

**PUBLIC**

**UNITED STATES OF AMERICA  
BEFORE THE FEDERAL TRADE COMMISSION**



**COMMISSIONERS:** Deborah Platt Majoras, Chairman  
Pamela Jones Harbour  
Jon Leibowitz  
William E. Kovacic  
J. Thomas Rosch

**In the Matter of**

**RAMBUS INC.,**

**a corporation.**

**Docket No. 9302**

**RESPONDENT'S PROPOSAL REGARDING  
ESCROW AGENT AND MANNER OF COLLECTION  
PURSUANT TO MARCH 16, 2007 ORDER**

Respondent Rambus Inc. (“Rambus”) respectfully submits this proposal in response to paragraph 1(a) of the Commission’s March 16, 2007 Order Granting In Part and Denying In Part Respondent’s Motion for Stay of Final Order Pending Appeal (“Stay Order”). Paragraph 1(a) provided that Rambus:

“will be permitted to acquire, and to seek to acquire, rights to (but not possession of) fees, royalties, payments, judgments, and other consideration in excess of that permitted by Paragraphs IV, V.A., VI, and VII of the Final Order (“Excess Consideration”),  
**PROVIDED THAT:**

- a. all Excess Consideration is (1) collected and held pursuant to an escrow agreement by an escrow agent that has received the approval of the Commission, which approval shall not be unduly delayed, and only in a manner that has received the approval of the Commission, or (2) payable pursuant to a contingent contractual obligation by the party paying such Excess Consideration (“Payer”);

**PROVIDED, HOWEVER, THAT** if Respondent proposes an escrow agent and manner of collecting Excess Consideration to the Commission before April 12, 2007, an escrow agent may, for a period of up to six months, collect Excess Consideration accruing prior to the grant of such approval, and may hold it in escrow.”

Stay Order, ¶ 1(a).

Shortly after the Stay Order issued, Rambus contacted several potential escrow agents and subsequently entered into negotiations with Wells Fargo Bank, N.A. (“Wells Fargo”). Wells Fargo has agreed to serve as the escrow agent upon approval by the Commission pursuant to the Stay Order. If necessary, Rambus or Wells Fargo can provide additional information to the Commission regarding the reserves held by Wells Fargo.

To expedite the process and minimize negotiation, Rambus and Wells Fargo began with a form provided by Wells Fargo's department that handles escrows. Rambus and Wells Fargo have reached agreement on the final form of the Escrow Agreement attached hereto, and Rambus submits it herewith for the Commission to consider and to approve as to form. Once approved by the Commission, Rambus and/or Wells Fargo would use this as the basic form to create an escrow arrangement with a licensee.<sup>1</sup>

Rambus understands that escrow accounts will be separately created and maintained by Wells Fargo for each licensee and segregated from any and all other funds held on account for Rambus. Each licensee will have a direct contractual relationship with Wells Fargo, the Escrow Agent through the Escrow Agreement, and the Escrow Agent will only be permitted to take such actions as are permitted pursuant to the Escrow Agreement. The Exhibit to the Escrow Agreement sets forth the fee schedule for each of the escrow accounts.

Rambus also notes that as called for by paragraphs 1 and 2 of the Stay Order, the Escrow Agreement:

- (1) calls for the direct payment by licensees to the Escrow Agent of any "Excess Consideration," as that term has been defined by the Commission;
- (2) provides that the Escrow Agent is authorized to invest the escrowed funds

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<sup>1</sup> It is possible that Rambus or individual licensees may desire additions to or modifications of the language of the attached form of agreement. To avoid burdening the Commission, Rambus proposes that the Compliance Division review such variations of the basic agreement, with resort to the Commission if Rambus, the licensee and the Compliance Division cannot agree on the language.

and any investment income only in money market accounts or in investments listed in the attachments to the Escrow Agreement or agreed to in writing by the parties to the agreement;

- (3) provides that the costs of collecting, holding and administering the escrowed funds (including any indemnities owed to the Escrow Agent and any taxes earned as a result of the investment in the money market funds) shall be paid out of said funds as the Escrow Agent shall determine; and
- (4) provides that the escrowed funds can only be disbursed (other than for payment of expenses as noted above) after the Escrow Agent receives a final, non-appealable order from the Federal Trade Commission directing payment of said funds.

DATED: April 11, 2007

Respectfully submitted,



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Gregory P. Stone  
Steven M. Perry  
MUNGER, TOLLES & OLSON LLP  
355 South Grand Avenue, 35th Floor  
Los Angeles, California 90071-1560  
(213) 683-9100

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Washington, D.C. 20006  
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Attorneys for Respondent Rambus Inc.

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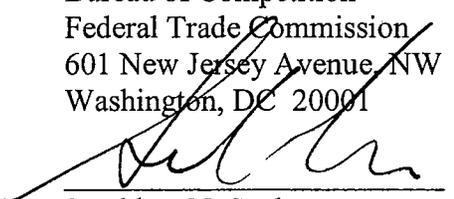
**Docket No. 9302**

**CERTIFICATE OF SERVICE**

I, Sambhav N. Sankar, hereby certify that on April 11, 2007, I caused a true and correct copy of *Respondent's Proposal Regarding Escrow Agent and Manner of Collection Pursuant to March 16, 2007 Order* to be served on the following persons by hand delivery:

Donald S. Clark, Secretary  
Federal Trade Commission  
Room H-135  
600 Pennsylvania Avenue, NW  
Washington, DC 20580

Geoffrey Oliver, Esq.  
Assistant Director  
Bureau of Competition  
Federal Trade Commission  
601 New Jersey Avenue, NW  
Washington, DC 20001

  
Sambhav N. Sankar

## ESCROW AGREEMENT

This Escrow Agreement dated this \_\_\_\_ day of \_\_\_\_\_, 2007 (the "Escrow Agreement"), is entered into by and among Rambus Inc., a Delaware corporation ("Rambus"), \_\_\_\_\_ [name and legal status] ("Licensee") (Rambus and Licensee collectively, the "Parties," and individually, a "Party"), and Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent").

### RECITALS

- A. Rambus licenses [\_\_\_\_\_] to Licensee pursuant to the terms of that certain [License Agreement dated as of \_\_\_\_\_] (the "License Agreement");
- B. Pursuant to an Order Granting in Part and Denying in Part Respondent's Motion for Stay of Final Order Pending Appeal from the Federal Trade Commission dated March 16, 2007, Rambus is permitted to collect from Licensee and other similarly situated license holders certain fees, royalties, payments, judgments and other consideration in excess of amounts set forth in Paragraphs IV, V.A, VI and VII of the Final Order dated February 2, 2007 (the "Excess Consideration");
- C. Rambus and Licensee have agreed pursuant to the terms of the License Agreement on the amounts to be classified as "Excess Consideration" and to be paid into the escrow; and
- D. Licensee agrees to deposit into escrow certain funds that the Parties have agreed to in the License Agreement constitute "Excess Consideration," and the Escrow Agent agrees to hold and distribute such funds in accordance with the terms of this Escrow Agreement.

In consideration of the promises and agreements of the Parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and the Escrow Agent agree as follows:

### ARTICLE 1 ESCROW DEPOSIT

Section 1.1. Receipt of Escrow Property. Licensee shall periodically deposit into escrow amounts that constitute "Excess Consideration" in immediately available funds (the "Initial Escrow Property"). "Escrow Property" shall be defined as the Initial Escrow Property, plus any investment income or interest earned on the Escrow Property, less any expenses paid to the Escrow Agent specifically in accordance with the terms provided for in this Escrow Agreement. The Escrow Agent shall provide to each Party a quarterly report reflecting the date on and amount of any deposits into or withdrawals from the escrow.

Section 1.2. Investments.

(a) The Escrow Agent is authorized and directed to deposit, transfer, hold and invest the Escrow Property and any investment income thereon as set forth in Exhibit A hereto, or as set forth in any subsequent written instruction signed by the Parties. Any investment earnings and income on the Escrow Property shall become part of the Escrow Property, and shall be disbursed in accordance with Section 1.3 or Section 1.5 of this Escrow Agreement.

(b) The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Escrow Agreement. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Escrow Agreement. The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Escrow Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account. The Parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations, or advice.

Section 1.3. Disbursements. The Escrow Property shall only be distributed by the Escrow Agent as follows and in no other manner:

No later than ten Business Days following receipt by the Escrow Agent of (i) a final, non-appealable order from the Federal Trade Commission, accompanied by the legal opinion from counsel for the Party presenting such order to the effect that such order or ruling is final and non-appealable (collectively, the "FTC Order"), directing payment of the Escrow Property to Rambus, Licensee or a combination thereof and (ii) a proof of service that the FTC Order has been sent to the other Party in accordance with the notice provisions set forth in this Escrow Agreement.

Section 1.4. Income Tax Allocation and Reporting.

(a) The Parties agree that, for tax reporting purposes, all interest and other income from investment of the Escrow Property shall, as of the end of each calendar year and to the extent required by the Internal Revenue Service, be reported as having been earned by the Escrow Account, whether or not such income was disbursed during a such calendar year. The Parties agree that the Escrow shall be treated as a complex trust and the Escrow Agent shall be authorized to file tax returns and pay taxes relating to the Escrow Account.

(b) The Escrow Agent shall be authorized to obtain a tax payer ID number for the Escrow Account. Prior to the deposit of funds into the escrow, the Parties shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 and such other forms and documents that the Escrow Agent may request. The Parties understand that if such tax reporting documentation is not provided and certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986, as amended,

and the Regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of the Escrow Property.

(c) To the extent that the Escrow Agent becomes liable for the payment of any taxes in respect of income derived from the investment of the Escrow Property, the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Property. The Escrow Agent may reserve for tax payments that it reasonably expects to become due and payable. The Parties, jointly and severally, shall indemnify, defend and hold the Escrow Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against the Escrow Agent on or with respect to the Escrow Property and the investment thereof unless such tax, late payment, interest, penalty or other expense was directly caused by the gross negligence or willful misconduct of the Escrow Agent. The indemnification provided by this Section 1.4(c) is in addition to the indemnification provided in Section 3.1 and shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

(d) The Escrow Agent shall be authorized to retain a tax professional to prepare any tax forms or other filings for the Escrow Account and to advise the Escrow Agent on any and all tax matters relating to the Escrow Account. The Escrow Agent is authorized to pay the fees and expenses of a tax professional from the Escrow Account.

Section 1.5. Termination. Upon the disbursement of all of the Escrow Property, including any interest and investment earnings thereon, this Escrow Agreement shall terminate and be of no further force and effect except that the provisions of Sections 1.4(c), 3.1 and 3.2 hereof shall survive termination.

## ARTICLE 2 DUTIES OF THE ESCROW AGENT

Section 2.1. Scope of Responsibility. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties specifically set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Escrow Agreement. The Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with this Escrow Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Escrow Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Escrow Agreement to any other agreement, instrument, or document are for the convenience of the Parties, and the Escrow Agent has no duties or obligations with respect thereto. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement or any other agreement.

Section 2.2. Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent in accordance with the

advice of counsel or other professionals retained or consulted by the Escrow Agent. The Escrow Agent shall be reimbursed as set forth in Section 3.1 for any and all compensation (fees, expenses and other costs) paid and/or reimbursed to such counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees.

Section 2.3. Reliance. The Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the direction or consent of the Parties or their respective agents, representatives, successors, or assigns. The Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority. Concurrent with the execution of this Escrow Agreement, the Parties shall deliver to the Escrow Agent authorized signers' forms in the form of Exhibit B-1 and Exhibit B-2 to this Escrow Agreement.

Section 2.4. Right Not Duty Undertaken. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties.

Section 2.5. No Financial Obligation. No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement.

### ARTICLE 3 PROVISIONS CONCERNING THE ESCROW AGENT

Section 3.1. Indemnification. The Parties, jointly and severally, shall indemnify, defend and hold harmless the Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, attorneys' fees and expenses or other professional fees and expenses which the Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against the Escrow Agent, arising out of or relating in any way to this Escrow Agreement or any transaction to which this Escrow Agreement relates, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been directly caused by the willful misconduct or gross negligence of the Escrow Agent. Any and all amounts pursuant to this Section 3.1 shall be expenses of the Escrow and paid from the Escrow Property while such Escrow Property are available to satisfy such obligations. The provisions of this Section 3.1 shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

Section 3.2. Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE ESCROW AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT

LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

Section 3.3. Resignation or Removal. The Escrow Agent may resign by furnishing written notice of its resignation to the Parties, and the Parties may remove the Escrow Agent by furnishing to the Escrow Agent a joint written notice of its removal along with payment of all fees and expenses to which it is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Property and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint written notice filed with the Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following the delivery of such notice of resignation or removal, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties.

Section 3.4. Compensation. The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit C, which compensation shall be paid from the Escrow Property. The fee agreed upon for the services rendered hereunder is intended as full compensation for the Escrow Agent's services as contemplated by this Escrow Agreement; provided, however, that in the event that the conditions for the disbursement of funds under this Escrow Agreement are not fulfilled, or the Escrow Agent renders any service not contemplated in this Escrow Agreement, or there is any assignment of interest in the subject matter of this Escrow Agreement, or any material modification hereof, or if any material controversy arises hereunder, or the Escrow Agent is made a party to any litigation pertaining to this Escrow Agreement or the subject matter hereof, then the Escrow Agent shall be compensated for such extraordinary services and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event. Any and all amounts pursuant to this Section 3.4 shall be expenses of the Escrow and paid from the Escrow Property while such Escrow Property is available to satisfy such obligation. The Escrow Agent shall have, and is hereby granted, a prior lien upon the Escrow Property with respect to its unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights, superior to the interests of any other persons or entities and is hereby granted the right to set off and deduct any unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights from the Escrow Property. If litigation is brought by either Party against the other Party and the Escrow Agent incurs costs and expenses as a result of such litigation, then upon the conclusion of the litigation, the non-prevailing Party shall deposit into the Escrow, to become part of the Escrow Property, the costs and expenses of the Escrow Agent as set forth in an expense statement from the Escrow Agent with reasonable backup for such costs and expenses.

Section 3.5. Disagreements. If any conflict, disagreement or dispute arises between, among, or involving any of the parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or the Escrow Agent is in doubt as to the action to be taken hereunder, the Escrow Agent is authorized to retain

the Escrow Property until the Escrow Agent (i) receives a final non-appealable order of the Federal Trade Commission, in which event the Escrow Agent shall be authorized to disburse the Escrow Property in accordance with such final FTC Order, or (ii) files an interpleader action in any court of competent jurisdiction, and upon the filing thereof, the Escrow Agent shall be relieved of all liability as to the Escrow Property and shall be entitled to recover attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action. The Parties may request the Escrow Agent to commence and maintain an interpleader action. The Escrow Agent shall be entitled to act on any such FTC or court order without further question, inquiry, or consent.

Section 3.6. Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

Section 3.7. Attachment of Escrow Property; Compliance with Legal Orders. In the event that any Escrow Property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Escrow Property, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

#### ARTICLE 4 MISCELLANEOUS

Section 4.1. Successors and Assigns. This Escrow Agreement shall be binding on and inure to the benefit of the Parties and the Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement. No assignment of the interest of any of the Parties shall be binding unless and until written notice of such assignment shall be delivered to the other Party and the Escrow Agent and shall require the prior written consent of the other Party and the Escrow Agent (such consent not to be unreasonably withheld).

Section 4.2. Escheat. The Parties are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the Parties, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Property escheat by operation of law.

Section 4.3. Notices. All notices, requests, demands, and other communications required under this Escrow Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by facsimile transmission with written confirmation of receipt, (iii) by overnight delivery with a reputable national overnight delivery service, or (iv) by mail or by certified mail, return receipt requested, and postage prepaid. If any notice is mailed, it shall be deemed given five business days after the date such notice is deposited in the United States mail. Any notice given shall be deemed given upon the actual date of such delivery. If notice is given to a party, it shall be given at the address for such party set forth below. It shall be the responsibility of the Parties to notify the Escrow Agent and the other Party in writing of any name or address changes. In the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by the Escrow Agent.

If to Rambus:  
4440 El Camino Real  
Los Altos, CA 94022  
Attention:  
Telephone:  
Facsimile:

If to [Licensee]:

---

Attention:  
Telephone:  
Facsimile:

If to the Escrow Agent:  
Wells Fargo Bank, National Association  
707 Wilshire Blvd., 17<sup>th</sup> Floor  
Los Angeles, CA 90017  
Attention: Georgina Estrada, Corporate Trust and Escrow Services  
Telephone: 213-614-3347  
Facsimile:

Section 4.4. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 4.5. Entire Agreement. This Escrow Agreement sets forth the entire agreement and understanding of the parties related to the Escrow Property.

Section 4.6. Amendment. This Escrow Agreement may be amended, modified, superseded, rescinded, or canceled only by a written instrument executed by the Parties and the Escrow Agent.

Section 4.7. Waivers. The failure of any party to this Escrow Agreement at any time or times to require performance of any provision under this Escrow Agreement shall in no manner affect

the right at a later time to enforce the same performance. A waiver by any party to this Escrow Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Escrow Agreement.

Section 4.8. Headings. Section headings of this Escrow Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Escrow Agreement.

Section 4.9. Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

RAMBUS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Escrow Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

**Agency and Custody Account Direction**

**For Cash Balances**

**Wells Fargo Money Market Deposit Accounts**

Direction to use the following Wells Fargo Money Market Deposit Accounts for Cash Balances for the escrow account or accounts (the "Account") established under the Escrow Agreement to which this Exhibit A is attached.

You are hereby directed to deposit, as indicated below, or as I shall direct further in writing from time to time, all cash in the Account(s) in the following money market deposit account of Wells Fargo Bank, National Association (Bank):

**Wells Fargo Money Market Deposit Account (MMDA)**

I understand that amounts on deposit in the MMDA are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation (FDIC), in the basic FDIC insurance amount of \$100,000 per depositor, per insured bank. This includes principal and accrued interest up to a total of \$100,000. I understand that deposits in the MMDA are not secured.

I acknowledge that I have full power to direct investments of the Account(s).

I understand that I may change this direction at any time and that it shall continue in effect until revoked or modified by me by written notice to you.

\_\_\_\_\_

Authorized Representative

[PARTY 1]

\_\_\_\_\_

Date

\_\_\_\_\_

[Authorized Representative]

[PARTY 2]

\_\_\_\_\_

[Date]

EXHIBIT B-1

CERTIFICATE AS TO AUTHORIZED SIGNATURES

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of [PARTY 1] and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this Exhibit B-1 is attached, on behalf of [PARTY 1].

Name / Title

Specimen Signature

_____ Name	_____ Signature
_____ Title	
_____ Name	_____ Signature
_____ Title	
_____ Name	_____ Signature
_____ Title	
_____ Name	_____ Signature
_____ Title	

EXHIBIT B-2

CERTIFICATE AS TO AUTHORIZED SIGNATURES

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of [PARTY 2] and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this Exhibit B-2 is attached, on behalf of [PARTY 2].

Name / Title

Specimen Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

EXHIBIT C  
FEES OF ESCROW AGENT

Stuart Weiss  
Vice President/Business Development  
Tel: (213) 614-3356  
Fax: (213) 614-3355  
[stuart.weiss@wellsfargo.com](mailto:stuart.weiss@wellsfargo.com)

WELLS  
FARGO

**SCHEDULE OF FEES**  
**to act as ESCROW AGENT for the**  
**Rambus, Inc.**

**Acceptance Fee:**

**WAIVED**

Initial Fees as they relate to Wells Fargo Bank acting in the capacity of Escrow Agent – includes creation and examination of the Escrow Agreement; acceptance of the Escrow appointment; setting up of Escrow Account(s) and accounting records; and coordination of receipt of funds for deposit to the Escrow Account.

Acceptance Fee payable at time of Escrow Agreement execution.

**Escrow Agent Annual Fee:**

**\$2,000.00 per Account**

For ordinary administration services by Escrow Agent – includes daily routine account management; investment transactions; cash transaction processing (including wires and check processing); monitoring claim notices pursuant to the agreement; disbursement of the funds in accordance with the agreement; and mailing of trust account statements to all applicable parties.

Tax reporting is included for up to Five (5) entities. Should additional reporting be necessary, a \$25 per reporting charge will be assessed.

This fee is Payable in advance, with the first installment due at the time of Escrow Agreement execution. Fee will not be prorated in case of early termination.

***Wells Fargo's bid is based on the following assumptions:***

- Number of Escrow Accounts to be established: To be determined
- Number of Deposits to Escrow Account: Not more than Four (4) per year, per account
- Number of Withdrawals from Escrow Fund: Not more than Four (4) per year, per account
- Term of Escrow: Indefinite
- **THIS FEE SCHEDULE ASSUMES THAT BALANCES IN THE ESCROW ACCOUNT WILL BE INVESTED IN MONEY MARKET FUNDS "OR DEPOSITORY ACCOUNTS" THAT WELLS FARGO HAS A RELATIONSHIP WITH**
- **ALL FUNDS WILL BE RECEIVED FROM OR DISTRIBUTED TO A DOMESTIC OR AN APPROVED FOREIGN ENTITY**
- **IF THE ACCOUNT(S) DOES NOT OPEN WITHIN THREE (3) MONTHS OF THE DATE SHOWN BELOW, THIS PROPOSAL WILL BE DEEMED TO BE NULL AND VOID**

**Out-of-Pocket Expenses:**

**At Cost**

We only charge for out-of-pocket expenses in response to specific tasks assigned by the client. Therefore, we cannot anticipate what specific out-of-pocket items will be needed or what corresponding expenses will be incurred. Possible expenses would be, but are not limited to, express mail and messenger charges, travel expenses to attend closing or other meetings. There are no charges for indirect out-of-pocket expenses.

***This fee schedule is based upon the assumptions listed above which pertain to the responsibilities and risks involved in Wells Fargo undertaking the role of Escrow Agent. These assumptions are based on information provided to us as of the date of this fee schedule. Our fee schedule is subject to review and acceptance of the final documents. Should any of the assumptions, duties or responsibilities change, we reserve the right to affirm, modify or rescind our fee schedule.***

**Submitted on: March 28, 2007**



UNITED STATES OF AMERICA  
BEFORE THE FEDERAL TRADE COMMISSION

\_\_\_\_\_)  
In the Matter of )  
 )  
RAMBUS INC., ) Docket No. 9302  
a corporation, )  
\_\_\_\_\_)

**CERTIFICATION**

I, Michelle L. Fortier, hereby certify that the electronic copy of the *Respondent's Proposal Regarding Escrow Agent and Manner of Collection Pursuant to March 16, 2007 Order*, accompanying this certification is a true and correct copy of the paper version that is being filed with the Secretary of the Commission on April 11, 2007, by other means.

**Michelle L. Fortier**  
**April 11, 2007**