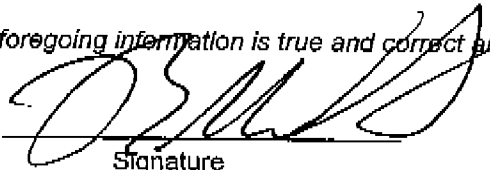


FORM PTO-1595 (Rev. 6-93) GMB No. 0651-0011 (exp. 4/94)		<b>RECORDATION FORM COVER SHEET</b> <b>PATENTS ONLY</b>		U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office Atty. Docket No. 2867-000
To the Commissioner for Patents: Please record the attached original documents or copy thereof.				
1. Name of conveying party(ies): Resonext Communications, Inc.  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: RF Micro Devices, Inc. Internal Address:  Street Address: 7628 Thorndike Road  City: Greensboro    State: NC    Zip: 27409  Country: USA  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other  Execution Date: 12/19/2002		4. Application number(s) or registration numbers(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) 09/792,890; 09/792,693; 09/895,823; 10/143,529; 09/691,297; 09/847,866; 09/690,937; 09/690,698; 10/057,707; 10/151,597; 10/113,846; 09/638,884; 09/966,419; 10/042,780; 10/342,198  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Benjamin S Withrow WITHROW & TERRANOVA, P.L.L.C. P.O. Box 1287 Cary, NC 27512		6. Total number of applications and patents involved: .....17  7. Total fee (37 CFR 3.41): \$680.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: 50-1732 (Attach duplicate of this page if paying by deposit account)		
<b>DO NOT USE THIS SPACE</b>				
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>  <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">             Benjamin S. Withrow              _____              Name of Person Signing           </div> <div style="width: 30%; text-align: center;">               _____              Signature           </div> <div style="width: 30%; text-align: right;">             September 9, 2003              _____              Date           </div> </div> <div style="text-align: center; margin-top: 10px;">             Total number of pages including cover sheet, attachments, and document: 15           </div>				

Mail documents to be recorded with required cover sheet information to:  
 Director of the United States Patent and Trademark Office  
 PO Box 1450, Alexandria, Virginia 22313-1450

**PATENT**

**REEL: 013957 FRAME: 0507**

**700043351**

CH \$680.00 501732 09792890



# NORTH CAROLINA

## Department of The Secretary of State

To all whom these presents shall come, Greetings:

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

### ARTICLES OF MERGER

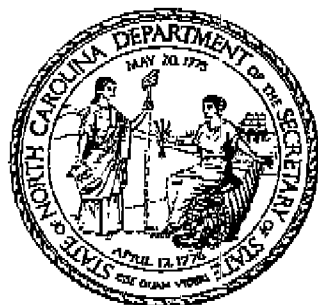
OF

**RESONEXT COMMUNICATIONS, INC.**

INTO

**RF MICRO DEVICES, INC.**

the original of which was filed in this office on the 19th day of December, 2002.



IN WITNESS WHEREOF, I have hereunto  
set my hand and affixed my official seal at the  
City of Raleigh, this 19th day of December, 2002

*Elaine F. Marshall*  
Secretary of State

Document Id: 223539213

PATENT  
REEL: 013957 FRAME: 0508

SOSID: 0283633

Date Filed: 12/19/2002 3:55:00 PM

Elaine F. Marshall

North Carolina Secretary of State

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**ARTICLES OF MERGER  
OF  
RESONEXT COMMUNICATIONS, INC.  
INTO  
RF MICRO DEVICES, INC.**

Pursuant to the provisions of Section 55-11-05 of the General Statutes of North Carolina, RF MICRO DEVICES, INC., a corporation organized under the laws of North Carolina (the "Surviving Corporation") hereby submits these Articles of Merger for the purpose of merging RESONEXT COMMUNICATIONS, INC., a corporation organized under the laws of Delaware (the "Merging Corporation") into the Surviving Corporation:

**I.**

The Plan of Merger that was duly approved in the manner prescribed by law by each of the corporations participating in the merger (the "Plan") is as follows:

1. **General.** The name of the corporation proposing to merge is RESONEXT COMMUNICATIONS, INC., a corporation organized under the laws of Delaware (hereinafter called the "Company"); and the name of the corporation into which the Company proposes to merge is RF MICRO DEVICES, INC., a corporation organized under the laws of North Carolina (the "Acquiror" or the "Surviving Corporation"). The Company and the Acquiror are hereinafter referred to collectively as the "Constituent Corporations." The transactions contemplated by this Plan are hereinafter referred to as the "Merger." The Constituent Corporations have entered into that certain Agreement and Plan of Merger and Reorganization, dated as of October 15, 2002, as amended (the "Merger Agreement").

2. **Merger of Company into and with Acquiror.** Upon the terms and subject to the conditions set forth in this Plan and the Merger Agreement, at the Effective Time (as defined in Section 5), the Company shall be merged with and into Acquiror, and the separate existence of the Company shall cease. Acquiror will continue as the surviving corporation in the Merger (the "Surviving Corporation"). The name of the Surviving Corporation shall be RF Micro Devices, Inc.

3. **Effect of the Merger.** The Merger shall have the effects set forth in this Plan, the Merger Agreement and in the applicable provisions of the Delaware General Corporation Law ("DGCL") and the North Carolina Business Corporation Act ("NCBCA"). Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company shall vest in the Surviving Corporation,

and all debts, liabilities and duties of the Company and Acquiror shall become the debts, liabilities and duties of the Surviving Corporation.

4. **Closing; Effective Time.** The consummation of the transactions contemplated by this Plan (the "Closing") shall take place at the offices of Womble Carlyle Sandridge & Rice, PLLC, One West Fourth Street, Winston-Salem, North Carolina, at 10:00 a.m. on a date to be designated by the Acquiror (the "Closing Date"), which shall be no later than the fifth business day after the satisfaction or waiver of the latest to occur of the conditions set forth in Section 6 and Section 7 of the Merger Agreement (other than those conditions that by their nature are to be fulfilled at the Closing, but subject to the satisfaction or waiver of such conditions). Subject to the provisions of this Plan and the Merger Agreement, (i) a certificate of merger satisfying the applicable requirements of the DGCL (the "Delaware Certificate of Merger") shall be duly executed by the Company and by Acquiror as the Surviving Corporation and simultaneously with or as soon as practicable following the Closing delivered to the Secretary of State of Delaware for filing, and (ii) articles of merger satisfying the applicable requirements of the NCBCA (the "North Carolina Articles of Merger") shall be duly executed by Acquiror and simultaneously with or as soon as practicable following the Closing delivered to the Secretary of State of North Carolina for filing. The Merger shall become effective upon the latest of: (a) the date and time of the filing of the Delaware Certificate of Merger with the Secretary of State of Delaware as determined under Section 103(c)(3) of the DGCL, or (b) the date and time of the filing of the North Carolina Articles of Merger with the Secretary of State of North Carolina as determined under Section 55D-14(a)(1) of the NCBCA, and (c) such other effective date and time as may be specified in the Delaware Certificate of Merger or the North Carolina Articles of Merger with the consent of Acquiror (the "Effective Time").

5. **Articles of Incorporation and Bylaws; Directors and Officers.**

(a) The Articles of Incorporation and Bylaws of the Surviving Corporation shall be those of Acquiror as in effect immediately prior to the Effective Time; and

(b) The directors and officers of the Surviving Corporation immediately after the Effective Time shall be the respective individuals who are directors and officers of Acquiror immediately prior to the Effective Time.

6. **Conversion of Shares.** The shares of common stock, no par value, of the Acquiror, with Acquiror Preferred Stock purchase rights attached and issued pursuant to the Rights Agreement, dated August 10, 2001, between Acquiror and First Union National Bank, as Rights Agent, outstanding as of the Effective Time shall continue to be outstanding without change. "Acquiror Preferred Stock" means the preferred stock, no par value, of Acquiror. The shares of the Company shall be converted as follows:

(a) At the Effective Time, by virtue of the Merger and without any further action on the part of Acquiror, the Company or any Company Stockholder (as defined below):

(i) Any shares of Company common stock, \$0.001 par value per share ("Company Common Stock") or any shares of Company preferred stock, \$0.001 par value per share, consisting of Series A Preferred Stock ("Company Series A Preferred Stock"), Series B Preferred Stock ("Company Series B Preferred Stock") and Series C Preferred Stock ("Company Series C Preferred Stock") (collectively, all such preferred stock, the "Company Preferred Stock") then held by the Company or any wholly owned subsidiary of the Company shall cease to exist, and no consideration shall be delivered in exchange therefor.

(ii) Any shares of Company Common Stock or Company Preferred Stock then held by Acquiror or any other wholly owned subsidiary of Acquiror shall be cancelled and extinguished, and no consideration shall be delivered in exchange therefor.

(iii) Except as provided in clauses "(i)" and "(ii)" above and subject to Sections 6(b), 6(c), 6(d), 6(e), and 6(f) below, each share of Company Series A Preferred Stock then outstanding shall be converted into the right to receive a number of shares, or fraction thereof, of Acquiror Common Stock (rounded to four decimal places) determined by dividing the Series A Allocation of Acquiror Stock by the Diluted Company Series A Preferred Shares. "Series A Allocation of Acquiror Stock" means (1) the amount of \$12,647,814.01 divided by (2) the average closing price per share of Acquiror Common Stock as listed in the *Wall Street Journal* for the twenty (20) consecutive trading days up to, but not including, the two trading days prior to December 19, 2002; provided, however, that if such twenty-day average closing price exceeds \$9.50, the average closing price shall be deemed to be \$9.50, and if such twenty-day average closing price is less than \$6.00, the average closing price shall be deemed to be \$6.00 (in any case, "Average Price"). "Diluted Company Series A Preferred Shares" means the sum of (1) the number of shares of Company Series A Preferred Stock outstanding at the Effective Time plus (2) the number of shares of Company Series A Preferred Stock issuable upon exercise of any warrants or other rights to acquire Company Series A Preferred Stock outstanding as of the Effective Time.

(iv) Except as provided in clauses "(i)" and "(ii)" above and subject to Sections 6(b), 6(c), 6(d), 6(e), and 6(f) below, each share of Company Series B Preferred Stock then outstanding shall be converted into the right to receive a number of shares, or fraction thereof, of Acquiror Common Stock (rounded to four decimal places) determined by dividing the Series B Allocation of Acquiror Stock by the Diluted Company Series B Preferred Shares. "Series B Allocation of Acquiror

Stock" means (1) the amount of \$28,486,863.64 divided by (2) the Average Price. "Diluted Company Series B Preferred Shares" means the sum of (1) the number of shares of Company Series B Preferred Stock outstanding at the Effective Time plus (2) the number of shares of Company Series B Preferred Stock issuable upon exercise of any warrants or other rights to acquire Company Series B Preferred Stock outstanding as of the Effective Time.

(v) Except as provided in clauses "(i)" and "(ii)" above and subject to Sections 6(b), 6(c), 6(d), 6(e), and 6(f) below, each share of Company Series C Preferred Stock then outstanding shall be converted into the right to receive a number of shares, or fraction thereof, of Acquiror Common Stock (rounded to four decimal places) determined by dividing the Series C Allocation of Acquiror Stock by the Company Series C Preferred Shares. "Series C Allocation of Acquiror Stock" means (1) the amount of \$73,865,322.35 divided by (2) the Average Price. "Company Series C Preferred Shares" means the number of shares of Company Series C Preferred Stock outstanding at the Effective Time.

(vi) Except as provided in clauses "(i)" and "(ii)" above and subject to Sections 6(b), 6(c), 6(d), 6(e), and 6(f) below, each share of Company Common Stock then outstanding shall be converted into the right to receive a number of shares, or fraction thereof, of Acquiror Common Stock (rounded to four decimal places) determined by dividing the Common Allocation of Acquiror Stock by the Diluted Company Common Shares. "Common Allocation of Acquiror Stock" means (1) \$18,000,000 divided by (2) the Average Price. "Diluted Company Common Shares" means the sum of (1) the number of shares of Company Common Stock outstanding at the Effective Time plus (2) the number of shares of Company Common Stock issuable upon exercise of Company Options, warrants or any other rights to acquire Company Common Stock outstanding at the Effective Time. "Company Options" shall mean stock options granted by the Company under the Company's 1999 Stock Plan.

(b) The Acquiror Common Stock issuable at the Effective Time pursuant to Sections 6(a)(iii) through 6(a)(vi) above (as such amount may be adjusted in accordance with this Section 6(b)) is referred to as the "Merger Consideration." If, between October 15, 2002 and the Effective Time, the outstanding shares of Acquiror Common Stock are changed into a different number or class of shares by reason of any stock split, stock dividend, reverse stock split, reclassification, recapitalization or other similar transaction, then the Merger Consideration shall be appropriately adjusted.

(c) If any shares of Company Common Stock or Company Preferred Stock outstanding immediately prior to the Effective Time are unvested or are subject to a repurchase option, risk of forfeiture or other condition under any applicable restricted stock purchase agreement or other agreement with the

Company or under which the Company has any rights, then, in addition to, and without affecting the application of Section 12 of this Plan or Section 5.3(b) of the Merger Agreement, the shares of Acquiror Common Stock issued in exchange for such shares of Company Common Stock or Company Preferred Stock will also be unvested and subject to the same repurchase option, risk of forfeiture or other condition, and the certificates representing such shares of Acquiror Common Stock may accordingly be marked with appropriate legends. The Company shall take all reasonable action that may be necessary to ensure that, from and after the Effective Time, Acquiror is entitled to exercise any such repurchase option or other right set forth in any such restricted stock purchase agreement or other agreement.

(d) As soon as reasonably practicable after the Effective Time, Acquiror shall distribute to Wachovia Bank, N.A., as escrow agent (the "Escrow Agent") a certificate or certificates representing that number of shares of Acquiror Common Stock equal to (1) \$13,300,000 divided by (2) the Average Price (the "Escrow Shares"), which shall be registered in the name of the Escrow Agent as nominee for the Company Stockholders, and will be held in escrow pursuant to the terms of the form of Escrow Agreement attached to the Merger Agreement as Exhibit B, with such changes as may be reasonably requested by the Escrow Agent thereunder. The Escrow Shares shall be withheld on a pro rata basis from the shares of Acquiror Common Stock issuable in respect of each share of Company Common Stock and Company Preferred Stock outstanding as of the Effective Time and held by the Company Stockholders pursuant to Section 6(b)(iii) through (vi) hereof. The Escrow Shares shall be held in escrow and shall be available to compensate Acquiror for certain damages as provided in the Escrow Agreement and to compensate the Stockholders' Representative (as defined in Section 9(a)) as set forth in Section 9(e) below. To the extent not used for such purposes, such Escrow Shares shall be released to the record holders of Company Common Stock and Company Preferred Stock immediately prior to the Effective Time other than such Persons who hold Dissenting Stock (as defined in Section 6(f)) and who have not failed to perfect, effectively withdrawn or lost their right to appraisal of such shares (the "Company Stockholders"), all as provided in the Escrow Agreement. The remaining Merger Consideration will be distributed in the same proportions as provided in Sections 6(a)(iii) through 6(a)(vi) to the Company Stockholders as soon as reasonably practicable following the Effective Time in accordance with Section 8 of this Plan.

(e) No fractional shares of Acquiror Common Stock shall be issued in connection with the Merger, and no certificates or scrip for any such fractional shares shall be issued. The aggregate number of shares of Merger Consideration issuable to any holder of Company Common Stock or Company Preferred Stock who would otherwise be entitled to receive a fraction of a share of Acquiror Common Stock (after aggregating all fractional shares of Acquiror Common Stock issuable to such holder) shall be rounded, up or down, to the nearest number of whole shares of Acquiror Common Stock.

(f) Notwithstanding any provision of this Plan to the contrary, if and to the extent required by the DGCL and Section 2115 of the General Corporation Law of California ("GCLC"), shares of Company Common Stock and/or Company Preferred Stock that are issued and outstanding immediately prior to the Effective Time and which are held by holders of such shares of Company Common Stock and/or Company Preferred Stock, as applicable, who have properly exercised appraisal rights with respect thereto (the "Dissenting Stock") in accordance with Section 262 of the DGCL or Section 2115 of the GCLC, as applicable, shall not be converted into the right to receive any portion of the Merger Consideration, and each holder of such shares of Dissenting Stock shall be entitled to receive payment of the appraised value of such shares of Dissenting Stock in accordance with the provisions of Section 262 of the DGCL or Section 2115 of the GCLC, as applicable, unless and until such holder fails to perfect, effectively withdraws or otherwise loses its right to appraisal and payment under the DGCL or the GCLC, as applicable. If, after the Effective Time, any such holder fails to perfect, effectively withdraws or loses such right, such shares of Dissenting Stock shall thereupon be treated as if they had been converted into and have become exchangeable for, at the Effective Time, the right to receive a portion of the Merger Consideration determined in accordance with Sections 6(a)-(e) above, without any interest thereon. The Company shall give Acquiror prompt notice of any demands received by the Company for appraisals of shares of Dissenting Stock. The Company shall not, except with the prior written consent of Acquiror, make any payment with respect to any demands for appraisals or offer to settle or settle any such demands, and Acquiror shall have the right to participate in all negotiations and proceedings with respect to such demands. If any holder of Dissenting Stock receives payment of the appraised value of its Dissenting Stock in an aggregate amount in excess of the Average Price times the number of shares of Acquiror Common Stock that would have been issuable to such holder pursuant to Section 6(a) above, notwithstanding anything to the contrary in this Plan or the Merger Agreement, such excess shall be treated as an indemnifiable loss by the Company Stockholders in accordance with the indemnification provisions of the Merger Agreement.

7. **Closing of the Company's Transfer Books.** At the Effective Time: (a) all shares of Company Common Stock and Company Preferred Stock outstanding immediately prior to the Effective Time shall automatically be canceled and retired and shall cease to exist, and all holders of certificates representing shares of Company Common Stock and Company Preferred Stock that were outstanding immediately prior to the Effective Time shall cease to have any rights as stockholders of the Company except as expressly provided in Section 6(f) above and the right to receive Merger Consideration and Escrow Shares; and (b) the stock transfer books of the Company shall be closed with respect to all shares of Company Common Stock and Company Preferred Stock outstanding immediately prior to the Effective Time. No further transfer of any such shares of Company Common Stock or Company Preferred Stock shall be made on such stock transfer books after the Effective Time. If, after the Effective Time, a valid certificate previously representing any shares of Company Common



Stock or Company Preferred Stock (a "Company Stock Certificate") is presented to the Surviving Corporation, such Company Stock Certificate shall be canceled and shall be exchanged as provided in Section 8.

8. **Exchange of Certificates.** The stock certificates shall be transferred and surrendered as follows:

(a) Acquiror's transfer agent shall act as exchange agent (the "Exchange Agent") in the Merger.

(b) Promptly after the Effective Time, Acquiror shall make available to the Exchange Agent for exchange in accordance with this Section 8, through such reasonable procedures as Acquiror may adopt, the shares of Acquiror Common Stock issuable pursuant to Section 6 (provided that delivery of any shares that are subject to vesting may be in book entry form only until such vesting restrictions have lapsed, following which time such shares shall be delivered promptly to the holder thereof) in exchange for shares of Company Common Stock and Company Preferred Stock outstanding immediately prior to the Effective Time (less the number of Escrow Shares).

(c) Promptly after the Effective Time, Acquiror will mail to each Company Stockholder whose shares were converted into the right to receive shares of the Merger Consideration, (i) a letter of transmittal in customary form and containing such provisions as Acquiror may reasonably specify (including a provision confirming that delivery of Company Stock Certificates shall be effected, and risk of loss and title to Company Stock Certificates shall pass, only upon delivery of such Company Stock Certificates to Acquiror), and (ii) instructions for use in effecting the surrender of Company Stock Certificates in exchange for certificates representing Acquiror Common Stock. Upon surrender of a Company Stock Certificate to Acquiror for exchange, together with a duly executed letter of transmittal and such other documents as may be reasonably required by Acquiror, (1) the holder of such Company Stock Certificate shall be entitled to receive in exchange therefor a certificate representing the number of whole shares of Acquiror Common Stock (less the Escrow Shares attributable to such holder) that such holder has the right to receive pursuant to the provisions of Section 6 above (after taking into account the provisions of Section 6(d)), and (2) the Company Stock Certificate so surrendered shall be canceled. Until surrendered as contemplated by this Section 8, each Company Stock Certificate shall be deemed, from and after the Effective Time, to represent only the right to receive shares of Acquiror Common Stock as contemplated by Section 6. If any Company Stock Certificate shall have been lost, stolen or destroyed, Acquiror may, in its discretion and as a condition precedent to the issuance of any certificate representing Acquiror Common Stock, require the owner of such lost, stolen or destroyed Company Stock Certificate to provide an appropriate affidavit and to agree to indemnify against any claim that may be made against Acquiror or the Surviving Corporation with respect to such Company Stock Certificate. Prior to the Effective Time, Acquiror will deliver to

the Company sufficient quantities of such letter of transmittal and instructions such that the holders may tender such letter of transmittal at the Effective Time.

9. **Stockholders' Representative.**

(a) In order to efficiently administer the transactions contemplated hereby occurring after the Effective Time, including without limitation the defense and/or settlement of any claims for which the Company Stockholders may be required to indemnify Acquiror and/or the Surviving Corporation pursuant to Section 8 of the Merger Agreement, each Company Stockholder shall upon approval of the Merger and the adoption of this Plan be deemed, whether or not he, she or it voted in favor of the Merger and this Plan, to designate Robert B. Abbott as their representative (the "Stockholders' Representative").

(b) The Company Stockholders by the approval of the Merger and the adoption of this Plan authorize the Stockholders' Representative, after the Effective Time, (i) to take all action necessary in connection with the defense and/or settlement of any claims for which the Company Stockholders may be required to indemnify Acquiror and/or the Surviving Corporation pursuant to Section 8 of the Merger Agreement, (ii) to give and receive all notices required to be given under the Merger Agreement, and (iii) to take any and all additional action as is contemplated to be taken by or on behalf of the Company Stockholders by the terms of the Merger Agreement.

(c) In the event that the Stockholders' Representative dies, becomes unable to perform his responsibilities hereunder, is removed by the Company Stockholders who beneficially own a majority of the Escrow Shares, or resigns from such position, the Company Stockholders who beneficially own a majority of the Escrow Shares are authorized to and shall select another representative to fill such vacancy and such substituted representative shall be deemed to be the Stockholders' Representative for all purposes of this Plan and the Merger Agreement and the documents delivered pursuant to the Merger Agreement. Acquiror shall be entitled to rely on the decision of the Stockholders' Representative named herein (or any successor as hereafter provided) until it is notified in writing that a replacement Stockholders' Representative has been elected.

(d) All decisions and actions by the Stockholders' Representative, including without limitation any agreement between the Stockholders' Representative and Acquiror relating to the defense or settlement of any claims for which the Company Stockholders may be required to indemnify Acquiror and/or the Surviving Corporation pursuant to Section 8 of the Merger Agreement, shall be binding upon all of the Company Stockholders, and no Company Stockholder shall have the right to object, dissent, protest or otherwise contest the same.

(e) The Stockholders' Representative shall not have any liability to any of the parties to the Merger Agreement or the Company Stockholders for any act done or omitted hereunder as Stockholders' Representative while acting in good faith and in the exercise of reasonable judgment, and any act done or omitted pursuant to the advice of counsel shall be conclusive evidence of such good faith. The Company Stockholders shall severally indemnify the Stockholders' Representative and hold it harmless against any loss, liability or expense incurred without bad faith on the part of the Stockholders' Representative and arising out of or in connection with the acceptance or administration of its duties hereunder. The Stockholders' Representative shall be reimbursed for all costs and expenses incurred in the performance of its duties by the Company Stockholders severally and out of the Escrow Shares and in accordance with the procedures described in the Escrow Agreement; provided, however, in no event shall the aggregate amount reimbursed out of the Escrow Shares exceed \$100,000.00.

(f) Upon approval of the Merger and the adoption of this Plan, each Company Stockholder shall be deemed, whether or not he, she or it voted in favor of this Plan, to agree, in addition to the foregoing, that:

(i) Acquiror and/or the Surviving Corporation shall be entitled to rely conclusively on the instructions and decisions of the Stockholders' Representative as to the settlement of any claims for indemnification by Acquiror and/or the Surviving Corporation pursuant to Section 8 of the Merger Agreement, or any other actions required or permitted to be taken by the Stockholders' Representative hereunder, and no party hereunder shall have any cause of action against Acquiror and/or the Surviving Corporation for any action taken in reliance upon the instructions or decisions of the Stockholders' Representative;

(ii) all actions, decisions and instructions of the Stockholders' Representative as authorized herein shall be conclusive and binding upon all of the Company Stockholders and no Company Stockholder shall have any cause of action against the Stockholders' Representative for any action taken, decision made or instruction given by the Stockholders' Representative under the Merger Agreement, except for the bad faith of the Stockholders' Representative in connection with the matters described in this Section 9;

(iii) the provisions of this Section 9 are independent and severable, are irrevocable and coupled with an interest and shall be enforceable notwithstanding any rights or remedies that any Company Stockholder may have in connection with the transactions contemplated by this Plan or the Merger Agreement;

(iv) remedies available at law for any breach of the provisions of this Section 9 are inadequate; therefore, Acquiror and the

Surviving Corporation and the Stockholders' Representative shall be entitled to temporary and permanent injunctive relief without the necessity of proving damages if either Acquiror and/or the Surviving Corporation or the Stockholders' Representative brings an action to enforce the provisions of this Section 9; and

(v) the grant of authority provided for in this Section 9 is coupled with an interest and shall be irrevocable and survive the death, incompetency, dissolution or bankruptcy of any Company Stockholder and shall be binding upon the executors, heirs, legal representatives, personal representatives, successor trustees and successors of each Company Stockholder, and any references in this Plan to a Company Stockholder or the Company Stockholders shall mean and include the successors to the Company Stockholder's rights hereunder, whether pursuant to testamentary disposition, the laws of descent and distribution or otherwise.

10. **Certain Payments.** Each of the Acquiror and the Surviving Corporation shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable pursuant to this Plan to any holder or former holder of Company Common Stock or Company Preferred Stock such amounts as may be required to be deducted or withheld therefrom under the Internal Revenue Code of 1986, as amended, or any provision of state, local or foreign tax law or under any other applicable Legal Requirement and to collect Forms W-8 or W-9, as applicable, from the Company Stockholders. To the extent such amounts are so deducted or withheld, such amounts shall be treated for all purposes under this Plan as having been paid to the person to whom such amounts would otherwise have been paid. Neither Acquiror nor the Surviving Corporation shall be liable to any holder or former holder of Company Common Stock or Company Preferred Stock or to any other person with respect to any shares of Acquiror Common Stock (or dividends or distributions with respect thereto), or for any cash amounts, delivered to any public official pursuant to any applicable abandoned property law, escheat law or similar legal requirement.

11. **Further Action.** If, at any time after the Effective Time, any further action is determined by Acquiror to be necessary or desirable to carry out the purposes of this Plan or to vest the Surviving Corporation with full right, title and possession of and to all rights and property of the Company, the officers and directors of the Surviving Corporation shall be fully authorized (in the name of the Company and otherwise) to take such action.

12. **Lock-Up.**

(a) Except as set forth below, each Company Stockholder, during the Restricted Period (as defined below) applicable to such Company Stockholder, shall not, during the Restricted Period:

(i) offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise)) any shares of Acquiror Common Stock received in the Merger (including, without limitation, Acquiror Common Stock that may be deemed to be beneficially owned by such Company Stockholder in accordance with the rules and regulations of the Securities and Exchange Commission ("SEC"), but excluding any shares of Acquiror Common Stock constituting Escrow Shares) (in each case, "Merger Stock"), or

(ii) establish or increase a put equivalent position or establish, liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder, with respect to any shares of Merger Stock, in any case without the prior written consent of Acquiror;

*provided, however,* that subject to the provisions of this Section 12, (A) immediately following the Effective Time, a Company Stockholder may sell up to 1/3 of its shares of Merger Stock and (B) (x) with respect to Merger Stock issued in exchange for Company Preferred Stock, beginning 60 days subsequent to the Effective Time, such holder may sell up to 1/3 of its shares of Merger Stock, together with any shares specified in (A) above; and (y) with respect to Merger Stock issued in exchange for Company Common Stock, beginning 90 days subsequent to the Effective Time, such holder may sell up to 1/3 of its shares of Merger Stock, together with any shares specified in Section (A) above. For purposes of determining which shares of Merger Stock may be sold, transferred, or otherwise disposed of in accordance with this Section 12(a), those shares of Merger Stock not subject, or no longer subject, to any other restrictions or forfeiture provisions of this Plan or any other agreement applicable to the Merger Stock (the "Other Restrictions") shall be the first shares available for sale in accordance with this Section 12. For purposes of this Section 12, "Restricted Period" shall mean (i) with respect to Merger Stock issued in exchange for Company Preferred Stock, 120 days, and (ii) with respect to Merger Stock issued in exchange for Company Common Stock, 180 days. The provisions of this Section 12 shall be in addition to (and not in lieu of) any Other Restrictions.

(b) Sales of any shares of Merger Stock shall only be accomplished through one of four designated active market makers ("Market Makers") in Acquiror Common Stock (excluding wholesalers) identified by Acquiror from time to time in writing to Acquiror's stock transfer agent and otherwise available from Acquiror's secretary upon request.

(c) Notwithstanding anything herein to the contrary, (i) shares of Merger Stock issued in exchange for Company Preferred Stock may be

distributed by a Company Stockholder which is an entity to its partners, members, stockholders or other equity owners (each an "Equity Recipient") and (ii) any Company Stockholder may make bona fide gifts of Merger Stock to immediate family members or similar transfers for estate planning purposes (a "Family Recipient") in a transaction that does not constitute a "sale" as that term is defined in Section 2(a)(3) of the Securities Act of 1933, as amended, provided that each Family Recipient agrees to be bound by the provisions of this Section 12 with respect to any Acquiror Common Stock received from a Company Stockholder. As used herein, "immediate family" shall mean any relationship by blood, marriage or adoption not more remote than first cousin. In the case of a transaction involving an Equity Recipient, the provisions of this Section 12 shall not bind any Equity Recipient with respect to any shares of Merger Stock received from the applicable Company Stockholder.

(d) Nothing in this Section 12 shall prevent a Company Stockholder from hedging its shares of Merger Stock issued in exchange for Company Preferred Stock, which shall include establishing or increasing a put equivalent position or establishing, liquidating or decreasing a call equivalent position, if such transactions are accomplished through a Market Maker, provided that any Company Stockholder who is an employee of Acquiror or any Subsidiary of Acquiror must comply with any policy adopted by Acquiror or any Subsidiary of Acquiror generally applicable to its employees regarding hedging, short sales or similar transactions.

(e) Each Company Stockholder shall certify compliance with the requirements of this Section 12 in writing to Acquiror's stock transfer agent in connection with the sale of any shares of Merger Stock. Appropriate restrictive legends shall be placed on certificates representing the shares of Merger Stock subject to this Section 12, and such shares shall be subject to the entry of stop-transfer orders.

## II.

With respect to the Surviving Corporation, shareholder approval was not required for the Merger because the Merger complies with Section 55-11-03(g) of the General Statutes of North Carolina.

## III.

The Merger is permitted by the laws of the State of Delaware, the Merging Corporation's state of incorporation. The Merging Corporation has complied with the requirements of Delaware law in effecting the Merger.

## IV.

The Merger shall become effective at 11:59:59 P.M. on the date of filing.

This the 19 day of December, 2002.

RF MICRO DEVICES, INC.

By: 

Name: Robert A. Bruggenorth

Title: President