Image Sub Limited

公開收購安恩科技股份有限公司普通股

公開收購說明書書內容修正對照表

項目	頁次	修正前	修正後
公開收購說明書	首頁	**應賣人應詳閱本公開收購說明書之內容並注意應賣之風險事項(詳閱第 7 頁)。**	**應賣人應詳閱本公開收購說明書之內容並注意應賣之風險事項(詳閱第 8 頁)。**
	第五、六頁	於依據合併合約之約定，完成合併後，被收購公司將為存續公司，且被收購公司之部分資金將用於償還美商艾科嘉貸與被收購公司之公司內部貸款（如有），及/或以分派股利或其他方式分派予美商艾科嘉。美商艾科嘉則將利用該等資金償還其自身為籌措本公開收購、合併或其他相關交易所需部分資金而負擔之債務。	於依據合併合約之約定，完成合併後，被收購公司將為存續公司，且合併後存續公司之部分資金將用於償還美商艾科嘉貸與合併後存續公司之公司內部貸款，及/或以分派股利或其他方式分派予美商艾科嘉。美商艾科嘉則將利用該等資金償還其自身為籌措本公開收購、合併或其他相關交易所需部分資金而負擔之債務。 公開收購人用於本次公開收購之價金，主要係來自於母公司美商艾科嘉之現金及約當現金，美商艾科嘉將依相關法令規定提供資金予公開收購人；另部分來自於 Stifel Financial Corporation 之融資資金。待公開收購人與被收購公司完成合併後，合併後存續公司將成為美商艾科嘉百分之百持有之子公司，並自台灣證券交易所下市，美商艾科嘉將視雙方之財務狀況依法合理妥善運用合併後存續公司資金。倘合併後存續公司依法償還美商艾科嘉之內部借款或發放股息股利，美商艾科嘉將依上述融資約定，將取得之款項作為清償融資之用。 被收購公司帳上現金及約當現金計有新台幣 38.47 億(依其 2013/12/31 合併資產負債表所示)，而本公開收購案暨後續合併案所需融資金額僅約新台幣 27.27 億元。美商艾科嘉將以其以及其在美國各子公司之主要資產作為融資擔保品；另

			在法令許可之範圍內，始將取得之被收購公司至多 65%具表決權之股份作為融資擔保品。被收購公司帳上現金及約當現金遠高於融資金額，且被收購公司僅至多 65%具表決權之股份將被作為融資擔保品。縱將被收購公司之股份設定質權，被收購公司之資產亦不會設定擔保（主要之融資擔保物與被收購公司無關），因此，將被收購公司股分質押並不會對被收購公司之財務及業務狀況有重大不利之影響。
	第二十三頁	其他未應賣股東應納稅賦之說明，詳細請參上述稅負影響差異分析(詳本公開收購說明書第 9 頁)。	其他未應賣股東應納稅賦之說明，詳細請參上述稅負影響差異分析(詳本公開收購說明書第 10 頁)。

公開收購說明書

一、公開收購人名稱：Image Sub Limited（為英屬開曼群島之豁免公司）
負責人： 陳建良

二、被收購公司名稱：安恩科技股份有限公司（Integrated Memory Logic Limited；股票代號：3638）（下稱「**被收購公司**」）

三、收購有價證券種類：被收購公司普通股。應賣人應對提出應賣之股份有所有權，且提出應賣之股份應無質權、未遭假扣押、假處分等保全程序，且無其他轉讓之限制。如於應賣後股份遭假扣押、假處分等保全程序或強制執行程序，或出現其他轉讓之限制，縱使該等股份已撥入受委任機構公開收購專戶，將視為自始未提出應賣而不計入已參與應賣之股份數量；融資買進之股份須於還款後方得應賣，否則不予受理。本次公開收購受理已集保交存股票之應賣，但不受理實體股票之應賣；應賣人如係持有實體股票，請攜帶實體股票、留存印鑑至其往來證券商處辦理存入各應賣人集中保管劃撥帳戶後，再行辦理應賣手續。

四、收購有價證券數量：總計 77,782,705 股（下稱「**預定收購數量**」，即以民國 103 年 4 月 26 日臺灣證券交易所網站所示被收購公司全部已發行普通股 74,234,422 股（下稱「**被收購公司已發行股份總數**」），加上全部尚未行使之員工認股權憑證而得增加發行之普通股 3,548,283 股，合計共 77,782,705 股）；惟若最終有效應賣之數量未達預定收購數量，但已達 51,964,096 股（不少於被收購公司已發行股份總數之 70%，下稱「**最低收購數量**」）時，則公開收購數量條件即告成就，在公開收購之其他條件均成就（包括但不限於本次公開收購應經相關主管機關之同意、核准、命令、授權或許可或須向主管機關申報生效）後，公開收購人應收購所有應賣之有價證券。

五、收購對價：以現金為對價，每股新台幣 91 元整。應賣人應自行負擔證券交易稅（公開收購人將代為辦理證券交易稅之繳納）、臺灣集中保管結算所及證券經紀商手續費、銀行匯款費用或掛號郵寄支票之郵資及其他支付收購對價所必要之合理費用；倘有此類額外費用，公開收購人將依法申報公告。公開收購人支付收購對價時，將扣除應賣人依法應負擔之證券交易稅、臺灣集中保管結算所及證券經紀商手續費、銀行匯款費用或掛號郵寄支票之郵資及其他支付收購對價所必要之合理費用，並計算至「元」為止（不足一元之部分捨棄）。

六、收購有價證券期間：自民國 103 年 4 月 28 日（下稱「**收購期間開始日**」）起至民國 103 年 5 月 29 日（下稱「**收購期間屆滿日**」）止。接受申請應賣時間為收購有價證券期間每個營業日上午 9 時 00 分至下午 3 時 30 分（台灣時間），惟收購期間開始日當日為下午 12 時 00 分至下午 3 時 30 分。此外，公開收購人得向金融監督管理委員會（下稱「金管會」）申報並公告延長收購期間。

七、本公開收購說明書之內容如有虛偽或隱匿之情事者，應由公開收購人與其他曾在公開收購說明書上簽名或蓋章者依法負責。

八、應賣人應詳閱本公開收購說明書之內容並注意應賣之風險事項(詳閱第 8 頁)。

九、查詢本公開收購說明書之網址：http://mops.twse.com.tw/index.htm（公開資訊觀測站）

中華民國 103 年 4 月 28 日　刊印
中華民國 103 年 5 月 5 日　修訂

股東應賣注意事項

一、公開收購期間：自民國 103 年 4 月 28 日（下稱「**收購期間開始日**」）起至民國 103 年 5 月 29 日（下稱「**收購期間屆滿日**」）止；接受申請應賣時間為公開收購期間每個營業日上午 9 時 00 分至下午 3 時 30 分（台灣時間），惟收購期間開始日當日為下午 12 時 00 分至下午 3 時 30 分。此外，公開收購人得向金管會申報並公告延長收購期間。

二、收購對價：以現金為對價，每股新台幣 91 元整。應賣人應自行負擔證券交易稅（公開收購人將代為辦理證券交易稅之繳納）、臺灣集中保管結算所及證券經紀商手續費、銀行匯款費用或掛號郵寄支票之郵資及其他支付收購對價所必要之合理費用；倘有此類額外費用，公開收購人將依法申報公告。公開收購人支付收購對價時，將扣除應賣人依法應負擔之證券交易稅、臺灣集中保管結算所及證券經紀商手續費、銀行匯款費用或掛號郵寄支票之郵資及其他支付收購對價所必要之合理費用，並計算至「元」為止（不足一元之部分捨棄）。

三、本次公開收購受委任機構：元大寶來證券股份有限公司。

四、收購單位數及收購限制：預定收購數量總計 77,782,705 股（即被收購公司已發行股份總數 74,234,422 股，加上全部尚未行使之員工認股權憑證而得增加發行之普通股 3,548,283 股，合計共 77,782,705 股）。應賣人應對提出應賣之股份有所有權，且提出應賣之股份應無質權、未遭假扣押、假處分等保全程序，且無其他轉讓之限制。如於應賣後股份遭假扣押、假處分等保全程序或強制執行程序，或出現其他轉讓之限制，縱使該等股份已撥入受委任機構公開收購專戶，將視為自始未提出應賣而不計入已參與應賣之股份數量；融資買進之股份須於還款後方得應賣，否則不予受理。本次公開收購受理已集保交存股票之應賣，但不受理實體股票之應賣；應賣人如係持有實體股票，請攜帶實體股票、留存印鑑至其往來證券商處辦理存入各應賣人集中保管劃撥帳戶後，再行辦理應賣手續。

五、各股東應賣地點：如應賣人已將被收購公司股票交付集中保管者，應持證券存摺與留存印鑑向原往來券商辦理應賣手續。應賣人如係持有被收購公司實體股票，請攜帶實體股票、留存印鑑至其往來證券商處辦理存入各應賣人集中保管劃撥帳戶後，再行辦理應賣手續。

六、應賣諮詢專線：(02)2586-5859，請逕洽受委任機構元大寶來證券股份有限公司。

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壹、公開收購基本事項

一、公開收購人之基本事項：

公司名稱：Image Sub Limited	**負責人：** 陳建良
網址：不適用	
公開收購人為英屬開曼群島之豁免公司，係美商艾科嘉股份有限公司（Exar Corporation，下稱「**美商艾科嘉**」）持有100%股份之子公司。美商艾科嘉在美國紐約證券交易所掛牌交易（代號：EXAR），經營網路與存儲、工業與嵌入式系統應用及通信基礎設施市場之高性能模擬混合信號集成電路（analog mixed-signal integrated circuits）及先進子系統解決方案（advanced sub-system solutions）之設計、開發及行銷，其產品包括電源管理和連接組件、通訊產品及網絡安全和存儲優化解決方案。美商艾科嘉於全球均有據點提供即時的客戶服務。 **主要營業項目：** 公開收購人係被允許得依相關法律規定從事任何及所有業務。	

董事、監察人及大股東持股情形（截至民國103年4月28日止）

身　　分	**姓名或名稱**	**持股數量（股）**	**比例**
董　事　長	陳建良	0	0%
董　事	Ryan Benton	0	0%
董　事	Thomas Melendrez	0	0%
持股超過百分之十之股東	美商艾科嘉股份有限公司	1	100%

二、受委任機構名稱、地址、電話及委任事項：

受委任機構	名　稱	元大寶來證券股份有限公司
	地　址	臺北市中山區南京東路 3 段 225 號 13、14 樓
	電　話	(02)2586-5859
	委任事項	1.接受本次公開收購有價證券之交存及返還。 2.交付公開收購說明書。 3.應委任人指示進行本次公開收購有價證券之款券交付。 4.開立證券交易稅繳款單並代應賣人支付本次公開收購之證券交易稅。 5.應委任人指示辦理股票及股款交割作業。 6.協助公開收購人辦理本次公開收購之公告事宜。 7.處理任何與上述相關之股務作業事宜。

貳、公開收購條件

一、公開收購期間：

自民國 103 年 4 月 28 日起至民國 103 年 5 月 29 日止，接受申請應賣時間為公開收購期間每個營業日上午 9 時 00 分至下午 3 時 30 分(台灣時間)，惟收購期間開始日當日為下午 12 時 00 分至下午 3 時 30 分。此外，公開收購人得依公開收購公開發行公司有價證券管理辦法之規定向金管會申報並公告延長收購期間。

二、預定公開收購之最高及最低數量：

預定公開收購之最高數量為 77,782,705 股，係被收購公司已發行股份總數 74,234,422 股，加計全部尚未行使之員工認股權憑證而得增加發行之普通股 3,548,283 股，故合計共 77,782,705 股。惟若最終有效應賣之數量未達預定收購數量，但已達最低收購數量（即 51,964,096 股）者，則公開收購數量條件即告成就。在公開收購之其他條件均成就（包括但不限於本次公開收購應經相關主管機關之同意、核准、命令、授權或許可或須向主管機關申報生效）後，公開收購人應收購所有應賣之有價證券。

三、公開收購對價：

以現金為對價，每股新台幣 91 元整。應賣人應自行負擔證券交易稅（公開收購人將代為辦理證券交易稅之繳納）、臺灣集中保管結算所及證券經紀商手續費、銀行匯款費用或掛號郵寄支票之郵資及其他支付收購對價所必要之合理費用；倘有此類額外費用，公開收購人將依法申報公告。公開收購人支付收購對價時，將扣除應賣人依法應負擔之證券交易稅、臺灣集中保管結算所及證券經紀商手續費、銀行匯款費用或掛號郵寄支票之郵資及其他支付收購對價所必要之合理費

用，並計算至「元」為止（不足一元之部分捨棄）。

四、本次公開收購有無涉及須經本會或其他主管機關核准或申報生效之事項，及是否取得核准或已生效：

本次公開收購依據證券交易法第 43 條之 1 第 2、3 項及公開收購公開發行公司有價證券管理辦法第 7 條第 1 項及第 11 條第 1 項，應向金融監督管理委員會申報並公告始得為之。公開收購人於民國 103 年 4 月 28 日依據前述法令向金融監督管理委員會提出申報並公告。

五、公開收購人於本次公開收購條件成就並公告後，除有公開收購公開發行公司有價證券管理辦法第 19 條第 4 項規定之情形外，應賣人不得撤銷其應賣。

公開收購公開發行公司有價證券管理辦法第 19 條第 4 項規定之情形，包括：

(一) 有公開收購公開發行公司有價證券管理辦法第 7 條第 2 項規定之情事者(即公開收購人以外之人，依據公開收購公開發行公司有價證券管理辦法之規定，對被收購公司之有價證券為競爭公開收購，並依法向金管會申報並公告)。

(二) 公開收購人依公開收購公開發行公司有價證券管理辦法第 18 條第 2 項規定向金管會申報並公告延長收購期間者。

(三) 其他法律規定得撤銷應賣者。

六、其它注意事項：

(一) 應賣人可於公開收購期間，持集中保管劃撥帳戶存摺與留存印鑑，向原往來證券商辦理應賣手續，相關作業請參考網站：http://www.yuanta.com.tw/相關之說明。

(二) 本次公開收購受理已集保交存股票之應賣，但不受理實體股票之應賣；應賣人如係持有被收購公司實體股票，請攜帶實體股票、留存印鑑至其往來證券商處辦理存入各應賣人集中保管劃撥帳戶後，再行辦理應賣手續。

(三) 當應賣人申請應賣時，視為同意臺灣證券集中保管結算所股份有限公司及公開收購人對元大寶來證券股份有限公司提供應賣人之姓名（或公司名稱）、地址、身分證字號（或統一編號）等股東資料，以辦理通知或其他與公開收購相關之事宜。

(四) 應賣人對提出應賣之股份應有完整之所有權與處分權，應賣股份並無任何質權、未遭假扣押、假處分等保全程序，或受其他轉讓之限制。如於應賣後股份遭假扣押、假處分等保全程序或強制執行程序，或出現其他轉讓之限制，縱使該等股份已撥入受委任機構公開收購專戶，將視為自始未提出應賣而不計入已參與應賣之股份數量。融資買進之股票，須於還款後方得

應賣，否則不予受理。

(五) 被收購公司發生財務、業務狀況之重大變化，公開收購人破產或經裁定重整，或有其他經主管機關所定之事項，經主管機關核准後，公開收購人得停止公開收購之進行。

(六) 在本次公開收購期間屆滿前，若有必要，公開收購人可能根據相關法律或規定向金管會申報並公告延長本次公開收購期間。

(七) 應賣人瞭解本次公開收購是否成功，繫於各項主客觀因素或條件是否成就，包括但不限於有效應賣之有價證券數量是否達最低收購數量、相關主管機關之同意、核准、命令、授權或許可或須向主管機關辦理之申報是否及時取得及完成，被收購公司是否有證券交易法第 43 條之 5 第 1 項各款情事致公開收購人經主管機關核准後停止公開收購之進行，及其他不可歸責於公開收購人之事由。若本次公開收購之相關條件無法於公開收購有價證券期間屆滿前成就，應賣人應自行承擔本公開收購無法完成或延後取得收購對價及市場價格變動之風險。

(八) 公開收購人擬於本公開收購完成後，依英屬開曼群島公司法、其他相關法令及被收購公司章程大綱和章程等規定與被收購公司合併，美商艾科嘉及公開收購人之全體董事已於民國 103 年 4 月 25 日（美西時間）簽署合併之書面同意，另被收購公司之董事會亦於同日通過合併決議，公開收購人及被收購公司並於當日簽署合併合約。惟該合併之完成尚需經被收購公司董事會（如公開收購人完成公開收購後已取得被收購公司股份達被收購公司全數已發行股份之 90%）及/或股東會（如公開收購人完成公開收購後取得被收購股份未達被收購公司全數已發行股份之 90%）之決議通過，並取得相關主管機關之相關核准或許可後，依據合併合約之約定進行合併。

(九) 其他重要事項，請參閱本公開收購說明書內容。

參、公開收購對價種類及來源

一、本次公開收購以現金為收購對價：

自有資金明細	公開收購人將以現金支付所有公開收購之對價，若被收購公司之所有股份均依本次公開收購為應賣者，總公開收購對價依預定收購數量計為新台幣 7,078,226,155 元。為因應本次公開收購，美商艾科嘉已以現金及約當現金（包括短期可轉讓有價證券）預留其自有資金約美金 140,000,000 元（以美金 1 元兌換新台幣 30.3 元之匯率換

	算，相當於新台幣 4,242,000,000 元）以支付公開收購之對價，其餘所需資金則以向 Stifel Financial Corporation 借款支應（如後述）。此外，美商艾科嘉就公開收購人於本次公開收購下之義務負擔保責任。
所有融資計畫內容	資金來源：Stifel Financial Corporation
	借方：美商艾科嘉。 貸方：Stifel Financial Corporation 借款金額為美金 90,000,000 元（以美金 1 元兌換新台幣 30.3 元之匯率換算，相當於新台幣 2,727,000,000 元）。
	擔保品： 美商艾科嘉以及美商艾科嘉現在及將來各個依美國法律或其各州或哥倫比亞特區法律所設立之子公司所有之主要部分之不動產、私有財產及混合性財產（惟一般慣例所特定排除者除外）。在法令許可之範圍內，包括美商艾科嘉所取得之被收購公司股份(但不包括超過被收購公司具有表決權股份之 65%之部分)。
	收購人融資償還計畫是否以被收購公司或合併後存續公司之資產或股份為擔保： ■是，其約定內容及對被收購公司或合併後存續公司財務業務健全性之影響評估： 於依據合併合約之約定，完成合併後，被收購公司將為存續公司，且合併後存續公司之部分資金將用於償還美商艾科嘉貸與合併後存續公司之公司內部貸款，及/或以分派股利或其他方式分派予美商艾科嘉。美商艾科嘉則將利用該等資金償還其自身為籌措本公開收購、合併或其他相關交易所需部分資金而負擔之債務。公開收購人用於本次公開收購之價金，主要係來自於母公司美商艾科嘉之現金及約當現金，美商艾科嘉將依相關法令規定提供資金予公開收購人；另部分來自於 Stifel Financial Corporation 之融資資金。待公開收購人與被收購公司完成合併後，合併後存續公司將成為美商艾科嘉百分之百持有之子公司，並自台灣證券交易所下市，美商艾科嘉將視雙方之財務狀況依法合理妥善運用合併後存續公司資金。倘合併後存續公司依

	法償還美商艾科嘉之內部借款或發放股息股利，美商艾科嘉將依上述融資約定，將取得之款項作為清償融資之用。 被收購公司帳上現金及約當現金計有新台幣 38.47 億(依其 2013/12/31 合併資產負債表所示)，而本公開收購案暨後續合併案所需融資金額僅約新台幣 27.27 億元。美商艾科嘉將以其以及其在美國各子公司之主要資產作為融資擔保品；另在法令許可之範圍內，始將取得之被收購公司至多 65%具表決權之股份作為融資擔保品。被收購公司帳上現金及約當現金遠高於融資金額，且被收購公司僅至多 65%具表決權之股份將被作為融資擔保品。縱將被收購公司之股份設定質權，被收購公司之資產亦不會設定擔保（主要之融資擔保物與被收購公司無關），因此，將被收購公司股分質押並不會對被收購公司之財務及業務狀況有重大不利之影響。 □否，公開收購人之融資償還計畫並無以被收購公司或合併後存續公司之資產或股份為擔保。

二、 以公開收購公開發行公司有價證券管理辦法第八條第一款規定之有價證券為收購對價者

本次公開收購對價為現金，故不適用。

三、 以公開收購公開發行公司有價證券管理辦法第八條第二款規定之有價證券為收購對價者

本次公開收購對價為現金，故不適用。

肆、參與應賣與未參與應賣之風險

參與應賣之風險

一、 公開收購案件依證券交易法第43條之5第1項第1款至第3款停止進行之風險。

公開收購開始進行後，如有證券交易法第43條之5第1項第1款至第3款規定情事，包括被收購公司發生財務、業務狀況之重大變化經公開收購人提出證明者，公開收購人破產或經裁定重整者，或其他經主管機關所定之事項，經主管機關核准，公開收購人得停止本次公開收購之進行，則應賣人應承擔本次公開收購無法完成及市場價格變動之風險。

二、 公開收購如依其他法律規定，須另向金管會及其他主管機關申請時，如金管會及其他主管機關不予核准、停止生效或廢止核准，本次公開收購案件不成功之風險。

本次公開收購無須另經中華民國或其他國家主管機關之同意、核准、命令、授權或許可或須向任何主管機關申報，故無此款風險。

三、 公開收購人所申報及公告之內容依證券交易法第43條之5第2項及公開收購公開發行公司有價證券管理辦法第9條第5項規定，經金管會命令重行申報及公告之風險。

公開收購人所申報及公告之內容，如經金管會命令變更公開收購申報事項並重行申報及公告時，則公開收購人須重新申報及公告，可能有影響應賣人所為應賣決定之風險，或本次公開收購不成功或無法完成及市場價格變動之風險。

四、 以募集發行之股票或公司債為收購對價者，該有價證券無法如期發行致本次公開收購案件無法完成或延後完成之風險。

本公開收購案以現金為收購對價，無此款風險。

五、 公開收購條件一旦成就後，並經公開收購人公告後，除有公開收購公開發行公司有價證券管理辦法第19條第4項規定之情形外，應賣人亦不得撤銷應賣之風險。

公開收購條件一旦成就並經公開收購人公告後，除有公開收購公開發行公司有價證券管理辦法第 19 條第 4 項規定之情形（包括(1)有公開收購公開發行公司有價證券管理辦法第 7 條第 2 項規定之情事者（即公開收購人以外之人，依據公開收購公開發行公司有價證券管理辦法之規定，對被收購公司之有價證券為競爭公開收購，並依法向金管會申報並公告）；(2)公開收購人依公開收購公開發行公司有價證券管理辦法第 18 條第 2 項規定向金管會申報並公告延長收購期間者；及(3)其他法律規定得撤銷應賣者）外，若有市場價格高於本次收購對價，或其他人提出更高之收購對價時，應賣人亦不得撤銷應賣，並應承擔此種風險。

六、 公開收購期間屆滿，應賣有價證券之數量未達預定最低收購數量時，本次公開收

購案件將無法完成之風險。

公開收購期間屆滿，若有效應賣有價證券之數量未達最低收購數量時，本次公開收購案件即有無法完成之風險。

另如應賣人於應賣後股份遭假扣押、假處分等保全程序或強制執行程序，或出現其他轉讓之限制，縱使該等股份已撥入受委任機構公開收購專戶，將視為自始未提出應賣而不計入已參與應賣之股份數量，產生應賣有價證券數量未達最低收購數量，公開收購案件無法完成之風險。

七、 公開收購期間屆滿，應賣有價證券之數量超過預定收購數量時，公開收購人應依同一比例向所有應賣人購買，致應賣人應賣股數無法全數賣出之風險。

公開收購人本次預定收購數量總計77,782,705股，相當於被收購公司已發行股份總數，加上全部尚未行使之員工認股權憑證而得增加發行之普通股3,548,283股之合計數，故無應賣人應賣股數無法全數賣出之風險。

八、 公開收購期間屆滿前，公開收購人可能決定延長收購期間，致應賣人有延後取得對價之風險，應賣人應自行承擔市場價格變動之風險。此外，金管會亦有可能不同意延長收購期間，致公開收購無法於收購期間內完成的風險。

九、 公開收購完成後，應賣人因已出售所持有之被收購公司股份，將無法參與被收購公司未來之發展與股利分派。

應賣人出售所持有之被收購公司股份後，因喪失股東身分，除非再取得被收購公司股份，否則，未來將無法參與被收購公司之發展與股利分派。

十、其他公開收購人明知足以影響收購程序進行之重大風險：根據應賣合約之約定，簽署應賣合約之董事、經理人及股東（合計持有被收購公司股份為24,380,983股，約佔被收購公司已發行股份總數32.84%）將於收到公開收購人之通知後始能將其股份提出應賣，故如公開收購人認為合約之條件未成就而未發出通知，參與應賣之總股數有無法達到最低收購數量之風險。。除前開說明外，另請應賣人在應賣前詳參本公開收購說明書之內容。

<u>未參與應賣之風險</u>

一、 公開收購人計劃於公開收購完成後與被收購公司進行合併。公開收購人之全體董事與被收購公司董事會已於民國 103 年 4 月 25 日（美西時間）通過合併案，由雙方之授權代表簽署合併合約，俟公開收購人及被收購公司之全體董事、董事會及/或股東會（依其適用情形）通過合併決議並取得相關主管機關之核准後進行合併。若經被收購公司董事會及/或股東會決議通過合併案，公開收購人擬支付被收購公

司股東每股現金新台幣 91 元作為合併對價，惟實際合併對價將視雙方合併合約規定，而進行調整。若有此情形，將由雙方公司董事會決議進行調整並公告。於合併案完成後，公開收購人為消滅公司，被收購公司為存續公司，且被收購公司之股東將於收受合併對價後失去其股東身分，而由美商艾科嘉成為被收購公司之單一股東，此外，於本次公開收購完成後，公開收購人將促使被收購公司依相關法令召開董事會及股東會決議申請停止公開發行及終止上市，並分別向金融監督管理委員會及臺灣證券交易所股份有限公司申請停止公開發行及終止上市。

二、 如前所述，於合併案完成後，被收購公司將成為美商艾科嘉百分之百持股之子公司，且其股票亦將終止上市買賣。未參與本次公開收購應賣之股東將於合併基準日依其等所持有之被收購公司股份，取得現金對價，合併對價將由美商艾科嘉按合併基準日當時被收購公司股東名簿之記載，向除公開收購人以外之被收購公司股東，按其持股數給付現金對價。因此，若本公開收購順利完成且公開收購人與被收購公司進行後續合併，未參與公開收購應賣之股東取得後續合併對價之時點，將晚於參與本次公開收購應賣而取得收購對價之股東。

三、 根據合併合約之約定，若被收購公司於合併基準日前，進行股票分割、發放股票股利，或有其他任何行為致被收購公司之資本結構有任何變化，合併對價將會依照該些變化，按比例為適當、公平地調整。

<u>股東稅負影響差異分析</u>

股東選擇參加本次公開收購或不參加本次公開收購所適用之稅負不同：

(一) 選擇參與公開收購者：選擇參與本次公開收購之應賣人，就其所取得之收購價款課徵證券交易稅(即收購價款金額之 0.3%)。證券交易所得依目前所得稅法規定停止課徵所得稅，但自民國 102 年 1 月 1 日起，應賣人為未取得中華民國戶籍之外國個人股東、或於課稅年度內未於境內居留合計超過 183 天之外國個人股東，其證券交易所得應依民國 101 年 8 月 8 日修正之所得稅法規定，依 15%之稅率課徵所得稅。至於應賣人若為境內營利事業、或在境內有固定營業場所或營業代理人之國外營利事業，依據所得基本稅額條例之規定，其證券交易所得應計入營利事業基本所得額計算課徵所得基本稅額。

(二) 選擇參與合併者：選擇不參加本次公開收購而參加合併者則適用不同稅負規定。根據財政部民國 93 年 9 月 21 日台財稅字第 09304538300 號函令以及民國 97 年 10 月 17 日台財稅字第 09704552910 號函令相關規定，公司進行合併，合併消滅公司股東所取得之全部合併對價超過其全體股東之出資額(包括股本及資本公積增資溢價、合併溢價)，其股東所獲分配該超過部分之金

額，應視為股利所得(投資收益)，依規定課徵所得稅。在本件合併案，不參加本次公開收購之股東，將取得收購公司給付之現金作為合併對價並銷除其所持有之被收購公司股票，而股東所取得之現金超過其出資額(包括股本及資本公積增資溢價、合併溢價)部分之金額，仍應視為股東之股利所得(投資收益)，應依中華民國所得稅法規定課徵所得稅。因被收購公司為外國公司，上述被視為股利所得之合併對價並非所得稅法下之中華民國來源所得。但如被收購公司股東屬境內公司組織之營利事業，依所得稅法第 42 條規定，該股利所得應計入營利事業所得額課徵營利事業所得稅；如被收購公司股東屬境內個人股東、或取得中華民國戶籍之外國個人股東、或未取得中華民國戶籍但於課稅年度內在境內居留合計滿 183 天之外國個人股東，該股利所得並非中華民國來源所得，不需課徵綜合所得稅，但該股利所得屬境外所得之一種，且依據所得基本稅額條例之規定，除當年度境外所得之總額未達新台幣一百萬元外，該股利所得應計入個人基本所得額計算課徵所得基本稅額。至於在境內無固定營業場所及營業代理人之國外營利事業之股東，上述被視為股利所得之合併對價則不需課徵任何中華民國所得稅。

因此，若未取得中華民國戶籍之外國個人股東或於課稅年度內未在境內居留合計滿 183 天之外國個人股東選擇參加公開收購但未選擇參加合併，依現行所得稅法規定，將有須負擔所得稅之風險，故若外國個人股東於本公開收購應賣者，應賣人除將就交易金額繳納千分之三之證券交易稅外，自民國 102 年 1 月 1 日起，其證券交易所得應依民國 101 年 8 月 8 日修正之所得稅法規定，依 15%之稅率課徵所得稅。惟應賣人若為境內營利事業、或在境內有固定營業場所或營業代理人之國外營利事業，依據所得基本稅額條例之規定，其證券交易所得應計入營利事業基本所得額計算課徵所得基本稅額。

四、 謹提請注意上開有關稅負之說明僅依現行所得稅法相關規定，提供參考，並非公開收購人所提供稅務上之建議或意見，股東應就其個別投資狀況，衡量適用稅率級距，自行請教專業稅務顧問有關參加公開收購或參加合併所可能產生之相關稅負。

伍、公開收購期間屆滿之後續處理方式

一、 公開收購人支付收購對價之時間、方法及地點。如以外國有價證券作為收購對價者，應詳予說明交付方法及應賣人買賣該有價證券之方式

本次公開收購對價全部為現金，而非外國有價證券。公開收購人支付收購對價之時間、方法及地點，謹說明如下：

時　間	本次公開收購條件均成就後，預定為公開收購期間屆滿後次日起算 5 個營業日以內（含第 5 個營業日）。
方　法	一、對價支付方式： 由受委任機構元大寶來證券股份有限公司以匯款方式，匯入應賣人留存於臺灣集中保管結算所股份有限公司之銀行帳戶。倘銀行帳戶有誤，或因其他原因無法完成匯款時，受委任機構將以禁止背書轉讓之即期支票，以掛號郵寄方式寄至應賣人於臺灣集中保管結算所股份有限公司登錄之通訊地址。 二、對價計算方式： 按公開收購人實際向各應賣人收購之股數，乘以每股應支付之收購對價（新台幣 91 元），即為收購對價。惟應賣人應自行負擔證券交易稅（公開收購人將代為辦理證券交易稅之繳納）、臺灣集中保管結算所及證券經紀商手續費、銀行匯款費用或掛號郵寄支票之郵資及其他支付收購對價所必要之合理費用；倘有此類額外費用，公開收購人將依法申報公告。公開收購人支付收購對價時，將扣除應賣人依法應負擔之證券交易稅、臺灣集中保管結算所及證券經紀商手續費、銀行匯款費用或掛號郵寄支票之郵資，及其他支付收購對價所必要之合理費用，並計算至「元」為止（不足一元之部分捨棄）。
地　點	公開收購股份之對價將由受委任機構元大寶來證券股份有限公司匯入應賣人留存於臺灣集中保管結算所股份有限公司之銀行帳戶或寄交臺灣集中保管結算所股份有限公司所提供之應賣人通訊地址。

二、應賣人成交有價證券之交割時間、方法及地點

時　間	本次公開收購條件均成就後，預定為公開收購期間屆滿後次日起算 5 個營業日以內（含第 5 個營業日）。
方　法	應賣股份已撥入元大寶來證券股份有限公司公開收購專戶者，由元大寶來證券股份有限公司之「元大寶來證券股份有限公司公開收購專戶」（帳號：980a-005448-9）撥付公開收購人之證券集中保管劃撥帳

	戶。
地　點	元大寶來證券股份有限公司營業處:台北市南京東路 3 段 225 號 11-14 樓。。

三、應賣未成交有價證券之退還時間、方法及地點

應賣有價證券之數量未達最低預定收購數量之處理方式：	時間	收購期間屆滿日後 5 個營業日以內（含第 5 個營業日）
	方法	本次公開收購如確定未達最低收購數量時，原向應賣人所為之要約全部撤銷，由「元大寶來證券股份有限公司公開收購專戶」（帳號：980a-005448-9）轉撥回至各應賣人之原證券集中保管劃撥帳戶。
	地點	元大寶來證券股份有限公司營業處：台北市南京東路 3 段 225 號 11-14 樓。
應賣有價證券超過預定收購數量時，超過預定收購數量部分，收購人退還應賣有價證券之處理方式：	時間	不適用。公開收購人本次預定收購數量總計 77,782,705 股，相當於被收購公司已發行股份總數，加上全部尚未行使之員工認股權憑證而得增加發行之普通股 3,548,283 股之合計數，故無應賣有價證券數量超過預定收購數量，致應賣人應賣股數無法全數賣出之情形。
	方法	不適用。公開收購人本次預定收購數量總計 77,782,705 股，相當於被收購公司已發行股份總數，加上全部尚未行使之員工認股權憑證而得增加發行之普通股 3,548,283 股之合計數，故無應賣有價證券數量超過預定收購數量，致應賣人應賣股數無法全數賣出之情形。
	地點	不適用。公開收購人本次預定收購數量總計 77,782,705 股，相當於被收購公司已發行股份總數，加上全部尚未行使之員工認股權憑證而得增加發行之普通股 3,548,283 股之合計數，故無應賣有價證券數量超過預定收購數量，致應賣人應賣股數無法全數賣出之情形。

四、 以公開收購公開發行公司有價證券管理辦法第八條第二款規定之有價證券為收購對價者，若該有價證券無法如期發行時，是否以現金或其他有價證券替代；如不提供其他對價替代時，收購人退還應賣有價證券之處理方式

本次公開收購對價為現金，故不適用。

陸、公開收購人持有被收購公司股份情形

一、 公開收購人及其關係人於提出申報當時已持有被收購公司有價證券者，其種類、數量、取得成本及提出申報日前六個月內之相關交易紀錄。公開收購人為公司時，其董事、監察人持有被收購公開發行公司有價證券時，亦應一併載明前段事項：

(一) 公開收購人（含其關係人）

不適用。公開收購人及其關係人未持有被收購公司發行之有價證券，且於提出公開收購申報前六個月，未交易被收購公司之任何有價證券。

(二)公開收購人之董事、監察人

不適用。公開收購人之董事未持有被收購公司發行之有價證券，且於提出公開收購申報前六個月，未交易被收購公司之任何有價證券。另公開收購人無設置監察人。

二、公開收購人或其股東如有擔任被收購公司之董事、監察人或係持股超過被收購公司已發行股份總額百分之十股東情事者，該股東姓名或名稱及持股情形：

不適用。公開收購人或其股東未有擔任被收購公司之董事或係持股超過被收購公司已發行股份總額百分之十股東之情事。另公開收購人無設置監察人。

柒、公開收購人其他買賣被收購公司股份情形

一、 公開收購人及其關係人在申報公開收購前二年內如與下列被收購公司之 人員有任何買賣被收購公司股份之情事，其股份買賣之日期、對象、價格及數量

身　分	交易日期	交易方式	價　格	數　量
1. 董事	不適用。公開收購人及其關係人在申報公開收購前二年內，未有與被收購公司之董事、監察人、經理人及持股超過被收購公司或被收購公司之關係人已發行股份總額百分之十之股東有任何買賣被收購公司股份之情事。			
2. 監察人				
3. 經理人				
4. 持股超過10%之大股東				
5. 關係人				

二、公開收購人及其關係人，在申報公開收購前二年內，與下列被收購公司之人員就本次公開收購有任何相關協議或約定之情形：

公開收購人及其關係人與下列被收購公司之人員，在申報公開收購前二年內，就本次公開收購之重要協議或約定之內容如下：

身　分	重要協議或約定之內容：
1. 董事	1. 公開收購人與被收購公司之董事Yong Eue Park及張舜欽（包括其配偶）就本次公開收購於民國103年4月26日（美西時間）簽署應賣合約(Tender Agreement)，上開董事同意將其所持有被收購公司之全數股份，分別為1,000,712股及2,127,653股，於公開收購人進行本次公開收購並通知其合約條件成就時始能提出應賣。應賣合約之主要內容如下：若應賣合約所記載之前提條件已成就（或公開收購人已拋棄該等條件）且公開收購人向上開董事通知該等條件已成就（或公開收購人已拋棄該等條件），上開董事應接受本次公開收購條件，並於收購期間屆滿日，或公開收購人所通知較早之期日將其所持有被收購公司之全數持股提出應賣。除有下列情事外，上開董事不得撤銷其依本次公開收購所應賣其持有之股份：(1) 本次公開收購因已終止或屆期，而公開收購人未

	全數收購依相關法令所應賣之被收購公司普通股，或(2) 依應賣合約約定終止，惟於本次收購價格每股低於新台幣91元時，上開董事並無應賣之義務。 2. 於適用時,上開董事應出席股東會並投票贊成公開收購人與被收購公司進行合併，以及贊成公開收購人/美商艾科嘉與被收購公司間之合併合約之相關交易。 3. 於適用時，上開董事應投票反對 (1) 被收購公司之任何合併與合併合約(與公開收購人或任何美商艾科嘉所指定之主體合併者除外)，或併購、結合、協議安排（scheme of arrangement)、重組合併（amalgamation)、兩地掛牌上市結構（dual-listed structure)、重大資產出售、重整、資本重組（recapitalization)、解散、清算或結束營業，(2)任何收購計畫，及(3)任何有關被收購公司或其子公司之公司章程增補或其他提案或交易，如該等公司章程增補、提案或交易將以任何方式對被收購公司與公開收購人或任何美商艾科嘉所指定主體間之合併或交易條款產生阻礙、阻撓、妨礙或無效，或變更任一級別之股份之表決權。 4. 除依本次公開收購之進行者外，上開董事不得(1) 就有關其等所持有被收購公司之股份移轉予任何人而進行出售、轉讓、設質、移轉，或以任何其他方式處分（包括贈與、合併或依法律)、設定負擔、避險或利用衍生性商品交易移轉其經濟利益，或簽訂任何合約、選擇權或其他協議（包括任何獲利分配協議)，及 (2) 就有關其等所持有被收購公司股份，約定任何表決權行使之安排，包括透過委託書、表決權協議、表決權信託或其他任何方式（包括股票借貸） 5. 其他應賣合約內容詳附件一。
2. 監察人	被收購公司無設置任何監察人。
3. 經理人	被收購公司之資深副總暨財務長胡希眉，於2014年4月26日(美西時間）亦簽訂應賣合約，同意將其持有被收購公司之股份203,017股，於公開收購人進行本次公開收購並通知其合約條件成就時始能提出應賣。應賣合約詳附件一，主要內容請參見上開董事部分之說明。
4. 持股超過10%之大股東	被收購公司持股超過10%之大股東，即Storm Ventures之關係人，包括IML Holding Vehicle A, L.L.C.、IMLHolding Vehicle B,

	L.L.C.、IML Holding Vehicle C, L.L.C.及IML Holding Vehicle D, L.L.C.，於2014年4月26日（美西時間）亦簽訂應賣合約，同意將其所持有被收購公司之全數股份20,135,522股，於公開收購人進行本次公開收購並通知其合約條件成就時始能提出應賣。應賣合約詳附件一，主要內容請參見上開董事部分之說明。
5. 關係人	不適用
6. 特定股東	被收購公司之股東Charles Kim及Jim Kim，於2014年4月26日（美西時間）亦簽訂應賣合約，同意將其持有被收購公司之股份749,343股及164,736股，於公開收購人進行本次公開收購並通知其合約條件成就時始能提出應賣。應賣合約詳附件一，主要內容請參見上開董事部分之說明。
公開收購人及其關係人與1.~6.所列之人員，在申報公開收購前二年內就本次公開收購有任何相關協議或約定者，應揭露所有協議或約定之文件，併同公開收購說明書公告。（請參閱附件一）	

捌、公開收購人對被收購公司經營計畫

一、取得被收購有價證券之目的及計畫：

☑繼續經營被收購公司業務及計畫內容：

美商艾科嘉為公開收購人之母公司，主要經營網路與存儲、工業與嵌入式系統應用及通信基礎設施市場之高性能模擬混合信號集成電路（analog mixed-signal integrated circuits）及先進子系統解決方案（advanced sub-system solutions）之設計、開發及行銷。被收購公司為一專業積體電路設計（無晶圓製造商，Fabless Design House）公司，從事模擬器廣泛篩選、電源管理以及類比混合信號積體電路之設計、生產與行銷。被收購公司之產品主要係運用於液晶電腦螢幕面板，但得於其他種類產品為廣泛運用。

今為整合整體資源，使雙方公司之結合能發揮最大綜效，公開收購人計劃於公開收購完成後與被收購公司進行合併。公開收購人之全體董事與被收購公司董事會已於民國 103 年 4 月 25 日（美西時間）通過合併案，雙方之授權代表並業已簽署合併合約，俟公開收購人及被收購公司之全體董事、董事會及/或股東會（依其適用情形）決議通過合併決議並取得相關主管機關之核准後，依合併合約條款約定進行合併。

若經被收購公司董事會及/或股東會（依其適用情形）決議通過合併案，公開收購人擬支付被收購公司股東每股現金新台幣 91 元作為相當於合併之對價，惟實際合併對價將視雙方合併合約規定，而進行調整。若有此情形，將由雙方公司董事會決議進行調整並公告。於合併案完成後，公開收購人將為消滅公司，被收購公司則為存續公司。此外，被收購公司將成為美商艾科嘉百分之百持有之子公司，公開收購人將促使被收購公司依相關法令召開董事會及股東會決議申請停止公開發行及終止上市，並分別向金融監督管理委員會及臺灣證券交易所股份有限公司申請停止公開發行及終止上市。未參與本次公開收購應賣之股東可能面臨其所持有之被收購公司股份，於被收購公司終止上市後，無法於集中市場交易之風險。

合併後，存續公司將繼續經營公開收購人及被收購公司之現有業務。

□於取得被收購公司有價證券後一年內復轉讓予他人之計畫及其內容：

於合併案完成後，公開收購人所持有被收購公司之股票及其他已發行股票，將依相關合併之規定辦理銷除。公開收購人已發行、全數由美商艾科嘉持有之股票，將轉換為被收購公司之股票，由美商艾科嘉成為被收購公司之單一法人股東。

二、收購完成後，使被收購公司產生下列情形之計畫：

解散	☑否 □是　計畫內容 本次公開收購完成後，公開收購人與被收購公司將依上述所載之合併計畫進行合併，公開收購人將為消滅公司，被收購公司則為存續公司。
下市（櫃）	□否 ☑是　計畫內容 本次公開收購完成後，公開收購人與被收購公司將依上述所載之合併計畫進行合併，被收購公司為存續公司並成為美商艾科嘉百分之百持有之子公司。被收購公司將自臺灣證券交易所股份有限公司下市。
變動組織	☑否 □是　計畫內容 本次公開收購完成後，公開收購人與被收購公司兩家公司仍維持各自獨立運作，被收購公司之組織並不會改變。於公開收購人與被收購公司合併後，美商艾科嘉並無調整被收購公司組織之計畫，被收購公司將維持其個別獨立之營運個體。
變動資本	□否 ☑是　計畫內容 除上述之合併計畫外，公開收購人並無於本次公開收購完成後變動被收購公司資本之計畫。然而，被收購公司資本結構將因完成公開收購後與公開收購人進行合併案而有變動。
變動業務計畫	☑否 □是　計畫內容 除上述之合併計畫外，公開收購人並無於本次公開收購完成後變動被收購公司業務計畫之計畫。
變動財務狀況	☑否 □是　計畫內容 除上述之合併計畫外，公開收購人並無於本次公開收購完成後變動被收購公司財務狀況之計畫。
變動生產	☑否 □是　計畫內容 被收購公司為一專業積體電路設計（無晶圓製造商）公司，本身並無生產業務。
其他影響被收購公司股東權益之重大事項	☑否 除本公開說明書另有說明外，就公開收購人目前所知及預期，並無其他影響被收購公司股東權益之重大事項。 □是　計畫內容

三、收購完成後使被收購公司產生下列人事異動之計畫及內容：

董　事	職位異動：☑是 □否 非屬應賣合約（如附件一）當事人之被收購公司各董事將辭任。於本公開收購完成後，被收購公司將於符合相關法令之規範下，召開股東會以選舉一定名額之公開收購人所指定之人擔任被收購公司董事。
監察人	職位異動：□是 ☑否 被收購公司並無設置監察人。
經理人	□退休、資遣　　□職位異動 ☑其他： 除因正常人員流動而終止合約之情形外，公開收購人原則上將留任被收購公司之經理人。基本上，目前之經營團隊將繼續負責被收購公司之經營，於被收購公司擔任高階管理人員。
員　工	□退休、資遣　　□職位異動 ☑其他： 公開收購完成後，被收購公司將繼續現有業務之經營。公開收購人與被收購公司合併時，若雙方認有調整組織或人力之必要時，公開收購人將考慮終止相關員工之僱傭合約，惟公開收購人將依相關適用之法令及規定辦理，以確保被收購公司員工之權益。

四、除本次公開收購外，自公開收購期間屆滿日起一年內對被收購公司有價證券或重大資產另有其他併購或處分計畫：

□否

☑是　計畫內容

美商艾科嘉為公開收購人之母公司，主要經營網路與存儲、工業與嵌入式系統應用及通信基礎設施市場之高性能模擬混合信號集成電路（analog mixed-signal integrated circuits）及先進子系統解決方案（advanced sub-system solutions）之設計、開發及行銷。被收購公司為一專業積體電路設計（無晶圓製造商，Fabless Design House）公司，從事模擬器廣泛篩選、電源管理以及類比混合信號積體電路之設計、生產與行銷。被收購公司之產品主要係運用於液晶電腦螢幕面板，但得於其他種類產品為廣泛運用。

今為整合整體資源，使雙方公司之結合能發揮最大綜效，公開收購人計劃於公開收購完成後與被收購公司進行合併。公開收購人全體董事與被收購公司董事會已於民國 103 年 4 月 25 日（美西時間）通過合併案，雙方之授權代表並業已簽署合併合約，俟公開收購人及被收購公司之全體董事、董事會及/或股東會決議（依其適用情形）通過合併決議並取得相關主管機關之核准後依合併合約之規定進行合併。

若經被收購公司董事會及/或股東會（依其適用情形）決議通過合併案，公開收購人擬支付被收購公司股東每股現金新台幣 91 作為相當於合併之對

價，惟實際合併對價將視雙方合併合約規定，而進行調整。若有此情形，將由雙方公司全體董事、董事會決議進行調整並公告。於合併案完成後，公開收購人將為消滅公司，被收購公司則為存續公司。此外，被收購公司將成為美商艾科嘉百分之百持有之子公司，公開收購人將促使被收購公司依相關法令召開董事會及股東會決議申請停止公開發行及終止上市，並分別向金融監督管理委員會及臺灣證券交易所股份有限公司申請停止公開發行及終止上市。未參與本次公開收購應賣之股東可能面臨其所持有之被收購公司股份，於被收購公司終止上市後，無法於集中市場交易之風險。合併後，存續公司將繼續經營公開收購人及被收購公司之現有業務。

五、公開收購人計畫於收購完成後使被收購公司下市（櫃）者，應記載下列事項：

公開收購人所瞭解被收購公司產業前景與公司價值及其進行公開收購之理由：	根據被收購公司之目前相關資訊以及被收購公司產品於市場及產品應用上之表現，公開收購人相信，存續公司將會對被收購公司產品於設計、開發、行銷、銷售及維持等面向之提升上更為茁壯，並得以更具競爭性之價格符合其客戶要求，致日後發展前景將更為增進。
公開收購條件對被收購公司之股東公平與否，並說明參考之因素：	本次公開收購經獨立專家就公開收購對價出具合理性意見書（詳附件三），審酌被收購公司各項要件，確認公開收購對價應屬合理，且所有參與應賣之股東可取得之公開收購對價並無不同，因此，本件公開收購條件對被收購公司之股東應屬公平。
公開收購人及關係人最近二年有無自外部人士取得關於公開收購條件之鑑價報告，如有，應說明鑑價報告之內容、該外部人士之身分、專業資格及所收取之報酬：	公開收購人及關係人最近二年並無自外部人士取得關於公開收購條件之鑑價報告，故不適用。
公開收購完成後至被收購公司下市（櫃）前，對被收購公司之併購計畫及未應賣股東之股份處理方式與應納稅賦	公開收購完成後至被收購公司下市前，被收購公司將依相關法令規定召集董事會及/或股東會（依其適用情形）同意合併案。 未參與公開收購應賣之股東，於合併時，美商艾科嘉將支付每股現金新台幣 91 元作為合併對價，惟實際合併對價將視合併合約規定，而進行調整。 選擇不參加本次公開收購而參加合併者則適用不同稅負規定。根據財政部民國 93 年 9 月 21 日台財稅字第 09304538300 號函令以及民國 97 年 10 月 17 日台財稅字第 09704552910 號函令相關規定，公司進行合併，合併消

	滅公司股東所取得之全部合併對價超過其全體股東之出資額(包括股本及資本公積增資溢價、合併溢價)，其股東所獲分配該超過部分之金額，應視為股利所得(投資收益)，依規定課徵所得稅。在本件合併案，不參加本次公開收購之股東，將取得收購公司給付之現金作為合併對價並銷除其所持有之被收購公司股票，而股東所取得之現金超過其出資額(包括股本及資本公積增資溢價、合併溢價)部分之金額，仍應視為股東之股利所得(投資收益)，應依中華民國所得稅法規定課徵所得稅。因被收購公司為外國公司，上述被視為股利所得之合併對價並非所得稅法下之中華民國來源所得。但如被收購公司股東屬境內公司組織之營利事業，依所得稅法第 42 條規定，該股利所得應計入營利事業所得額課徵營利事業所得稅；如被收購公司股東屬境內個人股東、或取得中華民國戶籍之外國個人股東、或未取得中華民國戶籍但於課稅年度內在境內居留合計滿 183 天之外國個人股東，該股利所得並非中華民國來源所得，不需課徵綜合所得稅，但該股利所得屬境外所得之一種，且依據所得基本稅額條例之規定，除當年度境外所得之總額未達新台幣一百萬元外，該股利所得應計入個人基本所得額計算課徵所得基本稅額。至於在境內無固定營業場所及營業代理人之國外營利事業之股東，上述被視為股利所得之合併對價則不需課徵任何中華民國所得稅。其他未應賣股東應納稅賦之說明，詳細請參上述稅負影響差異分析(詳本公開收購說明書第 10 頁)。
被收購公司下市（櫃),併購後之相關公司於國內外證券交易市場重行上市（櫃）之計畫	被收購公司下市後，目前並無在國內外證券交易市場重行上市之計畫。

玖、公司決議及合理性意見書

<table>
<tr><td colspan="3">一、決議辦理本次收購之全體董事之書面同意：請參閱附件二</td></tr>
<tr><td colspan="3">二、獨立專家對於本次公開收購對價合理性意見書：請參閱附件三</td></tr>
<tr><td>現金價格計算</td><td>換股比例之評價</td><td>其他財產之評價</td></tr>
<tr><td>本次公開收購之收購對價（即以現金為對價，每股新台幣 91 元整）係獨立專家以被收購公司可量化之財務數據及市場客觀資料，分別依被收購公司市場交易價格、本益比法以及 EV/EBITDA 法等模式加以分析，另針對相關非量化因素進行調整，獨立專家試算被收購公司之合理收購價格參考區間為每股新台幣 84.93~96.34 元，故認為公開收購人按每股現金新台幣 91 元為對價，公開收購被收購公司普通股之價格係於合理範圍內，應屬允當合理。</td><td>不適用</td><td>不適用</td></tr>
<tr><td>公開收購價格訂定所採用的方法、原則或計算方式及與國際慣用之市價法、成本法及現金流量折現法之比較：</td><td colspan="2">1. 評估方法介紹
目前市場上常用之企業價值之評估分析模式，皆各自有其學理依據及理論基礎，大抵可以分為以下三大類：
(1)市場法：例如市價法(針對已掛牌交易之標的公司，可由其於集中市場交易價格推估其合理價值)、市場比較法(依據對標的公司及市場同業之財務資料，以市場乘數例如本益比、股價淨值比、股價營收比、或其他財務比率等來分析評價)。
(2)收益法：例如目前學術上最常提及的現金流量折現法，即以所選定之折現率，將標的公司未來營運所產生之現金流量折現成現值，以決定其企業價值。
(3)成本法：以帳面價值為基礎，並作相關必要之調整，以反映評價時點之企業價值。
2. 本案評估方法選取
考量本案背景及評價目的，採用市場法為主要評估方法，係以</td></tr>
</table>

<table>
<tr><td></td><td>被收購公司近期市場交易價格(Market Price)，以及被收購公司與五家同業企業市場同業比較法(包含本益比法(P/E Ratio)、股價淨值比(P/B Ratio))及被收購公司截至民國 102 年度每股淨值等市場參數為衡量基礎，並考量企業特性、交易需求等非量化因素給予不同評價方式所得之合理價值分配權重調整，設算合理收購價格區間。。</td></tr>
<tr><td>被收購公司與已上市櫃同業之財務狀況、獲利情形及本益比之比較情形：</td><td>被收購公司為專業積體電路設計（無晶圓製造商）公司，主要從事無晶圓 IC 設計業務，係電子產業之上游產業茲依業務內容、營運模式及客戶屬性較為相近為標準，篩選取出同業五家：致新科技股份有限公司、通嘉科技股份有限公司、立錡科技股份有限公司、類比科技股份有限公司及昂寶電子股份有限公司。下表列示被收購公司與五家同業公司民國 102 年之財務狀況、獲利情形：
除特別標示外，單位別為新台幣仟元
<table><tr><td></td><td>被收購公司</td><td>致新科技</td><td>通嘉科技</td><td>立錡科技</td><td>類比科技</td><td>昂寶電子</td></tr><tr><td>資產總額</td><td>4,262,936</td><td>5,327,706</td><td>1,371,083</td><td>8,737,710</td><td>1,631,606</td><td>2,883,969</td></tr><tr><td>負債總額</td><td>357,623</td><td>1,347,621</td><td>214,008</td><td>2,129,786</td><td>559,314</td><td>776,488</td></tr><tr><td>股本</td><td>783,184</td><td>861,721</td><td>450,368</td><td>1,485,173</td><td>386,151</td><td>434,520</td></tr><tr><td>股東權益總額</td><td>3,905,313</td><td>3,980,085</td><td>1,157,075</td><td>6,607,924</td><td>1,072,292</td><td>2,107,481</td></tr><tr><td>營業收入</td><td>1,988,918</td><td>3,896,509</td><td>1,061,958</td><td>10,728,649</td><td>1,128,407</td><td>2,726,281</td></tr><tr><td>營業利益</td><td>424,321</td><td>566,953</td><td>118,969</td><td>1,585,563</td><td>73,965</td><td>605,532</td></tr><tr><td>稅前息前折舊攤銷前淨利(EBITDA)</td><td>470,897</td><td>715,405</td><td>183,696</td><td>2,046,691</td><td>130,185</td><td>679,719</td></tr><tr><td>稅前淨利</td><td>442,390</td><td>640,740</td><td>144,215</td><td>1,633,167</td><td>100,241</td><td>656,554</td></tr><tr><td>稅後淨利</td><td>429,673</td><td>542,562</td><td>113,103</td><td>1,373,687</td><td>65,680</td><td>540,970</td></tr><tr><td>每股淨值(元)</td><td>52.60</td><td>46.13</td><td>25.61</td><td>44.44</td><td>27.77</td><td>48.41</td></tr><tr><td>每股盈餘(元)</td><td>5.46</td><td>6.33</td><td>2.51</td><td>9.25</td><td>1.70</td><td>12.81</td></tr></table>資料來源：各公司民國 102 年經會計師核閱之合併財務報表(若該公司未編製合併財務報表，則以各該公司民國 102 年度經會計師查核簽證之個別財務報表)、台灣經濟新報資料庫</td></tr>
<tr><td>公開收購價格若參考鑑價機構之鑑價報告者，應說明該鑑價報告內容及結論：</td><td>不適用</td></tr>
<tr><td>收購人融資償還計畫若係以被收購公司或合併後存續公司之資產或股權為擔保者，應說明對被收購公司或合併後存續公司財務業務健全性之影響</td><td>就本案公開收購人之資金來源，其母公司美商艾科嘉將從其帳上現金及約當現金（包括短期可轉讓有價證券）中預留約美金 140,000,000 元(約當新台幣 42.42 億元，占總公開收購價金最高新台幣 70.78 億之 60%)，同時母公司將向財務機構 Stifel Financial Corporation 取得融資以支應不足之部分，並以母公司美商艾科嘉以及其在美國各子公司之主要部分之不動產、私有財產及混合性財產(包括但不逾被收購公司具有表決權股份之 65%部分)作為融</td></tr>
</table>

評估：	資擔保品。另依合併合約之約定，日後將以被收購公司之部分資金作為償還融資使用，本獨立專家認為因非直接以被收購公司之重要資產作為擔保品，且被收購公司帳上現金及約當現金計有新台幣 38.47 億(依其 2013/12/31 合併資產負債表所示)，仍高於融資金額，故本獨立專家認為對被收購公司之財務、業務健全性，應無直接重大之影響。

拾、其他重大資訊及其說明：無

附件一、公開收購人與被收購公司董事（經理人）所簽署之應賣協議書

TENDER AGREEMENT, dated as of April 26, 2014 (this "Agreement"), among Image Sub Limited, a Cayman Islands exempted company ("Acquisition Sub"), and the persons listed on Schedule A hereto (each, a "Stockholder" and collectively, the "Stockholders").

WHEREAS, Acquisition Sub plans to commence a tender offer to acquire all the outstanding ordinary shares of Integrated Memory Logic Limited, a Cayman Islands exempted company and listed on the Taiwan Stock Exchange (the "Company"), par value NT$10 per share (the "Company Common Stock"), for NT $91.00 per Company share in cash (the "Offer Price") (and such tender offer, the "Offer"), and the gross transaction value of the Offer for all of the outstanding ordinary shares of the Company will be approximately US$224,000,000 (NT$6,844,380,000);

WHEREAS, the Offer is subject to a minimum tender condition which requires that a number of shares of Company Common Stock at least equal to the Minimum Condition (as defined in Schedule C), are tendered into the Offer;

WHEREAS, as promptly as practical following the consummation of the Offer, Acquisition Sub and the Company intend to consummate a merger (the "Merger") in accordance with a merger agreement entered into by and between Acquisition Sub and the Company, dated as of the date hereof (the "Merger Agreement") and in accordance with applicable Law;

WHEREAS, each Stockholder owns the number of shares of Company Common Stock set forth opposite its name on Schedule A hereto (such shares of Company Common Stock, together with any other shares of capital stock of the Company acquired by the Stockholder after the date hereof and during the term of this Agreement, being collectively referred to herein as the "Subject Shares");

WHEREAS, it is the understanding between the parties hereto that to induce the Stockholders to enter into this Agreement, the parent company of Acquisition Sub, Exar Corporation, a Delaware corporation ("Parent"), has agreed to guarantee the performance of the obligations of Acquisition Sub hereunder and under the Merger Agreement by executing guarantee letters as of the date hereof in the form attached as Schedule B hereto (the "Guaranties"); and

WHEREAS, the Stockholders are willing to agree to tender their respective Subject Shares pursuant to the terms hereof after Acquisition Sub launches the Offer.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Representations and Warranties of the Parties. (I) Each Stockholder, solely as to itself and its own Subject Shares and not as to any other Stockholder or the Subject Shares of any other Stockholder, hereby represents and warrants to Acquisition Sub as follows:

(a) Authority; Execution and Deliver; Enforceability. Such Stockholder has all requisite power and authority to execute this Agreement and to perform its obligations hereunder. The execution and delivery by such Stockholder of this Agreement and consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of such Stockholder. Such Stockholder has duly executed and delivered this Agreement, and this Agreement constitutes the legal, valid and binding obligation of such Stockholder, enforceable

against such Stockholder in accordance with its terms, subject to (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors, and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies. The execution and delivery by such Stockholder of this Agreement do not, and the consummation of the transactions contemplated hereby and compliance with the terms hereof will not, conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of such Stockholder under, any provision of any Contract to which such Stockholder is a party or by which any properties or assets of such Stockholder are bound or, subject to the filings and other matters referred to in the next sentence, any provision of any Judgment or applicable Law applicable to the Stockholder or the properties or assets of such Stockholder. Except for reporting or registration of such Stockholder's transfer of the Subject Shares as contemplated hereunder pursuant to the Taiwan Securities and Control Act, no Consent of, or registration, declaration or filing with, any Governmental Entity is required to be obtained or made by or with respect to such Stockholder in connection with the execution, delivery and performance of its obligations under this Agreement.

(b) The Subject Shares. Such Stockholder is the record and beneficial owner of and has good and marketable title to, the Subject Shares set forth opposite its name on Schedule A hereto, free and clear of any Liens. Such Stockholder does not own, of record or beneficially, any shares of capital stock of the Company other than such Subject Shares. Such Stockholder has the sole right to vote such Subject Shares, and none of such Subject Shares is subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of such Subject Shares, except as contemplated by this Agreement.

(c) Brokers. No broker, investment banker, financial advisor or other person or entity ("person") is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with this Agreement or the consummation of the transactions contemplated hereby based upon arrangements made by or on behalf of such Stockholder.

(II) Representations and Warranties of Acquisition Sub. Acquisition Sub hereby represents and warrants to the Stockholders as follows: Acquisition Sub has all requisite corporate power and authority to execute this Agreement, the Merger Agreement and to consummate the transactions contemplated hereby and thereby. Parent has all requisite corporate power and authority to execute the Guaranties and to consummate the transactions contemplated thereby and by each of the Merger Agreement and this Agreement. The execution and delivery by Parent of the Guaranties and by Acquisition Sub of this Agreement, the Merger Agreement and the consummation of the transactions contemplated thereby and hereby have been duly authorized by all necessary action on the part of Parent and Acquisition Sub, respectively. Parent has duly executed and delivered the Guaranties and Acquisition Sub has duly executed and delivered this Agreement and the Merger Agreement, respectively. The Guaranties, this Agreement and the Merger Agreement constitute the legal, valid and binding obligation of Parent and of Acquisition Sub, in each case enforceable against Parent and Acquisition Sub, respectively, in accordance with their respective terms, subject to (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors, and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies. The execution and delivery by Parent of the Guaranties and by Acquisition Sub of this Agreement, and the Merger Agreement do not, and the consummation of the transactions contemplated thereby and hereby and compliance with the terms thereof and hereof will not, conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation

or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of either Parent or Acquisition Sub under, any provision of any Contract to which Parent or Acquisition Sub is a party or by which any properties or assets of Parent or Acquisition Sub are bound or, any provision of any Judgment or applicable Law applicable to Parent or Acquisition Sub or the properties or assets of Parent or Acquisition Sub. No Consent of, or registration, declaration or filing with, any Governmental Entity is required to be obtained or made by or with respect to Parent or Acquisition Sub in connection with the execution, delivery and performance of this Agreement, the Merger Agreement or the Guaranties, or the consummation of the transactions contemplated hereby and thereby, other than such reports by Acquisition Sub or Parent as may be required under applicable Law in connection with this Agreement, the Merger Agreement and the Guaranties and the transactions contemplated hereby and thereby.

Section 2. The Offer. Subject to Section 4:

(a) Provided that this Agreement shall not have been terminated in accordance with Section 4 hereof and provided that none of the events set forth in the Offer Conditions has occurred or is continuing and in the case of any such occurrence or continuation, Acquisition Sub has not otherwise waived the occurrence or continuation of such event(s), promptly after the date of this Agreement and in any event on or before the date that is five (5) business days after the date hereof, Acquisition Sub shall commence the Offer within the meaning of the applicable rules and regulations of the Taiwan Financial Supervisory Commission (the "FSC"). The obligations of Acquisition Sub to commence the Offer and accept for payment, and pay for, any shares of Company Common Stock tendered pursuant to the Offer (and not validly withdrawn) are subject to the satisfaction or waiver of each of the conditions set forth in Schedule C (such conditions, the "Offer Conditions"). The initial expiration date of the Offer shall be the 32nd day (which 32 day period shall also encompass 20 business days) following the commencement of the Offer (such date, the "Initial Expiration Date", and such date and any subsequent date to which the expiration of the Offer is extended pursuant to and in accordance with the terms of this Agreement, each an "Expiration Date"). In order for any stockholder of the Company to validly tender all or a portion of such stockholder's Company Common Stock into the Offer such stockholder shall, concurrent with such tender, provide any member of the executive management of the Company ("Company Management") with a proxy ("Tendered Proxies") to (x) allow such tendered shares of Company Common Stock to be counted as present at the Company Stockholder Meeting or any annual or extraordinary general meeting in which the Company Stockholder Approval is sought, and (y) vote, or grant a consent or approval in respect of, such tendered shares of Company Common Stock, in favor of granting the Company Stockholder Approval and, if applicable, against any Takeover Proposal. Acquisition Sub shall not withdraw or rescind the Offer unless such withdrawal or rescission is permitted under this Agreement and the Securities and Exchange Law of Taiwan and the regulations promulgated thereunder.

(b) Subject to applicable Law, Acquisition Sub expressly reserves the right to waive any Offer Condition or amend or modify the terms of the Offer by concurrent written notice to the Company and to the Stockholders, provided that (x) no such proposed amendment or modification shall be effective for any purpose if it could reasonably be expected to impose additional obligations or liability on the Stockholders with respect to the Offer or the consummation of the Offer other than as contemplated hereby,(y) any proposed amendment or modification that would require the amendment of any term of this agreement shall not be effective without such amendment having been made pursuant to Section 6, and (z) without the prior written consent of the Company and the Stockholders, Acquisition Sub shall not (i) reduce the number of shares of Company Common Stock subject to the Offer, (ii) reduce the

consideration payable in the Offer, (iii) waive the Minimum Condition (as defined in Schedule C) or (iv) change the form of consideration payable in the Offer. Subject to Section 4, (i) Acquisition Sub may extend the Offer for a period of up to 30 days only if and to the extent such extension is approved by the FSC, and (ii) Acquisition Sub may make such changes to the Offer as are required in order to comply with Regulation 14E of the U.S. Securities Exchange Act of 1934, as amended. The parties acknowledge and agree that all Subject Shares tendered to Acquisition Sub in the Offer pursuant to the terms hereof shall be counted for purposes of determining whether or not the Minimum Condition has been satisfied.

(c) On or prior to the date of commencement of the Offer, Acquisition Sub shall file with the FSC and submit to the Market Observation Post System of Taiwan ("MOPS") a Tender Offer Prospectus in due and proper form that complies in all material respects with the applicable form relating to the Offer (together with any supplements, amendments and exhibits thereto, and all deliveries, mailings and notices required by applicable Law, the "Offer Documents"). Acquisition Sub shall promptly correct any information in the Offer Documents if and to the extent that such information shall have become false or misleading in any material respect, and Acquisition Sub shall take all steps necessary to amend or supplement the Offer Documents and to cause the Offer Documents as so amended or supplemented to be timely filed with the FSC and published in the MOPS and to be timely disseminated to holders of Shares, in each case as and to the extent required by applicable FSC, TSE and MOPS rules and regulations. Acquisition Sub shall give the Company, the Stockholders and their respective counsel a reasonable opportunity to review and comment on the Offer Documents and all amendments and supplements to the Offer Documents prior to their being filed with the FSC and published in the MOPS and disseminated to holders of Shares. Acquisition Sub further hereby agrees to promptly provide the Company, the Stockholders and their respective counsel in writing with any comments Acquisition Sub or its counsel may receive from the FSC or the MOPS with respect to the Offer Documents promptly after the receipt of such comments, and shall promptly consult with and provide the Company, the Stockholders and their respective counsel a reasonable opportunity to review and comment on the response of Acquisition Sub to such comments prior to responding.

(d) Subject solely to the satisfaction or waiver by Acquisition Sub of the Offer Conditions in accordance with Section 2(b) hereof, Acquisition Sub shall promptly and in event within seven (7) business days after the then scheduled Expiration Date if at that time all of the Offer Conditions are satisfied (or waived by Acquisition Sub), accept for payment and pay for the shares of Company Common Stock validly tendered and not withdrawn pursuant to the Offer for the Offer Price. If Acquisition Sub is ordered by the FSC to amend the terms of the Offer according to applicable Law, Acquisition Sub shall promptly do so, and shall re-submit the Offer Documents and make a public announcement regarding such amendment, and the Expiration Date shall be re-started to count from the date Acquisition Sub re-submits the Offer Documents and makes such a public announcement.

(e) If, between the date of this Agreement and the first time at which Acquisition Sub accepts for payment and makes payment for any shares of Company Common Stock tendered pursuant to the Offer (the "Acceptance Time"), the outstanding shares of Company Common Stock are changed into a different number or class of shares by reason of any share issuance, share split, division or subdivision of shares, share dividend, reverse share split, consolidation of shares, reclassification, recapitalization or other similar transaction, then the Offer Price shall be adjusted accordingly.

Section 3. Agreement to Tender and Vote; Other Covenants of the Stockholders. Each Stockholder, solely as to itself and its own Subject Shares and not as to any other Stockholder or the Subject Shares of any other Stockholder, and Acquisition Sub, covenant and agree as follows:

(a) Agreement to Tender. Such Stockholder shall accept the Offer with respect to all the Subject Shares of such Stockholder and shall tender, on the Expiration Date, and Acquisition Sub shall accept for payment and shall pay for, all of such Subject Shares pursuant to the Offer and the terms of this Agreement if and only if (x) each of the prerequisites set forth in Schedule D attached hereto (the "Stockholder Prerequisites") is satisfied (or such prerequisite is waived by Acquisition Sub) and (y) Acquisition Sub shall have delivered to such Stockholder written notice that the Stockholder Prerequisites have been satisfied (or waived by Acquisition Sub) (the "Stockholder Notice") no later than one (1) business day prior to the Expiration Date (and which Stockholder Notice shall be presumed to confirm that the Stockholder Prerequisites remain satisfied as of the Expiration Date unless the Acquisition Sub delivers written notice to the contrary to each of the Stockholders prior to the tender of Subject Shares by any Stockholder, and if such notice to the contrary is delivered, then such Stockholder shall not so tender); provided, however, that in no event shall such Stockholder tender any Subject Shares into the Offer prior to the Expiration Date unless instructed to do so in the Stockholder Notice delivered by Acquisition Sub (which such Stockholder Notice may not be given by Acquisition Sub earlier than the 10th business day after the Offer commences and in which case, if such instruction is given, such Stockholder shall accept the Offer with respect to all of the Subject Shares of such Stockholder on the date indicated in such instruction, and Acquisition Sub shall accept for payment and shall pay for, all of such Subject Shares at the Acceptance Time pursuant to Section 2(d)). Acquisition Sub shall be required to deliver the Stockholder Notice to the Stockholders no later than one (1) business day prior to the Expiration Date so long all of the Stockholder Prerequisite are satisfied (or waived by Acquisition Sub) as of such time (and which Stockholder Notice shall be presumed to confirm that the Stockholder Prerequisites remain satisfied as of the Expiration Date unless the Acquisition Sub delivers written notice to the contrary to each of the Stockholders prior to the tender of Subject Shares by any Stockholder, and if such notice to the contrary is delivered, then such Stockholder shall not tender); provided, that Acquisition Sub may elect to deliver the Stockholder Notice to the Stockholders earlier than the Expiration Date. Such Stockholder shall not withdraw any Subject Shares of such Stockholder tendered pursuant to the Offer unless (i) the Offer shall have been terminated in accordance with applicable Law or has expired without Acquisition Sub purchasing all shares of Company Common Stock tendered (and not validly withdrawn) pursuant to the Offer, or (ii) this Agreement shall have been terminated in accordance with its terms; provided, however, that such Stockholder shall have no obligation under this Agreement if the Offer Price is amended to less than NT$91.00 per share.

(b) Agreement to Vote in Favor of Merger. (1) At any meeting of the stockholders of the Company called to seek the Company Stockholder Approval or in any other circumstances upon which a vote, consent or other approval with respect to the Merger Agreement, any other agreement contemplated hereby or thereby, the Offer or the Merger, or any other transaction contemplated hereby or by the Merger Agreement is sought, such Stockholder, subject to the provisions of this Agreement, shall (i) if a meeting is held, appear at such meeting or otherwise cause the Subject Shares to be counted as present at such meeting for purposes of establishing a quorum and (ii) vote (or cause to be voted) the Subject Shares in favor of granting the Company Stockholder Approval.

(2) Against Other Transactions. At any meeting of stockholders of the Company or at any postponement or adjournment thereof or in any other circumstances upon which the

Stockholder's vote, consent or other approval is sought, the Stockholder shall vote (or cause to be voted) the Subject Shares against (i) any merger agreement or merger (other than the Merger with Parent, Acquisition Sub or any entity designated by Parent or Acquisition Sub), consolidation, combination, scheme of arrangement, amalgamation, dual listed structure, sale of substantial assets, reorganization, recapitalization, dissolution, liquidation or winding up of or by the Company, (ii) any Takeover Proposal and (iii) any amendment of the Company Charter or other proposal or transaction involving the Company or any subsidiary of the Company, which amendment or other proposal or transaction would reasonably be expected to impede, frustrate, prevent or nullify any provision of the Merger Agreement, the Merger, or any other transaction with Parent, Acquisition Sub or any entity designated by Parent or Acquisition Sub or change in any manner the voting rights of any class of Company Capital Stock. The Stockholder shall not take or commit or agree to take any action inconsistent with the foregoing.

(3) Revoke Other Proxies. Such Stockholder represents that any proxies heretofore given by it in respect of its Subject Shares that may still be in effect are not irrevocable, and such proxies are hereby revoked.

(4) IRREVOCABLE PROXY; Solicitation of Proxies.

(i) During the term of this Agreement and, in the event of termination of this Agreement pursuant to the final paragraph of Section 4, the Survival Period, to the extent permitted by the Securities and Exchange Law of Taiwan and regulations promulgated thereunder, each Stockholder hereby irrevocably grants to, and appoints, the Stockholders who are members of the Company Management, and any person designated in writing by the Company (including the Company's securities agent), and each of them individually, as such Stockholder's proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of such Stockholder, to vote such Stockholder's Subject Shares, or grant a consent or approval in respect of such Subject Shares in a manner consistent with this Section 3(b)(4)(i). Each Stockholder understands and acknowledges that Acquisition Sub is entering into the Merger Agreement in reliance upon such Stockholder's execution and delivery of this Agreement. Each Stockholder hereby affirms that the irrevocable proxy set forth in this Section 3(b)(4)(i) is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of such Stockholder under this Agreement. Each Stockholder hereby further affirms that the irrevocable proxy is coupled with an interest and may under no circumstances be revoked during the term of this Agreement and, in the event of termination of this Agreement pursuant to the final paragraph of Section 4, the Survival Period. Each Stockholder hereby ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof. Such irrevocable proxy is executed and intended to be irrevocable during the term of this Agreement and, in the event of termination of this Agreement pursuant to the final paragraph of Section 4, the Survival Period, to the maximum extent permissible under applicable Law and the terms of this Agreement.

(ii) The Stockholders who are members of Company Management shall use the irrevocable proxy granted under Section 3(b)(4)(i) and all Tendered Proxies to (a) cause the related tendered shares of Company Common Stock to be counted as present at the Company Stockholder Meeting or any annual or extraordinary general meeting in which the Company Stockholder Approval is sought, and (b) vote, or grant a consent or approval in respect of, the related tendered shares of Company Common Stock, in favor

of granting the Company Stockholder Approval and, if applicable, against any Takeover Proposal.

(c) Fiduciary Responsibilities. Notwithstanding any other provision of this Agreement, nothing contained in this Agreement shall limit or prohibit such Stockholder solely in his or via its board representative's capacity as a director or executive officer of the Company from taking or omitting to take any action in such capacity that the Board of Directors or the executive officers of the Company are permitted to take or omit to take, pursuant to and in accordance with the terms of the Merger Agreement, and no such action taken (or omitted to be taken) by such Stockholder in any such capacity shall be deemed to constitute a breach of or a default under any provision of this Agreement.

(d) No Transfer. Other than pursuant to this Agreement, such Stockholder shall not (i) sell, transfer, pledge, assign or otherwise dispose of (including by gift, merger or operation of law), encumber, hedge or utilize a derivative to transfer the economic interest in (collectively, "Transfer"), or enter into any Contract, option or other arrangement (including any profit sharing arrangement) with respect to the Transfer of, any Subject Shares to any person other than pursuant to the Offer or (ii) enter into any voting arrangement, whether by proxy, voting agreement, voting trust or otherwise (including pursuant to any loan of Subject Shares), with respect to any Subject Shares. In addition, the Stockholder shall not commit or agree to take any of the foregoing actions. Notwithstanding the foregoing, nothing in this Agreement shall prohibit a transfer of Subject Shares by such Stockholder (i) to any controlled affiliate, or (ii) in the case of Stockholders who are natural persons, to any member of such Stockholder's immediate family, to a trust for the benefit of Stockholder or any member of Stockholder's immediate family, or upon the death of Stockholder; provided, however, that a Transfer referred to in this sentence shall be permitted only if, as a precondition to such Transfer, the transferee agrees in a writing, reasonably satisfactory in form and substance to Acquisition Sub, to be bound by all of the terms of this Agreement.

(e) No Solicitation. Each Stockholder shall not, nor shall it authorize any officer, director, employee or other representative of, such Stockholder to, directly or indirectly (i) solicit or initiate the submission of, any Takeover Proposal, (ii) enter into any Acquisition Agreement with respect to any Takeover Proposal or (iii) enter into, participate in or continue any discussions or negotiations regarding, or furnish to any person any information with respect to, or otherwise cooperate in any way with or facilitate or enable any Takeover Proposal.

(f) Press Releases; Public Statements. Such Stockholder shall not issue any press release or make any other public statement with respect to this Agreement or the consummation of the transactions contemplated hereby without the prior written consent of Acquisition Sub and the Company, except as may be required by applicable Law.

(g) Waiver of Appraisal Rights. Such Stockholder hereby waives, and agrees not to exercise or assert, any appraisal rights or dissenters' rights under Taiwan Law or Cayman Islands Law in connection with the transactions contemplated hereby.

(h) Notification of Certain Matters. Acquisition Sub and such Stockholder shall promptly notify each other of the discovery of any inaccurate, untrue or incomplete representations and warranties of Acquisition Sub or such Stockholder set forth in Section 1; provided, however, that the delivery of any notice pursuant to this Section 3(h) shall not (i) cure any breach of, or non-compliance with, any other provision of this Agreement or (ii) limit the

remedies available to the party sending or receiving such notice, including, without limitation, pursuant to this Section 3.

(i) Conduct of Directors. Subject to Section 3(c), upon and after the Acceptance Time, each Stockholder, in such Stockholder's capacity as a member of the Board of Directors of the Company, shall not take any action with respect to the Company, any of the Company's subsidiaries or any of their respective, assets, properties, securities or cash or cash equivalents without the prior written consent of Acquisition Sub, with such consent to be given in Acquisition Sub's sole discretion. Acquisition Sub hereby agrees to indemnify and hold harmless each Stockholder from and against any and all costs, fees and expenses (including without limitation reasonable attorneys' fees and investigation expenses), judgments, fines, losses, claims, damages, liabilities and amounts incurred in connection with any claim, legal proceeding, Judgment, arbitration, investigation or inquiry, whether civil, criminal, administrative or investigative, as incurred, arising in connection with or relating to any actual or alleged action or omission taken at the request, pursuant to the instruction or with the consent of Acquisition Sub after the Acceptance Time.

(j) Certain Matters. Each Stockholder, severally and not jointly, and the Acquisition Sub, agrees to the covenants set forth on Schedule E hereof.

Section 4. Termination. This Agreement may be terminated only as follows:

(a) upon the termination of the Merger Agreement;

(b) by mutual written consent of Acquisition Sub, on the one hand, and all of the Stockholders, on the other, at any time;

(c) by either Acquisition Sub on the one hand, or all of the Stockholders, on the other:

(i) if any court of competent jurisdiction or other Governmental Entity shall have issued a judgment, order, injunction, rule or decree, or taken any other action restraining, enjoining or otherwise prohibiting any of the transactions contemplated by this Agreement, and such judgment, order, injunction, rule, decree or other action shall have become final and nonappealable;

(ii) if the Offer shall not have been consummated in accordance with the applicable Laws and the terms and conditions of the Offer, on or prior to the Expiration Date;

(iii) if the FSC, the TSE or any other Governmental Entity objects to or prohibits, or in any way limits or revises, the Offer or this Agreement; provided, that this termination right may not be exercised by any party if Acquisition Sub is willing to agree to any such action by the TSE or FSC, and any such action by the TSE or FSC does not impose additional obligations or liability on the Stockholders;

(iv) if the Offer is properly withdrawn as a result of a material change to the financial or business conditions of the Company and such change is proved by Acquisition Sub, subject to the approval of the FSC; or

(d) by Acquisition Sub upon a Company Material Adverse Effect.

In the event of any termination of this Agreement other than that described in the following sentence, this Agreement shall forthwith become void and have no effect. In the event the Merger Agreement is terminated pursuant to Section 8.01(e) or is otherwise terminated pursuant to Section 8.01 in circumstances where a Takeover Proposal has been made directly to the shareholders of the Company or shall have otherwise become publicly known, this Agreement shall forthwith become void and have no effect, except that (i) the provisions of Sections 3(a), (b), (c), (d) and (e), 4, 5 and 6 of this Agreement shall survive the termination hereof and continue to be operative obligations for a period of two (2) months following the date of such termination (such period, the "Survival Period") and (ii) subject to the preceding clause (i), for a period of four (4) months following the expiration of the Survival Period (such period, the "ROFR Period"), each Stockholder shall not Transfer any Subject Shares unless prior to Transferring such Stockholder's Subject Shares to a third party, (A) such Stockholder has received an offer or proposal from such third party (including through a Takeover Proposal) to purchase such Subject Shares, (B) such Stockholder has first delivered a written offer notice (an "Offer Notice") to Acquisition Sub (or a designee thereof) providing Acquisition Sub the right of first refusal to purchase such Subject Shares for a period of up to five (5) business days at a per share price (the "Offer Notice Price") equal to the price at which such Stockholder proposes to Transfer such Subject Shares pursuant to such offer or proposal received from such third party, and upon receipt of such Offer Notice Acquisition Sub may accept such offer and form a binding contract to purchase all or a portion of such Subject Shares at the Offer Notice Price or a higher price, with the closing to occur three (3) business days after Acquisition Sub's written acceptance of the offer in such Offer Notice and (C) if Acquisition Sub does not accept in writing such Offer Notice by the end of such 5th business day, such Stockholder may Transfer such Subject Shares to such Third Party on the same terms set forth in the Offer Notice (and this clause (ii) shall survive termination of this Agreement for such four (4) month period). The parties acknowledge and agree that (x) neither the Transfer of Subject Shares by a Stockholder by operation of law (whether in connection with or as a result of a merger, similar business combination or otherwise of the Company), nor the sale by any Stockholder of Subject Shares in the open market to a person who is not making or planning to make a Takeover Proposal, during the Survival Period or ROFR Period shall be subject to the requirements set forth in this paragraph nor constitute a breach of any provision hereunder, (y) any Stockholder may Transfer any shares of Company Common Stock owned by it to any third party (whether or not such party is a person who is making or planning to make a Takeover Proposal) during the ROFR Period if Acquisition Sub fails to notify the subject Stockholder of its intent to purchase, and does consummate such purchase, within the requisite time periods specified above, and (z) the Stockholders shall have no liability under this Agreement or otherwise as a result of any such activity. If this Agreement or the Merger Agreement is terminated solely in the circumstance of a Financing Failure, then this paragraph (other than the first sentence this paragraph) shall terminate and cease to apply.

If this Agreement is terminated, no Stockholder shall tender any Subject Shares into the Offer, except for Subject Shares that were tendered prior to such termination (and this sentence shall survive any such termination). Notwithstanding the foregoing, nothing contained herein shall relieve any party hereto of liability for an intentional breach of its covenants or agreements set forth in this Agreement prior to such termination or for fraud. If this Agreement or the Merger Agreement is terminated solely in the circumstance of a Financing Failure, and Acquisition Sub pays the Reverse Termination Fee to the Company, then none of Acquisition Sub or Parent or their Representatives shall have any further liability under this Agreement

(capitalized terms in this sentence have meanings set forth in Merger Agreement, and this sentence shall survive any termination hereof).

Upon the Acceptance Time, the rights and obligations of the parties to this Agreement (other than Section 3(i) which continues until such time as (1) Acquisition Sub has nominated for election at least a majority of directors of the Company and (2) such nominees have been elected as directors of the Company) shall terminate in their entirety.

Section 5. Additional Matters. Each Stockholder shall, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as Acquisition Sub may reasonably request for the purpose of effectively carrying out such Stockholder's obligations hereunder.

Section 6. General Provisions.

(a) Amendments. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

(b) Notice. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or sent by overnight courier (providing proof of delivery) to Acquisition Sub at:

Image Sub Limited
48720 Kato Road
Fremont, CA 94538
Attention: General Counsel
Fax No.:
Email: thomasmelendrez@exar.com

with a copy to:

O'Melveny & Myers LLP
2765 Sand Hill Road
Menlo Park, California 94025
Attention: Paul S. Scrivano
Fax No.: (650) 473-2601
Email: pscrivano@omm.com

and

Lee and Li, Attorneys-at-Law
9F, No. 201, Tun Hua N. Road
Taipei 105, Taiwan, R.O.C.
Attention: C.T. Chang
Facsimile: 886-2-2713-3966
Email: ctchang@leeandli.com

and to each Stockholder at its address set forth on Schedule A hereto (or at such other address for a party as shall be specified by like notice).

(c) Interpretation. When a reference is made in this Agreement to sections, such reference shall be to a section to this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". This Agreement is in the English language, and while this Agreement may be translated into other languages, the English language version shall control.

(d) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

(e) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement. This Agreement shall become effective against Acquisition Sub when one or more counterparts have been signed by Acquisition Sub and delivered to the Stockholder. This Agreement shall become effective against the Stockholder when one or more counterparts have been executed by the Stockholder and delivered to Acquisition Sub. Each party need not sign the same counterpart.

(f) Entire Agreement; No Third-Party Beneficiaries. This Agreement (i) constitutes the entire agreement and supersedes all prior agreements, understandings and representations, both written and oral, among the parties with respect to the subject matter hereof and (ii) is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

(g) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflicts of laws principles of such State, except to the extent the laws of the Republic of China are mandatorily applicable to the Offer.

(h) Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise, by Acquisition Sub without the prior written consent of the Stockholders or by the Stockholders without the prior written consent of Acquisition Sub, and any purported assignment without such consent shall be void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

(i) Enforcement. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any federal court located in the State of Delaware, in any Delaware state court, this being in addition to any other remedy to which they are entitled at law or in equity. In addition, each of the parties hereto (a) consents to submit itself

to the exclusive personal jurisdiction of the Court of Chancery of the State of Delaware, New Castle County, or, if that court does not have jurisdiction, a federal court sitting in Wilmington, Delaware in the event any dispute arises out of this Agreement or any Transaction, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from such court, (d) agrees that it will not bring any action relating to this Agreement or any transactions contemplated hereby in any other court and (e) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

(j) Definitions. For purposes of this Agreement:

"Acquisition Agreement" means any letter of intent, agreement in principle, merger agreement, acquisition agreement, share purchase agreement, asset purchase agreement, share exchange agreement, option agreement or similar Contract relating to any Takeover Proposal.

"Action" means suit, action, hearing, investigation, inquiry, claim, charge, action, arbitration, governmental investigation or other legal or administrative proceeding.

"business day" means a day except a Saturday, a Sunday or other day on which the TSE or banks in Taipei, Taiwan or San Francisco, California, U.S. are authorized or required by Law to be closed.

"Cayman Companies Law" means the Cayman Islands Companies Law Cap. 22 (Law 3 of 1961, as consolidated and revised).

"Company Charter" means that certain Third Amended and Restated Memorandum and Articles of the Company, as amended to the date of this Agreement.

"Company Material Adverse Effect" means any change, effect, event, occurrence or state of facts ("Effect") that, taken alone or together with any other related or unrelated Effects: (i) is, or would reasonably be expected to be, materially adverse to the business, condition (financial or otherwise) or results of operations of the Company and the Company Subsidiaries, taken as a whole; *provided*, *however*, that none of the following shall be taken into account in determining whether there is, or would reasonably be expected to be, a Company Material Adverse Effect: (a) any adverse Effect relating to general market, economic or political conditions in the United States, in any country in which the Company or any of the Company Subsidiaries conducts business; (b) any adverse Effect relating to the industry in which the Company operates in general and not disproportionately affecting the Company and the Company Subsidiaries, taken as a whole; (c) any adverse Effect resulting from, arising out of or related to the announcement of the execution of this Agreement or the pendency of the Offer or the Merger; (d) any adverse Effect resulting from any actions taken by the Company or the Company Subsidiaries that are expressly requested by Acquisition Sub; (e) any adverse Effect resulting from acts of war, terrorism or natural disasters to the extent not disproportionately affecting the Company and the Company Subsidiaries relative to other industry participants; (f) any adverse Effect resulting from (1) any action or inaction by the Company taken or omitted to be taken with Acquisition Sub's prior written consent or at Acquisition Sub's prior written request, or (2) compliance by the Company with the terms of, or the taking of any action contemplated or that is required by, this Agreement; (g) any adverse Effect resulting from any change in applicable Law; (h) any adverse Effect resulting directly from Acquisition Sub's actions or inactions with respect to this Agreement or

any other Transaction Document or any other agreement, contract or course of dealing with or between Acquisition Sub and the Company; (i) any decline in the Company's share price or trading volume (it being understood that the Effect giving rise to such decline may be taken into account in determining whether there is, or would reasonably be expected to be, a Company Material Adverse Effect) or (j) any adverse Effect resulting from any failure to take any action (or to refrain from any action) for which the Company requested Acquisition Sub's prior written consent pursuant to Section 5.01 of the Merger Agreement and to which Acquisition Sub shall not have consented, or (ii) prevents or materially impedes or materially delays the ability of the Company to consummate the Offer, the Merger and the other transactions contemplated hereby or by the Merger Agreement.

"Company Reporting Documents" means all of the Company's filed reports, schedules, forms, statements and other documents (including exhibits and other information incorporated by reference therein) required to be filed by the Company with the FSC and the Taiwan Stock Exchange since January 1, 2011 pursuant to applicable Law, as well as any documents filed with the FSC or the Taiwan Stock Exchange by the Company voluntarily or otherwise during such period.

"Company Stockholder Approval" means, with respect to the Merger Agreement, the Plan of Merger and the Merger: (i) a special resolution, which requires the approval and authorization of the Merger Agreement, the a plan of merger to be filed with the Registrar of Companies of the Cayman Islands (the "Plan of Merger") and the Merger by the affirmative vote of a majority of not less than two-thirds of votes cast by such shareholders of the Company as, being entitled to do so, vote in person, or where proxies are allowed, by proxy at a general meeting attended by shareholders of the Company representing more than one-half of the total issued and outstanding shares of Company Common Stock, and (ii) a Supermajority Resolution as specified in the Third Amended and Restated Memorandum and Articles of the Company, as amended to the date of this Agreement, which requires a resolution adopted by a majority vote of the shareholders of the Company present and entitled to vote on such resolution at a general meeting attended in person or by proxy by shareholders of the Company who represent two-thirds or more of the total issued and outstanding shares of Company Common Stock or if the total number of shares of Company Common Stock represented by the shareholders of the Company present at the general meeting is less than two–thirds of the total outstanding shares of Company Common Stock, but more than half of the total outstanding shares of Company Common Stock, a resolution adopted at such general meeting by the shareholders of the Company who represent two-thirds or more of the shares of Company Common Stock present and entitled to vote on such resolution.

"Company Stockholder Meeting" means an annual general meeting of the Company's stockholders at which the Company Stockholder Approval is sought or an extraordinary general meeting of the Company's stockholders for the purpose of seeking the Company Stockholder Approval.

"Company Subsidiaries" means the subsidiaries of the Company.

"Consent" means any consent, approval, license, permit, order or authorization of any Governmental Entity.

"Contract" means any contract, lease, license, indenture, note, bond, agreement, permit, concession, franchise or other instrument.

"Filed Company Reporting Documents" means the Company Reporting Documents (excluding any disclosures in any "risk factors" section or any disclosures that are forward-looking or predictive in nature) filed and publicly available not less than two business days prior to the date of this Agreement.

"Governmental Entity" means any Taiwan, Cayman Islands, U.S. federal, state, local or foreign government or any court of competent jurisdiction, administrative agency, department or commission or other governmental authority or instrumentality, domestic or foreign, including any entity or enterprise owned or controlled by a government, or a public international organization.

"Judgment" means any judgment, order or decree.

"Law" means any statute, law (including common law), ordinance, rule or regulation.

"Legal Restraint" means any temporary restraining order, preliminary or permanent injunction or other Judgment issued by any court of competent jurisdiction or other Law, restraint or prohibition by any Governmental Entity

"Lien" means any pledge, lien, charge, mortgage, encumbrance or security interest of any kind or nature whatsoever.

"Takeover Proposal" means any proposal or offer made by a third party, directly or indirectly (i) for a merger, consolidation, amalgamation, share exchange, scheme of arrangement, dual listed company structure, business combination, liquidation, dissolution, joint venture, recapitalization, reorganization or other similar transaction involving the Company, (ii) for the issuance by the Company of more than 15% of its equity securities (including for cash or as consideration for the assets or securities of another person), (iii) to acquire in any manner (including by a tender offer or exchange offer), directly or indirectly, more than 15% of the equity securities or assets or businesses that represent or constitute more than 15% of the assets of the Company and the Company's subsidiaries or (iv) to sell or otherwise transfer (including through any arrangement having substantially the same economic effect of a sale of assets) assets or businesses that represent or constitute more than 15% of the assets of the Company and the Company Subsidiaries, taken as a whole, in a single transaction or a series of related transactions, in each case other than the transactions contemplated hereby or with Acquisition Sub or Parent.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, each party has duly executed this Agreement, all as of the date first written above.

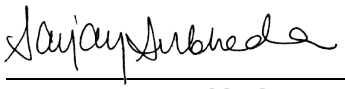
Image Sub Limited

By _____
Name: Louis DiNardo
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, each party has duly executed this Agreement, all as of the date first written above.

Name: **IML Holding Vehicle A, L.L.C.**

By: Storm Ventures Fund II, L.L.C
Its: Sole Member
By: Storm Ventures Associates II, L.L.C
Its: Managing Member

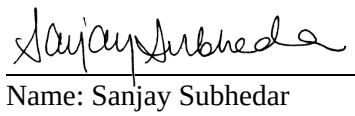
By 

Name: Sanjay Subhedar
Title: Managing Member

IN WITNESS WHEREOF, each party has duly executed this Agreement, all as of the date first written above.

Name: **IML Holding Vehicle B, L.L.C.**

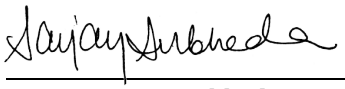
By: Storm Ventures Fund II, L.L.C
Its: Sole Member
By: Storm Ventures Associates II, L.L.C
Its: Managing Member

By 
Name: Sanjay Subhedar
Title: Managing Member

IN WITNESS WHEREOF, each party has duly executed this Agreement, all as of the date first written above.

Name: **IML Holding Vehicle C, L.L.C.**

By: Storm Ventures Fund II, L.L.C
Its: Sole Member
By: Storm Ventures Associates II, L.L.C
Its: Managing Member

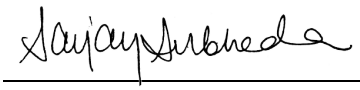
By 

Name: Sanjay Subhedar
Title: Managing Member

IN WITNESS WHEREOF, each party has duly executed this Agreement, all as of the date first written above.

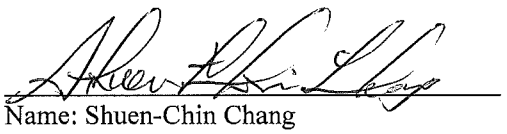
Name: **IML Holding Vehicle D, L.L.C.**

By: Storm Ventures Fund II(A), L.L.C
Its: Sole Member
By: Storm Ventures Associates II, L.L.C
Its: Managing Member

By 

Name: Sanjay Subhedar
Title: Managing Member

IN WITNESS WHEREOF, each party has duly executed this Agreement, all as of the date first written above.



Name: Shuen-Chin Chang

IN WITNESS WHEREOF, each party has duly executed this Agreement, all as of the date first written above.

Name: Yueh-Huei Hsu

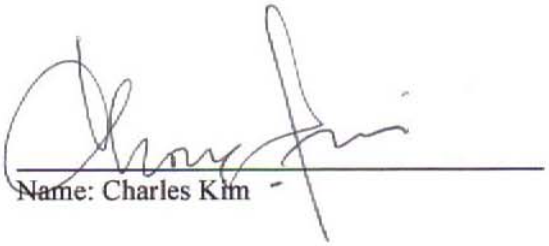
IN WITNESS WHEREOF, each party has duly executed this Agreement, all as of the date first written above.

Name: Mei Hu

IN WITNESS WHEREOF, each party has duly executed this Agreement, all as of the date first written above.

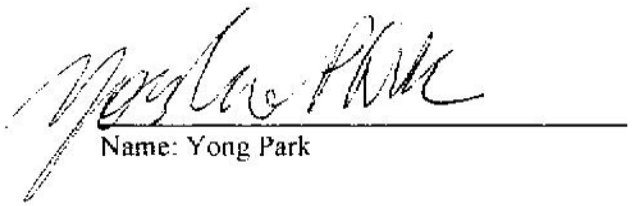
Name: Jin Kim

IN WITNESS WHEREOF, each party has duly executed this Agreement, all as of the date first written above.



Name: Charles Kim

IN WITNESS WHEREOF, each party has duly executed this Agreement, all as of the date first written above.



Name: Yong Park

SCHEDULE A

Shareholder Names	Ordinary Shares Owned	% of Fully Diluted Shares
Storm Ventures *	20,135,522	26.42%
Shuen-Chin Chang**	2,127,653	2.79%
Yong Park	1,000,712	1.31%
Charles Kim	749,343	0.98%
Mei Hu	203,017	0.27%
Jin Kim	164,736	0.22%
Total	24,380,983	31.99%

* "Storm Ventures" is IML Holding Vehicle A, L.L.C., IML Holding Vehicle B, L.L.C., IML Holding Vehicle C, L.L.C. and IML Holding Vehicle D, L.L.C.

** Includes Mr. Chang's wife, Yueh Huei Hsu.

SCHEDULE B

[See attached.]

EXAR CORPORATION
48720 Kato Road
Fremont, CA 94538

April 26, 2014

CONFIDENTIAL

The Stockholders signatory to the Tender Agreement
c/o Integrated Memory Logic Limited
1740 Technology Drive
Suite 320
San Jose, CA 95110

Re: Guaranty

Ladies and Gentlemen:

Reference is made to that certain Tender Agreement, dated as of April 26, 2014 (the "Agreement"), between Image Sub Limited, a Cayman Islands exempted company ("Acquisition Sub" or "Merger Subsidiary"), and the persons listed on Exhibit A thereto (each, a "Stockholder" and collectively, the "Stockholders"). Capitalized terms not otherwise defined in this guaranty (this "Guaranty") shall have the same meaning as set forth in the Agreement.

The parties hereto hereby agree as follows:

1. Acquisition Sub is a wholly owned subsidiary of Exar Corporation, a Delaware corporation ("Parent"). Parent irrevocably and unconditionally guarantees the due and punctual performance of the obligations of Acquisition Sub and its permitted assigns under the Agreement, subject to the terms and conditions of the Agreement, as primary obligor and not merely as surety, whether heretofore, now, or hereafter made, incurred or created, whether voluntary or involuntary and however arising, absolute or contingent, liquidated or unliquidated, determined or undetermined (collectively, the "Guaranteed Obligations") whether Acquisition Sub may be liable individually or jointly with others, whether or not recovery upon such Guaranteed Obligations may be or hereafter become barred by any statute of limitations, and whether or not such Guaranteed Obligations may be or hereafter become otherwise unenforceable. If, for any reason whatsoever, Acquisition Sub or any of its permitted assigns shall fail or be unable to duly, punctually and fully pay or perform the Guaranteed Obligations, Parent will forthwith pay or perform, or cause to be paid or performed, the Guaranteed Obligations. Parent hereby waives diligence, presentment, demand of payment, filing objections with a court, any right to require proceeding first against Acquisition Sub or any such permitted assign, any right to require the prior disposition of the assets of Acquisition Sub or any such permitted assign to meet their respective obligations, notice (except notice to be provided to Merger Subsidiary or its counsel in accordance with the Merger Agreement), protest and all demands whatsoever. This is a guaranty of payment and performance and not collectability. Parent's obligations hereunder are unconditional irrespective of the genuineness, validity, regularity or enforceability of the Guaranteed Obligations or any conduct of Acquisition Sub and/or any Stockholder which might constitute (and Parent hereby waives) a legal or equitable discharge of a surety, co-obligor, guarantor or guaranty (other than fraud or willful misconduct by the Company or any of its subsidiaries, or defenses to the payment of the Guaranteed Obligations that are available to Parent or Merger Subsidiary pursuant to the terms and provisions the Merger Agreement).

2. The Company shall not be obligated to file any claim relating to the Guaranteed Obligations, upon (a) the dissolution, insolvency or business failure of, or any assignment for benefit of creditors by, or commencement of any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceedings by or against, Acquisition Sub or Parent, or (b) the appointment of a receiver for, or the attachment, restraint of or making or levying of any order of court or legal process affecting, the property of Acquisition Sub or Parent, and the failure of the Company to so file shall not affect Parent's obligations hereunder.

3. The liability of Parent hereunder is exclusive and independent of any security for or other guaranty of the Guaranteed Obligations, whether executed by Parent or by any other party, and the liability of Parent hereunder is not affected or impaired by (a) any direction of application of payment by Acquisition Sub or by any other party, or (b) any other guaranty, undertaking or maximum liability of Parent or of any other party as to the Guaranteed Obligations, or (c) any payment on or in reduction of any such other guaranty or undertaking, or (d) any revocation or release of any Guaranteed Obligations of any other guarantor of the Guaranteed Obligations, or (e) any dissolution, termination or increase, decrease or change in personnel of Parent, or (f) any payment made to a Stockholder on the Guaranteed Obligations which the Stockholder repays to Acquisition Sub pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding, and Parent waives any right to the deferral or modification of Parent's Guaranteed Obligations hereunder by reason of any such proceeding.

4. The Obligations of Parent hereunder are independent of the obligations of Acquisition Sub, and a separate action or actions may be brought and prosecuted against Parent whether or not action is brought against Acquisition Sub and whether or not Acquisition Sub be joined in any such action or actions. Parent waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement thereof. Any payment by Acquisition Sub or other circumstance which operates to toll any statute of limitations as to Acquisition Sub shall operate to toll the statute of limitations as to Parent.

5. Parent authorizes the Stockholders (whether or not after termination of this Guaranty), without notice or demand (except as shall be required by applicable statute and cannot be waived), and without affecting or impairing its liability hereunder, from time to time to (a) renew, compromise, extend, increase, accelerate or otherwise change the time for payment of, or otherwise change the terms of Guaranteed Obligations or any part thereof, provided this clause (a) shall be subject to the amendment and modification provisions of the Tender Agreement; (b) take and hold security for the payment of this Guaranty or the Guaranteed Obligations and exchange, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as the Stockholders in their discretion may determine; (d) exercise or refrain from exercising any of its rights or Guaranteed Obligations under the Tender Agreement, at law or in equity; and (e) release or substitute any one or more endorsers, guarantors, Acquisition Sub or other obligors.

6. Parent waives, to the fullest extent permitted by applicable law, any right to require the Company to (a) proceed against or exhaust remedies against Merger Subsidiary or any other party; (b) proceed against or exhaust any security held from Merger Subsidiary or any other party; (c) pursue any other remedy in the Company's power whatsoever; or (d) apply any such security first against any other person or guarantor who may be liable to Company, in whole or in part, for the Guaranteed Obligations. Parent waives , to the fullest extent permitted by applicable law, any personal defense based on or arising out of any personal defense of Merger Subsidiary other than payment in full of the Guaranteed Obligations, fraud or willful misconduct by the Company or any of its subsidiaries, or defenses to the payment of the Guaranteed Obligations that are available to Parent or Merger Subsidiary pursuant to the terms and provisions of the Merger Agreement, such waiver including, without limitation, any defense

based on or arising out of the disability of Merger Subsidiary, the unenforceability of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of Merger Subsidiary other than payment in full of the Guaranteed Obligations, fraud or willful misconduct by the Company or any of its subsidiaries, or defenses to the payment of the Guaranteed Obligations that are available to Parent or Merger Subsidiary pursuant to the terms and provisions the Merger Agreement.

7. Until the Guaranteed Obligations have been paid and performed in full, Parent hereby waives any claim or other rights which Parent may now have or may hereafter acquire against Acquisition Sub or any other guarantor of all or any of the Guaranteed Obligations that arise from the existence or performance of the Guaranteed Obligations under this Guaranty, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, or indemnification, any right to participate in any claim or remedy against Acquisition Sub, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, by any payment made hereunder or otherwise.

8. No right or power of any Stockholder hereunder shall be deemed to have been waived by any act or conduct on the part of any Stockholder, or by any neglect to exercise such right or power, or by any delay in so doing, and every right or power shall continue in full force and effect until specifically waived or released by an instrument in writing executed by such Stockholder.

9. Parent is a legal entity duly organized, validly existing and (to the extent applicable) in good standing under the laws of its jurisdiction of organization. Parent has all requisite corporate power and authority and has taken all corporate action necessary in order to execute, deliver and perform its obligations under this Guaranty. This Guaranty has been duly approved, executed and delivered by Parent and is a valid and binding agreement of Parent, enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally or by principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

10. Notwithstanding anything to the contrary in this Guaranty, (i) it is expressly understood that this Guarantee is subject to Sections 6.08(d) and 6.08(e) of the Merger Agreement, and that solely in the circumstance of a Financing Failure this Guaranty may not be enforced without giving effect to such Sections 6.08(d) and 6.08(e), (ii) accordingly, in the event that the Merger Agreement is terminated as described in Section 6.08(d) for a Financing Failure, and Parent or Merger Subsidiary pays the Reverse Termination Fee to the Company, the Reverse Termination Fee shall be the exclusive remedy available to the Company and/or the Stockholders as against Parent or Merger Subsidiary or their Representatives or the Financing Parties or their Representatives and this Guaranty shall thereafter terminate, and (iii) it is understood and agreed that the Financing Parties are intended express third party beneficiaries of this Section. Capitalized terms used without definitions in this Section have the meanings assigned to them in the Merger Agreement, dated as of the date hereof, between Acquisition Sub and Integrated Memory Logic Limited.

11. Parent shall not transfer or assign, in whole or in part, any of its obligations under this Guaranty. There are no third party beneficiaries of this Guaranty. This Guaranty is in English, and if translated, the English version shall control.

12. This Guaranty shall be governed by the laws of the State of Delaware without regard to conflicts of laws principles of such State. The parties submit to the exclusive jurisdiction of the federal and state courts in the State of Delaware. Notwithstanding the foregoing, any actions brought against the Financing Parties shall be governed by the laws of the State of New York and in a federal or state court in the State of New York. THE PARTIES WAIVE TRIAL BY JURY.

13. If the Tender Agreement is terminated in accordance with its terms, then this Guaranty shall also terminate at such time; provided that the foregoing shall not relieve any party hereto for liability for, and this Guaranty shall not terminate to the extent of, any willful and material breach of the Tender Agreement prior to such termination.

[Signature Page Follows]

If the foregoing correctly reflects the agreement between us, please sign and return to us a copy of this Guaranty.

Very truly yours,

EXAR CORPORATION

By: _____
Name: Louis DiNardo
Title: President and Chief Executive Officer

Acknowledged and Agreed to as
of the date first written above:

Name:_____

By _____
Name:
Title:

_____
Name

SCHEDULE C

Conditions of the Offer

Notwithstanding any other term of the Offer or this Agreement, Acquisition Sub shall not be required to accept for payment or, subject to any applicable rules and regulations of the FSC and TSE, including applicable rules and regulations relating to Acquisition Sub's obligation to pay for or return tendered shares of Company Common Stock promptly after the termination or withdrawal of the Offer), to pay for any shares of Company Common Stock tendered into the Offer unless there shall have been validly tendered and not withdrawn prior to the expiration of the Offer that number of shares of Company Common Stock which would represent at least seventy percent (70%) of the outstanding shares of Company Common Stock (which must in any event include at least 66-2/3% of the Fully Diluted Shares), inclusive of the Subject Shares (the "Minimum Condition"). The term "Fully Diluted Shares" means, and the phrase on a "Fully Diluted Basis" means, taking into account, all outstanding securities entitled generally to vote in the election of directors of the Company on a fully diluted basis, after giving effect to the exercise or conversion of all options, rights and securities exercisable or convertible into such voting securities. Furthermore, notwithstanding any other term of the Offer or this Agreement, Acquisition Sub shall not be required to accept for payment or, subject as aforesaid, to pay for any shares of Company Common Stock not theretofore accepted for payment or pay for, and may terminate, extend or amend the Offer, if, at any time on or after the date of this Agreement and before the expiration of the Offer, any of the following conditions exists:

(a) there shall be threatened or pending any Action by any Governmental Entity or any other person, (i) challenging the acquisition by Acquisition Sub of any Company Common Stock, seeking to restrain or prohibit the making or consummation of the Offer or the Merger or any other transaction contemplated hereby, or seeking to obtain from the Company or Acquisition Sub or any controlling person thereof any damages that are material in relation to the Company and the Company Subsidiaries taken as a whole, (ii) seeking to prohibit or limit the ownership or operation by the Company, Acquisition Sub, any controlling person or entity of Acquisition Sub, or any of their respective subsidiaries of any material portion of the business or assets of the Company, Acquisition Sub, such controlling person or entity of Acquisition Sub, or any of their respective subsidiaries, or to compel the Company, Acquisition Sub, any controlling person or entity of Acquisition Sub, or any of their respective subsidiaries to dispose of or hold separate any material portion of the business or assets of the Company, Acquisition Sub, any controlling person or entity of Acquisition Sub, or any of their respective subsidiaries, as a result of the Offer, the Merger or any other transaction contemplated hereby, (iii) seeking to impose limitations on the ability of Acquisition Sub or any controlling person or entity of Acquisition Sub to acquire or hold, or exercise full rights of ownership of, any shares of Company Common Stock, including the right to vote the Company Common Stock purchased by it on all matters properly presented to the stockholders of the Company, (iv) seeking to prohibit Acquisition Sub, any controlling person or entity of Acquisition Sub or any of their respective subsidiaries from effectively controlling in any material respect the business or operations of the Company and the Company Subsidiaries, or (v) which otherwise is reasonably likely to have a Company Material Adverse Effect (any of the foregoing consequences described in clauses (i) through (v), a "Burdensome Consequence");

(b) any Legal Restraint shall be in effect providing for the consequences in clause (a) above; or

(c) the Company suffers any material change in its financial or business condition and such change is proven by Acquisition Sub.

The foregoing conditions are for the sole benefit of Acquisition Sub and may be asserted by Acquisition Sub regardless of the circumstances giving rise to such condition or may be waived by Acquisition Sub in whole or in part at any time and from time to time in its sole discretion. The failure by Acquisition Sub or any other affiliate of Acquisition Sub at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right, the waiver of any such right with respect to particular facts and circumstances shall not be deemed a waiver with respect to any other facts and circumstances and each such right shall be deemed an ongoing right that may be asserted at any time and from time to time. The other capitalized but undefined terms used in this Schedule C shall have the meanings set forth in this Agreement to which it is a schedule.

SCHEDULE D

Stockholder Prerequisites

(a) Since the date of the most recent audited financial statements included in the Filed Company Reporting Documents there shall not have occurred any change, effect, event, occurrence or state of facts that, individually or in the aggregate, has had a Company Material Adverse Effect;

(b) The representations and warranties of each Stockholder set forth in this Agreement shall be true and correct in all respects, as of the date of this Agreement and as of the Expiration Date as though made on the Expiration Date, except to the extent that such representations and warranties expressly relate to an earlier date (in which case on and as of such earlier date);

(c) (i) The representations and warranties of the Company in Section 3.03 of the Merger Agreement shall be true and correct in all but de minimis respects and in Sections 3.04, 3.13 and 3.20 of the Merger Agreement shall be true and correct in all material respects, as of the date of the Merger Agreement and as of the Expiration Date as though made on the Expiration Date, except to the extent that such representations and warranties expressly relate to an earlier date (in which case on and as of such earlier date), and (ii) each of the other representations and warranties of the Company in the Merger Agreement shall be true and correct in as of the date of the Merger Agreement and as of the Expiration Date as though made on the Expiration Date, except to the extent that such representations and warranties expressly relate to an earlier date (in which case on and as of such earlier date), in each case determined without regard to qualification as to materiality or Company Material Adverse Effect, but only if, for purposes of this clause (ii), the failure of any such representations and warranties to be so true and correct has not resulted in, or could not reasonably be expected to result in, individually or in the aggregate, a Company Material Adverse Effect;

(d) the Company shall have performed in all material respects all obligations and complied in all material respects with all agreements and covenants of the Company to be performed or complied with by it under the Merger Agreement; provided, that the Company shall have complied in all respects with Section 5.01(a)(i) and Section 5.01(a)(ii) of the Merger Agreement;

(e) this Agreement and the Merger Agreement shall not have been terminated in accordance with their respective terms; and

(f) the Company and the Company Subsidiaries shall have cash in their exclusively owned and controlled bank accounts in the amount of at least US$130,000,000.

The foregoing prerequisites are for the sole benefit of Acquisition Sub and may be asserted by Acquisition Sub regardless of the circumstances giving rise to such prerequisite or may be waived by Acquisition Sub in whole or in part at any time and from time to time in its sole discretion. The failure by Acquisition Sub or any other affiliate of Acquisition Sub at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right, the waiver of any such right with respect to particular facts and circumstances shall not be deemed a

waiver with respect to any other facts and circumstances and each such right shall be deemed an ongoing right that may be asserted at any time and from time to time. The other capitalized but undefined terms used in this Schedule D shall have the meanings set forth in this Agreement to which it is a schedule.

In no event shall any Stockholder have any liability to Acquisition Sub, or any of its successors, assigns or affiliates, with respect to or as a result of the failure, in and of itself, of any of the Stockholder Prerequisites set forth in this Schedule D to be satisfied.

SCHEDULE E

Each Stockholder hereby severally, and not jointly, and the Acquisition Sub agree that: such Stockholder shall pay and discharge any taxes to the extent required to be paid by such Stockholder to the PRC (or any Governmental Entity thereof) (the "PRC Tax Authorities") under PRC Circular 698 issued by the PRC State Administration for Taxation including any of its local bureaus ("SAT") on December 10, 2009 that are owed by such Stockholder as a result of such Stockholder selling its Shares pursuant to the Offer and the Merger (" PRC Taxes"). To the extent that the PRC Tax Authorities instead recover such Stockholder PRC Taxes from Parent, Acquisition Sub or the Company, such Stockholder, following the Company's delivery of reasonably detailed documentation evidencing (i) the PRC Tax Authorities' request for payment of such PRC Taxes and (ii) a calculation of the amount of PRC Taxes that the Company in good faith believes are due and payable by such Stockholder, shall review such information and following such Stockholder's verification of its accuracy shall pay the amount of any such Stockholder PRC Taxes to Parent, Acquisition Sub or the Company, as the case may be. Such Stockholder shall promptly apprise the Company of any discrepancy that the Stockholder reasonably believes may exist in the documentation provided by the Company in connection with the PRC Taxes and in such event the parties shall reasonably cooperate with each other to resolve such discrepancy as soon as practicable. The Company, Acquisition Sub and the Stockholders shall mutually cooperate and consult in advance in connection with any documents and any reporting to the SAT in connection with the transactions contemplated hereby and by the Merger Agreement. The Company and Acquisition Sub shall ensure that the Stockholders are given a full and fair opportunity to participate in any discussions, meetings and telephone calls with, and to review and comment on any correspondence with and submissions to the SAT by the Company in connection with the transactions contemplated hereby and by the Merger Agreement.

（中文節譯僅供參考）
應賣合約

本應賣合約（下稱「**本合約**」）由 Image Sub Limited（為一英屬開曼群島豁免公司，下稱「**收購方**」）與本合約附件A所載之股東（下稱「**被收購公司股東**」）於 2014 年 4 月 26 日簽署訂立。

緣起

緣安恩科技股份有限公司為一英屬開曼群島豁免公司且其股票（每股面額新臺幣 10 元）已於臺灣證券交易所上市交易（下稱「**被收購公司**」），收購方擬公開收購被收購公司全部已發行之普通股（下稱「**預定收購股份**」），收購對價為每股新臺幣 91 元並以現金支付（下稱「**收購對價**」，且該公開收購下稱「**本公開收購**」），本公開收購就被收購公司全部已發行普通股之總交易金額將約為美金 224,000,000 元（新臺幣 6,844,380,000 元）；

緣本公開收購以最低收購數量為條件，亦即應賣之股份需達最低收購數量（如本合約附件 C 所定義）；

緣收購方於完成本公開收購後，於實際可行時，將立即依收購方與被收購公司於本合約簽約日所簽署訂立之合併合約（下稱「**合併合約**」）及相關法令規定，與被收購公司合併（下稱「**本次合併**」）；

緣各被收購公司股東擁有如本合約附件 A 所記載數量之預定收購股份（該等預定收購股份，以及被收購公司股東於本合約簽約日起且於本合約期間內所取得被收購公司之任何其他股份，以下合稱「**應賣股份**」）；

緣雙方當事人瞭解，為減少簽訂本合約之被收購公司股東之人數，收購方之母公司（即美商艾科嘉股份有限公司，為一美國德拉瓦州公司，下稱「**收購方母公司**」）已同意依本合約附件 B 之格式於本合約簽約日當日簽署一份或數份保證函(下稱「**保證函**」)以保證收購方履行其於本合約及合併合約下之義務；及

緣各被收購公司股東同意於收購方開始進行本公開收購後，依本合約之約定應賣其各自之應賣股份。

爰此，本合約當事人同意下列條款：

第一條　當事人之聲明保證

(I) 被收購公司股東僅就其自身及其所有之應賣股份（且未就任何其他被收購公司股東或任何其他被收購公司股東之應賣股份），茲向收購方聲明及保證如下：

(a) 授權；簽署及交付；可執行性

被收購公司股東具備簽署及交付本合約及履行本合約下義務之所有權能及授權。被收購公司股東簽署及交付本合約及進行本合約下之交易，就被收購公司股東方面，已依所有必要之行為取得授權。被收購公司股東已適當簽署及交付本合約，且本合約構成對被收購公司股東合法、有效及有拘束力之義務，且得依其條款對被收購公司股東執行，但仍受限於(i)一般破產、清算及債務人救濟等相關法律規定之拘束，及(ii)強制履行、禁令救濟及其他衡平法下補救措施等相關法律原則之拘束。被收購公司股東簽署及交付本合約、進行本合約下之交易、及遵循本合約之約定，並未與以被收購公司股東為當事人或拘束其財產或資產之任何合約之任何條款有所衝突、導致任何違約、不履行（無論是否為通知或已完成時效，或兩者兼有）、發生終止權、解除權、或加速任何債務之權利、喪失重大利益、或導致就被收購公司股東之財產或資產上於該合約下發生任何擔保權利，或因此受限於下一段所指之申請或任何事項，或受限於適用於該被收購公司股東或其財產或資產之任何裁判或相關法令。除被收購公司股東依本合約轉讓應賣股份而依臺灣證券交易法應為之申報或登記，就被收購公司股東簽署及交付本合約，及履行其於本合約下之義務，不須取得任何政府機構之同意或向任何政府機構辦理任何登記、聲明、或申請。

(b) 應賣股份

有關本合約附件 A 所記載被收購公司股東為所有人之應賣股份，被收購公司股東為登記所有權人，擁有完好且可轉讓之權利，且其上未設定任何擔保權利。被收購公司股東除該等應賣股份外，無論是做為登記之所有人或其他受益人，並不擁有被收購公司之任何其他股份。被收購公司就應賣股份單獨擁有投票權，且除本合約之約定外，該投票權未為任何信託，或受任何合約、安排或限制之拘束。

(c) 經紀商

無任何經紀商、投資銀行、財務顧問或其他任何人或機構有權依被收購公司股東所簽署或代理其簽署之合約，主張與本合約或本合約下之交易有關之任何經紀商、發現人或財務顧問費用或報酬，或其他類似之費用或報酬。

(II) 收購方之聲明及保證

收購方茲此向被收購公司股東聲明及保證如下：

收購方具備簽署及交付本合約、合併合約及進行本合約、合併合約下之交易之所

有權能及授權；收購方母公司具備簽署及交付保證函及進行保證函下及本合約與合併合約下交易之所有權能及授權。收購方母公司簽署及交付保證函及進行保證函下之交易，及收購方簽署及交付本合約、合併合約及進行本合約、合併合約下之交易，皆已分別依其所有必要之行為取得授權。收購方母公司及收購方已分別依法簽署及交付保證函及本合約、合併合約。保證函構成對收購方母公司合法、有效及有拘束力之義務，且本合約、合併合約構成對收購方合法、有效及有拘束力之義務，且於各該情形下，得分別依其條款對收購方母公司及收購方執行，但仍受限於(i)一般破產、清算及債務人救濟等相關法律規定之拘束，及(ii)強制履行、禁令救濟及其他衡平法下補救措施等相關法律原則之拘束。收購方母公司簽署及交付保證函、進行保證函下之交易、及遵循保證函之約定，及收購方簽署及交付本合約、合併合約、進行本合約、合併合約下之交易、及遵循本合約、合併合約之約定，並未與以收購方母公司或收購方為當事人或拘束收購方母公司或收購方之財產或資產之任何合約的任何條款有所衝突、導致任何違約、不履行（無論是否為通知或已完成時效，或兩者兼具）、發生終止權、解除權或加速任何債務之權利、喪失重大利益、或導致就收購方母公司或收購方之財產或資產上於該合約下發生任何擔保權利，或因此受限於適用於收購方母公司或收購方或收購方母公司或收購方之財產或資產之任何裁判或相關法令。除收購方或收購方母公司就本合約、合併合約及保證函及本合約、合併合約及保證函下之交易依相關法令規定可能需向政府機構為申報外，就收購方母公司或收購方簽署、交付及履行本合約、合併合約及保證函，或進行本合約、合併合約及保證函下之交易，不須取得任何政府機構之同意或向任何政府機構辦理任何登記、聲明、或申請。

第二條　　本公開收購

於不違反本合約第 4 條規定之情形下：

(a) 若本合約未依本合約第 4 條規定終止、收購條件所指之事件均未發生或在持續中、且若發生該等事件或該等事件在持續中而收購方未另外為豁免者，收購方應於本合約簽約日後，立即且至遲不得晚於五個營業日內，開始進行臺灣金融監督管理委員會（下稱「**金管會**」）相關命令所指之本公開收購。收購方進行本公開收購之義務，以及就依本公開收購應賣之任何預定收購股份（且未有效撤銷應賣）接受股票之交付並給付收購對價之義務，應繫於本合約附件 C 所記載各項條件（下稱「**收購條件**」）之成就或拋棄。本公開收購之初次收購期間屆滿之日應為本公開收購開始進行後之第 32 日（該等 32 日之期間應同時包括 20 個營業日；該日下稱「**初次公開收購期間屆滿日**」，而該初次公開收購期間屆滿日以及其後任一依本合約規定延長之公開收購期間屆滿日，下稱「**公開收購期間屆滿日**」）。被收購公司股東為於本公開收購中有效應賣其全部或部份預定收購股份，該被收購公司股東應於應賣之同時，提供委託書（下稱「**應賣委託書**」）予被收購公司之執

行管理部門之任一成員（下稱「**被收購公司管理部門**」），(x)使該等應賣之預定收購股份得記入被收購公司股東會或為取得被收購公司股東同意之任何成員年會或臨時會之出席數，及(y)為取得被收購公司股東同意，使該等應賣之預定收購股份投票贊成、為同意或核准，且於適用時，反對任何收購計畫。除依本合約及臺灣證券交易法及依該法發布之命令所允許外，公開收購人不得撤回或撤銷本公開收購。

(b) 於不違反相關法令規定之情形下，收購方明示保留得依其對被收購公司及被收購公司股東之書面通知而同時拋棄任何收購條件、或修正或變更本公開收購相關規定之權利，但(x)若可合理預期該等擬為之修正或變更將對被收購公司股東對本公開收購之應賣、或本公開收購之進行加諸本合約下額外之義務或責任者，該等修正或變更應不生效力；(y)若任何擬為之修正或變更將需要修正本合約之任何條款者，未依本合約第 6 條修正本合約條款前，該等擬為之修正或變更應不生效力；及(z)未經被收購公司及被收購公司股東事前書面同意，收購方不得(i)降低本公開收購中預定收購股份之數量，(ii)降低公開收購價格，(iii)拋棄最低收購數量條件（如**附件 C** 之定義），或(iv)變更本公開收購給付收購對價之形式。於不違反本合約第 4 條規定之情形下，(i)收購方僅得於取得金管會核准時，延長公開收購期間最長 30 日，及(ii)收購方為遵守美國 1934 年證券交易法下之 Regulation 14E（暨其嗣後修正），得依要求對本公開收購為相應修正。雙方當事人瞭解並同意，於決定是否達成最低收購數量時，依本合約於本公開收購中向收購方應賣之所有應賣股份均應列入計算。

(c) 於開始進行本公開收購之日或之前，收購方應就本公開收購依符合所有重大規定之適當格式檢具公開收購說明書（公開收購說明書及其增補、修正及附件，暨相關法令規定所要求之所有交付、郵件及通知，以下合稱「**收購文件**」）向金管會申報，並抄送臺灣之公開資訊觀測站（下稱「**公開資訊觀測站**」）。若收購文件上之任何資訊嗣後於任何重要層面變成不正確或可能產生誤解，收購方應立即更正該等資訊，且收購方應採取所有必要行動以修正或增補收購文件，使依此修正或增補之收購文件得依金管會、臺灣證券交易所及公開資訊觀測站之規定（依其適用情形），及時向金管會申報、於公開資訊觀測站上公告、及交付予應賣股份之持有人。收購方應使被收購公司、被收購公司股東及其等之顧問有合理機會，且被收購公司、被收購公司股東及其等之顧問應被附予該等合理機會，於收購文件及其所有修正及增補被向金管會申報、公告於公開資訊觀測站、及交付予應賣股份之持有人前，得審閱收購文件及其所有修正及增補，並提出意見。收購方茲此並同意以書面方式，將收購方或其顧問所可能接到金管會或公開資訊觀測站對收購文件之任何意見，於其接到該等意見後，立即提供予被收購公司、被收購公司股東及其等之顧問；且於收購方回應金管會或公開資訊觀測站之意見前，立即諮詢被收購公司、被收購公司股東及其等之顧問之意見，並使其有合理機會得審閱收購方之回應並提出意見。

(d) 僅於收購方依本合約第 2(b)條滿足或拋棄收購條件之情形下，如當時所有收購條件均已成就或收購方均已拋棄該等條件時，收購方就依本公開收購有效應賣且未撤銷應賣之預定收購股份，應於當時之公開收購期間屆滿日後，立即且至遲應於該公開收購期間屆滿日後七個營業日內，接受股票之交付並給付收購對價。若金管會命令收購方依相關法令規定變更本公開收購相關規定，收購方應立即為之，並應就該等變更重新檢具收購文件向金管會申報並為公告，且應自收購方重新申報收購文件及公告之日起，重新計算公開收購期間屆滿日。

(e) 自本合約簽約日起至收購方就依本公開收購所應賣之任何預定出售股份初次接受股票之交付並支付收購對價（下稱「**接受應賣日**」）之期間內，若剩餘之預定收購股份因發行新股、股份分割、分派股利、股票股利、股份反分割、股份合併、股份重分類、資本重組、或其他類似交易，致其數量或類型有變更者，收購價格將據此調整。

第三條　應賣與表決權協議暨其他被收購公司股東之承諾事項

被收購公司股東僅就其自身及其所有之應賣股份（且未就任何其他被收購公司股東或其他被收購公司股東之應賣股份），及收購方，承諾及同意如下：

(a) 應賣協議

於（且僅於）(x)本合約附件 D 所列先決條件（下稱「**被收購公司股東先決條件**」）皆成就（或收購方拋棄被收購公司股東先決條件）時，及(y)收購方最遲於公開收購期間屆滿日之一個營業日前已以書面方式通知被收購公司股東表示被收購公司股東先決條件已成就（或收購方已拋棄）（下稱「**被收購公司股東通知**」）時（且除收購方於被收購公司股東就其應賣股份提出應賣前，以書面通知方式為相反之表示者外，該被收購公司股東通知應推定係確認被收購公司股東先決條件於公開收購期間屆滿日前依然成就；倘該書面通知確實為相反之表示，則該被收購公司股東不得應賣），被收購公司股東就其所持有之全部應賣股份應接受本公開收購，且於公開收購期間屆滿日應依本公開收購及本合約條款就其全部所有之應賣股份向收購方提出應賣，且收購方亦應接受股票之交付並給付收購對價。且除依收購方所交付之被收購公司股東通知所記載之指示者外（且該等被收購公司股東通知之交付不得早於本公開收購開始後的第十個營業日，且於該情形，若已為該指示，被收購公司股東應於被收購公司股東通知所指示之日就其持有之全部應賣股份接受本公開收購，且收購方亦應於接受應賣日依本合約第 2(d)條規定就所有應賣股份接受股票之交付並給付收購對價）。收購方最遲應於公開收購期間屆滿日之一個營業日前交付被收購公司股東通知予被收購公司股東（只要被收購公司股東先決條件於當時均已成就（或收購方已拋棄））（且除收購方於被收購公司股東就其應賣股份提出應賣前，以書面方式為相反之表示者外，該被收購公司股東通知應

推定係確認被收購公司股東先決條件於公開收購期間屆滿日前依然成就；倘該書面通知確實為相反之表示，則該被收購公司股東不得應賣），但收購方得選擇於公開收購期間屆滿日前交付被收購公司股東通知予被收購公司股東。除有下列情事外，被收購公司股東不得撤銷其依本公開收購所應賣之任何應賣股份：(i)本公開收購依相關法令規定應已終止，或收購方未於本公開收購期間屆滿前依本公開收購購買所有應賣（未有效撤銷）之預定收購股份，或(ii) 本合約依其條款應已終止；但若收購對價經修改後每股係低於新台幣 91 元時，被收購公司股東並無任何本合約下之義務。

(b) 同意本次合併之表決權協議

(1) 於被收購公司召開股東會議尋求被收購公司股東同意，或為有關合併合約、本合約或合併合約下之任何其他協議、本公開收購或本次合併、或本合約或合併合約下之任何其他交易而尋求所需之表決、同意或其他認可之任何其他情形時，除本合約有不同之規定者外，被收購公司股東應：(i)如有會議召開，應出席該會議或以其他方式使其應賣股份計入該會議之出席數，使該次會議達到最低出席數之要求，及(ii)就其應賣股份投票（或促使其表決權被行使）以支持取得被收購公司股東同意。

(2) 反對其他交易

於被收購公司召開任何股東會議（包括該會議之續行或延期）或有其他尋求被收購公司股東之表決、同意或其他認可之任何其他情形時，被收購公司股東應就其應賣股份投票（或促使其表決權被行使）反對 (i) 被收購公司之任何合併合約或合併（但不包括與收購方母公司、收購方或任何收購方母公司或收購方所指定單位之本次合併）、整合、結合、協議安排、聯合、雙重上市、重大資產出售、重整、資本重組、解散、清算或結束營業，(ii) 任何收購計畫，及(iii)任何被收購公司之章程增補，或其他涉及被收購公司或被收購公司子公司之計畫或交易，且該等公司章程增補、計畫或交易將合理預期會對合併合約條款、本次合併或被收購公司與收購方母公司、收購方或任何收購方母公司或收購方所指定單位間之其他任何交易產生阻礙、阻撓、妨礙或使之無效，或以任何方式變更任一級別預定收購股份之表決權。被收購公司股東應不得採行或承諾或同意採行任何與前述約定不一致之行為。

(3) 其他委託書撤回

被收購公司股東聲明，就其應賣股份過去所出具且迄今仍有效之任何委託書係非無法撤回之委託書，特此聲明撤回該等委託書。

(4) 不可撤回委託書；委託書徵求

(i) 於臺灣證券交易法及其下相關法令許可之範圍內，於本合約之期間內，及如本合約依第 4 條最後一段為終止時，於存續條款期間內，每一被收購公司股東茲不可撤回地同意並指派(x)被收購公司股東中擔任被收購公司管理部門之成員者，(y)被收購公司書面指定之人（包括被收購公司之證券經紀商），及(z)符合(x)與(y)身分之每一個人，為被收購公司股東之代理人及受委託人（並得全權複委任他人），以被收購公司股東之名義、身分及利益，行使其應賣股份之表決權，或依符合本合約第 3(b)(4)(i)條規定之方式就該等應賣股份行使同意或認可。各被收購公司股東瞭解並承認，收購方係信賴被收購公司股東之簽署及交付本合約而簽訂合併合約。各被收購公司股東茲確認，第 3(b)(4)(i)條所約定之不可撤回委託書係與合併合約之簽署有關，且係為確保被收購公司股東於本合約下義務之履行。各被收購公司股東並進一步確認，該等不可撤回委託書係連結若干利益，且於任何情況下皆不可於本合約之期間內，及如本合約依第 4 條最後一段之規定終止時，於存續條款期間內，為撤回。各被收購公司股東特此追認並確認，所有該等不可撤回之委託書皆得依本合約合法作成。且於法令及本合約規定所許可之最大範圍內，作成該等不可撤回委託書之本意係於本合約之期間內，及如本合約依第 4 條最後一段為終止時，於存續條款期間內，不可為撤回。

(ii) 被收購公司股東中擔任被收購公司管理部門之成員者，應就其依本合約第 3(b)(4)(i)條所出具之不可撤回委託書及全部應賣委託書 (a)促使相關應賣之預定收購股份於被收購公司之股東會議（或其他尋求被收購公司股東同意之任何股東常會或臨時會）計入出席數，及(b)就相關應賣之預定收購股份行使表決、贊成、或支持被收購公司股東同意，並反對任何收購計畫（如適用時）。

(c) 忠實義務

儘管本合約有任何其他相反之約定，本合約之任何約定皆不限制或禁止被收購公司股東以個人身分或董事會代表身分擔任被收購公司董事或執行主管從事或不從事其基於擔任被收購公司董事或執行主管而依合併合約條款所許可從事或不從事之事務。被收購公司股東對於該等事務之作為或不作為，亦不應被視為構成本合約條款之違反或不履行。

(d) 無轉讓

除應遵守本合約外，被收購公司股東應不得(i)就任何應賣股份之移轉，與任何人進行出售、轉讓、設質、移轉、或以任何其他方式處分（包括贈與、合併或依法律）、設定負擔、避險或利用衍生性商品交易移轉其經濟利益（於本合約，統稱「**轉讓**」），或簽訂任何合約、選擇權或其他協議（包括任何獲利分配協議），

惟依本公開收購者除外，或(ii)就任何應賣股份，約定任何表決權行使之安排，包括透過委託書、表決權協議、表決權信託或其他任何方式(包括應賣股份之借貸)。此外，被收購公司股東應不得承諾或同意採行前述任何作為。惟上開約定並不限制被收購公司股東轉讓其應賣股份予(i)受其控制之關係企業，或(ii)於被收購公司股東為自然人或其死亡時，被收購公司股東之直系血親、為被收購公司股東或其任何直系血親利益所成立之信託，但本款所述之轉讓，需以受讓人以書面方式同意受本合約拘束（且同意之內容及格式需為收購方所合理接受）為前提。

(e) 無徵求

各被收購公司股東不得（亦不得授權或允許其職員、董事、員工或其他代表人）直接或間接 (i) 徵求或促使任何收購計畫之提交，(ii)簽訂任何有關收購計畫之併購協議，或(iii)簽訂、參與或持續進行有關收購計畫之討論或協商，或提供任何人有關收購計畫之資訊，或以任何其他方式合作或促進或成就任何收購計畫。

(f) 新聞；公開聲明

除已取得收購方及被收購公司事前之書面同意外，被收購公司股東不得就有關本合約（或本合約下之交易之實現）發布任何新聞或任何公開聲明，但依法令規定者不在此限。

(g) 股份收買請求權之放棄

被收購公司股東茲此放棄（並同意不再行使或主張）任何股份收買請求權，或任何異議股東於臺灣及英屬開曼群島法令下有關本合約下之交易所享有之權利。

(h) 特定事項之通知

收購方及被收購公司股東於發現本合約第 1 條所列收購方及被收購公司股東所為之聲明及保證有任何不正確、不真實或不完整之情事時，應儘速通知他方；但依本合約第 3(h)條所交付之通知並不(i)補正任何本合約條款之違反或不遵循，或(ii)限制該寄發或收受通知之一方所得行使之救濟（包括但不限於依本合約第 3 條之約定）。

(i) 董事行為

於符合第 3(c)條之前提下，於接受應賣日起，每一被收購公司股東（以其擔任被收購公司董事會成員之身分及能力），在未取得收購方事前書面之同意下（且收購方得自行審酌決定是否同意），不得就被收購公司、任何被收購公司子公司、或被收購公司及任何被收購公司子公司各別之任何資產、財產、證券、現金或約當現金，採行任何作為。收購方於自接受應賣日起，對於被收購公司股東因收購方請求、依收購方指示或同意而為任何事實上或所指稱之作為或不作為，所導致、發生、或與其相關之任何主張、法律程序、裁判、仲裁、調查或詢問（不論是民

事、刑事、行政或調查性質），收購方皆同意賠償該等被收購公司股東其因此所生之任何及所有成本、費用（包括但不限於合理之律師費及調查費用）、裁判、罰款、損失、索賠、損害、責任及金額支付等。

(j) 特定事項

各被收購公司股東(分別且不連帶)及收購方同意本合約附件 E 所載之承諾事項。

第四條　終止

本合約得依下列方式而終止：

(a) 於合併合約終止時；

(b) 收購方與全體被收購公司股東之相互書面同意而隨時終止本合約；或

(c) 有下列情事之一時，收購方或全體被收購公司股東之一方得終止本合約：

(i) 如任何有管轄權之法院或其他政府機構做出判決、法院命令、裁定、規定、行政命令或任何行動，而限制、禁制或以其他方式禁止本合約下之任何交易，且該等判決、法院命令、裁定、規定、行政命令或行動係終局決定且不得再上訴；

(ii) 如本公開收購依相關法令或依本公開收購之條款及條件而未能於公開收購期間屆滿日或之前完成；

(iii) 如金管會、臺灣證券交易所或任何其他政府機構反對或禁止本合約、或以任何方式限制或修改本公開收購或本合約，惟本款終止權於收購方同意金管會或臺灣證券交易所之決定時，不得行使，然金管會或臺灣證券交易所之任何該等決定皆不得對被收購公司股東附加任何額外之義務或責任；或

(iv) 以取得金管會核准為前提，於本公開收購因被收購公司之財務或營業狀況發生重大變化（且該等變化為收購方所證明）而依法撤回時；或

(d) 發生被收購公司重大不利影響時，收購方得終止本合約。

除依本段後述規定外，本合約為終止時，本合約應立即失效。如合併合約依其第 8.01(e)條規定終止或因有收購計畫直接向被收購公司股東提出或因其他方式該收購計畫為公眾所知悉而依其第 8.01 條為終止之後，終止本合約，本合約應立即失效，但(i)本合約第 3(a)條、第 3(b)條、第 3(c)條、第 3(d)條、第 3(e)條、第 4 條、第 5 條、第 6 條及第 7 條於本合約終止之日起的二個月內（該期間下稱「**存續條款期間**」）應繼續有效並構成有效之義務，且(ii) 在不違反前述(i)款之前提下，於

存續條款期間屆滿之日起的 4 個月內（下稱「ROFR 期間」），被收購公司股東不得轉讓其任何應賣股份，除非其轉讓應賣股份予第三人前：(A) 該被收購公司股東收到該第三人之邀約或提議購買該應賣股份；(B) 該被收購公司股東先以書面方式交付邀約通知（下稱「**邀約通知**」）予收購方（或收購方指定之人），賦予收購方對於該應賣股份為期至多五個營業日並以與該第三方邀約或提議相同之每股價格（下稱「**邀約通知價格**」）為該應賣股份購買之優先購買權，於收到邀約通知價格後，收購方得接受該邀約並得以邀約通知價格或較邀約通知價格為高之價格購買該應賣股份之全部或一部，構成具拘束力之契約，並應於收購方以書面方式接受邀約通知所載之邀約後的三個營業日內完成交割；以及(C) 如收購方於上開五個營業日前以書面方式具拒絕接受該邀約通知，被收購股東得以邀約通知上所載之條件轉讓應賣股份予該第三人（且本(ii)款於本合約為終止後應持續有效為期四個月）。本合約當事人承認並同意，(x)無論應賣股份係依法律規定而移轉（無論係因被收購公司併購、營業合併或其他方式所移轉或與該等事項有關），或係被收購公司股東於存續條款期間或 ROFR 期間內自公開市場出售其應賣股份予正進行或正預計進行收購計畫之人，皆不受本段規範所限制亦不構成本合約條款之違反，(y) 於 ROFR 期間內，如收購方未於上開所述相關期間內對該被收購公司股東通知其購買意願亦未實行購買，被收購公司股東得轉讓任何其所擁有於預定收購股份下之股份予任何第三人（不論該第三人是否正進行或正預計進行收購計畫之人），及(z) 被收購公司股東就此於本合約下並無任何責任或致生其他結果。如本合約及合併合約係因財務上之失敗而終止，則本段規定（第一句話除外）應終止並停止適用。

如本合約為終止，除終止前已為應賣提出之應賣股份外，被收購公司股東不得就任何應賣股份於本公開收購為應賣，且本限制於本合約終止後仍繼續存續有效。本合約任何約定均不解除任一方因於終止契約前故意違反本合約所載約定或協議事項，或因詐欺所應負之責任。如本合約及合併合約係因財務上之失敗而終止，收購方應支付反向終止費予被收購公司，而收購方、收購方母公司或其代表人皆不再承擔任何本合約下之責任（本句中之特定用語係定義於合併合約，且本合約終止後，本句應持續有效）。

於接受應賣日，各當事人於本合約下之權利及義務皆全部終止（惟第 3(i)條應持續有效至(1)收購方已提名參與選舉被收購公司至少過半之董事會成員，及(2)前述被提名者，已被選舉為被收購公司董事）。

第五條　其他事項

各被收購公司股東應隨時簽署任何增補同意書、文件及為有效履行被收購公司股東於本合約下之義務而收購方合理要求之文書，並交付予收購方，或促使該等文件被簽署及交付。

第六條　一般規定

(a) 修訂

除經本合約雙方當事人簽署之書面約定外，本合約不得修訂。

(b) 通知

本合約下之所有通知及其他通訊應以書面為之，並於專人親自送交至下列通訊地址時、或於隔夜快遞送交至下列通訊地址時（須提供送達憑證），視為已送達：

Image Sub Limited
48720 Kato Road
Fremont, CA 94538
收件人：首席法務顧問（General Counsel）
傳真號碼：
電子郵件信箱：thomasmelendrez@exar.com

副本收受者：

O'Melveny & Myers LLP
2765 Sand Hill Road
Menlo Park, California 94025
Attention: Paul S. Scrivano
Fax No: (650) 473-2601
Email: pscrivano@omm.com

及

理律法律事務所
臺北市敦化北路 201 號 9 樓
收件人：張朝棟
傳真號碼：886-2-2713-3966
電子郵件信箱: ctchang@leeandli.com

被收購公司股東：送交本合約附件 A 所記載各被收購公司股東之地址。（或他方當事人依上開相同方式通知之其他地址）

(c) 解釋

於本合約引述某一條款，除非另有所指，係指引述本合約內的某一條款。本合約之標題僅為方便引述而設，不得以任何方式影響本合約的含意或解釋。本合約使用的「包括」及表明類似含意的字應係指「包括，但不限於」。本合約以英文作成，若本合約有其他翻譯文本，應以英文版本為準。

(d) 可分割性

若本合約任何條款或規定依任何法令或公共政策被認為無效、不合法或不可執行，只要本合約下之交易之經濟或法律內容不會受到影響而對任一方當事人產生嚴重不利，則本合約所有其他條件及條款應持續具有約束力及效力。於上述情況下，雙方應誠信協商以可以接受且盡可能接近雙方原先意向的方式修改本合約，裨在可能的最大範圍內依照原先的規劃成就本合約約定之交易。

(e) 副本

本合約得簽署一式多份，所有簽署本應視為一份相同文件。本合約一份或多份副本經收購方簽署並送達被收購公司股東時，對收購方產生效力。本合約一份或多份副本經被收購公司股東簽署並送達收購方時，對被收購公司股東產生效力。各方無須簽署同一副本。

(f) 完整協議；無利益第三人

本合約：(i)於當事人間構成本合約主要事項的完整協議，並取代雙方當事人間之先前一切書面及口頭協議、協定及聲明，且(ii)本合約下之權利或救濟並未賦予本合約當事人以外的任何人。

(g) 準據法

除強制適用於本公開收購之中華民國法律外，本合約之解釋及適用以美國德拉瓦州法律為準據法（不包括其法律衝突原則）。

(h) 轉讓

任一方未經他方事先書面同意，不得將本合約之全部或一部或本合約下之任何權利、利益或債務之全部或一步，藉由法律運作或其他方式轉讓給他人，且未經他方事先書面同意之任何轉讓均為無效。於符合本項規定下，本合約對雙方即其各自繼任人及獲准的受讓人均發生約束力、為其利益存在且可對其執行之。

(i) 執行

當事人雙方同意本合約任何規定若未能依照其特定的條款履行，或有其他違反本合約任何規定的行為，將會發生無法彌補的損害，因此雙方當事人均有權要求強制履行本合約條款，包括向位於德拉瓦州的任何聯邦法院或德拉瓦州法院聲請避

免違反本合約行為的一項或多項禁制令，以及強制履行本合約條款與規定的一項或多項命令，而除了上述救濟外，當事人亦可尋求其依法律或衡平法有權尋求的任何其他救濟。此外，本合約之各當事人同意：(a)就本合約或本次交易所生之任何爭議，德拉瓦州新堡郡衡平法院(Court of Chancery of the State of Delaware, New Castle County)應具有專屬管轄權，如該法院並無管轄權，德拉瓦州威明頓的聯邦法院應有專管轄權，(b)不試圖提出申請或其他拒絕或反駁該法院之專屬管轄權之要求，(c)不會試圖提出申請議案或其他拒絕或反駁該法院之專屬管轄權之要求，(d)不向任何其他法院就本合約或本合約下之交易提出任何法律行動，及(e)就本合約或本合約下之交易有關或所生之任何法律行動，同意放棄由陪審團審理的任何權利。

(j) 定義

在本合約中：

「併購協議」係指任何意向書、原則性約定、合併契約、併購契約、股份買賣合約、資產收購合約、股份轉換合約、選擇權合約或其他與任何收購計畫相關之契約。

「**法律行動**」係指訴訟、訴訟程序、聽證、偵查、調查、求償、控告、仲裁、政府調查或其他法律或行政程序。

「**營業日**」係指星期六、星期日或其他臺灣證券交易所、臺灣臺北市之銀行或美國加州舊金山地區之銀行依法不對外營業之以外之日。

「**開曼公司法**」係指英屬開曼群島公司法第 22 章（1961 年第 3 號法例，經統整及修訂）。

「**被收購公司章程**」係指截止本合約簽約日，被收購公司第三次修訂及重述章程大綱和章程 。

「**被收購公司重大不利影響**」意指任何變更、影響、事件、突發事件或事實情況（下稱「**影響**」），其單獨或與其他任何有關或無關之影響結合後(i)係確定或經合理推定將重大不利於被收購公司及被收購公司子公司之整體業務、財務狀況及其他狀況或營運結果；但下列情形不應作為決定是否確定或合理推定將有被收購公司重大不利影響之因素：(a)與美國或被收購公司或任何被收購公司子公司經營業務所在國家之一般市場情況、經濟情況或政治情況有關的任何不利影響；(b)與被收購公司一般業務所屬產業有關的任何不利影響，且對於被收購公司及被收購公司子公司之整體影響並非不成比例；(c)因宣布簽署本合約，或因本公開收購或本次合併之懸而未定所導致、發生或與其相關之任何不利影響；(d)因收購方明確要求被收購公司或被收購子公司採取行動所導致的任何不利影響；(e)因戰爭、恐

怖攻擊或自然災害所導致的任何不利影響，且對於被收購公司及被收購公司子公司之整體影響與其他同業並非不成比例；(f)因下列事項所導致的任何不利影響：(1)被收購公司依收購方之事先書面同意或事前書面要求所採取或疏忽未採取之作為或不作為；(2)被收購公司遵守本合約條款或採取本合約下之行為或本合約要求之行為；(g)因相關法令變更所導致的不利影響；(h)因收購方所採取與本合約或任何其他交易文件或與收購方與被收購公司間之其他協議、契約或交涉有關之作為或不作為所直接導致的任何不利影響；(i)被收購公司股價或交易量下跌（且於決定是否確定或合理推定將有被收購公司重大不利影響時，導致該下跌之影響應屬考量因素）；或(j)被收購公司依合併合約第 5.01 條規定要求收購方出具書面同意，因收購方不應為該等書面同意，致未能採取行動（或未能避免採取行動）所導致的不利影響，或(ii)阻止、重大妨礙或重大延滯被收購公司完成本公開收購、本次合併及本合約或合併合約下其他交易之能力。

「**被收購公司申報文件**」係指自 2011 年 1 月 1 日起，被收購公司根據相關法令之規定應向金管會及臺灣證券交易所申報之報告、附件、表格、聲明及其他文件（包括經引述而整合至該等文件之附件及其他資訊），以及被收購公司於上開期間內主動或另行向金管會及臺灣證券交易所申報之其他文件。

「**被收購公司股東同意**」係指有關合併合約、合併計畫及本次合併之：(i) 特別決議，指要求對於合併合約、合併計畫（指需向開曼群島公司登記機關為申報之合併計畫）及本次合併為核准及授權，且需經有權於該被收購公司股東會行使表決權之股東表決權數三分之二以上同意之決議，該股東得於該股東會親自行使表決權或委託經充分授權之代理人（如允許委託代理人）代為行使表決權，且該股東會須有代表預定收購股份二分之一或以上之股東（包括股東委託代理人）出席股東會；及(ii) 特別（重度）決議：如被收購公司之第三次修訂和重述章程大綱和章程所載（及如截至本合約簽約日時之修訂），指由代表預定收購股份三分之二或以上之股東（包括股東委託代理人）出席該被收購公司股東會，出席股東表決權過半數同意通過的決議，或若出席該被收購公司股東會的股東代表股份總數雖未達預定收購股份三分之二，但超過預定收購股份之半數時，由出席股東表決權三分之二或以上之同意通過的決議。

「**被收購公司股東會**」係指為尋求被收購公司股東同意，而由被收購公司之股東參加之年度性常會或臨時會。

「**被收購公司子公司**」係指被收購公司之子公司。

「**同意**」係指任何政府機構之同意、核准、准許、許可、命令或授權。

「**契約**」係指任何合約、租約、執照、憑單、票據、債券、協議、許可、特許、專營或其他文書。

「**被收購公司已提出之申報文件**」係指本合約簽約日至少兩個營業日前所申報且公開之被收購公司申報文件（但不包括任何「風險揭露」章節中的任何揭露或具前瞻性或預測性之揭露）。

「**政府機構**」係指任何臺灣、英屬開曼群島、美國之聯邦、州立、地方或外國政府，或任何有管轄權之法院、行政機構、部門、委員會或其他本國或外國政府當局或機構，包括任何政府所有或控制之機構或企業或公共國際性組織。

「**裁判**」係指任何判決、命令或裁定。

「**法令**」係指任何法律（包括普通法）、法規、條例、函示或行政命令。

「**法律禁制令**」係指任何暫時性禁止令、訴前禁制令、永久性禁制令或其他任何有管轄權之法院所做出的裁判或任何政府機構所制定之其他法令、限制或禁止。

「**擔保權利**」係指任何質權、留置權、擔保、抵押權、財產上負擔或任何性質之擔保權益。

「**收購計畫**」係指由第三人直接或間接提出之下列任何提議或要約：(i)合併、整合、聯合、股份交換、協議安排、雙重上市、業務合併、清算、解散、合資、資本重組、重整或其他涉及被收購公司之類似性質之交易；(ii)為發行超過被收購公司股權證券百分之十五之發行案（包括現金或以他人資產或證券為對價者）；(iii)直接或間接以任何方式（包括透過公開收購或交換）取得代表或構成被收購公司及被收購公司子公司百分之十五以上之股權證券、資產或營業（惟該營業須代表或構成被收購公司及被收購公司子公司百分之十五以上之資產）；或(iv)於單一交易或一系列相關之交易中（但不包括本合約下之交易或與收購方或收購方母公司所進行之交易），出售或以其他方式轉讓（包括任何與出售資產具實質同等經濟效應之安排）代表或構成被收購公司及被收購公司子公司百分之十五以上之資產（整體判斷）。

[本頁以下空白]

為證明起見，各當事人於首揭日期簽署本合約。

Image Sub Limited

簽署人_____
姓名：
職稱：

為證明起見，各當事人於首揭日期簽署本合約。

被收購公司股東（法人股東適用）

簽署人_____

姓名：

職稱：

被收購公司股東（自然人股東適用）

簽署人_____

姓名：

附件 A

被收購公司股東	所持股數	占全部稀釋百分比
Storm Ventures*	201,135,522	26.42%
張舜欽**	2,127,653	2.79%
白永瑜	1,000,712	1.31%
Charles Kim	749,343	0.98%
胡希眉	203,017	0.27%
Jin Kim	164,736	0.22%
總計	24,380,983	31.99%

*Storm Ventures 係指 IML Holding Vehicle A, L.L.C.、IML Holding Vehicle B, L.L.C.、IML Holding Vehicle C, L.L.C.及 IML Holding Vehicle D, L.L.C.

**包括其配偶之持股

附件二、公開收購人全體董事會同意辦理本次收購之書面同意

ACTION BY UNANIMOUS WRITTEN CONSENT
OF
THE BOARD OF DIRECTORS
OF
IMAGE SUB LIMITED,
a Cayman Islands Exempted Company

The undersigned, being all of the directors of the Board of Directors (the "Board") of Image Sub Limited, a Cayman Islands exempted company (this "Company"), acting pursuant to the authority of Section 62 of the Articles of Association of this Company, hereby take the following actions and adopt the following recitals and resolutions, effective as of April 25, 2014.

I. APPROVAL OF MERGER, OFFER, MERGER AGREEMENT AND TENDER AGREEMENT

WHEREAS, there has been presented to the Board a plan for the acquisition by this Company of all the issued and outstanding shares of Integrated Memory Logic Limited, a Cayman Islands exempted company ("IML");

WHEREAS, in furtherance of such acquisition, it is proposed that this Company enter into a Merger Agreement (the "Merger Agreement"), between IML and this Company, in substantially the form attached hereto as Exhibit A, pursuant to which the Company will make an offer to purchase for cash (the "Offer") any and all issued and outstanding shares of the common stock of IML, par value NT$10 per share, excluding the shares held by this Company, and that after completion of the Offer, and upon the terms and subject to the conditions of the Merger Agreement, this Company will be merged with and into IML, with IML as the surviving Company (the "Merger");

WHEREAS, there has been presented to the Board a form of Tender Agreement (the "Tender Agreement"), by and among this Company and certain shareholders of the Company listed on Exhibit A to the Tender Agreement (each, a "Shareholder" and collectively, the "Shareholders"), in substantially the form attached hereto as Exhibit B, whereby this Company has agreed, among other things, to launch a tender offer pursuant to the terms of the Tender Agreement and pursuant to applicable law in the Republic of China (Taiwan), to acquire at least 70% of the outstanding ordinary shares of IML;

WHEREAS, there has been presented to the Board a form of Parent Agreement (the "Parent Agreement") by and between Exar Corporation, of which this Company is a wholly owned subsidiary ("Parent"), and a form of Tender Guaranty (the "Tender Guaranty") by and between Parent and certain stockholders of IML (the "Stockholders"), pursuant to which Parent agrees to guaranty the obligations of this Company under the Merger Agreement and the Tender Agreement;

WHEREAS, there has been presented to the Board certain agreements relating to financing the Offer and the Merger (the "Financing Agreements");

WHEREAS, the Merger, the Offer, the Merger Agreement, the Tender Agreement, the Financing Agreements and such other agreements, instruments and documents as are contemplated thereby, including, without limitation, the Plan of Merger, the Tender Offer Prospectus and the Tender Offer Application (collectively, the "Transaction Documents"), are deemed to be advisable and in the best interests of this Company; and

WHEREAS, it is in the best interest of this Company to encourage the tender of shares through the services of a tender agent and in furtherance thereof, to retain Yuanta Securities Co., Ltd. as its tender agent (the "Tender Agent"); and

WHEREAS, other appointments, designations and actions are required to be made and taken in connection with the Merger.

NOW, THEREFORE, BE IT RESOLVED, that the Offer and the Merger, this Company's participation therein and the manner of carrying out the Offer and Merger as set forth in the Merger Agreement and the Tender Agreement, and any other agreement contemplated therein, each be, and each hereby is, authorized, adopted and approved.

RESOLVED FURTHER, that the purchase of shares of ordinary shares of IML for NT$91, pursuant to Article II of the Merger Agreement and pursuant to Section 2 of the Tender Agreement, be, and hereby is, authorized, adopted and approved.

RESOLVED FURTHER, that the Merger Agreement, Tender Agreement and such other agreements, instruments and documents as are contemplated thereby, including, without limitation, the Transaction Documents, in substantially the forms presented to the Board are determined to be advisable, and each of them hereby is authorized, adopted and approved.

RESOLVED FURTHER, that the Board hereby approves the form, terms and provisions (including all exhibits, schedules and annexes, if any) of each of the Financing Agreements to be entered into concurrently with the Merger Agreement, drafts of which have been provided to the Board prior to the date hereof; and approves each of the transactions contemplated thereby and the performance by the Company of its obligations thereunder (to the extent applicable) and the compliance by the Company with the terms and conditions thereof (to the extent applicable);

RESOLVED FURTHER, that the Board approves the form, terms, and provisions (including all exhibits, schedules and annexes, if any) of the Parent Agreement and the Tender Guaranty, to be entered into by Parent concurrently with the Merger Agreement, drafts of which have been provided to the Board prior to the date hereof; and approves each of the transactions contemplated thereby and the performance by the Company of its obligations thereunder (to the extent applicable) and the compliance by the Company with the terms and conditions thereof (to the extent applicable);

RESOLVED FURTHER, that the Board approves any amendments, modifications or other changes to the Financing Agreements that the Authorized Persons deem necessary or desirable;

RESOLVED FURTHER, that the Board hereby deems the Offer and the Merger in the best interests of this Company and this Company's sole shareholder and hereby recommends that this Company's sole shareholder authorize, adopt and approve the Offer and the Merger.

RESOLVED FURTHER, that the directors and officers, including the Chairman of the Board, of this Company (the "Authorized Persons") be, and each of them hereby is, authorized and empowered, in the name and on behalf of this Company, to execute, deliver and perform the Merger Agreement, Tender Agreement and such other agreements, instruments and documents as are contemplated thereby, including, without limitation, the Transaction Documents, with such additions, deletions, modifications and other changes thereto as shall be approved by the Authorized Person executing the same, such approval to be conclusively evidenced by such Authorized Person's execution thereof.

RESOLVED FURTHER, that the form, terms and provisions of the Transaction Documents, in the form as presented to the Board, and of any other documents considered necessary or advisable by one or more Authorized Persons of this Company in connection with or related to the Offer, the Merger or the transactions contemplated thereby, each be, and hereby is, authorized, adopted, and approved, together with such changes, as one more Authorized Persons of this Company may deem necessary or advisable, the necessity or advisability of which shall be conclusively presumed from the mailing of any document to the shareholders of IML, the use of such document in connection with the Offer, or the filing thereof with the Taiwan Financial Supervisory Commission (the "FSC") or the Taiwan Stock Exchange (the "TSE"), or on the Market Observation Post System ("MOPS").

RESOLVED FURTHER, that the actions taken by the Authorized Persons of this Company in connection with the preparation and negotiation of the Merger Agreement, Tender Agreement and all other documents and instruments referred to therein, including, without limitation, the Transaction Documents, be, and hereby are, ratified, confirmed and approved, as the acts and deeds of this Company.

RESOLVED FURTHER, that the Authorized Persons of this Company be, and each of them hereby is, authorized to execute, deliver and cause this Company to perform the obligations of this Company pursuant to such Transaction Documents and any and all other documents related to or used in connection with the Offer and the Merger on behalf of this Company, and each of their actions in so doing is in all respects ratified, confirmed and approved.

RESOLVED FURTHER, that the Authorized Persons of this Company be, and each of them hereby is, authorized to prepare a Tender Offer Prospectus and the Tender Offer Application to be filed with the FSC with respect to the Offer and which will contain the Transaction Documents, in the form as presented to the Board, and such Authorized Persons are authorized and directed to file the Tender Offer Prospectus with the FSC.

RESOLVED FURTHER, that the retention of the Tender Agent to perform services on behalf of the Company in connection with the Offer is hereby authorized, adopted and approved, and that the Authorized Persons of this Company be, and each of them hereby is, authorized to enter into such service agreements, powers of attorney and other documents such Authorized Persons shall deem necessary or desirable with the Tender Agent in furtherance of the Offer.

RESOLVED FURTHER, that the Authorized Persons of this Company be, and each of them hereby is, authorized to open or create such securities accounts and bank accounts on behalf, and in the name of, the Company as such Authorized Person shall deem necessary or desirable in furtherance of the Offer, including, without limitation, the opening or creating of securities accounts and bank accounts with the Tender Agent.

RESOLVED FURTHER, that the Board hereby authorizes the Tender Agent to obtain a fairness opinion in connection with the Offer.

RESOLVED FURTHER, that the Authorized Persons of this Company be, and each of them hereby is, authorized to sign and file such documents, (including, but not limited to, the Transaction Documents and any amendments thereto) as any such Authorized Persons shall deem necessary or desirable with any governmental authority, including but not limited to such filings as may be required by the FSC.

RESOLVED FURTHER, that the Authorized Persons of this Company be, and each of them hereby is, authorized to select and enter into appropriate agreements with a Stock Agent in connection with the Offer and the Merger, such agreements to be in such form and upon such terms as are acceptable to such Authorized Persons, the execution of such agreements and the doing of such acts to be conclusive evidence of the approval of such agreements.

RESOLVED FURTHER, that the Authorized Persons of this Company be, and each of them hereby is, authorized and empowered, in the name of and on behalf of the Company, to take or cause to be taken all actions which are necessary, proper and desirable to make all appropriate filings with the FSC and other authorities to cause the Merger to be effective, including, without limitation, the filing of a Plan of Merger.

RESOLVED FURTHER, that the Authorized Persons of this Company be, and each of them hereby is, authorized and directed, for and on behalf of and in the name of this Company, to take such further actions, including, but not limited to, providing notification of the Offer and the Merger to any appropriate governmental or regulatory agencies, filing any forms and documents with such agencies as may be required or advisable by them or by law, amending or terminating the Offer, and paying for tendered shares pursuant to the Offer, and to obtain such consents from third parties and governmental or regulatory agencies as may be necessary or advisable to carry out the Offer and the Merger.

RESOLVED, FURTHER, that the Authorized Persons of this Company be, and each of them hereby is, authorized to prepare or cause to be prepared, and to execute on behalf of this Company such other applications, documents, agreements and instruments as they may deem necessary or desirable to accomplish the Merger and to otherwise perform the purposes of the

foregoing resolutions, the necessity and advisability of which shall be conclusively evidenced by the preparation and execution of such applications, documents, agreements and instruments.

II. GENERAL

RESOLVED FURTHER, that the Authorized Persons are, and each of them hereby is, authorized to take such further actions and to execute such instruments or documents as such Authorized Person may deem necessary or advisable to carry out the purposes of the foregoing resolutions, the taking of such actions or the execution of such instruments or documents to be conclusive evidence of the necessity or desirability thereof.

RESOLVED FURTHER, that any and all actions previously taken by any Authorized Person of this Company prior to the date hereof in furtherance of the foregoing resolutions be, and they hereby are, ratified, confirmed and approved as the acts and deeds of this Company.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned directors of this Company have hereunto signed their names and adopted the above resolutions as of the above date and hereby direct that a signed copy of this Action by Unanimous Written Consent of the Board of Directors be filed with the Minutes of the proceedings of the Board of Directors of this Company.

This Action by Unanimous Written Consent of the Board of Directors of this Company may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same Action by Unanimous Written Consent.

RYAN BENTON

THOMAS MELENDREZ

CHIEN-LIANG CHEN

（中文節譯僅供參考）
IMAGE SUB LIMITED
英屬開曼群島之豁免公司
董事書面決議

IMAGE SUB LIMITED（下稱「本公司」）之全體董事，依公司章程第 62 條之授權，全體同意採行下述說明及決議事項，並自 2014 年 4 月 25 日起生效，

1. 同意本次合併、合併合約以及應賣合約

緣有關本公司收購安恩科技股份有限公司（英屬開曼群島之豁免公司，下稱「安恩公司」）全部已發行流通在外股份之計畫，業已提交與董事會；

緣為進行上開收購，本公司提案與安恩公司簽訂如附件一內容所示之合併合約（下稱「合併合約」）。依合併合約約定，本公司將對安恩公司全部已發行流通在外股份（每股面額為新台幣 10 元）進行公開收購（不包括本公司已持有安恩公司之股份），於完成公開收購後，本公司將依合併合約之條款及條件，與安恩公司進行合併，並以安恩公司為存續公司（下稱「本次合併」）；

緣應賣合約（下稱「應賣合約」）之內容（內容如附件二所示）業已提交予董事會，由本公司及應賣合約附件 A 所列之人（下稱「被收購公司股東」）為簽署，本公司據此同意依應賣合約之條款及中華民國相關法令進行公開收購，以取得不少於安恩公司全部已發行股份總數之 70%。

緣母公司合約（下稱「母公司合約」）之內容業已提交予董事會，由本公司與美商艾科嘉股份有限公司（下稱「母公司」）為簽署。本公司為母公司百分之百持股之子公司，母公司同意簽署收購保證函（下稱「保證函」）予安恩公司之特定股東，以保證本公司履行本公司於合併合約及應賣合約下之義務；

緣有關本次公開收購及本次合併之融資方式業已提交予董事會（下稱「融資合約」）；

緣本次合併、本次公開收購、合併合約、應賣合約、融資合約及其他相關之協議、書類及文件（包括但不限於：合併計畫、公開收購說明書、公開收購申報書等）（下統稱「交易文件」），皆係妥適且符合本公司最大利益；

緣為提升並促進透過受委任機構為應賣之股份，本公司委任元大寶來證券股份有限公司擔任本次公開收購之受委任機構（下稱「受委任機構」）係符合本公司之最大利益；及

緣為其他與本次合併有關之委任、指派及公司決定事項。

決議：授權、採行及核准同意本公司參與本次公開收購及本次合併、本公司實行本次公開收購及本次合併之方式及其他有關合約。

決議：授權、採行及核准同意本公司依合併合約第二條及應賣合約第二條約定，以每股新台幣 91 元為對價，收購安恩公司之普通股。

決議：授權、採行及核准同意該等格式及內容業已提交予董事會之合併合約、應賣合約及各該合約下之其他協議、書類及文件（包括但不限於交易文件），且係妥適可行。

決議：融資合約之稿件業已於本次董事會開會日前提供予董事會，董事會特此核准該將與合併合約為同時簽訂之融資合約之內容、條款及約定（包括其所有任何附件），並同意融資合約下之各交易，及同意本公司於融資合約下義務之履行及其約定條款之遵守。

決議：母公司合約之稿件業已於本次董事會開會日前提供予董事會，董事會特此核准該將與合併合約為同時簽訂之母公司合約之內容、條款及約定（包括其所有任何附件），並同意母公司合約下之各交易，及同意本公司於母公司合約下義務之履行及其約定條款之遵守。

決議：同意授權人員（如下定義）於認為必要且妥適時，對融資合約為任何修訂、調整及變更。

決議：本次公開收購及本次合併係符合本公司及本公司單一股東之最大利益，並據此建議本公司之單一股東授權、採行及核准同意本次公開收購及本次合併。

決議：本公司特此授權本公司之董事及高階職員（包括董事長）（下稱「授權人員」）得以本公司名義並代表本公司簽署、交付及履行合併合約、應賣合約及各該合約下之其他協議、書類及文件（包括但不限於交易文件），並包括其後之增加、刪除、調整及其他任何變更，本公司之授權得以授權人員於各該文件之簽署作為決定性證明。

決議：授權、採行及核准同意交易文件（如所提交予董事會者）及其他單獨或數位授權人員認為必要及妥適之其他文件（與本次公開收購、本次合併或其他相關交易有關者）的內容、條款及約定（包括單獨或數位授權人員認為必要及妥適之後續變更）。前開必要性及妥適性於相關文件寄送予安恩公司董事會、使用於本次公開收購，或向臺灣金融監督管理委員會（下稱「金管會」）、臺灣證券交易所（下稱「證交所」）為申報或公布於公開資訊觀測站時而定。

決議：所有授權人員就與合併合約、應賣合約及各該合約下之其他書類及文件（包括但不限於交易文件）有關而進行之準備及協商，皆據此追認、確認及同意，視為本公司之行動與決定。

決議：授權本公司之授權人員代表本公司簽署、交付與本次公開收購及本次合併有關文件之行為及其促使本公司履行交易文件及其他與本次公開收購及本次合併有關文件下之義務等行為，皆據此追認、確認及同意。

決議：授權本公司之授權人員備製公開收購說明書及公開收購申報書並據以向金管會為申報。

決議：授權、採行及核准同意委任受委任機構代表本公司履行收購相關事項，並於授權人員認為必要及妥適時，得簽署相關合約及委任書。

決議：授權本公司之授權人員於認為妥適及必要時得以公司名義代表本公司開設相關證券及銀行帳戶（包括但不限於於受委任機構開設證券及銀行帳戶）。

決議：授權受委任機構取得有關本次公開收購之合理性意見。

決議：授權本公司之授權人員於認為妥適及必要時，向任何政府機構為有關文件之簽署及申報（包括但不限於金管會所要求之申報）。

決議：授權本公司之授權人員有關本次公開收購及本次合併委任股務受託機構，並與其簽訂妥適之合約。

決議：授權本公司之授權人員得以本公司名義代表本公司為完成本次合併而向金管會或其他主管機關為必要或所需之申報。

決議：授權本公司之授權人員為實行本次公開收購及本次合併，以本公司名義代表本公司為任何進一步必須或妥適作為，包括但不限於：為本次公開收購及本次合併向主管機關為通知、修改或終止本次公開收購、支付收購對價及向第三方或主管機關取得所需之同意等。

決議：授權本公司之授權人員代表本公司為完成本次合併或上開各決議事項而備製或簽署相關申請書、文件、合約及書類等。

2. 其他事項

決議：授權本公司之授權人員代表本公司為實行上開各決議事項，採行任何進一步作為或簽署將關書類或文件。

決議：本公司之授權人員於本董事會書面決議前，為實行上開各決議事項而已採行之所有作為，皆據此追認確認及同意，視為本公司之行動與決定。

RYAN BENTON（簽）
THOMAS MELENDREZ（簽）
陳建良（簽）

附件三、獨立專家對於本次公開收購對價合理性意見書

公開收購台灣安恩科技股份有限公司

收購價格合理性意見書

民　國　一　0　三　年　四　月　二　十　八　日

一、委任內容

本意見書係就 Image Sub Limited(以下簡稱 Image Sub)，擬以現金每股新台幣 91.00 元為對價，公開收購安恩科技股份有限公司(以下簡稱〝安恩科技〞)普通股，而依公開收購說明書應行記載事項準則第十三條規定，委託本獨立專家就收購價格出具合理性意見書。本意見書所引用安恩科技之財務報表，其編製係安恩科技管理當局之責任，並經其他會計師查核簽證，本獨立專家僅引用財務報表內容進行設算，對財務報表內容不表示任何意見。

二、標的公司概述

1. 業務內容

安恩科技為無晶圓 IC 設計公司，主要經營業務為平面顯示器類比及混合訊號積體電路之研發設計及銷售。安恩科技成立於民國 85 年，早期以設計光碟機元件控制 IC 起家(CD-RW、CD-ROM 及 DVD-ROM)，民國 91 年轉型跨入 TFT-LCD(薄膜電晶體液晶顯示器)電源管理 IC 領域，民國 94 年正式量產出貨並順利通過韓系及台系面板大廠認證，打入全球主要 LCD 面板廠供應鏈，並持續擴展產品之應用領域，由 LCD-TV、LCD-NB 及 LCD-Monitor 擴充到消費性電子產品。

安恩科技之營運總部位於美國加州矽谷，主要負責統籌公司之經營策略，並負責電源管理 IC 之開發設計、晶圓之採購、封裝測試委外加工與成品之銷售，由於銷售客戶及晶圓代工廠、封裝測試加工廠幾乎均來自亞洲國家，為就近服務客戶，方便與晶圓代工廠及封裝測試加工廠就生產製造過程進行問題溝通與協調，在台灣、韓國、香港及大陸成立分公司及子公司。

2. 財務狀況

有關安恩科技民國 100 年、民國 101 年及民國 102 年度之財務狀況摘要敘述如下：

除特別標示外，單位別為新台幣仟元

科目別 \ 期別	民國 100 年	民國 101 年	民國 102 年
資產總額	3,848,789	4,668,321	4,262,936
負債總額	537,559	571,548	357,623
股本	714,391	809,713	783,184
股東權益	3,311,230	4,096,773	3,905,313
營業收入	2,155,619	2,833,048	1,988,918
營業毛利	1,114,929	1,473,870	1,047,582
營業利益	587,787	773,863	424,321
稅前息前折舊攤銷前淨利(EBITDA)	603,051	811,439	470,897
稅前淨利	594,582	786,584	442,390
稅後淨利	500,389	784,811	429,673
每股淨值(元)*註	40.89	57.35	52.60
每股盈餘(元) *註	6.82	9.84	5.46

資料來源：安恩科技經會計師查核簽證之民國 100 年度、101 年度及 102 年度合併財務報告、台灣經濟新報資料庫

註：係採用扣除庫藏股後之股數，作為每股淨值及每股盈餘之設算依據

三、評估模式

1. 評估方法介紹

目前市場上常用之企業價值之評估分析模式，皆各自有其學理依據及理論基礎，大抵可以分為以下三大類：

(1) 市場法：例如市價法(針對已掛牌交易之標的公司，可由其於集中市場交易價格推估其合理價值)、市場比較法(依據對標的公司及市場同業之財務資料，以市場乘數例如本益比、股價淨值比、股價營收比、或其他財務比率等來分析評價)。

(2) 收益法：例如目前學術上最常提及的現金流量折現法，即以所選定之折現率，將標的公司未來營運所產生之現金流量折現成現值，以決定其企業價值。

(3) 成本法：以帳面價值為基礎，並作相關必要之調整，以反映評價時點之企業價值。

2. 同業選取

安恩科技為類比 IC 設計公司，茲就目前台灣主要從事類比 IC 設計公司、製造及銷售之上市櫃公司中，依產品結構較為相近之標準，篩選取出同業計五家：致新科技股份有限公司、通嘉科技股份有限公司、立錡科技股份有限公司、類比科技股份有限公司及昂寶電子股份有限公司。下表列示安恩科技與五家同業公司民國 102 年度之財務狀況、獲利情形：

除特別標示外，單位別為新台幣仟元

	安恩科技	致新科技	通嘉科技	立錡科技	類比科技	昂寶電子
資產總額	4,262,936	5,327,706	1,371,083	8,737,710	1,631,606	2,883,969
負債總額	357,623	1,347,621	214,008	2,129,786	559,314	776,488
股本	783,184	861,721	450,368	1,485,173	386,151	434,520
股東權益總額	3,905,313	3,980,085	1,157,075	6,607,924	1,072,292	2,107,481
營業收入	1,988,918	3,896,509	1,061,958	10,728,649	1,128,407	2,726,281
營業利益	424,321	566,953	118,969	1,585,563	73,965	605,532
稅前息前折舊攤銷前淨利(EBITDA)	470,897	715,405	183,696	2,046,691	130,185	679,719
稅前淨利	442,390	640,740	144,215	1,633,167	100,241	656,554
稅後淨利	429,673	542,562	113,103	1,373,687	65,680	540,970
每股淨值(元)	52.60	46.13	25.61	44.44	27.77	48.41
每股盈餘(元)	5.46	6.33	2.51	9.25	1.70	12.81

資料來源：各該公司民國 102 年度經會計師查核簽證之合併財務報表(若該公司未編製合併財務報表，則以各該公司民國 102 年度經會計師查核簽證之個別財務報表)、台灣經濟新報資料庫

3. 本案評估方法選取

考量本案背景及評價目的，本意見書採用市場法為主要評估方法，係以安恩科技近期市場交易價格(Market Price)、安恩科技與上述五家同業企業市場同業比較法(包含本益比法(P/E Ratio)、股價淨值比(P/B Ratio))及安恩科技截至民國 102 年度每股淨值等市場參數為衡量基礎，並考量企業特性、交易需求等非量化因素給予不同評價方式所得之合理價值分配權重調整，設算合理收購價格區間。

4. 評估之資料來源

本次評估之主要資料來源如下：

(1) 安恩科技經會計師查核簽證後之民國 100 年度、101 年度及 102 年度合併財務報告。
(2) 公開資訊觀測站取得之安恩科技及同業公司相關營業概況、財務報告資料及其它與評價目的有關之重要訊息。
(3) 台灣經濟新報資料庫有關安恩科技及各同業公司之分析比較性資料及歷史股價資訊。
(4) 安恩科技所屬產業及相關同業之產業資訊及研究報告。

四、價值計算

為評估公司合理價值，除審視安恩科技本身相關財務數據及其於公開交易市場之價格外，本意見書並同時參酌上市櫃主要同業公司相關表現，加以反映整體產業近期狀況，並排除公開市場交易量明顯偏低、或有明顯業外事件影響、以及 PER、PBR 為極端值之同業公司。

以下茲就安恩科技與同業公司民國 102 年度經會計師查核簽證後之財務報告，作為設算基礎，茲利用下述三種模式(市價法、市場同業比較法、每股淨值法)，評估安恩科技合理價格如下：

1. 市價法 (Market Price)

考量安恩科技係於台灣證券交易所交易之上市公司，其股票交易價格係經市場機制產生之合理價值，茲將安恩科技於民國 102 年 4 月 25 日(含)前 10、20、30 個營業日之平均收盤價列示如下：

採樣期間	安恩科技平均收盤價(元)	理論價格區間(元)
最近 10 個營業日	70.23	70.23~71.38
最近 20 個營業日	70.92	
最近 30 個營業日	71.38	

資料來源：台灣經濟新報資料庫、本獨立專家彙總整理

2. 市場同業比較法

(1) 本益比法(P/E Ratio)

i. 採樣同業之本益比乘數

茲採樣安恩科技與三家同業公司 – 致新科技、通嘉科技及立錡科技，於民國 102 年 4 月 25 日(含)前 10、20、30 個營業日收盤價，以及各公司於民國 102 年度財務報表之每股盈餘(EPS)等財務數據設算各公司於採樣期間之同業本益比乘數。

經計算同業平均本益比乘數詳如下表所示：

採樣期間	同業平均本益比乘數(倍)
最近 10 個營業日	16.65x
最近 20 個營業日	16.97x
最近 30 個營業日	17.00x

資料來源：台灣經濟新報資料庫、本獨立專家彙總整理

ii. 理論價格區間設算

依據列示同業之計算乘數，設算安恩科技之理論價格參考區間。

採樣期間	同業平均本益比(倍)	安恩科技 102 年度 EPS	設算每股價值(元)	理論價格區間(元)
最近 10 個營業日	16.65x	5.46	90.92	90.92~92.84
最近 20 個營業日	16.97x		92.63	
最近 30 個營業日	17.00x		92.84	

(2) 股價淨值比法 (P/B Ratio)

i. 採樣同業之股價淨值比

茲採樣安恩科技與三家同業公司 –致新科技、通嘉科技及類比科技，於民國 103 年 4 月 25 日(含)前 10、20、30 個營業日收盤價，及各公司於民國 102 年度之股東權益總額及在外流通股數等財務數據，所計算之各公司之每股淨值，設算各公司於採樣期間之同業本益比乘數。

經計算同業平均股價淨值比詳如下表所示：

採樣期間	同業平均股價淨值比(倍)
最近 10 個營業日	1.63x
最近 20 個營業日	1.65x
最近 30 個營業日	1.67x

資料來源：台灣經濟新報資料庫、本獨立專家彙總整理

ii. 理論價格區間設算

依據列示同業之計算乘數，設算安恩科技之理論價格參考區間。

採樣期間	同業平均 股價淨值比(倍)	安恩科技 102 年度 每股淨值(元)	設算每股價值(元)	理論價格區間(元)
最近 10 個營業日	1.63x	52.60	85.74	85.74~87.84
最近 20 個營業日	1.65x		86.79	
最近 30 個營業日	1.67x		87.84	

(3) 市場同業比較法綜合計算

綜上，依據其各市場同業比較法之計算，分配相同權重予本益比法(P/E Ratio)及股價淨值比法(P/B Ratio)，估算結果如下所示：

採樣期間	本益比法 理論價格區間(元)	股價淨值比法 理論價格區間(元)	各期間平均值 (元)
最近 10 個營業日	90.92	85.74	88.33
最近 20 個營業日	92.63	86.79	89.71
最近 30 個營業日	92.84	87.84	90.34

3. 每股淨值法

依安恩科技最近期(民國 102 年度)經會計師查核簽證財報資料，設算截至民國 102 年 12 月 31 日，其每股淨值為新台幣 52.60 元；惟有鑑於每股淨值係企業過去歷史財務數據，其所顯現者為企業本身之淨資產價值(清算價值)，然無法顧及公司在經濟價值創造能力，更難以反映企業未來潛力及策略價值，考量安恩科技為 IC 設計公司，非為一般電子製造產業，安恩科技本身無需配備龐大之製造設備及廠房，對資本需求度迥異，故每股淨值不易彰顯安恩科技在無形資產、智慧財產等之真實價值，故本意見書在評估其合理價值，擬不予參考其每股淨值之數據。

五、評估結論

1. 理論價格區間初步彙總

對於上述兩種評價模式，由於各評價模式均有其理論與實務上之基礎，有鑒於安恩科技係屬股票上市公司，其股票市價係屬市場機制下給予之合理價格，故於評估時給予其市價法較高 70%~80%權重，而其市場同業比較法則佔約 20%~30%權重。

評價模式	安恩科技理論價格區間(元)	權重	加權後理論價格區間
市價法	70.23~71.38	70%~80%	73.85~77.07
市場同業比較法	88.33~90.34	20%~30%	

2. 非量化調整因素

有鑒於安恩科技為電源管理 IC 之開發設計領導品牌之一，其技術團隊擁有相當深厚的類比 IC 技術及經驗，在 TFT-LCD(薄膜電晶體液晶顯示器)電源管理 IC 領域，取得韓系及台系面板大廠認證，成功打入全球主要 LCD 面板廠供應鏈，考量 Image Sub 藉由此次併購取得安恩科技之研發技術團隊、暨有業務基礎及客戶資源，將有助於提昇其所屬集團之國際市場競爭力，另外續考量併購後，安恩科技經營主導權移轉等相關非量化因素後，在前述理論價格區間(73.85~77.07)之基礎下，再給予一定之收購溢價 15~25%，經非量化調整後之收購價格參考區間為 84.93~96.34 元。

3. 評估結論

前經以安恩科技可量化之財務數據及市場客觀資料，分別依市價法及市場同業比較法等模式加以分析，另針對相關非量化因素進行調整後，本獨立專家試算安恩科技之合理收購價格參考區間為每股新台幣 84.93~96.34 元，故認為 Image Sub 擬按每股現金新台幣 91.00 元為對價，公開收購安恩科技普通股之價格係於合理範圍內，應屬允當合理。

4. 就本案公開收購人之資金來源，其母公司-美商艾科嘉將從其帳上現金及約當現金（包括短期可轉讓有價證券）中預留約美金 140,000 千元(約當新台幣 42.42 億元，占總公開收購價金最高新台幣 70.78 億之 60%)，同時母公司將向財務機構 Stifel Financial Corporation 取得融資以支應不足之部分，並以母公司艾科嘉以及其在美國各子公司之主要部分之不動產、私有財產及混合性財產(包括但不逾被收購公司具有表決權股份之 65%部分)作為融資擔保品。另依合併合約之約定，日後將以被收購公司之部分資金作為償還融資使用，本獨立專家認為因非直接以安恩科技之重要資產作為擔保品，且安恩科技帳上現金及約當現金計有新台幣 38.47 億(依其 2013/12/31 合併資產負債表所示)，仍高於融資金額，故本獨立專家認為對安恩科技之財務、業務健全性，應無直接重大之影響

獨立專家： 李 宗 黎

(Image Sub 公開收購安恩科技股份有限公司股份案價格合理性意見書專用)

中 華 民 國 一 0 三 年 四 月 二 十 八 日

獨立聲明書

本人受託就 Image Sub 公開收購安恩科技股份有限公司乙案，就收購價格之合理性，提出評估意見書。

本人為執行上開業務，特聲明並無下列情事：

1. 本人或配偶現受該上述公司聘雇，擔任經常工作，支領固定薪給者。
2. 本人或配偶曾任上述公司之職員，而解任未滿二年者。
3. 本人或配偶任職之公司與上述公司互為關係人者。
4. 與上述公司負責人或經理人有配偶或二等親以內親屬關係者。
5. 本人或配偶與上述公司有投資或分享利益之關係者。
6. 本人或配偶任職之公司與上述公司具有業務往來關係者。

為 Image Sub 公開收購安恩科技股份有限公司乙案，本人提出之專家評估意見均維持超然獨立之精神，絕無任何偏頗之行為產生，並本於客觀、公正、獨立超然之立場出具。

本意見書及其結論，僅能基於上述公開收購案之目的使用，不得移作其它目的使用。

立聲明書人：李 宗 黎

中 華 民 國 一 0 三 年 四 月 二 十 八 日

獨立專家簡歷表

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性　　別：　男

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經　　歷：　中華民國會計師公會全國聯合會常務理事(81 – 84)
中華民國會計師公會全國聯合會專業教育委員會主任委員(81 – 84)
中華民國會計師公會全國聯合會業務評鑑委員會副主任委員(81 – 89)

現　　職：　正業聯合會計師事務所所長(72 年迄今)