

# SECURITIES AND EXCHANGE COMMISSION

## FORM S-8

Initial registration statement for securities to be offered to employees pursuant to employee benefit plans

Filing Date: **1995-07-28**  
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### FILER

#### **NATIONAL SEMICONDUCTOR CORP**

CIK: **70530** | IRS No.: **952095071** | State of Incorporation: **DE** | Fiscal Year End: **0531**  
Type: **S-8** | Act: **33** | File No.: **033-61377** | Film No.: **95556914**  
SIC: **3674** Semiconductors & related devices

Mailing Address	Business Address
2900 SEMICONDUCTOR DR SANTA CLARA CA 95052-8090	2900 SEMICONDUCTORS DR PO BOX 58090 SANTA CLARA CA 95052-8090 4087216782

REGISTRATION NO.

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM S-8  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933

NATIONAL SEMICONDUCTOR CORPORATION  
(Exact name of issuer as specified in its charter)

<TABLE>

<S>	DELAWARE	<C>	95-2095071
	(State or other jurisdiction of incorporation or organization)		(I.R.S. Employer Identification Number)

</TABLE>

2900 SEMICONDUCTOR DRIVE, P.O. BOX 58090, SANTA CLARA, CALIFORNIA 95052-8090  
(Address of Principal Executive Offices) (Zip Code)

STOCK OPTION PLAN  
(Full title of the plan)

JOHN M. CLARK III, ESQ.  
SENIOR VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY  
2900 SEMICONDUCTOR DRIVE, P.O. BOX 58090, SANTA CLARA, CALIFORNIA 95052-8090  
(Name and address of agent for service) (Zip Code)

Telephone number, including area code, of agent for service (408) 721-6529

CALCULATION OF REGISTRATION FEE

<TABLE>

TITLE OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER SHARE (1)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE	AMOUNT OF REGISTRATION FEE
<S> Common Stock, (\$0.50 par value)....	<C> 5,000,000 shs.	<C> \$28.065	<C> \$140,312,500	<C> \$48,383.62

<FN>  
(1) Computed on the basis of the average of the high and low sales price of the Common Stock on July 26, 1995 as reported in the consolidated reporting system, which is used as the estimated offering price solely for the purpose of determining the registration fee, in accordance with Rule 457(h).

</TABLE>

\* PURSUANT TO RULE 429 UNDER THE SECURITIES ACT OF 1933, THE PROSPECTUS WHICH FORMS A PART OF THIS REGISTRATION STATEMENT ALSO RELATES TO 27,754,929 SHARES UNDER REGISTRANT'S STOCK OPTION PLAN (FORMERLY NAMED THE 1977 STOCK OPTION PLAN) THAT WERE PREVIOUSLY REGISTERED UNDER REGISTRATION STATEMENTS 2-92468, 33-189-13, AND 33-48941 WITH RESPECT THERETO.

PART I  
EXPLANATORY NOTE

As permitted by the rules of the Securities and Exchange Commission (the "Commission"), this Registration Statement omits the information specified in

Part I of Form S-8. The documents containing the information specified in Part I will be delivered to the participants in the Plan as required by Securities Act Rule 428(b). Such documents are not being filed as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424.

PART II  
INFORMATION REQUIRED IN THE REGISTRATION STATEMENTS

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents which have been filed with the Commission by the Company are hereby incorporated by reference in this Registration Statement:

(a) The Company's Annual Report on Form 10-K for the fiscal year ended May 28, 1995, including the portions of the Company's 1995 Annual Report and the Company's Proxy Statement for the 1995 Annual Meeting of Stockholders incorporated therein by reference;

(b) All other reports filed by the Company pursuant to Sections 13(a) and 15(d) of the Securities Exchange Act of 1934 ("Exchange Act") since May 28, 1995;

(c) The description of the Common Stock contained in the Company's Registration Statement on Form 8-A filed September 8, 1970, together with any amendment or report filed with the Commission for the purpose of updating such description; and

(d) The description of the Preferred Stock Purchase Rights contained in the Company's Registration Statement on Form 8-A filed August 9, 1988, together with any amendment or report filed with the Commission for the purpose of updating such description.

All documents filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act after the date of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of filing such documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

ITEM 4. DESCRIPTION OF SECURITIES

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

In connection with the filing of the Registration Statement, John M. Clark III, Esq. has rendered an opinion to the Company upon the legality of the Common Stock being registered hereunder. At the time of rendering such opinion, Mr. Clark had a substantial interest in the Company, as defined by the rules of the Securities and Exchange Commission, in that the fair market value of the 2,884 shares of Common Stock owned directly and indirectly by him, together with the 21,750 shares of Common Stock subject to options held by him, exceeded \$50,000. Also, at such time Mr. Clark was connected with the Company in that he was Senior Vice President, General Counsel and Secretary of the Company.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 102 of the Delaware General Corporation Law ("DGCL") allows a corporation to eliminate the personal liability of directors of a corporation or to any of its stockholders for monetary damages for a breach of fiduciary duty as a director, except (i) for breach of the director's duty of loyalty, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for certain unlawful dividends and stock repurchases or (iv) for any transaction from which the director derived an improper personal benefit. Article Thirteenth of the Company's Second Restated Certificate of Incorporation (the "Certificate") provides that no director shall be personally liable to the Company or its stockholders for monetary damages for

any breach of his fiduciary duty as a director, except as provided in Section 102 of the DGCL.

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Section 145 of the DGCL provides that in the case of any action other than one by or in the right of the corporation, a corporation may indemnify any person who was or is a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation in such capacity on behalf of another corporation or enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 145 of the DGCL provides that in the case of an action by or in the right of a corporation to procure a judgment in its favor, a corporation may indemnify any person who was or is a party or is threatened to be made a party to any action or suit by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation in such capacity on behalf of another corporation or enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted under standards similar to those set forth in the preceding paragraph, except that no indemnification may be made in respect of any action or claim as to which such person shall have been adjudged to be liable to the corporation unless a court determines that such person is fairly and reasonably entitled to indemnification.

Article Thirteenth of the Company's Certificate provides that the Company shall to the extent permitted by law indemnify any person for all liabilities incurred by or imposed upon him as a result of any action or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, in which he shall be involved by reason of the fact that he is or was serving as a director, officer or employee of the Company, or, that, at the request of the Company, he is or was serving another corporation or enterprise in any capacity. Article VIII of the Company's By-Laws provides for indemnification of any person who was or is a party to any threatened, pending or completed action, or to any derivative proceeding by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or was serving at the request of the corporation in that capacity for another corporation if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct unlawful.

The Company has purchased and maintains at its expense on behalf of directors and officers insurance, within certain limits, covering liabilities that may be incurred by them in such capacities.

ITEM 8. TABLE OF EXHIBITS

<TABLE>

<S>	<C>
4-A	Copy of Registrant's Restated Certificate of Incorporation (1) Copy of Certificate of Amendment of Certificate of Incorporation dated September 30, 1994 (2)
4-B	Copy of Registrant's By-Laws (2)
5	Opinion re legality
10	National Semiconductor Corporation Stock Option Plan
23-A	Consent of KPMG Peat Marwick LLP
23-B	Consent of John M. Clark III (Included in Exhibit 5)
24	Power of Attorney

<FN>  
-----  
(1) Filed as an exhibit to the Company's Registration Statement on Form S-3 (File No. 33-52775) and incorporated herein by reference.

(2) Filed as an Exhibit to the Company's Form 10-K for the fiscal year ended May 28, 1995.

</TABLE>

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(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) to reflect in the Prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) shall not apply to information contained in periodic reports filed by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes, that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Santa Clara, California, on the 28th day of July, 1995.

NATIONAL SEMICONDUCTOR CORPORATION

By /s/ GILBERT F. AMELIO

-----  
Gilbert F. Amelio

Chairman of the Board, President and  
Chief Executive Officer

PURSUANT TO THE REQUIREMENTS OF THE SECURITIES ACT, THIS REGISTRATION STATEMENT HAS BEEN SIGNED BY OR ON BEHALF OF THE FOLLOWING PERSONS IN THE CAPACITIES INDICATED ON THE 28TH DAY OF JULY, 1995.

<TABLE> <CAPTION>	SIGNATURE	TITLE
<C>	/s/ GILBERT F. AMELIO ----- (Gilbert F. Amelio)	<S> Chairman of the Board, President and Chief Executive Officer (Principal Executive Officer)
	/s/ DONALD MACLEOD* ----- (Donald Macleod)	Executive Vice President, Finance and Chief Financial Officer (Principal Financial Officer)
	/s/ ROBERT B. MAHONEY* ----- (Robert B. Mahoney)	Vice President and Controller (Principal Accounting Officer)
	/s/ GARY P. ARNOLD* ----- (Gary P. Arnold)	Director
	/s/ ROBERT BESHAR* ----- (Robert Beshar)	Director
	/s/ MODESTO A. MAIDIQUE* ----- (Modesto A. Maidique)	Director
	/s/ EDWARD R. MCCRACKEN* ----- (Edward R. McCracken)	Director
	/s/ J. TRACY O'ROURKE* ----- (J. Tracy O'Rourke)	Director
	/s/ CHARLES E. SPORCK* ----- (Charles E. Sporck)	Director
	/s/ DONALD E. WEEDEN* ----- (Donald E. Weeden)	Director
	*By /s/ GILBERT F. AMELIO ----- Gilbert F. Amelio Attorney-in-fact	

</TABLE>

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NATIONAL SEMICONDUCTOR CORPORATION  
EXHIBIT INDEX

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	10	National Semiconductor Corporation Stock Option Plan	
	23-A	Consent of KPMG Peat Marwick LLP	
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<FN>

-----

(1) Filed as an Exhibit to the Company's Registration Statement on Form S-3  
(File No. 33-52775) and incorporated herein by reference.

(2) Filed as an Exhibit to the Company's Form 10-K for the fiscal year ended  
May 28, 1995.

</TABLE>

July 28, 1995

Board of Directors  
National Semiconductor Corporation  
2900 Semiconductor Drive  
Santa Clara, California 95051

Gentlemen:

At your request, I have examined the registration statement on Form S-8 (the "Registration Statement") which you are filing with the United States Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended, for registration of an additional 5,000,000 shares of Common Stock, par value \$0.50 per share (the "Shares") of National Semiconductor Corporation (the "Company") pursuant to the Company's Stock Option Plan, as amended and restated (the "Plan"), formerly known as the Company's 1977 Stock Option Plan.

In connection with this opinion, I have examined the Plan, the Company's Certificate of Incorporation and By-Laws, as amended, and such other documents and records as deemed necessary as a basis for this opinion.

Based on the foregoing, I am of the opinion that the Shares, when sold and issued in accordance with the Plan, the Registration Statement and related final prospectus, and applicable state laws, will be legally issued, fully paid and nonassessable.

I consent to the filing of this opinion as an Exhibit to the Registration Statement.

Very truly yours,

/S/ JOHN M. CLARK III

JOHN M. CLARK III  
Senior Vice President,  
General Counsel &  
Secretary



## NATIONAL SEMICONDUCTOR CORPORATION

## STOCK OPTION PLAN

(as amended through January 19, 1995)

## 1. TITLE OF PLAN

The title of this Plan is the National Semiconductor Corporation Stock Option Plan, hereinafter referred to as the "Plan", and formerly known as the National Semiconductor Corporation 1977 Stock Option Plan.

## 2. PURPOSE

The Plan is intended to align the interests of eligible key employees of National Semiconductor Corporation (hereinafter called the "Corporation") and its subsidiaries (as hereinafter defined) with the interests of the stockholders of the Corporation and to provide incentives for such employees to exert maximum efforts for the success of the Corporation. By extending to key employees the opportunity to acquire proprietary interests in the Corporation and to participate in its success, the Plan may be expected to benefit the Corporation and its stockholders by making it possible for the Corporation to attract and retain the best available talent and by rewarding key management and technical personnel for their part in increasing the value of the Corporation's shares. It is further intended that options granted pursuant to this Plan may be incentive stock options under Section 422A of the Internal Revenue Code of 1986, as amended (the "Code"), or may be options which are not incentive stock options (hereinafter called "non-qualified stock options").

## 3. STOCK SUBJECT TO THE PLAN

There will be reserved for issue upon the exercise of options granted under the Plan 32,754,929 shares of the Corporation's \$.50 par value Common Stock, subject to adjustment as provided in Paragraph 8, which may be unissued shares, reacquired shares, or shares bought on the market. If any option which shall have been granted shall expire or terminate for any reason without having been exercised in full, the unpurchased shares shall again become available for the purposes of the Plan (unless the Plan shall have been terminated).

## 4. ADMINISTRATION

(a) The Plan shall be administered by a committee of the Board of

Directors of the Corporation (the "Committee") which shall be appointed by a majority of the whole Board. The Committee shall be constituted to permit the Plan to comply with (i) Rule 16b-3 promulgated under the Securities Exchange Act of 1934 ("Exchange Act") and any successor rule and (ii) IRS regulations issued under Section 162(m) of the Code, and shall initially consist of not less than three members of the Board, all of whom are ineligible for benefits under the Plan and none of whom has been so eligible for at least one year prior to serving on such Committee.

(b) The Committee shall have the plenary power, subject to and within the limits of the express provisions of the Plan:

(i) To determine from time to time which of the eligible persons shall be granted options under the Plan; the time or times (during the term of the option) within which all or portions of each option may be exercised and the number of shares for which an option or options shall be granted to each of them. Notwithstanding the foregoing, no person may be granted more than 500,000 options during any one fiscal year of the Corporation.

(ii) To construe and interpret the Plan and options granted under it, and to establish, amend, and revoke rules and regulations for its administration. The Committee, in the exercise of this power, shall generally determine all questions of policy and expediency that may arise, may correct any defect, or supply any omission or reconcile any inconsistency in the Plan or in any option agreement in a manner and to the extent it shall deem necessary or expedient to make the Plan fully effective.

(iii) To prescribe the terms and provisions of each option granted (which need not be identical).

(iv) To determine whether options granted shall be incentive stock options or non-qualified stock options.

(v) To determine whether options granted shall be transferable without consideration to immediate family members or family trusts for the benefit of optionee's immediate family members. As used herein, "immediate family" means parents, spouses and children.

(c) The Committee shall not have the authority to grant new options in exchange for the cancellation of stock options previously granted under the Plan or under any other stock option plan of the Corporation.

## 5. ELIGIBILITY

Options may be granted only to regular salaried officers and key employees of the Corporation and its subsidiaries. The term "subsidiary" corporation

shall mean any corporation in which the Corporation controls, directly or indirectly, fifty percent (50%) or more of the combined voting power of all classes of stock. A director of the Corporation shall not be eligible for the benefits of the Plan unless such person also is a regular salaried employee of the Corporation and/or of any subsidiary.

## 6. TERMS OF OPTION AND OPTION AGREEMENTS

Each option shall be evidenced by a written Stock Option Agreement which may expressly identify the options as incentive stock options or as non-qualified stock options, and be in such form and contain such provisions as the Committee shall from time to time deem appropriate;

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provided, however, that the grant of a non-qualified option pursuant to this Plan shall in no way be construed to be an alternative to the right of an employee to purchase stock pursuant to any incentive stock option heretofore or hereafter granted to an employee pursuant to any stock option plans now in existence or hereafter adopted by the Corporation. The terms of the option agreements need not be identical, but each option agreement shall include, by appropriate language, or be subject to, the substance of all of the applicable following provisions:

(a) The purchase price under each option granted shall be as determined by the Committee but shall in no instance be less than 100% of fair market value on the date of grant. The fair market value on the date of grant shall be the opening price of the Common Stock on the New York Stock Exchange on such date (or if there shall be no trading on such date, then on the first previous date on which there is such trading).

(b) The maximum term of any incentive stock option shall be ten years from the date it was granted.

(c) The maximum term of any non-qualified stock option shall be ten years and one day from the date it was granted.

(d) An option may not be exercised to any extent, either by the person to whom it was granted or by the grantee's transferee, or by any person after the grantee's death, unless the person to whom the option was granted has remained in the continuous employ of the Corporation, or of a subsidiary, for not less than six months from the date when the option was granted. Otherwise, each option shall be exercisable as determined by the Committee.

(e) The Corporation, during the terms of options granted under the Plan, at all times will keep available the number of shares of stock required to satisfy such options.

(f) The Corporation will seek to obtain from each regulatory commission or agency having jurisdiction such authority as may be required to issue and sell shares of stock to satisfy such options. Inability of the Corporation to obtain from any such regulatory commission or agency authority which counsel for the Corporation deems necessary for the lawful issuance and sale of its stock to satisfy such options shall relieve the Corporation from any liability for failure to issue and sell stock to satisfy such options pending the time when such authority is obtained or is obtainable.

(g) Neither a person to whom an option is granted nor his or her transferee, legal representative, heir, legatee, or distributee, shall be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares subject to such option unless and until he or she has exercised his or her option pursuant to the terms thereof.

(h) In order to be exempt under Section 16 of the Exchange Act, the option may not be transferable except by will or by the laws of descent or distribution, and during the lifetime of the person to whom the option is granted he or she alone may exercise it.

(i) An option shall terminate and may not be exercised if the person to whom it is granted ceases to be continuously employed by the

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Corporation, or by a subsidiary of the Corporation, except (subject nevertheless to the last sentence of this subparagraph (h)): (1) if the grantee's continuous employment is terminated for any reason other than (i) retirement, (ii) permanent disability, or (iii) death, the grantee or the grantee's transferee may exercise the option to the extent that the grantee was entitled to exercise such option at the date of such termination at any time within a period of three (3) months following the date of such termination, or if the grantee shall die within the period of three (3) months following the date of such termination without having exercised such option, the option may be exercised within a period of one year following the grantee's death by the grantee's transferee or the person or persons to whom the grantee's rights under the option pass by will or by the laws of descent or distribution but only to the extent exercisable at the date of such termination; (2) if the grantee's continuous employment is terminated by (i) retirement, (ii) permanent disability, or (iii) death, the option may be exercised in accordance with its terms and conditions at any time within a period of five (5) years following the date of such termination by the grantee or the grantee's transferee, or in the event of the grantee's death, by the persons to whom the grantee's rights under the option shall pass by will or by the laws of descent or distribution; (3) if the grantee's continuous employment is terminated and within a period of ninety (90) days thereafter the grantee is recalled to the active payroll, the Committee may reinstate any portion of the option previously granted but not exercised. Nothing contained in this subparagraph (h) is intended to extend the stated term of the option and in no event may an option be exercised by anyone after the expiration of its stated term.

(j) Option agreements evidencing incentive stock options shall contain such terms and provisions as may be necessary to render them incentive stock options pursuant to Section 422A of the Code and the Income Tax Regulation thereunder, as the same or any successor statute or regulations may at the time be in effect.

(k) Nothing in this Plan or in any option granted hereunder shall confer on any optionee any right to continue in the employ of the Corporation or any of its subsidiaries, or to interfere in any way with the right of the Corporation or any of its subsidiaries to terminate his or her employment at any time.

#### 7. TIME OF GRANTING OPTION

The Committee shall determine the date on which options are granted under the Plan. All options granted must be approved at a meeting of the Committee by a majority of the members of the Committee. If an option agreement is not executed by an employee and returned to the Corporation on or prior to ninety (90) days after the date the option is granted (or such earlier date as the Committee may specify), such option shall terminate.

#### 8. ADJUSTMENT IN NUMBER OF SHARES AND IN OPTION PRICE

In the event there is any change in the shares of the Corporation

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through the declaration of stock dividends or a stock split-up, or through recapitalization resulting in share split-ups, or combinations or exchanges of shares, or otherwise, the number of shares available for option, as well as the shares subject to any option and the option price thereof, shall be appropriately adjusted by the Committee.

#### 9. PAYMENT OF PURCHASE PRICE AND WITHHOLDING TAXES

(a) The purchase price for all shares purchased pursuant to options exercised must be either paid in full in cash, or paid in full, with the consent of the Committee, in Common Stock of the Corporation valued at fair market value on the date of exercise or a combination of cash and Common Stock. Fair market value on the date of exercise is the opening price of the Common Stock on the New York Stock Exchange on such date, or if there shall be no trading on such date, then on the first previous date on which there was such trading.

(b) The Committee may permit the payment of all or part of the applicable withholding taxes due upon exercise of an option, up to the highest marginal rates then in effect, by the withholding of shares otherwise issuable upon

exercise of the option. Option shares withheld in payment of such taxes shall be valued at the fair market value of the Corporation's Common Stock on the date of exercise as defined herein.

#### 10. CHANGE IN CONTROL

In the event the Corporation is merged into or acquired by another entity in a transaction involving a change in control, the Committee shall have the complete authority and discretion, but not the obligation, to accelerate the vesting of any outstanding options granted hereunder. The Committee may also ask the Board of Directors to negotiate, as part of any agreement involving a sale or merger of the Corporation, a sale of substantially all the Corporation's assets or similar transaction, terms providing protection for employees holding options under the Plan.

#### 11. AMENDMENT, SUSPENSION, OR TERMINATION OF THE PLAN

(a) The Board may amend, modify, suspend or terminate the Plan for the purpose of meeting or addressing any changes in legal requirements or for any other purpose permitted by law. The Board will seek stockholder approval of an amendment if determined to be required by or advisable under regulations of the Securities and Exchange Commission or the Internal Revenue Service, the rules of any stock exchange on which the Corporation's stock is listed, or other applicable law or regulation.

(b) The Plan shall continue in effect until all shares available for issuance under the Plan have been issued. An option may not be granted while the Plan is suspended or after it is terminated.

(c) The rights and obligations under any options granted while the Plan is in effect shall not be altered or impaired by amendment, suspension or termination of the Plan, except with the consent of the person to whom the option was granted or the grantee's transferee or to whom rights under an option shall have passed by will or by the laws of descent and distribution.

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#### 12. EFFECTIVE DATE

The Plan, as amended and restated, shall become effective on April 22, 1994, subject to approval by the stockholders of the Corporation within twelve (12) months after said date.

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CONSENT OF INDEPENDENT AUDITORS

The Board of Directors and Shareholders  
National Semiconductor Corporation:

We consent to the use of our reports dated June 7, 1995, incorporated herein by reference. Our report covering the Company's May 28, 1995 consolidated financial statements refers to a change in accounting for certain costs in inventory.

/s/ KPMG Peat Marwick LLP

KPMG Peat Marwick LLP

San Jose, California  
July 27, 1995

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned persons hereby constitutes and appoints Gilbert F. Amelio, Donald Macleod, and John M. Clark III, and each of them singly, his true and lawful attorney-in-fact and in his name, place, and stead, and in any and all of his offices and capacities with National Semiconductor Corporation, to sign the Registration Statement with which this Power of Attorney is filed, and any and all amendments to said Registration Statement, and generally to do and perform all things and acts necessary or advisable in connection therewith, and each of the undersigned hereby ratifies and confirms all that each of said attorneys-in-fact may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, each of the undersigned has hereunto executed this Power of Attorney as of the date set forth opposite his signature.

SIGNATURE

DATE

-----

----

/S/ GILBERT F. AMELIO

July 20, 1995

-----  
Gilbert F. Amelio

/S/ GARY P. ARNOLD

July 20, 1995

-----  
Gary P. Arnold

/S/ ROBERT BESHAR

July 20, 1995

-----  
Robert Beshar

/S/ MODESTO A. MAIDIQUE

July 20, 1995

-----  
Modesto A. Maidique

/S/ EDWARD R. MCCRACKEN

July 27, 1995

-----  
Edward R. McCracken



/S/ J. TRACY O'ROURKE

July 20, 1995

-----  
J. Tracy O'Rourke

/S/ CHARLES E. SPORCK

July 20, 1995

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Charles E. Sporck

/S/ DONALD E. WEEDEN

July 20, 1995

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Donald E. Weeden

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Exhibit 24.0  
(page 2)

/S/ DONALD MACLEOD

July 17 , 1995

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Donald Macleod

/S/ ROBERT B. MAHONEY

July 17 , 1995

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Robert B. Mahoney

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