporated into the Report by reference, the exhibits listed on the accompanying Index to Exhibits immediately following the signature page of this Form 10-Q.

SIGNATURES

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

TRIMBLE NAVIGATION LIMITED

(Registrant)

By: /s/ Robert G. Painter

Robert G. Painter

Chief Financial Officer

(Authorized Officer and Principal Financial Officer)

DATE: August 9, 2016

EXHIBIT INDEX

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3.1	Restated Articles of Incorporation of the Company filed June 25, 1986. (2)
3.2	Certificate of Amendment of Articles of Incorporation of the Company filed October 6, 1988. (2)
3.3	Certificate of Amendment of Articles of Incorporation of the Company filed July 18, 1990. (2)
3.4	Certificate of Amendment of Articles of Incorporation of the Company filed May 29, 2003. (3)
3.5	Certificate of Amendment of Articles of Incorporation of the Company filed March 4, 2004. (4)
3.6	Certificate of Amendment of Articles of Incorporation of the Company filed February 21, 2007. (6)
3.7	Certificate of Amendment of Articles of Incorporation of the Company filed March 20, 2013. (7)
3.8	Bylaws of the Company, amended and restated through May 2, 2016. (5)
4.1	Specimen copy of certificate for shares of Common Stock of the Company. (1)
10.1	Form of Global Performance Stock Unit Award Agreement (Total Shareholder Return) under the Company's Amended and Restated 2002 Stock Plan. (8)
10.2	Form of Global Performance Stock Unit Award Agreement (Operating Income/Revenue) under the Company's Amended and Restated 2002 Stock Plan. (8)
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 dated August 9, 2016. (8)
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 dated August 9, 2016. (8)
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 dated August 9, 2016. (8)
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 dated August 9, 2016. (8)
101.INS	XBRL Instance Document.
101.SCH	XBRL Taxonomy Extension Schema Document.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	XBRL Taxonomy Extension Definition Document.
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.

(1) Incorporated by reference to exhibit number 4.1 to the registrant’s Registration Statement on Form S-1, as amended (File No. 33-35333), which became effective July 19, 1990.
(2) Incorporated by reference to identically numbered exhibits to the registrant’s Annual Report on Form 10-K for the fiscal year ended January 1, 1999.
(3) Incorporated by reference to exhibit number 3.5 to the registrant’s Quarterly Report on Form 10-Q for the quarter ended July 4, 2003.
(4) Incorporated by reference to exhibit number 3.6 to the registrant’s Quarterly Report on Form 10-Q for the quarter ended April 2, 2004.
(5) Incorporated by reference to exhibit number 3.2 to the Company’s Current Report on Form 8-K, filed March 22, 2016.
(6) Incorporated by reference to exhibit number 3.7 to the Company’s Quarterly Report on Form 10-Q for the quarter ended March 30, 2007.
(7) Incorporated by reference to exhibit number 3.1 to the Company’s Current Report on Form 8-K, filed March 20, 2013.
(8) Furnished or filed herewith.

TRIMBLE NAVIGATION LIMITED
AMENDED AND RESTATED 2002 STOCK PLAN

GLOBAL PERFORMANCE STOCK UNIT
AWARD AGREEMENT
(Total Shareholder Return)

Unless otherwise defined herein, the capitalized terms used in this Performance Stock Unit Award Agreement shall have the same defined meanings as set forth in the Trimble Navigation Limited Amended and Restated 2002 Stock Plan (the "Plan").

Name:

Address:

You have been awarded the right to receive Common Stock of the Company or a cash equivalent, subject to the terms and conditions of the Plan and this Global Performance Stock Unit Award Agreement, including any special terms and conditions for your country in the appendix attached hereto (the "Appendix", together with this Global Performance Stock Unit Award Agreement, the "Award Agreement"), as follows:

Target Number of Performance Stock Units Awarded

The Performance Stock Units granted under this Award Agreement to Covered Employees are intended to constitute Qualified Performance-Based Compensation.

<u>Vesting Schedule</u>

Subject to the terms of the Plan and this Award Agreement, the Performance Stock Units granted under this Award Agreement vest (i) to the extent the Performance Goals (as set forth in Schedule A) applicable to the applicable Performance Period (as specified in Schedule A) are attained, as determined accordance with the paragraph below and (ii) as long as you continue to be a Service Provider, as further described in paragraph 11 of the "Nature of Award" section below, from the date of grant of the Performance Stock Units through the last date of the Performance Period.

As soon as reasonably practicable after the completion of each Scoring Window (as set forth in Schedule A) in the Performance Period, the Administrator shall determine the actual level of attainment of the Performance Goals; <u>provided</u>, <u>however</u>, that in the case of Performance Stock Units intended to constitute Qualified Performance-Based Compensation, the determination of the level of attainment of the Performance Goals shall be certified in writing in accordance with the requirements of Code Section 162(m) by the Administrator, which shall be comprised of "outside directors" within the meaning of Code Section 162(m). On the basis of the determination or certified level of attainment of the Performance Goals, the number of Performance Stock Units that are eligible to vest shall be calculated. In the case of Performance Stock Units that are intended to constitute Qualified Performance-Based Compensation, the Administrator may not increase the number of Performance Stock Units that may be eligible to vest to a number that is greater than the number of Performance Stock Units determined in accordance with the foregoing sentence. For Performance Stock Units that are intended to constitute Qualified Performance-Based Compensation, the Performance Goal may not be adjusted except as specified in the attached Schedule A in accordance with the requirements of Code Section 162(m). For Performance Stock Units that are not intended to constitute Qualified Performance-Based Compensation, the Administrator may make such adjustment to the Performance Goal as the Administrator in its sole discretion deems appropriate.

Anything in the foregoing to the contrary notwithstanding:

(1) In the event that you cease to be a Service Provider as a result of your death prior to the last day of a Performance Period, you shall vest, with respect to each Scoring Window, in a number of Performance Stock Units equal to the product of the number of Performance Stock Units that become eligible to vest with respect to the applicable Scoring Window based on the attainment level of the Performance Goals calculated as of the end of the corresponding Scoring Window, multiplied by the Pro Rata Factor, rounded up to the nearest whole number of Performance Stock Units. “Pro Rata Factor” means a fraction, the numerator of which is the number of days that you have completed as a Service Provider during the period commencing on the date of grant of the Performance Stock Units and ending on the date that is the earliest of your death, your Retirement (as defined below) or the Shortened Performance Attainment Date (as defined below), and the denominator of which is the number of total days contained in the period commencing on the date of grant of the Performance Stock Units and ending on the last day of the corresponding Scoring Window.

(2) In the event that you cease to be a Service Provider as a result of your qualified Retirement after completing at least one (1) year of service following the date of grant, you shall vest, with respect to each Scoring Window, in a number of Performance Stock Units equal to the product of the number of Performance Stock Units that become eligible to vest with respect to the applicable Scoring Window based on the attainment level of the Performance Goals calculated as of the end of the corresponding Scoring Window, multiplied by the Pro Rata Factor. For purposes of this Award Agreement, you will have a qualified “Retirement” only if: (i) you have completed at least ten (10) years as a Service Provider and you have reached the age of sixty (60) on the date you cease to be a Service Provider (as determined based on paragraph 11 of the “Nature of Award” section below), (ii) you provide at least six (6) months advance written notice of your Retirement to the Administrator, and (iii) the Administrator (or its delegate) certifies that you qualify for the Retirement vesting provisions of this Award Agreement. For purposes of the foregoing, you will be credited with one (1) year of service after completion of each full twelve (12)-month period as a Service Provider, as determined by the Company.

(3) In the event of a Change in Control, (a) if the last day of a Scoring Window precedes the Change of Control, the Performance Stock Units subject to the any such Scoring Window that became eligible to vest based on the attainment of the Performance Goals shall vest as of the date that the attainment level has been determined in accordance with the procedures described under the “Vesting Schedule” section and (b) if the last day of a Scoring Window postdates the Change of Control, (i) each such Scoring Window shall be shortened to end on a date preceding the

consummation of the Change in Control to be selected by the Administrator (the “Shortened Performance Attainment Date”), (ii) with respect to each such Scoring Window, a number of Performance Stock Units shall vest immediately prior to the Change in Control equal to the product of the number of Performance Stock Units that become eligible to vest with respect to the applicable Scoring Window based on the attainment level of the Performance Goals calculated as of the Shortened Performance Attainment Date, multiplied by the Pro Rata Factor (the “Pro Rata Portion”), rounded up to the nearest whole number of Performance Stock Units, and (iii) a number of Performance Stock Units equal to the difference between the number of Performance Stock Units that became eligible to vest based on attainment of the Performance Goals and the Pro Rata Portion shall vest on the last day of the Performance Period, as long as you continue to be a Service Provider, as further described in paragraph 11 of the “Nature of Award” section below, through the last date of the Performance Period (the “Time-Based RSUs”). For the avoidance of any doubt, the Time-Based RSUs shall be subject to Section 14(c) of the Plan.

Settlement

For each vested Performance Stock Unit, you shall be entitled to receive (1) a number of whole Shares equal to the number of Performance Stock Units vesting on such vesting date, or (2) a cash payment equal to the product of the number of Performance Stock Units vesting on such vesting date and the Fair Market Value of one Share on such vesting date or (3) a combination of the foregoing at the Company’s discretion under the terms of the Plan. Such payment shall be made on or as soon as practicable following the date of vesting, but no later than the earlier of (i) 75 days following the end of the Performance Period or (ii) 60 days following a Change in Control if the Performance Stock Units vest pursuant to Section (3) of the “Vesting Schedule” section; provided, however, that if the Performance Stock Units constitute “non-qualified deferred compensation” that is subject to Section 409A of the Code and Change in Control does not constitute a “change in control event” within the meaning of the U.S. Treasury Regulations promulgated under Section 409A of the Code, the payment shall instead be made within the period set forth in subsection (i) above.

Forfeiture

Except as provided above under the heading “Vesting Schedule,” upon the date that you cease to be a Service Provider for any reason, all unvested Performance Stock Units shall be forfeited. The date you cease to be a Service Provider for purposes of the Award will be the date described in paragraph (11) of the “Nature of Award” section below.

Tax Obligations

You acknowledge that, regardless of any action taken by the Company or, if different, your employer (the “Employer”), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable to you (“Tax-Related Items”) is and remains your responsibility and may exceed the amount actually withheld by the Company or the Employer. You further acknowledge that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Performance Stock Units, including, but not limited to, the grant, vesting or settlement of the Performance Stock Units, the issuance of Shares (or the cash equivalent) upon settlement of the Performance Stock Units, the subsequent sale of Shares acquired pursuant to such issuance and the receipt of any dividends and/or any dividend equivalents; and (2) do not commit to and are under no obligation to structure the terms of this Award or any aspect of the Performance Stock Units to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction, you acknowledge that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, you authorize the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations with regard to Tax-Related Items by one or a combination of the following:

(1) withholding from your wages or other cash compensation paid to you by the Company and/or the Employer; or

(2) withholding from proceeds of the sale of the Shares acquired upon vesting/settlement of the Performance Stock Units either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization without further consent); or

(3) withholding in Shares to be issued upon vesting/settlement or from the cash payment received at settlement (if any) of the Performance Stock Units.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable withholding rates up to the maximum applicable rates in the applicable jurisdiction, in which case you will receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent in Shares. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, you are deemed to have been issued the full number of Shares subject to the vested Performance Stock Units, notwithstanding that a number of Shares are held back solely for the purpose of paying the Tax-Related Items.

Finally, you agree to pay the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares (or the cash equivalent) or the proceeds of the sale of Shares if you fail to comply with your obligations in connection with the Tax-Related Items.

Code Section 409A

The vesting and settlement of Performance Stock Units awarded pursuant to this Award Agreement are intended to qualify for the “short-term deferral” exemption from or comply with Section 409A of the Code. In furtherance of this intent, the provisions of this Award Agreement shall be interpreted, operated, and administered in a manner consistent with these intentions. The Administrator reserves the right, to the extent the Administrator deems necessary or advisable in its sole discretion, to unilaterally amend or modify the Plan and/or this Award Agreement to ensure that the Performance Stock Units qualify for exemption from or comply with Section 409A of the Code or to mitigate any additional tax, interest and/or penalties or other adverse tax consequences that may apply under Section 409A of the Code if compliance is not practical; provided, however, that the Company makes no representations that the Performance Stock Units will be exempt from, or compliant with, Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to these Performance Stock Units. Nothing in this Award Agreement shall provide a basis for any person to take any action against the Company or any of its Subsidiaries or Affiliates based on matters covered by Section 409A of the Code, including the tax treatment of this Award Agreement, and neither the Company nor any of its Subsidiaries or Affiliates will have any liability under any circumstances to you or any other party if the Performance Stock Units that is intended to be exempt from, or compliant with, Section 409A of the Code, is not so exempt or compliant or for any action taken by the Administrator with respect thereto.

Nature of Award

In accepting this Award, you acknowledge, understand and agree that:

(1) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(2) this Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units, or benefits in lieu of restricted stock units, even if restricted stock units have been granted in the past;

(3) all decisions with respect to future restricted stock unit grants, if any, will be at the sole discretion of the Company;

(4) this Award and your participation in the Plan shall not create a right to employment or be interpreted as forming or amending an employment or service contract with the Company, the Employer or any Affiliate, and shall not interfere with the ability of the Company, the Employer or any Affiliate, as applicable, to terminate your Service Provider relationship at any time;

(5) you are voluntarily participating in the Plan;

(6) the Performance Stock Units and the Shares subject to the Performance Stock Units are not intended to replace any pension rights or compensation;

(7) unless otherwise agreed with the Company, the Performance Stock Units and the Shares subject to the Performance Stock Units, and the income and value of same, are not granted as consideration for, or in connection with, the service you may provide as a director of a Subsidiary or Affiliate of the Company;

(8) the Performance Stock Units and the Shares subject to the Performance Stock Units, and the income and value of same, are not part of normal or expected compensation or salary for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(9) the future value of the underlying Shares is unknown, indeterminable, and cannot be predicted with certainty;

(10) no claim or entitlement to compensation or damages shall arise from forfeiture of the Performance Stock Units resulting from termination of your relationship as a Service Provider;

(11) for purposes of the Award, your relationship as a Service Provider will be considered terminated as of the date you are no longer actively providing services to the Company or one of its Subsidiaries or Affiliates (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are engaged as a Service Provider or the terms of your employment or service agreement, if any); unless otherwise expressly provided in this Award Agreement or determined by the Company, your right to vest in the Performance Stock Units under the Plan, if any, will terminate as of such date and will not be extended by any notice period (*e.g.*, the period during which you are considered a Service Provider would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where you are engaged as a Service Provider or the terms of your employment or service agreement, if any); the Administrator shall have the exclusive discretion to determine when you are no longer actively providing services for purposes of your Award (including whether you may still be considered to be actively providing services while on a leave of absence);

(12) unless otherwise agreed with the Company, the Award and Shares subject to the Award, and the income and value of same, are not granted as consideration for, or in connection with, any service you may provide as a director of any Subsidiary or Affiliate; and

(13) neither the Company, the Employer nor any Subsidiary or Affiliate shall be liable for any foreign exchange rate fluctuation between the United States Dollar and your local currency (if different) that may affect the value of the Performance Stock Units or of any amounts due to you pursuant to the settlement of the Performance Stock Units or the subsequent sale of any Shares acquired upon settlement.

No Advice Regarding Award

The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying Shares. You understand and agree that you should to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

No Shareholder Rights Prior to Settlement

You shall have no rights of a shareholder (including the right to distributions or dividends or to vote) unless and until Shares are issued pursuant to the terms of this Award Agreement.

Compliance with Law

Notwithstanding anything to the contrary contained herein, no Shares will be issued to you upon vesting of the Performance Stock Units unless the Shares subject to the Performance Stock Units are then registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or, if such Shares are not so registered, the Company has determined that such vesting and issuance would be exempt from the registration requirements of the Securities Act. Further, no Shares will be issued until completion of any other applicable registration or qualification of the Shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of any applicable governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. By accepting the Performance Stock Units, you agree not to sell any of the Shares received under this Award at a time when Applicable Laws or Company policies prohibit a sale.

Clawback Provision

The Performance Stock Units and any financial gain thereof will be subject to recoupment in accordance with any clawback policy adopted by the Company, including any clawback policy that is required to be adopted pursuant to the listing standards of any national securities exchange or association on which the Company's securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other Applicable Laws.

Insider Trading Restrictions / Market Abuse Laws

You acknowledge that, depending on your country of residence, you may be subject to insider trading restrictions and/or market abuse laws, which may affect your ability to acquire or sell Shares or rights to Shares (*e.g.*, Performance Stock Units) under the Plan during such times as you are considered to have "inside information" regarding the Company (as defined by the laws in your country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. You acknowledge that it is your responsibility to comply with any applicable restrictions and that you should speak to your personal legal advisor on this matter.

__Data Privacy__

You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Award Agreement and any other Performance Stock Unit Award materials ("Data") by and among, as applicable, the Employer, the Company and any Subsidiary or Affiliate for the exclusive purpose of implementing, administering and managing your participation in the Plan.

You understand that the Company and the Employer may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number, passport number, or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Performance Stock Units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in your favor, for the exclusive purpose of implementing, administering and managing the Plan.

You understand that Data will be transferred to the Company's designated broker/third party administrator for the Plan, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. You understand that the recipients of Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than your country. You understand that, if you reside outside the United States, you may request a list with the names and addresses of any potential recipients of Data by contacting your local human resources representative. You authorize the Company, the Company's broker and any other third parties which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer Data, in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the Plan. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that, if you reside outside the United States, you may, at any time, view Data, request additional information about the storage and processing of Data, or require any necessary amendments to Data, in any case without cost, by contacting in writing your local human resources representative. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your status as a Service Provider and career with the Employer will not be affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to award Performance Stock Units or other equity awards to you or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

Entire Agreement

The Plan is incorporated herein by reference. The Plan and this Award Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of you and the Company with respect to the subject matter hereof, and may not be modified adversely to your interest except by means of a writing signed by you and the Company.

Governing Law/Venue

This Award of Performance Stock Units and this Award Agreement are governed by, and subject to, the internal substantive laws, but not the choice of law rules, of the State of California, U.S.A.

For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Award or this Award Agreement, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the State of California, U.S.A., and agree that such litigation shall be conducted only in the courts of Santa Clara County, California, U.S.A., or the federal courts for the United States for the Northern District of California, and no other courts, where this Award is made and/or to be performed.

Language

If you have received this Award Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

Electronic Delivery and Participation

The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

Severability

The provisions of this Award Agreement (which includes the Appendix) are severable, and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

Appendix

The Performance Stock Units shall be subject to any special terms and conditions for your country set forth in the Appendix. Moreover, if you relocate to one of the countries included in the Appendix, the special terms and conditions for such country shall apply to you, unless the Company determines that the application of such terms and conditions is not necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Award Agreement.

Imposition of Other Requirements

The Company reserves the right to impose other requirements on your participation in the Plan, on the Performance Stock Units and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

Foreign Asset/Account Reporting Requirements; Exchange Controls

You acknowledge that your country may have certain foreign asset and/or foreign account reporting requirements and exchange controls which may affect your ability to acquire or hold Shares acquired under the Plan or cash received from participating in the Plan (including from any dividends paid on Shares acquired under the Plan) in a brokerage or bank account outside your country. You may be required to report such accounts, assets or transactions to the tax or other authorities in your country. You also may be required to repatriate sale proceeds or other funds received as a result of your participation in the Plan to your country through a designated bank or broker within a certain time after receipt. You acknowledges that it is your responsibility to be compliant with such regulations, and you understand and agree to consult your personal legal advisor for any details.

Waiver

You acknowledge that a waiver by the Company of breach of any provision of this Award Agreement shall not operate or be construed as a waiver of any other provision of this Award Agreement or of any subsequent breach by you or any other participant in the Plan.

BY YOUR SIGNATURE AND THE SIGNATURE OF THE COMPANY'S REPRESENTATIVE BELOW OR BY YOUR ACCEPTANCE OF THIS AWARD THROUGH THE COMPANY'S ONLINE ACCEPTANCE PROCEDURE, YOU AND THE COMPANY AGREE THAT THIS AWARD IS GOVERNED BY THE TERMS AND CONDITIONS OF THE PLAN AND THIS AWARD AGREEMENT, INCLUDING THE APPENDIX. YOU HAVE REVIEWED THE PLAN AND THIS AWARD AGREEMENT, INCLUDING THE APPENDIX, IN THEIR ENTIRETY, HAVE HAD AN OPPORTUNITY TO OBTAIN THE ADVICE OF COUNSEL PRIOR TO EXECUTING THIS AWARD AGREEMENT, AND FULLY UNDERSTAND ALL PROVISIONS OF THE PLAN AND AWARD AGREEMENT, INCLUDING THE APPENDIX. YOU HEREBY AGREE TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE ADMINISTRATOR UPON ANY QUESTIONS RELATING TO THE PLAN AND AWARD AGREEMENT, INCLUDING THE APPENDIX. YOU FURTHER AGREE TO NOTIFY THE COMPANY UPON ANY CHANGE IN YOUR RESIDENCE ADDRESS.

SERVICE PROVIDER:	TRIMBLE NAVIGATION LIMITED:
Signature	By
Print Name	Print Name
Residence Address	Title

SCHEDULE A –
TSR PERFORMANCE GOALS

1. **Target Number of Performance Stock Units (“Target TSR Units”):** [●]

The actual number of Performance Stock Units that are eligible to vest in accordance with the Vesting Schedule of the Agreement shall be based on the attainment level of the Performance Goals set forth below, in accordance with the following formula:

- For each Scoring Window (as set forth in Section 3 below), the product of (a) the Target TSR Units, multiplied by (b) the Installment Percentage (as set forth in Section 3 below), multiplied by (c) the Earned Percentage (as set forth in Section 4 below).

2. **Performance Period:** [●] – [●], with three (3) different “Scoring Windows” as described below.

3. **Annual Scoring:**

The Performance Stock Units are scored in three (3) Scoring Windows:

Scoring Window	Time Period	Installment Percentage
Window 1	[●] to [●]	33%
Window 2	[●] to [●]	33%
Window 3	[●] to [●]	34%

“**Installment Percentage**” shall mean the percentage set forth in the table above representing the portion of the Target TSR Units that is eligible to vest during the corresponding Scoring Window specified above based on the Earned Percentage applicable to the corresponding Scoring Window.

The attainment level of Total Shareholder Return (as defined below) shall be calculated at the end of each Scoring Window, at which time the formula in Section 1 of this Schedule A above shall be applied to determine the number of Performance Stock Units that become eligible to vest for each Scoring Window. Although the Performance Stock Units may become eligible to vest at the end of each Scoring Window based on the attainment level of the Performance goals, you will not vest in the Performance Stock Units unless you continue to be a Service Provider through the last day of the Performance Period, except as otherwise provided in the Vesting Schedule section of the Agreement.

4. **Performance Goals:**

For each Scoring Window, the Earned Percentage of the Performance Stock Units shall be determined by the TSR Percentile Rank based on the comparison of the Total Shareholder Return of the Company against the Total Shareholder Return of all companies included in the S&P 500 at the beginning of the Scoring Window (excluding those companies that are not members of the S&P 500 or any new companies that become members of the S&P 500 as of the end of the Scoring Window).

“**Total Shareholder Return**” shall mean the quotient of (i) the Ending Stock Price of the applicable issuer’s shares at the end of the applicable Scoring Window minus the Beginning Stock Price of such issuer’s shares at the beginning of the Scoring Window plus assumed reinvestment as of the ex-dividend date of ordinary and extraordinary cash dividends, if any, paid by such issuer during the Scoring Window, divided by (ii) the Beginning Stock Price of such issuer’s Shares at the beginning of the Scoring Window. For each Scoring Window, TSR expressed as a formula shall be as follows:

TSR = (*Ending Stock Price – Beginning Stock Price + Assumed Dividend Reinvestment*) / *Beginning Stock Price*

The stock prices and cash dividend payments reflected in the calculation of Total Shareholder Return shall be adjusted to reflect stock splits during the applicable Scoring Window, and dividends shall be assumed to be reinvested in the relevant issuer’s shares for purposes of the calculation of Total Shareholder Return. Attainment among the TSR Percentile Ranking goals is subject to interpolation on a linear basis.

TSR Percentile Ranking	**Earned Percentage**
Maximum: 80^{th} Percentile or higher	200%
Target: 50^{th} Percentile or higher	100%
Threshold: 25^{th} Percentile	50%
Below Threshold	0%

“Beginning Stock Price” shall mean the average of the closing prices of the applicable shares for the 60 trading days ending on the trading date immediately preceding the first day of the Performance Period.

“Ending Stock Price” shall mean the average of the closing price of the applicable stock for the 60 trading days up to and including the last day of the applicable Scoring Window.

APPENDIX TO

TRIMBLE NAVIGATION LIMITED
AMENDED AND RESTATED 2002 STOCK PLAN
GLOBAL PERFORMANCE STOCK UNIT
AWARD AGREEMENT

TERMS AND CONDITIONS

This Appendix, which is part of the Award Agreement, includes additional or different terms and conditions that govern the Performance Stock Units and that will apply to you if you are in one of the countries listed below. Unless otherwise defined herein, capitalized terms set forth in this Appendix shall have the meanings ascribed to them in the Plan or the Award Agreement, as applicable.

If you are a citizen or resident of a country other than the one in which you are currently working, and/or residing are considered a resident of another country for local law purposes or transfers employment and/or residency between countries after the date of grant, the Company shall, in its sole discretion, determine to what extent the terms and conditions included herein will apply to you under these circumstances.

NOTIFICATIONS

This Appendix also includes information regarding securities, exchange control and certain other issues of which you should be aware with respect to your participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of May 2016. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information in this Appendix as the only source of information relating to the consequences of your participation in the Plan because such information may be outdated when you vest in this Award and/or sell any Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to your particular situation. As a result, the Company is not in a position to assure you of any particular result. You, therefore, are advised to seek appropriate professional advice as to how the relevant laws in your country may apply to your particular situation.

Finally, if you are a citizen or resident of a country other than that in which you currently are working an/or residing, are considered a resident of another country for local law purposes or transfer employment and/or residency to a different country after the date of grant, the information contained herein may not apply in the same manner to you.

CANADA

TERMS AND CONDITIONS

Settlement. The following provision replaces the "Settlement" section of the Award Agreement:

For each vested Performance Stock Units, you shall be entitled to receive a number of Shares equal to the number of Performance Stock Units vesting on such vesting date. Such payment in the form of Shares shall be made as soon as practicable, but no later than 60 days, following the date of vesting.

The discretion to settle the Performance Stock Units in cash as described in the Award Agreement and the Plan is not applicable to Performance Stock Units granted to Service Providers in Canada.

Nature of Award. The following provision replaces paragraph (11) of the "Nature of Award" section of the Award Agreement:

For purposes of the Award, your relationship as a Service Provider will be considered terminated as of the earliest of (a) the date that your relationship as a Service Provider with the Company or one of its Subsidiaries or Affiliates is terminated; (b) the date on which you receive a written notice of termination of your relationship as a Service Provider, regardless of any notice period or period of pay in lieu of such notice required under any employment law in the country where you reside (including, but not limited to, statutory law, regulatory law and/or common law), even if such law is otherwise applicable to your benefits from the Employer; and (c) the date you are no longer actively providing services to the Company or one of its Subsidiaries or Affiliates (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are engaged as a Service Provider or the terms of your employment or service agreement, if any); unless otherwise expressly provided in this Award Agreement or determined by the Company, your right to vest in the Performance Stock Units under the Plan, if any, will terminate as of such date; the Administrator shall have the exclusive discretion to determine when you are no longer a Service Provider for purposes of your Award.

The following provisions apply if you are in Quebec:

Consent to Receive Information in English. The parties acknowledge that it is their express wish that the Award Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les parties reconnaissent avoir expressement souhaité que la convention ["Award Agreement"], ainsi que tous les documents, avis et procédures judiciaries, éxecutés, donnés ou intentés en vertu de, ou lié, directement ou indirectement à la présente convention, soient rédigés en langue anglaise.

Data Privacy. The following provision supplements the "Data Privacy" section of the Award Agreement:

You hereby authorize the Company and the Company's representatives to discuss and obtain all relevant information from all personnel, professional or non-professional, involved in the administration of the Plan. You further authorize the Company, the Employer, any Subsidiary or Affiliate and the Company's designated broker/third party administrator for the Plan (or such other stock plan service provider that may be selected by the Company to assist with the implementation, administration and management of the Plan) to disclose and discuss such information with their advisors. You also authorize the Company, the Employer and/or any Subsidiary or Affiliate to record such information and to keep such information in your employment file.

NOTIFICATIONS

Securities Law Information. You are permitted to sell Shares acquired through the Plan through the designated broker appointed under the Plan, if any (or any other broker acceptable to the Company), provided the resale of Shares acquired under the Plan takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the Nasdaq Global Select Market.

Foreign Asset/Account Reporting Information. Foreign property, including Shares and rights to receive Shares (*e.g.*, Performance Stock Units), must be reported annually on a Form T1135 (Foreign Income Verification Statement) if the total cost of the foreign property exceeds CAD100,000 at any time during the year. Unvested Performance Stock Units must be reported - generally at a nil cost - if the CAD100,000 cost threshold is exceeded because of other foreign property you hold. When Shares are acquired, their cost generally is the adjusted cost base ("ACB") of the Shares. The ACB would ordinarily equal the fair market value of the Shares at the time of acquisition, but if other Shares are also owned, this ACB may have to be averaged with the ACB of the other Shares.

FINLAND

There are no country-specific terms and conditions.

FRANCE

TERMS AND CONDITIONS

Performance Stock Units Not Tax-Qualified. You understand that this Award is not intended to be French tax-qualified.

Consent to Receive Information in English. By accepting the grant of Performance Stock Units and the Award Agreement, which provides for the terms and conditions of your Performance Stock Units, you confirm having read and understood the documents relating to this Award, which were provided to you in English. You accept the terms of those documents accordingly.

En acceptant cette attribution gratuite d'actions et ce contrat qui contient les termes et conditions de vos actions gratuites, vous confirmez avoir lu et compris les documents relatifs à cette attribution qui vous ont été transmis en langue anglaise. Vous acceptez ainsi les conditions et termes de ces documents.

NOTIFICATIONS

Foreign Asset/Account Information. If you hold securities outside of France (including Shares acquired under the Plan) or maintain a foreign bank account, you are required to report the maintenance of such to the French tax authorities when filing your annual tax return.

NEW ZEALAND

There are no country-specific terms and conditions.

UNITED STATES

There are no country-specific terms and conditions.

TRIMBLE NAVIGATION LIMITED
AMENDED AND RESTATED 2002 STOCK PLAN

GLOBAL PERFORMANCE STOCK UNIT
AWARD AGREEMENT
(Operating Income / Revenue)

Unless otherwise defined herein, the capitalized terms used in this Performance Stock Unit Award Agreement shall have the same defined meanings as set forth in the Trimble Navigation Limited Amended and Restated 2002 Stock Plan (the "Plan").

Name:

Address:

You have been awarded the right to receive Common Stock of the Company or a cash equivalent, subject to the terms and conditions of the Plan and this Global Performance Stock Unit Award Agreement, including any special terms and conditions for your country in the appendix attached hereto (the "Appendix", together with this Global Performance Stock Unit Award Agreement, the "Award Agreement"), as follows:

Target Number of Performance Stock Units Awarded

The Performance Stock Units granted under this Award Agreement to Covered Employees are intended to constitute Qualified Performance-Based Compensation.

<u>Vesting Schedule</u>

Subject to the terms of the Plan and this Award Agreement, the Performance Stock Units granted under this Award Agreement vest (i) to the extent the Performance Goals (as set forth in Schedule A) applicable to the applicable Performance Period (as specified in Schedule A) are attained, as determined accordance with the paragraph below and (ii) as long as you continue to be a Service Provider, as further described in paragraph 11 of the "Nature of Award" section below, from the date of grant of the Performance Stock Units through the last date of the Performance Period.

As soon as reasonably practicable after the completion of the Performance Period, the Administrator shall determine the actual level of attainment of the Performance Goals; <u>provided</u>, <u>however</u>, that in the case of Performance Stock Units intended to constitute Qualified Performance-Based Compensation, the determination of the level of attainment of the Performance Goals shall be certified in writing in accordance with the requirements of Code Section 162(m) by the Administrator, which shall be comprised of "outside directors" within the meaning of Code Section 162(m). On the basis of the determination or certified level of attainment of the Performance Goals, the number of Performance Stock Units that are eligible to vest shall be calculated. In the case of Performance Stock Units that are intended to constitute Qualified Performance-Based Compensation, the Administrator may not increase the number of Performance Stock Units that may be eligible to vest to a number that is greater than the number of Performance Stock Units determined in accordance with the foregoing sentence. For Performance Stock Units that are intended to constitute Qualified Performance-Based Compensation, the Performance Goal may not be adjusted except as specified in the attached Schedule A in accordance with the requirements of Code Section 162(m). For Performance Stock Units that are not intended to constitute Qualified Performance-Based Compensation, the Administrator may make such adjustment to the Performance Goal as the Administrator in its sole discretion deems appropriate.

Anything in the foregoing to the contrary notwithstanding:

(1) In the event that you cease to be a Service Provider as a result of your death prior to the last day of the Performance Period, you shall vest in a number of Performance Stock Units equal to the product of the number of Performance Stock Units that become eligible to vest based on the attainment level of the Performance Goals calculated as of the end of the Performance Period, multiplied by the Pro Rata Factor, rounded up to the nearest whole number of Performance Stock Units. “Pro Rata Factor” means a fraction, the numerator of which is the number of days that you have completed as a Service Provider during the period commencing on the date of grant of the Performance Stock Units and ending on the date that is the earlier of your death or Retirement (as defined below), and the denominator of which is the number of total days contained in the period commencing on the date of grant of the Performance Stock Units and ending on the last day of the Performance Period.

(2) In the event that you cease to be a Service Provider as a result of your qualified Retirement after completing at least one (1) year of service following the date of grant, you shall vest in a number of Performance Stock Units equal to the product of the number of Performance Stock Units that become eligible to vest based on the attainment level of the Performance Goals calculated as of the end of the Performance Period, multiplied by the Pro Rata Factor, rounded up to the nearest whole number of Performance Stock Units. For purposes of this Award Agreement, you will have a qualified “Retirement” only if: (i) you have completed at least ten (10) years as a Service Provider and you have reached the age of sixty (60) on the date you cease to be a Service Provider (as determined based on paragraph 11 of the “Nature of Award” section below), (ii) you provide at least six (6) months advance written notice of your Retirement to the Administrator, and (iii) the Administrator (or its delegate) certifies that you qualify for the Retirement vesting provisions of this Award Agreement. For purposes of the foregoing, you will be credited with one (1) year of service after completion of each full twelve (12)-month period as a Service Provider, as determined by the Company.

(3) In the event of a Change in Control that occurs prior to the end of the Performance Period, a number of Performance Stock Units shall vest immediately prior to the Change in Control equal to the greater of (A) the Target Number of Performance Stock Units Awarded and (B) the number of Performance Stock Units that become eligible to vest based on the attainment level of the Performance Goals measured against the attainment of the performance criteria underlying the Performance Goal for the Company’s previous fiscal year.

Settlement

For each vested Performance Stock Unit, you shall be entitled to receive (1) a number of whole Shares equal to the number of Performance Stock Units vesting on such vesting date, or (2) a cash payment equal to the product of the number of Performance Stock Units vesting on such vesting date and the Fair Market Value of one Share on such vesting date or (3) a combination of the foregoing at the Company’s discretion under the terms of the Plan. Such payment shall be made on or as soon as practicable following the date of vesting, but no later than the earlier of (i) 74 days following the end of the Performance Period, or (ii) 30 days following a Change in Control, or such later date that would allow the Performance Stock Units to be exempt under the “short-term deferral” exemption from Section 409A of the Code.

Forfeiture

Except as provided above under the heading “Vesting Schedule,” upon the date that you cease to be a Service Provider for any reason, all unvested Performance Stock Units shall be forfeited. The date you cease to be a Service Provider for purposes of the Award will be the date described in paragraph (11) of the “Nature of Award” section below.

Tax Obligations

You acknowledge that, regardless of any action taken by the Company or, if different, your employer (the “Employer”), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable to you (“Tax-Related Items”) is and remains your responsibility and may exceed the amount actually withheld by the Company or the Employer. You further acknowledge that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Performance Stock Units, including, but not limited to, the grant, vesting or settlement of the Performance Stock Units, the issuance of Shares (or the cash equivalent) upon settlement of the Performance Stock Units, the subsequent sale of Shares acquired pursuant to such issuance and the receipt of any dividends and/or any dividend equivalents; and (2) do not commit to and are under no obligation to structure the terms of this Award or any aspect of the Performance Stock Units to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction, you acknowledge that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, you authorize the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations with regard to Tax-Related Items by one or a combination of the following:

(1) withholding from your wages or other cash compensation paid to you by the Company and/or the Employer; or

(2) withholding from proceeds of the sale of the Shares acquired upon vesting/settlement of the Performance Stock Units either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization without further consent); or

(3) withholding in Shares to be issued upon vesting/settlement or from the cash payment received at settlement (if any) of the Performance Stock Units.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable withholding rates up to the maximum applicable rates in the applicable jurisdiction, in which case you will receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent in Shares. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, you are deemed to have been issued the full number of Shares subject to the vested Performance Stock Units, notwithstanding that a number of Shares are held back solely for the purpose of paying the Tax-Related Items.

Finally, you agree to pay the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares (or the cash equivalent) or the proceeds of the sale of Shares if you fail to comply with your obligations in connection with the Tax-Related Items.

Code Section 409A

The vesting and settlement of Performance Stock Units awarded pursuant to this Award Agreement are intended to qualify for the “short-term deferral” exemption from Section 409A of the Code. In furtherance of this intent, the provisions of this Award Agreement shall be interpreted, operated, and administered in a manner consistent with these intentions. The Administrator reserves the right, to the extent the Administrator deems necessary or advisable in its sole discretion, to unilaterally amend or modify the Plan and/or this Award Agreement to ensure that the Performance Stock Units qualify for exemption from or comply with Section 409A of the Code or to mitigate any additional tax, interest and/or penalties or other adverse tax consequences that may apply under Section 409A of the Code if compliance is not practical; provided, however, that the Company makes no representations that the Performance Stock Units will be exempt from Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to these Performance Stock Units. Nothing in this Award Agreement shall provide a basis for any person to take any action against the Company or any of its Subsidiaries or Affiliates based on matters covered by Section 409A of the Code, including the tax treatment of this Award Agreement, and neither the Company nor any of its Subsidiaries or Affiliates will have any liability under any circumstances to you or any other party if the Performance Stock Units that is intended to be exempt from, or compliant with, Section 409A of the Code, is not so exempt or compliant or for any action taken by the Administrator with respect thereto.

Nature of Award

In accepting this Award, you acknowledge, understand and agree that:

(1) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(2) this Award is voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units, or benefits in lieu of restricted stock units, even if restricted stock units have been granted in the past;

(3) all decisions with respect to future restricted stock unit grants, if any, will be at the sole discretion of the Company;

(4) this Award and your participation in the Plan shall not create a right to employment or be interpreted as forming or amending an employment or service contract with the Company, the Employer or any Affiliate, and shall not interfere with the ability of the Company, the Employer or any Affiliate, as applicable, to terminate your Service Provider relationship at any time;

(5) you are voluntarily participating in the Plan;

(6) the Performance Stock Units and the Shares subject to the Performance Stock Units are not intended to replace any pension rights or compensation;

(7) unless otherwise agreed with the Company, the Performance Stock Units and the Shares subject to the Performance Stock Units, and the income and value of same, are not granted as consideration for, or in connection with, the service you may provide as a director of a Subsidiary or Affiliate of the Company;

(8) the Performance Stock Units and the Shares subject to the Performance Stock Units, and the income and value of same, are not part of normal or expected compensation or salary for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(9) the future value of the underlying Shares is unknown, indeterminable, and cannot be predicted with certainty;

(10) no claim or entitlement to compensation or damages shall arise from forfeiture of the Performance Stock Units resulting from termination of your relationship as a Service Provider;

(11) for purposes of the Award, your relationship as a Service Provider will be considered terminated as of the date you are no longer actively providing services to the Company or one of its Subsidiaries or Affiliates (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are engaged as

a Service Provider or the terms of your employment or service agreement, if any); unless otherwise expressly provided in this Award Agreement or determined by the Company, your right to vest in the Performance Stock Units under the Plan, if any, will terminate as of such date and will not be extended by any notice period (*e.g.*, the period during which you are considered a Service Provider would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where you are engaged as a Service Provider or the terms of your employment or service agreement, if any); the Administrator shall have the exclusive discretion to determine when you are no longer actively providing services for purposes of your Award (including whether you may still be considered to be actively providing services while on a leave of absence);

(12) unless otherwise agreed with the Company, the Award and Shares subject to the Award, and the income and value of same, are not granted as consideration for, or in connection with, any service you may provide as a director of any Subsidiary or Affiliate; and

(13) neither the Company, the Employer nor any Subsidiary or Affiliate shall be liable for any foreign exchange rate fluctuation between the United States Dollar and your local currency (if different) that may affect the value of the Performance Stock Units or of any amounts due to you pursuant to the settlement of the Performance Stock Units or the subsequent sale of any Shares acquired upon settlement.

<u>No Advice Regarding Award</u>

The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying Shares. You understand and agree that you should consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

<u>No Shareholder Rights Prior to Settlement</u>

You shall have no rights of a shareholder (including the right to distributions or dividends or to vote) unless and until Shares are issued pursuant to the terms of this Award Agreement.

<u>Compliance with Law</u>

Notwithstanding anything to the contrary contained herein, no Shares will be issued to you upon vesting of the Performance Stock Units unless the Shares subject to the Performance Stock Units are then registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or, if such Shares are not so registered, the Company has determined that such vesting and issuance would be exempt from the registration requirements of the Securities Act. Further, no Shares will be issued until completion of any other applicable registration or qualification of the Shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of any applicable governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. By accepting the

Performance Stock Units, you agree not to sell any of the Shares received under this Award at a time when Applicable Laws or Company policies prohibit a sale.

Clawback Provision

The Performance Stock Units and any financial gain thereof will be subject to recoupment in accordance with any clawback policy adopted by the Company, including any clawback policy that is required to be adopted pursuant to the listing standards of any national securities exchange or association on which the Company's securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other Applicable Laws.

Insider Trading Restrictions / Market Abuse Laws

You acknowledge that, depending on your country of residence, you may be subject to insider trading restrictions and/or market abuse laws, which may affect your ability to acquire or sell Shares or rights to Shares (*e.g.*, Performance Stock Units) under the Plan during such times as you are considered to have "inside information" regarding the Company (as defined by the laws in your country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. You acknowledge that it is your responsibility to comply with any applicable restrictions and that you should speak to your personal legal advisor on this matter.

Data Privacy

You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Award Agreement and any other Performance Stock Unit Award materials ("Data") by and among, as applicable, the Employer, the Company and any Subsidiary or Affiliate for the exclusive purpose of implementing, administering and managing your participation in the Plan.

You understand that the Company and the Employer may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number, passport number, or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Performance Stock Units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in your favor, for the exclusive purpose of implementing, administering and managing the Plan.

You understand that Data will be transferred to the Company's designated broker/third party administrator for the Plan, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. You understand that the recipients of Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than your country. You understand that, if you reside outside the United States, you may request a list with the names and addresses of any potential recipients of Data by contacting your local human resources representative. You authorize the

Company, the Company's broker and any other third parties which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer Data, in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the Plan. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that, if you reside outside the United States, you may, at any time, view Data, request additional information about the storage and processing of Data, or require any necessary amendments to Data, in any case without cost, by contacting in writing your local human resources representative. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your status as a Service Provider and career with the Employer will not be affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to award Performance Stock Units or other equity awards to you or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

Entire Agreement

The Plan is incorporated herein by reference. The Plan and this Award Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of you and the Company with respect to the subject matter hereof, and may not be modified adversely to your interest except by means of a writing signed by you and the Company.

Governing Law/Venue

This Award of Performance Stock Units and this Award Agreement are governed by, and subject to, the internal substantive laws, but not the choice of law rules, of the State of California, U.S.A.

For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Award or this Award Agreement, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the State of California, U.S.A., and agree that such litigation shall be conducted only in the courts of Santa Clara County, California, U.S.A., or the federal courts for the United States for the Northern District of California, and no other courts, where this Award is made and/or to be performed.

Language

If you have received this Award Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

Electronic Delivery and Participation

The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

Severability

The provisions of this Award Agreement (which includes the Appendix) are severable, and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

Appendix

The Performance Stock Units shall be subject to any special terms and conditions for your country set forth in the Appendix. Moreover, if you relocate to one of the countries included in the Appendix, the special terms and conditions for such country shall apply to you, unless the Company determines that the application of such terms and conditions is not necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Award Agreement.

Imposition of Other Requirements

The Company reserves the right to impose other requirements on your participation in the Plan, on the Performance Stock Units and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

Foreign Asset/Account Reporting Requirements; Exchange Controls

You acknowledge that your country may have certain foreign asset and/or foreign account reporting requirements and exchange controls which may affect your ability to acquire or hold Shares acquired under the Plan or cash received from participating in the Plan (including from any dividends paid on Shares acquired under the Plan) in a brokerage or bank account outside your country. You may be required to report such accounts, assets or transactions to the tax or other authorities in your country. You also may be required to repatriate sale proceeds or other funds received as a result of your participation in the Plan to your country through a designated bank or broker within a certain time after receipt. You acknowledges that it is your responsibility to be compliant with such regulations, and you understand and agree to consult your personal legal advisor for any details.

Waiver

You acknowledge that a waiver by the Company of breach of any provision of this Award Agreement shall not operate or be construed as a waiver of any other provision of this Award Agreement or of any subsequent breach by you or any other participant in the Plan.

BY YOUR SIGNATURE AND THE SIGNATURE OF THE COMPANY'S REPRESENTATIVE BELOW OR BY YOUR ACCEPTANCE OF THIS AWARD

THROUGH THE COMPANY'S ONLINE ACCEPTANCE PROCEDURE, YOU AND THE COMPANY AGREE THAT THIS AWARD IS GOVERNED BY THE TERMS AND CONDITIONS OF THE PLAN AND THIS AWARD AGREEMENT, INCLUDING THE APPENDIX. YOU HAVE REVIEWED THE PLAN AND THIS AWARD AGREEMENT, INCLUDING THE APPENDIX, IN THEIR ENTIRETY, HAVE HAD AN OPPORTUNITY TO OBTAIN THE ADVICE OF COUNSEL PRIOR TO EXECUTING THIS AWARD AGREEMENT, AND FULLY UNDERSTAND ALL PROVISIONS OF THE PLAN AND AWARD AGREEMENT, INCLUDING THE APPENDIX. YOU HEREBY AGREE TO ACCEPT AS BINDING, CONCLUSIVE AND FINAL ALL DECISIONS OR INTERPRETATIONS OF THE ADMINISTRATOR UPON ANY QUESTIONS RELATING TO THE PLAN AND AWARD AGREEMENT, INCLUDING THE APPENDIX. YOU FURTHER AGREE TO NOTIFY THE COMPANY UPON ANY CHANGE IN YOUR RESIDENCE ADDRESS.

SERVICE PROVIDER:	TRIMBLE NAVIGATION LIMITED:
______________________	______________________
Signature	By
______________________	______________________
Print Name	Print Name
______________________	______________________
Residence Address	Title

SCHEDULE A –
OPERATING INCOME / REVENUE PERFORMANCE GOAL SCHEDULE

1. **Target Number of Performance Stock Units (“OI/Revenue Target Units”):** [●] to [●]

The actual number of Performance Stock Units that are eligible to vest in accordance with the Vesting Schedule of the Agreement shall be based on the attainment level of the Performance Goals set forth below, in accordance with the following formula:

- The product of the OI/Revenue Target Units, multiplied by the Performance Attainment Factor (as set forth in the table below).

2. **Performance Period:** [●] to [●].

3. **Performance Goals:**

The Performance Attainment Factor shall be determined by reference to the intersection of the Operating Income Percentage and Revenue in the table below, measured as of the end of the Performance Period, with performance in between the identified attainment performance attainment level (*i.e.*, Performance Attainment Factor percentage attainment) determined by interpolation on a linear basis.

Performance Attainment Factor								
201_	201_ OI%	201_ OI%	201_ OI%	201_ OI%	201_ OI%	201_ OI%	201_ OI%	201_ OI%
Revenue (millions)	[●]%	[●]%	[●]%	[●]%	[●]%	[●]%	[●]%	[●]%
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]

For this purpose:

“**Operating Income Percentage**” means a percentage determined by the following formula:

- a fraction, the numerator of which is the Company’s year-end non-GAAP operating income for fiscal year 201_ (“Operating Income”) as reported in the Company’s year-end earnings press release reported on a Form 8-K or such other report that is filed or furnished with the Securities and Exchange Commission (the “FY1_ Earnings Release”), and the denominator of which is the Company’s Revenue for fiscal year 201_.

- **"Revenue"** means the Company's year-end revenue for fiscal year 201_ as reported in the FY1_ Earnings Release.

4. Mandatory Adjustments for Awards to Covered Employees:

For Performance Stock Units that are intended to constitute Qualified Performance-Based Compensation, the definition of or methods of determining Revenue and Operating Income to ascertain the attainment level of the Performance Goal shall not be adjusted except as provided in the following:

(a) Revenue and Operating Income shall be calculated without regard to changes in Critical Accounting Policies identified in the Company's SEC filings or any required changes in reporting of non-GAAP financial results subsequent to _________, 201_ .

(b) Revenue and Operating Income shall be adjusted for the effects of divestiture or discontinuance of specific businesses of the Company as follows: (i) if Operating Income associated with a business which is discontinued or divested after _________, 201_ is positive in the annual financial reporting period preceding discontinuance or divestiture, the revenue and operating income corresponding to such business in the annual financial reporting period preceding the date of discontinuance or divestiture shall be added to the total Revenue and Operating Income otherwise calculated in determining attainment of the Performance Goal and (ii) if Operating Income associated with a business which is discontinued or divested after _________, 201_ is negative in the annual financial reporting period preceding discontinuance or divestiture, the revenue corresponding to such business in the annual financial reporting period preceding discontinuance or divestiture shall be added to the total Revenue otherwise calculated in determining attainment of the Performance Goal.

(c) If an acquisition completed by the Company during the Performance Period results in a reduction or "haircut" in deferred revenue corresponding to the acquired business, Revenue and Operating Income shall be increased to eliminate the effect of the deferred revenue reduction and associated deferred costs, if any.

APPENDIX TO

TRIMBLE NAVIGATION LIMITED
AMENDED AND RESTATED 2002 STOCK PLAN
GLOBAL PERFORMANCE STOCK UNIT
AWARD AGREEMENT

TERMS AND CONDITIONS

This Appendix, which is part of the Award Agreement, includes additional or different terms and conditions that govern the Performance Stock Units and that will apply to you if you are in one of the countries listed below. Unless otherwise defined herein, capitalized terms set forth in this Appendix shall have the meanings ascribed to them in the Plan or the Award Agreement, as applicable.

If you are a citizen or resident of a country other than the one in which you are currently working, and/or residing are considered a resident of another country for local law purposes or transfers employment and/or residency between countries after the date of grant, the Company shall, in its sole discretion, determine to what extent the terms and conditions included herein will apply to you under these circumstances.

NOTIFICATIONS

This Appendix also includes information regarding securities, exchange control and certain other issues of which you should be aware with respect to your participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of May 2016. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information in this Appendix as the only source of information relating to the consequences of your participation in the Plan because such information may be outdated when you vest in this Award and/or sell any Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to your particular situation. As a result, the Company is not in a position to assure you of any particular result. You, therefore, are advised to seek appropriate professional advice as to how the relevant laws in your country may apply to your particular situation.

Finally, if you are a citizen or resident of a country other than that in which you currently are working an/or residing, are considered a resident of another country for local law purposes or transfer employment and/or residency to a different country after the date of grant, the information contained herein may not apply in the same manner to you.

CANADA

TERMS AND CONDITIONS

Settlement. The following provision replaces the “Settlement” section of the Award Agreement:

For each vested Performance Stock Units, you shall be entitled to receive a number of Shares equal to the number of Performance Stock Units vesting on such vesting date. Such payment in the form of Shares shall be made as soon as practicable, but no later than 60 days, following the date of vesting.

The discretion to settle the Performance Stock Units in cash as described in the Award Agreement and the Plan is not applicable to Performance Stock Units granted to Service Providers in Canada.

Nature of Award. The following provision replaces paragraph (11) of the “Nature of Award” section of the Award Agreement:

For purposes of the Award, your relationship as a Service Provider will be considered terminated as of the earliest of (a) the date that your relationship as a Service Provider with the Company or one of its Subsidiaries or Affiliates is terminated; (b) the date on which you receive a written notice of termination of your relationship as a Service Provider, regardless of any notice period or period of pay in lieu of such notice required under any employment law in the country where you reside (including, but not limited to, statutory law, regulatory law and/or common law), even if such law is otherwise applicable to your benefits from the Employer; and (c) the date you are no longer actively providing services to the Company or one of its Subsidiaries or Affiliates (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are engaged as a Service Provider or the terms of your employment or service agreement, if any); unless otherwise expressly provided in this Award Agreement or determined by the Company, your right to vest in the Performance Stock Units under the Plan, if any, will terminate as of such date; the Administrator shall have the exclusive discretion to determine when you are no longer a Service Provider for purposes of your Award.

The following provisions apply if you are in Quebec:

Consent to Receive Information in English. The parties acknowledge that it is their express wish that the Award Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les parties reconnaissent avoir expressement souhaité que la convention [“Award Agreement”], ainsi que tous les documents, avis et procédures judiciaries, éxecutés, donnés ou intentés en vertu de, ou lié, directement ou indirectement à la présente convention, soient rédigés en langue anglaise.

Data Privacy. The following provision supplements the “Data Privacy” section of the Award Agreement:

You hereby authorize the Company and the Company’s representatives to discuss and obtain all relevant information from all personnel, professional or non-professional, involved in the administration of the Plan. You further authorize the Company, the Employer, any Subsidiary or

Affiliate and the Company's designated broker/third party administrator for the Plan (or such other stock plan service provider that may be selected by the Company to assist with the implementation, administration and management of the Plan) to disclose and discuss such information with their advisors. You also authorize the Company, the Employer and/or any Subsidiary or Affiliate to record such information and to keep such information in your employment file.

NOTIFICATIONS

Securities Law Information. You are permitted to sell Shares acquired through the Plan through the designated broker appointed under the Plan, if any (or any other broker acceptable to the Company), provided the resale of Shares acquired under the Plan takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed. The Shares are currently listed on the Nasdaq Global Select Market.

Foreign Asset/Account Reporting Information. Foreign property, including Shares and rights to receive Shares (*e.g.*, Performance Stock Units), must be reported annually on a Form T1135 (Foreign Income Verification Statement) if the total cost of the foreign property exceeds CAD100,000 at any time during the year. Unvested Performance Stock Units must be reported - generally at a nil cost - if the CAD100,000 cost threshold is exceeded because of other foreign property you hold. When Shares are acquired, their cost generally is the adjusted cost base ("ACB") of the Shares. The ACB would ordinarily equal the fair market value of the Shares at the time of acquisition, but if other Shares are also owned, this ACB may have to be averaged with the ACB of the other Shares.

FINLAND

There are no country-specific terms and conditions.

FRANCE

TERMS AND CONDITIONS

Performance Stock Units Not Tax-Qualified. You understand that this Award is not intended to be French tax-qualified.

Consent to Receive Information in English. By accepting the grant of Performance Stock Units and the Award Agreement, which provides for the terms and conditions of your Performance Stock Units, you confirm having read and understood the documents relating to this Award, which were provided to you in English. You accept the terms of those documents accordingly.

En acceptant cette attribution gratuite d'actions et ce contrat qui contient les termes et conditions de vos actions gratuites, vous confirmez avoir lu et compris les documents relatifs à cette attribution qui vous ont été transmis en langue anglaise. Vous acceptez ainsi les conditions et termes de ces documents.

NOTIFICATIONS

Foreign Asset/Account Information. If you hold securities outside of France (including Shares acquired under the Plan) or maintain a foreign bank account, you are required to report the maintenance of such to the French tax authorities when filing your annual tax return.

NEW ZEALAND

There are no country-specific terms and conditions.

UNITED STATES

There are no country-specific terms and conditions.

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Steven W. Berglund, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Trimble Navigation Limited;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2016

/s/ Steven W. Berglund

Steven W. Berglund
Chief Executive Officer

Exhibit 31.2

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Robert G. Painter, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Trimble Navigation Limited;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: August 9, 2016

/s/ Robert G. Painter

Robert G. Painter

Chief Financial Officer

Exhibit 32.1

**CERTIFICATION OF CEO PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Trimble Navigation Limited (the “Company”) for the period ended July 1, 2016 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), Steven W. Berglund, as Chief Executive Officer of the Company, hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of his knowledge, that:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Steven W. Berglund

Steven W. Berglund
Chief Executive Officer

August 9, 2016

Exhibit 32.2

CERTIFICATION OF CEO PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Trimble Navigation Limited (the "Company") for the period ended July 1, 2016 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Robert G. Painter, as Chief Financial Officer of the Company, hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of his knowledge, that:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Robert G. Painter

Robert G. Painter

Chief Financial Officer

August 9, 2016