

**Statutory Declaration of compliance
with requirements on application
for registration of a company**Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

To the Registrar of Companies

For official use

For official use

Please complete
legibly, preferably
in black type, or
bold block lettering

Name of company

*insert full name
of company

* Oxford Semi-Conductor Limited

I, MICHAEL JOHN HOPE, signing on behalf of London Law Secretarial Limited
of 84 Temple Chambers,
Temple Avenue,
London EC4Y 0HP

do solemnly and sincerely declare that I am a person named as secretary of the company in the statement
delivered to the registrar under section 10(2) and that all the requirements of the above Act in respect of
the registration of the above company and of matters precedent and incidental to it have been complied with,
And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835

Declared at Temple Chambers,

Temple Avenue,

in the City of London.

Declarant to sign below

the 14th day of July

One thousand nine hundred and ninety two

before me

A Commissioner for Oaths/

~~A Solicitor having the powers conferred on a Commissioner for Oaths~~Presenter's name address and
reference (if any):

The London Law Agency Limited
84 Temple Chambers,
Temple Avenue,
London, EC4Y 0HP
Telephone: 071-353 9471
Telex: 23553

For official use

New Companies Section

Post room

THE LAW SOCIETY
ASSOCIATION

The London Law Agency Limited Company Registration Agents, Printers and Publishers
TEMPLE CHAMBERS, TEMPLE AVENUE, LONDON EC4Y 0HP Tel: 071-353 9471 (10 lines)

London Law

THE LONDON LAW AGENCY LIMITED
TEMPLE CHAMBERS, TEMPLE AVENUE
LONDON, EC4Y 0HP
TELEPHONE 071-353 9471
TELEX 23551 FAX 071 583 153
2A-25 LONDON CHANCERY LANE

10

Statement of first directors and secretary and intended situation of registered office

This form should be completed in black.

Company name (in full)

CN

2733820

For official use

Oxford Semi-Conductor Limited

Registered office of the company on
incorporation.

RO

84 Temple Chambers

Temple Avenue

Post town London

County/Region —

Postcode EC4Y 0HP

If the memorandum is delivered by an
agent for the subscribers of the
memorandum mark 'X' in the box
opposite and give the agent's name
and address.

X

RA

Name The London Law Agency Limited

84 Temple Chambers

Temple Avenue

Post town London

County/Region —

Postcode EC4Y 0HP

Number of continuation sheets attached

☐

To whom should Companies House
direct any enquiries about the
information shown in this form?

The London Law Agency Limited

84 Temple Chambers

Temple Avenue, London Postcode EC4Y 0HP
37478

Telephone

071-353 9471

Our Ref:

Company Secretary

Name

Address

☒ CS

London Law Secretarial Limited

☒ AD

84 Temple Chambers

Temple Avenue

Post town London

County/Region —

Postcode EC4Y 0HP Country England

I consent to act as secretary of the company named on page 1

Signed

M. J. Hope

(Authorised
Signatory)

Date 1st July 1992

Consent signature

Directors

Name

Address

☒ CD

London Law Services Limited

☒ AD

84 Temple Chambers

Temple Avenue

Post town London

County/Region —

Postcode EC4Y 0HP Country England

Nationality ☒ NA English
Registered

Business occupation

☒ OC

Limited Company

Other directorships

☒ OD

None

* Voluntary details

I consent to act as director of the company named on page 1

Signed

R. Ugham

(Authorised
Signatory)

Date 1st July 1992

Consent signature

Delete if the form
is signed by the
subscribers.

CHA 5

Page 2

Agents for and on behalf of the Company
The London Law Agency Limited

M. J. Hope

(Authorised
Signatory)

Signature of agent on behalf of all subscribers Date 1st July 1992

THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989

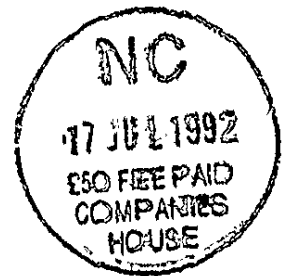
A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

Oxford Semi-Conductor Limited

2733820



88345

1. The Company's name is "Oxford Semi-Conductor Limited".
2. The Company's Registered Office is to be situated in England and Wales.
3. The Company's objects are:-
 - (A) To carry on all or any of the businesses of general merchants and traders, manufacturers, assemblers, distributors, importers, exporters, merchants, factors and shippers of and wholesale and retail dealers in goods, wares, produce, products, commodities, fancy goods, handicrafts, and merchandise of every description, to act as agents for and to enter into agreements and arrangements of all kinds on behalf of such persons, firms or companies as may be thought expedient, and to negotiate, assign and mortgage or pledge for cash or otherwise, any such agreements and the payments due thereunder and any property the subject thereof, to carry on all or any of the businesses of mail order specialists, credit and discount traders, cash and carry traders, manufacturers' agents, commission and general agents, brokers, factors, warehousemen, and agents in respect of raw and manufactured goods, of all kinds, and general railway, shipping and forwarding agents and transport contractors; to create, establish, build up, and maintain an organisation for the marketing, selling, retailing, servicing, advertisement, distribution or introduction of the products, merchandise, goods, wares, and commodities dealt in or services rendered by any persons, firms or companies, and to participate in, undertake, perform, and carry out all kinds of commercial, trading and financial operations and all or any of the operations ordinarily performed by import, export and general merchants, factors, shippers, agents, traders, distributors, capitalists, and financiers, either on the Company's own account or otherwise; and to open and establish shops, stalls, stores, markets and depots for the sale, collection and distribution of the goods dealt in by the Company.

Presented By : THE LONDON LAW AGENCY LIMITED
TEMPLE CHAMBERS, TEMPLE AVE, LONDON EC4Y 0HP

Our Ref : 37478

OB019

(B) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in Sub-Clause (A) hereof or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.

(C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.

(D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

(E) To borrow or raise or secure the payment of money in such manner as the Company shall think fit for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

(F) For the purposes of or in connection with the business of the Company to mortgage and charge the undertaking and all or any of the real and personal property and assets, present and future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances. To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

(G) To receive money on deposit or loan upon such terms as the Company may approve.

(H) To lend money to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, and whether or not such guarantee is given in connection with or pursuant to the attainment of the objects herein stated to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividends or interest on any debenture, stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's Holding or Subsidiary company or otherwise associated with the Company in business.

(I) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's Holding or Subsidiary company or otherwise associated with the Company in business or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object; and to establish, set up, support and maintain share purchase schemes or profit sharing schemes for the benefit of any employees of the Company, or of any company which is for the time being the Company's Holding or Subsidiary company and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(J) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(K) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(L) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(M) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(N) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(O) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(P) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.

(Q) To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(R) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(S) To subscribe for, purchase or otherwise acquire, and hold shares, stock, debentures or other securities of any other company.

(T) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(U) To give such financial assistance directly or indirectly for the purpose of the acquisition of shares in the Company or the Company's Holding company or for the purpose of reducing or discharging any liability incurred by any person for the purpose of the acquisition of shares in the Company or the Company's Holding company as may be lawful.

(V) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.

(W) To do all such things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that, save as otherwise expressly provided, each of the paragraphs of this Clause shall be regarded as specifying separate and independent objects and accordingly shall not be in anywise limited by reference to or inference from any other paragraph or the name of the Company and the provisions of each such paragraph shall, save as aforesaid, be carried out in as full and ample a manner and construed in as wide a sense as if each of the paragraphs defined the objects of a separate and distinct company.

4. The liability of the Members is limited,
5. The Company's share capital is £1,000 divided into 1,000 shares of £1 each.

We, the Subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of Shares shown opposite our respective names.

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of Shares taken by each Subscriber
<p data-bbox="734 627 1085 739"><i>R. Ugham</i></p> <p data-bbox="430 784 893 963">For and on behalf of LONDON LAW SERVICES LIMITED, Temple Chambers, Temple Avenue, London EC4Y 0HP.</p> <p data-bbox="877 985 1053 1075"><i>G. J. Hyslop</i></p> <p data-bbox="829 1075 1037 1131"><small>SECRETARY LONDON LAW SECRETARIAL LIMITED</small></p> <p data-bbox="430 1142 941 1321">For and on behalf of LONDON LAW SECRETARIAL LIMITED, Temple Chambers, Temple Avenue, London EC4Y 0HP.</p>	<p data-bbox="1197 806 1260 862">One</p> <p data-bbox="1197 1164 1260 1220">One</p>
Total Shares taken	Two

Dated the 1st day of July, 1992.

Witness to the above Signatures:-

Colin A Lay

COLIN A LAY,
Temple Chambers,
Temple Avenue,
London EC4Y 0HP.

THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

Oxford Semi-Conductor Limited

PRELIMINARY

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter referred to as "Table A") shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Clauses 8 and 64 of Table A shall not apply to the Company; and in addition to the remaining Clauses of Table A, as varied hereby, the following shall be the Articles of Association of the Company.

SHARES

2. (A) Subject to Sub-Article (B) hereof all Shares shall be under the control of the Directors and the Directors may allot, grant options over, or otherwise deal with or dispose of the same to such persons and generally on such terms and in such manner as they think fit.

(B) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act to allot relevant securities (as defined in Section 80 of the Act) provided that the aggregate nominal value of such securities allotted pursuant to this authority shall not exceed the amount of the authorised share capital with which the Company is incorporated; and that this authority shall expire on the fifth anniversary of the incorporation of the Company unless varied or revoked or renewed by the Company in General Meeting.

(C) The Directors shall be entitled under the authority conferred by this Article to make at any time before the expiry of such authority any offer or agreement which will or may require relevant securities to be allotted after the expiry of such authority.

(D) In accordance with Section 91 of the Act, Section 89(1) and Section 90(1) to (6) of the Act shall not apply to any allotment of equity securities (as defined in Section 94 of the Act) by the Company.

3. The Company shall have a first and paramount lien on every Share (whether or not it is a fully paid Share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that Share and the Company shall also have a first and paramount lien on all Shares (whether fully paid or not) standing registered in the name of any person whether solely or as one of two or more joint holders for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a Share shall extend to any dividend or other amount payable in respect thereof.

GENERAL MEETINGS

4. A notice convening a General Meeting shall in the case of special business specify the general nature of the business to be transacted; and Clause 38 of Table A shall be modified accordingly.

5. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, the election of Directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors.

6. Clause 41 of Table A shall be read and construed as if the last sentence ended with the words ", and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, the Meeting shall be dissolved".

DIRECTORS

7. Unless and until the Company in General Meeting shall otherwise determine, there shall not be any limitation as to the number of Directors. If and so long as there is a sole Director, he may exercise all the powers and authorities vested in the Directors by these Articles or Table A; and Clause 89 of Table A shall be modified accordingly.

8. If the resolution or instrument by which a Director is appointed so provides, he shall be a Permanent Director and not subject to retirement by rotation; and Clauses 73 to 75 (inclusive) of Table A shall not apply to any Permanent Director.

9. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property, and uncalled capital, or any part thereof, and to issue Debentures, Debenture Stock, and other Securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

10. A Director may vote as a Director on any resolution concerning any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 94 of Table A shall be modified accordingly.

INDEMNITY

11. Subject to the provisions of the Act and in addition to such indemnity as is contained in Clause 118 of Table A, every Director, officer or official of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

TRANSFER OF SHARES

12. The Directors may, in their absolute discretion, and without assigning any reason therefor, decline to register any transfer of any Share, whether or not it is a fully paid Share; and Clause 24 of Table A shall be modified accordingly.

NAMES AND ADDRESSES OF SUBSCRIBERS

R. Coghlan


For and on behalf of
LONDON LAW SERVICES LIMITED,
Temple Chambers,
Temple Avenue,
London EC4Y 0HP.

M. J. M. M.


For and on behalf of
LONDON LAW SECRETARIAL LIMITED,
Temple Chambers,
Temple Avenue,
London EC4Y 0HP.

Dated the 1st day of July, 1992.

Witness to the above Signatures:-

Colin A Lay


COLIN A LAY,
Temple Chambers,
Temple Avenue,
London EC4Y 0HP.

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

No. 2733820

I hereby certify that

Oxford Semi-Conductor Limited

is this day incorporated under the Companies Act 1985 as
a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,
Cardiff the 23 JULY 1992

F. A. Joseph

F. A. JOSEPH

an authorised officer

No 2733820

COMPANIES ACT 1985

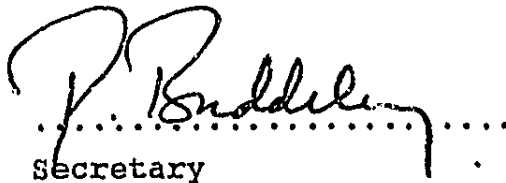
SPECIAL RESOLUTION

OF

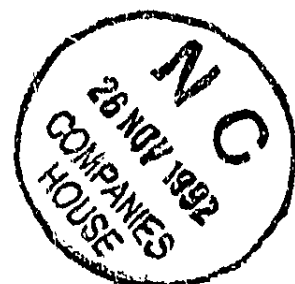
OXFORD SEMI-CONDUCTOR LIMITED

The following Special Resolution was duly passed by written resolution of the members of the Company on 19 November 1992:-

"THAT the name of the Company be changed to Oxford Semiconductor Limited".


.....
Secretary

Z993DOC.PMB/OXFORD6.394/00001



FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 2733820

I hereby certify that

OXFORD SEMI-CONDUCTOR LIMITED

having by special resolution changed its name,

is now incorporated under the name of

OXFORD SEMICONDUCTOR LIMITED

Given under my hand at the Companies Registration Office,

Cardiff the 2 DECEMBER 1992

[Handwritten signature]
[Stamp]

an authorised officer

No 2733820

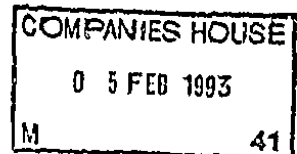
THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

NOTICE OF PASSING OF

SPECIAL RESOLUTIONS OF

OXFORD SEMICONDUCTOR LIMITED



PASSED 22 JANUARY 1993

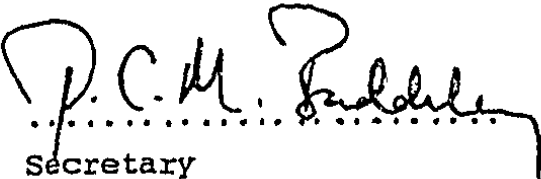
At an Extraordinary General Meeting of the above named Company duly convened and held at 3 Worcester Street, Oxford on 22 January 1993 the following Resolutions were passed as Special Resolutions.

SPECIAL RESOLUTIONS

- (1) THAT the authorised share capital of the Company be and is now increased from £1,000 divided into 1000 ordinary shares of £1 each, to £100,000 divided into 100,000

ordinary shares of £1 each by the creation of 99,000 new ordinary shares ranking pari passu in all respects with the existing ordinary shares in the capital of the Company.

- (2) THAT Clause 3 of the Company's Memorandum of Association be and it is hereby replaced by the new Clause 3 set out in the document now produced to the meeting and signed by the Chairman.
- (3) THAT the regulations contained in the document now produced to the meeting and signed by the Chairman be adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association.


.....
Secretary

Z988DOC.PMB/OXFORD6.394/00001

2733520

THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989

A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

OXFORD SEMICONDUCTOR LIMITED

- *1. The Company's name is "Oxford Semi-Conductor Limited".
 - 2. The Company's Registered Office is to be situated in England and Wales.
 - 3. The Company's objects are:-
 - (A) To design, develop, manufacture, assemble, purchase, sell and distribute integrated electronic circuits and electronic components of all kinds and to provide design, consultancy or any other kind of services to any person, firm or company in connection with or relating to the electronics industry.
 - (B) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in sub-clause (A)
- * With the consent of the Secretary of State the name of the Company was changed to Oxford Semiconductor Limited on 2 December 1992.

hereof or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.

- (C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
- (D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (E) To borrow or raise or secure the payment of money in such manner as the Company shall think fit for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.
- (F) For the purposes of or in connection with the business of the Company to mortgage and charge the undertaking and all or any of the real and personal property and assets, present and future, and all or any of the uncalled capital for the time being of the Company and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges, and conditions as may be thought fit, debentures or

debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances. To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

- (G) To receive money on deposit or loan upon such terms as the Company may approve.
- (H) To lend money to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, and whether or not such guarantee is given in connection with or pursuant to the attainment of the objects herein stated to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividends or interest of any debenture, stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's Holding or Subsidiary company or otherwise associated with the Company in business.

- (I) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's Holding or Subsidiary company or otherwise associated with the Company in business or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object; and to establish, set up, support and maintain share purchase schemes or profit sharing schemes for the benefit of any employees of the Company or of any company which is for the time being the Company's Holding or Subsidiary company and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.
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- (K) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (L) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise or by any securities which the Company has power to issue, or partly in one mode or partly in another, and generally on such terms as the Company may determine.
- (M) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (N) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of

shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

- (O) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (P) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company.
- (Q) To sell, improve, manage, develop turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

- (R) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- (S) To subscribe for, purchase or otherwise acquire, and hold shares, stock, debentures or other securities of any other company.
- (T) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (U) To give such financial assistance directly or indirectly for the purpose of the acquisition of shares in the Company or the Company's Holding company or for the purpose of reducing or discharging any liability incurred by any person for the purpose of the acquisition of shares in the Company or the Company's Holding company as may be lawful.
- (V) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or

through agents, trustees, sub-contractors or otherwise.

- (W) To do all such things as are incidental or conducive to the above objects or any of them.

And is is hereby declared that, save as otherwise expressly provided, each of the paragraphs of this Clause shall be regarded as specifying separate and independent objects and accordingly shall not be in anywise limited by reference to or inference from any other paragraph or the name of the Company and the provisions of each such paragraph shall, save as aforesaid, be carried out in as full and ample a manner and construed in as wide a sense as if each of the paragraphs defined the objects of a separate and distinct company.

4. The liability of the Members is limited.

*5. The Company's share capital is [1,000 divided into 1,000 shares of [1 each.

* By a Special Resolution passed on 22 January 1993 the Company's share capital was increased to [100,000 divided into 100,000 Ordinary Shares of [1 each.

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

OXFORD SEMICONDUCTOR LIMITED

(Adopted by Special Resolution passed on 22 January 1993)

PRELIMINARY

1. The regulations contained or incorporated in Table A in the Companies (Tables A to F) Regulations 1985 as amended (which Table is hereinafter referred to as "Table A") shall, except as hereinafter provided and so far as the same are not inconsistent with the provisions of these Articles, apply to and constitute the regulations of the Company.

2. Regulations 8, 11, 23, 24, 30, 40, 53, 54, 65 to 69, 73 to 75, 81 to 84, 95, 97 and 112 of Table A shall not apply to the Company.
3. In these Articles, unless the subject or context otherwise requires, the words standing in the first column of the following table shall bear the meanings set opposite to them respectively in the second column thereof:-

Definitions

Words

"the Act"

"these Articles"

"the Auditors"

"the Board"

"the Group"

Meanings

the Companies Act 1985
including any statutory
modification or
re-enactment thereof
for the time being in
force;

these Articles of
Association as duly
altered from time to
time;

the auditors of the
Company for the time
being;

the board of directors
of the Company for the
time being;

the Company and its
subsidiaries (if any)
from time to time;

"the Memorandum"	the Memorandum of Association for the time being of the Company;
"the Office"	the registered office for the time being of the Company;
"Ordinary Shares"	Ordinary Shares of £1 each in the capital of the Company;
"Representatives"	means, in relation to a member, any person or persons who have become entitled to his shares in consequence of his death, bankruptcy or mental incapacity;
"the Seal"	the common seal of the Company;
"the Statutes"	the Act and every other Act of Parliament for the time being in force concerning companies or their officers and which affect the Company.
Writing shall include printing and lithography and any other mode or modes of representing or reproducing words in a visible form;	

Words importing the singular number only shall include the plural number and vice versa;

Words importing a specific gender only shall include both genders; and

Words importing persons shall include corporations.

4. Subject as aforesaid, any words or expressions defined in the Statutes shall, except where the subject or context forbids, bear the same meaning in these Articles.

PRIVATE COMPANY

5. The Company is a private company within the meaning of the Act and accordingly any offer to the public of any shares in or debentures of the Company (whether for cash or otherwise) or allotment of or agreement to allot (whether for cash or otherwise) any such shares or debentures with a view to all or any of those shares or debentures being offered for sale to the public is prohibited.

SHARE CAPITAL

- 6.1. The share capital of the Company at the date of adoption of these Articles is £100,000 divided into 100,000 Ordinary Shares of £1 each.
- 6.2. Subject to the Act, all or any of the special rights for the time being attached to any class of shares may from time to time (whether or not the Company is being wound up) be altered with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of an extraordinary resolution

passed at a separate meeting of the holders of that class. To any such separate general meeting all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one or more persons holding or representing by proxy not less than two-thirds of the issued shares of the class, that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him, that any holder of shares of the class present in person or by proxy may demand a poll and that at any adjourned meeting of such holders one holder present in person or by proxy (whatever the number of shares held by him) shall be a quorum and for the purposes of such adjourned meeting one holder present in person or by proxy may constitute a meeting.

ISSUE OF SHARES

7. Subject as otherwise provided in these Articles and to any direction or authority contained in the resolution of the Company creating or authorising the same, the Directors are unconditionally authorised for the purposes of Section 80 of the Act to allot, grant options, rights of subscription or conversion over or otherwise dispose of unissued shares to such persons (whether existing shareholders or not), at such times, and on such terms and conditions as they think proper provided however that the authority hereby granted to the Directors:-

- 7.1. shall not permit the Directors to allot, grant options, rights of subscription or conversion over or otherwise dispose of shares to an amount of more than the unissued share capital at the date of

adoption of these Articles or (if such authority is renewed by the Company in General Meeting) the amount specified in the resolution for such renewal or variation;

7.2. shall expire:-

7.2.1. not more than five years from the date of the adoption of these Articles; or

7.2.2. (if such authority is renewed or varied by the Company in General Meeting) on the date specified in the resolution on which the renewed or varied authority shall expire;

7.3. may be renewed, revoked or varied at any time by the Company in General Meeting.

In accordance with Section 91 of the Act Sections 89 (1), and 90 (1) to 90 (6) of the Act shall be excluded from applying to the Company.

TRANSFER OF SHARES

8. The instrument of transfer of any fully paid share shall be executed by or on behalf of the transferor but need not be executed by or on behalf of the transferee. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. In the case of a partly paid share, the instrument of transfer must also be executed by or on behalf of the transferee.

9. Except as hereinafter provided no share in the Company or any interest in or right attaching to any share in the Company shall be transferred, disposed

of, charged or encumbered or be the subject of any agreement to do any of these things unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

- 10.1. Every member who desires to transfer shares (hereinafter called "the Vendor") shall give notice in writing (hereinafter called "the Transfer Notice") to the Company of his desire. No Transfer Notice shall relate to more than one class of share. The Transfer Notice shall constitute the Company his agent for the sale of shares specified therein (hereinafter called "the Sale Shares") in one or more lots, at the discretion of the Directors, at such price (hereinafter referred to as "the Transfer Price") as may be agreed between the Vendor and the Directors or in default of agreement such price as the Auditors shall certify in writing to be their opinion of the Fair Value (as defined in Article 10.18) thereof.
- 10.2. The Auditors shall certify the Fair Value of the Sale Shares valuing the Sale Shares as a rateable proportion of the total value of all the issued Ordinary Shares which value shall not be discounted or enhanced by reference to the number of Sale Shares.
- 10.3. If the Auditors are asked to certify the Fair Value as aforesaid they shall act as experts and not as arbitrators but they shall in such certificate also state the reasons upon which they rely in certifying such price. The Company shall as soon as it receives the Auditors' certificate furnish a certified copy thereof to the Vendor. Following the service upon him of the Auditors' certificate the Vendor shall (except in the case of a deemed

Transfer Notice) have ten days in which to cancel the Company's authority to sell the Sale Shares. The cost of obtaining the Auditors' certificate shall be borne by the Company unless the Vendor shall give notice of cancellation as aforesaid in which case he shall bear the said cost.

10.4. The Transfer Notice may contain a provision that unless all the shares comprised therein are sold pursuant to this Article none shall be sold (such provision being referred to in this Article as a "Total Transfer Condition") and any such provision shall be binding on the Company. Save as otherwise provided in this Article a Transfer Notice shall not be withdrawn except with the consent of all the other holders of Ordinary Shares.

10.5. Within seven days after the date on which the Transfer Price is agreed or certified or, if the Transfer Notice is capable of being cancelled, within seven days after the expiry of the period allowed pursuant to Article 10.3 for cancellation, the Sale Shares shall be offered for purchase at the Transfer Price to the members of the Company (other than the Vendor) or persons nominated by them in accordance with Article 10.6 in proportion to the number of shares then held by them respectively. Every such offer shall be made in writing and shall specify:-

- (a) the total number of Sale Shares;
- (b) the number of Sale Shares offered to the member ("Pro-Rata Entitlement");
- (c) whether or not the Transfer Notice contained a Total Transfer Condition; and

- (d) a period (being not less than fourteen days and not more than twenty one days) within which the offer must be accepted or shall lapse, and shall be accompanied by a form of application for use by the member or his nominee in applying for that member's Pro-Rata Entitlement and (in the case of the member only) for any shares in excess of that entitlement which he wishes to purchase.

10.6 If a member does not wish to apply for his full Pro-Rata Entitlement he shall be entitled to nominate in writing any person to apply for all or any part of his Pro-Rata Entitlement by completing the form of application referred to above appropriately.

10.7 Upon the expiry of the offer period referred to in Article 10.5 the Directors shall allocate the Sale Shares in the following manner:-

- (a) to each member who has agreed to purchase shares, his Pro-Rata Entitlement or such lesser number of Sale Shares for which he may have applied;

- (b) if any member has applied for less than his Pro-Rata Entitlement, the excess shall be allocated as follows:-

- (i) if a member has made a nomination pursuant to Article 10.6 then such nominee shall be allocated the number of shares applied for by him provided that if the nominee is not a member of the Company the Directors shall be entitled in their absolute discretion to refuse to

allocate such shares to him and shall be entitled to allocate the excess in accordance with paragraph (ii);

(ii) if any Sale Shares remain unallocated after the provisions of paragraph (i) shall have been applied then the excess shall be allocated to the members who have applied for any part of such excess in proportion to the number of shares then held by them respectively (but without allocating to any member a greater number of Sale Shares than the maximum number applied for by him);

(iii) any remaining excess shall be apportioned by applying paragraph (ii) without taking account of any member whose application has already been satisfied in full.

10.8. If any of the Sale Shares shall not be capable of being offered or allocated as aforesaid without involving fractions, the same shall be offered to or allocated amongst the members or their nominees, or some of them, in such proportions as may be determined by lots drawn in respect thereof, and the lots shall be drawn in such manner as the Directors shall think fit.

10.9. If the Transfer Notice in question contained a Total Transfer Condition then no offer of Sale Shares made by the Directors pursuant to this Article shall be capable of acceptance until all of the Sale Shares shall have been accepted by the members (or any of them) or their nominees. If by the foregoing procedure the Directors shall not receive acceptances in respect of all the Sale Shares within

the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of that fact to the Vendor. The Directors shall then be entitled within 14 days of the date of service of that notice to nominate (by giving notice in writing to the Vendor) any person or persons to purchase all of the Sale Shares in respect of which acceptances have not been received at the Transfer Price.

10.10. If by the foregoing procedure the Directors shall not have received acceptances in respect of all the Sale Shares and shall not have nominated any person to purchase any of the Sale Shares not accepted by the members or their nominees then none of the Sale Shares shall be sold to the members or any person nominated by a member or by the Directors pursuant to this Article. The Vendor may then within a period of 6 months after the expiry of the 14 day period referred to in Article 10.9. sell all (but not some only) of the Sale Shares to any person or persons at any price which is not less than the Transfer Price.

10.11. If the Directors shall receive acceptances pursuant to the provisions of this Article in respect of all the Sale Shares either from the members or from any person or persons nominated by a member or by the Directors, they shall forthwith give notice in writing as hereinafter mentioned to the Vendor and to the person or persons who have agreed to purchase the same ("Purchaser" or "Purchasers") and the Vendor shall thereupon become bound upon payment of the Transfer Price to the Vendor (whose receipt shall be a good discharge to the Purchaser, the Company and the Directors therefor none of whom shall be bound to see to the application thereof) to transfer to each Purchaser those Sale Shares

accepted by him. Every such notice shall state the name and address of each Purchaser, the number of Sale Shares agreed to be purchased by him and the place and time appointed by the Directors for the completion of the purchase (being not less than 7 days nor more than 28 days after the date of the said notice and not being at a place outside England). Subject to the giving of such notice the purchase shall be completed at the time and place appointed by the Directors.

10.12. If the Transfer Notice in question did not contain a Total Transfer Condition and if by the foregoing procedure the Directors shall receive acceptances in respect of none or part only of the Sale Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of that fact to the Vendor. The Directors shall then be entitled within 14 days of the date of service of that notice to nominate (by giving notice in writing to the Vendor) any person or persons to purchase all or any of the Sale Shares in respect of which acceptances have not been received at the Transfer Price.

10.13. The Vendor, at the end of the 14 day period referred to in Article 10.12:-

(a) shall thereupon become bound upon payment of the Transfer Price to transfer to each Purchaser (if any) those Sale Shares accepted by him and the provisions of Article 10.11 shall apply mutatis mutandis thereto;

(b) may within a period of 6 months after the expiry of the said 14 day period sell all or any of those Sale Shares which have not been accepted as aforesaid to any person or persons

at any price which is not less than the Transfer Price.

10.14. If a Vendor, having become bound to transfer any Sale Shares pursuant to this Article, makes default in transferring the same the Directors may authorise some person (who is (as security for the performance of the Vendor's obligations) hereby irrevocably and unconditionally appointed as the attorney of the Vendor for the purpose) to execute the necessary instrument of transfer of such Sale Shares and may deliver it on his behalf and the Company may receive the purchase money and shall thereupon (subject to such instrument being duly stamped) cause the transferee to be registered as the holder of such Sale Shares and shall hold such purchase money on behalf of the Vendor. The Company shall not be bound to earn or pay interest on any money so held and shall not pay such money to the Vendor until he shall have delivered his share certificates (or an appropriate indemnity in respect of any lost certificates) to the Company. The receipt of the Company for such purchase money shall be a good discharge to the transferee who shall not be bound to see to the application thereof, and after the name of the transferee has been entered in the register of members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

10.15. If a member, being a Director of the Company or being employed by the Company, ceases to be a Director of the Company or to be so employed then he (which expression for the purposes of this paragraph shall be deemed, where appropriate, to include his Representatives) shall be deemed, upon such cessation, to have immediately given a Transfer

Notice in respect of all the shares which shall then be registered in his name.

- 10.16 If a person acquires Ordinary Shares as a result of the exercise of an option to acquire Ordinary Shares under any Inland Revenue approved share option scheme established by the Company and at the time at which he is registered as the holder of such shares the person to whom the relevant option was granted is no longer employed by or a Director of the Company, he shall, upon being registered, be deemed to have given a Transfer Notice in respect of the Ordinary Shares registered in his name. 10.17. A

deemed Transfer Notice shall be deemed not to contain a Total Transfer Condition and shall not be revocable.

- 10.18. For the purposes of this Article the expression "Fair Value" shall mean the fair value of the relevant shares on the basis of a sale between a willing buyer and a willing seller and of a going concern business.

- 10.19. With the consent in writing of all the holders of Ordinary Shares for the time being the provisions of this Article may be waived in whole or in part in any particular case.

LIEN

11. The Company shall have a first and paramount lien upon all shares (whether fully paid or not) registered in the name of any member, either alone or jointly with any other person, for his debts, liabilities and engagements, howsoever arising whether solely or jointly with any other person, to or with the Company, and such lien shall extend to

any amount payable in respect of it and all dividends from time to time declared in respect of such shares.

12. The net proceeds of a sale pursuant to Regulations 9 and 10 of Table A, after payment of costs, shall be applied in payment of so much of the sum for which the lien exists which is presently payable and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares immediately before the date of sale.

PROCEEDINGS AT GENERAL MEETINGS

13. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the Accounts, the Balance Sheets, the Reports of the Directors and Auditors, the election of Directors in the place of those retiring and the voting of remuneration or extra remuneration to the Directors and the appointment of, and the fixing of the remuneration of, the Auditors.

14. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Two persons, being members present in person or by proxy or being corporations by duly authorised representatives shall be a quorum.

15. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is, before or on the declaration of the result of the show of hands, demanded by any member present in person or by proxy. Regulation 46 of Table A shall be modified accordingly.
16. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business, other than the question of which a poll has been demanded.
17. Subject to the provisions of the Act a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held. Such resolution may consist of several documents in the like form, each signed by one or more members.

VOTES OF MEMBERS

18. Subject to any rights or restrictions for the time being attached to any class or any classes of shares or as specifically provided in these Articles every member present in person or by proxy shall have one vote on a show of hands and one vote for each share of which he is the holder on a poll. Where a member is himself a proxy for another member or members, then in such case he shall on a show of hands have one vote for himself as a member and one vote for each member for whom he is a proxy.

DIRECTORS

19. Subject to the restrictions contained elsewhere in these Articles the fees of the Directors shall from time to time be determined by the Company in General Meeting and shall be divided among the Directors in such proportion and manner as the resolution by the Company in General Meeting shall specify. Any director who is appointed to an executive office or who serves on any committee or who otherwise performs services which, in the opinion of the Directors, are outside the scope of the ordinary duties of a Director may be paid such remuneration by way of salary, percentage or profits or otherwise as the Directors may from time to time determine.
20. The Directors shall be entitled to be repaid all such reasonable expenses as they may incur in attending and returning from meetings of the Directors, or of committees of the Directors, or General Meetings, or which they may otherwise incur, whether in the United Kingdom or abroad, in or about the business of the Company.

BORROWING POWERS

21. Subject to the Act the Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability, guarantee or obligation of the Company, or of any third party.

POWERS AND DUTIES OF DIRECTORS

22. Subject to making such disclosure and declaration of his interest as is required by the Statutes, a Director may contract with and participate in the profits of any contract with the Company as if he were not a Director.
23. A Director may hold any other office or place of profit under the Company, other than that of Auditor and/or Secretary if he be a sole Director, at such remuneration and upon such terms as the Directors may determine. Any Director may act by himself or his firm in a professional capacity for the Company, other than as Auditor, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.

DISQUALIFICATION OF DIRECTORS

24. Notwithstanding his interest a Director may vote on any matter in which he is interested and be included for the purpose of a quorum at any meeting at which the same is considered and he may retain for his own benefit all profits and advantages accruing to him. Regulation 94 shall be modified accordingly.

ROTATION OF DIRECTORS

25. A Director shall not retire by rotation and Regulations 76, 78 and 79 of Table A shall be modified accordingly.

PROCEEDINGS OF DIRECTORS

26. A resolution in writing signed by all the Directors

shall be as effective as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors, or their respective alternates (as the case may be).

27. The quorum necessary for the transaction of the business of the Directors shall be three. A Director shall be deemed to be present at a meeting if by any means he can hear all those Directors who are physically present speaking and they can hear him.

28. The Directors shall cause proper minutes to be made of all meetings of the Company and of meetings of the holders of any class of shares in the Company, and also of all appointments of officers and of the proceedings of all meetings of Directors and committees and of the attendance thereat and all business transacted at such meetings.

MANAGING AND EXECUTIVE DIRECTORS

29. The Directors may from time to time appoint one or more of their body to the office of the Managing Director or any other executive office under the Company and, subject to the terms of any agreement entered into in any particular case, the Directors may at any time revoke such appointment.

30. The Directors may from time to time entrust to and confer upon the Managing Director or any one or more of the Directors as a committee all or any of the powers exercisable by the Directors (excepting the power to make calls, issue, allot or forfeit shares, borrow money or issue debentures) upon such terms and conditions and with such restrictions as they

may think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.

ALTERNATE DIRECTORS

- 31.1. Each Director (other than an alternate Director) may at any time appoint any other Director or any person previously approved by a majority of the other Directors to be his alternate Director and at his discretion to remove such alternate Director.
- 31.2. Any appointment or removal of an alternate Director may be made by cable, telegram, telex or letter or in any other manner approved by the Directors sent to or delivered at the registered office of the Company or delivered to a meeting of the Directors. Any cable, telegram, telex or letter shall be confirmed as soon as possible by letter but may be acted upon by the Company meanwhile.
- 31.3. An alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the terms and conditions existing with reference to the other Directors.
- 31.4. An alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notices of all meetings of the Directors and to attend, speak and vote as a Director at such meetings at which his appointor is not present and generally to perform all the functions of his appointor as a Director in the absence of such appointor.

- 31.5. One person may act as alternate Director to more than one Director, and while he is so acting shall be entitled to a separate vote for each Director he is representing, and if he is himself a Director his vote or votes as an alternate Director shall be in addition to his own vote.
- 31.6. An alternate Director shall not be taken into account in reckoning the minimum or maximum number of Directors allowed for the time being but he shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Directors attended by him.
- 31.7. An alternate Director may be repaid by the Company such expenses as might properly be repaid to him if he were a Director and he shall be entitled to receive from the Company such proportion (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct. Save as aforesaid he shall not in respect of such appointment be entitled to receive any remuneration from the Company.
- 31.8. An alternate Director shall be an officer of the Company and shall be alone responsible to the Company for his own acts and defaults and he shall not be deemed to be agent of or for the Director appointing him. An alternate Director shall be entitled to be indemnified by the Company to the same extent as if he were a Director.
- 31.9. The appointment of an alternate Director shall ipso facto determine if his appointor ceases for any reason to be a Director, and on the happening of any

event on which if he were a Director he would be liable to vacate that office under these Articles.

NOTICES

32. A notice may be given by the Company to any member either personally or by sending it by post to him at his registered address or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom, supplied by him to the Company for the giving of notice to him or by leaving it at such address. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected at the expiration of twenty-four hours after the letter containing the same is posted.

INDEMNITY

- 33.1. Subject to the provisions of and so far as may be consistent with the Act, but without prejudice to any indemnity to which a Director may be otherwise entitled, every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs charges losses expenses and liabilities incurred by him in the execution and/or discharge of his duties and/or the exercise of his powers and/or otherwise in relation to or in connection with his duties powers or office including (without prejudice to the generality of the foregoing) any liability incurred

by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgement is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.

- 33.2. Subject to the Act the Company may purchase and maintain for any Director, Auditor, Secretary or other officer of the Company insurance cover against any liability which by virtue of any rule of law may attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company and against all costs charges losses and expenses and liabilities incurred by him and for which he is entitled to be indemnified by the Company by virtue of Article 33.1.

G

COMPANIES FORM No. 123

**Notice of increase
in nominal capital****123**Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use Company number

[] [] [] []

2733820

Name of company

*Insert full name
of company

* OXFORD SEMICONDUCTOR LIMITED

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 22 January 1993 the nominal capital of the company has been
increased by £ 99,000 beyond the registered capital of £ 1,000.

†The copy must be
printed or in some
other form approved
by the registrar

A copy of the resolution authorising the increase is attached.†

The conditions (e.g. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follows: to rank *pari passu* in all
respects with the existing ordinary shares in the capital of
the Company.

Please tick here if
continued overleaf☐Insert Director,
Secretary,
Administrator,
Administrative
Receiver or Receiver
(Scotland) as
appropriateSigned P.C.M. BuddleDesignation SecretaryDate 1.2.1993Presentor's name, address and
reference (if any):

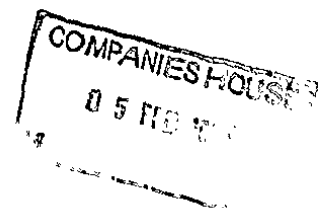
Manches & Co
3 Worcester Street
Oxford OX1 2PZ

Ref: B/KL

For official use

General section

Post room



The Solicitors' Law Stationery Society plc, 24 Gray's Inn Road, London WC1X 8HR

Companies G123

1993 Edition
487 684
5017167

G

COMPANIES FORM No. 224

224

Notice of accounting reference date (to be delivered within 6 months of incorporation)

Please do not
write in
this margin

Pursuant to section 224 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

273 38 20

Name of company

*Insert full name
of company

* OXFORD SEMICONDUCTOR LIMITED

gives notice that the date on which the company's accounting reference period is to be treated as
coming to an end in each successive year is as shown below:

Important
The accounting
reference date to
be entered along-
side should be
completed as in the
following examples:

Day Month

3	1	1	2
---	---	---	---

5 April
Day Month

0	5	0	4
---	---	---	---

30 June
Day Month

3	0	0	6
---	---	---	---

31 December
Day Month

3	1	1	2
---	---	---	---

Insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver (Scotland)
as appropriate

Signed

P.C.M. Buddley

Designation

Secretary

Date 1-2-1993

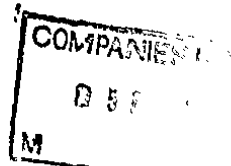
Presentor's name address and
reference (if any):

Manches & Co
3 Worcester Street
Oxford OX1 2PZ

Ref: B/KL

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