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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 20549

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**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

Date of report (Date of earliest event reported):  
**May 31, 2006 (May 30, 2006)**

**Micron Technology, Inc.**

(Exact Name of Registrant as Specified in Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**1-10658**  
(Commission  
File Number)

**75-1618004**  
(IRS Employer  
Identification No.)

**8000 South Federal Way**  
**Boise, Idaho 83716-9632**  
(Address of Principal Executive Offices)

**(208) 368-4000**  
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations of the registrant under any of the following provisions:

- ☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**ITEM 1.01 Entry into a Material Definitive Agreement.**

**First Amendment to the Merger Agreement**

On May 30, 2006, Micron Technology, Inc., a Delaware corporation ("Micron"), entered into a First Amendment to Agreement and Plan of Merger (the "First Amendment to the Merger Agreement") with March 2006 Merger Corp., a Delaware corporation and direct wholly owned subsidiary of Micron ("Merger Sub"), and Lexar Media, Inc., a Delaware corporation ("Lexar"), to amend the Agreement and Plan of Merger, dated as of March 8, 2006, by and among Micron, Merger Sub and Lexar (the "Merger Agreement").

The First Amendment to the Merger Agreement modifies certain terms related to the assumption and termination of certain Lexar stock options pursuant to the transactions contemplated by the Merger Agreement. Among other things, the First Amendment to the Merger Agreement amends the Merger Agreement to provide that Lexar stock options with an exercise price above \$9.54 (rather than \$9.00 previously provided in the Merger Agreement) will be terminated at the effective time of the proposed merger. The First Amendment to the Merger Agreement further provides that options held by Eric B. Stang, Petro Estrakhri and Eric S. Whitaker, each of whom are executives of Lexar, with a per share exercise price greater than \$9.00 but less than or equal to \$9.54 shall also be terminated prior to the effective time of the proposed merger. Except for the Lexar stock options to be terminated as provided above, each Lexar stock option that is unexpired, unexercised and outstanding immediately prior to the effective time of the merger shall be assumed by Micron, pursuant to the First Amendment to the Merger Agreement.

The foregoing description is qualified in its entirety by reference to the First Amendment to Merger Agreement which is filed as Exhibit 2.1 hereto and incorporated herein by reference.

**Additional Information about the Merger and Where to Find It**

Micron and Lexar have filed a Registration Statement on Form S-4 with the Securities and Exchange Commission (Registration No. 333-132757) containing the definitive proxy statement/prospectus and other relevant materials regarding the proposed transaction contemplated by the Merger Agreement.

Investors and security holders of Lexar are urged to read the prospectus/proxy statement and the other relevant materials which contain important information about Micron, Lexar and the proposed merger. The prospectus/proxy statement and other relevant materials, and any other documents filed by Micron or Lexar with the SEC, may be obtained free of charge at the SEC's web site at [www.sec.gov](http://www.sec.gov). In addition, investors and security holders may obtain free copies of the documents filed with the SEC by Micron by contacting Micron Investor Relations, Kipp Bedard, (208) 368-4465. Investors and security holders may obtain free copies of the documents filed with the SEC by Lexar by contacting Lexar Investor Relations, Diane Carlini, (510) 580-5604. Investors and security holders of Lexar are urged to read the prospectus/proxy statement and the other relevant materials before making any voting or investment decision with respect to the proposed merger.

Micron, Steven Appleton, Micron's Chairman, Chief Executive Officer and President, and certain of Micron's other executive officers may be deemed to be participants in the solicitation of proxies of Lexar stockholders in connection with the proposed merger. Investors and security holders may obtain more detailed information regarding the names, affiliations and interests of Mr. Appleton and certain of Micron's other executive officers in the solicitation by reading the prospectus/proxy statement.

Lexar, Eric Stang, Lexar's Chairman, Chief Executive Officer and President, and Lexar's other directors and executive officers may be deemed to be participants in the solicitation of proxies of Lexar stockholders in connection with the proposed merger. Such individuals may have interests in the proposed merger, including as a result of holding options or shares of Lexar common stock. Investors and security holders may obtain more detailed information regarding the names, affiliations and interests of Mr. Stang and Lexar's other directors and executive officers in the solicitation by reading the prospectus/proxy statement.

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## **ITEM 9.01 Financial Statements and Exhibits.**

### **(d) Exhibits**

The following exhibit is furnished with this report on Form 8-K:

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| 2.1 | First Amendment to Agreement and Plan of Merger, dated as of May 30, 2006, by and among Micron Technology, Inc., March 2006 Merger Corp. and Lexar Media, Inc. |
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## **SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

MICRON TECHNOLOGY, INC.

Date: May 31, 2006

By: /s/ W.G. Stover, Jr.

Name:

W.G. Stover, Jr.

Title:

Vice President of Finance and Chief  
Financial Officer

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## **EXHIBIT INDEX**

<b>Exhibit Number</b>	<b>Description</b>
2.1	First Amendment to Agreement and Plan of Merger, dated as of May 30, 2006, by and among Micron Technology, Inc., March 2006 Merger Corp. and Lexar Media, Inc.

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**FIRST AMENDMENT TO  
AGREEMENT AND PLAN OF MERGER**

This FIRST AMENDMENT, dated as of May 30, 2006 (this “**First Amendment**”), to the Agreement and Plan of Merger (the “**Agreement**”), dated as of March 8, 2006, by and among Lexar Media, Inc., a Delaware corporation (the “**Company**”), Micron Technology, Inc., a Delaware corporation (“**Parent**”), and March 2006 Merger Corp., a Delaware corporation and a direct wholly-owned subsidiary of Parent (“**Merger Sub**”) is entered into by the Company, Parent and Merger Sub.

WHEREAS, Section 7.4 of the Agreement permits the parties, by action taken or authorized by their respective Boards of Directors, to amend the Agreement by an instrument in writing signed on behalf of each of Parent, Merger Sub and the Company;

WHEREAS, each person set forth on Exhibit A hereto has agreed to execute a waiver in connection with this First Amendment; and

WHEREAS, each of Parent, Merger Sub and the Company desires to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual agreements specified in this First Amendment, Parent, Merger Sub and the Company hereby agree as follows:

1. Amendment of Section 1.6(e) of the Agreement. Section 1.6(e) of the Agreement is amended and restated in its entirety by the following:

“(e) **Stock Options; Employee Stock Purchase Plan.** At the Effective Time, all Assumed Options outstanding under the Option Plans shall be assumed by Parent in accordance with **Section 5.9(a)**. At the Effective Time, each Company Option that is either (A) held by any Person other than a current employee of the Company or any of its Subsidiaries or an employee of the Company who has terminated his or her employment within 90 days prior to the Effective Time (each such Company Option, a “**Non-Employee Option**”) or (B) has a per share exercise price greater than \$9.54, (each, an “**Out-of-the-Money Option**,” and together with the Non-Employee Options, the “**Cashed-Out Options**”), and, in each case, that is unexpired, unexercised and outstanding immediately prior to the Effective Time shall, on the terms and subject to the conditions set forth in this Agreement, terminate in its entirety at the Effective Time, and the holder of each Cashed-Out Option shall be entitled to receive therefor an amount of cash (rounded down to the nearest whole cent) equal to the product of (i) the number of shares of Company Common Stock that are subject to such Company Option and that are unexpired, unexercised and outstanding immediately prior to the Effective Time, and (ii) the excess, if any, of \$9.00 over the per share exercise price of such Company Option immediately prior to the Effective Time. Each Company Option that is held by a person set forth on Exhibit A hereto, has a per share exercise price greater than \$9.00 but less than or equal to \$9.54 and is unexpired, unexercised and outstanding immediately prior to the Effective Time shall be a “**Waived Option**.” At the Effective Time, each Waived Option shall be terminated without consideration therefor. Each Company Option that is unexpired, unexercised and outstanding immediately prior to the Effective Time and is neither a Cashed-Out Option nor a Waived Option shall be an “**Assumed Option**.” Rights outstanding under the ESPP and any other employee stock purchase plan of the Company shall be treated as set forth in **Section 5.9(c)**.”

2. Amendment of Index of Defined Terms. The Index of Defined Terms of the Merger Agreement is amended by deleting the reference to “Per Share Merger Consideration.”

3. Representations and Warranties. Each of the Company, Parent and Merger Sub represents and warrants that (i) it has the corporate power and authority to execute and deliver this First Amendment, (ii) this First Amendment has been duly and validly authorized by all necessary action of its Board of Directors, and (iii) this First Amendment has been duly and validly executed and delivered and, assuming due authorization and execution by the other parties hereto, constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.

4. No Other Modification. The Agreement shall not be modified by this First Amendment in any respect except as expressly set forth herein.

5. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

6. Counterparts. This First Amendment may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

7. Defined Terms. Capitalized terms used but not defined herein shall have the meaning assigned to them in the Agreement.

LEXAR MEDIA INC.

By: /s/ Michael Scarpelli  
Name: Michael Scarpelli  
Title: Chief Financial Officer and  
Executive Vice President

MICRON TECHNOLOGY, INC.

By: /s/ Steven R. Appleton  
Name: Steven R. Appleton  
Title: Chairman of the Board of Directors,  
Chief Executive Officer and  
President

By: /s/ W.G. Stover, Jr.  
Name: W.G. Stover, Jr.  
Title: President

**Exhibit A**

Eric B. Stang  
Petro Estakhri  
Eric S. Whitaker