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o meet any public estimates or expectations of the Company s revenue, earnings or other financial performance or results of operations for any period, or any failure by the Company to meet any internal budgets, plans or forecasts of its revenues, earnings or other financial performance or results of operations (but not, in each case, the underlying cause of such changes or failures, unless such changes or failures would otherwise be excepted from this definition), and (x) any Claims or Actions made or brought by any of the current or former shareholders of the Company (on their own behalf or on behalf of the Company) against the Company arising out of the Merger or in connection with any other Transactions, which, in the case of each of clauses (i) through (v), do not disproportionately affect the Company and the Company Subsidiaries, taken as a whole, in any material respect relative to other companies of comparable size in the same industries and geographies in which the Company and the Company Subsidiaries operate, or (b) the ability of the Company to consummate the Merger.

Company Material Contracts has the meaning set forth in Section 2.17(a).

Company Outbound License Agreements means Contracts pursuant to which (a) Company Products are directly licensed or sold by the Company or any of the Company Subsidiaries to customers in the ordinary course of business or (b) processes are jointly developed with customers.

Company Owned Intellectual Property means any Intellectual Property that is owned by or purported to be owned by the Company or any of the Company Subsidiaries.

Company Owned Real Property has the meaning set forth in Section 2.13(b).

Company Plans has the meaning set forth in Section 2.10(a).

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Company Pre-Announcement Price means $35.31.

Company Preferred Stock has the meaning set forth in Section 2.3(a).

Company Products means all product offerings, including all Software, of the Company and each of the Company Subsidiaries (a) that have been sold, licensed, distributed or otherwise disposed of, as applicable, within the past 3 years, or (b) that the Company, or any of the Company Subsidiaries, is otherwise obligated to license, distribute, support or maintain (in each case, excluding, for the avoidance of doubt, (i) those Third Party products or Open Source Materials embedded in or otherwise part of the product offering and (ii) any of the Company s support, consulting and/or training services).

Company PSU means any performance-based Company RSU.

Company Real Property Leases has the meaning set forth in Section 2.13(c).

Company Registered Intellectual Property means all Company Owned Intellectual Property that is Registered Intellectual Property.

Company Required Approvals has the meaning set forth in Section 2.5(b).

Company Restricted Stock means Company Shares that are unvested or are subject to repurchase option, risk of forfeiture or other condition on title or ownership under any applicable restricted share purchase agreement or other Contract with the Company.

Company Restricted Stock Award means any Company Restricted Stock granted under a Company Plan.

Company RSU means any restricted stock unit granted under a Company Stock Plan or Company Plan.

Company SEC Reports has the meaning set forth in Section 2.7(a).

Company Securities has the meaning set forth in Section 2.3(c).

Company Shareholders Meeting has the meaning set forth in Section 5.1(d).

Company Shares has the meaning set forth in the recitals.

Company Specified Representations has the meaning set forth in Section 6.2(a).

Company Stock Options means any option to purchase Company Shares granted under any Company Stock Plan.

Company Stock Plans means any equity incentive plans of the Company, as amended, pursuant to which the Company granted any Company Stock Options or Company Equity Rights.

Company Subsidiary has the meaning set forth in Section 2.1(b).

Company Superior Proposal means a bona fide written proposal from any person to acquire, directly or indirectly, including pursuant to a tender offer, exchange offer, merger consolidation, business combination, recapitalization, liquidation, dissolution or similar transaction, for consideration consisting of cash and/or securities, all of the combined voting power of the Company then outstanding or all or substantially all of the assets of the Company (i) that the Company Board determines in its good faith judgment (after consulting with and receipt of written advice from a nationally recognized investment banking firm), taking into account all legal, financial and regulatory and other aspects of the proposal and the person making the proposal (including any break-up fees, expense reimbursement provisions and conditions to consummation), would be more favorable to

the shareholders of the Company than the Merger (including any adjustment to the terms and conditions proposed in a written, binding and irrevocable offer by Parent in response to such Company Acquisition Proposal to the extent permitted pursuant to Section 5.3(b)(iv)) and is reasonably likely to receive all required material governmental approvals on a timely basis and otherwise reasonably capable of being consummated on the terms proposed, and (ii) for which financing, to the extent required, is than committed.

Confidentiality Agreement has the meaning set forth in Section 5.2(b).

Continuing Employees means all employees of the Company who are employed by the Company or any Company Subsidiary immediately prior to the Effective Time.

Contract means any written contract, agreement, indenture, deed of trust, license, note, bond, loan instrument, mortgage, lease, purchase or sales order, guarantee and any similar written and legally binding undertaking, commitment, pledge or understanding or arrangement.

control (including the terms **controlled by** and **under common control with**) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

Copyrights means any and all U.S. and foreign copyrights, mask works and all other rights with respect to Works of Authorship and all registrations thereof and applications therefor (including moral and economic rights, however denominated).

D&O Insurance has the meaning set forth in Section 5.6(c).

Demand Notice has the meaning set forth in the definition of Dissenting Share.

Designated Company Superior Proposal has the meaning set forth in Section 5.3(b)(iv)(A).

Designated Parent Superior Proposal has the meaning set forth in Section 5.4(b)(iv)(A).

DGCL means the General Corporation Law of the State of Delaware.

Disclosing Party has the meaning set forth in Section 5.2(a).

Dispute has the meaning set forth in Section 2.14(h).

Dissenting Share means any Company Share that is issued and outstanding immediately prior to the Effective Time and held by a holder who is entitled to demand and who has made written demand upon the Company for the purchase of such Company Share and payment in cash of the fair market value thereof in the manner prescribed by Chapter 13 of the CCC (the Demand Notice).

Dissenting Threshold has the meaning set forth in Section 1.8(a).

Domain Names means all Internet domain name registrations.

DTC has the meaning set forth in Section 1.9(b)(ii).

Effective Time has the meaning set forth in Section 1.2.

Employment Practices has the meaning set forth in Section 2.11(c).

Environmental Laws means any Law, including common law, relating to (i) releases or threatened releases of Hazardous Substances, (ii) the manufacture, handling, transport, use, treatment, storage or disposal of Hazardous Substances, (iii) pollution or protection of the indoor or outdoor environment, occupational health as it relates to exposures to Hazardous Substances or natural resources, or (iv) the European Union s Directives on the Restriction of Hazardous Substances (RoHS) and the Waste Electrical and Electronic Equipment (WEEE).

Environmental Permits has the meaning set forth in Section 2.16.

ERISA has the meaning set forth in Section 2.10(a).

Exchange Act means the Securities Exchange Act of 1934, as amended.

Exchange Agent has the meaning set forth in Section 1.9(a).

Exchange Fund has the meaning set forth in Section 1.9(a).

Exchange Ratio has the meaning set forth in Section 1.6(a).

GAAP has the meaning set forth in Section 2.7(b).

Governmental Authority means any (i) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature, (ii) federal, state, local, municipal, foreign or other government, (iii) governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, unit, body or entity and any court or other tribunal), or (iv) organization, entity or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, arbitral, regulatory, police, military or taxing authority or power of any nature (including persons acting as arbitrators, alternative dispute resolution organizations and stock exchanges).

Hazardous Substances means (i) those substances, materials, contaminants or wastes defined in or regulated as hazardous , toxic , or radioactive , under the following U.S. federal statutes and their state counterparts, as amended to date, and all regulations thereunder: the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act, the Safe Drinking Water Act, the Atomic Energy Act, the Federal Insecticide, Fungicide and Rodenticide Act, and the Clean Air Act, (ii) petroleum and petroleum products, including crude oil and any fractions thereof, (iii) natural gas, synthetic gas and any mixtures thereof, (iv) polychlorinated biphenyls, friable asbestos and radon, and (v) any biological or chemical substance, material or waste regulated or classified as hazardous , toxic , or radioactive by any Governmental Authority pursuant to any Environmental Law.

HSR Act has the meaning set forth in Section 2.5(b).

Indemnification Agreements has the meaning set forth in Section 5.6(b).

Indemnified Person has the meaning set forth in Section 5.6(a).

Indenture has the meaning set forth in Section 5.16(a).

Initial Matching Period has the meaning set forth in Section 5.3(b)(iv)(A).

Intellectual Property means the rights associated with or arising out of any of the following: (a) Patents; (b) Trade Secrets; (c) Copyrights, (d) Trademarks, (e) Domain Names and (f) any similar, corresponding or equivalent intellectual property rights to any of the foregoing anywhere in the world.

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IRS means the Internal Revenue Service.

Joint Proxy Statement has the meaning set forth in Section 5.1(a).

knowledge of Parent means the actual knowledge of each executive officer of Parent set forth in Schedule 1.2.

knowledge of the Company means the actual knowledge of each executive officer of the Company set forth in Schedule 1.1.

Law has the meaning set forth in Section 2.5(a).

Lien means any lien, mortgage, pledge, conditional or installment sale agreement, encumbrance, charge, option, right of first refusal, easement, security interest, deed of trust, right-of-way, community property interest or other Claim or restriction of any nature, whether voluntarily incurred or arising by operation of Law (including any restriction on the voting of any security, any restriction on the transfer of any security or other asset, and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset).

Merger has the meaning set forth in the recitals.

Merger Consideration has the meaning set forth in Section 1.6(a).

Merger Notification Filings has the meaning set forth in Section 5.10(a).

Merger Sub has the meaning set forth in the preamble.

Multiemployer Plan has the meaning set forth in Section 2.10(b).

Multiple Employer Plan has the meaning set forth in Section 2.10(b).

NASDAQ has the meaning set forth in Section 2.18.

Notice of Designated Company Superior Proposal has the meaning set forth in Section 5.3(b)(iv)(A).

Notice of Designated Parent Superior Proposal has the meaning set forth in Section 5.4(b)(iv)(A).

Open Source Materials refers to any Software or other material that is distributed as free software , open source software or pursuant to any license identified as an open source license by the Open Source Initiative (www.opensource.org) (including but not limited to the GNU General Public License (GPL), LGPL, Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), the Sun Industry Standards License (SISL), and the Apache License).

Order has the meaning set forth in Section 2.5(a).

Outside Date has the meaning set forth in Section 7.1(b)(i).

Parent has the meaning set forth in the preamble.

Parent 401(k) Plan has the meaning set forth in Section 5.5(a).

Parent Acquisition Proposal means any proposal, offer or indication of interest (whether or not in writing) relating to (i) any acquisition or purchase by any Third Party of (A) assets (including equity securities of any Parent Subsidiary) or businesses that constitute or generate ten percent (10%) or more of the revenues, net income or assets of Parent and the Parent Subsidiaries on a consolidated basis or (B) beneficial ownership of ten percent (10%) or more of any class of equity securities of Parent, (ii) any purchase or sale of, or tender offer or

exchange offer for, equity securities of Parent by any Third Party that, if consummated, would result in any person beneficially owning ten percent (10%) or more of any class of equity securities of Parent, or (iii) any merger, consolidation, business combination, recapitalization, liquidation, dissolution, share exchange or similar transaction involving Parent immediately following the consummation of which the stockholders of Parent immediately prior to the consummation of such transaction would beneficially own in the aggregate less than ninety percent (90%) of the Parent Shares or the total voting power of the surviving or resulting entity of such transaction (or parent entity of such surviving or resulting entity), other than the Transactions. A Parent Acquisition Proposal includes a Parent Superior Proposal.

Parent Amendment Notice has the meaning set forth in Section 5.4(b)(iv)(A).

Parent Board has the meaning set forth in the recitals.

Parent Board Recommendation has the meaning set forth in Section 3.4(b).

Parent Change in Recommendation has the meaning set forth in Section 5.4(b)(i).

Parent Construction Work has the meaning set forth in Section 3.13(d).

Parent Convertible Notes means Parent s 0.5% Convertible Senior Notes due May 2016 and 1.25% Convertible Senior Notes due May 2018.

Parent Disclosure Schedule has the meaning set forth in Article 3 (*Representations and Warranties of the Company*).

Parent Equity Right means any Parent RSU or Parent Restricted Stock.

Parent ERISA Affiliate means any trade or business (whether or not incorporated) under common control with Parent or any Parent Subsidiary and that, together with Parent or any Parent Subsidiary, is treated as a single employer within the meaning of Section 414 of the Code or Section 4001 of ERISA.

Parent Fee has the meaning set forth in Section 7.3(b).

Parent Financial Advisor has the meaning set forth in Section 3.24.

Parent Foreign Plan has the meaning set forth in Section 3.10(h).

Parent Intervening Event has the meaning set forth in Section 5.4(b)(ii)(A).

Parent Material Adverse Effect means any event, condition, circumstance, development, state of facts, change or effect that, individually or in the aggregate, is, or would reasonably be expected to be, materially adverse to (a) the business, assets, properties, condition (financial or otherwise) or results of operations of Parent and the Parent Subsidiaries, taken as a whole; provided, that none of the following will be deemed, either alone or in combination, to be or constitute a Parent Material Adverse Effect or be taken into account when determining whether a Parent Material Adverse Effect has occurred or may, would or could occur: (i) conditions (or changes after the date hereof in such conditions) in the industry in which Parent and the Parent Subsidiaries operate, (ii) general economic conditions (or changes after the date hereof in such conditions) within the U.S. or any other country, (iii) conditions (or changes after the date hereof in such conditions) in the securities markets, credit markets, currency markets or other financial markets in the United States or any other country, (iv) political conditions (or changes after the date hereof in such conditions) in the United States or any other country or acts of war, sabotage or terrorism (including any escalation or general worsening of any such acts of war, sabotage or terrorism) in the United States or any other country, (v) earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires or other natural disasters, weather conditions and other force majeure events in the United States or any other country, (vi) the announcement of this Agreement or the

pendency or consummation of the transactions contemplated hereby, including, in each case, only to the extent related to the announcement of this Agreement or the pendency or consummation of the transactions contemplated hereby, (A) the identity of the Company, (B) the termination or potential termination of (or the failure or potential failure to renew or enter into) any Contracts with customers, suppliers, distributors, resellers, licensors or other business partners, (C) any other negative development (or potential negative development) in Parent s or any Parent Subsidiary s relationships with any of its customers, suppliers, distributors, resellers, licensors or other business partners, and (D) any decline or other degradation in Parent s or any Parent Subsidiary s customer bookings, (vii) any actions taken or failure to take action, in each case, to which the Company has approved, consented to or requested, (viii) changes in Law or other legal or regulatory conditions (or the interpretation thereof) or changes in GAAP or other accounting standards (or the interpretation thereof), (ix) changes in Parent s stock price or the trading volume of Parent s stock, or any failure by Parent to meet any public estimates or expectations of Parent s revenue, earnings or other financial performance or results of operations for any period, or any failure by Parent to meet any internal budgets, plans or forecasts of its revenues, earnings or other financial performance or results of operations (but not, in each case, the underlying cause of such changes or failures, unless such changes or failures would otherwise be excepted from this definition), and (x) any Claims or Actions made or brought by any of the current or former stockholders of Parent (on their own behalf or on behalf of Parent) against Parent arising out of the Merger or in connection with any other Transactions, which, in the case of each of clauses (i) through (v), do not disproportionately affect Parent and the Parent Subsidiaries, taken as a whole, in any material respect relative to other companies of comparable size in the same industries and geographies in which Parent and the Parent Subsidiaries operate, or (b) the ability of Parent to consummate the Merger.

Parent Material Contracts has the meaning set forth in Section 3.17(a).

Parent Outbound License Agreements means Contracts pursuant to which (a) Parent Products are directly licensed or sold by Parent or any of the Parent Subsidiaries to customers in the ordinary course of business or (b) processes are jointly developed with customers.

Parent Owned Intellectual Property means any Intellectual Property that is owned by or purported to be owned by Parent or any of the Parent Subsidiaries.

Parent Owned Real Property has the meaning set forth in Section 3.13(b).

Parent Plans has the meaning set forth in Section 3.10(a).

Parent Preferred Stock has the meaning set forth in Section 3.3(a).

Parent Products means all product offerings, including all Software, of Parent and each of the Parent Subsidiaries (a) that have been sold, licensed, distributed or otherwise disposed of, as applicable, within the past 3 years, or (b) that Parent, or any of the Parent Subsidiaries, is otherwise obligated to license, distribute, support or maintain (in each case, excluding, for the avoidance of doubt, (i) those Third Party products or Open Source Materials embedded in or otherwise part of the product offering and (ii) any of Parent s support, consulting and/or training services).

Parent PSU means any performance-based Parent RSU.

Parent Real Property Leases has the meaning set forth in Section 3.13(c).

Parent Registered Intellectual Property means all Parent Owned Intellectual Property that is Registered Intellectual Property.

Parent Restricted Stock means Parent Shares that are unvested or are subject to repurchase option, risk of forfeiture or other condition on title or ownership under any applicable restricted share purchase agreement or other Contract with Parent.

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Parent RSU means any restricted stock unit granted under a Parent Stock Option Plan or Parent Plan.

Parent SEC Reports has the meaning set forth in Section 3.7(a).

Parent Securities has the meaning set forth in Section 3.3(c).

Parent Shares has the meaning set forth in the recitals.

Parent Specified Representations has the meaning set forth in Section 6.3(a).

Parent Stock Options means any option to purchase Parent Shares granted under any Parent Stock Plan.

Parent Stock Plans means any equity incentive plans of Parent, as amended, pursuant to which Parent granted any Parent Stock Options or Parent Equity Rights.

Parent Stock Price means the arithmetic average of the last reported per share sales prices of Parent Shares on NASDAQ, as reported in the New York City edition of The Wall Street Journal or, if not reported therein, another authoritative source agreed between Parent and the Company, for each of the five (5) full consecutive trading days ending on the trading day immediately prior to the Closing Date.

Parent Stockholders Meeting has the meaning set forth in Section 5.1(e).

Parent Subsidiary has the meaning set forth in Section 3.1(b).

Parent Superior Proposal means a bona fide written proposal from any person to acquire, directly or indirectly, including pursuant to a tender offer, exchange offer, merger consolidation, business combination, recapitalization, liquidation, dissolution or similar transaction, for consideration consisting of cash and/or securities, all of the combined voting power of Parent then outstanding or all or substantially all of the assets of Parent (i) that the Parent Board determines in its good faith judgment (after consulting with and receipt of written advice from a nationally recognized investment banking firm), taking into account all legal, financial and regulatory and other aspects of the proposal and the person making the proposal (including any break-up fees, expense reimbursement provisions and conditions to consummation), would be more favorable to the stockholders of Parent than the Merger (including any adjustment to the terms and conditions proposed in a written, binding and irrevocable offer by the Company in response to such Parent Acquisition Proposal to the extent permitted pursuant to Section 5.4(b)(iv)) and is reasonably likely to receive all required material governmental approvals on a timely basis and otherwise reasonably capable of being consummated on the terms proposed, and (ii) for which financing, to the extent required, is than committed.

Parent Warrants has the meaning set forth in Section 3.3(b)(viii).

Patents means domestic and foreign patents and patent applications, together with all reissuances, divisionals, continuations, continuations-in-part, revisions, renewals, extensions, and reexaminations thereof.

Permits has the meaning set forth in Section 2.6.

Permitted Liens means any of the following: (i) Liens for Taxes, assessments and governmental charges or levies either not yet delinquent or the amount and validity of which are being contested in good faith by appropriate proceedings and for which appropriate reserves have been established on the 2011 Company Balance Sheet or 2011 Parent Balance Sheet, as applicable, in accordance with GAAP, as adjusted for the passage of time in the ordinary course of business; (ii) mechanics , carriers , workmen s, warehouseman s, repairmen s, materialmen s or other similar Liens; (iii) Liens imposed by applicable Law (other than Tax Law) arising in the ordinary course of business; (iv) pledges or deposits to secure obligations under workers compensation Laws or similar legislation or to secure public or statutory obligations; and (v) pledges and deposits to secure the

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performance of bids, trade contracts (other than for borrowed money), leases, surety and appeal bonds, performance bonds and other obligations of a similar nature, in each case in the ordinary course of business.

person means an individual, corporation, partnership, limited partnership, limited liability company, syndicate, person (including a person as defined in Section 13(d)(3) of the Exchange Act), trust, association or entity or government, political subdivision, agency or instrumentality of a government.

Receiving Party has the meaning set forth in Section 5.2(a).

Registered Intellectual Property means any Intellectual Property that is the subject of an application, certificate, filing or registration issued, filed with, or recorded by any Governmental Authority, including any of the following: (a) issued Patents and Patent applications; (b) Trademark registrations, renewals and applications; (c) Copyright registrations and applications; and (d) Domain Name registrations.

Registration Statement means the registration statement on Form S-4, or other applicable Form, including any pre-effective or post-effective amendments or supplements thereto, filed with the SEC by Parent under the Securities Act with respect to Parent Shares to be issued in connection with the Transactions.

Representative means the directors, officers, employees, authorized agents (including financial and legal advisors) and other authorized representatives of a person.

Required Company Vote means the affirmative vote of the holders of a majority of the outstanding Company Shares in favor of the approval of the Merger and this Agreement and the principal terms thereof.

Required Parent Vote means the affirmative vote of the holders of a majority of the outstanding Parent Shares present in favor of the issuance of Parent Shares in the Merger as contemplated by this Agreement.

Restraints has the meaning set forth in Section 6.1(c).

S-8 Registration Statement has the meaning set forth in Section 1.7(c).

SEC means the Securities and Exchange Commission, or any successor thereto.

Securities Act has the meaning set forth in Section 2.7(a).

Senior Convertible Notes has the meaning set forth in Section 5.16(a).

Software means computer software, computer programs and databases in any form, together with all related documentation.

Source Code means, collectively, any human-readable Software source code, or any material portion or aspect of the Software source code, or any material proprietary information or algorithm contained, embedded or implemented in, in any manner, any Software source code, in each case in any Product.

SOX has the meaning set forth in Section 2.7(a).

Subsequent Matching Period has the meaning set forth in Section 5.3(b)(iv)(B).

subsidiary or **subsidiaries** of any person means (i) a corporation more than fifty percent (50%) of the combined voting power of the outstanding voting stock of which is owned, directly or indirectly, by such person or by one of more other subsidiaries of such person or by such person and one or more other subsidiaries thereof, (ii) a partnership of which such person, or one or more other subsidiaries of such person or such person and one or more other subsidiaries thereof, directly or indirectly, is the general partner and has the power to direct the policies, management and affairs of such partnership, (iii) a limited liability company of which such person or

one or more other subsidiaries of such person or such person and one or more other subsidiaries thereof, directly or indirectly, is the managing member and has the power to direct the policies, management and affairs of such company or (iv) any other person (other than a corporation, partnership or limited liability company) in which such person, or one or more other subsidiaries of such person or such person and one or more other subsidiaries thereof, directly or indirectly, has at least a majority ownership and power to direct the policies, management and affairs thereof.

Surviving Corporation has the meaning set forth in the recitals.

Tax or **Taxes** means all U.S. federal, state, local and non-U.S. income, gross receipts, value-added, sales, use, ad valorem, customs duties, capital stock, environmental (including taxes under Section 59A of the Code), transfer, franchise, profits, license, lease, service, service use, withholding, payroll, employment, excise, registration, severance, stamp, occupation, premium, real property, personal property, windfall profits, customs, duties, alternative or add-on minimum, estimated or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, penalties or additions to tax with respect thereto imposed by any Governmental Authority.

Tax Returns means all returns, reports, elections, declarations, disclosures, schedules, estimates and information returns, including any schedule or attachment thereto, required to be supplied to a Governmental Authority (or any agent thereof) relating to Taxes.

Third Party means any person other than the Company, Parent and each of their respective affiliates (including Merger Sub) and the respective Representatives of the Company, Parent and each of their respective affiliates.

Trade Secrets means trade secret rights and corresponding rights in confidential information and other non-public information (whether or not patentable).

Trademarks means all trademarks, service marks, logos, trade dress and trade names and domain names indicating the source of goods or services, and other indicia of commercial source or origin (whether registered, common law, statutory or otherwise), all registrations and applications to register the foregoing anywhere in the world and all goodwill associated therewith.

Transactions has the meaning set forth in the recitals.

Treasury Regulations means the regulations in force as final or temporary that have been issued by the U.S. Department of Treasury pursuant to its authority under the Code and any successor regulations.

Trustee has the meaning set forth in Section 5.16(a).

U.S. means United States of America.

US Parent Plans has the meaning set forth in Section 3.10(a).

US Plans has the meaning set forth in Section 2.10(a).

Voting Agreement has the meaning set forth in the recitals.

WARN Act has the meaning set forth in Section 2.11(e).

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ANNEX B

VOTING AGREEMENT

THIS VOTING AGREEMENT (this Agreement) is made and entered into as of December 14, 2011 by and between Lam Research Corporation, a Delaware corporation (Parent), and the undersigned Shareholder (the Shareholder) of Novellus Systems, Inc., a California corporation (the Company).

WITNESSETH:

WHEREAS, Parent, BLMS Inc., a California corporation and wholly-owned subsidiary of Parent (Merger Sub), and the Company have entered into an Agreement and Plan of Merger of even date herewith (as it may be amended from time to time, the Merger Agreement), which provides for, among other things, the merger of Merger Sub with and into the Company (the Merger) with the Company continuing as the surviving corporation of the Merger and pursuant to which all outstanding shares of capital stock of the Company will be converted into the right to receive the consideration set forth in the Merger Agreement (the Merger Consideration).

WHEREAS, the Shareholder is the beneficial owner (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the Exchange Act)) of that number of shares of the outstanding capital stock of the Company, and is the holder of options to purchase such number of shares of capital stock of the Company and the holder of that number of restricted stock units and performance stock units of the Company, in each case, as set forth on the signature page of this Agreement.

WHEREAS, as a condition and inducement to the willingness of Parent and the Merger Sub to enter into the Merger Agreement, the Shareholder (in the Shareholder s capacity as such) has agreed to enter into this Agreement.

NOW, THEREFORE, intending to be legally bound, the parties hereto agree as follows:

1. Certain Definitions. All capitalized terms that are used but not defined herein shall have the respective meanings ascribed to them in the Merger Agreement. For all purposes of and under this Agreement, the following terms shall have the following respective meanings:

(a) Expiration Date shall mean the earliest to occur of (i) such date and time as the Merger Agreement shall have been validly terminated pursuant to Section 7 thereof, (ii) such date and time as the Merger shall become effective in accordance with the terms and provisions of the Merger Agreement, (iii) such date and time as the Merger Agreement shall have been validly amended to provide for a decrease in the Merger Consideration and (iv) such date and time as (x) the Company Board Recommendation or the Parent Board Recommendation shall have been withdrawn, modified, qualified or amended, in each case in accordance with the provisions of Section 5.3 or Section 5.4, as applicable, of the Merger Agreement, or (y) Parent or the Company, as the case may be, shall have recommended a Parent Acquisition Proposal or Company Acquisition Proposal, as applicable, with respect to such party, in each case in accordance with the provisions of Section 5.3 or Section 5.4, as applicable, of the Merger Agreement.

(b) Person shall mean any individual, corporation, limited liability company, general or limited partnership, trust, unincorporated association or other entity of any kind or nature, or any governmental authority.

(c) Shares shall mean (i) all equity securities of the Company (including all Company Shares and shares of Company Preferred Stock, all Company Stock Options, all Company RSUs, all Company PSUs and all other rights to acquire Company Shares) owned by the Shareholder as of the date hereof, and (ii) all additional equity securities of the Company (including all Company Shares and shares of Company Preferred Stock, all

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Company Stock Options, all Company RSUs, all Company PSUs and all other rights to acquire Company Shares) of which the Shareholder acquires ownership during the period from the date of this Agreement through the Expiration Date (including by way of stock dividend or distribution, split-up, recapitalization, combination, exchange of shares and the like).

(d) Transfer A Person shall be deemed to have effected a Transfer of a Share if such Person directly or indirectly (i) sells, pledges, encumbers, assigns, grants an option with respect to, transfers, tenders or disposes of such Share or any interest in such Share, or (ii) enters into an agreement or commitment providing for the sale of, pledge of, encumbrance of, assignment of, grant of an option with respect to, transfer, tender of or disposition of such Share or any interest therein.

2. Transfer of Shares.

(a) Transfer Restrictions. The Shareholder shall not Transfer (or cause or permit the Transfer of) any of the Shares, or enter into any agreement relating thereto, except (i) by selling already-owned Shares either to pay the exercise price upon the exercise of a Company Stock Option or to satisfy the Shareholder s tax withholding obligation upon the exercise of a Company Stock Option, in each case as permitted by any Company Stock Plan, (ii) transferring Shares to Affiliates, immediate family members, a trust established for the benefit of the Shareholder and/or for the benefit of one or more members of the Shareholder s immediate family or charitable organizations or upon the death of the Shareholder, *provided that*, as a condition to such Transfer, the recipient agrees to be bound by this Agreement and delivers a Proxy (as defined below) in the form attached hereto as Exhibit A, (iii) any Transfers pursuant to a Rule 10b5-1 plan of the Shareholder that is in existence on the date hereof or (iv) with Parent s prior written consent. Any Transfer, or purported Transfer, of Shares in breach or violation of this Agreement shall be void and of no force or effect.

(b) Transfer of Voting Rights. The Shareholder shall not deposit (or cause or permit the deposit of) any Shares in a voting trust or grant any proxy or enter into any voting agreement or similar agreement in contravention of the obligations of the Shareholder under this Agreement with respect to any of the Shares.

3. Agreement to Vote Shares.

(a) At every meeting of the shareholders of the Company, and at every adjournment or postponement thereof, and on every action or approval by written consent of the shareholders of Company, the Shareholder (in the Shareholder s capacity as such), to the extent not voted by the Person(s) appointed under the Proxy, shall, or shall cause the holder of record on any applicable record date to, vote all Shares that are then-owned by such Shareholder and entitled to vote or act by written consent:

(i) in favor of the adoption of the Merger Agreement, and in favor of each of the other actions contemplated by the Merger Agreement and any action required in furtherance thereof;

(ii) in favor of any adjournment of such meeting, if necessary, to permit further solicitation and vote of proxies if there are insufficient votes at the time of such meeting to approve the adoption of the Merger Agreement;

(iii) against approval of any proposal made in opposition to, in competition with, or would result in a breach of, the Merger Agreement or the Merger or any other transactions contemplated by the Merger Agreement; and

(iv) against any of the following actions (other than those actions that relate to the Merger and any other transactions contemplated by the Merger Agreement): (A) any merger, consolidation, business combination, sale of assets, reorganization or recapitalization of or involving the Company or any of the Company Subsidiaries, (B) any sale, lease or transfer of all or substantially all of the assets of the Company or

any of the Company Subsidiaries, (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of the Company Subsidiaries, (D) any material change in the capitalization of the Company or any of the Company Subsidiaries, or the corporate structure of the Company or any of the Company Subsidiaries, (E) any Company Acquisition Proposal, or (F) any other action that is intended, or would reasonably be expected to, materially impede, interfere with, delay, postpone, discourage or adversely affect the Merger or any other transactions contemplated by the Merger Agreement.

The Shareholder shall retain at all times the right to vote its Shares in its sole discretion and without any other limitation on those matters other than those set forth in clauses (i), (ii), (iii) and (iv) that are at any time or from time to time presented for consideration to the Company s shareholders generally.

(b) In the event that a meeting of the shareholders of the Company is held, the Shareholder shall, or shall cause the holder of record of the Shares on any applicable record date to, appear at such meeting or otherwise cause the Shares to be counted as present thereat for purposes of establishing a quorum.

(c) The Shareholder shall not enter into any agreement or understanding with any Person to vote or give instructions in any manner inconsistent with the terms of this Section 3.

4. Agreement Not to Exercise Appraisal Rights. The Shareholder shall not exercise, and hereby irrevocably and unconditionally waives, any statutory rights (including under Chapter 13 of the CCC) to demand appraisal of any Shares that may arise in connection with the Merger. Notwithstanding the foregoing, nothing in this Section 4 shall constitute, or be deemed to constitute, a waiver or release by the Shareholder of any claim or cause of action against Parent or the Merger Sub to the extent arising out of a breach of this Agreement or the Merger Agreement by Parent.

5. Directors and Officers. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall limit or restrict Shareholder from acting in his capacity as a director or officer of the Company or fulfilling the obligations of such office, including by voting, in his capacity as a director of the Company, in the Shareholder s sole discretion on any matter (it being understood that this Agreement shall apply to the Shareholder solely in the Shareholder s capacity as a Shareholder of the Company), including with respect to Section 5.3 of the Merger Agreement. In this regard, the Shareholder shall not be deemed to make any agreement or understanding in this Agreement in the Shareholder s capacity as a director or officer of the Company, including with respect to Section 5.3 of the Merger Agreement.

6. Irrevocable Proxy. Concurrently with the execution of this Agreement, the Shareholder shall deliver to Parent a proxy in the form attached hereto as Exhibit A (the Proxy), which shall be irrevocable to the fullest extent permissible by law, with respect to the Shares.

7. Representations and Warranties of the Shareholder. The Shareholder hereby represents and warrants to Parent as follows:

(a) Power; Binding Agreement. The Shareholder has full power and authority to execute and deliver this Agreement and the Proxy, to perform the Shareholder s obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Shareholder, and, assuming this Agreement constitutes a valid and binding obligation of Parent and the Merger Sub, constitutes a valid and binding obligation of the Shareholder, enforceable against the Shareholder in accordance with its terms, except that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting or relating to creditors rights generally and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or law).

(b) No Conflicts. None of the execution and delivery by the Shareholder of this Agreement, the performance by the Shareholder of his obligations hereunder or the consummation by the Shareholder of the transactions contemplated hereby will (i) result in a violation or breach of any agreement to which the

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Shareholder is a party or by which the Shareholder may be bound, including any voting agreement or voting trust, except for violations, breaches or defaults that would not in any material respect impair or adversely effect the ability of the Shareholder to perform its obligations under this Agreement, or (ii) violate any order, writ, injunction, decree, judgment, statute, rule, or regulation applicable to the Shareholder.

(c) Ownership of Shares. The Shareholder (i) is the sole beneficial owner of the Company Shares set forth on the signature page of this Agreement, all of which are free and clear of any liens, adverse claims, charges, security interests, pledges or options, proxies, voting trusts or agreements, understandings or agreements, or any other rights or encumbrances whatsoever (Encumbrances), (ii) is the sole holder of the Company Stock Options that are exercisable for the number of Company Shares set forth on the signature page of this Agreement, all of which Company Stock Options and Company Shares issuable upon the exercise of such Company Stock Options are, or in the case of Company Shares received upon exercise of an option after the date hereof will be, free and clear of any Encumbrances, (iii) is the sole holder of the Company RSUs and Company PSUs that are set forth on the signature page of this Agreement, all of which Company RSUs, Company PSUs and Company Shares issuable upon the settlement of such Company RSUs and Company PSUs are, or in the case of Company Shares received upon settlement of a Company RSU or Company PSU after the date hereof will be, free and clear of any Encumbrances, and (iv) except as set forth on the signature page to this Agreement, does not own, beneficially or otherwise, any securities of the Company other than the Company Shares, Company Stock Options, and the Company Shares issuable upon the exercise of such Company Stock Options, Company RSUs and Company PSUs, and the Company Shares issuable upon the settlement of such Company RSUs and Company PSUs, set forth on the signature page of this Agreement.

(d) Voting Power. The Shareholder has or will have sole voting power with respect to all of the Shares, with no limitations, qualifications or restrictions on such rights, subject to applicable federal securities laws and the terms of this Agreement.

(e) No Finder s Fees. No broker, investment banker, financial advisor, finder, agent or other Person is entitled to any broker s, finder s, financial adviser s or other similar fee or commission in connection with this Agreement based upon arrangements made by or on behalf of the Shareholder in his or her capacity as such.

(f) Reliance by Parent. The Shareholder understands and acknowledges that Parent is entering into the Merger Agreement in reliance upon the Shareholder s execution and delivery of this Agreement.

8. Certain Restrictions. The Shareholder shall not, directly or indirectly, take any voluntary action that would make any representation or warranty of the Shareholder contained herein untrue or incorrect in any material respect.

9. Disclosure. The Shareholder shall permit Parent to publish and disclose in all documents and schedules filed with the SEC, and any press release or other disclosure document that Parent reasonably determines to be necessary or desirable in connection with the Merger and any transactions related to the Merger, the Shareholder s identity and ownership of Shares and the nature of the Shareholder s commitments, arrangements and understandings under this Agreement.

10. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to any Shares. Except as provided in this Agreement, all rights, ownership and economic benefits relating to the Shares shall remain vested in and belong to the Shareholder.

11. Further Assurances. Subject to the terms and conditions of this Agreement, upon request of Parent, the Shareholder shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to fulfill such Shareholder s obligations under this Agreement.

12. Stop Transfer Instructions. At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Date, in furtherance of this Agreement, the Shareholder hereby authorizes the Company or its counsel to notify the Company s transfer agent that there is a stop transfer order with respect to all of the Shares of the Shareholder (and that this Agreement places limits on the voting and transfer of such Shares).

13. Termination. This Agreement and the Proxy, and all rights and obligations of the parties hereunder and thereunder, shall terminate and shall have no further force or effect as of the Expiration Date. Notwithstanding the foregoing, nothing set forth in this Section 13 or elsewhere in this Agreement shall relieve either party hereto from liability, or otherwise limit the liability of either party hereto, for any intentional breach of this Agreement prior to such termination. This Section 13 and Sections 1, 5, and 14 (as applicable) shall survive any termination of this Agreement.

14. Miscellaneous.

(a) Validity. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible, in a mutually acceptable manner, in order that the actions set forth herein be consummated as originally contemplated to the fullest extent possible.

(b) Binding Effect and Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations of the parties hereto may be assigned by either of the parties (whether by operation of law or otherwise) without prior written consent of the other.

(c) Amendments; Waiver. This Agreement may not be amended, except by an instrument in writing signed by each of the parties hereto. Any party hereto may (a) extend the time for the performance of any obligation or other act of any other party hereto, (b) waive any inaccuracy in the representations and warranties of any other party contained herein or in any document delivered pursuant hereto, and (c) waive compliance with any agreement of any other party or any condition to its own obligations contained herein. Any such extension or waiver will be valid if set forth in an instrument in writing signed by the party or parties to be bound thereby.

(d) Specific Performance; Injunctive Relief. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement were not performed in accordance with the terms hereof or were otherwise breached. It is accordingly agreed by the parties hereto that the parties are entitled to immediate injunction or injunctions, without the necessity of proving the inadequacy of damages as a remedy and without the necessity of posting any bond or other security, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any U.S. federal court or any state court having jurisdiction, in addition to any other remedy to which the parties may be entitled at law or in equity.

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(e) Notices. All notices, requests, claims, demands and other communications hereunder will be in writing and will be given and be deemed to have been duly given if delivered personally (notice deemed given upon receipt), by facsimile (notice deemed given upon confirmation of receipt), sent by a nationally recognized overnight courier service such as Federal Express (notice deemed given upon receipt of proof of delivery) or mailed by registered or certified mail, return receipt requested (notice deemed given upon receipt) to the respective parties at the following addresses (or at such other address for a party as will be specified in a notice given in accordance with this Section 14(e)):

If to Parent:

Lam Research Corporation

4650 Cushing Parkway

Fremont, California 94538

Facsimile: +1 510 572 2876

Attention: Sarah A. O Dowd, Chief Legal Officer

E-mail: Sarah.O Dowd@lamresearch.com

with a copy to:

Jones Day

1755 Embarcadero Road

Palo Alto, California 94303

Facsimile: +1 650 739 3900

Attention: Daniel R. Mitz

Christopher J. Hewitt

Timothy G. Hoxie

E-mail: drmitz@jonesday.com

cjhewitt@jonesday.com

tghoxie@jonesday.com

If to the Shareholder:

Richard Hill

c/o Novellus Systems, Inc.

4000 North First Street

San Jose, California 95134

Facsimile: (408) 432-5224

Attention: Richard Hill

Email: Richard.hill@novellus.com

with copies to:

Morrison & Foerster LLP

425 Market Street

San Francisco, California 94105

Facsimile: +1 415 268 7522

Attention: Robert S. Townsend

Brandon C. Parris

E-mail: RTownsend@mofo.com

BParris@mofo.com

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and to:

Manatt, Phelps & Phillips, LLP

1841 Page Mill Road, Suite 200

Palo Alto, California 94304

Facsimile: +1 650 213 0260

Attention: David W. Herbst

E-mail: dherbst@manatt.com

(f) No Waiver. The failure of either party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect of this Agreement at law or in equity, or to insist upon compliance by any other party with its obligation under this Agreement, and any custom or practice of the parties at variance with the terms of this Agreement, shall not constitute a waiver by such party of such party s right to exercise any such or other right, power or remedy or to demand such compliance.

(g) No Third Party Beneficiaries. This Agreement will be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to, or will confer upon, any other person any right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

(h) Governing Law; Submission to Jurisdiction. The formation, construction, and performance of this Agreement, including the rights and duties of the parties hereunder, shall be construed, interpreted, governed, applied and enforced in accordance with the laws of the State of Delaware applicable to agreements entered into and performed entirely therein by residents thereof, without regard to any provisions relating to choice of laws among different jurisdictions. All actions and proceedings arising out of or relating to this Agreement will be heard and determined in the Delaware Court of Chancery. The parties hereto hereby (a) submit to the exclusive jurisdiction of the Delaware Court of Chancery for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto, and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the Transactions may not be enforced in or by any of the above-named courts.

(i) Rules of Construction. The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any Law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

(j) Entire Agreement. This Agreement and the Proxy constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

(k) Interpretation.

(i) Whenever the words include, includes or including are used in this Agreement they shall be deemed to be followed by the words without limitation.

(ii) The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect or be deemed to affect the meaning or interpretation of this Agreement.

(l) Expenses. All fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees, costs and expenses.

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(m) Counterparts. This Agreement may be executed and delivered (including by facsimile or other form of electronic transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in PDF form, or by any other electronic means designed to preserve the original graphic and pictorial appearance of a document, will be deemed to have the same effect as physical delivery of the paper document bearing the original signatures.

(n) No Obligation to Exercise Options or Warrants. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall obligate the Shareholder to exercise any Company Stock Option, warrant or other right to acquire any Company Shares.

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IN WITNESS WHEREOF, the undersigned have executed and caused to be effective this Agreement as of the date first above written.

LAM RESEARCH CORPORATION	SHAREHOLDER
By: /s/ Stephen G. Newberry	By: /s/ Richard Hill
Name: Stephen G. Newberry	Name: Richard Hill
Title: Chief Executive Officer	

Shares beneficially owned as of

December 13, 2011:

157,692 Company Shares

1,223,910 Company Shares issuable upon exercise of outstanding options

75,765 Company Shares issuable upon settlement of restricted stock units

141,978 Company Shares issuable upon settlement of performance stock units

****** VOTING AGREEMENT ******

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EXHIBIT A

IRREVOCABLE PROXY

The undersigned Shareholder (the Shareholder) of Novellus Systems, Inc., a California corporation (the Company), hereby irrevocably (to the fullest extent permitted by law) appoints Lam Research Corporation, a Delaware corporation (Parent), acting through any of its Chief Executive Officer, Chief Financial Officer or General Counsel, as the sole and exclusive attorneys and proxies of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting and related rights (to the full extent that the undersigned is entitled to do so) with respect to all of the shares of capital stock of the Company that now are or hereafter may be beneficially owned by the undersigned, and any and all other shares or equity securities of the Company issued or issuable in respect thereof on or after the date hereof (collectively, the Shares) in accordance with the terms of this Irrevocable Proxy until the Expiration Date (as defined below); *provided*, *however*, that such proxy and voting and related rights are expressly limited to the matters discussed in clauses (i) through (iii) in the fourth paragraph of this Irrevocable Proxy, and *provided further* that in the event of a Transfer of Shares in public sales otherwise permitted under Section 2(a)(i) and (iii) of the Voting Agreement as defined below, this Irrevocable Proxy will cease to apply to the Shares so Transferred to the extent (but only to the extent) that the Shareholder no longer has the right to vote such Shares. Upon the undersigned s execution of this Irrevocable Proxy, any and all prior proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent proxies with respect to the Shares until after the Expiration Date.

This Irrevocable Proxy is irrevocable to the fullest extent permitted by law, is coupled with an interest and is granted pursuant to that certain Voting Agreement of even date herewith by and between Parent and the undersigned Shareholder (the Voting Agreement), and is granted as a condition and inducement to the willingness of Parent, BLMS Inc., a Delaware corporation and wholly-owned subsidiary of Parent (Merger Sub) to enter into that certain Agreement and Plan of Merger of even date herewith (as it may be amended from time to time, the Merger Agreement), among Parent, Merger Sub and the Company. The Merger Agreement provides for, among other things, the merger of Merger Sub with and into the Company (the Merger) with the Company continuing as the surviving corporation of the Merger and pursuant to which all outstanding shares of capital stock of the Company will be converted into the right to receive the consideration set forth in the Merger Agreement (the Merger Consideration).

As used herein, the term Expiration Date shall mean the earliest to occur of (i) such date and time as the Merger Agreement shall have been validly terminated pursuant to Section 7 thereof, (ii) such date and time as the Merger shall become effective in accordance with the terms and provisions of the Merger Agreement, (iii) such date and time as the Merger Agreement shall have been validly amended to provide for a decrease in the Merger Consideration and (iv) such date and time as (x) the Company Board Recommendation or the Parent Board Recommendation shall have been withdrawn, modified, qualified or amended, in each case in accordance with the provisions of Section 5.3 or Section 5.4, as applicable, of the Merger Agreement, or (y) Parent or the Company, as the case may be, shall have recommended a Parent Acquisition Proposal or Company Acquisition Proposal, as applicable, with respect to such party, in each case in accordance with the provisions of Section 5.3 or Section 5.4, as applicable, of the Merger Agreement.

The attorneys and proxies named above, and each of them, are hereby authorized and empowered by the undersigned, at any time prior to the Expiration Date, to act as the undersigned s attorney and proxy to vote the Shares, and to exercise all voting, consent and similar rights of the undersigned with respect to the Shares (including, without limitation, the power to execute and deliver written consents) at every annual, special, adjourned or postponed meeting of shareholders of the Company and in every written consent in lieu of such meeting:

(i) in favor of the adoption of the Merger Agreement, and in favor of each of the other actions contemplated by the Merger Agreement and any action required in furtherance thereof;

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(ii) in favor of any adjournment of such meeting, if necessary, to permit further solicitation and vote of proxies if there are insufficient votes at the time of such meeting to approve the adoption of the Merger Agreement;

(iii) against approval of any proposal made in opposition to, in competition with, or would result in a breach of, the Merger Agreement or the Merger or any other transactions contemplated by the Merger Agreement; and

(iv) against any of the following actions (other than those actions that relate to the Merger and any other transactions contemplated by the Merger Agreement): (A) any merger, consolidation, business combination, sale of assets, reorganization or recapitalization of or involving the Company or any of the Company Subsidiaries, (B) any sale, lease or transfer of all or substantially all of the assets of the Company or any of the Company Subsidiaries, (C) any reorganization, recapitalization, dissolution, liquidation or winding up of the Company or any of the Company Subsidiaries, (D) any material change in the capitalization of the Company or any of the Company Subsidiaries, or the corporate structure of the Company or any of the Company Subsidiaries, (E) any Company Acquisition Proposal with respect to the Company or (F) any other action that is intended, or would reasonably be expected to, materially impede, interfere with, delay, postpone, discourage or adversely affect the Merger or any other transactions contemplated by the Merger Agreement.

The attorneys and proxies named above may not exercise this Irrevocable Proxy on any other matter. The undersigned Shareholder may vote the Shares in its sole discretion on all other matters.

Any obligation of the undersigned hereunder shall be binding upon the successors and permitted assigns of the undersigned.

This Irrevocable Proxy shall terminate, and be of no further force and effect, automatically upon the Expiration Date.

Dated: December , 2011

SHAREHOLDER

By:_____

Name:_____

******* IRREVOCABLE PROXY ******

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ANNEX C

PERSONAL AND CONFIDENTIAL

December 14, 2011

Board of Directors

Lam Research Corporation

4650 Cushing Parkway

Fremont, CA 94538

Ladies and Gentlemen:

You have requested our opinion as to the fairness from a financial point of view to Lam Research Corporation (the Company) of the exchange ratio (the Exchange Ratio) of 1.125 shares of common stock, par value $0.001 per share (the Company Common Stock), of the Company to be issued in exchange for each share of common stock, no par value per share (the Novellus Common Stock), of Novellus Systems, Inc. (Novellus) pursuant to the Agreement and Plan of Merger, dated as of December 14, 2011 (the Agreement), by and among the Company, BLMS Inc., a California Corporation and a wholly-owned subsidiary of the Company (Merger Sub), and Novellus.

Goldman, Sachs & Co. and its affiliates are engaged in investment banking and financial advisory services, commercial banking, securities trading, investment management, principal investment, financial planning, benefits counseling, risk management, hedging, financing, brokerage activities and other financial and non-financial activities and services for various persons and entities. In the ordinary course of these activities and services, Goldman, Sachs & Co. and its affiliates may at any time make or hold long or short positions and investments, as well as actively trade or effect transactions, in the equity, debt and other securities (or related derivative securities) and financial instruments (including bank loans and other obligations) of third parties, the Company, Novellus and any of their respective affiliates or any currency or commodity that may be involved in the transaction contemplated by the Agreement (the Transaction) for their own account and for the accounts of their customers. We have acted as financial advisor to the Company in connection with, and have participated in certain of the negotiations leading to, the Transaction. We expect to receive fees for our services in connection with the Transaction, the principal portion of which is contingent upon consummation of the Transaction, and the Company has agreed to reimburse our expenses arising, and indemnify us against certain liabilities that may arise, out of our engagement. We have provided certain investment banking services to the Company and its affiliates from time to time for which our Investment Banking Division has received, and may receive, compensation, including having acted as joint bookrunner with respect to a public offering of the Company s convertible notes (aggregate principal amount $900,000,000 in dual tranches due 2016 and 2018 respectively) in May 2011. We may also in the future provide investment banking services to the Company, Novellus and their respective affiliates for which our Investment Banking Division may receive compensation.

In connection with this opinion, we have reviewed, among other things, the Agreement; annual reports to stockholders and Annual Reports on Form 10-K of the Company and Novellus for the five fiscal years ended June 26, 2011 for the Company and December 31, 2010 for Novellus; certain interim reports to stockholders and Quarterly Reports on Form 10-Q of the Company and Novellus; certain other communications from the Company and Novellus to their respective stockholders; certain publicly available research analyst reports for Novellus and the Company; certain internal financial analyses and forecasts for Novellus prepared by its management; certain internal financial analyses and forecasts for the Company and certain financial analyses and forecasts for Novellus, in each case, as prepared by the management of the Company and approved for our use by the Company (the Forecasts), and certain cost savings and operating synergies projected by the management of the Company to result from the Transaction, as approved for our use by the Company (the Synergies). We have also held discussions with members of the senior managements of the Company and Novellus regarding their

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assessment of the past and current business operations, financial condition and future prospects of Novellus and with the members of senior management of the Company regarding their assessment of the past and current business operations, financial condition and future prospects of the Company (including as a result of the significant stock buyback being announced by the Company contemporaneously with the Transaction) and the strategic rationale for, and the potential benefits of, the Transaction; reviewed the reported price and trading activity for the shares of Company Common Stock and the shares of Novellus Common Stock; compared certain financial and stock market information for the Company and Novellus with similar information for certain other companies the securities of which are publicly traded; reviewed the financial terms of certain recent business combinations in the semiconductor capital equipment industry and in other industries; and performed such other studies and analyses, and considered such other factors, as we deemed appropriate.

For purposes of rendering this opinion, we have relied upon and assumed, without assuming any responsibility for independent verification, the accuracy and completeness of all of the financial, legal, regulatory, tax, accounting and other information provided to, discussed with or reviewed by us. In that regard, we have assumed with your consent that the Forecasts and the Synergies have been reasonably prepared on a basis reflecting the best currently available estimates and judgments of the management of the Company. We have not made an independent evaluation or appraisal of the assets and liabilities (including any contingent, derivative or other off-balance-sheet assets and liabilities) of the Company or Novellus or any of their respective subsidiaries and we have not been furnished with any such evaluation or appraisal. We have assumed that all governmental, regulatory or other consents and approvals necessary for the consummation of the Transaction will be obtained without any adverse effect on the Company or Novellus or on the expected benefits of the Transaction in any way meaningful to our analysis. We also have assumed that the Transaction will be consummated on the terms set forth in the Agreement, without the waiver or modification of any term or condition the effect of which would be in any way meaningful to our analysis.

Our opinion does not address the underlying business decision of the Company to engage in the Transaction, or the relative merits of the Transaction as compared to any strategic alternatives that may be available to the Company; nor does it address any legal, regulatory, tax or accounting matters. This opinion addresses only the fairness from a financial point of view to the Company, as of the date hereof, of the Exchange Ratio pursuant to the Agreement. We do not express any view on, and our opinion does not address, any other term or aspect of the Agreement or Transaction or any term or aspect of any other agreement or instrument contemplated by the Agreement or entered into or amended in connection with the Transaction, including, without limitation, the fairness of the Transaction to, or any consideration received in connection therewith by, the holders of any class of securities, creditors, or other constituencies of the Company; nor as to the fairness of the amount or nature of any compensation to be paid or payable to any of the officers, directors or employees of the Company or Novellus, or any class of such persons in connection with the Transaction, whether relative to the Exchange Ratio pursuant to the Agreement or otherwise. We are not expressing any opinion as to the prices at which shares of Company Common Stock will trade at any time or as to the impact of the Transaction on the solvency or viability of the Company or Novellus or the ability of the Company or Novellus to pay their respective obligations when they come due. Our opinion is necessarily based on economic, monetary, market and other conditions as in effect on, and the information made available to us as of, the date hereof and we assume no responsibility for updating, revising or reaffirming this opinion based on circumstances, developments or events occurring after the date hereof. Our advisory services and the opinion expressed herein are provided for the information and assistance of the Board of Directors of the Company in connection with its consideration of the Transaction and such opinion does not constitute a recommendation as to how any holder of Company Common Stock should vote with respect to such Transaction or any other matter. This opinion has been approved by a fairness committee of Goldman, Sachs & Co.

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Board of Directors

Lam Research Corporation

December 14, 2011

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Based upon and subject to the foregoing, it is our opinion that, as of the date hereof, the Exchange Ratio pursuant to the Agreement is fair from a financial point of view to the Company.

Very truly yours,

/S/GOLDMAN, SACHS & CO.

(GOLDMAN, SACHS & CO.)

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ANNEX D

[BANK OF AMERICA MERRILL LYNCH LETTERHEAD]

December 14, 2011

The Board of Directors

Novellus Systems, Inc.

4000 North First Street

San Jose, CA 95134

Members of the Board of Directors:

We understand that Novellus Systems, Inc. (Novellus) proposes to enter into a Merger Agreement, dated December 14, 2011 (the Agreement), among Novellus, Lam Research Corporation (Lam Research) and BLMS Inc., a wholly owned subsidiary of Lam Research (Merger Sub), pursuant to which, among other things, Merger Sub will merge with and into Novellus (the Merger) and each outstanding share of the common stock, no par value, of Novellus (Novellus Common Stock), other than any shares of Novellus Common Stock owned by Merger Sub, Lam Research, or any direct or indirect wholly owned subsidiary of Lam Research or Novellus and any Dissenting Shares (as defined in the Merger Agreement), will be converted into the right to receive 1.125 (the Exchange Ratio) shares of the common stock, par value $0.001 per share, of Lam Research (Lam Research Common Stock). The terms and conditions of the Merger are more fully set forth in the Agreement.

You have requested our opinion as to the fairness, from a financial point of view, to the holders of Novellus Common Stock of the Exchange Ratio provided for in the Merger.

In connection with this opinion, we have, among other things:

(i) reviewed certain publicly available business and financial information relating to Novellus and Lam Research;

(ii) reviewed certain internal financial and operating information with respect to the business, operations and prospects of Novellus furnished to or discussed with us by the management of Novellus, including certain financial forecasts relating to Novellus prepared by or at the direction of and approved by the management of Novellus (such forecasts, Novellus Forecasts);

(iii) reviewed certain internal financial and operating information with respect to the business, operations and prospects of Lam Research furnished to or discussed with us by the management of Lam Research, including certain financial forecasts relating to Lam Research for the calendar years ended December 31, 2011 through December 31, 2013, prepared by the management of Lam Research (such forecasts, Lam Research Forecasts);

(iv) reviewed certain financial forecasts relating to Lam Research for the calendar years ended December 31, 2014 through December 31, 2016 prepared by or at the direction of and approved by the management of Novellus (such forecasts, the Extended Lam Research Forecasts);

(v) reviewed certain estimates as to the amount and timing of cost savings and revenue enhancements (collectively, the Synergies / Cost Savings) anticipated by the management of Lam Research to result from the Merger;

(vi) discussed the past and current business, operations, financial condition and prospects of Novellus with members of senior managements of Novellus and Lam Research, and discussed the past and current business, operations, financial condition and prospects of Lam Research with members of senior managements of Novellus and Lam Research;

(vii) reviewed the potential pro forma impact of the Merger on the future financial performance of Lam Research, including the potential effect on Lam Research s estimated earnings per share.

(viii) reviewed the trading histories for Novellus Common Stock and Lam Research Common Stock and a comparison of such trading histories with each other and with the trading histories of other companies we deemed relevant;

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The Board of Directors

Novellus Systems, Inc.

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(ix) compared certain financial and stock market information of Novellus and Lam Research with similar information of other companies we deemed relevant;

(x) compared certain financial terms of the Merger to financial terms, to the extent publicly available, of other transactions we deemed relevant;

(xi) reviewed the relative financial contributions of Novellus and Lam Research to the future financial performance of the combined company on a pro forma basis;

(xii) reviewed the Agreement; and

(xiii) performed such other analyses and studies and considered such other information and factors as we deemed appropriate.

In arriving at our opinion, we have assumed and relied upon, without independent verification, the accuracy and completeness of the financial and other information and data publicly available or provided to or otherwise reviewed by or discussed with us and have relied upon the assurances of the managements of Novellus and Lam Research that they are not aware of any facts or circumstances that would make such information or data inaccurate or misleading in any material respect. With respect to the Novellus Forecasts, we have been advised by Novellus, and have assumed, that they have been reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of the management of Novellus as to the future financial performance of Novellus. With respect to the Lam Research Forecasts and the Synergies/Cost Savings, we have been advised by Lam Research, and have assumed, that they have been reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of the management of Lam Research as to the future financial performance of Lam Research and the other matters covered thereby. With respect to the Extended Lam Research Forecasts, we have been advised by Novellus and have assumed, that they have been reasonably prepared on bases reflecting the best current available estimates and good faith judgments of the management of Novellus as to the future financial performance of Lam Research. We have not made or been provided with any independent evaluation or appraisal of the assets or liabilities (contingent or otherwise) of Novellus or Lam Research, nor have we made any physical inspection of the properties or assets of Novellus or Lam Research. We have not evaluated the solvency or fair value of Novellus or Lam Research under any state, federal or other laws relating to bankruptcy, insolvency or similar matters. We have assumed, at the direction of Novellus, that the Merger will be consummated in accordance with its terms, without waiver, modification or amendment of any material term, condition or agreement and that, in the course of obtaining the necessary governmental, regulatory and other approvals, consents, releases and waivers for the Merger, no delay, limitation, restriction or condition, including any divestiture requirements or amendments or modifications, will be imposed that would have an adverse effect on Novellus, Lam Research or the contemplated benefits of the Merger. We have also assumed, at the direction of Novellus, that the Merger will qualify for federal income tax purposes as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended.

We express no view or opinion as to any terms or other aspects of the Merger (other than the Exchange Ratio to the extent expressly specified herein), including, without limitation, the form or structure of the Merger. Our opinion is limited to the fairness, from a financial point of view, of the Exchange Ratio to holders of Novellus Common Stock and no opinion or view is expressed with respect to any consideration received in connection with the Merger by the holders of any class of securities, creditors or other constituencies of any party. In addition, no opinion or view is expressed with respect to the fairness (financial or otherwise) of the amount, nature or any other aspect of any compensation to any of the officers, directors or employees of any party to the Merger, or class of such persons, relative to the Exchange Ratio. Furthermore, no opinion or view is expressed as to the relative merits of the Merger in comparison to other strategies or transactions that might be available to

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Novellus or in which Novellus might engage or as to the underlying business decision of Novellus to proceed with or effect the Merger. We are not expressing any opinion as to what the value of Lam Research Common Stock actually will be when issued or the prices at which Novellus Common Stock or Lam Research Common Stock will trade at any time, including following announcement or consummation of the Merger. In addition, we express no opinion or recommendation as to how any shareholder should vote or act in connection with the Merger or any related matters.

We have acted as financial advisor to Novellus in connection with the Merger and will receive a fee for our services, a portion of which is payable upon the earlier of (i) Novellus entering into the Agreement or (ii) our delivery of an opinion in writing as to the fairness, from a financial point of view, of the Exchange Ratio (regardless of the conclusions reached therein), and a significant portion of which is contingent upon consummation of the Merger. In addition, Novellus has agreed to reimburse our expenses and indemnify us against certain liabilities arising out of our engagement.

We and our affiliates comprise a full service securities firm and commercial bank engaged in securities, commodities and derivatives trading, foreign exchange and other brokerage activities, and principal investing as well as providing investment, corporate and private banking, asset and investment management, financing and financial advisory services and other commercial services and products to a wide range of companies, governments and individuals. In the ordinary course of our businesses, we and our affiliates may invest on a principal basis or on behalf of customers or manage funds that invest, make or hold long or short positions, finance positions or trade or otherwise effect transactions in equity, debt or other securities or financial instruments (including derivatives, bank loans or other obligations) of Novellus, Lam Research and certain of their respective affiliates.

We and our affiliates in the past have provided, currently are providing, and in the future may provide, investment banking, commercial banking and other financial services to Novellus and have received or in the future may receive compensation for the rendering of these services, including (i) having acted or acting as joint bookrunner on an offering by Novellus of senior convertible notes; (ii) having acted or acting as a lender under Novellus s Euro-denominated credit facility; (iii) having provided or providing certain derivatives and foreign exchange trading services to Novellus and (iv) having provided or providing certain treasury and trade management services and products to Novellus.

In addition, we and our affiliates in the past have provided, currently are providing, and in the future may provide, investment banking, commercial banking and other financial services to Lam Research and have received or in the future may receive compensation for the rendering of these services, including (i) having acted or acting as a lender under certain letters of credit for Lam Research; (ii) having provided or providing certain derivatives and foreign exchange trading services to Lam Research, and (iii) having provided or providing certain treasury and trade management services and products to Lam Research.

It is understood that this letter is for the benefit and use of the Board of Directors of Novellus (in its capacity as such) in connection with and for purposes of its evaluation of the Merger.

Our opinion is necessarily based on financial, economic, monetary, market and other conditions and circumstances as in effect on, and the information made available to us as of, the date hereof. It should be understood that subsequent developments may affect this opinion, and we do not have any obligation to update, revise, or reaffirm this opinion. The issuance of this opinion was approved by our Americas Fairness Opinion Review Committee.

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The Board of Directors

Novellus Systems, Inc.

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Based upon and subject to the foregoing, including the various assumptions and limitations set forth herein, we are of the opinion on the date hereof that the Exchange Ratio provided for in the Merger is fair, from a financial point of view, to the holders of Novellus Common Stock.

Very truly yours,

/s/ MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

MERRILL LYNCH, PIERCE, FENNER & SMITH

INCORPORATED

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ANNEX E

CHAPTER 13 OF CCC (DISSENTERS RIGHTS)

1300.(a) If the approval of the outstanding shares (Section 152) of a corporation is required for a reorganization under subdivisions (a) and (b) or subdivision (e) or (f) of Section 1201, each shareholder of the corporation entitled to vote on the transaction and each shareholder of a subsidiary corporation in a short-form merger may, by complying with this chapter, require the corporation in which the shareholder holds shares to purchase for cash at their fair market value the shares owned by the shareholder which are dissenting shares as defined in subdivision (b). The fair market value shall be determined as of the day before the first announcement of the terms of the proposed reorganization or short-form merger, excluding any appreciation or depreciation in consequence of the proposed action, but adjusted for any stock split, reverse stock split, or share dividend which becomes effective thereafter.

(b) As used in this chapter, dissenting shares means shares which come within all of the following descriptions:

(1) Which were not immediately prior to the reorganization or short-form merger listed on any national securities exchange certified by the Commissioner of Corporations under subdivision (o) of Section 25100, and the notice of meeting of shareholders to act upon the reorganization summarizes this section and Sections 1301, 1302, 1303 and 1304; provided, however, that this provision does not apply to any shares with respect to which there exists any restriction on transfer imposed by the corporation or by any law or regulation; and provided, further, that this provision does not apply to any class of shares if demands for payment are filed with respect to 5 percent or more of the outstanding shares of that class.

(2) Which were outstanding on the date for the determination of shareholders entitled to vote on the reorganization and (A) were not voted in favor of the reorganization or, (B) if described in paragraph (1) (without regard to the provisos in that paragraph), were voted against the reorganization, or were held of record on the effective date of a short-form merger; provided, however, that subparagraph (A) rather than subparagraph (B) of this paragraph applies in any case where the approval required by Section 1201 is sought by written consent rather than at a meeting.

(3) Which the dissenting shareholder has demanded that the corporation purchase at their fair market value, in accordance with Section 1301.

(4) Which the dissenting shareholder has submitted for endorsement, in accordance with Section 1302.

(c) As used in this chapter, dissenting shareholder means the recordholder of dissenting shares and includes a transferee of record.

1301.(a) If, in the case of a reorganization, any shareholders of a corporation have a right under Section 1300, subject to compliance with paragraphs (3) and (4) of subdivision (b) thereof, to require the corporation to purchase their shares for cash, that corporation shall mail to each such shareholder a notice of the approval of the reorganization by its outstanding shares (Section 152) within 10 days after the date of that approval, accompanied by a copy of Sections 1300, 1302, 1303, and 1304 and this section, a statement of the price determined by the corporation to represent the fair market value of the dissenting shares, and a brief description of the procedure to be followed if the shareholder desires to exercise the shareholder s right under those sections. The statement of price constitutes an offer by the corporation to purchase at the price stated any dissenting shares as defined in subdivision (b) of Section 1300, unless they lose their status as dissenting shares under Section 1309.

(b) Any shareholder who has a right to require the corporation to purchase the shareholder s shares for cash under Section 1300, subject to compliance with paragraphs (3) and (4) of subdivision (b) thereof, and who

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desires the corporation to purchase shares shall make written demand upon the corporation for the purchase of those shares and payment to the shareholder in cash of their fair market value. The demand is not effective for any purpose unless it is received by the corporation or any transfer agent thereof (1) in the case of shares described subdivision (b) of Section 1300 (without regard to the provisos in that paragraph), not later than the date of the shareholders meeting to vote upon the reorganization, or (2) in any other case within 30 days after the date on which the notice of the approval by the outstanding shares pursuant to subdivision (a) or the notice pursuant to subdivision (i) of Section 1110 was mailed to the shareholder.

(c) The demand shall state the number and class of the shares held of record by the shareholder which the shareholder demands that the corporation purchase and shall contain a statement of what that shareholder claims to be the fair market value of those shares as of the day before the announcement of the proposed reorganization or short-form merger. The statement of fair market value constitutes an offer by the shareholder to sell the shares at that price.

1302. Within 30 days after the date on which notice of the approval by the outstanding shares or the notice pursuant to subdivision (i) of Section 1110 was mailed to the shareholder, the shareholder shall submit to the corporation at its principal office or at the office of any transfer agent thereof, (a) if the shares are certificated securities, the shareholder s certificates representing any shares which the shareholder demands that the corporation purchase, to be stamped or endorsed with a statement that the shares are dissenting shares or to be exchanged for certificates of appropriate denomination so stamped or endorsed or (b) if the shares are uncertificated securities, written notice of the number of shares which the shareholder demands that the corporation purchase. Upon subsequent transfers of the dissenting shares on the books of the corporation, the new certificates, initial transaction statement, and other written statements issued therefor shall bear a like statement, together with the name of the original dissenting holder of the shares.

1303. (a) If the corporation and the shareholder agree that the shares are dissenting shares and agree upon the price of the shares, the dissenting shareholder is entitled to the agreed price with interest thereon at the legal rate on judgments from the date of the agreement. Any agreements fixing the fair market value of any dissenting shares as between the corporation and the holders thereof shall be filed with the secretary of the corporation.

(b) Subject to the provisions of Section 1306, payment of the fair market value of dissenting shares shall be made within 30 days after the amount thereof has been agreed or within 30 days after any statutory or contractual conditions to the reorganization are satisfied, whichever is later, and in the case of certificated securities, subject to surrender of the certificates therefor, unless provided otherwise by agreement.

1304. (a) If the corporation denies that the shares are dissenting shares, or the corporation and the shareholder fail to agree upon the fair market value of the shares, then the shareholder demanding purchase of such shares as dissenting shares or any interested corporation, within six months after the date on which notice of the approval by the outstanding shares (Section 152) or notice pursuant to subdivision (i) of Section 1110 was mailed to the shareholder, but not thereafter, may file a complaint in the superior court of the proper county praying the court to determine whether the shares are dissenting shares or the fair market value of the dissenting shares or both or may intervene in any action pending on such a complaint.

(b) Two or more dissenting shareholders may join as plaintiffs or be joined as defendants in any such action and two or more such actions may be consolidated.

(c) On the trial of the action, the court shall determine the issues. If the status of the shares as dissenting shares is in issue, the court shall first determine that issue. If the fair market value of the dissenting shares is in issue, the court shall determine, or shall appoint one or more impartial appraisers to determine, the fair market value of the shares.

1305. (a) If the court appoints an appraiser or appraisers, they shall proceed forthwith to determine the fair market value per share. Within the time fixed by the court, the appraisers, or a majority of them, shall make and

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file a report in the office of the clerk of the court. Thereupon, on the motion of any party, the report shall be submitted to the court and considered on such evidence as the court considers relevant. If the court finds the report reasonable, the court may confirm it.

(b) If a majority of the appraisers appointed fail to make and file a report within 10 days from the date of their appointment or within such further time as may be allowed by the court or the report is not confirmed by the court, the court shall determine the fair market value of the dissenting shares.

(c) Subject to the provisions of Section 1306, judgment shall be rendered against the corporation for payment of an amount equal to the fair market value of each dissenting share multiplied by the number of dissenting shares which any dissenting shareholder who is a party, or who has intervened, is entitled to require the corporation to purchase, with interest thereon at the legal rate from the date on which judgment was entered.

(d) Any such judgment shall be payable forthwith with respect to uncertificated securities and, with respect to certificated securities, only upon the endorsement and delivery to the corporation of the certificates for the shares described in the judgment. Any party may appeal from the judgment.

(e) The costs of the action, including reasonable compensation to the appraisers to be fixed by the court, shall be assessed or apportioned as the court considers equitable, but, if the appraisal exceeds the price offered by the corporation, the corporation shall pay the costs (including in the discretion of the court attorneys fees, fees of expert witnesses and interest at the legal rate on judgments from the date of compliance with Sections 1300, 1301 and 1302 if the value awarded by the court for the shares is more than 125 percent of the price offered by the corporation under subdivision (a) of Section 1301).

1306. To the extent that the provisions of Chapter 5 prevent the payment to any holders of dissenting shares of their fair market value, they shall become creditors of the corporation for the amount thereof together with interest at the legal rate on judgments until the date of payment, but subordinate to all other creditors in any liquidation proceeding, such debt to be payable when permissible under the provisions of Chapter 5.

1307. Cash dividends declared and paid by the corporation upon the dissenting shares after the date of approval of the reorganization by the outstanding shares (Section 152) and prior to payment for the shares by the corporation shall be credited against the total amount to be paid by the corporation therefor.

1308. Except as expressly limited in this chapter, holders of dissenting shares continue to have all the rights and privileges incident to their shares, until the fair market value of their shares is agreed upon or determined. A dissenting shareholder may not withdraw a demand for payment unless the corporation consents thereto.

1309. Dissenting shares lose their status as dissenting shares and the holders thereof cease to be dissenting shareholders and cease to be entitled to require the corporation to purchase their shares upon the happening of any of the following:

(a) The corporation abandons the reorganization. Upon abandonment of the reorganization, the corporation shall pay on demand to any dissenting shareholder who has initiated proceedings in good faith under this chapter all necessary expenses incurred in such proceedings and reasonable attorneys fees.

(b) The shares are transferred prior to their submission for endorsement in accordance with Section 1302 or are surrendered for conversion into shares of another class in accordance with the articles.

(c) The dissenting shareholder and the corporation do not agree upon the status of the shares as dissenting shares or upon the purchase price of the shares, and neither files a complaint or intervenes in a pending action as provided in Section 1304, within six months after the date on which notice of the approval by the outstanding shares or notice pursuant to subdivision (i) of Section 1110 was mailed to the shareholder.

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(d) The dissenting shareholder, with the consent of the corporation, withdraws the shareholder s demand for purchase of the dissenting shares.

1310. If litigation is instituted to test the sufficiency or regularity of the votes of the shareholders in authorizing a reorganization, any proceedings under Sections 1304 and 1305 shall be suspended until final determination of such litigation.

1311. This chapter, except Section 1312, does not apply to classes of shares whose terms and provisions specifically set forth the amount to be paid in respect to such shares in the event of a reorganization or merger.

1312. (a) No shareholder of a corporation who has a right under this chapter to demand payment of cash for the shares held by the shareholder shall have any right at law or in equity to attack the validity of the reorganization or short-form merger, or to have the reorganization or short-form merger set aside or rescinded, except in an action to test whether the number of shares required to authorize or approve the reorganization have been legally voted in favor thereof; but any holder of shares of a class whose terms and provisions specifically set forth the amount to be paid in respect to them in the event of a reorganization or short-form merger is entitled to payment in accordance with those terms and provisions or, if the principal terms of the reorganization are approved pursuant to subdivision (b) of Section 1202, is entitled to payment in accordance with the terms and provisions of the approved reorganization.

(b) If one of the parties to a reorganization or short-form merger is directly or indirectly controlled by, or under common control with, another party to the reorganization or short-form merger, subdivision (a) shall not apply to any shareholder of such party who has not demanded payment of cash for such shareholder s shares pursuant to this chapter; but if the shareholder institutes any action to attack the validity of the reorganization or short-form merger or to have the reorganization or short-form merger set aside or rescinded, the shareholder shall not thereafter have any right to demand payment of cash for the shareholder s shares pursuant to this chapter. The court in any action attacking the validity of the reorganization or short-form merger or to have the reorganization or short-form merger set aside or rescinded shall not restrain or enjoin the consummation of the transaction except upon 10 days prior notice to the corporation and upon a determination by the court that clearly no other remedy will adequately protect the complaining shareholder or the class of shareholders of which such shareholder is a member.

(c) If one of the parties to a reorganization or short-form merger is directly or indirectly controlled by, or under common control with, another party to the reorganization or short-form merger, in any action to attack the validity of the reorganization or short-form merger or to have the reorganization or short-form merger set aside or rescinded, (1) a party to a reorganization or short-form merger which controls another party to the reorganization or short-form merger shall have the burden of proving that the transaction is just and reasonable as to the shareholders of the controlled party, and (2) a person who controls two or more parties to a reorganization shall have the burden of proving that the transaction is just and reasonable as to the shareholders of any party so controlled.

1313. A conversion pursuant to Chapter 11.5 (commencing with Section 1150) shall be deemed to constitute a reorganization for purposes of applying the provisions of this chapter, in accordance with and to the extent provided in Section 1159.

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ANNEX F

FORM OF PROXY CARD (LAM RESEARCH)

LAM RESEARCH CORPORATION

SPECIAL MEETING OF STOCKHOLDERS

May 10, 2012

The undersigned hereby appoints Martin B. Anstice and George M. Schisler, Jr., and each of them, as proxies, each with the power to appoint his substitute, and hereby authorizes each of them to represent and to vote as designated on the reverse side all shares of common stock of Lam Research Corporation that the undersigned is entitled to vote at the special meeting of stockholders to be held at 8:00 a.m., local time on May 10, 2012, at the Company s principal executive offices, 4650 Cushing Parkway, Fremont, California, 94538, or any adjournment or postponement thereof.

The Board of Directors has fixed the close of business on March 12, 2012 as the Record Date for determining the stockholders entitled to notice of and to vote at the special meeting and any adjournment or postponement thereof.

THIS PROXY WHEN PROPERLY EXECUTED WILL BE VOTED AS DIRECTED BY THE UNDERSIGNED STOCKHOLDER. IF NO SUCH DIRECTIONS ARE MADE, THIS PROXY WILL BE VOTED FOR THE PROPOSALS LISTED ON THE REVERSE SIDE OF THIS PROXY CARD.

THIS PROXY WILL ALSO BE USED TO PROVIDE VOTING INSTRUCTIONS TO FIDELITY MANAGEMENT TRUST COMPANY (THE TRUSTEE) FOR ANY SHARES OF COMMON STOCK OF LAM RESEARCH CORPORATION HELD IN THE SAVINGS PLUS PLAN, LAM 401(K) (THE LAM RESEARCH 401(K) PLAN) ON THE RECORD DATE.

IF YOU HOLD SHARES OF LAM RESEARCH CORPORATION THROUGH THE LAM RESEARCH 401(K) PLAN, PLEASE MARK, SIGN, DATE AND RETURN THIS PROXY CARD TO THE TRUSTEE AT VOTE PROCESSING, C/O BROADRIDGE, 51 MERCEDES WAY, EDGEWOOD, NY 11717, NO LATER THAN 11:59 P.M., EASTERN TIME, ON MAY 7, 2012.

OTHERWISE, PLEASE MARK, SIGN, DATE AND RETURN THIS PROXY CARD

PROMPTLY USING THE ENCLOSED REPLY ENVELOPE

CONTINUED AND TO BE SIGNED ON REVERSE SIDE

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THE LAM RESEARCH BOARD OF DIRECTORS RECOMMENDS A VOTE FOR THE FOLLOWING PROPOSALS:

1. Approval of the issuance of shares of Lam Research common stock to Novellus Systems shareholders pursuant to the merger.	For	Against	Abstain
	..	..	..
2. The adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are not sufficient votes to approve Proposal 1.	For	Against	Abstain
	..	..	..

Signature [PLEASE SIGN WITHIN BOX] Date

Authority is hereby given to the proxies identified on the front of this card to vote in their discretion upon such other business as may properly come before the meeting.

Please sign exactly as your name appears on this proxy card. If shares are held jointly, each holder should sign. When signing as attorney, executor, administrator, corporation, trustee or guardian, please give full title as such. If a corporation, please sign in full corporate name by other authorized officer. If a partnership, please sign in partnership name by authorized person.

Date:_____, 2012
Printed Name of Stockholder
Signature

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ANNEX G

FORM OF PROXY CARD (NOVELLUS)

NOVELLUS SYSTEMS, INC.

SPECIAL MEETING OF SHAREHOLDERS

May 10, 2012

The undersigned hereby appoints Richard S. Hill and John D. Hertz, and each of them, as proxies, each with the power to appoint his substitute, and hereby authorizes each of them to represent and to vote as designated on the reverse side all shares of Common Stock of Novellus Systems, Inc. that the undersigned is entitled to vote at the Special Meeting of Shareholders to be held at 2:00 pm, local time, on May 10, 2012, at the Company s principal executive offices, 4000 North First Street, San Jose, California, 95134, or any adjournment or postponement thereof.

THIS PROXY, WHEN PROPERLY EXECUTED, WILL BE VOTED AS DIRECTED BY THE UNDERSIGNED SHAREHOLDER. IF NO SUCH DIRECTIONS ARE MADE, THIS PROXY WILL BE VOTED FOR THE PROPOSALS LISTED ON THE REVERSE SIDE OF THIS PROXY CARD.

This proxy covers all shares for which the undersigned has the right to give voting instructions to Vanguard Fiduciary Trust Company, trustee of the Novellus Systems, Inc. Retirement Plan (the Plan). This proxy, when properly executed and received prior to May 7, 2012 at 5:00 pm eastern time, will be voted as directed, or if no such directions are made, the Plan s trustee will vote your shares as specified in the paragraph directly below.

If voting instructions are not received by the trustee by May 7, 2012 at 5:00 pm eastern time, you will be treated as directing the Plan s trustee to vote your shares held in the Plan in the same proportion as the shares for which the trustee has received timely instructions from others.

PLEASE MARK, SIGN, DATE AND RETURN THIS PROXY CARD

PROMPTLY USING THE ENCLOSED REPLY ENVELOPE

CONTINUED AND TO BE SIGNED ON REVERSE SIDE

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THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR THE FOLLOWING PROPOSALS.

1. Approval of (i) the merger of BLMS Inc., a wholly-owned subsidiary of Lam Research Corporation, with and into Novellus Systems, Inc. and (ii) the Agreement and Plan of Merger by and among Lam Research Corporation, BLMS Inc. and Novellus Systems, Inc., and the principal terms thereof.	For	Against	Abstain
	..	..	..
2. The adjournment of the special meeting, if necessary and appropriate, to solicit additional proxies if there are not sufficient votes to approve Proposal 1.	For	Against	Abstain
	..	..	..
3. Approval, on an advisory basis, of the compensation of Novellus named executive officers that is based on or otherwise relates to the merger.	For	Against	Abstain
	..	..	..

Signature [PLEASE SIGN WITHIN BOX] Date

Note: Authority is hereby given to the proxies identified on the reverse side of this card to vote in their discretion upon such other business as may properly come before the meeting or any postponement or adjournment thereof.

Please sign exactly as your name(s) appear(s) hereon. When signing as attorney, executor, administrator, or other fiduciary, please give full title as such. Joint owners should each sign personally. All holders must sign. If a corporation or partnership, please sign in full corporate or partnership name, by authorized officer.

Date:_____, 2012

Printed Name of Shareholder

Signature

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PART II

INFORMATION NOT REQUIRED IN PROSPECTUS; UNDERTAKINGS

Item 20. *Indemnification of Directors and Officers*

The following summary is qualified in its entirety by reference to the complete copy of the General Corporation Law of the State of Delaware (the DGCL), and the certificate of incorporation of Lam Research as in effect prior to the completion of the merger.

Section 145 of the DGCL generally provides that all directors and officers (as well as other employees and agents of the corporation) may be indemnified against expenses (including attorneys fees), judgments, fines and amounts paid in settlement in connection with certain specified actions, suits or proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. A similar standard of care is applicable in the case of derivative actions in which the action is by or in the right of the corporation, except that indemnification extends only to expenses (including attorneys fees) incurred in connection with defense or settlement of an action, and the DGCL requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. Section 145 of the DGCL also provides that the rights conferred thereby are not exclusive of any other right to which any person may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, and permits a corporation to advance expenses to or on behalf of a director or officer upon receipt of an undertaking to repay the amounts advanced if it is determined that the person is not entitled to be indemnified.

As permitted by Section 102(b)(7) of the DGCL, the certificate of incorporation of Lam Research provides that no director shall be personally liable to Lam Research or its stockholders for monetary damages for breach of fiduciary duty as a director other than (i) for any breach of the director s duty of loyalty to Lam Research and its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL regarding the liability of directors for the unlawful payment of dividends or the unlawful stock purchase or redemption and (iv) for any transaction from which the director derived an improper personal benefit.

Section 145 of the DGCL also permits a corporation to purchase and maintain insurance on behalf of any director, officer, employee or agent against any liability asserted against such person acting in his or her capacity, whether or not the corporation would have the power to indemnify such person against such liability. Lam Research does provide liability insurance for directors and officers of Lam Research and its subsidiaries.

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Item 21. *Exhibits and Financial Statement Schedules*

Exhibit No.	Document
2.1	Agreement and Plan of Merger, dated December 14, 2011, by and among Lam Research Corporation, BLMS Inc. and Novellus Systems, Inc. (included as Annex A to the joint proxy statement/prospectus forming a part of this Registration Statement and incorporated herein by reference) (The schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K)
3.1	Certificate of Incorporation of Lam Research Corporation (filed as Exhibit 3.1 to Amendment No. 2 to Lam Research s Annual Report on Form 10K/A for the fiscal year ended June 25, 2000, as amended by Exhibit 3.4 to Lam Research s Current Report on Form 8-K dated November 5, 2009, Commission file number 0-12933, and incorporated herein by reference)
3.2	Bylaws of Lam Research Corporation (filed as Exhibit 3.2 to Lam Research s Current Report on Form 8-K dated May 18, 2011, Commission file number 0-12933, and incorporated herein by reference)
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8.1	Opinion of Jones Day as to certain tax matters
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10.2	Advisory Services Agreement by and among Lam Research Corporation, Richard S. Hill, and RSH Consulting, LLC, dated March 6, 2012*
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23.1	Consent of Jones Day (included in Exhibit 5.1 hereto)
23.2	Consent of Jones Day (included in Exhibit 8.1 hereto)
23.3	Consent of Morrison & Foerster LLP (included in Exhibit 8.2 hereto)
23.4	Consent of Ernst & Young LLP
23.5	Consent of Ernst & Young LLP
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99.1	Consent of Goldman, Sachs & Co.
99.2	Consent of Merrill Lynch, Pierce, Fenner & Smith Incorporated
99.3	Form of Proxy Card of Lam Research Corporation (included as Annex F to the joint proxy statement/prospectus forming a part of this Registration Statement and incorporated herein by reference)
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99.5	Consent of Youssef A. El-Mansy
99.6	Consent of Krishna Saraswat
99.7	Consent of William R. Spivey
99.8	Consent of Delbert A. Whitaker

* Previously filed.

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Item 22. *Undertakings*

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement: (i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended (the Securities Act); (ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement (notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the Calculation of Registration Fee table in the effective registration statement); and (iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

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

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

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each filing of the Registrant s annual report pursuant to Section 13 (a) or 15 (d) of the Securities Exchange Act of 1934, as amended (and, where applicable, each filing of an employee benefit plan s annual report pursuant to Section 15 (d) of the Securities Exchange Act of 1934, as amended) that is incorporated by reference in this 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.

(5) That prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c), the registrant undertakes that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other items of the applicable form.

(6) That every prospectus (i) that is filed pursuant to paragraph (5) above, or (ii) that purports to meet the requirements of Section 10(a)(3) of the Securities Act and is used in connection with an offering of securities subject to Rule 415, will be filed as a part of an amendment to this registration statement and will not be used until such amendment has become effective, and that for the purpose of determining liabilities 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.

(7) 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 Securities and Exchange 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

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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 of 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.

(8) To respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11 or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(9) To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in this registration statement when it became effective.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Fremont, State of California, on March 23, 2012.

LAM RESEARCH CORPORATION,

By: /s/ Sarah A. O Dowd
Name: Sarah A. O Dowd
Title: Group Vice President, Human Resources and Chief Legal Officer

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signatures	Title	Date
Principal Executive Officer		
/s/ Martin B. Anstice Martin B. Anstice	President, Chief Executive Officer and Director	March 23, 2012
Principal Financial Officer and Principal Accounting Officer		
/s/ Ernest E. Maddock Ernest E. Maddock	Senior Vice President, Chief Financial Officer, and Chief Accounting Officer	March 23, 2012
Directors		
* James W. Bagley	Executive Chairman and Director	March 23, 2012
* Stephen G. Newberry	Vice-Chairman and Director	March 23, 2012
* Robert M. Berdahl	Director	March 23, 2012
* Eric K. Brandt	Director	March 23, 2012
* Michael R. Cannon	Director	March 23, 2012
* Christine Heckart	Director	March 23, 2012
* Grant M. Inman	Director	March 23, 2012

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Signatures	Title	Date
*	Director	March 23, 2012
Catherine P. Lego		
*	Director	March 23, 2012
Kim Perdikou		
*	Director	March 23, 2012
Abhi Talwalkar		

*By: /s/ Sarah A. O Dowd
Sarah A. O Dowd
Attorney-in-fact for persons indicated

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