

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D

UNDER THE SECURITIES EXCHANGE ACT OF 1934
(AMENDMENT NO. 17)

VLSI TECHNOLOGY, INC.
(NAME OF ISSUER)

COMMON STOCK
(TITLE OF CLASS OF SECURITIES)

918270-10-9
(CUSIP NUMBER)

F. THOMAS DUNLAP, JR.
VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY
INTEL CORPORATION
2200 MISSION COLLEGE BOULEVARD
SANTA CLARA, CA 95052
TELEPHONE: (408) 765-8080
(NAME, ADDRESS AND TELEPHONE NUMBER OF PERSON
AUTHORIZED TO RECEIVE NOTICES AND COMMUNICATIONS)

MAY 23, 1995(1)
(DATE OF EVENT WHICH REQUIRES
FILING OF THIS STATEMENT)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b) (3) or (4), check the following box. []

Check the following box if a fee is being paid with this statement. []

Note: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

The information required in the remainder of this cover page shall not be deemed to be "filed" for purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(1) This amendment is being made to file confirming documentation for transactions previously reported.

(Continued on following pages)

Page 1 of 21 Pages

CUSIP No. 918270-10-9

13D

Page 2 of 21 Pages

1.	NAME OF REPORTING PERSON	Intel Corporation
	S.S. or I.R.S. IDENTIFICATION NO. OF ABOVE PERSON	94-1672743

2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) []
		(b) []

3.	SEC USE ONLY	
----	--------------	--

4.	SOURCE OF FUNDS	Working Capital
----	-----------------	-----------------

5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	[]
----	--	-----

6.	CITIZENSHIP OR PLACE OF ORGANIZATION	Delaware
----	--------------------------------------	----------

<S>	<C>	<C>
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7. SOLE VOTING POWER	2,677,604 (warrants)
	8. SHARED VOTING POWER	N/A
	9. SOLE DISPOSITIVE POWER	2,677,604 (warrants)
	10. SHARED DISPOSITIVE POWER	N/A

11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	2,677,604 (warrants)
-----	--	----------------------

12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	[]
-----	---	-----

13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	7%
-----	--	----

14.	TYPE OF REPORTING PERSON	CO
-----	--------------------------	----

CUSIP No. 918270-10-9

13D

Page 3 of 21 Pages

Intel Corporation ("Intel" or the "Reporting Person") hereby amends its statement on Schedule 13D filed with the Securities and Exchange Commission on July 8, 1992 (the "Initial Statement") and previously amended on August 25, 1992, August 5, 1994, January 31, 1995, February 3, 1995, February 6, 1995, February 14, 1995, February 17, 1995, March 2, 1995, March 9, 1995, March 13, 1995, March 20, 1995, April 12, 1995, April 14, 1995, April 18, 1995, April 28, 1995, and May 17, 1995, with respect to the common stock (the "Common Stock"), of VLSI Technology, Inc. ("VLSI" or the "Issuer").

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Pursuant to Section 4 of the Stock and Warrant Purchase Agreement, dated August 25, 1992 (the "Agreement"), between Intel and VLSI, Intel is subject to certain standstill provisions and restrictions on transfer and voting with respect to its securities of VLSI. See the Agreement for a further description of these provisions.

Between February 24, 1995 and April 17, 1995, Intel sold call options covering an aggregate of 2,677,604 shares of Common Stock. The strike prices of the call options range from \$15.00 to \$18.88 per share. All of the call options were sold in privately negotiated transactions. The call options can only be exercised on, and expire on, October 1, 1997.

The call options, if exercised, will be settled in cash, and Intel will pay to the counterparties an amount equal to (a) the number of shares subject to the call option multiplied by (b) the positive amount, if any, determined by subtracting the call option strike price from the market price per share of the Common Stock on October 1, 1997 (the "Market Price"). No payment will be made under the call options if the Market Price is less than the strike price of the call options on the expiration date.

Between March 7, 1995 and April 17, 1995, Intel purchased put options covering an aggregate of 2,677,604 shares of Common Stock. The strike prices of the put options range from \$12.00 to \$14.50 per share. All of the put options were purchased in privately negotiated transactions.

On April 26, 1995, in a privately negotiated transaction, Intel sold previously purchased put options covering an aggregate of 1,535,000 shares with a strike price of \$12.00 per share back to the counterparty, and purchased put options from the same counterparty covering an aggregate of 1,535,000 shares with a strike price of \$15.00 per share.

The put options can only be exercised on, and expire on, October 1, 1997. The put options, if exercised, will be settled in cash, and the counterparties will pay to Intel an amount equal to (a) the number of shares subject to the put option multiplied by (b) the positive amount, if any, determined by subtracting the Market Price from the put option strike price. No payment will be made under the put options if the Market Price is greater than the put option strike price on the expiration date.

The call and put options do not permit or obligate either party to purchase or sell shares of the Common Stock upon their exercise. Intel entered into the call and put options to reduce the investment risk associated with

its rights under its warrants to purchase 2,677,604 shares of the Common Stock. Intel intends to engage in additional hedging activity, which may include the sale of additional call options and the purchase of additional put options, in connection with hedging the investment risk associated with its rights under the warrants.

Exhibit 3.1 discloses the identity of the counterparties to, and the terms of, the call and put options.

Item 7. Material to be Filed as Exhibits.

- *Exhibit 1 Intel/VLSI Stock and Warrant Purchase Agreement
- *Exhibit 2 Intel/VLSI Joint Press Release Dated July 8, 1992
- Exhibit 3.1 Schedule of Call and Put Options
- *Exhibit 3.2.1 Schedule to International Swaps and Derivatives Association ("ISDA") Form Master Agreement (1992 version) dated as of April 15, 1993 between Union Bank of Switzerland and Intel Corporation
- *Exhibit 3.2.2 Form of Confirmation between Union Bank of Switzerland and Intel Corporation
- Exhibit 3.3.1 Schedule to ISDA Form Interest Rate and Currency Exchange Agreement (1987 version), dated as of February 8, 1993 between Swiss Bank Corporation and Intel Corporation
- Exhibit 3.3.2 Form of Confirmation between Swiss Bank Corporation and Intel Corporation
- **Exhibit 3.4 Agreements with Lehman Brothers Finance B.A.
- *Exhibit 4 Resolution Regarding Signature Authority

* Previously filed.

** Documentation confirming sales of these call options and purchases of these put options is pending and will be filed by amendment.

CUSIP No. 918270-10-9

13D

Page 4 of 21 Pages

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated as of May 25, 1995.

INTEL CORPORATION

By /s/ ARVIND SODHANI

Arvind Sodhani
Vice President and Treasurer

EXHIBIT 3.1
SCHEDULE OF CALL AND PUT OPTIONS

CALL OPTIONS WRITTEN (SOLD)

<TABLE> <CAPTION>		NUMBER OF			PREMIUM	
EXPIRATION TRADE DATE	COUNTERPARTY	SHARES	STRIKE PRICE	PREMIUM	PAYMENT DATE	DATE
-						
<S>	<C>	<C>	<C>	<C>	<C>	<C>
2/24/95	Union Bank of Switzerland ("UBS")	140,000	\$15.00	\$693,000	3/3/95	10/1/97
2/27/95	UBS	60,000	\$15.00	\$309,000	3/6/95	10/1/97
3/1/95	UBS	170,000	\$15.00	\$837,097	3/8/95	10/1/97
3/1/95	Lehman Brothers Finance S.A. ("Lehman")	1,000,000	\$15.25	\$4,600,000	3/8/95	10/1/97
3/3/95	UBS	65,000	\$15.00	\$319,800	3/10/95	10/1/97
3/6/95	UBS	100,000	\$15.00	\$497,000	3/13/95	10/1/97
3/16/95	Lehman Brothers	250,000	\$17.50	\$1,327,500	3/23/95	10/1/97
3/27/95	Swiss Bank Corporation	125,000	\$18.00	\$626,250	4/3/95	10/1/97
4/10/95	Swiss Bank Corporation	200,000	\$18.00	\$1,028,800	4/17/95	10/1/97
4/11/95	Swiss Bank Corporation	200,000	\$18.88	\$1,096,000	4/18/95	10/1/97
4/12/95	Swiss Bank Corporation	120,000	\$15.00	\$912,000	4/19/95	10/1/97
4/13/95	Swiss Bank Corporation	229,176	\$15.00	\$1,780,698	4/20/95	10/1/97
4/17/95	Swiss Bank Corporation	18,428	\$15.00	\$144,660	4/24/95	10/1/97
Total		2,677,604				

PUT OPTIONS PURCHASED

<TABLE> <CAPTION>		NUMBER OF			PREMIUM	
EXPIRATION TRADE DATE	COUNTERPARTY	SHARES	STRIKE PRICE	PREMIUM	PAYMENT DATE	DATE
-						
<S>	<C>	<C>	<C>	<C>	<C>	<C>
3/16/95	Lehman	250,000	\$14.00	\$442,500	3/16/95	10/1/97
3/27/95	Swiss Bank Corporation	125,000	\$14.00	\$187,500	4/3/95	10/1/97
4/10/95	Swiss Bank Corporation	200,000	\$14.00	\$292,000	4/10/95	10/1/97
4/11/95	Swiss Bank Corporation	200,000	\$14.50	\$373,500	4/11/95	10/1/97
4/12/95	Swiss Bank Corporation	120,000	\$14.00	\$180,000	4/19/95	10/1/97
4/13/95	Swiss Bank Corporation	229,176	\$14.00	\$343,764	4/13/95	10/1/97
4/17/95	Swiss Bank Corporation	18,428	\$14.00	\$27,458	4/24/95	10/1/97
4/26/95	Lehman	1,535,000	\$15.00	\$2,394,600	5/1/95	10/1/97
Total		2,677,604				

PUT OPTIONS CLOSED (REPURCHASED BY COUNTERPARTY)

<TABLE> <CAPTION>		Number of			Premium		
Date Expiration Purchased	Date Sold	Counterparty	Shares	Strike Price	Premium	Payment Date	Date
-							
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
3/7/95	4/26/95	Lehman	1,000,000	\$12.00	*\$1,285,000	3/14/95	10/1/97
3/8/95	4/26/95	Lehman	535,000	\$12.00	* \$749,000	3/15/95	10/1/97

* Intel received \$1,128,225 from Lehman in connection with the repurchase of these put options.

</TABLE>

EXHIBIT 3.3.1

SCHEDULE
to the Interest Rate and Currency Exchange Agreement
dated as of 8th February 1993

between

SWISS BANK CORPORATION,
ACTING THROUGH ITS LONDON BRANCH and

INTEL CORPORATION

("Party A")

("Party B")

PART 1
TERMINATION PROVISIONS

In this Agreement:-

(1) "Specified Entity" means

in relation to Party A for the purpose of:-

Section 5(a) (iii) and (iv) and Section 5(b) (i)	NONE
Section 5(a) (v)	NONE
Section 5(a) (vi)	NONE
Section 5(a) (vii)	NONE

in relation to Party B for the purpose of:-

Section 5(a) (iii) and (iv) and Section 5(b) (i)	NONE
Section 5(a) (v)	NONE
Section 5(a) (vi)	NONE
Section 5(a) (vii)	NONE

(2) "Specified Swap" will have the meaning specified in Section 14 as supplemented, by Part 6(1) hereof.

(3) The "Cross Default" provisions of Section 5(a) (vi) will apply to both parties and any Specified Entity but shall exclude any default that results solely from wire transfer difficulties or an error or omission of an administrative or operational nature (so long as sufficient funds are available), or from the general unavailability or inaccessibility of the currency in which such Specified Indebtedness is denominated due to exchange controls or similar or other governmental action (but only if payment is made within three Business Days after such transfer difficulties have been corrected, the error or omission has been discovered or such currency becomes available), or is being contested in good faith by appropriate proceedings.

If such provisions apply:-

"Specified Indebtedness" will have the meaning specified in Section 14.

"Threshold Amount" means

(i) with respect to Party A, 2% of the stockholders equity of Swiss Bank Corporation as shown on the most recent annual audited financial statements of Swiss Bank Corporation and

(ii) with respect to Party B U.S. Dollars 25mm.

(4) "Termination Currency" means United States Dollars.

(5) The "Credit Event Upon Merger" provisions of Section 5(b) (iv) will apply to Party A
will apply to Party B

PART 2
TAX REPRESENTATIONS

Representations of Party A

(1) Payer Tax Representation. For the purpose of Section 3(e), Party A will make the following representation:-

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of

any Tax from any payment (other than interest under Section 2(e)) to be made by it to the other party under this Agreement. In making this representation, it may rely on:

- (i) the accuracy of any representation made by the other party pursuant to Section 3(f);
 - (ii) the satisfaction of the agreement of the other party contained in Section 4(a) (i) and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a) (i); and
 - (iii) the satisfaction of the agreement of the other party contained in Section 4(d).
- (2) Payee Tax Representations. For the purpose of Section 3(f), Party A makes the representation(s) specified below:-

(a) The following representation will not apply:-

It is fully eligible for the benefits of the "Business Profits" or "Industrial and Commercial Profits" provision, as the case may be, the "Interest" provision or the "Other Income" provision (if any) of the Specified Treaty with respect to any payment described in such provisions and received or to be received by it in connection with this Agreement and no such payment is attributable to a trade or business carried on by it through a permanent establishment in the Specified Jurisdiction.

If such representation applies, then:-

"Specified Treaty" means, NOT APPLICABLE

"Specified Jurisdiction" means, NOT APPLICABLE

CUSIP No. 918270-10-9

13D

Page 8 of 21 Pages

(b) The following representation will not apply:-

Each payment received or to be received by it in connection with this Agreement relates to the regular business operations of the party (and not to an investment of the party).

(c) The following representation will not apply:-

Each payment received or to be received by it in connection with this Agreement will be effectively connected with its conduct of a trade or business in Specified Jurisdiction.

If such representation applies, then "Specified Jurisdiction" means NOT APPLICABLE.

(d) The following representation will not apply:-

It is a bank recognised by the United Kingdom Inland Revenue as carrying on a bona fide banking business in the United Kingdom, is entering into this Agreement in the ordinary course of such business and will bring into account payments made and received under this Agreement in computing its income for United Kingdom tax purposes.

(e) Other representations:- NONE

Representations of Party B

(1) Payer Tax Representation. For the purpose of Section 3(e), Party B will make the following representation:-

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 2(e)) to be made by it to the other party under this Agreement. In making this representation, it may rely on:-

- (i) the accuracy of any representation made by the other party pursuant to Section 3(f);
- (ii) the satisfaction of the agreement of the other party contained in Section 4(a) (i) and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a) (i); and
- (iii) the satisfaction of the agreement of the other party contained in Section 4(d).

(2) Payee Tax Representations. For the purpose of Section 3(f), Party B makes the representation(s) specified below:-

(a) The following representation will not apply:-

It is fully eligible for the benefits of the "Business Profits" or "Industrial and Commercial Profits" provision, as the case may be, the "Interest" provision or the "Other Income" provision (if any) of the Specified Treaty with respect to any payment described in such provisions and received or to be received by it in connection with this Agreement and no such payment is attributable to a trade or business carried on by it through a permanent establishment in the Specified Jurisdiction.

If such representation applies, then:-

"Specified Treaty" means, NOT APPLICABLE

"Specified Jurisdiction" means, NOT APPLICABLE

CUSIP No. 918270-10-9

13D

Page 9 of 21 Pages

(b) The following representation will not apply:-

Each payment received or to be received by it in connection with this Agreement relates to the regular business operations of the party (and not to an investment of the party).

(c) The following representation will not apply:-

Each payment received or to be received by it in connection with this Agreement will be effectively connected with its conduct of a trade or business in Specified Jurisdiction.

If such representation applies, then "Specified Jurisdiction" means NOT APPLICABLE.

(d) The following representation will not apply:-

It is a bank recognised by the United Kingdom Inland Revenue as carrying on a bona fide banking business in the United Kingdom, is entering into this Agreement in the ordinary course of such business and will bring into account payments made and received under this Agreement in computing its income for United Kingdom tax purposes.

(e) Other representations:- NONE

PART 3
DOCUMENTS TO BE DELIVERED

For the purpose of Section 4(a):-

(1) Tax forms, documents or certificates to be delivered are:-

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered
<S>	<C> NONE	<C>

(2) Other documents to be delivered are:-

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered	Covered by Section 3(d) Representation
<S>	<C>	<C>	<C>
PARTY A AND PARTY B	SIGNATURE AUTHENTICATION SATISFACTORY TO THE OTHER PARTY HERETO	ON OR BEFORE EXECUTION OF THIS AGREEMENT	YES
PARTY B	RESOLUTION	ON OR BEFORE EXECUTION OF THIS AGREEMENT	YES

PART 4
MISCELLANEOUS

- (1) Governing Law. This Agreement will be governed by and construed in accordance with New York law without reference to the choice of laws doctrine.
- (2) Process Agent. For the purpose of Section 13(c):-
 Party A appoints as its Process Agent: NOT APPLICABLE
 Party B appoints as its Process Agent:
 Address: Swiss Bank Corporation, Swiss Bank Tower, PO Box 395,
 Church Street Station, New York, NY 10008, USA
 Attention: Mary Lou Bartelli
- (3) "Affiliate" will have the meaning specified in Section 14.
- (4) Multibranch Party. For the purpose of Section 10:-
 Party A is not a Multibranch Party.
 Party B is not a Multibranch Party.
- (5) Addresses for Notices. For the purposes of Section 12(a):-
 Address for notices or communications to Party A:-
 Address: Swiss Bank House, 1 High Timber Street, London EC4V
 3SB.
 Attention: Swaps Group
 Telex: 887434 Answerback: SBCO G
 Address for notices or communications to Party B:-
 Address: [PLEASE ADVISE]
 Attention:
 Telex: Answerback:
- (6) Credit Support Document. Details of any Credit Support Document:-
 NONE
- (7) Netting of Payments. If indicated here, "Net Payments - Corresponding Payment Dates" will apply for the purpose of Section 2(c) with effect from the date of this Agreement:- NO

PART 5
OTHER PROVISIONS

- (1) Section 7 is amended by the insertion of "(1)" between "Schedule," and "neither" in line 1 and the insertion of a new paragraph at the end thereof: "(2) notwithstanding the above Party A may transfer its rights and obligations under this Agreement in whole (but not in part) to any full branch of Swiss Bank Corporation provided that no Illegality, Tax Event, Event of Default or Termination Event would thereupon occur and that the representations in Section 3(a) would, if thereupon made by the transferee, be accurate".
- (2) The parties hereto in consideration of the mutual agreements contained herein agree that this Agreement is deemed to be effective from the date specified on the front page of this Agreement.

PART 6
MAY 1989 ADDENDUM TO SCHEDULE TO
INTEREST RATE AND CURRENCY EXCHANGE AGREEMENT

INTEREST RATE CAPS, COLLARS AND FLOORS

- (1) As used in this Agreement or in a Confirmation, (i) "Rate Protection Transaction" will mean any Swap Transaction that is identified in the related Confirmation as a Rate Protection Transaction, Rate Cap Transaction, Rate Floor Transaction or Rate Collar Transaction and (ii) "Specified Swap" means, notwithstanding Section 14 of this Agreement but subject to Part 1 of this Schedule, any rate swap, rate cap, rate floor, rate collar, currency exchange transaction, forward rate agreement, or other exchange or rate protection transaction, or any combination of such transactions or agreements or any option with

respect to any such transaction now existing or hereafter entered into between one part to this Agreement (or any applicable Specified Entity) and the other party to this Agreement (or any applicable Specified Entity).

- (2) Notwithstanding anything to the contrary in this Agreement or in any Interest Rate and Currency Exchange Definitions published by the International Swap Dealers Association, Inc. and incorporated in any Confirmation, the following provisions will apply with respect to a Rate Protection Transaction:
- (a) The Floating Rate applicable to any Calculation Period will be (i) with respect to a Floating Rate Payer for which a Cap Rate is specified, the excess, if any, of the floating Rate calculated as provided in this Agreement (without reference to this paragraph 2(a)) over the Cap Rate and (ii) with respect to a Floating Rate Payer for which a Floor Rate is specified, the excess, if any, of the Floor Rate over the Floating Rate calculated as provided in this Agreement (without reference to this paragraph 2(a));
- (b) "Cap Rate" means, in respect of any Calculation Period, the per annum rate specified as such for that Calculation Period; and
- (c) "Floor Rate" means, in respect of any Calculation Period, the per annum rate specified as such for that Calculation Period.
- (3) For purposes of the determination of a Market Quotation for a Terminated Transaction in respect of which a party ("X") had, immediately prior to the designation or occurrence of the relevant Early Termination Date, no future payment obligations, whether absolute or contingent, under Section 2(a)(i) of this Agreement with respect to the Terminated Transaction, (i) the quotations obtained from Reference Market-makers shall be such as to preserve the economic equivalent of the payment obligations of the party ("Y") that had, immediately prior to the designation or occurrence of the relevant early Termination Date, future payment obligations, whether absolute or contingent, under Section 2(a)(i) of this Agreement with respect to the Terminated Transaction and (ii) if X is making the determination such amounts shall be expressed as positive amounts and if Y is making the determination such amounts shall be expressed as negative amounts.
- (4) Notwithstanding the terms of Sections 5 and 6 of this Agreement, if at any time and so long as one of the parties to this Agreement ("X") shall have satisfied in full all its payment obligations under Section 2(a)(i) of this Agreement and shall at the time have no future payment obligations, whether absolute or contingent, under such Section, then unless the other party ("Y") is required pursuant to appropriate proceedings to return to X or otherwise returns to X upon demand of X any portion of any such payment, (a) the occurrence of an event described in Section 5(a) of this Agreement with respect to X or any Specified Entity of X shall not constitute an Event of Default or a Potential Event of Default with respect to X as the Defaulting Party and (b) Y shall be entitled to designate an Early Termination Date pursuant to Section 6 of this Agreement only as a result of the occurrence of a Termination

CUSIP No. 918270-10-9

13D

Page 12 of 21 Pages

Event set forth in (i) either Section 5(b)(i) or 5(b)(ii) of this Agreement with respect to Y as the Affected Party or (ii) Section 5(b)(iii) of this Agreement with respect to Y as the Burdened Party.

CUSIP No. 918270-10-9

13D

Page 13 of 21 Pages

PART 7
JULY 1990 ADDENDUM TO SCHEDULE TO
INTEREST RATE AND CURRENCY EXCHANGE AGREEMENT

OPTIONS

- (1) As used in this Agreement or in any Confirmation, "Option" means any Swap Transaction that is identified in the related Confirmation as an Option and provides for the grant by Seller to Buyer of (i) the right to cause an underlying Swap Transaction, the terms of which are identified in that Confirmation (an "Underlying Swap Transaction"), to become effective, (ii) the right to cause Seller to pay Buyer pursuant to Section 2(a)(i) of this Agreement the Cash Settlement Amount, if any, in respect of the Underlying Swap Transaction on the Cash Settlement Payment Date, (iii) the right to cause the Optional

Termination Date to become the Termination Date and, if so specified in the related Confirmation, the Final Exchange Date of the related Swap Transaction that is identified in that Confirmation (a "Related Swap Transaction") or (iv) any other right or rights specified in the related Confirmation. An Option may provide for the grant of one or more of the foregoing rights, all of which can be identified in a single Confirmation.

- (2) The following capitalised terms, if used in relation to an Option, have the respective meanings specified in or pursuant to the related Confirmation (or elsewhere in this Agreement): "Buyer", "Seller", "Option Premium", "Option Premium Payment Date", "Cash Settlement Payment Date", "Cash Settlement Amount", "Optional Termination Date", "Exercise Terms" and "Option Exercise Period".
- (3) The following provisions will apply with respect to an Option:
- (a) Buyer will pay Seller pursuant to Section 2(a)(i) of this Agreement the Option Premium, if any, on the Option Premium Payment Date or Dates.
- (b) On the terms set forth in this Agreement (including the related Confirmation), Seller grants to Buyer pursuant to the Option, (i) if "Physical Settlement" is specified to be applicable to the Option, the right to cause the Underlying Swap Transaction to become effective, (ii) if "Cash Settlement" is specified to be applicable to the Option, the right to cause Seller to pay Buyer pursuant to Section 2(a)(i) of this Agreement the Cash Settlement Amount, if any, in respect of the Underlying Swap Transaction on the cash Settlement Payment Date or (iii) if "Optional Termination" is specified to be applicable to the Option, the right to cause the Optional Termination Date to become the Termination Date and, if so specified in the related confirmation, the Final Exchange Date of the Related Swap Transaction. The Underlying Swap Transaction, if any, shall not become effective unless (i) "Physical Settlement" is specified to be applicable to the Option and (ii) the right to cause that underlying Swap Transaction to become effective has been exercised.
- (c) Buyer may exercise the right or rights granted pursuant to the Option only by delivering irrevocable notice (a "Notice of Exercise") to Seller (which, notwithstanding any other provision of this Agreement, may be delivered orally (including by telephone)). The Notice of Exercise must become effective during the Option Exercise Period and must include the Exercise Terms, if any.
- (d) Buyer will, if "Written Confirmation" is specified to be applicable to the Option or upon demand from Seller (which, notwithstanding any other provision of this Agreement, may be delivered orally (including by telephone)), (i) execute a written confirmation confirming the substance of the Notice of Exercise and deliver the same to Seller or (ii) issue a telex to Seller setting forth the substance of the Notice of Exercise. Buyer shall cause such executed written confirmation or telex to be received by Seller within one Local Banking Day following the date that the Notice of Exercise or Seller's demand, as the case may be, becomes effective. If not received within such time, Buyer will be deemed to have satisfied

its obligations under the immediately preceding sentence at the time that such executed written confirmation or telex becomes effective.

- (e) Any notice or communication given, and permitted to be given, orally (including by telephone) in connection with the Option will be effective when actually received by the recipient.
- (4) For purposes of the determination of a Market Quotation for a Terminated Transaction that is identified as an Option, the quotations obtained from Reference Market-makers shall take into account, as of the relevant Early Termination Date, the economic equivalent of the right or rights granted pursuant to that Option which are or may become exercisable.

EXHIBIT 3.3.2

IN ORDER TO FACILITATE THE PROMPT ACKNOWLEDGMENT OF THE TRANSACTION WE WOULD BE GRATEFUL IF YOU COULD CONFIRM THAT THE CONFIRMATION CORRECTLY SETS FORTH THE TERMS THEREOF BY SIGNING THIS PAGE AND RETURNING IT TO SWISS BANK CORPORATION, CHICAGO TO THE ATTENTION OF JENNY MAKOWIEC.

EQUITY OPTION AGREEMENT ACKNOWLEDGMENT

TO: SWISS BANK CORPORATION, LONDON

FAX NO: (44) 71 711 2685 OR 2990

ATTN: CONFIRMATION CONTROL
COLIN PARRY

FROM: INTEL CORPORATION

SUBJECT: *AMENDED*
EQUITY PUT OPTION REF NO. [OMITTED]/EQUITY CALL OPTION REF NO.
[OMITTED]

WE ACKNOWLEDGE RECEIPT OF YOUR COMMUNICATION DATED _____ WITH RESPECT TO THE ABOVE REFERENCED TRANSACTIONS BETWEEN SWISS BANK CORPORATION, LONDON BRANCH AND INTEL CORPORATION WITH A TRADE DATE OF _____ AND AN EXPIRATION DATE OF _____ AND CONFIRM THAT SUCH COMMUNICATION CORRECTLY SETS FORTH THE TERMS OF OUR AGREEMENT RELATING TO THE TRANSACTIONS DESCRIBED THEREIN. WE CONFIRM THAT NO FURTHER DOCUMENTS WILL BE REQUIRED IN RESPECT OF THIS TRANSACTION.

SIGNED FOR AND ON BEHALF OF
INTEL CORPORATION

/s/ ARVIND SODHANI

NAME: Arvind Sodhani
TITLE: Vice President and Treasurer

NAME:
TITLE:

DATED: May 23, 1995
CUSIP NO. 918270-10-9

13D

Page 16 of 21 Pages

[SWISS BANK CORPORATION LETTERHEAD]

[DATE]
INTEL CORPORATION ("PARTY B")
2200 MISSION COLLEGE BOULEVARD
MAIL STOP RN6-26
SANTA CLARA, CA 95052-8119

ATTN: NOEL LAZO, ASSISTANT TREASURER
RE: PUT OPTION REF NO: [OMITTED]/CALL OPTION REF NO: [OMITTED]
FROM: SWISS BANK CORPORATION, LONDON BRANCH ("PARTY A")

DEAR SIRs,

THE PURPOSE OF THIS COMMUNICATION IS TO CONFIRM THE TERMS AND CONDITIONS OF THE TRANSACTIONS ENTERED INTO BETWEEN US ON THE TRADE DATE SPECIFIED BELOW (THE "TRANSACTION"). THIS CONFIRMATION CONSTITUTES A "CONFIRMATION" AS REFERRED TO IN THE ISDA INTEREST RATE AND CURRENCY EXCHANGE AGREEMENT SPECIFIED BELOW.

THE DEFINITIONS AND PROVISIONS CONTAINED IN THE 1991 ISDA DEFINITIONS (AS PUBLISHED BY THE INTERNATIONAL SWAPS AND DERIVATIVES ASSOCIATION, INC. (FORMERLY KNOWN AS THE INTERNATIONAL SWAP DEALERS ASSOCIATION, INC.) ("ISDA")) ARE INCORPORATED INTO THIS CONFIRMATION. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THOSE DEFINITIONS AND PROVISIONS AND THIS CONFIRMATION, THIS CONFIRMATION WILL GOVERN.

THIS CONFIRMATION SUPPLEMENTS, FORMS PART OF, AND IS SUBJECT TO, THE ISDA INTEREST RATE AND CURRENCY EXCHANGE AGREEMENT DATED AS OF 8 FEBRUARY 1993 AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME (THE "AGREEMENT"), BETWEEN PARTY A AND PARTY B. ALL PROVISIONS CONTAINED IN THE AGREEMENT GOVERN THIS CONFIRMATION EXCEPT AS EXPRESSLY MODIFIED BELOW.

THE TERMS OF THE TRANSACTIONS TO WHICH THIS CONFIRMATION RELATES ARE AS

FOLLOWS:

TRADE DATE: _____

PUT OPTION

OPTION STYLE: EUROPEAN OPTION

OPTION TYPE: PUT

SELLER: PARTY A

BUYER: PARTY B

SHARES: VLSI TECHNOLOGY, INC.

NUMBER OF OPTIONS: _____ [Number of Shares]

SHARE ENTITLEMENT: 1 SHARE PER OPTION

CUSIP NO. 918270-10-9 13D Page 17 of 21 Pages

STRIKE PRICE PER SHARE: USD _____

PREMIUM: USD _____, NETTED AGAINST PREMIUM PAYABLE BY BUYER OF THE CALL OPTION.

PREMIUM PAYMENT DATE: FIVE CURRENCY BUSINESS DAYS AFTER THE TRADE DATE, OR, IF THAT DATE IS NOT A CURRENCY BUSINESS DAY, THE FIRST FOLLOWING DAY THAT IS A CURRENCY BUSINESS DAY.

CALL OPTION

OPTION STYLE: EUROPEAN OPTION

OPTION TYPE: CALL

SELLER: PARTY B

BUYER: PARTY A

SHARES: VLSI OF VLSI TECHNOLOGY, INC.

NUMBER OF OPTIONS: _____ [Number of Shares]

SHARE ENTITLEMENT: 1 SHARE PER OPTION

STRIKE PRICE PER SHARE: USD _____

PREMIUM: USD _____, NETTED AGAINST PREMIUM PAYABLE BY BUYER OF PUT OPTION.

PREMIUM PAYMENT DATE: FIVE CURRENCY BUSINESS DAYS AFTER THE TRADE DATE, OR, IF THAT DATE IS OT A CURRENCY BUSINESS DAY, THE FIRST FOLLOWING DAY THAT IS A CURRENCY BUSINESS DAY.

THE REMAINING PROVISIONS OF THIS CONFIRMATION ARE APPLICABLE TO BOTH THE CALL OPTION AND THE PUT OPTION.

SELLER BUSINESS DAY: ANY DAY ON WHICH COMMERCIAL BANKS ARE OPEN FOR BUSINESS (INCLUDING DEALINGS IN FOREIGN EXCHANGE AND FOREIGN CURRENCY DEPOSITS) IN LONDON & SANTA CLARA.

CURRENCY BUSINESS DAY: ANY DAY ON WHICH COMMERCIAL BANKS ARE OPEN FOR BUSINESS (INCLUDING DEALINGS IN FOREIGN EXCHANGE AND FOREIGN CURRENCY DEPOSITS) IN THE PRINCIPAL FINANCIAL CENTRE FOR THE RELEVANT CURRENCY.

EXCHANGE: NEW YORK STOCK EXCHANGE, AMERICAN STOCK EXCHANGE & NASDAQ NATIONAL MARKET SYSTEM

EXCHANGE BUSINESS DAY: A DAY THAT IS A SELLER BUSINESS DAY AND IS A TRADING DAY ON THE EXCHANGE OTHER THAN A DAY

CUSIP NO. 918270-10-9 13D Page 18 of 21 Pages

ON WHICH TRADING ON THE EXCHANGE IS SCHEDULED TO CLOSE PRIOR TO ITS REGULAR WEEKDAY CLOSING TIME.

CALCULATION AGENT: SWISS BANK CORPORATION, LONDON WHOSE DETERMINATIONS AND CALCULATIONS SHALL BE BINDING IN THE ABSENCE OF MANIFEST ERROR.

PROCEDURE FOR EXERCISE:

EXERCISE PERIOD: THE EXPIRATION DATE.

EXPIRATION DATE: _____ OR, IF THAT DATE IS NOT AN EXCHANGE BUSINESS DAY, THE FIRST FOLLOWING DAY THAT IS AN EXCHANGE BUSINESS DAY.

EXPIRATION TIME: 4:00 PM NEW YORK TIME ON THE EXPIRATION DATE.

SWISS BANK CORPORATION'S CONTACT DETAILS:

DEALERS: TEL: 071 711 3500
FAX: 071 711 3526
ATTN: KEVIN DONLEVY

OPERATIONS: TEL: 071 711 3135
FAX: 071 711 2634
ATTN: MARTIN PERKINS

ISDA NEGOTIATION: TEL: 071 711 4519
ATTN: HENRY TRANT

EXERCISE DATE FOR AN OPTION: THE SELLER BUSINESS DAY DURING THE EXERCISE PERIOD ON WHICH THAT OPTION IS OR IS DEEMED TO BE EXERCISED.

VALUATION

VALUATION TIME: 4:00 PM NEW YORK TIME ON THE EXPIRATION DATE

VALUATION DATE: THE EXERCISE DATE, UNLESS THERE IS A MARKET DISRUPTION EVENT ON THE DAY. IF THERE IS A MARKET DISRUPTION EVENT ON THAT DAY, THEN THE VALUATION DATE SHALL BE THE FIRST SUCCEEDING EXCHANGE BUSINESS DAY ON WHICH THERE IS NO MARKET DISRUPTION EVENT, UNLESS THERE IS A MARKET DISRUPTION EVENT ON EACH OF THE FIVE EXCHANGE BUSINESS DAYS IMMEDIATELY FOLLOWING THE ORIGINAL DATE THAT, BUT FOR THE MARKET DISRUPTION EVENT, WOULD HAVE BEEN THE VALUATION DATE. IN THAT CASE, (I) THAT FIFTH EXCHANGE BUSINESS DAY SHALL BE DEEMED TO BE THE VALUATION DATE, NOTWITHSTANDING THE MARKET DISRUPTION EVENT, AND (II) THE CALCULATION AGENT SHALL DETERMINE

CUSIP NO. 918270-10-9

13D

Page 19 of 21 Pages

THE REFERENCE PRICE AS OF THE VALUATION TIME ON THAT FIFTH EXCHANGE BUSINESS DAY.

MARKET DISRUPTION EVENT: THE OCCURRENCE OR EXISTENCE ON ANY EXCHANGE BUSINESS DAY DURING THE ONE-HALF HOUR PERIOD THAT ENDS AT THE VALUATION TIME OF ANY SUSPENSION OF OR LIMITATION IMPOSED ON TRADING (BY REASON OF MOVEMENTS IN PRICE EXCEEDING LIMITS PERMITTED BY THE RELEVANT EXCHANGE OR OTHERWISE) ON (I) THE EXCHANGE IN SHARES OR (II) THE CHICAGO BOARD OPTIONS EXCHANGE IN OPTION CONTRACTS ON THE SHARES OR (III) THE CHICAGO MERCANTILE EXCHANGE IN FUTURES CONTRACTS ON THE SHARES IF, IN THE DETERMINATION OF THE CALCULATION AGENT, SUCH SUSPENSION OR LIMITATION IS MATERIAL.

THE CALCULATION AGENT SHALL AS SOON AS REASONABLY PRACTICABLE (AND IN NO EVENT LATER THAN THE NEXT EXCHANGE BUSINESS DAY) NOTIFY THE OTHER PARTY OF THE EXISTENCE OR OCCURRENCE OF A MARKET DISRUPTION EVENT ON ANY DAY THAT BUT FOR THE OCCURRENCE OR EXISTENCE OF A MARKET DISRUPTION EVENT WOULD HAVE BEEN A VALUATION DATE.

REFERENCE PRICE: AVERAGE OF THE BEST BID AND ASK PRICES OF A SHARE ON THE EXCHANGE AS PUBLISHED BY REUTERS

AT 4:00 PM NEW YORK TIME.

AUTOMATIC EXERCISE: AN OPTION WILL BE DEEMED TO BE AUTOMATICALLY EXERCISED AT THE EXPIRATION TIME ON THE EXPIRATION DATE.

SETTLEMENT TERMS:

CASH SETTLEMENT TERMS:

CASH SETTLEMENT: APPLICABLE

CASH SETTLEMENT AMOUNT: ON THE SETTLEMENT DATE, THE FOLLOWING PAYMENT SHALL BE MADE:

- (A) IF THE REFERENCE PRICE IS LESS THAN [PUT STRIKE PRICE], PARTY A, AS THE SELLER OF THE PUT OPTION, SHALL PAY TO PARTY B, AS THE BUYER OF THE PUT OPTION, AN AMOUNT EQUAL TO THE PRODUCT OF (I) THE NUMBER OF OPTIONS TIMES (II) THE SHARE ENTITLEMENT TIMES (III) THE AMOUNT, IF ANY, BY WHICH THE REFERENCE PRICE IS LESS THAN [PUT STRIKE PRICE].
- (B) IF THE REFERENCE PRICE IS GREATER THAN [CALL STRIKE PRICE], PARTY B, AS THE SELLER OF THE CALL OPTION, SHALL PAY TO PARTY A, AS THE BUYER OF THE CALL

CUSIP NO. 918270-10-9

13D

Page 20 of 21 Pages

OPTION, AN AMOUNT EQUAL TO THE PRODUCT OF (I) THE NUMBER OF OPTIONS TIMES (II) THE SHARE ENTITLEMENT TIMES (III) THE AMOUNT, IF ANY, BY WHICH THE REFERENCE PRICE IS GREATER THAN [CALL STRIKE PRICE].

CASH SETTLEMENT

PAYMENT DATE: FIVE CURRENCY BUSINESS DAYS (EACH OF WHICH IS A SELLER BUSINESS DAY) AFTER THE VALUATION DATE.

ADJUSTMENT EVENTS:

ADJUSTMENTS: DURING THE LIFE OF THE TRANSACTION, IF ANY ADJUSTMENT IS MADE BY THE OPTIONS CLEARING CORPORATION OR ITS SUCCESSORS (THE "OCC") IN THE TERMS OF OUTSTANDING OCC-ISSUED OPTIONS ("OCC OPTIONS") ON THE UNDERLYING PROPERTY WHICH IS THE SUBJECT OF THE TRANSACTION, AN EQUIVALENT ADJUSTMENT SHALL BE MADE IN THE TERMS OF THE TRANSACTION. EXCEPT AS PROVIDED IN THE FOLLOWING PARAGRAPH, NO ADJUSTMENT SHALL BE MADE IN THE TERMS OF THE TRANSACTION FOR ANY EVENT THAT DOES NOT RESULT IN AN ADJUSTMENT TO THE TERMS OF OUTSTANDING OCC OPTIONS ON THE UNDERLYING PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO ADJUSTMENT SHALL BE MADE IN THE TERMS OF THE TRANSACTION FOR ORDINARY CASH DIVIDENDS ON THE UNDERLYING PROPERTY.

IF AT ANY TIME DURING THE LIFE OF THE TRANSACTION THERE SHALL BE NO OUTSTANDING OCC OPTIONS ON THE UNDERLYING PROPERTY, AND AN EVENT SHALL OCCUR FOR WHICH AN ADJUSTMENT MIGHT OTHERWISE BE MADE UNDER THE BY-LAWS, RULES, AND STATED POLICIES OF THE OCC APPLICABLE TO THE ADJUSTMENT OF OCC OPTIONS (THE "OCC ADJUSTMENT RULES"). THE PARTIES SHALL USE THEIR BEST EFFORTS, APPLYING THE PRINCIPLES SET FORTH IN THE OCC ADJUSTMENT RULES, TO JOINTLY DETERMINE WHETHER TO ADJUST THE TERMS OF THE TRANSACTION AND THE NATURE OF ANY SUCH ADJUSTMENT.

ACCOUNT DETAILS:

PAYMENTS TO SWISS BANK CORPORATION, LONDON: [OMITTED]

PAYMENTS TO INTEL CORPORATION: [OMITTED]

THIS CONFIRMATION WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW YORK.

YOURS FAITHFULLY,

/s/ NAZIR BADAT

/s/PETER FAVELL

NAZIR BADAT
CAPITAL MARKETS AND
TREASURY OPERATIONS

PETER FAVELL
CAPITAL MARKETS AND
TREASURY OPERATIONS

SWISS BANK CORPORATION, LONDON BRANCH

PLEASE USE OUR REFERENCE ON ALL CORRESPONDENCE
DOCUMENT NO: [OMITTED]
PB