

As filed with the Securities and Exchange Commission on November 16, 2000

Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER
THE SECURITIES ACT OF 1933

ANALOG DEVICES, INC.

(Exact name of registrant as specified in its charter)

MASSACHUSETTS

(State or other jurisdiction of
incorporation or organization)

04-2348234

(I.R.S. Employer
Identification No.)

ONE TECHNOLOGY WAY
NORWOOD, MASSACHUSETTS

(Address of principal executive offices)

02062-9106

(Zip Code)

BCO TECHNOLOGIES PLC APPROVED SHARE OPTION SCHEME
BCO TECHNOLOGIES PLC UNAPPROVED SHARE OPTION SCHEME
(Full title of the Plans)

Paul P. Brontas, Esq.
Hale and Dorr LLP
60 State Street

Boston, Massachusetts 02109
(Name and address of agent for service)

(617) 526-6000

(Telephone number, including area code, of agent for service)

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, \$.16 2/3 par value per share	9,639 shares	\$44.38(1)	\$427,730.63(1)	\$113

- (1) Estimated solely for the purpose of calculating the amount of the registration fee, and based upon the average of the high and low prices of the Registrant's Common Stock as reported by the New York Stock Exchange on November 10, 2000 in accordance with Rules 457(c) and 457(h) of the Securities Act of 1933.

EXPLANATORY NOTE

This Registration Statement on Form S-8 (the "Registration Statement") is being filed to register shares of Common Stock of Analog Devices, Inc. (the "Company" or "Registrant") issuable pursuant to the BCO Technologies plc Unapproved Share Option Scheme, and the BCO Technologies plc Approved Share Option Scheme (the "Plans"). Pursuant to Section 4 of the Recommended Cash Offer by Broadview for and on behalf of Analog Devices Micromachines Limited, a wholly-owned subsidiary of Analog Devices Micromachines Incorporated, a wholly-owned subsidiary of Analog Devices, Inc., for BCO Technologies plc, dated July 7, 2000, the Company assumed the Plans and the outstanding options to purchase Common Stock of BCO Technologies plc issued under the Plans. The Company is registering 3,930 shares pursuant to the BCO Technologies plc Unapproved Share Option Scheme and 5,709 shares pursuant to the BCO Technologies plc Approved Share Option Scheme.

PART I. INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information required by Part I of Form S-8 is included in documents sent or given to participants in the Plans pursuant to Rule 428(b)(1) of the Securities Act of 1933, as amended (the "Securities Act").

PART II. INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents, which are filed with the Securities and Exchange Commission (the "Commission"), are incorporated in this Registration Statement by reference:

- (1) The Registrant's latest annual report filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or the latest prospectus filed pursuant to Rule 424(b) under the Securities Act that contains audited financial statements for the Registrant's latest fiscal year for which such statements have been filed.
- (2) All other reports filed pursuant to Sections 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the annual report or the prospectus referred to in (1) above.
- (3) The description of the common stock of the Registrant, \$.16 2/3 par value per share (the "Common Stock"), contained in a registration statement filed under the Exchange Act, including any amendment or report filed for the purpose of updating such description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all shares of Common Stock offered hereby have been sold or which deregisters all shares of Common Stock then remaining unsold, shall be deemed to be incorporated by reference herein and to be part hereof from the date of the filing of 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 the purposes of this registration statement to the extent 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 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

The validity of the securities hereby registered will be passed upon by Hale and Dorr LLP, Boston, Massachusetts. Paul P. Brountas, Esq., a partner of Hale and Dorr LLP, serves as Clerk to the Registrant.

Item 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Article 6A of the Registrant's Articles of Organization, as amended (the "Articles of Organization") provides for indemnification of directors and officers to the fullest extent permitted by Chapter 156B of the Massachusetts General Laws. Section 67 of Chapter 156B of the Massachusetts General Laws provides that a corporation has the power to indemnify directors, officers, employees or other agents of the corporation, and persons who serve at its request as directors, officers, employees or other agents of another organization, or who serve at its request in any capacity with respect to any employee benefit plan, against amounts paid and expenses incurred in connection with an action or proceeding to which such person is a party or is threatened to be made a party by reason of such position; provided, however, that such person acted in good faith in the reasonable belief that his action was in the best interests of the corporation or, in the case of service with respect to an employee benefit plan, in the best interests of the participants or beneficiaries of such employee benefit plan.

Article 6A of the Registrant's Articles of Organization provides for indemnification of directors and officers of the Registrant, and directors or employees of the Registrant now serving at the request of the Registrant as a director or officer of another organization or in any capacity with respect to an employee benefit plan of the Registrant, against all liabilities and expenses imposed upon or incurred by any such person in connection with any legal proceedings in which he may be a defendant or with which he may be threatened or involved, directly or indirectly, by reason of his position as a director or officer or as a result of his service with respect to an employee benefit plan; provided, however, that the Registrant shall provide no indemnification if the director or officer has been adjudicated not to have acted in good faith in the reasonable belief that his action was in the best interests of the Registrant. The Registrant shall further indemnify the officer or director for the expenses, judgments, fines and amounts paid in settlement and compromise of such proceedings. However, no indemnification will be made to cover costs of settlements and compromises if the Board determines by a majority vote of a quorum consisting of disinterested directors (or, if such quorum is not obtainable, by a majority of the disinterested directors of the Registrant then in office), that such settlement or compromise is not in the best interests of the Registrant.

Chapter 156B of the Massachusetts General Laws, as it may be amended from time to time, and Article 6A of the Registrant's Articles of Organization permit the payment by the Registrant of expenses incurred in defending a civil or criminal action in advance of its final disposition, subject to receipt of an undertaking by the indemnified person to repay such payment if it is ultimately determined that such person is not entitled to indemnification under the Articles of Organization. No advance may be made if the Board of Directors determines, by a majority vote of a quorum consisting of disinterested directors (or, if such quorum is not obtainable, by a majority of the disinterested directors of the Registrant then in office), that such person did not act in good faith in the reasonable belief that his action was in the best interest of the Registrant.

Article 6D of the Registrant's Articles of Organization provides that to the fullest extent permitted by Chapter 156B of the Massachusetts General Laws, as it may be amended from time to time, no director shall be liable to the Registrant or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of a director's duty of loyalty to the Registrant or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for

unauthorized distributions or loans under Section 61 or 62 of Chapter 156B, or (iv) for any transaction from which the director derived an improper personal benefit.

The Registrant has directors and officers liability insurance for the benefit of its directors and officers.

Item 7. EXEMPTION FROM REGISTRATION CLAIMED

Not applicable.

Item 8. EXHIBITS

Exhibit Number -----	Description -----
4.1 (1)	Restated Articles of Organization of Analog Devices, Inc., as amended
4.2 (2)	By-Laws of the Registrant
4.3 (3)	Rights Agreement dated as of March 18, 1998 between the Registrant and BankBoston, N.A., as Rights Agent
4.4	BCO Technologies plc Unapproved Share Option Scheme
4.5	BCO Technologies plc Approved Share Option Scheme
5	Opinion of Hale and Dorr LLP
23.1	Consent of Hale and Dorr LLP (included in Exhibit 5)
23.2	Consent of Independent Auditors
24	Power of Attorney (included on the signature page to this Registration Statement)

-
- (1) Incorporated herein by reference to the Registrant's Form 10-Q, filed on March 15, 1999.
 - (2) Incorporated herein by reference to the Registrant's Form 10-K for the fiscal year ended October 31, 1998, filed on January 28, 1999.
 - (3) Incorporated herein by reference to the Registrant's Registration Statement on Form 8-K (File No. 001-07819) filed on March 19, 1998, as amended by Amendment No.1 to Rights Agreement, entered into as of October 14, 1999 (incorporated herein by reference to the Registrant's Registration Statement on Form 8-K/A (File No. 001-07819) filed on November 19, 1999).

Item 9. UNDERTAKINGS

1. The Registrant hereby undertakes:

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

(b) 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;

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

2. The 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 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement 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. 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 Securities 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 Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, 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 Norwood, Commonwealth of Massachusetts, on this 16th day of November, 2000.

ANALOG DEVICES, INC.

By: /s/ Jerald G. Fishman

Jerald G. Fishman
President and Chief
Executive Officer

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SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of Analog Devices, Inc., hereby severally constitute and appoint Jerald G. Fishman and Joseph E. McDonough and Paul P. Brountas, and each of them singly, our true and lawful attorneys with full power to them, and each of them singly, to sign for us and in our names, in the capacities indicated below, the Registration Statement filed herewith, and any and all amendments (including post-effective amendments) to said Registration Statement (or any other Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933) and generally to do all such things in our name and behalf in our capacities as officers and directors to enable Analog Devices, Inc. to comply with the Securities Act of 1933, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys, or any of them, to any such Registration Statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ Jerald G. Fishman ----- JERALD G. FISHMAN	President, Chief Executive Officer and Director (Principal Executive Officer)	November 16, 2000
/s/ Ray Stata ----- RAY STATA	Chairman of the Board and Director	November 16, 2000
/s/ Joseph E. McDonough ----- JOSEPH E. MCDONOUGH	Vice President-Finance and Chief Financial Officer (Principal Financial and Accounting Officer)	November 16, 2000
/s/ John L. Doyle ----- JOHN L. DOYLE	Director	November 16, 2000
/s/ Charles O. Holliday, Jr. ----- CHARLES O. HOLLIDAY, JR.	Director	November 16, 2000
/s/ Joel Moses ----- JOEL MOSES	Director	November 16, 2000

SIGNATURE

TITLE

DATE

/s/ F. Grant Saviers

Director

November 16, 2000

F. GRANT SAVIERS

/s/ Lester C. Thurow

Director

November 16, 2000

LESTER C. THUROW

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RULES
OF THE
BCO TECHNOLOGIES PLC
UNAPPROVED SHARE OPTION SCHEME

Dated 2000

MCGRIGOR DONALD

SOLICITORS

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70 Wellington Street
GLASGOW
G2 6SB
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RULES OF THE BCO TECHNOLOGIES PLC
UNAPPROVED SHARE OPTION SCHEME

1 DEFINITIONS AND INTERPRETATION

1.1 In the Rules, including these definitions, the following words and expressions shall except insofar as the context otherwise requires have the meanings set opposite them respectively:

"ACQUIRING COMPANY" means a company which has obtained control of the Company in terms of Rule 9.1 or 9.2 or, as the case may be, a company which has become bound or entitled as mentioned in Rule 9.3

"ACQUISITION PRICE" means in respect of any Share over which an Option is granted the price at which such Share may be acquired on the exercise of the Option which price shall be determined by the Committee but shall not be less than the Market Value of a Share at the Date of Grant

"ACT" means the Income and Corporation Taxes Act 1988

"ASSOCIATED COMPANY" has the meaning given in paragraph 23 of Schedule 9 by virtue of Section 187 of the Act

"AUDITORS" means the auditors of the Company (acting as experts and not as arbiters)

"BOARD" means the board of directors of the Company

"CLOSE PERIOD" means the period defined as a "close period" for the purposes of the Model Code of the Stock Exchange concerning dealings by directors and employees in securities of the Company

"COMMENCEMENT DATE" means the date on which the Scheme is adopted by the Company

"COMMITTEE" means the remuneration committee of the Board

"COMPANY" means BCO Technologies PLC

"CONTROL" has the meaning given in Section 840 of the Act

"DATE OF GRANT" means in respect of any Option the date on which it is granted

"DEALING DAY" means a day on which the London Stock Exchange is open for the transaction of business

"ELIGIBLE EMPLOYEE" means a person who is either (a) an employee of a Participating Company who is not a Director of a Participating Company or (b) a Director of a

Participating Company who is required to devote to his duties substantially the whole of his working time and in no case less than 25 hours per week (excluding meal breaks)

"GRANT VALUE" means

- (a) in respect of any Share over which an Option has been granted or which has been acquired pursuant to the exercise of an Option the Market Value of that Share at the Date of Grant
- (b) in respect of any Share over which an option has been granted under any other share option scheme, the market value (as determined for the purposes of such scheme) of such Share at the time of grant of the option

"LONDON STOCK EXCHANGE" means the London Stock Exchange Limited

"MARKET VALUE" means the value of a Share determined for the purposes of the Scheme by the Committee

"OPTION" means a right granted in accordance with the Rules to acquire Shares

"OPTION HOLDER" means an individual to whom an Option has been granted or, if that individual has died, his executors or personal representatives

"PARTICIPATING COMPANY" means the Company and any other company of which the Company has Control

"RULES" means these rules as altered or varied from time to time

"SCHEME" means the share option scheme constituted and governed by the Rules

"SHARE" means an ordinary share in the capital of the Company

1.2 In these Rules, except insofar as the context otherwise requires:

1.2.1 words denoting the singular shall include the plural and vice versa;

1.2.2 words denoting the masculine gender shall include feminine gender; and

1.2.3 any reference to any enactment shall be construed as a reference to that enactment as from time to time amended, extended or re-enacted.

2 GRANT OF OPTIONS

2.1 At any time or times but not within a Close Period the Committee may grant or procure that there are granted to such individuals who shall at the proposed Date of Grant be Eligible Employees as the Committee may in its absolute discretion select options or rights to acquire on making payment of the Acquisition Price such numbers of Shares in the Company as the Committee shall determine.

- 2.2 No Option shall be granted after the tenth anniversary of the Commencement Date. No Option shall be granted to an Eligible Employee within the period of two years immediately preceding the date on which he shall attain the age at which he is bound to retire in accordance with the terms of his contract of employment.
- 2.3 Any Option may be granted on terms that it may, or that except in stated circumstances it may, be exercised only subject to the satisfaction or waiver of such objective condition or conditions (including limitations on the time at or period during which the Option may be exercised) as the Committee may determine.
- 2.4 Any condition imposed under Rule 2.3 may be varied or amended only in accordance with the terms of the condition or in accordance with Rule 2.5.
- 2.5 If at any time after the Date of Grant there is in the opinion of the Committee a change in the circumstances of the Company or of the Option Holder which results in any condition imposed under Rule 2.3 being no longer appropriate, the condition may be varied or amended in such manner as the Committee shall in its discretion, which shall be exercised fairly and reasonably, think appropriate, provided that the condition as varied or amended is no more difficult to satisfy than the original condition was considered to be at the Date of Grant.
- 2.6 As soon as is reasonably practical after any Option has been granted the Committee shall ensure that there is issued to the Option Holder a certificate of Option in such form as the Committee may determine.

3 DEALINGS IN OPTIONS

- 3.1 No Option may be transferred, assigned or charged in any way. If any attempt is made to transfer, assign or charge any Option the Option shall lapse immediately. Each Option certificate shall carry a statement to this effect. Nothing in this Rule shall detract from the rights of the executors or personal representatives of a deceased Option Holder under the Rules to exercise his Option in his place.
- 3.2 Any Option Holder may at any time within the period of 30 days after the grant to him of an Option disclaim such Option in whole or in part by giving notice to the Company to that effect. To the extent that an Option is disclaimed, it shall be deemed never to have been granted. No consideration shall be payable for any such disclaimer.
- 3.3 Any Option Holder may surrender any Option at any time.

4 INVESTOR PROTECTION INDIVIDUAL LIMITS

- 4.1 No Option shall be granted pursuant to Rule 2 to an Eligible Employee if immediately following such grant the total aggregate Grant Value of:
- 4.1.1 all Shares over which he holds Options granted during the immediately preceding period of 10 years; and

- 4.1.2 all Shares over which he holds options granted during such period under any other share option scheme (not being a savings-related share option scheme) during such period would exceed four times the total annual amount of the emoluments then payable to him by Participating Companies.
- 4.2 For the purposes of this Rule:
- 4.2.1 if an Eligible Employee surrenders any Option or option over Shares he shall be deemed to continue to hold such option unless the surrender occurred less than 30 days after the date of grant of the Option or option concerned; and
- 4.2.2 any Option or option which has lapsed shall be deemed not to have lapsed.
- 4.3 In determining at any time whether the limit specified in this Rule 4 has been complied with, no account shall be taken of and there shall be disregarded all Options granted before Shares are admitted to the Official List of the London Stock Exchange.

5 INVESTOR PROTECTION COMPANY LIMITS ON OPTIONS

- 5.1 No Option shall be granted under the Scheme if the grant would result in any of the limits specified in this Rule being contravened.
- 5.2 At any time the total of:
- 5.2.1 the aggregate nominal value of all Shares issued or which require to be issued upon the exercise of Options granted under the Scheme during the immediately preceding period of 10 years; and
- 5.2.2 the aggregate nominal value of all Shares issued or which require to be issued upon the exercise of options granted under any other share option scheme (not being a savings-related share option scheme) during that period shall not exceed 5 percent of the nominal value of the ordinary share capital of the Company then in issue unless all Options granted in excess of that limit are exercisable only in accordance with such special condition or conditions as the Committee shall impose under Rule 2.3
- 5.3 At any time the total of:
- 5.3.1 the aggregate nominal value of all Shares issued or which require to be issued upon the exercise of Options granted under the Scheme during the immediately preceding period of 10 years;
- 5.3.2 the aggregate nominal value of all Shares issued or which require to be issued upon the exercise of options granted under any other share option scheme during that period; and

- 5.3.3 the aggregate nominal value of all Shares issued pursuant to any other employee share scheme during that period shall not exceed 10 percent of the nominal value of the ordinary share capital of the Company then in issue.
- 5.4 In determining at any time whether any of the limits specified in this Rule 5 have been complied with no account shall be taken of and there shall be disregarded in calculating the nominal value of the Shares issued or which require to be issued upon the exercise any Options or options:
- 5.4.1 all Shares which would have been required to be issued pursuant to any Option or option which has lapsed or been surrendered or disclaimed, and
- 5.4.2 all Options granted before Shares are first listed on the Alternative Investment Market.
- 5.5 Any references in this Rule 5 to any or any other share option scheme or to any savings-related share option scheme or to any employee share scheme shall be construed respectively as references to such schemes as have been or may be established by the Company or by any Associated Company to which Shares are subject.
- 6 EXERCISE OF OPTIONS
- 6.1 Any Option which has not lapsed or been surrendered may be exercised in whole or in part at any time and from time to time following the earliest to occur of the following events:
- 6.1.1 the third anniversary of the Date of Grant;
- 6.1.2 the death of the Option Holder;
- 6.1.3 the Option becoming exercisable in accordance with Rule 8; and
- 6.1.4 the Option becoming exercisable in accordance with Rule 9.
- 6.2 If at any time before the third anniversary of the Date of Grant of any Option there shall occur in relation to the Option Holder or the Company any event which the Committee shall consider makes it appropriate for such Option to become exercisable then the Committee may determine that such Option shall be exercisable for such period ending not later than the day before the day on which the Option would otherwise become exercisable and not exceeding six months as the Committee shall determine. The Committee may, if it thinks it appropriate, in relation to any exercise of Option taking place within such period waive any condition of exercise which would otherwise be applicable. For the avoidance of doubt such Option shall not lapse at the end of such period, unless the Committee shall so determine.
- 6.3 If under Rule 2.3 an Option is exercisable subject to the satisfaction or waiver of any condition or conditions then, except as otherwise provided in the Rules or as stated in the

Certificate of Option issued at the time of grant, it shall be exercisable only if those condition or conditions (as varied or amended in accordance with Rule 2.3) have been satisfied or waived at the time of exercise.

7 LAPSE OF OPTIONS

- 7.1 An Option shall lapse on the date on which there shall occur the earliest to occur of the following events:
- 7.1.1 the tenth anniversary of the Date of Grant;
 - 7.1.2 the first anniversary of the death of the Option Holder;
 - 7.1.3 where Rule 6.2 applies and the Committee has determined that the Option concerned should lapse at the end of the period during which it is exercisable by virtue of that Rule, the end of that period;
 - 7.1.4 where Rule 8 applies, the date of lapse determined in accordance with Rule 8;
 - 7.1.5 where Rule 9 applies, unless a release has been effected under Rule 9.4, the end of the relevant period specified in Rule 9 during which an Option may be exercised, but only if not later than one month before the end of that period the Committee shall give notice to Option Holders that Options shall so lapse; and
 - 7.1.6 the Option Holder being adjudicated bankrupt or declared apparently insolvent.
- 7.2 An Option which is exercisable subject to satisfaction of a condition imposed under Rule 2.3 shall lapse if, or to the extent that, it is determined that the condition has not been satisfied.

8 CESSATION OF SERVICE

- 8.1 This Rule applies if an Option Holder ceases, other than by death, to be a director or employee of a Participating Company and does not remain a director or employee of another Participating Company.
- 8.2 All Options held by the Option Holder shall lapse when the cessation occurs unless Rule 8.3 applies.
- 8.3 If:
- 8.3.1 the cessation occurs by reason of injury, disability or retirement on reaching normal retirement age, or
 - 8.3.2 the cessation occurs for some other reason but within two months after the cessation the Committee decides that Rule 8.2 should not apply then, subject to Rule 8.4:

- 8.3.3 any Option held by the Option Holder which immediately before the cessation is exercisable shall remain exercisable until six months after the date of cessation when it shall lapse; and
- 8.3.4 any Option held by the Option Holder which immediately before the cessation has not become exercisable shall become exercisable if and when and to the extent that it would have become exercisable if the cessation had not occurred and shall lapse six months after it first becomes exercisable.
- 8.4 If Rule 8.3 applies the Committee may in its absolute discretion:
 - 8.4.1 decide that any Option held by the Option Holder shall be exercisable at such time or times or during such period and shall lapse at such time as the Committee shall specify, and/or
 - 8.4.2 waive any condition of exercise imposed under Rule 2.3.

9 TAKEOVERS AND LIQUIDATIONS

- 9.1 If any person obtains Control of the Company as a result of making
 - 9.1.1 a general offer to acquire the whole of the issued ordinary share capital of the Company (other than that which is already owned by such person) which is made on a condition such that if it is satisfied the person making the offer will have Control of the Company or
 - 9.1.2 a general offer to acquire all the shares in the Company which are of the same class as the Shares and which are not already owned by that person then any Option may be exercised before the expiry of the period of six months beginning at the time when the person making the offer has obtained Control of the Company and any condition subject to which the offer is made has been satisfied. If a person obtains Control of the Company as contemplated by this Rule the Committee shall as soon as practicable notify all Option Holders of that fact.
- 9.2 If under Article 418 of the Companies (Northern Ireland) Order 1986 or Article 96 of the Insolvency (Northern Ireland) Order 1989 the Court sanctions a compromise or arrangement proposed for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or Companies, any Option may be exercised before the expiry of the period of six months beginning on the date on which the Court sanctions the compromise or arrangement. If the Court sanctions a compromise or arrangement as contemplated by this Rule the Committee shall as soon as practicable notify all Option Holders of that fact.
- 9.3 If any person becomes bound or entitled to acquire shares in the Company under Part XIVA of the Companies (Northern Ireland) Order 1986 any Option may be exercised at any time when that person remains so bound or entitled. If any person becomes bound or

entitled as contemplated by this Rule the Committee shall as soon as practicable notify all Option Holders of that fact.

- 9.4 If the Company passes a resolution for voluntary winding up, any Option may be exercised within six months after the passing of the resolution.
- 9.5 For the purposes of this Rule 9 a person shall be deemed to have obtained Control of a Company if he and others acting in concert with him have together obtained Control of it.

10 VARIATION OF SHARE CAPITAL

- 10.1 In the event of any capitalisation issue, rights issue, consolidation, sub-division or reduction or other variation of share capital by the Company the number of Shares over which Options subsist and the Acquisition Price for each of those Shares may, if the Committee considers it appropriate, be adjusted in such manner as the Auditors confirm in writing to be fair and reasonable.
- 10.2 The Company shall promptly after any adjustment has been made pursuant to this Rule give notice thereof to all Option Holders.

11 MANNER OF EXERCISE OF OPTIONS

- 11.1 An Option shall be exercised by the Option Holder giving notice to the Company in writing signed by him and setting out the number of Shares in respect of which he wishes to exercise the Option and such notice shall be accompanied by payment in full of the Acquisition Price payable for such Shares and the relevant option certificate, and shall be effective on the date of its receipt by the Company.
- 11.2 Not later than thirty days after the date of exercise of any Option the Shares which then fall to be acquired by the Option Holder shall be issued or transferred to him and a definitive share certificate or other appropriate evidence of title shall be issued to him in respect of such Shares. Shares issued as a result of the exercise of any Option shall rank pari passu with the other shares of the same class in issue at the date of issue, but shall not confer any right, dividends or other benefits or entitlements the right to which is determined by reference to a date preceding the date of issue.
- 11.3 When an Option is exercised only in part, the balance shall remain exercisable on the same terms as originally applied to the whole Option and a new option certificate shall be issued accordingly by the Company as soon as possible after the partial exercise.
- 11.4 All allotments and issues and transfers of Shares to be made pursuant to the Scheme shall be subject to the obtaining of all necessary statutory or other consents.

12 ALTERATION

The Committee may from time to time alter or add to all or any of the Rules in such manner and to such extent as the Committee shall think fit, provided that no alteration or

addition shall materially and adversely affect the rights of an Option Holder as regards an Option granted prior to the alteration or addition being made.

13 EMPLOYMENT

The terms and conditions of the employment by any Participating Company of any Option Holder shall not be changed or affected in any way by his being the holder of any option under the Scheme, or by such rights as he may have to participate in the Scheme. In the event of the termination of the employment by a Participating Company of any Option Holder he shall not be entitled to any compensation or damages in respect of any loss or diminution in the value of his rights under the Scheme which may occur as a result of such termination.

14 TAXATION

14.1 Each Option Holder shall pay to and indemnify and keep indemnified all Participating Companies from and against the full amount of any and all liability to pay as you earn income tax, employee national insurance contributions and other liabilities which are attributable to the grant or exercise or any benefit derived by the Option Holder from any Option and which are primarily liabilities of or which arise in respect of the Option Holder but which a Participating Company is or may become liable to discharge.

14.2 Without prejudice to Rule 13.1, no Option Holder shall be entitled to exercise any Option unless and until he has entered into arrangements which are in all respects satisfactory to the Company to enable the Company to recover from the Option Holder any and all amounts of pay as you earn income tax, employee national insurance contributions and any other taxation or other liabilities which any Participating Company is or may become liable to discharge as a result of the exercise of the Option or in respect of any benefit derived by the Option Holder from the Option.

15 ADMINISTRATION

15.1 The Scheme shall be administered by the Committee whose decision on all disputes and matters concerning the interpretation of the Rules shall be final.

15.2 The cost of establishing and operating the Scheme shall be borne by the Participating Companies in such proportions as the Committee shall determine.

15.3 No person shall for the purposes of the Scheme be treated as ceasing to be a director or employee of a Participating Company until he is no longer a director or employee of the Company or of any Associated Company or other company of which the Company has Control.

15.4 Any notice or other communication under or in connection with the Scheme may be given by the Company either personally or by post and to the Company either personally or by post to the secretary; items sent by post shall be pre-paid and shall be deemed to have been received 72 hours after posting.

- 15.5 The Company shall at all times either keep available sufficient authorised and unissued Shares to satisfy all Options which have neither lapsed or been fully exercised, or shall procure that sufficient Shares are available for transfer to satisfy all such Options.
- 15.6 The Scheme, the Rules and all other documents relating to the Scheme shall be governed by and construed in accordance with Northern Irish Law.

RULES OF THE BCO TECHNOLOGIES PLC

APPROVED SHARE SCHEME

MCGRIGOR DONALD
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RULES OF THE BCO TECHNOLOGIES PLC
APPROVED SHARE OPTION SCHEME

1 DEFINITIONS AND INTERPRETATION

1.1 In these Rules, including these definitions, the following words and expressions shall except insofar as the context otherwise requires have the meanings set opposite them respectively:-

"ACQUIRING COMPANY" means a company which has obtained control of the Company in terms of Rule 9.1 or 9.2, or, as the case may be, a company which has become bound or entitled as mentioned in Rule 9.3

"ACQUISITION PRICE" means in respect of any Share over which an Option is granted the price at which such Share may be acquired on the exercise of the Option which price shall be determined by the Committee but shall not be less than the Market Value of a Share at the Material Time

"ACT" means the Income and Corporation Taxes Act 1988

"APPROPRIATE PERIOD" has the meaning given in paragraph 15(2) of Schedule 9

"ASSOCIATED COMPANY" has the meaning given in paragraph 23 of Schedule 9 by virtue of section 187 of the Act Auditors the auditors of the Company (acting as experts and not as arbitrators)

"BOARD" means the board of directors of the Company

"CLOSE PERIOD" means the period defined as a "close period" for the purposes of the Model Code of the Stock Exchange concerning dealings by directors and employees in securities of the Company

"COMMENCEMENT DATE" means the date on which the Company shall receive notice that the Inland Revenue has formally approved the Scheme under Schedule 9

"COMMITTEE" means the remuneration committee of the Board

"COMPANY" means BCO Technologies PLC

"CONTROL" has the meaning given in section 840 of the Act

"DATE OF GRANT" means in respect of any Option the date on which it is granted

"DEALING DAY" means a day on which the London Stock Exchange is open for the transaction of business

"ELIGIBLE EMPLOYEE" means a person who is not precluded by paragraph 8 of Schedule 9 from participating in the Scheme and who is either (a) an employee of a Participating Company who is not a Director of a Participating Company or (b) a Director of a

Participating Company who is required to devote to his duties substantially the whole of his working time and in no case less than 25 hours per week (excluding meal breaks)

"GRANT VALUE" means:-

- (a) in respect of any Share over which an Option has been granted or which has been acquired pursuant to the exercise of an Option the Market Value of that Share at the Material Time
- (b) in respect of any Share over which an option has been granted under any other share option scheme, the market value (as determined for the purposes of such scheme) of such Share at the time of grant of the option

"LONDON STOCK EXCHANGE" means The London Stock Exchange Limited

"MARKET VALUE" means at any time either:-

- (a) the market value of a Share determined in accordance with the provisions of Part VIII of the Taxation of Chargeable Gains Act 1992 and agreed for the purposes of the Scheme with the Inland Revenue Shares Valuation Division on or before that day, or,
- (b) if Shares in the Company are listed on the London Stock Exchange, the average of the middle market quotations of a Share as derived from the Daily Official List of the London Stock Exchange for the three immediately preceding Dealing Days and rounded up (where necessary) to the nearest whole penny

"MATERIAL TIME" means in relation to any Option the Date of Grant. or such earlier time or times as the Company and the Inland Revenue may agree in writing

"OPTION" means a right granted in accordance with the Rules to acquire Shares

"OPTION HOLDER" means an individual to whom an Option has been granted or, if that individual has died, his executors or personal representatives

"PARTICIPATING COMPANY" means the Company and any other company of which the Company has Control

"RULES" means these rules as altered or varied from time to time

"SCHEDULE 9" means Schedule 9 to the Act

"SCHEME" means the share option scheme constituted and governed by the RulesShare, an ordinary share in the capital of the Company which satisfies the conditions specified in paragraphs 10 to 14 inclusive of Schedule 9

1.2 In these Rules, except insofar as the context otherwise requires:-

1.2.1 words denoting the singular shall include the plural and vice versa;

1.2.2 words denoting the masculine gender shall include feminine gender; and

1.2.3 any reference to any enactment shall be construed as a reference to that enactment as from time to time amended, extended or re-enacted.

2 GRANT OF OPTIONS

2.1 At any time or times but not within a Close Period the Committee may grant or procure that there are granted to such individuals who shall at the proposed Date of Grant be Eligible Employees as the Committee may in its absolute discretion select options or rights to acquire on making payment of the Acquisition Price such numbers of Shares in the Company as the Committee shall determine.

2.2 No Option shall be granted after the tenth anniversary of the Commencement Date. No Option shall be granted to an Eligible Employee within the period of two years immediately preceding the date on which he shall attain the age at which he is bound to retire in accordance with the terms of his contract of employment.

2.3 Any Option may be granted on terms that it may, or that except in stated circumstances it may, be exercised only subject to the satisfaction or waiver of such objective condition or conditions (including limitations on the time at or period during which the Option may be exercised) as the Committee may determine.

2.4 Any condition imposed under Rule 2.3 may be varied or amended only in accordance with the terms of the condition or in accordance with Rule 2.5.

2.5 If, at any time after the Date of Grant, events happen which results in any condition imposed under Rule 2.3 being no longer appropriate, the condition may be varied or amended in such manner as the Committee shall in its discretion, which shall be exercised fairly and reasonably, think appropriate, provided that the condition as varied or amended is no more difficult to satisfy than the original condition was considered to be at the Date of Grant.

2.6 As soon as is reasonably practical after any Option has been granted the Committee shall ensure that there is issued to the Option Holder a certificate of Option duly executed by the Company as a deed and in such form as the Committee may determine.

3 DEALINGS IN OPTIONS

3.1 No Option may be transferred, assigned or charged in any way. If any attempt is made to transfer, assign or charge any Option the Option shall lapse immediately. Each Option certificate shall carry a statement to this effect. Nothing in this Rule shall detract from the rights of the executors or personal representatives of a deceased Option Holder under the Rules to exercise his Option in his place.

3.2 Any Option Holder may at any time within the period of 30 days after the grant to him of an Option disclaim the Option in whole or in part by giving notice to the Company to that

effect. To the extent that an Option is disclaimed it shall be deemed never to have been granted. No consideration shall be payable for any such disclaimer.

3.3 Any Option Holder may surrender any Option at any time.

4 INLAND REVENUE LIMIT ON SHARES SUBJECT TO OPTION

4.1 Any Option granted to an Eligible Employee shall be limited and take effect so that the aggregate Grant Value of all Shares subject to that Option, when added to the aggregate Grant Value of all Shares subject to other Options granted to that Eligible Employee, shall not exceed 30,000

4.2 For the purposes of Rule 4.1 Options shall include all Options granted under this Scheme and all options granted under any other scheme (not being a savings-related share option scheme) approved under Schedule 9 and established by the Company or any Associated Company of the Company.

5 INVESTOR PROTECTION COMPANY LIMITS ON OPTIONS

5.1 No Option shall be granted under the Scheme if the grant would result in any of the limits specified in this Rule being contravened.

5.2 At any time the total of:-

5.2.1 the aggregate nominal value of all Shares issued or which require to be issued upon the exercise of Options granted under this Scheme during the immediately preceding period of 10 years; and

5.2.2 the aggregate nominal value of all Shares issued or which require to be issued upon the exercise of options granted under any other share option scheme (not being a savings-related share option scheme) during that period shall not exceed 5 per cent of the nominal value of the ordinary share capital of the Company then in issue unless all Options granted in excess of that limit are exercisable only in accordance with such special condition or conditions as the Committee shall impose under Rule 2.3.

5.3 At any time the total of:-

5.3.1 the aggregate nominal value of all Shares issued or which require to be issued upon the exercise of Options granted under this Scheme during the immediately preceding period of 10 years;

5.3.2 the aggregate nominal value of all Shares issued or which require to be issued upon the exercise of options granted under any other share option scheme during that period; and

5.3.3 the aggregate nominal value of all Shares issued pursuant to any other employee share scheme during that period

shall not exceed 10 per cent of the nominal value of the ordinary share capital of the Company then in issue.

- 5.4 In determining at any time whether any of the limits specified in this Rule 5 have been complied with no account shall be taken of and there shall be disregarded in calculating the nominal value of the Shares issued or which require to be issued upon the exercise of any Options or options:-
- 5.4.1 all Shares which would have been required to be issued pursuant to any Option or option which has lapsed or been surrendered or disclaimed, and
- 5.4.2 all Options granted before Shares are first listed on the Alternative Investment Market.
- 5.5 Any references in this Rule 5 to any or any other share option scheme or to any savings-related share option scheme or to any employee share scheme shall be construed respectively as references to such schemes as have been or may be established by the Company or by any Associated Company to which Shares are subject.

6 EXERCISE OF OPTIONS

- 6.1 Any Option which has not lapsed or been surrendered may be exercised in whole or in part at any time and from time to time following the earliest to occur of the following events:-
- 6.1.1 the third anniversary of the Date of Grant;
- 6.1.2 the death of the Option Holder;
- 6.1.3 the Option becoming exercisable in accordance with Rule 8; and
- 6.1.4 the Option becoming exercisable in accordance with Rule 9.
- 6.2 If at any time before the third anniversary of the Date of Grant of any Option there shall occur in relation to the Option Holder or the Company any event which the Committee shall consider makes it appropriate, acting in the best interests of the Company and the Option Holders, for such Option to become exercisable then the Committee may determine that such Option shall be exercisable for such period ending not later than the day before the day on which the Option would otherwise become exercisable and not exceeding six months as the Committee shall determine. The Committee may, if it thinks it appropriate, in relation to any exercise of Option taking place within such period waive any condition of exercise which would otherwise be applicable. For the avoidance of doubt such Option shall not lapse at the end of such period, unless the Committee shall so determine.
- 6.3 If under Rule 2.3 an Option is exercisable subject to the satisfaction or waiver of any condition or conditions then, except as otherwise provided in the Rules or as stated in the Certificate of Option issued at the time of grant, it shall be exercisable only if those

condition or conditions (as varied or amended in accordance with Rule 2.3) have been satisfied or waived at the time of exercise.

7 LAPSE OF OPTIONS

- 7.1 An Option shall lapse on the date on which there shall occur the earliest to occur of the following events:-
- 7.1.1 the tenth anniversary of the Date of Grant;
- 7.1.2 the first anniversary of the death of the Option Holder;
- 7.1.3 where Rule 6.2 applies and the Committee has determined that the Option concerned should lapse at the end of the period during which it is exercisable by virtue of that Rule, the end of that period;
- 7.1.4 where Rule 8 applies, the date of lapse determined in accordance with Rule 8;
- 7.1.5 where Rule 9 applies, unless a release has been effected under Rule 9.4, the end of the relevant period specified in Rule 9 during which an Option may be exercised, but only if not later than one month before the end of that period the Committee shall give notice to Option Holders that Options shall so lapse; and
- 7.1.6 the Option Holder being adjudicated bankrupt or declared apparently insolvent.
- 7.2 An Option which is exercisable subject to satisfaction of a condition imposed under Rule 2.3 shall lapse if, or to the extent that, it is determined that the condition has not been satisfied.

8 CESSATION OF SERVICE

- 8.1 This Rule applies if an Option Holder ceases, other than by death, to be a director or employee of a Participating Company and does not remain a director or employee of another Participating Company.
- 8.2 All Options held by the Option Holder shall lapse when the cessation occurs unless Rule 8.3 applies.
- 8.3 If:-
- 8.3.1 the cessation occurs by reason of injury, disability or retirement on reaching normal retirement age, or
- 8.3.2 the cessation occurs for some other reason but within two months after the cessation the Committee decides that Rule 8.2 should not apply
- then, subject to Rule 8.4, :-

- 8.3.3 any Option held by the Option Holder which immediately before the cessation is exercisable shall remain exercisable until six months after the date of cessation when it shall lapse; and
- 8.3.4 any Option held by the Option Holder which immediately before the cessation has not become exercisable shall become exercisable if and when and to the extent that it would have become exercisable if the cessation had not occurred, and shall lapse six months after it first becomes exercisable.
- 8.4 If Rule 8.3 applies the Committee may in its absolute discretion:-
- 8.4.1 decide that, as an alternative to the period during which an Option Holder may exercise an Option in terms of Rule 8.3, the Option shall be exercisable at such time or times or during such period and shall lapse at such time, not later than the tenth anniversary of the Date of Grant, as the Committee shall specify, and/or
- 8.4.2 waive any condition of exercise imposed under Rule 2.3.

9 TAKEOVERS AND LIQUIDATIONS

- 9.1 If any person obtains Control of the Company as a result of making
- 9.1.1 general offer to acquire the whole of the issued ordinary share capital of the Company (other than that which is already owned by such person) which is made on a condition such that if it is satisfied the person making the offer will have Control of the Company or
- 9.1.2 a general offer to acquire all the shares in the Company which are of the same class as the Shares and which are not already owned by that person then any Option may be exercised before the expiry of the period of six months beginning at the time when the person making the offer has obtained Control of the Company and any condition subject to which the offer is made has been satisfied. If a person obtains Control of the Company as contemplated by this Rule the Committee shall as soon as practicable notify all Option Holders of that fact.
- 9.2 If under Article 418 of the Companies (Northern Ireland) Order 1986 or Article 96 of the Insolvency (Northern Ireland) Order 1989 the Court sanctions a compromise or arrangement proposed for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or Companies, any Option may be exercised before the expiry of the period of six months beginning on the date on which the Court sanctions the compromise or arrangement. If the Court sanctions a compromise or arrangement as contemplated by this Rule the Committee shall as soon as practicable notify all Option Holders of that fact.
- 9.3 If any person becomes bound or entitled to acquire shares in the Company under Part XIVA of the Companies (Northern Ireland) Order 1986 any Option may be exercised at any time when that person remains so bound or entitled. If any person becomes bound or

entitled as contemplated by this Rule the Committee shall as soon as practicable notify all Option Holders of that fact.

- 9.4 If as a result of the occurrence of any of the events specified in Rule 9.1 or Rule 9.2 a company has obtained control of the Company, or if a company has become bound or entitled as mentioned in Rule 9.3, the Company shall seek the agreement of the Acquiring Company and if such agreement is obtained any Option Holder may, within the Appropriate Period with the agreement of the Acquiring Company, release all Options which he then holds in exchange for the grant to him of new options which:
- 9.4.1 are in respect of shares in the Acquiring Company or some other company which satisfy the conditions specified in paragraphs 10 to 14 inclusive of Schedule 9;
- 9.4.2 carry the right to acquire such number of such shares as have on acquisition of the new options an aggregate Market Value equal to the aggregate Market Value at that time of the Shares subject to the Options;
- 9.4.3 have a total aggregate option price equal to the total amount which would have been payable in the event of the exercise of all Options held by him;
- 9.4.4 are exercisable in the same manner as the Options were exercisable in accordance with the provisions of the Scheme in effect immediately before the Options were released; and
- 9.4.5 shall, for all other purposes of the Scheme be treated as having been acquired at the time or respective times of acquisition of the Options which are released in exchange for the grant of the new options.
- 9.5 If the Company passes a resolution for voluntary winding up, any Option may be exercised within six months after the passing of the resolution.
- 9.6 For the purposes of this Rule 9 (other than Rule 9.4) a person shall be deemed to have obtained Control of a Company if he and others acting in concert with him have together obtained Control of it.
- 9.7 Where new options are granted in accordance with Rule 9.4 then in relation to such new options, Rules 6, 9 and 10 shall be construed as if references to "the Company" were references to the company whose shares are subject to the new options and as if references to "Shares" were references to the shares subject to the new options.

10 VARIATION OF SHARE CAPITAL

In the event of any capitalisation issue, rights issue, consolidation, sub-division or reduction or other variation of share capital by the Company the number of Shares over which Options subsist and the Acquisition Price for each of those Shares may, if the Committee considers it appropriate, be adjusted in such manner as the Auditors confirm in writing to be fair and reasonable provided that

10.1 no adjustment shall be made without the prior approval of the Board of Inland Revenue; and

10.2 following the adjustment the Shares continue to satisfy the conditions specified in paragraphs 10 to 14 inclusive of Schedule 9.

The Company shall promptly after any adjustment has been made pursuant to this Rule give notice thereof to all Option Holders.

11 MANNER OF EXERCISE OF OPTIONS

11.1 No Option may at any time be exercised by an Option Holder who is precluded by paragraph 8 of Schedule 9 from participating in the Scheme.

11.2 No Option may be exercised at any time when the shares which may be thereby acquired are not Shares as defined in Rule 1.1.

11.3 An Option shall be exercised by the Option Holder giving notice to the Company in writing signed by him and setting out the number of Shares in respect of which he wishes to exercise the Option and such notice shall be accompanied by payment in full of the Acquisition Price payable for such Shares and the relevant option certificate and shall be effective on the date of its receipt by the Company.

11.4 Not later than thirty days after the date of exercise of any Option the Shares which then fall to be acquired by the Option Holder shall be issued or transferred to him and a definitive share certificate shall be issued to him in respect of such Shares. Shares issued as a result of the exercise of any Option shall rank PARI PASSU with the other shares of the same class in issue at the date of issue, but shall not confer any right, dividends or other benefits or entitlements the right to which is determined by reference to a date preceding the date of issue.

11.5 When an Option is exercised only in part, the balance shall remain exercisable on the same terms as originally applied to the whole Option and a new option certificate shall be issued accordingly by the Company as soon as possible after the partial exercise.

11.6 All allotments and issues and transfers of Shares to be made pursuant to the Scheme shall be subject to the obtaining of all necessary statutory or other consents.

12 ALTERATION

The Committee may from time to time alter or add to all or any of the Rules in such manner and to such extent as the Committee shall think fit, provided that

12.1 no alteration or addition shall materially and adversely affect the rights of an Option Holder as regards an Option granted prior to the alteration or addition being made; and

12.2 while and so long as the Scheme is approved under Schedule 9, no alteration or addition shall have effect until approved by the Board of Inland Revenue.

13 EMPLOYMENT

The terms and conditions of the employment by any Participating Company of any Option Holder shall not be changed or affected in any way by his being the holder of any option under the Scheme, or by such rights as he may have to participate in the Scheme. In the event of the termination of the employment by a Participating Company of any Option Holder he shall not be entitled to any compensation or damages in respect of any loss or diminution in the value of his rights under the Scheme which may occur as a result of such termination.

14 ADMINISTRATION

- 14.1 The Scheme shall be administered by the Committee whose decision on all disputes and matters concerning the interpretation of the Rules shall be final.
- 14.2 The cost of establishing and operating the Scheme shall be borne by the Participating Companies in such proportions as the Committee shall determine.
- 14.3 No person shall for the purposes of the Scheme be treated as ceasing to be a director or employee of a Participating Company until he is no longer a director or employee of the Company or of any Associated Company or other company of which the Company has Control.
- 14.4 Any notice or other communication under or in connection with the Scheme may be given by the Company either personally or by post and to the Company either personally or by post to the secretary; items sent by post shall be pre-paid and shall be deemed to have been received 72 hours after posting.
- 14.5 The Company shall at all times either keep available sufficient authorised and unissued Shares to satisfy all Options which have neither lapsed or been fully exercised, or shall procure that sufficient Shares are available for transfer to satisfy all such Options.
- 14.6 The Scheme, the Rules and all other documents relating to the Scheme shall be governed by and construed in accordance with Northern Irish Law.

HALE AND DORR LLP
COUNSELLORS AT LAW
60 STATE STREET, BOSTON, MASSACHUSETTS 02109
617-526-6000 - FAX 617-526-5000

November 16, 2000

Analog Devices, Inc.
One Technology Way
Norwood, Massachusetts 02062

Re: BCO TECHNOLOGIES PLC UNAPPROVED SHARE OPTION SCHEME
BCO TECHNOLOGIES PLC APPROVED SHARE OPTION SCHEME

Ladies and Gentlemen:

This opinion is furnished to you in connection with a Registration Statement on Form S-8 (the "Registration Statement") to be filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), for the registration of 9,639 shares of Common Stock, \$.16 2/3 par value per share (the "Shares"), of Analog Devices, Inc., a Massachusetts corporation (the "Company"), issuable pursuant to the BCO Technologies plc Approved Share Option Scheme and the BCO Technologies plc Unapproved Share Option Scheme (the "Plans").

We have examined the Restated Articles of Organization and the By-laws of the Company and originals, or copies certified to our satisfaction, of all pertinent records of the meetings of the directors and stockholders of the Company, the Registration Statement and such other documents relating to the Company as we have deemed material for the purposes of this opinion.

In our examination of the foregoing documents, we have assumed the genuineness of all signatures and the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies, the authenticity of the originals of such latter documents and the legal competence of all signatories to such documents.

We express no opinion herein as to the laws of any state or jurisdiction other than the state laws of the Commonwealth of Massachusetts and the federal laws of the United States of America.

Based upon and subject to the foregoing, we are of the opinion that the Company has duly authorized for issuance the Shares, and the Shares, when issued and paid for in accordance with the terms of the Plan and at a price per share in excess of the par value per share for such Shares, will be validly issued, fully-paid and nonassessable.

It is understood that this opinion is to be used only in connection with the offer and sale of the Shares while the Registration Statement is in effect.

This opinion is based upon currently existing statutes, rules, regulations and judicial decisions, and we disclaim any obligation to advise you of any change in any of these sources of law or subsequent legal or factual developments which might affect any matters or opinions set forth herein.

Please note that we are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters.

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act. In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Hale and Dorr LLP

HALE AND DORR LLP

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in the Registration Statement (Form S-8) of Analog Devices, Inc. pertaining to the BCO Technologies plc Approved Share Option Scheme and the BCO Technologies plc Unapproved Share Option Scheme of our report dated November 30, 1999, with respect to the consolidated financial statements of Analog Devices, Inc. incorporated by reference in its Annual Report (Form 10-K) for the year ended October 30, 1999, and our report dated January 25, 2000 with respect to the related financial statement schedule included therein, filed with the Securities and Exchange Commission.

ERNST & YOUNG LLP

Boston, Massachusetts
November 9, 2000