

# 605429

CT CORPORATION SYSTEM

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

CORPORATION(S) NAME

Sawtek Inc.

merging: Timber Acquisition Corp.

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-07/20/01--01032--023  
\*\*\*\*\*87.50 \*\*\*\*\*87.50

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|----------------------------------------------------|-------------------------------------------------|---------------------------------------------|
| <input type="checkbox"/> Profit                    | <input type="checkbox"/> Amendment              | <input checked="" type="checkbox"/> Merger  |
| <input type="checkbox"/> Nonprofit                 |                                                 |                                             |
| <input type="checkbox"/> Foreign                   | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark               |
|                                                    | <input type="checkbox"/> Reinstatement          |                                             |
| <input type="checkbox"/> Limited Partnership       | <input type="checkbox"/> Annual Report          | <input type="checkbox"/> Other              |
| <input type="checkbox"/> LLC                       | <input type="checkbox"/> Name Registration      | <input type="checkbox"/> Change of RA       |
|                                                    | <input type="checkbox"/> Fictitious Name        | <input type="checkbox"/> UCC                |
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| <input type="checkbox"/> Call When Ready           | <input type="checkbox"/> Call If Problem        | <input type="checkbox"/> After 4:30         |
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Examiner \_\_\_\_\_  
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Verifier \_\_\_\_\_  
W.P. Verifier \_\_\_\_\_

7/19/01

Order#: 4670973

Ref#: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

660 East Jefferson Street  
Tallahassee, FL 32301  
Tel. 850 222 1092  
Fax 850 222 7615

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DIVISION OF CORPORATION

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

TIMBER ACQUISITION CORP., a Florida corporation, P01000047923

INTO

**SAWTEK INC.**, a Florida entity, 605429

File date: July 19, 2001

Corporate Specialist: Doug Spitler

**FILED**

01 JUL 19 PM 2:36

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER**

**MERGING**

**TIMBER ACQUISITION CORP.,  
A FLORIDA CORPORATION**

**WITH AND INTO**

**SAWTEK INC.,  
A FLORIDA CORPORATION**

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Pursuant to Section 607.1105 of the Florida General Corporation Act

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**FIRST:** The constituent corporations are Sawtek Inc., a Florida corporation ("Sawtek") and Timber Acquisition Corp., a Florida corporation ("Merger Sub").

**SECOND:** TriQuint Semiconductor, Inc., Sawtek and Merger Sub have entered into an Agreement and Plan of Reorganization (the "**Reorganization Agreement**"), dated May 15, 2001, as amended, providing for certain representations, warranties and covenants contemplated in connection with the transaction contemplated thereby. The constituent corporations have entered into an Agreement of Merger (the "**Merger Agreement**") attached hereto as Exhibit A to effect the transactions set forth in the Reorganization Agreement with regard to the terms and conditions of the merger of Merger Sub with and into Sawtek (the "**Merger**"). The Reorganization Agreement, containing the material terms of the Merger Agreement, has been approved by (i) the shareholders of Sawtek on July 19, 2001 and (ii) the sole shareholder of Merger Sub on June 29, 2001 in accordance with Section 607.0704 of the Florida General Corporation Act.

**THIRD:** The name of the surviving corporation in the Merger (the "**Surviving Corporation**") shall be Sawtek Inc.

**FOURTH:** The Restated Articles of Incorporation of the Merger Sub shall be the articles of incorporation of the Surviving Corporation, and shall be amended in their entirety to read as attached hereto as Exhibit B.

**FIFTH:** The Merger shall become effective upon the filing of these Articles of Merger with the Secretary of State of the State of Florida.

IN WITNESS WHEREOF, Sawtek and Timber Acquisition Corp. have caused these Articles of Merger to be executed in their respective corporate name as of the 18<sup>th</sup> day of July, 2001.

**SAWTEK, INC.**

By: K. Anemogiannis  
Kimon Anemogiannis  
President and Chief Executive Officer

**TIMBER ACQUISITION CORP.**

By: \_\_\_\_\_  
Steven J. Sharp  
President and Chief Executive Officer

IN WITNESS WHEREOF, Sawtek and Timber Acquisition Corp. have caused these Articles of Merger to be executed in their respective corporate name as of the 16<sup>th</sup> day of July, 2001.

**SAWTEK, INC.**

By: \_\_\_\_\_  
Kimon Anemogiannis  
President and Chief Operating Officer

**TIMBER ACQUISITION CORP.**

By: Steven J. Sharp  
Steven J. Sharp  
President and Chief Executive Officer

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**Exhibit A**

**Agreement of Merger**

## AGREEMENT OF MERGER

This Agreement of Merger, dated as of July 19, 2001 (this "Agreement"), is made and entered into by Timber Acquisition Corp., a Florida corporation (being herein referred to as "Merger Sub" or the "Surviving Corporation"), and Sawtek Inc., a Florida corporation ("Company"). Company and Merger Sub are herein collectively referred to as the "Constituent Corporations."

### RECITALS

A. TriQuint Semiconductor, Inc., a Delaware corporation ("Parent"), directly owns all of the outstanding shares of capital stock of Merger Sub.

B. The Constituent Corporations and Parent have entered into an Agreement and Plan of Reorganization, dated as of May 15, 2001 (the "Reorganization Agreement"), as amended, providing for certain representations, warranties and covenants in connection with the transactions contemplated thereby.

C. The Boards of Directors of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations and in the best interests of the shareholders of the Constituent Corporations that Company be acquired by Parent through a merger of Merger Sub with and into Company (the "Merger").

NOW, THEREFORE, the parties hereto hereby agree as follows:

### ARTICLE I THE CONSTITUENT CORPORATIONS

1.1 Capitalization of Company. Company was incorporated under the laws of the State of Florida on January 3, 1979.

1.2 Company Capital Stock. The authorized capital stock of Company consists of 120,000,000 shares of Common Stock, \$0.0005 par value per share, of which 42,402,623 shares are issued and outstanding (the "Company Common Stock"), and 1,000,000 shares of Preferred Stock, \$0.01 par value per share, none of which are issued and outstanding (the "Company Preferred Stock").

1.3 Capitalization of Merger Sub. Merger Sub was incorporated under the laws of the State of Florida on May 11, 2001. Merger Sub is authorized to issue an aggregate of 1,000 shares, par value \$0.001 per share, of its capital stock (the "Merger Sub Common"). On the date hereof, an aggregate of 1,000 shares of Sub Common were issued and outstanding, all of which are held by Parent.

## ARTICLE II THE MERGER

2.1 The Merger. At the Effective Time (as defined below) and subject to and upon the terms and conditions of the Reorganization Agreement and the applicable provisions of the Florida General Corporation Act ("Florida Law"), Merger Sub shall be merged with and into Company (the "**Merger**"), the separate corporate existence of Merger Sub shall cease and Company shall continue as the surviving corporation (the "**Surviving Corporation**").

2.2 Effective Time; Closing. Subject to the provisions of the Reorganization Agreement, the Constituent Corporations and Parent shall cause the Merger to be consummated by filing Articles of Merger with the Secretary of State of the State of Florida in accordance with the relevant provisions of Florida Law (the "**Articles of Merger**") (the time of such filing (or such later time as may be agreed in writing by Company and Parent and specified in the Articles of Merger) being the "**Effective Time**") as soon as practicable on or after the Closing Date (as hereinafter defined). The closing of the Merger (the "**Closing**") shall take place at the offices of Wilson Sonsini Goodrich & Rosati, Professional Corporation, at a time and date to be specified by the parties, which shall be no later than the third business day after the satisfaction or waiver of the conditions set forth in Article VI of the Reorganization Agreement, or at such other time, date and location as the parties thereto agree in writing (the "**Closing Date**").

2.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the Reorganization Agreement, Articles of Merger and the applicable provisions of Florida Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

## ARTICLE III ARTICLES OF INCORPORATION, BYLAWS AND DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

3.1 Articles of Incorporation; Bylaws. At the Effective Time, the Articles of Incorporation of Merger Sub, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided by law and such Articles of Incorporation of the Surviving Corporation; provided, however, that at the Effective Time the Articles of Incorporation of the Surviving Corporation shall be amended so that the name of the Surviving Corporation shall be "Sawtek Inc."

(a) The Bylaws of Merger Sub, as in effect immediately prior to the Effective Time, shall be, at the Effective Time, the Bylaws of the Surviving Corporation until thereafter amended.

3.2 Directors and Officers. The initial directors of the Surviving Corporation shall be the directors of Merger Sub immediately prior to the Effective Time, until their respective successors are duly elected or appointed and qualified. The initial officers of the Surviving Corporation shall be the officers of Merger Sub immediately prior to the Effective Time, until their respective successors are duly appointed.



ARTICLE IV  
MANNER AND BASIS OF CONVERTING SHARES  
OF THE CONSTITUENT CORPORATIONS

4.1 Effect on Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of Merger Sub, Company or the holders of any of the following securities:

(a) Conversion of Company Common Stock. Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time, other than any shares of Company Common Stock to be canceled pursuant to Section 4.1(b), will be canceled and extinguished and automatically converted (subject to Section 4.1(f)) into the right to receive 1.1507 (the "**Exchange Ratio**") validly issued, fully paid and nonassessable shares of Common Stock, \$0.001 par value per share, of the Parent (the "**Parent Common Stock**") upon surrender of the certificate representing such share of Company Common Stock in the manner provided in Section 4.2 (or in the case of a lost, stolen or destroyed certificate, upon delivery of an affidavit (and bond, if required) in the manner provided in Section 4.4). If any shares of Company Common Stock outstanding immediately prior to the Effective Time are unvested or are subject to a repurchase option, risk of forfeiture or other condition under any applicable restricted stock purchase agreement or other agreement with the Company, then the shares of Parent Common Stock issued in exchange for such shares of Company Common Stock will also be unvested and subject to the same repurchase option, risk of forfeiture or other condition, and the certificates representing such shares of Parent Common Stock may accordingly be marked with appropriate legends. The Company shall take all action that may be necessary to ensure that, from and after the Effective Time, Parent is entitled to exercise any such repurchase option or other right set forth in any such restricted stock purchase agreement or other agreement.

(b) Cancellation of Parent-Owned and Company-Held Stock. Each share of Company Common Stock held by Company or owned by Merger Sub, Parent or any direct or indirect wholly owned subsidiary of Company or of Parent immediately prior to the Effective Time shall be canceled and extinguished without any conversion thereof.

(c) Stock Options; Employee Stock Purchase Plans. At the Effective Time, all options to purchase Company Common Stock then outstanding under Company's 1983 Stock Option Plan (the "**1983 Plan**"), Company's Second Stock Option Plan (the "**1996 Plan**"), Company's Stock Option Plan for Acquired Companies (the "**1998 Plan**") and Company's 1996 Stock Purchase Plan (the "**1996 ESPP**"), and together with the 1983 Plan, the 1996 Plan and the 1998 Plan, the "**Company Stock Option Plans**") shall be assumed by Parent in accordance with Section 5.8 of the Reorganization Agreement. Rights outstanding under Company's 1996 ESPP shall be treated as set forth in such Section 5.8.

(d) Capital Stock of Merger Sub. Each share of Merger Sub Common issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid and nonassessable share of Common Stock, \$0.0005 par value per share, of the Surviving Corporation. Each certificate evidencing ownership of shares of Merger Sub Common shall evidence ownership of such shares of capital stock of the Surviving Corporation.

(e) Adjustments to Exchange Ratio. The Exchange Ratio shall be adjusted to reflect appropriately the effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into Parent Common Stock or Company Common Stock), reorganization, recapitalization, reclassification or other like change with respect to Parent Common Stock or Company Common Stock occurring on or after the date hereof and prior to the Effective Time.

(f) Fractional Shares. No fraction of a share of Parent Common Stock will be issued by virtue of the Merger, but in lieu thereof each holder of shares of Company Common Stock who would otherwise be entitled to a fraction of a share of Parent Common Stock (after aggregating all fractional shares of Parent Common Stock that otherwise would be received by such holder) shall receive from Parent an amount of cash (rounded to the nearest whole cent) equal to the product of (i) such fraction, multiplied by (ii) the average of the closing price of the Parent Common Stock on the Nasdaq National Market ("NASDAQ") on the two trading days immediately preceding the Effective Time.

#### 4.2 Surrender of Certificates.

(a) Exchange Agent. Parent shall select a bank or trust company reasonably acceptable to Company to act as the exchange agent (the "**Exchange Agent**") in the Merger.

(b) Parent to Provide Common Stock. Promptly after the Effective Time, Parent shall make available to the Exchange Agent for exchange in accordance with this Article IV, the shares of Parent Common Stock issuable pursuant to Section 4.1 in exchange for outstanding shares of Company Common Stock, and cash in an amount sufficient for payment in lieu of fractional shares pursuant to Section 4.1(f) and any dividends or distributions to which holders of shares of Company Common Stock may be entitled pursuant to Section 4.2(d).

(c) Exchange Procedures. Promptly after the Effective Time, Parent shall cause the Exchange Agent to mail to each holder of record (as of the Effective Time) of a certificate or certificates (the "**Certificates**"), which immediately prior to the Effective Time represented outstanding shares of Company Common Stock whose shares were converted into shares of Parent Common Stock pursuant to Section 4.1 cash in lieu of any fractional shares pursuant to Section 4.1(f) and any dividends or other distributions pursuant to Section 4.2(d), (i) a letter of transmittal in customary form (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Exchange Agent and shall contain such other provisions as Parent may reasonably specify) and (ii) instructions for use in effecting the surrender of the Certificates in exchange for certificates representing shares of Parent Common Stock, cash in lieu of any fractional shares pursuant to Section 4.1(f) and any dividends or other distributions pursuant to Section 4.2(d). Upon surrender of Certificates for cancellation to the Exchange Agent or to such other agent or agents as may be appointed by Parent, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, the holders of such Certificates shall be entitled to receive in exchange therefor certificates representing the number of whole shares of Parent Common Stock into which their shares of Company Common Stock were converted at the Effective Time, payment in lieu of fractional shares which such holders have the right to receive pursuant to Section 4.1(f) and any dividends or distributions payable pursuant to Section 4.2(d), and the Certificates so surrendered

shall forthwith be canceled. Until so surrendered, outstanding Certificates will be deemed from and after the Effective Time, for all corporate purposes, subject to Section 4.2(d) as to the payment of dividends, to evidence only the ownership of the number of full shares of Parent Common Stock into which such shares of Company Common Stock shall have been so converted and the right to receive an amount in cash in lieu of the issuance of any fractional shares in accordance with Section 4.1(f) and any dividends or distributions payable pursuant to Section 4.2(d).

(d) Distributions With Respect to Unexchanged Shares. No dividends or other distributions declared or made after the date of the Reorganization Agreement with respect to Parent Common Stock with a record date after the Effective Time will be paid to the holders of any unsurrendered Certificates with respect to the shares of Parent Common Stock represented thereby until the holders of record of such Certificates shall surrender such Certificates. Subject to applicable law, following surrender of any such Certificates, the Exchange Agent shall deliver to the record holders thereof, without interest, certificates representing whole shares of Parent Common Stock issued in exchange therefor along with payment in lieu of fractional shares pursuant to Section 4.1(f) hereof and the amount of any such dividends or other distributions with a record date after the Effective Time payable with respect to such whole shares of Parent Common Stock.

(e) Transfers of Ownership. If certificates representing shares of Parent Common Stock are to be issued in a name other than that in which the Certificates surrendered in exchange therefor are registered, it will be a condition of the issuance thereof that the Certificates so surrendered will be properly endorsed and otherwise in proper form for transfer and that the persons requesting such exchange will have paid to Parent or any agent designated by it any transfer or other taxes required by reason of the issuance of certificates representing shares of Parent Common Stock in any name other than that of the registered holder of the Certificates surrendered, or established to the satisfaction of Parent or any agent designated by it that such tax has been paid or is not payable.

(f) Required Withholding. Each of the Exchange Agent, Parent and the Surviving Corporation shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable pursuant to this Agreement to any holder or former holder of Company Common Stock such amounts as may be required to be deducted or withheld therefrom under the Internal Revenue Code or under any provision of state, local or foreign tax law or under any other applicable legal requirement. To the extent such amounts are so deducted or withheld, such amounts shall be treated for all purposes under this Agreement as having been paid to the person to whom such amounts would otherwise have been paid.

(g) No Liability. Notwithstanding anything to the contrary in this Section 4.2, neither the Exchange Agent, Parent, the Surviving Corporation nor any party hereto shall be liable to a holder of shares of Parent common Stock or Company Common Stock for any amount properly paid to a public official pursuant to any applicable abandoned property, escheat or similar law.

4.3 No Further Ownership Rights in Company Common Stock. All shares of Parent Common Stock issued in accordance with the terms hereof (including any cash paid in respect thereof pursuant to Section 4.1(f) and 4.2(d)) shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of Company Common Stock, and there shall be no further registration of transfers on the records of the Surviving Corporation of shares of Company Common Stock which were outstanding immediately prior to the Effective Time. If after the

Effective Time Certificates are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged as provided in this Article IV.

4.4 Lost, Stolen or Destroyed Certificates. In the event that any Certificates shall have been lost, stolen or destroyed, the Exchange Agent shall issue in exchange for such lost, stolen or destroyed Certificates, upon the making of an affidavit of that fact by the holder thereof, certificates representing the shares of Parent Common Stock into which the shares of Company Common Stock represented by such Certificates were converted pursuant to Section 4.1, cash for fractional shares, if any, as may be required pursuant to Section 4.1(f) and any dividends or distributions payable pursuant to Section 4.2(d); provided, however, that Parent may, in its discretion and as a condition precedent to the issuance of such certificates representing shares of Parent Common Stock, cash and other distributions, require the owner of such lost, stolen or destroyed Certificates to deliver a bond in such sum as it may reasonably direct as indemnity against any claim that may be made against Parent, the Surviving Corporation or the Exchange Agent with respect to the Certificates alleged to have been lost, stolen or destroyed.

4.5 Tax and Accounting Consequences.

(a) It is intended by the Parent and Constituent Corporations that the Merger shall constitute a reorganization within the meaning of Section 368 of the Code. Such parties adopt this Agreement as a "plan of reorganization" within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the United States Income Tax Regulations.

(b) It is intended by the Parent and Constituent Corporations that the Merger shall be treated as a pooling of interest for accounting purposes as set forth in Opinion No. 16 of the Accounting Principles Board.

4.6 Taking of Necessary Action; Further Action. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of Company and Merger Sub, the officers and directors of Company and Merger Sub will take all such lawful and necessary action. Parent shall cause Merger Sub to perform all of its obligations relating to the Reorganization Agreement and the transactions contemplated thereby.

## ARTICLE V TERMINATION AND AMENDMENT

5.1 Termination. Notwithstanding the approval of the material terms of this Agreement, as set forth in the Reorganization Agreement, by the shareholders of Merger Sub and Company, this Agreement may be terminated at any time prior to the Effective Time by mutual agreement of the Boards of Directors of Merger Sub and Company.

5.2 Effects of Termination. In the event of the termination of this Agreement as provided above, this Agreement shall forthwith become void and there shall be no liability on the part of either Company or Merger Sub or their respective officers or directors, except as otherwise provided in the Reorganization Agreement.

5.3 Amendment. This Agreement may be amended by the parties hereto at any time before or after approval of the Reorganization Agreement, containing the material terms of this Agreement, by the shareholders of either Company or Merger Sub, but, after any such approval, no amendment shall be made which by law requires the further approval of the shareholders of either Company or Merger Sub without obtaining such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

**[Remainder of Page Left Blank Intentionally]**

IN WITNESS WHEREOF, the parties have duly executed this Agreement of Merger as of the date first written above.

**SAWTEK INC.**

By: \_\_\_\_\_  
Kimon Anemogiannis, President and Chief  
Operating Officer

By: \_\_\_\_\_  
Raymond A. Link, Chief Financial Officer

**TIMBER ACQUISITION CORP.**

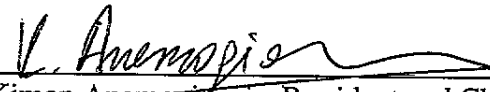
By: Steven J. Sharp  
Steven J. Sharp, President and Chief  
Executive Officer

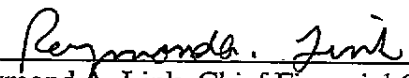
By: Edson H. Whitehurst, Jr.  
Edson H. Whitehurst, Jr., Chief Financial  
Officer, Treasurer and Secretary

*[Signature Page to Timber Acquisition Corp. Agreement of Merger]*

IN WITNESS WHEREOF, the parties have duly executed this Agreement of Merger as of the date first written above.

**SAWTEK INC.**

By:   
Kimon Anemogiannis, President and Chief  
Executive Officer

By:   
Raymond A. Link, Chief Financial Officer

**TIMBER ACQUISITION CORP.**

By: \_\_\_\_\_  
Steven J. Sharp, President and Chief  
Executive Officer

By: \_\_\_\_\_  
Edson H. Whitehurst, Jr., Chief Financial  
Officer, Treasurer and Secretary

*[Signature Page to Timber Acquisition Corp. Agreement of Merger]*

**TIMBER ACQUISITION CORP.**

**OFFICERS' CERTIFICATE OF APPROVAL OF MERGER**

The undersigned, Steven J. Sharp and Edson H. Whitehurst, Jr., do hereby certify that:

1. They are the President and Secretary, respectively, of Timber Acquisition Corp., a Florida corporation and a wholly owned subsidiary of TriQuint Semiconductor, Inc., a Delaware corporation ("Parent").

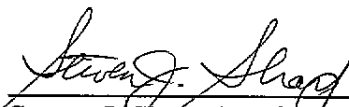
2. The Agreement of Merger attached to this Officers' Certificate providing for the merger of this corporation with and into Sawtek Inc., a Florida corporation (the "Merger"), was duly approved by the Board of Directors and the sole shareholder of this corporation and by the Board of Directors of Parent.

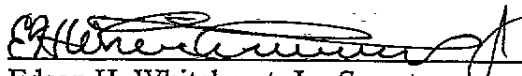
3. This corporation has one authorized class of capital stock, designated Common Stock, and the number of shares of such Common Stock outstanding as of the date hereof and entitled to vote upon the Merger is 1,000 shares.

4. The principal terms of the Agreement of Merger were approved by this corporation by the vote of the sole shareholder owning 100% of the outstanding shares of the Common Stock of this corporation. The percentage vote required for such approval was more than 50%.

Each of the undersigned declares under penalty of perjury that he has read the foregoing Officers' Certificate and knows the contents thereof and that the same is true of his own knowledge.

Executed at Hillsboro, Oregon, on July 16, 2001.

  
Steven J. Sharp, President

  
Edson H. Whitehurst, Jr., Secretary



**SAWTEK INC.**

**OFFICERS' CERTIFICATE OF APPROVAL OF MERGER**

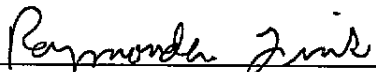
The undersigned, Kimon Anemogiannis and Raymond A. Link, hereby certify that:

1. They are the (i) President and Chief Executive Officer and (ii) Chief Financial Officer, respectively, of Sawtek Inc., a Florida corporation.
2. The material terms of the Agreement of Merger attached to this Officers' Certificate providing for the merger of this corporation with Timber Acquisition Corp., a Florida corporation and a wholly owned subsidiary of TriQuint Semiconductor, Inc., a Delaware corporation (the "Merger"), were duly approved by reason of the approval by the Board of Directors and shareholders of this corporation.
3. This corporation has two classes of authorized capital stock consisting of 120,000,000 shares of authorized Common Stock, of which 42,402,623 shares are issued and outstanding and 1,000,000 shares of Preferred Stock, of which none are issued and outstanding. The number of shares voting in favor of the Merger equaled or exceeded the vote required.
4. The required vote was: at least a majority of the outstanding shares of the Common Stock voting as a single class as required under the Articles of Incorporation of this corporation, as amended.

Each of the undersigned declares under penalty of perjury that he has read the foregoing Officers' Certificate and knows the contents thereof and that the same is true of his own knowledge.

Executed at Apopka, Florida, on July 17, 2001.

  
\_\_\_\_\_  
Kimon Anemogiannis, President and Chief  
Executive Officer

  
\_\_\_\_\_  
Raymond A. Link, Chief Financial Officer

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**Exhibit B**

Restated Articles of Incorporation

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
SAWTEK INC.**

FIRST: The name of the corporation (hereinafter known as the "Corporation") is SAWTEK INC.

SECOND: The duration of the Corporation shall be perpetual.

THIRD: The purposes for which the Corporation is initially organized, which shall continue to be the purposes of the Corporation until and if the same shall be amended pursuant to the provisions of the Florida General Corporation Act, and which shall include the authority of the Corporation to transact any lawful business for which corporations may be incorporated under the Florida General Corporation Act, are as follows:

To carry on a general mercantile, industrial, investigating and trading business in all its branches; to devise, invent, manufacture, fabricate, assemble, install, service, maintain, alter, buy, sell, import, export, license as licensor or licensee, lease as lessor or leasee, distribute, job, enter into, negotiate, execute, acquire and assign contracts in respect of, acquire, receive, grant, and assign licensing arrangements, options, franchises, and other rights in respect of, and generally deal in and with, at wholesale and retail, as principal, and as sales, business, special, or general agent, representative, broker, factor, merchant, distributor, jobber, advisor, and any other lawful capacity, goods, wares, merchandise, commodities, and unimproved, improved, finished, processed, and other real, personal, and mixed property of any and all kinds, together with the components, resultants, and by-products thereof, to acquire by purchase or otherwise own, hold, lease, mortgage, sell, or otherwise dispose of, erect, construct, make, alter, enlarge, improve, and to aid or subscribe toward the construction, acquisition or improvement of any factories, shops, storehouses, buildings, and commercial and retail establishments of every character, including all equipment, fixtures, machinery, implements and supplies necessary, or incidental to, or connected with, any of the purposes or business of the Corporation; and generally to perform any and all acts connected therewith or arising therefrom or incidental thereto, and all acts proper or necessary for the purpose of the business.

To engage generally in the real estate business as principal, agent, broker, and in any lawful capacity, and generally to take, lease, purchase, or otherwise acquire, and to own, use, hold, sell, convey, exchange, lease, mortgage, work, clear, improve, develop, divide, and otherwise handle, manage, operate, deal in and dispose of real estate, real property, lands, multiple-dwelling structures, houses, buildings and other works and any interest or right therein; to take, lease, purchase or otherwise acquire, and to own, use, hold, sell, convey, exchange, hire, lease, pledge, mortgage, and otherwise handle, and deal in and dispose of, as principal, agent, broker, and in any lawful capacity, such personal property, chattels, chattels real, rights, easements, privileges, choses in action, notes, bonds, mortgages, and securities as may lawfully be acquired, held, or disposed of; and to acquire, purchase, sell, assign, transfer, dispose of, and generally deal in and with, as principal, agent, broker,

and in any lawful capacity, mortgages and other interests in real, personal, and mixed properties; to carry on a general construction, contracting, building and realty management business as principal, agent, representative, contractor, subcontractor, and in any other lawful capacity.

To apply for, register, obtain, purchase, lease, take licenses in respect of or otherwise acquire, and to hold, own, use, operate, develop, enjoy, turn to account, grant licenses and immunities in respect of, manufacture under and to introduce, sell, assign, mortgage, pledge, or otherwise dispose of, and, in any manner deal with and contract with reference to:

- (a) inventions, devices, formulae, processes, and any improvements and modifications thereof;
- (b) letters patent, patent rights, patented processes, copyrights, designs, and similar rights, trademarks, trade symbols and other indications of origin and ownership granted by or recognized under the laws of the United States of America or of any state or subdivision thereof, or of any foreign country or subdivision thereof, and all rights connected therewith or appertaining thereto;
- (c) franchises, licenses, grants and concessions.

To have all of the powers conferred upon corporations organized under the Florida General Corporation Act.

FOURTH: The maximum number of shares of its common stock that the Corporation is authorized to have outstanding at any one time is 120,000,000 shares, \$0.0005 per share par value (the "Common Stock"). The maximum number of shares of its preferred stock that the Corporation is authorized to have outstanding at any time is 1,000,000 shares, \$0.01 per share par value (the "Preferred Stock"). The consideration to be paid for each share shall be fixed by the Board and may be paid in whole or in part in cash or other property, tangible or intangible, or in labor or services actually performed or to be performed for the Corporation, with a value, in the judgment of the directors, equivalent to or greater than the full value of the shares.

**Common Stock.** Subject to the rights of the Corporation's preferred stock and except as otherwise provided by the laws of the state of Florida, the holders of record of Common Stock shall share ratably in all dividends, payable in cash, stock or otherwise, and other distributions, whether in respect of liquidation or dissolution (voluntary or involuntary) or otherwise. The holders of Common Stock shall be entitled to one vote per share of Common Stock held, with respect to all matters to be voted on by the shareholders of the Corporation.

**Preferred Stock.** The Board is authorized to determine and alter the rights, preferences, privileges and restrictions granted to and imposed upon any portion of Preferred Stock not designated as a specific Series and on any wholly unissued series of Preferred Stock, and to fix the number of shares and designation of any such shares of Preferred Stock. The Board, within the limits and restrictions stated in any resolutions of the Board originally fixing the number of shares constituting any shares of Preferred Stock, may increase or decrease (but not below the number of

shares of such series then outstanding) the number of shares of any series subsequent to the issue of shares of that series.

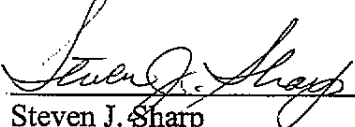
FIFTH: The address of the registered office of the Corporation in the State of Florida is 1818 S. Highway 441, Apopka, Florida 32703, and the name of the registered agent of the Corporation at such address is Raymond A. Link.

SIXTH: The number of directors constituting the Board of Directors of the Corporation shall be no fewer than three and no more than six.

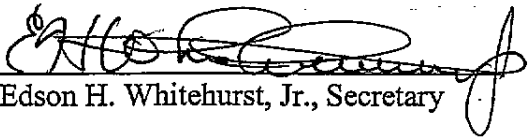
SEVENTH: The Corporation shall indemnify its directors and officers to the extent permitted by the Florida General Corporation Act.

IN WITNESS WHEREOF, the undersigned President, as attested by the Secretary, does hereby make these Restated Articles of Incorporation, which restate and amend the provisions of the Articles of Incorporation of the corporation, having been duly adopted in accordance with Sections 607.1003 and 607.1007 of the Florida General Corporation Act, and hereby declares and certifies that this is his act and deed and the facts herein stated are true, and accordingly, has hereunto set his hand this 18<sup>th</sup> day of July, 2001.

**TIMBER ACQUISITION CORP.**  
a Florida corporation

By:   
Steven J. Sharp  
President

Attest:

By:   
Edson H. Whitehurst, Jr., Secretary