

DEED OF IRREVOCABLE UNDERTAKING
(Director Shareholders)

To: Cirrus Logic, Inc. (the "Offeror")

Date: 28 April 2014

Offer for Wolfson Microelectronics plc (the "Company")

I, the undersigned, understand that the Offeror is considering the Acquisition substantially on the terms and conditions set out or referred to in a draft of the announcement to be released in accordance with Rule 2.7 of the City Code on Takeovers and Mergers (the "Code"), a copy of which is annexed hereto (the "Announcement"), and/or on such other terms and conditions as may be required by the Code and/or the requirements of the Financial Conduct Authority acting in its capacity as the UK Listing Authority (the "UKLA") and the London Stock Exchange plc (the "London Stock Exchange") or any other relevant securities exchange and/or as are customarily included in offers made under the Code.

All references in this undertaking to the "Acquisition" shall:

- (i) mean the proposed acquisition by or on behalf of the Offeror or any of its subsidiaries of all of the issued and to be issued shares in the Company, which acquisition may be by way of takeover offer (within the meaning of section 974 of the Companies Act 2006) (referred to in this undertaking as the "Offer") or a scheme of arrangement (under Part 26 of the Companies Act 2006) (referred to in this undertaking as the "Scheme") and, if made by or on behalf of a subsidiary, all references to the "Offeror" shall be deemed to include that subsidiary; and
- (ii) include any revision or variation in the terms of any acquisition as referred to in paragraph (i) above which represents, in the reasonable opinion of Goldman Sachs International (the "Bank"), no diminution in the value of the Offer or Scheme (as the case may be).

1. Warranties and undertakings

Subject to your announcing the Acquisition by 8am on Tuesday, 29 April 2014 (or such later date as the Company and the Offeror may agree), I irrevocably and unconditionally undertake and warrant to the Offeror that:

- (i) I am the beneficial owner of (or am otherwise able to control the exercise of all rights attaching to, including voting rights and the ability to procure the transfer of), and/or am the registered holder of, the number of ordinary shares of 0.1p each in the capital of the Company set out in the first column of the table below (the "Shares", which expression shall include any other shares in the Company issued after the date hereof and attributable to or derived from such shares);

- (ii) I am not interested in any shares or other securities of the Company other than those of which details are set out in the table below;
- (iii) I am able to transfer, or to procure that the registered holder transfers, the Shares free from all liens, equities, charges, encumbrances, options, rights of pre-emption, and any other third party rights and interests of any nature;
- (iv) I shall not (and shall procure that the registered holder shall not) prior to the earlier of the Acquisition closing (or, if applicable, becoming effective) or lapsing:
 - (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of or permit the sale, transfer, charging or other disposition or creation or grant of any other encumbrance or option of or over all or any of such Shares or interest in such Shares except under the Acquisition, or accept any other offer in respect of all or any of such Shares; or
 - (b) (other than pursuant to the Acquisition) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
 - (I) in relation to, or operating by reference to, shares or other securities of the Company; or
 - (II) to do all or any of the acts referred to in paragraph (a) above; or
 - (III) which would or might restrict or impede the closing of the Acquisition or otherwise preclude me from complying with my obligations under paragraphs 2 or 3,

and references in this paragraph (iv) to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation whether or not subject to any conditions or which is to take effect upon or following the Acquisition closing (or, if applicable, becoming effective) or lapsing or upon or following this undertaking ceasing to be binding or upon or following any other event;

- (v) prior to the earlier of the Acquisition closing (or, if applicable, becoming effective) or lapsing and save for the Shares and acquisition of further shares in the capital of the Company pursuant to the exercise of options under any of the Company's share option schemes, I will not acquire any shares or other securities of the Company (or any interest therein) and, if any such shares, securities or interest (including for these purposes shares arising on exercise of options) is acquired by, or allotted to, me, such shares, securities or interest (as the case may be) shall be deemed to be included in the expression "Shares" for the purposes of this undertaking; and
- (vi) I have full power and authority and the right (free from any legal or other restrictions), and will at all times continue to have all relevant power and authority and the right, to

enter into and perform my obligations under this undertaking in accordance with their terms.

2. Scheme

In consideration of the Offeror agreeing to implement the Acquisition and subject to your announcing the Acquisition by 8am on Tuesday, 29 April 2014 (or such later date as the Company and the Offeror may agree), I irrevocably and unconditionally undertake, if the Acquisition is implemented by way of the Scheme, to the Offeror that:

- (i) I shall exercise, or, where applicable, procure the exercise of, all voting rights attaching to the Shares on any resolution (whether or not amended and whether put on a show of hands or a poll) which is proposed at any general meeting of the Company (including any adjournment thereof) ("**General Meeting**") or at any meeting of holders of shares in the Company convened by a Court (including any adjournment thereof) ("**Court Meeting**") which:
 - (a) is necessary to implement the Acquisition;
 - (b) might reasonably be expected to have any impact on the fulfilment of any condition to the Acquisition; or
 - (c) might reasonably be expected to impede or frustrate the Acquisition in any way (which shall include any resolution to approve a scheme of arrangement relating to the acquisition of any shares in the Company by a third party),

only in favour of all resolutions to approve the Acquisition and any related matters;
- (ii) for the purpose of voting on any resolution referred to under paragraph (i) above, I shall, if required by the Offeror, execute any form of proxy required by the Offeror appointing any person nominated by the Offeror to attend and vote at the relevant meetings; and
- (iii) without prejudice to paragraph (ii), and in the absence of any such requirement by the Offeror, I shall after the posting of the circular to be sent to shareholders of the Company containing an explanatory statement in respect of the Scheme (the "**Scheme Document**") (and without prejudice to any right I have to attend and vote in person at the Court Meeting and the General Meeting to implement the Acquisition), return, or procure the return of, if applicable, the signed forms of proxy enclosed with the Scheme Document (completed and signed and voting in favour of the resolutions to implement the Acquisition) in accordance with the instructions printed on those forms of proxy and, if applicable, in respect of any Shares held in uncertificated form, take or procure the taking of any action which may be required by the Company or its nominated representative in order to make a valid proxy appointment and give valid proxy instructions (voting in favour of the resolutions to implement the Acquisition), as soon as possible and in any event within ten days after the posting of the Scheme Document.

3. Offer

In consideration of the Offeror agreeing to implement the Acquisition and subject to your announcing the Acquisition by 8am on Tuesday, 29 April 2014 (or such later date as the Company and the Offeror may agree), I irrevocably and unconditionally undertake, if the Acquisition is implemented by way of the Offer, to the Offeror that:

- (i) upon the Offer being made, I will be able to accept or, where applicable, procure the acceptance of the Offer in respect of the Shares and to transfer, or, where applicable, procure the transfer of, the Shares free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them, including voting rights and the right to receive and retain in full all dividends of any nature and other distributions (if any) hereafter declared, made or paid;
- (ii) I shall as soon as possible and in any event within ten days after the posting of the formal document containing the Offer (the "Offer Document") (or, in respect of any shares allotted to, or acquired by, me after the posting of the Offer Document, within seven days of such allotment or acquisition) duly accept or procure acceptance of the Offer in accordance with its terms in respect of the Shares and, in respect of any Shares held in certificated form, shall forward the relevant share certificate(s) to the Offeror or its nominated representative (or a form of indemnity acceptable to the directors of the Company in respect of any lost certificate(s)) at the time of acceptance and, in respect of any Shares held in uncertificated form, shall take any action which may be required by the Offeror or its nominated representative;
- (iii) notwithstanding that the terms of the Offer Document will confer rights of withdrawal on accepting shareholders, I shall not withdraw any acceptance of the Offer in respect of the Shares or any of them and shall procure that no rights to withdraw any acceptance in respect of such Shares are exercised; and
- (iv) the Shares shall be acquired by the Offeror free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them, including voting rights and the right to receive and retain in full all dividends of any nature and other distributions (if any) hereafter declared, made or paid.

4. Miscellaneous

- (i) The obligations and provisions set out in this undertaking apply equally to the persons from whom I am to procure votes in favour of the resolutions to implement the Acquisition pursuant to paragraph 2(i) above or acceptance of the Offer pursuant to the terms of paragraph 3(i) above (as the case may be) and I shall procure the observance by such persons of the terms hereof as if they were each specifically a party hereto.

- (ii) I consent to the issue of an announcement incorporating references to me and to this undertaking substantially in the terms set out in the Announcement. I understand that, if the Acquisition proceeds, this undertaking will be made available for inspection during the offer period (as defined in the Code) and that particulars of it will be contained in the Scheme Document or the Offer Document (as the case may be). I undertake to provide you with all such further information in relation to my interest and that of any person connected with me as you may require in order to comply with the rules and requirements of the UKLA, the London Stock Exchange, the Panel on Takeovers and Mergers and the Companies Act 2006 and any other legal or regulatory requirements for inclusion in the Scheme Document or the Offer Document (as the case may be) (or any other document required in connection with the Acquisition).
- (iii) I irrevocably and by way of security for my obligations hereunder appoint the Offeror and any director of the Offeror to be my attorney to execute on my behalf proxy forms for any Court Meeting or General Meeting or forms of acceptance to be issued with the Offer Document in respect of the Shares (as applicable) and to sign, execute and deliver any documents and to do all acts and things as may be necessary for or incidental to the completion of the Acquisition, the acceptance of the Offer (as the case may be) and/or performance of my obligations under this undertaking.
- (iv) This undertaking shall not oblige the Offeror to announce or proceed with the Acquisition but shall cease to have any effect:
 - (a) if the Offeror shall not have announced a firm intention to proceed with the Acquisition by 8am on Tuesday 29 April 2014 or such later date as the Company and the Offeror may agree on the terms and conditions set out or referred to in the Announcement and/or such other terms and conditions as may be required by the Code and/or the requirements of the UKLA and the London Stock Exchange or any other relevant exchange and/or as are customarily included in offers made under the Code;
 - (b) if the Scheme Document or Offer Document (as the case may be) has not been posted within 28 days of the issue of the Announcement (or within such longer period as the Offeror, with the consent of the Panel on Takeovers and Mergers, determines), provided that if the Acquisition was initially being implemented by way of a Scheme and the Offeror elects to exercise its right to implement the Acquisition by way of an Offer, or vice versa, the time period in this paragraph (b) shall be extended to refer to within 28 days of the issue of the press announcement announcing the change in structure (or such other date for the posting of the Offer Document or Scheme Document (as applicable) as the Panel may require); or
 - (c) on the earlier of (I) the Long Stop Date (as defined in the Announcement); or (II) the date on which the Acquisition (whether implemented by way of a Scheme or an Offer) is withdrawn or lapses in accordance with its terms, provided that this paragraph 4(iv)(c)(II) shall not apply where the Acquisition is withdrawn or lapses as a result of the Offeror exercising its right to implement

the Acquisition by way of an Offer in accordance with the Code rather than by way of a Scheme or vice versa.

- (v) This undertaking shall be governed by and construed in accordance with English law. Any matter, claim or dispute, whether contractual or non-contractual, arising out of or in connection with this undertaking is to be governed by and determined in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.
- (vi) Any references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates the English term in that jurisdiction.

TABLE

| 1. Number of ordinary shares | 2. Number of ordinary shares under option | 3. *Registered owner | 4. *Beneficial owner |
|------------------------------|---|------------------------------|----------------------|
| 149,329 | N/A | Ross King Graham | Ross King Graham |
| 22,446 | N/A | Pershing Nominees Limited | Ross King Graham |

* Where more than one, indicate number of shares attributable to each

I intend this document to be a deed and execute and deliver it as a deed.

Executed as a deed by **Ross King
Graham**



Signature of Party

in the presence of:

Signature of witness



Name of witness

JILL GOLDSMITH

Address of witness

55/3 HOPE TOWN STREET

EDINBURGH

EH7 4NG

Occupation of witness

COMPANY SECRETARY