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**Submission Type**

- New
  - Resubmission (Non-Recordation)
  - Correction of PTO Error
  - Corrective Document
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**Conveyance Type**

- Assignment
- License
- Merger
- Security Agreement
- Change of Name
- Other:

EMERGENCY  
JUN 17 2003  
PTO

**Conveying Party(ies)**

1. SignalCom, Inc.
- 2.
- 3.
- 4.
- 5.
- 6.

**Execution Date(s)**

April 4, 2000

Mark if Additional Names of Conveying Parties Attached

**Receiving Party**

Name                      Microsoft Corporation  
Name  
Address                    One Microsoft Way  
Address  
Address                    Redmond                      Washington                      98052  
City    State/Country                      Zip Code

Mark if Additional Names of Receiving Parties Attached

**Correspondent Name and Address**

Phillip M. Pippenger, Reg. No. 46,055  
Leydig, Voit & Mayer, Ltd.  
Two Prudential Plaza, Suite 4900  
Chicago, Illinois 60601-6780

Telephone: (312) 616-5600  
Facsimile: (312) 616-5700  
Attorney Docket No. 221982

**Pages** Enter the total number of pages of the attached conveyance document including any attachments: 45

**Application Number(s) or Patent Number(s)**

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

| Patent Application Numbers |  |  | Patent Numbers |  |  |
|----------------------------|--|--|----------------|--|--|
|                            |  |  | 6,311,154      |  |  |
|                            |  |  |                |  |  |
|                            |  |  |                |  |  |

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.                      Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number *only* if a U.S. Application Number has not been assigned.

|     |     |     |
|-----|-----|-----|
| PCT | PCT | PCT |
| PCT | PCT | PCT |

**Number of Properties**

Enter the total number of properties involved: 1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): 40.00

**Method of Payment:**

- Enclosed is a check in the amount of
- Charge Deposit Account No. 12-1216

Authorization to Charge Additional Fees to Deposit Account No. 12-1216:  Yes     No

**Statement and Signature**

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. Charges to deposit account are authorized, as indicated herein.

|                        |           |               |
|------------------------|-----------|---------------|
| Phillip M. Pippenger   |           | June 16, 2003 |
| Name of Person Signing | Signature | Date          |

06/23/2003 ECD00PER 00000058 121216 6311154

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**PATENT**  
**REEL: 014186 FRAME: 0349**

APR 04 2000

## AGREEMENT OF MERGER

BILL JONES, Secretary of State

AGREEMENT OF MERGER (this "Agreement") dated April 3, 2000, by and among Microsoft Corporation, a Washington corporation ("Microsoft"), Signal Acquisition Corporation, a California corporation wholly owned by Microsoft ("Sub"), and SignalCom, Inc., a California corporation ("SignalCom").

WHEREAS, Microsoft, Sub, SignalCom, and the shareholders of SignalCom (the "Shareholders") have entered into an Agreement and Plan of Reorganization (the "Reorganization Agreement") which provides for the execution of this Agreement; and

WHEREAS, the Board of Directors and shareholders of SignalCom and the Board of Directors of Sub have approved this Agreement and the consummation of the transactions contemplated hereby and by the Reorganization Agreement, upon the terms and subject to the conditions set forth herein and in the Reorganization Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and in the Reorganization Agreement, the parties hereto, intending to be legally bound hereby, agree as follows:

## ARTICLE I

## THE MERGER

Section 1.1 The Merger. Upon the terms and subject to the conditions of this Agreement and the Reorganization Agreement, at the Effective Time (as hereinafter defined), in accordance with the California General Corporation Law (the "CGCL"), Sub shall be merged with and into SignalCom and the separate existence of Sub shall thereupon cease (the "Merger"). SignalCom shall be the surviving corporation in the Merger (hereinafter referred to as the "Surviving Corporation").

Section 1.2 Effective Time of the Merger. The Merger shall become effective upon the time of filing of this Agreement and the certificates of approval of the Merger with the office of the California Secretary of State (the "CASOS") (the "Effective Time"). Microsoft shall not make any payment of merger consideration provided for in the Reorganization Agreement and this Agreement until it has received written confirmation of the acceptance of such filing of this Agreement and the certificates of approval by the CASOS.

Section 1.3 Effects of Merger. The Merger shall have the effects set forth in Section 1107 of the CGCL, and all other applicable laws.

## ARTICLE II

### THE SURVIVING CORPORATION

Section 2.1 Articles of Incorporation. At the Effective Time, the Articles of Incorporation of the Surviving Corporation shall be amended and restated to read as set forth in Exhibit A.

Section 2.2 Bylaws. At the Effective Time, the Bylaws of Sub, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until duly amended.

Section 2.3 Directors and Officers. At and after the Effective Time: (i) John G. Connors, Robert A. Eshelman and Jean-Francois Heitz shall be the directors of the Surviving Corporation; and (ii) John G. Connors shall be President and Robert A. Eshelman shall be Vice President and Secretary in each case until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Articles of Incorporation and Bylaws.

## ARTICLE III

### CONVERSION OF SIGNALCOM SHARES

Section 3.1 Conversion of SignalCom Shares. As of the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital shares of SignalCom except as provided in Section 3.2 below, each of the issued and outstanding common shares of SignalCom (the "Common Shares") will be converted into the right to receive cash in an amount determined by dividing the Conversion Payment (as defined below) by the aggregate number of SignalCom shares issued and outstanding at the closing of the Merger (the "Closing").

**Section 3.6 Conversion of Sub Shares.** At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of Microsoft, Sub or SignalCom each of the issued and outstanding common shares of Sub will, without any requirement to surrender or exchange such shares, be converted into, and become the sole outstanding capital shares of SignalCom. Each of the issued and outstanding common shares of Sub will be converted into one (1) common share of SignalCom.

## ARTICLE IV

### SIGNALCOM STOCK OPTIONS AND WARRANTS

Section 4.1 Replacement of Stock Options. At the Effective Time, each of the then outstanding SignalCom employee options (the "SignalCom Options") shall by virtue of the Merger and at the Effective Time, and without any further action on the part of any holder thereof, be replaced by one or more nonqualified stock options to purchase that number of shares of Microsoft Common Stock ("Microsoft Options") determined by multiplying the number of Common Shares subject to each SignalCom Option immediately prior to the Effective Time by the Exchange Ratio (as defined below), at an exercise price per share of Microsoft Common Stock equal to the exercise price per share of such SignalCom Option immediately prior to the Effective Time divided by the Exchange Ratio. Each Microsoft Option shall be issued pursuant to the Microsoft 1991 Employee Stock Option Plan, as amended (the "1991 Plan").

**SIGNATURE PAGE -- AGREEMENT OF MERGER**

IN WITNESS WHEREOF, Microsoft, Sub and SignalCom have caused their duly authorized representatives to execute this Agreement of Merger as of the date first written above.

**MICROSOFT CORPORATION**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Vice President

By \_\_\_\_\_  
Name: Robert A. Eshelman  
Title: Assistant Secretary

**SIGNAL ACQUISITION CORPORATION**

By \_\_\_\_\_  
Name: Keith R. Dolliver  
Title: President

By \_\_\_\_\_  
Name: Keith R. Dolliver  
Title: Secretary

**SIGNALCOM, INC.**


By Allen Gersho  
Name: Allen Gersho  
Title: Vice President


By Allen Gersho  
Name: Allen Gersho  
Title: Secretary

**SIGNATURE PAGE - AGREEMENT OF MERGER**


IN WITNESS WHEREOF, Microsoft, Sub and SignalCom have caused their duly authorized representatives to execute this Agreement of Merger as of the date first written above.

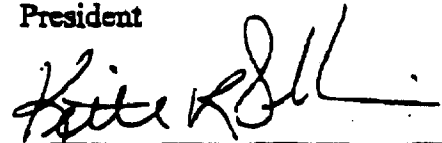
**MICROSOFT CORPORATION**

By   
Name: William H. Neukom  
Title: Senior Vice President, Law and  
Corporate Affairs

By   
Name: Robert A. Eshelman  
Title: Assistant Secretary

**SIGNAL ACQUISITION CORPORATION**

By   
Name: Keith R. Dolliver  
Title: President

By   
Name: Keith R. Dolliver  
Title: Secretary

**SIGNALCOM, INC.**

By \_\_\_\_\_  
Name: Allen Gersho  
Title: Vice President

By \_\_\_\_\_  
Name: Allen Gersho  
Title: Secretary

**EXHIBIT A**

**ARTICLES OF INCORPORATION  
OF  
SIGNALCOM, INC.**

**ARTICLE 1**

The name of the corporation is SignalCom, Inc.

**ARTICLE 2**

The existence of the corporation is perpetual.

**ARTICLE 3**

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

**ARTICLE 4**

The total number of shares which the corporation is authorized to issue is Ten Thousand (10,000), each having a par value of \$.01, all of which are Common shares.

The Board of Directors of the corporation may issue any or all of the aforesaid authorized shares of the corporation from time to time for such consideration as it shall determine and may determine from time to time the amount of such consideration, if any, to be credited to paid-in surplus.

**ARTICLE 5**

The corporation is authorized to indemnify the directors and officers of the corporation to the fullest extent permissible under California law.



**SIGNAL ACQUISITION CORPORATION,  
a California corporation**

**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER**

Keith R. Dolliver hereby certifies that:

1. He is the duly elected President and Secretary of Signal Acquisition Corporation, a corporation organized under the laws of the State of California (the "Corporation").

2. The attached Agreement of Merger (the "Agreement") was duly approved and adopted by the Board of Directors of the Corporation alone under Section 1201 of the California General Corporation Law. No shareholder approval is required.  
No shareholder approval of the parent company, Microsoft Corporation, is required under Section 1103 of the California Corporations Code.

3. The undersigned further declares under penalty of perjury under the laws of the State of California that he has read the foregoing certificate and knows the contents thereof and that the same is true of his own knowledge.

Executed this 3rd day of April, 2000.



---

Keith R. Dolliver, President and Secretary

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SIGNALCOM, INC.  
CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER

Allen Gersho hereby certifies that:

1. He is the Vice President and Secretary of SignalCom, Inc., a California corporation (the "Corporation").
2. The attached Agreement of Merger (the "Agreement") was duly approved by the Board of Directors and shareholders of the Corporation.
3. The total number of outstanding shares of the Corporation entitled to vote on the merger was 2,200,000 shares of Common Stock.
4. The percentage vote required for the approval of the Agreement was a majority of the outstanding shares of such Common Stock. The shareholder approval was by the holders of a all the outstanding shares of Common Stock, which exceeded the vote required.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Dated: April 3, 2000



Allen Gersho, Vice President and Secretary



## COMPANY DISCLOSURE SCHEDULE

**THIS COMPANY DISCLOSURE SCHEDULE** (the "Schedule") contains a listing of certain items required under the representations and warranties and exceptions to the representations and warranties of **SIGNALCOM, INC.**, a California corporation (the "Company" and the Principal Shareholders set forth in Section 3 of that certain Agreement and Plan of Merger dated March \_\_, 2000 (the "Reorganization Agreement"), by and among **MICROSOFT CORPORATION**, a Washington corporation ("Parent"), **SIGNAL ACQUISITION CORPORATION**, a California corporation ("Sub"), the Company, and the Shareholders of the Company, and are an integral part of the Reorganization Agreement. Any capitalized term that is used in this Schedule and is not defined herein shall have the meaning ascribed to such term in the Reorganization Agreement. The section numbers of each exception noted in this Schedule correspond to the section numbers appearing in the Reorganization Agreement; *provided that* all information disclosed herein as an exception to any section (the "first section") shall be deemed disclosed under and incorporated into any other section of the Reorganization Agreement to the extent that a reasonable person would determine that the disclosure set forth in such first section contains enough information regarding the subject matter of the second section so as to clearly qualify or otherwise clearly apply to the representations and warranties set forth in the second section of the Reorganization Agreement. Notwithstanding any materiality qualification in any representations and warranties or covenants in the Reorganization Agreement, for administrative ease, certain items have been included herein which are not considered by the Company to be material to the business, assets, results of operations, prospects or affairs of the Company, taken as a whole. Except where an item is responsive to a requirement that the Disclosure Schedule list material items, the inclusion of any item herein shall not be deemed to be an admission by the Company that such item is material to the business, assets, results of operations, prospects or affairs of the Company, taken as a whole, nor shall it be deemed an admission of any obligation or liability to any third party. Where the term "None" appears below, the Company intends this to be a statement that except for information disclosed elsewhere in this Schedule, there are no exceptions to the representations and warranties.

**Section 2.8. Assumption of Company Stock Options.** There is set forth on (a) **APPENDIX 2.8(A)** to this Disclosure Schedule a list of the shareholders of the Company and the number of outstanding shares of Company Stock held by each shareholder, and (b) on **APPENDIX 2.8(B)** to this Disclosure Schedule a list of the outstanding Company Options, including the vesting schedule for each such Company Option. As of the date of the Reorganization Agreement, there are \_\_\_\_\_ Company Common Share Equivalents outstanding, and based upon an assumed Microsoft Average Closing Price of \_\_\_\_\_ the Company estimates that (i) the *pro forma* Per Share Consideration will be : \_\_\_\_\_ and (ii) the Exchange Ratio will be :

### **Section 3.1.1 Organization, Standing, and Power**

**Subsidiaries.** The Company has no subsidiary corporations.

**Officers.** The officers of the Company are as follows:

| <b><u>Officer Position</u></b> | <b>Chief Financial Officer</b> |
|--------------------------------|--------------------------------|
| Chief Executive Officer        |                                |
| President                      |                                |
| Vice President                 |                                |
| Secretary                      |                                |
| Treasurer                      |                                |

**Person Holding Officer Position**

Allen Gersho  
Vladimir Cuperman  
Allen Gersho  
Allen Gersho  
Vladimir Cuperman  
Vladimir Cuperman

**Directors.** The following persons are members of the Company's Board of Directors: Allen Gersho, Vladimir Cuperman, Roberta Gersho, Ada Cuperman, and Martin Shum.

**Section 3.1.2(b) Capital Structure.** The Company's articles of incorporation impose both first-refusal rights and preemptive rights on shares of Company stock. Under Article V of the Company's articles of incorporation, prior to a shareholder's transferring any shares of Company stock, the Company and each other shareholder have successive first-refusal rights with respect to the shares being transferred. Under Article VI of the Company's articles of incorporation, upon the issuance of any additional shares of Company capital stock, each holder of outstanding Company shares is entitled to purchase a number of shares equal to the product of (a) the number of shares being issued, *multiplied times* (b) a fraction, the numerator of which is the number of shares owned by the shareholder, and the denominator of which is the total number of outstanding shares of Company capital stock. Concurrently with the execution of the Reorganization Agreement, the Company shareholders are executing a written consent, in which, *inter alia*, they are waiving their pre-emptive rights.

**Section 3.1.4. Compliance with Laws and Other Instruments.** As noted in the exception to Section 3.1.2(b), above, the Company's articles of incorporation confer on the Company and each shareholder, *inter alia*, successive first-refusal rights with respect to any transfer of outstanding shares of the Company's capital stock. Concurrently with the execution of the Reorganization Agreement, the Company's shareholders are executing a Written Consent of Shareholders in which, *inter alia*, they are waiving those first-refusal rights.

**Section 3.1.5. Technology and Intellectual Property Rights.**

(a) No exceptions to representations and warranties.

(b) With respect to the list of items of Company Intellectual Property Rights called for by Section 3.1.5(b) of the Reorganization Agreement:

(i) *Patents, Trademarks, Etc.*

A. *Patents.* The Company holds no issued patents. The Company has submitted to the United States Patent and Trademark Office the following patent applications.

(1) U.S. Patent Application No. 09/223,363, filed December 30, 1998, by Nokia Mobile Phones Inc. ("Nokia"), for "Adaptive Windows for Analysis-by-Synthesis CELP-Type Speech Coding." Pursuant to that certain "Strategic Alliance" between the Company and Nokia dated January 1, 1998, as amended (as so amended, the "Nokia Agreement"), title to any patent issued pursuant to that application is to be owned jointly by the Company and Nokia. The Application lists as inventors four persons who are employees of the Company (Allen Gersho, Vladimir Cuperman, Ajit V. Rao, and Tung-Chiang Yang), and two persons who are employees of Nokia.

(2) U.S. Patent Application No. 09/455,012, filed December 3, 1999, by Nokia, for "Variable Bit Rate Coder." Pursuant to the Nokia Agreement, title to any patent issued pursuant to that application is to be owned jointly by the Company and Nokia. The Application lists as inventors four persons who are or were employees of the Company (Jan Linden terminated 2/4/00) (Allen Gersho, Vladimir Cuperman, Ajit V. Rao, and Jan T. Linden), and three persons who are employees of Nokia.

(3) U.S. Patent Application No. 09/401,068, filed September 22, 1999, by the Company. Title to any patent issued to that Application will be held by the Company, subject to certain royalty-free use rights in favor of the United States Government and the North Atlantic Treaty Organization pursuant to that certain Contract/Order No. MDA904-98-C-A857 dated May 12, 1998, as amended. The Application lists as inventors four persons who are employees of the Company (Allen Gersho, Vladimir Cuperman, Tian Wang and Kazuhito Koishida).

**MICROSOFT CORPORATION  
SIGNAL ACQUISITION CORPORATION  
SIGNALCOM, INC.  
AND THE SHAREHOLDERS  
OF SIGNALCOM, INC.**

**AGREEMENT AND PLAN OF REORGANIZATION**

Dated as of March 7, 2000



TABLE OF CONTENTS

Page

RECITALS ..... 1

ARTICLE I  
DEFINED TERMS

ARTICLE II  
THE MERGER

2.1 Effective Time of the Merger..... 3  
2.2 Closing..... 4  
2.3 Effects of the Merger ..... 4  
2.4 Conversion of Company Securities ..... 4  
    2.4.1 Company Shares ..... 4  
    2.4.2 Delivery of Conversion Payment..... 4  
    2.4.3 Adjustment to Conversion Payment at Closing..... 5  
    2.4.4 Final Adjustment to Conversion Payment..... 5  
2.5 Dissenters' Rights ..... 6  
2.6 Escrow..... 7  
2.7 Retention Pool..... 7  
2.8 Assumption of Company Stock Options ..... 8  
2.9 No Further Ownership Rights in Company Securities ..... 8  
2.10 Company Nonqualified Option..... 9  
2.11 Deferred Compensation Plan ..... 9

ARTICLE III  
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Company and Sellers ..... 9  
    3.1.1 Organization, Standing, and Power ..... 9  
    3.1.2 Capital Structure ..... 10  
    3.1.3 Authority ..... 11  
    3.1.4 Compliance with Laws and Other Instruments..... 11  
    3.1.5 Technology and Intellectual Property Rights ..... 12  
    3.1.6 Financial Statements ..... 1  
    3.1.7 Accounts Receivable..... 1  
    3.1.8 Taxes ..... 1  
    3.1.9 Absence of Certain Changes and Events .....  
    3.1.10 Leases in Effect.....  
    3.1.11 Personal Property.....  
    3.1.12 Certain Transactions .....  
    3.1.13 Litigation and Other Proceedings .....  
    3.1.14 No Defaults .....

|        |   |    |
|--------|---|----|
| 3.1.15 | Inventory .....   | 19 |
| 3.1.16 | Major Contracts .....                                     | 19 |
| 3.1.17 | Material Relations .....                                  | 20 |
| 3.1.18 | Insurance and Banking Facilities .....                    | 21 |
| 3.1.19 | Employees .....   | 21 |
| 3.1.20 | Employee Benefit Plans .....                              | 21 |
| 3.1.21 | Certain Agreements .....                                  | 23 |
| 3.1.22 | Guarantees and Suretyships .....                          | 23 |
| 3.1.23 | Brokers and Finders .....                                 | 23 |
| 3.1.24 | Certain Payments .....                                    | 23 |
| 3.1.25 | Environmental Matters .....                               | 23 |
| 3.1.26 | Hart-Scott-Rodino .....                                   | 24 |
| 3.1.27 | Disclosure .....  | 24 |
| 3.1.28 | Reliance .....  | 24 |
| 3.2    | Representations and Warranties of Microsoft and Sub ..... | 25 |
| 3.2.1  | Organization; Standing and Power .....                    | 25 |
| 3.2.2  | Authority .....   | 25 |
| 3.2.3  | Compliance with Laws and Other Instruments .....          | 25 |
| 3.2.4  | Disclosure .....  | 26 |
| 3.2.5  | Reliance .....  | 26 |
| 3.2.6  | Broker's Fees .....                                       | 26 |
| 3.2.7  | Santa Barbara Location .....                              | 26 |

**ARTICLE IV  
COVENANTS OF COMPANY**

|       |  |    |
|-------|--|----|
| 4.1   | Conduct of Business .....                              | 26 |
| 4.1.1 | Ordinary Course .....                                  | 26 |
| 4.1.2 | Dividends, Issuance of, or Changes in Securities ..... | 27 |
| 4.1.3 | Governing Documents .....                              | 27 |
| 4.1.4 | No Acquisitions .....                                  | 27 |
| 4.1.5 | No Dispositions .....                                  | 28 |
| 4.1.6 | Indebtedness .....                                     | 28 |
| 4.1.7 | Compensation .....                                     | 28 |
| 4.1.8 | Claims .....   | 28 |
| 4.2   | Access to Properties and Records .....                 | 28 |
| 4.3   | Breach of Representations and Warranties .....         | 28 |
| 4.4   | Consents .....   | 29 |
| 4.5   | Tax Returns .....                                      | 29 |
| 4.6   | Shareholder Approval .....                             | 29 |
| 4.7   | Exclusivity; Acquisition Proposals .....               | 29 |
| 4.8   | Notice of Events .....                                 | 30 |
| 4.9   | Best Efforts .....                                     | 30 |

ARTICLE V  
COVENANTS OF MICROSOFT

|     |  |    |
|-----|--|----|
| 5.1 | Breach of Representations and Warranties ..... | 30 |
| 5.2 | Consents .....                                 | 30 |
| 5.3 | Best Efforts .....                             | 30 |
| 5.4 | Nonsolicitation .....                          | 30 |
| 5.5 | Nokia Agreement .....                          | 31 |

ARTICLE VI  
ADDITIONAL AGREEMENTS

|     |                                      |    |
|-----|--------------------------------------|----|
| 6.1 | Legal Conditions to the Merger ..... | 31 |
| 6.2 | Employee Benefits .....              | 31 |
| 6.3 | Expenses .....                       | 32 |
| 6.4 | Additional Agreements .....          | 32 |
| 6.5 | Public Announcements .....           | 32 |

ARTICLE VII  
CONDITIONS PRECEDENT

|        |   |    |
|--------|---|----|
| 7.1    | Conditions to Each Party's Obligation to Effect the Merger .....                  | 32 |
| 7.1.1  | Governmental Approvals .....  | 32 |
| 7.1.2  | No Restraints .....   | 32 |
| 7.2    | Conditions of Obligations of Microsoft and Sub .....                              | 33 |
| 7.2.1  | Representations and Warranties of Company and the Principal<br>Shareholders ..... | 33 |
| 7.2.2  | Approval by Sellers .....   | 33 |
| 7.2.3  | Performance of Obligations of Company and the Sellers .....                       | 33 |
| 7.2.4  | Options .....   | 33 |
| 7.2.5  | Employment Agreements .....   | 33 |
| 7.2.6  | Noncompetition Agreements .....   | 34 |
| 7.2.7  | Legal Action .....  | 34 |
| 7.2.8  | Opinion of Counsel .....  | 34 |
| 7.2.9  | Employees .....   | 34 |
| 7.2.10 | Consents .....  | 34 |
| 7.2.11 | Assignments of Personal Rights to Company Intellectual Property .....             | 35 |
| 7.2.12 | No Casualty .....   | 35 |
| 7.2.13 | Company Closing Balance Sheet .....   | 35 |
| 7.2.14 | Source Code .....   | 35 |
| 7.2.15 | UCSB Waiver .....   | 35 |
| 7.2.16 | No Right of Rescission .....  | 35 |
| 7.2.17 | UCSB Waiver .....   | 35 |
| 7.2.18 | Waiver of Claims .....  | 35 |
| 7.2.19 | Option Holder .....   | 35 |

|        |  |    |
|--------|--|----|
| 7.2.20 | Resignation .....  | 35 |
| 7.3    | Conditions of Obligation of Company.....                 | 36 |
| 7.3.1  | Representations and Warranties of Microsoft and Sub..... | 36 |
| 7.3.2  | Performance of Obligations of Microsoft and Sub .....    | 36 |
| 7.3.3  | Opinion of Microsoft's Counsel .....                     | 36 |

ARTICLE VIII  
INDEMNIFICATION

|     |  |    |
|-----|--|----|
| 8.1 | Indemnification Relating to Agreement..... | 36 |
| 8.2 | Third Party Claims .....                   | 37 |
| 8.3 | Tax Contests.....                          | 37 |
| 8.4 | Limitations .....                          | 37 |
| 8.5 | Binding Effect.....                        | 38 |
| 8.6 | Time Limit .....                           | 38 |
| 8.7 | Contribution .....                         | 38 |

ARTICLE IX  
TERMINATION

|     |                               |    |
|-----|-------------------------------|----|
| 9.1 | Mutual Agreement .....        | 39 |
| 9.2 | Termination by Microsoft..... | 39 |
| 9.3 | Termination by Company .....  | 39 |
| 9.4 | Outside Date.....             | 39 |
| 9.5 | Effect of Termination.....    | 39 |

ARTICLE X  
MISCELLANEOUS

|       |  |    |
|-------|--|----|
| 10.1  | Tax Returns.....                       | 39 |
| 10.2  | Transfer Taxes.....                    | 40 |
| 10.3  | Entire Agreement .....                 | 40 |
| 10.4  | Governing Law .....                    | 40 |
| 10.5  | Notices .....                          | 40 |
| 10.6  | Severability .....                     | 41 |
| 10.7  | Assignment .....                       | 41 |
| 10.8  | Counterparts.....                      | 42 |
| 10.9  | Amendment.....                         | 42 |
| 10.10 | Extension, Waiver.....                 | 42 |
| 10.11 | Interpretation.....                    | 42 |
| 10.12 | Confidentiality .....                  | 42 |
| 10.13 | Arbitration.....                       | 42 |
| 10.14 | Prevailing Party Attorneys' Fees ..... | 43 |
| 10.15 | Tax Treatment of Transactions .....    | 43 |

## AGREEMENT AND PLAN OF REORGANIZATION

THIS AGREEMENT AND PLAN OF REORGANIZATION, dated as of March 7, 2000 (this "Agreement"), by and among Microsoft Corporation, a Washington corporation ("Microsoft"), Signal Acquisition Corporation, a wholly owned subsidiary of Microsoft and a California corporation ("Sub"), SignalCom, Inc., a California corporation ("Company"), and Vladimir Cuperman ("Cuperman"), Allen Gersho ("Gersho") (Cuperman and Gersho are referred to individually as a "Principal Shareholder" and together as "Principal Shareholders") and Miron Cuperman, Ada Cuperman, Custodian for Daniel Cuperman under the Uniform Gifts to Minors Act, Brian F. Gersho, Marvin H. Gersho, Morna Gersho, and Leslie Gersho (such individuals being referred to as the "Other Shareholders") (the Principal Shareholders and Other Shareholders collectively are referred to as the "Sellers").

### RECITALS:

**INTENDING TO BE LEGALLY BOUND**, and in consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein, Microsoft, Sub, Company, and the Sellers hereby agree as follows:

## ARTICLE II THE MERGER

2.1 Effective Time of the Merger. Subject to the provisions of this Agreement, Sub will be merged with and into Company (the "Merger"). An Agreement and Plan of Merger, Articles of Merger and any other required documents (collectively the "Merger Documents"), respectively, shall be duly prepared, executed and acknowledged by Company and the Sellers, and thereafter delivered to the Secretaries of State of California and Washington for filing, as provided in the California General Corporation Law (the "CGCL") and the Washington Business Corporation Act (the "WBCA"), as soon as practicable on or after the Closing Date (as defined in Section 2.2). The Merger shall become effective at such time as the Merger Documents have been filed with the Secretaries of State of California and Washington or at such time thereafter as is provided in the Merger Documents (the "Effective Time"). Company and the Sellers acknowledge and agree that Microsoft will have no obligation to make any payment under this Agreement until Microsoft has received written confirmation from both the Secretary of the State of California and the Secretary of the State of Washington of the effectiveness of the Merger.

2.2 Closing. The closing of the Merger (the "Closing") will take place at 10:00 a.m., local time as soon as practicable (but no more than five (5) business days) after satisfaction or waiver of the last to be fulfilled of the conditions set forth in Article VII that by their terms are not to occur at the Closing (the "Closing Date"), at the offices of Preston Gates & Ellis LLP in

Seattle, Washington, unless another time, date, or place is agreed to in writing by the parties hereto. Any party to this Agreement, including such party's representative(s), may participate in the Closing telephonically.

**2.3 Effects of the Merger.** At the Effective Time, (i) Sub shall be merged with and into Company (Company after the Merger is sometimes referred to herein as the "**Surviving Corporation**"), (ii) the Articles of Incorporation of Company shall be amended in the form of the Articles of Incorporation of Sub, (iii) the Bylaws of Sub shall be the Bylaws of the Surviving Corporation until duly amended, (iv) the directors of Sub shall be the directors of the Surviving Corporation, (v) the officers of Sub shall be the officers of the Surviving Corporation, (vi) the issued and outstanding certificates for the capital stock of Sub shall be the issued and outstanding certificates for the capital stock of the Surviving Corporation, and (vii) the Merger shall, from and after the Effective Time, have all the effects provided by applicable law. Microsoft reserves the right to modify which entity shall be the Surviving Corporation, in which event the Merger Documents shall be modified appropriately; provided that, any such modification shall not alter the tax effects to any party of the Merger.

**2.4 Conversion of Company Securities.**

**2.4.1 Company Shares.** Each of the issued and outstanding Company Shares (as defined in Section 3.1.2) shall, as of the Effective Time (other than "**Eligible Dissenting Shares**" as defined in Section 2.5 below), by virtue of the Merger, be converted, without any action on the part of the holders thereof except as provided in Section 2.4.2 as adjusted pursuant to Sections 2.4.3 and 2.4.4, into the right to receive cash in an amount determined by dividing the Conversion Payment by the aggregate number of Company Shares issued and outstanding at the Closing. Such payment shall be payable by Microsoft to the Sellers as provided under Section 2.4.2 below. Section 2.4.1 of the Disclosure Schedule sets forth the Company Shares outstanding as of the date hereof, along with a pro forma calculation of the Conversion Payment, as adjusted, to be made at Closing pursuant to Section 2.4.3.

**2.4.2 Delivery of Conversion Payment.**

(a) On or before the Closing Date, Microsoft shall cause to be deposited with ChaseMellon Shareholder Services, L.L.C. (the "**Paying Agent**") cash in an aggregate amount equal to the Conversion Payment, less the Escrow Amount, as adjusted by the Preliminary Adjustment Amount pursuant to Section 2.4.3 below. Upon or promptly after the Closing Date, each holder of Company Shares shall receive a letter of transmittal substantially in the form of Exhibit 2.4.2 and instructions for its use in effecting the surrender of such securities for payment therefor. Upon surrender of a security holder's Company Shares to the Paying Agent, together with such letter of transmittal duly executed, such Shareholder shall be entitled to receive in exchange therefor (as adjusted pursuant to Sections 2.4.3, 2.4.4 and 2.6), such Shareholder's pro rata portion of such Conversion Payment, which amount shall be paid by the Paying Agent by check or wire transfer, and the surrendered securities shall be canceled. No interest will be paid or accrued on the cash payable upon the surrender of such securities.

(b) If the payment is to be made to an individual, a partnership, a joint venture, a limited liability company, a corporation, a trust, an unincorporated organization or any other entity other than the security holder in whose name a Company Share surrendered is registered, it shall be a condition of payment that (a) the documentation representing such Company Share so surrendered shall be properly endorsed or otherwise in proper form for transfer and (b) the security holder requesting such payment or issuance shall pay any transfer or other taxes required by reason of the payment or issuance to a security holder other than the registered holder of the security surrendered or establish to the satisfaction of the Sub that such tax has been paid or is not applicable. Until surrendered in accordance with the provisions of this Section, each Company Share shall represent the right to receive the amount provided by this Section without any interest thereon.



**2.8 Assumption of Company Stock Options.** At the Effective Time, each of the then outstanding Company Employee Options shall by virtue of the Merger and at the Effective Time, and without any further action by any holder thereof, be replaced by a nonqualified stock option ("**Microsoft Option**") to purchase that number of Microsoft Common Shares determined by multiplying the number of Company Shares subject to such Company Employee Option at the Effective Time by the Exchange Ratio, at an exercise price per share of Microsoft Common Stock equal to the exercise price per share of such Company Employee Option immediately prior to the effective time divided by the Exchange Ratio. Any unvested Company Employee Options held by Company employees who do not continue as Company employees or who do not become employees of Microsoft as of the Effective Time shall be cancelled as of the Effective Time. Each replacement Microsoft Option shall be issued pursuant to the 1991 Plan. The vesting schedule for each holder of Company Employee Options and the exercise price thereof is set forth on Section 2.8 of the Company Disclosure Statement and the form of replacement Microsoft Option is attached as Exhibit 2.8. Each recipient of a replacement Microsoft Option shall be deemed to be an "Optionee" under the 1991 Plan and shall be granted the right to exercise any unexercised replacement Microsoft Options for three (3) months after termination by Company or Microsoft, whichever occurs later, but in no event later than the expiration date of such option which shall be the same date as provided for in the Company Option. Section 2.8 of the Company Disclosure Statement sets out as of the date hereof: (i) the Company Shares, Company Employee Options and all other rights to purchase any securities convertible into Company Shares, (ii) the Number of Company Common Share Equivalents as of such date, and (iii) a pro forma computation of the Per Share Consideration and the Exchange Ratio. Section 2.8 of the Company Disclosure Statement will be updated as of Closing Date using the actual Microsoft Average Closing Price and reflecting any changes in Company Common Share Equivalents.

**2.9 No Further Ownership Rights in Company Securities.** All Microsoft Options issued on or after the Effective Time upon replacement of the Company Employee Options in accordance with the terms hereof shall respectively be deemed to have been delivered in full satisfaction of all rights pertaining to the Company Employee Options. After the Effective Time there shall be no transfers on the stock transfer books of Company of the Company Shares or exercises of the Company Employee Options.

**ARTICLE III**  
**REPRESENTATIONS AND WARRANTIES**

**3.1 Representations and Warranties of Company and Sellers.** Except as disclosed in a document referring specifically to the representations and warranties in this Agreement which identifies by section number the section and subsection to which such disclosure relates and is delivered by Company to Microsoft and Sub prior to or simultaneous with the execution of this Agreement (the "**Company Disclosure Schedule**"), Company and the Principal Shareholders, jointly and severally, represent and warrant to Microsoft and Sub as follows:

**3.1.1 Organization, Standing, and Power.** Company is a corporation duly organized, validly existing, and in good standing under the laws of California, has all requisite power and authority to own, lease, and operate its properties and to carry on its businesses as now being conducted, and is duly qualified and in good standing to do business in each jurisdiction in which a failure to so qualify would have a material adverse effect on the Business Condition (as hereinafter defined) of Company. As used in this Agreement, "**Business Condition**" with respect to any entity shall mean the business, financial condition, results of operations, assets, or prospects (as defined below) (without giving effect to the consequences of the transactions contemplated by this Agreement, and other than conditions resulting from changes affecting the economy as a whole or changes generally affecting the computer or software industries) of such entity or entities including Subsidiaries taken as a whole. In this Agreement, a "**Subsidiary**" of any corporation or other entity means a corporation, partnership, limited liability company, or other entity of which such corporation or entity directly or indirectly owns or controls voting securities or other interests that are sufficient to elect a majority of the Board of Directors or other managers of such corporation, partnership, limited liability company or other entity and "**prospects**" shall mean events, conditions, facts, or developments that are known to Company and that in the reasonable course of events are expected to have a material effect on future operations of the business as presently conducted by Company. References to Company shall include all Subsidiaries of Company unless the context specifically indicates otherwise. All Subsidiaries of Company are listed on the Company Disclosure Schedule. Company has delivered to Microsoft complete and correct copies of the articles, certificate, bylaws, and/or other primary charter and organizational documents ("**Charter Documents**") of Company, in each case, as amended to the date hereof. The minute books and stock records of Company, complete and correct copies of which have been delivered to Microsoft, contain correct and complete records of all material proceedings and actions taken at all meetings of, or effected by written consent of, the Sellers of Company and its Board of

Directors, and all original issuances and subsequent transfers, repurchases, and cancellations of Company's capital stock. The Company Disclosure Schedule contains a complete and correct list of the officers and directors of Company.

### 3.1.2 Capital Structure.

(a) The authorized capital stock of Company (the "Company Shares") consists of 6,000,000 Company Shares of Common Stock, without par value, of which 2,200,000 shares are issued and outstanding. There are no shares of preferred stock. The Sellers own 100% of the Outstanding Company Shares free of any liens or encumbrances. The options to purchase Company Shares are fully described on Section 2.8 of the Company Disclosure Statement. All Company Shares and other securities outstanding, if any, as of the date of this Agreement are set forth on Section 2.8 of the Company Disclosure Statement, and no Company Common Share Equivalents are held by Company in its treasury other than those disclosed on Section 2.8 of the Company Disclosure Schedule.

(b) All outstanding Company Shares are validly issued, fully paid, nonassessable and not subject to any preemptive rights, or to any agreement to which Company is a party or by which Company may be bound. Except as described on Section 2.8 of the Company Disclosure Statement, there are not any options, warrants, calls, conversion rights, commitments, agreements, contracts, understandings, restrictions, arrangements or rights of any character to which Company is a party or by which Company may be bound obligating Company to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of the capital stock of Company, or obligating Company to grant, extend, or enter into any such option, warrant, call, conversion right, conversion payment, commitment, agreement, contract, understanding, restriction, arrangement or right. Company does not have outstanding any bonds, debentures, notes, or other indebtedness the holders of which (i) have the right to vote (or convertible or exercisable into securities having the right to vote) with holders of Company Shares on any matter ("Company Voting Debt") or (ii) are or will become entitled to receive any payment as a result of the execution of this Agreement or the completion of the transactions contemplated hereby.

3.1.3 Authority. The execution, delivery, and performance of this Agreement and all other agreements contemplated hereby by Company have been duly authorized by all necessary action of the Board of Directors of Company and the Sellers. Certified copies of the resolutions adopted by the Board of Directors of Company and the Sellers approving this Agreement, all other agreements contemplated hereby and the Merger have been provided to Microsoft. Each of Company and the Sellers has duly and validly executed and delivered this Agreement and all other agreements contemplated hereby, and this Agreement constitutes a valid, binding, and enforceable obligation of each of the Sellers and Company in accordance with its terms.

3.1.4 Compliance with Laws and Other Instruments. Company holds, and at all times has held, all licenses, permits, and authorizations from all Governmental Entities, (as defined below) necessary for the lawful conduct of its business pursuant to all applicable statutes,

laws, ordinances, rules, and regulations of all such authorities having jurisdiction over it or any part of its operations, excepting, however, when such failure to hold would not have a material adverse effect on Company's Business Condition. There are no material violations or claimed material violations known by Company or the Sellers of any such license, permit, or authorization or any such statute, law, ordinance, rule or regulation. Neither the execution and delivery of this Agreement and all other agreements contemplated hereby by Company and the Sellers nor the performance by Company and the Sellers of their obligations under this Agreement and all other agreements contemplated hereby will, in any material respect, violate any provision of laws or will conflict with, result in the material breach of any of the terms or conditions of, constitute a material breach of any of the terms or conditions of, constitute a material default under, permit any party to accelerate any right under, renegotiate, or terminate, require consent, approval, or waiver by any party under, or result in the creation of any lien, charge, encumbrance, or restriction upon any of the properties or assets of Company, or Company Shares pursuant to, any of the Charter Documents or any agreement (including government contracts), indenture, mortgage, franchise, license, permit, lease, or other instrument of any kind to which Company is a party or by which Company or any of its assets is bound or affected. No consent, approval, order, or authorization of or registration, declaration, or filing with or exemption (collectively "**Consents**") by, any court, administrative agency or commission or other governmental authority or instrumentality, whether domestic or foreign (each a "**Governmental Entity**") is required by or with respect to Company in connection with the execution and delivery of this Agreement and all other agreements contemplated hereby by Company or the consummation by Company of the transactions contemplated hereby, except for the (i) filing of the appropriate Merger Documents with the Secretary of State of California and Washington, and (ii) such other Consents, which if not obtained or made would not have a material adverse effect on Company's Business Condition or the anticipated benefits of the Merger.

### **3.1.5 Technology and Intellectual Property Rights.**

(a) The "**Company Intellectual Property**" consists of the following:

(i) all patents, trademarks, trade names, service marks, trade dress, copyrights and any renewal rights therefor, mask works, net lists, schematics, technology, manufacturing processes, supplier lists, trade secrets, know-how, moral rights, computer software programs or applications (in both source and object code form), applications and registrations for any of the foregoing;

(ii) all goodwill associated with trademarks, trade names service marks and trade dress;

(iii) all software and firmware listings, and updated software source code, and complete system build software and instructions related to all software described herein;

(iv) all documents, records and files relating to design, end user documentation, manufacturing, quality control, sales, marketing or customer support for all intellectual property described herein;

(v) all other tangible or intangible proprietary information and materials; and

(vi) all license and other rights in any third party product, intellectual property, proprietary or personal rights, documentation, or tangible or intangible property, including without limitation the types of intellectual property and tangible and intangible proprietary information described in (i) through (v) above;

that are owned or held by or on behalf of Company or that are being, and/or have been, used, or are currently under development for use, in the business of Company as it has been, is currently or is currently anticipated to be (up to the Closing), conducted.

(b) Section 3.1.5 of the Company Disclosure Schedule lists: (i) all patents, copyrights, mask works, trademarks, service marks, trade dress, any renewal rights for any of the foregoing, and any applications and registrations for any of the foregoing, that are included in the Company Intellectual Property and owned by or on behalf of Company; (ii) all hardware products and tools, software products and tools, and services that are currently published, offered, or under development by Company; (iii) all licenses, sublicenses and other agreements to which Company is a party and pursuant to which Company or any other person is authorized to have access to or use the Company Intellectual Property or exercise any other right with regard thereto (including without limitation rights to use or display Company "brand features"); and (iv) any obligations of exclusivity, noncompetition, or first negotiation to which Company is subject under any agreement that does not fall within the ambit of (iii) above. The disclosures described in (iii) and (iv) hereof include the names and dates of the relevant agreements, as well as the identities of the parties thereto.

(c) The Company Intellectual Property consists solely of items and rights that are either: (i) owned by Company, (ii) in the public domain, or (iii) rightfully used and authorized for use by Company and its successors pursuant to a valid license or other agreement. All Company Intellectual Property which consists of license or other rights to third party property also is set forth in the Company Disclosure Schedule. Company has all rights in the Company Intellectual Property reasonably necessary to carry out Company's current, former, and anticipated future (up to the Closing) activities, including without limitation rights to make, use, exclude others from using, reproduce, modify, adapt, create derivative works based on, translate, distribute (directly and indirectly), transmit, display and perform publicly, license, rent, lease, assign, and sell the Company Intellectual Property in all geographic locations and fields of use, and to sublicense any or all such rights to third parties, including the right to grant further sublicenses. All software and firmware listings are adequately commented in accordance with current software industry standards. The foregoing representations and warranties in this subsection (c) with respect to patent and trademarks only are given to the Knowledge of the Principal Shareholders.

(d) Company is not, nor as a result of the execution or delivery of this Agreement, or performance of Company's obligations hereunder, will Company be, in violation of any license, sublicense or other agreement to which Company is a party or otherwise bound. Except as specifically described in the Company Disclosure Schedule, Company is not obligated to provide any consideration (whether financial or otherwise) to any third party, nor is any third party otherwise entitled to any consideration, with respect to any exercise of rights by Company or its licensees or Microsoft or its licensees in the Company Intellectual Property.

(e) To the Knowledge of the Principal Shareholders, the use, reproduction, modification, distribution, licensing, sublicensing, sale, or any other exercise of rights in any product, work, technology, service or process as used, provided or offered at any time, or as proposed by Company for use, reproduction, modification, distribution, licensing, sublicensing, sale or any other authorized exercise of rights, by Company or its licensees does not infringe any copyright, patent, trade secret, trademark, service mark, trade name, firm name, logo, trade dress, mask work, moral right, other intellectual property right, right of privacy or right in personal data of any person. No claims (i) challenging the validity, effectiveness, or ownership by Company of any of the Company Intellectual Property, or (ii) to the effect that the use, reproduction, modification, manufacturing, distribution, licensing, sublicensing, sale or any other exercise of rights in any product, work, technology, service or process as used, provided or offered at any time, or as proposed by Company for use, reproduction, modification, distribution, licensing, sublicensing, sale or any other authorized exercise of rights, by Company or its licensees infringes or will infringe on any intellectual property or other proprietary or personal right of any person have been asserted or, to the Knowledge of Company, are threatened by any person nor are there any valid grounds for any bona fide claim of any such kind. All granted or issued patents and mask works and all registered trademarks listed on the Company Disclosure Schedule and all copyright registrations held by Company are valid, enforceable and subsisting. To the Knowledge of Company, there is no unauthorized use, infringement or misappropriation of any of the Company Intellectual Property by any third party, employee or former employee.

(f) No parties other than Company possess any current or contingent rights to any source code that is part of the Company Intellectual Property.

(g) Section 3.1.5 of the Company Disclosure Schedule lists all parties who have created any material portion of, or otherwise have any rights in or to, the Company Intellectual Property other than employees of Company whose work product was created by them entirely within the scope of their employment by Company and constitutes works made for hire owned by Company. Company has secured from all parties who have created any material portion of, or otherwise have any rights in or to, the Company Intellectual Property valid and enforceable written assignments or licenses of any such work or other rights to Company and has provided true and complete copies of such assignments or licenses to Microsoft.

(h) Section 3.1.5 of the Company Disclosure Schedule includes a true and complete list of support and maintenance agreements relating to Company Intellectual Property including the identity of the parties and the respective dates of such agreements.

**3.2 Representations and Warranties of Microsoft and Sub.** Except as disclosed in a document referring specifically to the representations and warranties in this Agreement which identifies by section number the section and subsection to which such disclosure relates and is delivered by Microsoft to Company prior to the execution of this Agreement (the "Microsoft Disclosure Schedule"), Microsoft and Sub represent and warrant to Company as follows:

**3.2.1 Organization, Standing and Power.** Each of Microsoft and Sub is a corporation duly organized, validly existing under the laws of their respective incorporating state, has all requisite power and authority to own, lease and operate its properties and to carry on its businesses as now being conducted, and is duly qualified and in good standing to do business in each jurisdiction in which a failure to so qualify would have a material adverse effect on the Business Condition of Microsoft.

**3.2.2 Authority.** The execution, delivery, and performance of this Agreement and all other agreements contemplated hereby by Microsoft and Sub have been duly authorized by all necessary corporate action of Microsoft and Sub, as the case may be. Each of Microsoft and Sub has duly and validly executed and delivered this Agreement and all other agreements contemplated hereby, and this Agreement and all other agreements contemplated hereby constitute valid, binding, and enforceable obligations of each of Microsoft and Sub in accordance with the terms of such agreements.

**3.2.3 Compliance with Laws and Other Instruments.** Neither the execution and delivery of this Agreement and all other agreements contemplated hereby by Microsoft or Sub nor the performance by Microsoft or Sub of its obligations under this Agreement and all other agreements contemplated hereby will violate any provision of law or will conflict with, result in the breach of any of the terms and conditions of, constitute a default under, permit any party to accelerate any right under, renegotiate or terminate, require consent, approval, or waiver by any party under, or result in the creation of any lien, charge, or encumbrance upon any of the properties, assets, or shares of capital stock of Microsoft pursuant to any charter document of Microsoft or Sub or any agreement, indenture, mortgage, franchise, license, permit, lease, or other instrument of any kind to which Microsoft is a party or by which Microsoft or any of its assets are bound or affected. No Consent is required by or with respect to Microsoft or Sub in connection with the execution and delivery of this Agreement and all other agreements contemplated hereby by Microsoft or Sub or the consummation by Microsoft or Sub of the transactions contemplated hereby or thereby, except for the (i) filing of the appropriate Merger Documents with the Secretary of States of California and Washington, and (ii) such other

consents, authorizations, filings, approvals and registrations which if not obtained or made would not have a material adverse effect on Microsoft's Business Condition.



**4.6 Shareholder Approval.** Each of the Sellers agrees to vote all of such Seller's Company Shares for the approval of this Agreement and the appropriate Merger Documents as required by the CGCL by written consent solicited by Company for such purpose.

**ARTICLE VII**  
**CONDITIONS PRECEDENT**

**7.1 Conditions to Each Party's Obligation to Effect the Merger.** The respective obligations of each of the parties to effect the Merger shall be subject to the satisfaction prior to the Closing Date of the following conditions:

**7.1.1 Governmental Approvals.** Other than the filing of the Merger Documents with the Secretaries of State of California and Washington, all Consents legally required for the consummation of the Merger and the transactions contemplated by this Agreement shall have been filed, occurred, or been obtained, other than such Consents, for which the failure to obtain would not have a material adverse effect on the consummation of the Merger or the other transactions contemplated hereby or on the business condition of Microsoft or Company.

**7.1.2 No Restraints.** No statute, rule, regulation, executive order, decree, or injunction shall have been enacted, entered, promulgated or enforced by any United States court or Governmental Entity of competent jurisdiction which enjoins or prohibits the consummation of the Merger.

**7.2 Conditions of Obligations of Microsoft and Sub.** The obligations of Microsoft and Sub to effect the Merger are subject to the satisfaction of the following conditions unless waived by Microsoft and Sub:

**7.2.1 Representations and Warranties of Company and the Principal Shareholders.** The representations and warranties of Company and the Sellers set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date, except as otherwise contemplated by this Agreement. Microsoft shall have received a certificate signed by each of

Vladimir Cuperman and Allen Gersho, individually as Sellers and Principal Shareholders and as officers of Company to such effect on the Closing Date.

**7.2.2 Approval by Sellers.** Sellers of Company representing not less than 90% of the outstanding Company Shares have approved this Agreement and the Merger and agreed to take all other actions necessary or required to consummate the transactions contemplated hereby. Sellers have approved the Deferred Compensation Plan by a vote meeting the requirements of Section 280G(b)(5)(B) of the Code such that the Deferred Compensation Plan and payments thereunder will not be characterized as "excess parachute payments" under Section 280G of the Code.

**7.2.3 Performance of Obligations of Company and the Sellers.** Company and the Sellers shall have performed in all material respects all agreements and covenants required to be performed by them under this Agreement prior to the Closing Date, and Microsoft shall have received a certificate signed by each of Vladimir Cuperman and Allen Gersho, individually as Sellers and as officers of Company to such effect on the Closing Date.

**7.2.16 No Right of Rescission.** No Seller shall have a right to rescind the obligation of such Seller pursuant to this Agreement or the Merger.

**7.2.17 Waiver of Right of First Refusal and Pre-emptive Rights.** Each of Sellers shall have waived any right of first refusal or pre-emptive rights with respect to shares of Company.

SIGNATURE PAGE - AGREEMENT AND PLAN OF REORGANIZATION

IN WITNESS WHEREOF, Microsoft, Sub and Company have executed this Agreement as of the date first written above.

MICROSOFT CORPORATION

SIGNALCOM, INC.

By Sam E. Allen

By \_\_\_\_\_

SIGNAL ACQUISITION CORPORATION

By [Signature]

SELLERS:

\_\_\_\_\_  
VLADIMIR CUPERMAN

\_\_\_\_\_  
ALLEN GERSHO

\_\_\_\_\_  
MIRON CUPERMAN

\_\_\_\_\_  
ADA CUPERMAN, AS CUSTODIAN FOR DANIEL CUPERMAN UNDER THE UNIFORM GIFTS TO MINORS ACT

\_\_\_\_\_  
MARVIN H. GERSHO

\_\_\_\_\_  
BRIAN F. GERSHO

\_\_\_\_\_  
MARVIN H. GERSHO

\_\_\_\_\_  
BRIAN F. GERSHO

\_\_\_\_\_  
LESLIE GERSHO

\_\_\_\_\_  
MORNA GERSHO

**SIGNATURE PAGE - AGREEMENT AND PLAN OF REORGANIZATION**

IN WITNESS WHEREOF, Microsoft, Sub and Company have executed this Agreement as of the date first written above.

**MICROSOFT CORPORATION**

**SIGNALCOM, INC.**

By \_\_\_\_\_

By *Allen Gersho*

**SIGNAL ACQUISITION CORPORATION**

By \_\_\_\_\_

**SELLERS:**

\_\_\_\_\_  
**VLADIMIR CUPERMAN**

*Allen Gersho*  
**ALLEN GERSHO**

\_\_\_\_\_  
**MIRON CUPERMAN**

\_\_\_\_\_  
**ADA CUPERMAN, AS CUSTODIAN FOR DANIEL CUPERMAN UNDER THE UNIFORM GIFTS TO MINORS ACT**

\_\_\_\_\_  
**MARVIN H. GERSHO**

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**BRIAN F. GERSHO**

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**MARVIN H. GERSHO**

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**BRIAN F. GERSHO**

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**LESLIE GERSHO**

\_\_\_\_\_  
**MORNA GERSHO**

**SIGNATURE PAGE - AGREEMENT AND PLAN OF REORGANIZATION**

IN WITNESS WHEREOF, Microsoft, Sub and Company have executed this Agreement as of the date first written above.

**MICROSOFT CORPORATION**

**SIGNALCOM, INC.**

By \_\_\_\_\_

By \_\_\_\_\_

**SIGNAL ACQUISITION CORPORATION**


By \_\_\_\_\_

**SELLERS:**

  
\_\_\_\_\_  
**VLADIMIR CUPERMAN**

\_\_\_\_\_  
**ALLEN GERSHO**

\_\_\_\_\_  
**MIRON CUPERMAN**

  
\_\_\_\_\_  
**ADA CUPERMAN, AS CUSTODIAN FOR DANIEL CUPERMAN UNDER THE UNIFORM GIFTS TO MINORS ACT**

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**MARVIN H. GERSHO**

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**BRIAN F. GERSHO**

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**MARVIN H. GERSHO**

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**BRIAN F. GERSHO**

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**LESLIE GERSHO**

\_\_\_\_\_  
**MORNA GERSHO**

**SIGNATURE PAGE - AGREEMENT AND PLAN OF REORGANIZATION**

**IN WITNESS WHEREOF, Microsoft, Sub and Company have executed this Agreement as of the date first written above.**

.....

By \_\_\_\_\_

By \_\_\_\_\_

**SIGNAL ACQUISITION CORPORATION**

By \_\_\_\_\_

**SELLERS:**

\_\_\_\_\_  
**VLADIMIR CUPERMAN**

\_\_\_\_\_  
**ALLEN GERSHO**

*[Signature]*  
\_\_\_\_\_  
**MIRON CUPERMAN**

\_\_\_\_\_  
**ADA CUPERMAN, AS CUSTODIAN FOR DANIEL CUPERMAN UNDER THE UNIFORM GIFTS TO MINORS ACT**

\_\_\_\_\_  
**MARVIN H. GERSHO**

\_\_\_\_\_  
**BRIAN F. GERSHO**

\_\_\_\_\_  
**LESLIE GERSHO**

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**MORNA GERSHO**



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**SIGNATURE PAGE - AGREEMENT AND PLAN OF REORGANIZATION**

IN WITNESS WHEREOF, Microsoft, Sub and Company have executed this Agreement as of the date first written above.

**MICROSOFT CORPORATION**

**SIGNALCOM, INC.**

By \_\_\_\_\_

By \_\_\_\_\_

**SIGNAL ACQUISITION CORPORATION**

By \_\_\_\_\_

**SELLERS:**

\_\_\_\_\_  
**VLADIMIR CUPERMAN**

\_\_\_\_\_  
**ALLEN GERSHO**

\_\_\_\_\_  
**NIRON CUPERMAN**

\_\_\_\_\_  
**ADA CUPERMAN, AS CUSTODIAN FOR DANIEL CUPERMAN UNDER THE UNIFORM GIFTS TO MINORS ACT**

*Marvin H. Gersho*  
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**MARVIN H. GERSHO**

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**BRIAN F. GERSHO**

*Marvin H. Gersho*  
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**MARVIN H. GERSHO**

\_\_\_\_\_  
**BRIAN F. GERSHO**

*Leslie Gersho*  
\_\_\_\_\_  
**LESLIE GERSHO**

\_\_\_\_\_  
**MORNA GERSHO**

**SIGNATURE PAGE - AGREEMENT AND PLAN OF REORGANIZATION**

**IN WITNESS WHEREOF.** Microsoft, Sub and Company have executed this Agreement as of the date first written above.

**MICROSOFT CORPORATION**

**SIGNALCOM, INC.**

By \_\_\_\_\_

By \_\_\_\_\_

**SIGNAL ACQUISITION CORPORATION**

By \_\_\_\_\_

**SELLERS:**

\_\_\_\_\_  
**VLADIMIR CUPERMAN**

\_\_\_\_\_  
**ALLEN GERSHO**

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**NERON CUPERMAN**

\_\_\_\_\_  
**ADA CUPERMAN, AS CUSTODIAN FOR DANIEL CUPERMAN UNDER THE UNIFORM GIFTS TO MINORS ACT**

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**MARVIN H. GERSHO**

*Brian F. Gersho*  
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**BRIAN F. GERSHO**

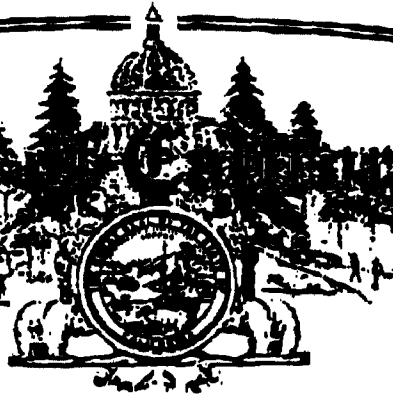
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**MARVIN H. GERSHO**

*Brian F. Gersho*  
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**BRIAN F. GERSHO**

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**LESLIE GERSHO**

*Morna Gersho*  
\_\_\_\_\_  
**MORNA GERSHO**

# State of California



## SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 13 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

APR 17 2000



*Bill Jones*

Secretary of State