UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

April 8, 2009
Date of Report (date of earliest event reported)

MICRON TECHNOLOGY, INC.
(Exact name of registrant as specified in its charter)

Delaware	**1-10658**	**75-1618004**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. 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 obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4c))

Item 1.01. Entry into a Material Definitive Agreement.

Convertible Senior Notes due October 15, 2013

On April 8, 2009, Micron Technology, Inc., a Delaware corporation ("Micron"), entered into an underwriting agreement (the "Note Underwriting Agreement") with Morgan Stanley & Co. Incorporated and Goldman, Sachs & Co., as representatives (the "Representatives") of the underwriters (collectively, the "Underwriters") to issue and sell $200 million aggregate principal amount of 4.25% Convertible Senior Notes due October 15, 2013 (the "Notes") in a public offering pursuant to a Registration Statement on Form S-3 (the "Registration Statement") and a related prospectus, including the related prospectus supplement, filed with the Securities and Exchange Commission. In addition, Micron granted the Underwriters an option to purchase up to an additional $30 million aggregate principal amount of Notes solely to cover over-allotments. On April 9, 2009, the Representatives exercised this option in full. Micron estimates that the net proceeds from the offering, including the exercise of the Underwriters' option to purchase the additional Notes, will be approximately $223.4 million, after deducting underwriting discounts and estimated offering expenses. The Note Underwriting Agreement is filed as Exhibit 1.1 to this Current Report on Form 8-K.

The Notes will be issued pursuant to an indenture with Wells Fargo Bank, National Association, as trustee.

Common Stock

On April 8, 2009, Micron also entered into an underwriting agreement (the "Common Stock Underwriting Agreement") with the Representatives of the Underwriters to issue and sell 60,240,000 shares of common stock, par value $0.10 per share (the "Common Stock"), of the Company in a public offering pursuant to the Registration Statement and a related prospectus, including the related prospectus supplement, filed with the Securities and Exchange Commission. In addition, Micron granted the Underwriters an option to purchase up to an additional 9,036,000 shares of Common Stock solely to cover over-allotments. On April 9, 2009, the Representatives exercised this option in full. Micron estimates that the net proceeds from the offering, including the exercise of the Underwriters' option to purchase the additional shares of Common Stock, will be approximately $275.7 million, after deducting underwriting discounts and estimated offering expenses. The Common Stock Underwriting Agreement is filed as Exhibit 1.2 to this Current Report on Form 8-K.

Capped Call Transactions

In connection with the offering of the Notes, the Company also entered into capped call transactions with the following entities affiliated with the Underwriters: one capped call transaction with Goldman, Sachs & Co. (the "Goldman Sachs Capped Call"), one capped call transaction with Morgan

Stanley & Co. International plc (the "Morgan Stanley Capped Call") and one capped call transaction with Deutsche Bank AG, London Branch (the "Deutsche Bank Capped Call" and collectively with the Goldman Sachs Capped Call and the Morgan Stanley Capped Call, the "Capped Calls"). The Capped Calls each have an initial strike price of approximately $5.08 per share, subject to certain adjustments, which matches the initial conversion price of the Notes. The Capped Calls have a cap price of $6.64 per share. The Capped Calls cover, subject to anti-dilution adjustments similar to those contained in the Notes, an approximate combined total of 45.2 million shares of Common Stock (after adjustment for the Underwriters' exercise of their over-allotment option pursuant to the Note Underwriting Agreement), of which amount the Goldman Sachs Capped Call covers 45%, the Morgan Stanley Capped Call covers 35% and the Deutsche Bank Capped Call covers 20%. The Capped Calls are intended to reduce the potential dilution upon conversion of the Notes. If, however, the market value per share of the Common Stock, as measured under the terms of the Capped Calls, exceeds the applicable cap price of the Capped Calls, there would be dilution to the extent that the then market value per share of the Common Stock exceeds the cap price. Micron paid approximately $24.7 million from the net proceeds from the issuance and sale of the Notes to purchase the Capped Calls. The Capped Calls expire in three and one-half years. The Goldman Sachs Capped Call is filed as Exhibit 10.1, the Morgan Stanley Capped Call is filed as Exhibit 10.2 and the Deutsche Bank Capped Call is filed as Exhibit 10.3 to this Current Report on Form 8-K.

The summary of the foregoing transactions is qualified in its entirety by reference to the text of the Note Underwriting Agreement, the Common Stock Underwriting Agreement and Capped Calls, which are included as exhibits hereto and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are filed herewith:

Exhibit No.	Description
1.1	Note Underwriting Agreement, dated as of April 8, 2009, by and among Micron Technology, Inc. and Morgan Stanley & Co. Incorporated and Goldman, Sachs & Co., as representatives of the underwriters.
1.2	Common Stock Underwriting Agreement, dated as of April 8, 2009, by and among Micron Technology, Inc. and Morgan Stanley & Co. Incorporated and Goldman, Sachs & Co., as representatives of the underwriters.
10.1	Capped Call Confirmation (Reference No. SDB1630322480), dated as of April 8, 2009, by and between Micron Technology, Inc. and Goldman, Sachs & Co.
10.2	Capped Call Confirmation (Reference No. CGPWK6), dated as of April 8, 2009, by and between Micron Technology, Inc. and Morgan Stanley & Co. International plc.
10.3	Capped Call Confirmation (Reference No. 325758), dated as of April 8, 2009, by and between Micron Technology, Inc. and Deutsche Bank AG, London Branch.

SIGNATURE

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 hereunto duly authorized.

MICRON TECHNOLOGY, INC.

Date: April 14, 2009

By: */s/ Ronald C. Foster*
Name: Ronald C. Foster
Title: Vice President of Finance and Chief Financial Officer

INDEX TO EXHIBITS FILED WITH THE CURRENT REPORT ON FORM 8-K DATED APRIL 14, 2009

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4.25% Convertible Senior Notes due October 15, 2013

Micron Technology, Inc.

UNDERWRITING AGREEMENT

To the Managers named in Schedule I hereto
for the Underwriters named in Schedule II hereto

April 8, 2009

Ladies and Gentlemen:

Micron Technology, Inc., a Delaware corporation (the "**Company**"), proposes to issue and sell to the several underwriters named in Schedule II hereto (the "**Underwriters**"), for whom you are acting as managers (the "**Managers**"), and for whom each of Goldman, Sachs & Co. and Morgan Stanley & Co. Incorporated is acting as representatives (the "**Representatives**"), the aggregate principal amount of its 4.25% Convertible Senior Notes due October 15, 2013 set forth in Schedule I hereto (the "**Firm Securities**") to be issued pursuant to the provisions of an indenture to be dated as of April 15, 2009 (the "**Indenture**") between the Company and Wells Fargo Bank, N.A., as trustee (the "**Trustee**"). The Company also proposes to issue and sell to the several Underwriters not more than an additional principal amount of its 4.25% Convertible Senior Notes due October 15, 2013 set forth in Schedule I hereto (the "Additional Securities"), if and to the extent that the Representatives shall have determined to exercise, on behalf of the Underwriters, the right to purchase such amount of securities granted to the Underwriters in Section 2 hereof. The Firm Securities and the Additional Securities are hereinafter collectively referred to as the "**Securities.**" The Securities are convertible into the Company's common stock, par value $0.10 per share (the **"Common Stock"**). The Common Stock into which the Securities are convertible are hereinafter collectively referred to as the "**Underlying Securities**". If the firm or firms listed on Schedule II hereto include only the Managers listed in Schedule I hereto, then the terms "Underwriters" and "Managers" as used herein shall each be deemed to refer to such firm or firms.

The Company has filed with the Securities and Exchange Commission (the "**Commission**") an automatic shelf registration statement on Form S-3 (No. 333-158473, including the preliminary prospectus or prospectuses relating to the registration of certain securities described therein, including the Securities and the Underlying Securities to be issued by the Company (such registration statement, including the amendments thereto that relate to the Securities, the exhibits and

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any schedules thereto, if any, and the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act of 1933, as amended (the "**Securities Act**"), at the time it became effective and including the Rule 430B Information (as defined below) is herein called the "**Registration Statement**"). The prospectus in the form in which it currently appears in the Registration Statement is hereinafter called the "**Base Prospectus**," and such supplemented form of prospectus relating to the Securities, in the form first used to confirm sales of the Securities (or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the Securities Act) (including the Base Prospectus as so supplemented), is hereinafter called the "**Prospectus**." The term "**preliminary prospectus**" means the Base Prospectus, as amended and supplemented by any preliminary prospectus supplement relating to the Securities filed with the Commission pursuant to Rule 424(b) under the Securities Act. Any information filed pursuant to Rule 430B and paragraph (b) of Rule 424 under the Securities Act as a supplement or supplements to the Base Prospectus included in the Registration Statement relating to the Securities and the plan of distribution for the Securities (the information included in such prospectus that was omitted from such registration statement at the time it became effective but that is deemed to be part of and included in such Registration Statement pursuant to Rule 430B is referred to as "**Rule 430B Information**." For purposes of this Agreement, "**free writing prospectus**" has the meaning set forth in Rule 405 under the Securities Act, "**Time of Sale Prospectus**" means the preliminary prospectus, dated as of April 7, 2009, together with the free writing prospectuses, if any, each identified in Schedule I hereto, and "**broadly available road show**" means a "bona fide electronic road show" as defined in Rule 433(h)(5) under the Securities Act that has been made available without restriction to any person. As used herein, the terms "Registration Statement," "Base Prospectus," "preliminary prospectus," "Time of Sale Prospectus" and "Prospectus" shall include the documents, if any, incorporated by reference therein prior to the completion of the distribution of the Securities. The terms "**supplement**," "**amendment**," and "**amend**" as used herein with respect to the Registration Statement, the Base Prospectus, the Prospectus, the Time of Sale Prospectus, any preliminary prospectus or free writing prospectus shall include all documents subsequently filed by the Company with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), that are deemed to be incorporated by reference therein.

The Company hereby agrees with each Underwriter as follows:

1. *Representations and Warranties*. The Company represents and warrants to and agrees with each of the Underwriters that:

(a) The Registration Statement has become effective; no stop order suspending the effectiveness of the Registration Statement is in effect, and no proceedings for such purpose are pending before or, to the knowledge of the Company, threatened by the Commission. The Company is a well-known

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seasoned issuer (as defined in Rule 405 under the Securities Act) eligible to use the Registration Statement as an automatic shelf registration statement and the Company has not received notice that the Commission objects to the use of the Registration Statement as an automatic shelf registration statement.

(b) (i) Each document, if any, filed or to be filed pursuant to the Exchange Act and incorporated by reference in the Time of Sale Prospectus or the Prospectus complied or will comply when so filed in all material respects with the Exchange Act and the applicable rules and regulations of the Commission thereunder, (ii) the Registration Statement, when it became effective, did not contain, and as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iii) the Registration Statement as of the date hereof does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iv) the Registration Statement and the Prospectus comply, and as

amended or supplemented, if applicable, will comply in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder, (v) the Time of Sale Prospectus does not, and at the time of each sale of the Securities in connection with the offering when the Prospectus is not yet available to prospective purchasers and at the Closing Date (as defined in Section 4), the Time of Sale Prospectus, as then amended or supplemented by the Company, if applicable, will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and each broadly available road show, if any, when considered together with the Time of Sale Prospectus, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and (vi) the Prospectus does not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this paragraph do not apply to statements or omissions in the Registration Statement, the Time of Sale Prospectus or the Prospectus based upon information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Managers expressly for use therein.

(c) The Company is not an "ineligible issuer" in connection with the offering pursuant to Rules 164, 405 and 433 under the Securities Act. Any free writing prospectus that the Company is required to file pursuant to Rule 433(d) under the Securities Act has been, or will be, filed with the Commission in accordance with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Each free writing prospectus that the Company has filed, or is required to file, pursuant to Rule 433(d) under the

Securities Act or that was prepared by or on behalf of or used or referred to by the Company complies or will comply in all material respects with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Except for the free writing prospectuses, if any, identified in Schedule I hereto forming part of the Time of Sale Prospectus, and electronic road shows, if any, each furnished to the Representatives before first use, the Company has not prepared, used or referred to, and will not, without your prior consent, prepare, use or refer to, any free writing prospectus.

(d) The Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the State of Delaware, has the corporate power and authority to own its property and to conduct its business as described in the Time of Sale Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction identified on Schedule III hereto in which the conduct of its business requires such qualification or is subject to material liability or disability by reason of failure to be so qualified in any such jurisdiction.

(e) This Agreement has been duly authorized, executed and delivered by the Company.

(f) The Company has an authorized capitalization as set forth in the Time of Sale Prospectus and all of the shares of Common Stock outstanding prior to the issuance of the Securities have been duly authorized and are validly issued, fully paid and non-assessable and conform in all material respects to the description thereof contained in the Time of Sale Prospectus.

(g) The Securities have been duly authorized and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters in accordance with the terms of this Agreement (assuming due authentication by the Trustee in the manner described in the Indenture), will be valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and equitable principles of general applicability, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity) (collectively, the "**Enforceability Exceptions**"), and will be entitled to the benefits of the Indenture.

(h) The Underlying Securities issuable upon conversion of the Securities have been duly authorized and reserved and, when issued upon conversion of the Securities in accordance with the terms of the Securities and the Indenture, will be validly issued, fully paid and non-assessable, the issuance of the Underlying Securities will not be subject to any preemptive or similar rights and will conform in all material respects to the description thereof contained in each of the Time of Sale Prospectus and the Prospectus.

(i) The Indenture has been duly authorized and, when executed and delivered by the Company, assuming the due authorization, execution and delivery thereof by the other parties thereto, is a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, subject to the Enforceability Exceptions; and the Securities and the Indenture will conform in all material respects to the descriptions thereof in the Time of Sale Prospectus and the Prospectus.

(j) The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement, the Indenture and the Securities will not conflict with or result in a breach of or violation of any of the terms or provisions of or constitute a default under any agreement or other instrument binding upon the Company or any of its subsidiaries, except where such breach, violation or default would not have a material adverse effect on the Company's ability to perform its obligations under this Agreement, nor will such action result in any violation of (i) the provisions of the Certificate of Incorporation or By-laws of the Company or (ii) any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any subsidiary or, to the Company's knowledge, any applicable statute, except in the case of (ii) above, where such violation would not have a material adverse effect on the Company's ability to perform its obligations under this Agreement; and no consent, approval, authorization or order of, or qualification with, any governmental body or agency is required for the performance by the Company of its obligations under this Agreement, the Indenture and the Securities, except for those that have been, or will have been prior to the Closing Date, obtained, such as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the Securities, and with respect to the approval of the listing of the Underlying Securities on the New York Stock Exchange, except, where the failure to obtain such consents, individually or in the aggregate, would not have a material adverse effect on the offering of the Securities.

(k) There has not occurred any material adverse change, or any development that could reasonably be expected to cause a prospective material adverse change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Time of Sale Prospectus.

(l) Other than as set forth in the Time of Sale Prospectus, (i) there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or to which any of the properties of the Company or any of its subsidiaries is subject which would individually or in the aggregate reasonably be expected to have a material adverse effect on the business, properties, financial condition or results of operation of the Company and its subsidiaries taken as a whole ("**Material Adverse Effect**"); and (ii) to the Company's knowledge, no such proceedings are threatened by governmental authorities or by others.

(m) Each preliminary prospectus filed as part of the registration statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 under the Securities Act, complied when so filed in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder.

(n) The Company is not, and after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Prospectus will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(o) The Company and its subsidiaries have obtained any permits, consents and authorizations required to be obtained by them under laws or regulations relating to the protection of the environment or concerning the handling, storage, disposal or discharge of toxic materials (collectively "**Environmental Laws**"), and any such permits, consents and authorizations remain in full force and effect. The Company and its subsidiaries are in compliance with the Environmental Laws in all material respects, and there is no pending or, to the Company's knowledge, threatened, action or proceeding against the Company and its subsidiaries alleging violations of the Environmental Laws.

(p) There are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a registration statement under the Securities Act with respect to any securities of the Company or to require the Company to include such securities with the Securities registered pursuant to the Registration Statement.

(q) The Company and its subsidiaries own or possess or can acquire on commercially reasonable terms adequate licenses or other rights to use all patents, trademarks, service marks, trade names, copyrights, mask work rights, technology and know how necessary to conduct the business now or proposed to be conducted by the Company and its subsidiaries as described in the Time of Sale Prospectus, except where the failure to own, possess or acquire such rights would not reasonably be expected to have a material adverse effect, and except as disclosed in the Time of Sale Prospectus, the Company has not received any notice of infringement of or conflict with (and knows of no such infringement of or conflict with) asserted rights of others with respect to any patents, trademarks, service marks, trade names, copyrights, mask work rights or know how which would be reasonably likely to result in a Material Adverse Effect upon the Company and its subsidiaries.

(r) The statements set forth in each of the Time of Sale Prospectus and the Prospectus under the caption "Description of Notes," insofar as they purport to constitute a summary of the terms of the Indenture and the Securities and under the caption "Description of Capital Stock," insofar as they purport to constitute a summary of the terms of the Underlying Securities, fairly summarize such terms in all material respects.

(s) PricewaterhouseCoopers LLP, who have audited certain financial statements of the Company and its subsidiaries, and have audited the Company's internal control over financial reporting, are the independent registered public accounting firm for the Company as required by the Act and the rules and regulations of the Commission thereunder;

(t) The Company maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) that complies with the requirements of the Exchange Act and has been designed by the Company's principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America. Except as disclosed in the Time of Sale Prospectus, the Company's internal control over financial reporting was effective as of August 28, 2008 and the Company is not aware of any material weaknesses in its internal control over financial reporting;

(u) Except as disclosed in the Time of Sale Prospectus, since the date of the latest audited financial statements included or incorporated by reference in the Time of Sale Prospectus, there has been no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting;

(v) The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act) that comply with the requirements of the Exchange Act; such disclosure controls and procedures have been designed to ensure that material information relating to the Company and its subsidiaries is made known to the Company's principal executive officer and principal financial officer by others within those entities; and such disclosure controls and procedures were effective as of the quarter ended March 5, 2009.

2. *Agreements to Sell and Purchase.* The Company hereby agrees to sell to the several Underwriters, and each Underwriter, upon the basis of the representations and warranties herein contained, but subject to the conditions hereinafter stated, agrees, severally and not jointly to purchase from the Company the respective principal amount of Firm Securities set forth in Schedule II hereto opposite its name at the purchase price of 97.25% of the principal amount thereof (the "**Purchase Price**"), plus accrued interest, if any, from April 15, 2009, to the Closing Date.

On the basis of the representations and warranties contained in this Agreement, and subject to its terms and conditions, the Company agrees to sell to the Underwriters the Additional Securities, and the Underwriters shall have the right to purchase, severally and not jointly, up to the aggregate principal amount of Additional Securities set forth in Schedule II hereto at the Purchase Price, plus accrued interest, if any, from the Closing Date to the Option Closing Date. The

Representatives may exercise this right on behalf of the Underwriters in whole or from time to time in part by giving written notice not later than 30 days after the date of the Prospectus. Any exercise notice shall specify the aggregate principal amount of Additional Securities to be purchased by the Underwriters and the date on which such securities are to be purchased. Each purchase date must be at least two business days after the written notice is given, unless waived in writing by the Company, and may not be earlier than the closing date for the Firm Securities nor later than ten business days after the date of such notice. Additional Securities may be purchased as provided in Section 4 hereof solely for the purpose of covering over-allotments made in connection with the offering of the Firm Securities. On each day, if any, that Additional Securities are to be purchased (an "**Option Closing Date**"), each Underwriter agrees, severally and not jointly, to purchase the aggregate principal amount of Additional Securities (subject to such adjustments to eliminate fractional Securities as the Representatives may determine), that bears the same proportion to the total aggregate principal amount of Additional Securities to be purchased on such Option Closing Date as the aggregate principal amount of Firm Securities set forth in Schedule II hereto opposite the name of such Underwriter bears to the total aggregate principal amount of Firm Securities.

3. *Public Offering*. The Company is advised by you that the Underwriters propose to make a public offering of their respective portions of the Securities as soon after the Registration Statement and this Agreement have become effective as in your judgment is advisable. The Company is further advised by you that the Securities are to be offered to the public upon the terms set forth in the Prospectus.

4. *Payment and Delivery.* Payment for the Firm Securities shall be made to the Company in Federal or other funds immediately available to the account specified by the Company to the Representatives at the office of Wilson Sonsini Goodrich & Rosati, Professional Corporation, 650 Page Mill Road, Palo Alto, California, at 7:00 a.m., California time, on April 15, 2009, or at such other time on the same or such other date, not later than the fifth business day thereafter, as may be mutually agreed in writing by the Representatives and the Company. The time and date of such payment are hereinafter referred to as the "**Closing Date**."

Payment for any Additional Securities shall be made to the Company in Federal or other funds immediately available to the account specified by the Company to the Representatives on the date specified in the corresponding notice described in Section 2 or at such other time on the same or on such other date, in any event not later than the tenth business day thereafter, as may be designated in writing by the Representatives.

The Firm Securities and the Additional Securities shall be registered in such names and in such denominations as the Representatives shall request in writing not later than one full business day prior to the Closing Date or the

applicable Option Closing Date, as the case may be, for the respective accounts of the several Underwriters.

5. *Conditions to the Underwriters' Obligations*. The several obligations of the Underwriters are subject to the following conditions:

(a) Subsequent to the execution and delivery of this Agreement and prior to the Closing Date or the applicable Option Closing Date:

(i) there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any of the debt securities of the Company by any "nationally recognized statistical rating organization," as such term is defined for purposes of Rule 436(g)(2) under the Securities Act; and

(ii) there shall not have occurred any material change, or any development involving a prospective Material Adverse Effect, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Time of Sale Prospectus as of the date of this Agreement that, in your judgment, is so material and adverse and that makes it, in your judgment, impracticable to market the Securities on the terms and in the manner contemplated in the Time of Sale Prospectus.

(b) The Underwriters shall have received on the Closing Date and each Option Closing Date, if any, a certificate, dated the Closing Date or applicable Option Closing Date, as the case may be, and signed by the chief executive officer or the chief financial officer of the Company, to the effect set forth in Section 5(a)(i) above and to the effect that the representations and warranties of the Company contained in this Agreement are (i) true and correct in all material respects (other than representations and warranties qualified by materiality, in which case such representations shall be true and correct in all respects) as of the Closing Date with the same effect as if made on such delivery date or applicable Option Closing Date, as the case may be, (ii) that the Company has complied in all material respects with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before the Closing Date or applicable Option Closing Date, as applicable, and (iii) since the date of the most recent financial statements included in the Time of Sale Prospectus, there has been no material adverse change in the financial condition, earnings, business or properties of the Company and its subsidiaries, taken as a whole, except as set forth or contemplated in the Time of Sale Prospectus.

The officer signing and delivering such certificate may rely upon the best of his or her knowledge as to proceedings threatened.

(c) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Securities Act within the applicable time period prescribed for such filing by the rules and regulations under the Securities Act; the final term sheet substantially in the form of Schedule I hereto, and any material required to be filed by the Company pursuant to Rule 433(d) under the Securities Act, shall have been filed with the Commission within the applicable time periods prescribed for such filings by Rule 433; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or, to the Company's knowledge, threatened by the Commission and no notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act shall have been received; no stop order suspending or preventing the use of the Prospectus or any issuer free writing prospectus shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to the Representatives' reasonable satisfaction.

(d) The Underwriters shall have received on the Closing Date and each Option Closing Date, as the case may be, an opinion of Wilson Sonsini Goodrich & Rosati, Professional Corporation, outside counsel for the Company, dated the Closing Date and each Option Closing Date, as the case may be, in the form attached hereto as Exhibit B;

(e) The Underwriters shall have received on the Closing Date and each Option Closing Date, as the case may be, an opinion of Roderic W. Lewis, the Company's General Counsel, dated the Closing Date and each Option Closing Date, as the case may be, in substantially the form attached hereto as Exhibit C;

(f) The Underwriters shall have received on the Closing Date and each Option Closing Date, as the case may be, an opinion of Simpson Thacher & Bartlett, LLP, counsel for the Underwriters, dated the Closing Date and each Option Closing Date, as the case may be, in form and substance reasonably satisfactory to the Underwriters;

(g) The Underwriters shall have received, on each of the date hereof, the Closing Date and each Option Closing Date, if any, a letter dated the date hereof, the Closing Date or applicable Option Closing Date, as the case may be, in form and substance satisfactory to the Underwriters, from PricewaterhouseCoopers LLP, independent public accountants, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement, the Time of Sale Prospectus and the Prospectus.

(h) The "lock-up" agreements, each substantially in the form of Exhibit A hereto, between the Representatives and certain officers and directors of the Company named in Schedule IV hereto relating to sales and certain other dispositions of Securities, Common Stock or certain other securities shall be in full force and effect on the Closing Date.

(i) Prior to the Closing Date the Company shall have received all waivers or consents under any agreement or other instrument binding upon the Company or any of its subsidiaries, including any indenture, mortgage, deed of trust, loan agreement, stockholder agreement or other agreement that is material to the Company and its subsidiaries, taken as a whole, that are necessary for the issuance of the Securities and the performance by the Company of its obligations under this Agreement, the Indenture and the Securities.

The several obligations of the Underwriters to purchase Additional Securities hereunder are subject to the delivery to you on the applicable Option Closing Date of such documents as you may reasonably request with respect to the good standing of the Company, the due authorization and issuance of the Additional Securities to be sold on such Option Closing Date and other matters related to the issuance of such Additional Securities.

6. *Covenants of the Company*. The Company covenants with each Underwriter as follows:

(a) To furnish to the Representatives, without charge, a signed copy of the Registration Statement (including exhibits thereto and documents incorporated by reference therein) and to deliver to each of the Underwriters during the period mentioned in Section 6(e) or 6(f) below, as many copies of the Time of Sale Prospectus, the Prospectus, any documents incorporated by reference therein and any supplements and amendments thereto or to the Registration Statement as the Representatives may reasonably request.

(b) Before amending or supplementing the Registration Statement, the Time of Sale Prospectus or the Prospectus, to furnish to you a copy of each such proposed amendment or supplement and not to file any such proposed amendment or supplement to which you reasonably object, except as may be required by applicable law, and to file with the Commission within the applicable period specified in Rule 424(b) under the Securities Act any prospectus required to be filed pursuant to such Rule.

(c) To furnish to you a copy of each proposed free writing prospectus to be prepared by or on behalf of, used by, or referred to by the Company and not to use or refer to any proposed free writing prospectus to which the Representatives reasonably object.

(d) Not to take any action that would result in an Underwriter or the Company being required to file with the Commission pursuant to Rule 433(d)

under the Securities Act a free writing prospectus prepared by or on behalf of the Underwriters that the Underwriters otherwise would not have been required to file thereunder.

(e) If the Time of Sale Prospectus is being used to solicit offers to buy the Securities at a time when the Prospectus is not yet available to prospective purchasers and any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Time of Sale Prospectus in order to make the statements therein, in the light of the circumstances, not misleading, or if any event shall occur or condition exist, as a result of which the Time of Sale Prospectus conflicts with the information contained in the Registration Statement then on file, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Time of Sale Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to any dealer upon request, either amendments or supplements to the Time of Sale Prospectus so that the statements in the Time of Sale Prospectus as so amended or supplemented will not, in the light of the circumstances when delivered to a prospective purchaser, be misleading or so that the Time of Sale Prospectus, as amended or supplemented, will no longer conflict with the Registration Statement, or so that the Time of Sale Prospectus, as amended or supplemented, will comply with applicable law.

(f) If, during such period after the first date of the public offering of the Securities and prior to the completion of the distribution of the Securities by the Underwriters, the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is required by law to be delivered in connection with sales by an Underwriter or dealer, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, not misleading, or if it is necessary to amend or supplement the Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to the dealers (whose names and

addresses you will furnish to the Company) to which Securities may have been sold by you on behalf of the Underwriters and to any other dealers upon request, either amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, be misleading or so that the Prospectus, as amended or supplemented, will comply with applicable law.

(g) To endeavor to qualify the Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions within the United States as the Representatives shall reasonably request in writing prior to the Closing Date, provided that in connection therewith the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of process in

any jurisdiction or subject itself to taxation in respect of doing business in any jurisdiction in which it is otherwise not so subject.

(h) To make generally available to the Company's security holders and to you as soon as practicable an earning statement covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the date of this Agreement which shall satisfy the provisions of Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder.

(i) Whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, to pay or cause to be paid all expenses incident to the performance of its obligations under this Agreement, including: (i) the fees, disbursements and expenses of the Company's counsel and the Company's accountants in connection with the registration and delivery of the Securities under the Securities Act and all other fees or expenses in connection with the preparation and filing of the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, any free writing prospectus prepared by or on behalf of, used by, or referred to by the Company and amendments and supplements to any of the foregoing, including the filing fees payable to the Commission relating to the Securities (within the time required by Rule 456 (b)(1), if applicable), all printing costs associated therewith, and the mailing and delivering of copies thereof to the Underwriters and dealers, in the quantities hereinabove specified, (ii) the cost of printing or producing any Blue Sky or Legal Investment memorandum in connection with the offer and sale of the Securities under state securities laws and all expenses in connection with the qualification of the Securities for offer and sale under state securities laws as provided in Section 6(f) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky or Legal Investment memorandum, (iii) all filing fees and the reasonable fees and disbursements of counsel to the Underwriters incurred in connection with the review and qualification of the offering of the Securities by the Financial Industry Regulatory Authority, (iv) the cost of printing certificates representing the Securities, (v) the costs and charges of any transfer agent, registrar or depositary, (vi) the costs and expenses of the Company relating to investor presentations on any "road show" undertaken in connection with the marketing of the offering of the Securities, including, without limitation, expenses associated with the preparation or dissemination of any electronic roadshow, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations with the prior approval of the Company, travel and lodging expenses of the representatives and officers of the Company and any such consultants, and the cost of any aircraft chartered in connection with the road show, the document production charges and expenses associated with printing this Agreement and (vii) all other costs and expenses incident to the performance of the obligations of the Company hereunder for

which provision is not otherwise made in this Section. It is understood, however, that except as provided in this Section, Section 8 entitled "Indemnity and Contribution" and the last paragraph of Section 10 below, the Underwriters will pay all of their costs and expenses, including fees and disbursements of their counsel, stock transfer taxes payable on resale of any of the Securities by them and any advertising expenses connected with any offers they may make.

(j) During the period beginning on the date hereof and continuing to and including the Closing Date, not to offer, sell, contract to sell or otherwise dispose of any debt securities of the Company or warrants to purchase or otherwise acquire debt securities of the Company substantially similar to the Securities (other than (i) the Securities, (ii) commercial paper issued in the ordinary course of business, or (iii) securities or warrants permitted with the prior written consent of each of the Representatives.

(k) To prepare a final term sheet relating to the offering of the Securities, containing only information that describes the final terms of the offering in a form consented to by the Managers, and to file such final term sheet within the period required by Rule 433(d)(5)(ii) under the Securities Act following the date the final terms have been established for the offering of the Securities.

(l) To use commercially reasonable efforts to list the Underlying Securities issuable upon conversion of the Securities on the New York Stock Exchange or another U.S. national securities exchange or established automated over-the-counter trading market in the United States of America.

(m) To use the net proceeds received by it from the sale of the Securities pursuant to this Agreement in the manner specified in the Time of Sale Prospectus under the caption "Use of Proceeds."

(n) To reserve and keep available at all times, free of preemptive rights, shares of Underlying Securities for the purpose of enabling the Company to satisfy any obligation to issue shares of its Underlying Securities upon conversion of the Securities.

(o) The Company also covenants with each Underwriter that, without the prior written consent of each of the Representatives, it will not, for the period of ninety (90) days from the date of this Agreement, (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise or

(3) file any registration statement with the Commission relating to the offering of any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock. The foregoing sentence shall not apply to (a) the Securities to be sold hereunder, (b) the issuance by the Company of shares of Common Stock upon the exercise of an option or warrant or the conversion of a security outstanding on the date hereof of which the Underwriters have been advised in writing, (c) any grants under the Company's equity or stock plans in accordance with the terms of such plans as described in the Time of Sale Prospectus, (d) Common Stock or rights to receive Common Stock (including securities convertible into or exercisable or exchangeable for Common Stock) issued or contemplated to be issued in connection with an acquisition or a strategic or minority investment transaction with a customer, supplier or other business partner (or a person that becomes a business partner in connection with such a transaction) provided that the aggregate number of shares of Common Stock issued in or issuable upon the exercise of rights to receive shares of Common Stock granted in such transactions in the aggregate shall not exceed five percent (5%) of the Company's outstanding Common Stock as of the Closing Date (it being understood that shares issued or issuable pursuant to clause (e) below shall not count against such five percent (5%) limit), (e) Common Stock or rights to receive Common Stock (including securities convertible into or exercisable or exchangeable for Common Stock) issued or contemplated to be issued in connection with an acquisition or a strategic or minority investment transaction with a customer, supplier or other business partner (or a person that becomes a business partner in connection with such a transaction), provided that, prior to or concurrently with execution of any binding agreement providing for the issuance of any such shares or rights, the entity that is issued or to be issued such Common Stock or rights to receive such Common Stock pursuant to such agreement agrees with the Company that from the date of such agreement until a date that is at least 90 days after the date of this Agreement such entity and its controlled affiliates will be subject to restrictions at least as restrictive as those set forth in the form of "lock-up" agreement attached as Exhibit A hereto solely with respect to such Common Stock received or rights to receive such Common Stock (and not with respect to other Common Stock or rights to receive Common Stock then owned or thereafter acquired by such entity or its controlled affiliates), provided, that transfers among a party to such agreements and its controlled affiliates and among controlled affiliates will be permitted and that the exceptions provided for in the agreement attached as Exhibit A shall only apply if the party relying on such exception is an individual), (f) the concurrent issuance of shares of Common Stock as described in the Time of Sale Prospectus, or (g) the capped call transactions described in the Time of Sale Prospectus. The Company agrees that, prior to the date that is 90 days after the date of this Agreement, without the prior written consent of each of the Representatives, it will not waive any of the restrictions set forth in any of the lock-up agreements that qualify an issuance for the exception set forth in clause (e) of the preceding sentence.

7. *Covenants of the Underwriters*. Each Underwriter severally covenants with the Company not to take any action that would result in the Company being required to file with the Commission under Rule 433(d) a free writing prospectus prepared by or on behalf of such Underwriter that otherwise would not be required to be filed by the Company thereunder, but for the action of the Underwriter.

8. *Indemnity and Contribution.* (a) The Company agrees to indemnify and hold harmless each Underwriter, the directors, officers, employees and agents of the Underwriters and each person, if any, who controls any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act and each affiliate of any Underwriter within the meaning of Rule 405 under the Securities Act from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereof, any preliminary prospectus, the Time of Sale Prospectus, any issuer free writing prospectus as defined in Rule 433(h) under the Securities Act, any Company information that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act, or the Prospectus or any amendment or supplement thereto, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, (and other than with respect to the Registration Statement, in light of the circumstances in which they were made) not misleading, except insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use therein.

(b) Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, each of its directors, officers who sign the Registration Statement, employees and agents and each person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Company to such Underwriter, but only with reference to information relating to such Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, any issuer free writing prospectus or the Prospectus or any amendment or supplement thereto.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 8(a) or 8(b), such person (the "**indemnified party**") shall promptly notify the person against whom such indemnity may be sought (the "**indemnifying party**") in writing and the indemnifying party, upon request of the

indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel, (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them, or (iii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such indemnified parties and that all such fees and expenses shall be reimbursed as they are incurred. Such firm shall be designated in writing by the Representatives in the case of parties indemnified pursuant to Section 8(a), and by the Company, in the case of parties indemnified pursuant to Section 8(b). The indemnifying party shall not be liable for any settlement of any proceeding effected without its prior written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such

indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding and does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) To the extent the indemnification provided for in Section 8(a) or 8(b) is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other hand from the offering of the Securities or (ii) if the allocation provided by clause 8(d)(i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause 8(d)(i) above but also the relative fault of the

Company on the one hand and of the Underwriters on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other hand in connection with the offering of the Securities shall be deemed to be in the same respective proportions as the net proceeds from the offering of the Securities (before deducting expenses) received by the Company and the total underwriting discounts and commissions received by the Underwriters bear to the aggregate public offering price of the Securities set forth in the Prospectus. The relative fault of the Company on the one hand and the Underwriters on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Underwriters' respective obligations to contribute pursuant to this Section 8 are several in proportion to the respective principal amount of Securities they have purchased hereunder, and not joint.

(e) The Company and the Underwriters agree that it would not be just or equitable if contribution pursuant to this Section 8 were determined by *pro rata* allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in Section 8(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in Section 8(d) shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 8, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 8 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

(f) The indemnity and contribution provisions contained in this Section 8 and the representations, warranties and other statements of the Company contained in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Underwriter, any person controlling any Underwriter or any director, officer, employee, agent or affiliate of any Underwriter or by or

on behalf of the Company, its officers, directors, employees, agents, or any person controlling the Company and (iii) acceptance of and payment for any of the Securities.

9. *Termination.* The Underwriters may terminate this Agreement by notice given by the Representatives to the Company, if after the execution and delivery of this Agreement and prior to the Closing Date (a) trading generally shall have been suspended or materially limited on, or by, as the case may be, any of the New York Stock Exchange, the NASDAQ Global Market, the Chicago Board of Options Exchange, the Chicago Mercantile Exchange or the Chicago Board of Trade, (b) trading of any securities of the Company shall have been suspended on any exchange, (c) a material disruption in securities settlement, payment or clearance services in the United States shall have occurred, (d) any moratorium on commercial banking activities shall have been declared by Federal or New York or Idaho State authorities or (e) there shall have occurred any outbreak or escalation of hostilities, or any change in financial markets or any calamity or crisis that, in the Representatives' judgment, is material and adverse and which, singly or together with any other event specified in this clause 9, makes it, in the Representatives' judgment, impracticable or inadvisable to proceed with the offer, sale or delivery of the Securities on the terms and in the manner contemplated in the Time of Sale Prospectus or the Prospectus.

10. *Effectiveness; Defaulting Underwriters*. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

If, on the Closing Date or an Option Closing Date, as the case may be, any one or more of the Underwriters shall fail or refuse to purchase Securities that it has or they have agreed to purchase hereunder on such date, and the aggregate principal amount of Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one tenth of the aggregate principal amount of the Securities to be purchased on such date, the other Underwriters shall be obligated severally in the proportions that the principal amount of Firm Securities set forth opposite their respective names in Schedule II bears to the aggregate principal amount of Firm Securities set forth opposite the names of all such non defaulting Underwriters, or in such other proportions as the Representatives may specify, to purchase the Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date; provided that in no event shall the principal amount of Securities that any Underwriter has agreed to purchase pursuant to this Agreement be increased pursuant to this Section 10 by an amount in excess of one ninth of such principal amount of Securities without the written consent of such Underwriter. If, on the Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Firm Securities and the aggregate principal amount of Firm Securities with respect to which such default occurs is more than one tenth of the aggregate principal amount of Firm Securities to be purchased on such date, and arrangements satisfactory to the Representatives and the Company for the purchase of such Firm Securities are not made within 36 hours after such default,

this Agreement shall terminate without liability on the part of any non defaulting Underwriter or the Company. In any such case either the Representatives or the Company shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement, in the Time of Sale Prospectus, in the Prospectus or in any other documents or arrangements may be effected. If, on an Option Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Additional Securities and the aggregate principal amount of Additional Securities with respect to which such default occurs is more than one tenth of the aggregate principal amount of Additional Securities to be purchased on such Option Closing Date, the non-defaulting Underwriters shall have the option to (i) terminate their obligation hereunder to purchase the Additional Securities to be sold on such Option Closing Date or (ii) purchase not less than the aggregate principal amount of Additional Securities that such non-defaulting Underwriters would have been obligated to purchase in the absence of such default. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

If this Agreement shall be terminated by the Underwriters, or any of them, because of any failure or refusal on the part of the Company to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Company shall be unable to perform its obligations under this Agreement, the Company will reimburse the Underwriters or such Underwriters as have so terminated this Agreement with respect to themselves, severally, for all out-of-pocket expenses (including the fees and disbursements of their counsel) reasonably incurred by such Underwriters in connection with this Agreement or the offering contemplated hereunder.

11. *Entire Agreement*. (a) This Agreement, together with any contemporaneous written agreements and any prior written agreements (to the extent not superseded by this Agreement) that relate to the offering of the Securities, represents the entire agreement between the Company and the Underwriters with respect to the preparation of any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, the conduct of the offering, and the purchase and sale of the Securities.

(b) The Company acknowledges that in connection with the offering of the Securities: (i) the Underwriters have acted at arms length, are not agents of, and owe no fiduciary duties to, the Company or any other person, (ii) the Underwriters owe the Company only those duties and obligations set forth in this Agreement and prior written agreements (to the extent not superseded by this Agreement), if any, and (iii) the Underwriters may have interests that differ from those of the Company. The Company waives to the full extent permitted by applicable law any claims it may have against the Underwriters arising from an alleged breach of fiduciary duty in connection with the offering of the Securities.

12. *Counterparts*. This Agreement may be signed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

13. *Applicable Law*. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

14. *Headings*. The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

15. *Notices*. All communications hereunder shall be in writing and effective only upon receipt and (a) if to the Underwriters shall be delivered, mailed or sent to each of the Representatives, Morgan Stanley & Co. Incorporated, 1585 Broadway, New York, New York, 10036, Attention: Registration Department; and Goldman, Sachs & Co., 85 Broad Street, New York, New York, 10044, Attention: Registration Department, with a copy to Simpson Thacher & Bartlett LLP, 2550 Hanover Street, Palo Alto, California 94304, Attention: William H. Hinman, Jr. and Louis Lehot, Fax: (650) 251-5002; and (b) if to the Company shall be delivered, mailed or sent to Micron Technology, Inc., 8000 South Federal Way, Boise, Idaho 83716, Attention: General Counsel, Fax: (208) 368-4540, with a copy to Wilson Sonsini Goodrich & Rosati, Professional Corporation, 650 Page Mill Road, Palo Alto, California 94304, Attention: John A. Fore, Fax: (650) 493-6811.

Very truly yours,

MICRON TECHNOLOGY, INC.

By: */s/ Ronald Foster*
Name: Ronald Foster
Title: Vice President of Finance and Chief Financial Officer

Accepted as of the date hereof

MORGAN STANLEY & CO. INCORPORATED
GOLDMAN, SACHS & CO.

Acting severally on behalf of themselves and the several
Underwriters named in Schedule II hereto

By: MORGAN STANLEY & CO. INCORPORATED

By: */s/ John Tyree*
Name: John Tyree
Title: Managing Director

By: */s/ Goldman, Sachs & Co.*
(Goldman, Sachs & Co.)

SCHEDULE I

Final Term Sheet

Micron Technology, Inc.
$200,000,000
aggregate principal amount of its
4.25% Convertible Senior Notes due October 15, 2013

This term sheet to the preliminary prospectus supplement dated April 7, 2009 should be read together with the preliminary prospectus supplement before making a decision in connection with an investment in the securities. The information in this term sheet supersedes the information contained in the preliminary prospectus supplement to the extent that it is inconsistent therewith. Terms used but not defined herein have the meaning ascribed to them in the preliminary prospectus supplement.

Issuer:	Micron Technology, Inc. (NYSE: MU)
Issue:	4.25% Convertible Senior Notes due October 15, 2013
Maturity date:	October 15, 2013, unless earlier converted, repurchased or redeemed
Interest rate:	4.25% per annum
Interest payment dates:	April 15 and October 15 of each year, beginning on October 15, 2009
Aggregate principal amount offered:	$200 million
Over-allotment option:	$30 million
Underwriting discount:	2.75%
Issue price:	100% of the principal amount of the notes, plus accrued interest, if any, from the Closing Date
Public Offering Price in Concurrent Common Stock Offering	$4.15
Last reported sale price of the Issuer's common stock on the NYSE:	$4.28 (April 8, 2009)
Conversion premium:	Approximately 22.50% above the Public Offering Price in the Concurrent Common Stock Offering
Initial conversion price:	Approximately $5.08 per share of common stock (subject to

	adjustment)
Conversion rate:	196.7052 shares of common stock per $1,000 principal amount of notes (subject to adjustment)
Pricing Date/Closing Date:	April 8, 2009/April 15, 2009
CUSIP/ISIN/ISSUE DESCRIPTION:	595112 AJ2/US595112AJ29/SR NT CONV
Ranking:	Senior unsecured; structurally subordinated to subsidiary debt
Listing:	None
Joint book-running managers:	Morgan Stanley & Co. Incorporated and Goldman, Sachs & Co.
Co-manager:	Deutsche Bank Securities Inc.
Use of proceeds:	The net proceeds from the offering, after deducting the underwriters' discounts and estimated offering expenses payable by the Issuer of approximately $5.8 million, will be approximately $194.2 million (or approximately $223.4 million if the underwriters exercise their over-allotment option in full). The Issuer intends to use a portion of the net proceeds of this offering to pay approximately $21.5 million for the cost of capped call transactions that the Issuer entered into with the counterparties

thereto in respect of an aggregate of approximately 39.3 million shares of the Issuer's common stock. The capped call transactions were entered into with cap prices of 60% higher than the public offering price of the Issuer's common stock in the concurrent public offering of common stock. If the underwriters exercise their option to purchase additional notes to cover over-allotments, the Issuer intends to use approximately $3.2 million of the net proceeds from the sale of the additional notes to enter into additional capped call transactions with respect to 5.9 million additional shares of the Issuer's common stock.

The remaining net proceeds from this offering of approximately $172.7 million (or approximately $198.7 million if the underwriters exercise their over-allotment option in full) will be used for general corporate purposes, including working capital, capital expenditures, potential acquisitions and strategic transactions. From time to time, the Issuer evaluates potential acquisitions and strategic transactions of businesses, technologies or products. Currently, however, the Issuer does not have any agreements

with respect to any material acquisitions or strategic transactions.

Adjustment to conversion rate upon a make-whole change in control:

Holders who convert their notes in connection with a make-whole change in control will be, under certain circumstances, entitled to a make-whole premium in the form of an increase in the conversion rate for notes surrendered for conversion in connection with such make-whole change in control. The following table sets forth the stock price, effective date and number of make-whole shares to be added to the conversion rate per $1,000 principal amount of the notes.

Stock Price

Effective Date	$ 4.15	$ 4.25	$ 4.50	$ 5.00	$ 6.00	$ 8.00	$ 10.00	$ 12.50	$ 15.00	$ 17.50	$ 20.00	$ 25.00	$ 30.00	$ 35.00	$ 40.00	$ 50.00
04/15/2009	44.2587	42.6889	38.9362	32.8178	24.6846	16.1268	11.7457	8.6265	6.7115	5.4057	4.4591	3.1751	2.3486	1.7768	1.3621	0.8121
10/15/2009	44.2587	41.8557	37.8988	31.6282	23.4394	15.0080	10.8406	7.9357	6.1619	4.9641	4.0937	2.9110	2.1464	1.6149	1.2282	0.7148
10/15/2010	44.2587	40.0773	35.7428	28.9663	20.4353	12.4327	8.7957	6.3987	4.9787	4.0226	3.3268	2.3757	1.7550	1.3203	1.0020	0.5756
10/15/2011	44.2587	39.5301	33.3703	25.6053	16.3823	9.0456	6.2629	4.5730	3.5868	2.9163	2.4230	1.7403	1.2889	0.9693	0.7327	0.4111
10/15/2012	44.2587	39.0595	30.9434	21.3292	10.6819	4.5652	3.2731	2.4423	1.9343	1.5790	1.3140	0.9435	0.6967	0.5205	0.3886	0.2061
10/15/2013	44.2587	38.5889	25.5170	3.2948	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

The exact stock prices and effective dates may not be set forth in the above table, in which case:

- if the stock price is between two stock prices in the table above or the effective date is between two effective dates in the table above, the make-whole shares issued upon conversion of the notes will be determined by straight-line interpolation between the number of make-whole shares set forth for the higher and lower stock prices and/or the earlier and later effective dates, as applicable, based on a 365-day year;

- if the stock price is in excess of $50.00 per share of common stock (subject to adjustment in the same manner as the stock prices set forth in the table above), no make-whole shares will be issued upon conversion of the notes; and

- if the stock price is less than $4.15 per share of common stock (subject to adjustment in the same manner as the stock prices set forth in the table above), no make-whole shares will be issued upon conversion of the notes.

Notwithstanding the foregoing, the conversion rate of the notes shall not exceed 240.9638 per $1,000 principal amount of notes, subject to adjustment in the same manner as described in the preliminary prospectus supplement dated April 7, 2009 under "Description of Notes—Adjustment to Conversion Rate—General."

The Issuer's obligation to deliver the make-whole shares could be considered a penalty, in which case the enforceability of our obligation to deliver make-whole shares would be subject to general principles of reasonableness of economic remedies.

Concurrent Offering of Common Stock

Concurrently with this offering, pursuant to a separate prospectus supplement, the Issuer priced an underwritten public offering of 60,240,000 shares (69,276,000 shares if the underwriters exercise their over-allotment option with respect to that offering in full) of the Issuer's common stock (the "Common Stock Offering"). Neither the completion of the Common Stock Offering nor the completion of this offering is contingent on the completion of the other. Assuming no exercise of the underwriters' over-allotment option with respect to the Common Stock Offering, the net proceeds of the Common Stock Offering, after deducting the underwriting discount and estimated expenses, will be approximately $239.7 million, based on a public offering price of $4.15 per share.

Modifications to the Preliminary Prospectus Supplement

Capitalization

	March 5, 2009		
Actual	As Adjusted for this Offering and the Capped Call Transactions	As Adjusted for this Offering and the Concurrent Offering of our Common Stock

	(In millions)		
Cash and equivalents and short-term investments	$ 932	$ 1,105	$ 1,344
Current portion of long-term debt and capital lease obligations	$ 353	$ 353	$ 353
1.875% convertible senior notes due 2014	$ 1,300	$ 1,300	$ 1,300
4.25% convertible senior notes due October 15, 2013	—	200	200
Other long-term debt and capital lease obligations, excluding current portion	1,242	1,242	1,242
Total long-term debt and capital leases	2,542	2,742	2,742
Noncontrolling interests in subsidiaries	2,344	2,344	2,344
Shareholders' equity:			
Common stock, par value $0.10 per share, 3,000 million shares authorized; 777.5 million shares issued and outstanding(1)	78	78	84
Additional capital	6,584	6,563	6,796
Accumulated deficit	(1,913)	(1,913)	(1,913)
Accumulated other comprehensive income (loss)	(7)	(7)	(7)
Total shareholders' equity	4,742	4,721	4,960
Total capitalization	$ 9,981	$ 10,160	$ 10,399

(1) Outstanding common stock does not include (i) 190.0 million shares of common stock reserved for issuance under our equity plans, under which options and restricted stock units to purchase 124.1 million shares were outstanding as of March 5, 2009, at a weighted average exercise price of $16.09 per share, (ii) 3.9 million shares of common stock issuable upon exchange of stock rights held by Intel Corporation and (iii) shares of common stock issuable upon conversion of the notes offered hereby and shares of common stock issuable upon conversion, if any, of the 1.875% convertible senior notes due 2014.

Subsidiary Indebtedness

On pages S-4, S-21 and S-32 of the preliminary prospectus supplement, the disclosure has been revised to clarify that as of March 5, 2009, the Issuer's subsidiaries had unsecured liabilities (including trade and other payables but excluding intercompany indebtedness) outstanding in an amount of $1,274 million.

The Issuer has filed a registration statement (including a prospectus and a related preliminary prospectus supplement) with the U.S. Securities and Exchange Commission (SEC) for the offering to which this communication relates. Before you invest, you should read the preliminary prospectus supplement, the accompanying prospectus in the registration statement and the other documents the Issuer has filed with the SEC for more complete information about the Issuer and the offering. You may get these documents for free by visiting IDEA on the SEC's web site at *www.sec.gov*. Alternatively, either preliminary prospectus supplement may be obtained from Morgan Stanley & Co. Incorporated, Attn: Prospectus Department, 180 Varick Street 2/F, New York, NY 10014, call toll-free 1-866-718-1649, or email prospectus@morganstanley.com; from Goldman, Sachs & Co., Attn: Prospectus Department, 85 Broad Street, New York, NY 10004, call toll-free 1-866-471-2526, or fax 212-902-9316, or email prospectus-ny@ny.email.gs.com; or from Deutsche Bank Securities Inc., Attn: Prospectus Department, 100 Plaza One, Jersey City, New Jersey 07311, telephone: (800) 503-4611, email: prospectusrequest@list.db.com.

ANY DISCLAIMERS OR OTHER NOTICES THAT MAY APPEAR BELOW ARE NOT APPLICABLE TO THIS COMMUNICATION AND SHOULD BE DISREGARDED. SUCH DISCLAIMERS OR OTHER NOTICES WERE AUTOMATICALLY GENERATED AS A RESULT OF THIS COMMUNICATION BEING SENT VIA BLOOMBERG OR ANOTHER EMAIL SYSTEM.

SCHEDULE II

Underwriter	Principal Amount of Firm Securities to be Purchased	Principal Amount of Additional Securities to be Purchased
Morgan Stanley & Co. Incorporated	92,000,000	13,800,000
Goldman, Sachs & Co.	92,000,000	13,800,000
Deutsche Bank Securities Inc.	16,000,000	2,400,000
Total:	200,000,000	30,000,000

SCHEDULE III

Jurisdictions of Qualification of Company

California
Colorado

Delaware
Idaho
Minnesota
Oregon
Utah
Virginia

SCHEDULE IV

Directors:

Steven R. Appleton

Teruaki Aoki

James W. Bagley

Robert L. Bailey

Mercedes Johnson

Lawrence N. Mondry

Robert E. Switz

Officers:

Steve Appleton

Mark Durcan

Ron Foster

Rod Lewis

Mark Adams

Brian Shirley

Brian Shields

Kipp Bedard

Pat Otte

EXHIBIT A

FORM OF LOCK-UP LETTER

April , 2009

Goldman, Sachs & Co.
85 Broad St.
New York, NY 10004

Morgan Stanley & Co. Incorporated
1585 Broadway
New York, NY 10036

Ladies and Gentlemen:

The undersigned understands that each of Goldman, Sachs & Co. and Morgan Stanley & Co. Incorporated (each, a "**Representative**") proposes to enter into an Underwriting Agreement (the "**Equity Underwriting Agreement**") with Micron Technology, Inc., a Delaware corporation (the "**Company**"), providing for the public offering (the "**Public Equity Offering**") by the several underwriters, including the Representatives (the "**Equity Underwriters**") of shares of the Company's common stock, par value $0.10 per share (the "**Common Stock**"), and an Underwriting Agreement (the "**Convertible Senior Note Underwriting Agreement**" and, together with the Equity Underwriting Agreement, the "**Underwriting Agreements**") with the Company providing for the public offering (the "**Public Convertible Senior Note Offering**" and, together with the Public Equity Offering, the "**Public Offerings**") by the several

underwriters, including the Representatives (the "**Convertible Senior Note Underwriters**" and, together with the Equity Underwriters, the "**Underwriters**"), of convertible senior notes of the Company that will be convertible into shares of Common Stock.

To induce the Underwriters that may participate in the Public Offerings to continue their efforts in connection with the Public Offerings, the undersigned hereby agrees that, without the prior written consent of each of the Representatives on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 90 days after the date of the final prospectus relating to the Public Offerings (the "**Prospectus**"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or

otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (a) transactions relating to shares of Common Stock or other securities acquired in open market transactions after the completion of the Public Offerings, *provided* that no filing under Section 16(a) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), shall be required or shall be voluntarily made in connection with subsequent sales of Common Stock or other securities acquired in such open market transactions, (b) transfers of shares of Common Stock or any security convertible into Common Stock as a bona fide gift, (c) to the extent applicable, distributions of shares of Common Stock or any security convertible into Common Stock to limited partners, stockholders, direct or indirect members, or wholly owned subsidiaries of the undersigned, (d) transfers of shares of Common Stock or any security convertible into Common Stock to any trust, partnership or limited liability company for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, (e) transfers of shares of Common Stock or any security convertible into Common Stock to a wholly-owned subsidiary of the undersigned or to the direct or indirect members or partners of the undersigned, (f) transfers of shares of Common Stock or any security convertible into Common Stock by will or intestate, (g) transfers of shares of Common Stock or any security convertible into Common Stock to a nominee or custodian of a person or entity to whom a transfer would be permissible under clauses (b) through (f), (h) in connection with the surrender or forfeiture of shares to the Company to satisfy tax withholding obligations upon exercise or vesting of stock options or awards; *provided* that in the case of any transfer or distribution pursuant to clause (b) through (h) (1) each donee or distributee shall sign and deliver a lock-up letter substantially in the form of this letter and (2) no filing under Section 16(a) of the Exchange Act, reporting a reduction in beneficial ownership of shares of Common Stock, shall be required or shall be voluntarily made during the restricted period referred to in the foregoing sentence, (i) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of Common Stock, *provided* that such plan does not provide for the transfer of Common Stock during the restricted period; or (j) sales of shares of Common Stock or any security convertible into Common Stock upon the termination of the undersigned's employment or other relationship with the Company. In addition, the undersigned agrees that, without the prior written consent of each of the Representatives, on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 90 days after the date of the Prospectus, make any demand for or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or

exercisable or exchangeable for Common Stock. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's shares of Common Stock except in compliance with the foregoing restrictions.

It is understood that the undersigned will be released from its obligations under this "lock-up" agreement if the Company notifies the undersigned that it does not intend to proceed with the Public Offerings, if the Underwriting Agreements (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Securities, or if the Public Offerings shall not have occurred by April 30, 2009.

The undersigned understands that the Company and the Underwriters are relying upon this agreement in proceeding toward consummation of the Public Offerings. The undersigned further understands that this agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

Whether or not the Public Offerings actually occur depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to the Underwriting Agreements, the terms of which are subject to negotiation between the Company and the Underwriters.

Very truly yours,

_____

(Name)

_____

(Address)

EXHIBIT B

FORM OF OPINION OF WILSON SONSINI GOODRICH & ROSATI, PROFESSIONAL CORPORATION, OUTSIDE COUNSEL TO THE COMPANY

(i) The Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the State of Delaware and has the corporate power and authority to own its properties and to conduct its business as described in the Time of Sale Prospectus and the Prospectus;

(ii) The Company has an authorized capitalization as set forth in the Time of Sale Prospectus and the Prospectus;

(iii) The shares of Stock initially issuable upon conversion of the Securities have been duly authorized and reserved for issuance upon conversion of the Securities by valid corporate action and are free from preemptive rights under the Company's charter or by-laws, the federal laws of the United States of America and the Delaware General Corporation Law. When so issued and delivered upon such conversion in accordance with the terms of the Indenture and the Securities, such shares will be validly issued, fully paid and nonassessable and will conform in all material respects to the description thereof contained in the Time of Sale Prospectus and the Prospectus under the caption "Description of Capital Stock";

(iv) The Underwriting Agreement has been duly authorized, executed and delivered by the Company;

(v) The Securities are in the form contemplated by the Indenture, have been duly authorized by the Company and, when executed by the Company and authenticated by the Trustee in accordance with the terms of the Indenture and delivered against the purchase price therefor specified herein (which fact such counsel may state has not been determined by inspection of the Securities), will constitute valid and legally binding obligations of the Company and enforceable against the Company in accordance with their terms; and the Securities are entitled to the benefits of the Indenture;

(vi) The Indenture has been duly authorized, executed and delivered by the Company and, assuming due authorization, execution and delivery by the Trustee, constitutes a valid and legally binding instrument, enforceable against the Company in accordance with its terms; and the Indenture has been duly qualified under the Trust Indenture Act;

(vii) None of the execution, delivery and performance of this Agreement, the Indenture, the issuance and sale of the Securities, the issuance of the shares of Stock issuable upon conversion of the Securities or the consummation of any other of the transactions contemplated thereby will conflict with, result in a breach or violation of any of the terms or provisions of, or constitute a default under (A) the charter or by-laws of the Company or (B) any statute, decree, regulation or order known to such counsel to be applicable to the Company of any Delaware court, governmental authority or agency having jurisdiction over the Company or any of its properties or assets, except such conflicts, breaches, violations or defaults in clause (B) above as would not have a material adverse effect on the Company's ability to perform its obligations under such agreements or to consummate the transactions contemplated thereby;

(viii) No consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issue and sale of the Securities or the consummation by the Company of the transactions contemplated by the Underwriting Agreement or the Indenture, except such as have been obtained under the Act and the Trust Indenture Act and such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Securities by the Underwriters;

(ix) The Company is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof, will not be an "investment company," as such term is defined in the Investment Company Act;

(x) The statements set forth in the Time of Sale Prospectus and Prospectus under the caption "Description of Notes" and "Description of Capital Stock," insofar as they purport to constitute a summary of the terms of the Securities and such capital stock, fairly summarize such terms and documents in all material respects;

(xi) The statements set forth in the Time of Sale Prospectus and the Prospectus under the caption "Material U.S. Federal Income Tax Considerations", insofar as they purport to summarize provisions of the United States federal tax laws referred to therein, fairly summarize such laws in all material respects.

In addition, such counsel shall state that it has participated in conferences with certain officers and other representatives of the Company, the Underwriters, counsel for the Underwriters, and the independent certified public accountants of the Company, at which conferences the contents of the Registration Statement, the Time of Sale Prospectus and the Prospectus and related matters were reviewed

and discussed. Although such counsel does not assume any responsibility for the accuracy, completeness or fairness of the information contained in the Registration Statement, the Time of Sale Prospectus or the Prospectus (other than as set forth in paragraphs (x) and (xi) above), no facts have come to such counsel's attention, in the course of such review and discussion, that have caused it to believe that,

(i) the Registration Statement at the time each part became effective contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading (other than the financial statements and related schedules and the financial and statistical data based on or derived from such financial statements or schedules, as to which such counsel expresses no belief);

(ii) the Time of Sale Prospectus, together with the documents listed on an exhibit to such counsel's opinion (the "Time of Sale Prospectus"), all considered together, as of P.M. (PST) on , 2009, and the date of such counsel's opinion contained an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading (other than the financial statements and related schedules and the financial and statistical data based on or derived from such financial statements or schedules, as to which such counsel expresses no belief); or

(iii) the Prospectus, as of its date or as of the date of such counsel's opinion, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading (other than financial statements and related schedules and the financial and statistical data based on or derived from such financial statements or schedules, as to which such counsel expresses no belief).

In addition, such counsel confirms to you that (i) the Registration Statement, when it became effective, (ii) the Time of Sale Prospectus, as of its date (other than the financial statements and related schedules and the financial and statistical data based on or derived from such financial statements or schedules, as to which such counsel express no belief), and (iii) the Prospectus, as of its date (other than the financial statements and related schedules and the financial and statistical data based on or derived from such financial statements or schedules, as to which such counsel expresses no belief) each appeared on their face to comply, in all material respects relevant to the offering of the Securities, as to form with the requirements of the Securities Act and the rules and regulations

under the Securities Act. For purposes of this paragraph, such counsel has assumed that the statements made in the Registration Statement, Time of Sale Prospectus and Prospectus are correct and complete.

EXHIBIT C

FORM OF OPINION OF RODERIC W. LEWIS, GENERAL COUNSEL OF THE COMPANY

(i) To the best of such counsel's knowledge, but without inquiring into dockets of any court, commissions, regulatory body, administrative agency or other government body, and other than as set forth in the Time of Sale Prospectus, there are no legal or governmental proceedings pending to which the Company is a party or of which any property or assets of the Company is the subject, which such counsel believes individually or in the aggregate would be reasonably expected to have a material adverse effect upon the Company and its subsidiaries;

(ii) The shares of Stock issuable upon conversion of the Securities are free of preemptive rights under any agreement known to me;

(iii) None of the execution, delivery and performance of this Agreement, the Indenture, the issuance and sale of the Securities, the issuance of the shares of Common Stock issuable upon conversion of the Securities or the consummation of any other of the transactions contemplated thereby will conflict with, result in a breach or violation of any of the terms or provisions of, or constitute a default under (A) any material indenture or other material agreement or instrument to which the Company or its subsidiaries is a party or bound, or (B) any statute, decree, regulation or order applicable to the Company of United States federal or Idaho court, governmental authority or agency having jurisdiction over the Company or any of its properties or assets, except such conflicts, breaches, violations or defaults as would not have a material adverse effect on the Company's ability to perform its obligations under such agreements or to consummate the transactions contemplated thereby;

(iv) Except as may be required by the Securities Act of 1933, as amended and the rules and regulations promulgated thereunder or "blue sky" laws of any state of the United States, in connection with the sale of the Securities, no consent, approval, authorization or order of, or filing or registration with, any United States federal or Idaho court or governmental agency or body is required for the execution, delivery and performance of this Agreement and the Indenture by the Company and the issuance of the Securities and the shares of Common Stock issuable upon conversion of the Securities and the consummation of the transactions contemplated thereby; and

(v) The documents incorporated by reference in the Time of Sale Prospectus (other than the financial statements and notes thereto and financial statement schedules and other information of an accounting or financial nature either included therein or omitted therefrom, as to which such counsel need not

express an opinion), when they were filed with the Commission, complied as to form in all material respects with the requirements of the Exchange Act, and the rules and regulations of the Commission thereunder.

60,240,000 Shares

Micron Technology, Inc.

Common Stock

UNDERWRITING AGREEMENT

To the Managers named in Schedule I hereto
for the Underwriters named in Schedule II hereto

April 8, 2009

Ladies and Gentlemen:

Micron Technology, Inc., a Delaware corporation (the "**Company**"), proposes to issue and sell 60,240,000 shares (the "**Firm Securities**") of its common stock, par value $0.10 per share (the "**Common Stock**") to the several underwriters named in Schedule II hereto (the "**Underwriters**"), for whom you are acting as managers (the "**Managers**"), and for whom each of Goldman, Sachs & Co. and Morgan Stanley & Co. Incorporated is acting as representative (the "**Representatives**"). The Company also proposes to issue and sell to the several Underwriters not more than an additional 9,036,000 shares of Common Stock (the "**Additional Securities**"), if and to the extent that the Representatives shall have determined to exercise, on behalf of the Underwriters, the right to purchase such amount of securities granted to the Underwriters in Section 2 hereof. The Firm Securities and the Additional Securities are hereinafter collectively referred to as the "**Securities.**" If the firm or firms listed on Schedule II hereto include only the Managers listed in Schedule I hereto, then the terms "**Underwriters**" and "**Managers**" as used herein shall each be deemed to refer to such firm or firms.

The Company has filed with the Securities and Exchange Commission (the "**Commission**") an automatic shelf registration statement on Form S-3 (No. 333-158473, including the preliminary prospectus or prospectuses relating to the registration of certain securities described therein, including the Securities to be issued by the Company (such registration statement, including the amendments thereto that relate to the Securities, the exhibits and any schedules thereto, if any, and the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act of 1933, as amended (the "**Securities Act**"), at the time it became effective and including the Rule 430B Information (as defined below) is herein called the "**Registration Statement**"). The prospectus in the form in which it currently appears in the Registration Statement is hereinafter called the "**Base Prospectus**," and such supplemented form of prospectus relating

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to the Securities, in the form first used to confirm sales of the Securities (or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the Securities Act) (including the Base Prospectus as so supplemented), is hereinafter called the "**Prospectus**." The term "**preliminary prospectus**" means the Base Prospectus, as amended and supplemented by any preliminary prospectus supplement relating to the Securities filed with the Commission pursuant to Rule 424(b) under the Securities Act. Any information filed pursuant to Rule 430B and paragraph (b) of Rule 424 under the Securities Act as a supplement or supplements to the Base Prospectus included in the Registration Statement relating to the Securities and the plan of distribution for the Securities (the information included in such prospectus that was omitted from such registration statement at the time it became effective but that is deemed to be part of and included in such Registration Statement pursuant to Rule 430B is referred to as "**Rule 430B Information**." For purposes of this Agreement, "**free writing prospectus**" has the meaning set forth in Rule 405 under the Securities Act, "**Time of Sale Prospectus**" means the preliminary prospectus, dated as of April 7, 2009, together with the free writing prospectuses, if any, each identified in Schedule I hereto, and "**broadly available road show**" means a "bona fide electronic road show" as defined in Rule 433(h)(5) under the Securities Act that has been made available without restriction to any person. As used herein, the terms "Registration Statement," "Base Prospectus," "preliminary prospectus," "Time of Sale Prospectus" and "Prospectus" shall include the documents, if any, incorporated by reference therein prior to the completion of the distribution of the Securities. The terms "**supplement**," "**amendment**," and "**amend**" as used herein with respect to the Registration Statement, the Base Prospectus, the Prospectus, the Time of Sale Prospectus, any preliminary prospectus or free writing prospectus shall include all documents subsequently filed by the Company with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), that are deemed to be incorporated by reference therein.

The Company hereby agrees with each Underwriter as follows:

1. *Representations and Warranties*. The Company represents and warrants to and agrees with each of the Underwriters that:

(a) The Registration Statement has become effective; no stop order suspending the effectiveness of the Registration Statement is in effect, and no proceedings for such purpose are pending before or, to the knowledge of the Company, threatened by the Commission. The Company is a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) eligible to use the Registration Statement as an automatic shelf registration statement and the Company has not received notice that the Commission objects to the use of the Registration Statement as an automatic shelf registration statement.

(b) (i) Each document, if any, filed or to be filed pursuant to the Exchange Act and incorporated by reference in the Time of Sale Prospectus or the Prospectus complied or will comply when so filed in all material respects with the Exchange Act and the applicable rules and regulations of the Commission thereunder, (ii) the Registration Statement, when it became effective, did not contain, and as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iii) the Registration Statement as of the date hereof does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iv) the Registration Statement and the Prospectus comply, and as amended or supplemented, if applicable, will comply in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder, (v) the Time of Sale Prospectus does not, and at the time of each sale of the Securities in connection with the offering when the Prospectus is not yet available to prospective purchasers and at the Closing Date (as defined in Section 4), the Time of Sale Prospectus, as then amended or

supplemented by the Company, if applicable, will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, (vi) each broadly available road show, if any, when considered together with the Time of Sale Prospectus, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and (vii) the Prospectus does not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this paragraph do not apply to statements or omissions in the Registration Statement, the Time of Sale Prospectus or the Prospectus based upon information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Managers expressly for use therein.

(c) The Company is not an "ineligible issuer" in connection with the offering pursuant to Rules 164, 405 and 433 under the Securities Act. Any free writing prospectus that the Company is required to file pursuant to Rule 433(d) under the Securities Act has been, or will be, filed with the Commission in accordance with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Each free writing prospectus that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act or that was prepared by or on behalf of or used or referred to by the Company complies or will comply in all material respects with the requirements of the Securities Act and the applicable rules and regulations of the Commission

thereunder. Except for the free writing prospectuses, if any, identified in Schedule I hereto forming part of the Time of Sale Prospectus, and electronic road shows, if any, each furnished to the Representatives before first use, the Company has not prepared, used or referred to, and will not, without your prior consent, prepare, use or refer to, any free writing prospectus.

(d) The Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the State of Delaware, has the corporate power and authority to own its property and to conduct its business as described in the Time of Sale Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction identified on Schedule III hereto in which the conduct of its business requires such qualification or is subject to material liability or disability by reason of failure to be so qualified in any such jurisdiction.

(e) This Agreement has been duly authorized, executed and delivered by the Company.

(f) The Company has an authorized capitalization as set forth in the Time of Sale Prospectus and all of the shares of Common Stock outstanding prior to the issuance of the Securities have been duly authorized and are validly issued, fully paid and non-assessable and conform in all material respects to the description thereof contained in the Time of Sale Prospectus.

(g) The Securities have been duly authorized and, when delivered and paid for in accordance with the terms of this Agreement, will be validly issued, fully paid and non-assessable, the issuance of the Securities are not subject to any preemptive or similar rights and will conform in all material respects to the description thereof contained in each of the Time of Sale Prospectus and the Prospectus.

(h) The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement and the issuance and sale of the Securities hereunder will not conflict with or result in a breach of or violation of any of the terms or provisions of or constitute a default under any agreement or other instrument binding upon the Company or any of its subsidiaries, except where such breach, violation or default would not have a material adverse effect on the Company's ability to perform its obligations under this Agreement, nor will such action result in any violation of (i) the provisions of the Certificate of Incorporation or By-laws of the Company or (ii) any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any subsidiary or, to the Company's knowledge, any applicable statute, except in the case of (ii) above, where such violation would not have a material adverse effect on the Company's ability to perform its obligations under this Agreement; and no consent, approval, authorization or order of, or

qualification with, any governmental body or agency is required for the performance by the Company of its obligations under this Agreement or in connection with the issuance and sale of the Securities, except for those that have been, or will have been prior to the Closing Date, obtained, such as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the Securities, and with respect to the approval of the listing of the Securities on the New York Stock Exchange, except, where the failure to obtain such consents, individually or in the aggregate, would not have a material adverse effect on the offering of the Securities.

(i) There has not occurred any material adverse change, or any development that could reasonably be expected to cause a prospective material adverse change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Time of Sale Prospectus.

(j) Other than as set forth in the Time of Sale Prospectus, (i) there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or to which any of the properties of the Company or any of its subsidiaries is subject which would individually or in the aggregate reasonably be expected to have a material adverse effect on the business, properties, financial condition or results of operation of the Company and its subsidiaries taken as a whole ("**Material Adverse Effect**"); and (ii) to the Company's knowledge, no such proceedings are threatened by governmental authorities or by others.

(k) Each preliminary prospectus filed as part of the registration statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 under the Securities Act, complied when so filed in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder.

(l) The Company is not, and after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Prospectus will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(m) The Company and its subsidiaries have obtained any permits, consents and authorizations required to be obtained by them under laws or regulations relating to the protection of the environment or concerning the handling, storage, disposal or discharge of toxic materials (collectively "**Environmental Laws**"), and any such permits, consents and authorizations remain in full force and effect. The Company and its subsidiaries are in compliance with the Environmental Laws in all material respects, and there is no pending or, to the Company's knowledge, threatened, action or proceeding against the Company and its subsidiaries alleging violations of the Environmental Laws.

(n) There are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a registration statement under the Securities Act with respect to any securities of the Company or to require the Company to include such securities with the Securities registered pursuant to the Registration Statement.

(o) The Company and its subsidiaries own or possess or can acquire on commercially reasonable terms adequate licenses or other rights to use all patents, trademarks, service marks, trade names, copyrights, mask work rights, technology and know how necessary to conduct the business now or proposed to be conducted by the Company and its subsidiaries as described in the Time of Sale Prospectus, except where the failure to own, possess or acquire such rights would not reasonably be expected to have a material adverse effect, and except as disclosed in the Time of Sale Prospectus, the Company has not received any notice of infringement of or conflict with (and knows of no such infringement of or conflict with) asserted rights of others with respect to any patents, trademarks, service marks, trade names, copyrights, mask work rights or know how which would be reasonably likely to result in a Material Adverse Effect upon the Company and its subsidiaries.

(p) The statements set forth in each of the Time of Sale Prospectus and the Prospectus under the caption "Description of Capital Stock," insofar as they purport to constitute a summary of the terms of the Securities, fairly summarize such terms in all material respects.

(q) PricewaterhouseCoopers LLP, who have audited certain financial statements of the Company and its subsidiaries, and have audited the Company's internal control over financial reporting, are the independent registered public accounting firm for the Company as required by the Act and the rules and regulations of the Commission thereunder;

(r) The Company maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) that complies with the requirements of the Exchange Act and has been designed by the Company's principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America. Except as disclosed in the Time of Sale Prospectus, the Company's internal control over financial reporting was effective as of August 28, 2008 and the Company is not aware of any material weaknesses in its internal control over financial reporting;

(s) Except as disclosed in the Time of Sale Prospectus, since the date of the latest audited financial statements included or incorporated by reference in

the Time of Sale Prospectus, there has been no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting;

(t) The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act) that comply with the requirements of the Exchange Act; such disclosure controls and procedures have been designed to ensure that material information relating to the Company and its subsidiaries is made known to the Company's principal executive officer and principal financial officer by others within those entities; and such disclosure controls and procedures were effective as of the quarter ended March 5, 2009.

2. *Agreements to Sell and Purchase.* The Company hereby agrees to sell to the several Underwriters, and each Underwriter, upon the basis of the representations and warranties herein contained, but subject to the conditions hereinafter stated, agrees, severally and not jointly, to purchase from the Company the respective amount of Securities as set forth in Schedule II hereto opposite its name at the purchase price of $3.984 per share (the "**Purchase Price**").

On the basis of the representations and warranties contained in this Agreement, and subject to its terms and conditions, the Company agrees to sell to the Underwriters the Additional Securities, and the Underwriters shall have the right to purchase, severally and not jointly, up to the number of Additional Securities as set forth in Schedule II hereto opposite its name at the Purchase Price. The Representatives may exercise this right on behalf of the Underwriters in whole or from time to time in part by giving written notice not later than 30 days after the date of the Prospectus. Any exercise notice shall specify the number of Additional Securities to be purchased by the Underwriters and the date on which such securities are to be purchased. Each purchase date must be at least two business days after the written notice is given, unless waived in writing by the Company, and may not be earlier than the closing date for the Firm Securities nor later than ten business days after the date of such notice. Additional Securities may be purchased as provided in Section 4 hereof solely for the purpose of covering over allotments made in connection with the offering of the Firm Securities. On each day, if any, that Additional Securities are to be purchased (an "Option Closing Date"), each Underwriter agrees, severally and not jointly, to purchase the number of Additional Securities (subject to such adjustments to eliminate fractional Securities as the Representatives may determine), that bears the same proportion to the number of Additional Securities to be purchased on such Option Closing Date as the number of Firm Securities set forth in Schedule II hereto opposite the name of such Underwriter bears to the number of Firm Securities.

3. *Public Offering*. The Company is advised by you that the Underwriters propose to make a public offering of their respective portions of the Securities as soon after the Registration Statement and this Agreement have become effective as in your judgment is advisable. The Company is further advised by you that the Securities are to be offered to the public upon the terms set forth in the Prospectus.

4. *Payment and Delivery.* Payment for the Firm Securities shall be made to the Company in Federal or other funds immediately available to the account specified by the Company to the Representatives at the office of Wilson Sonsini Goodrich & Rosati, Professional Corporation, 650 Page Mill Road, Palo Alto, California, at 7:00 a.m., California time, on April 15, 2009, or at such other time on the same or such other date, not later than the fifth business day thereafter, as may be mutually agreed in writing by the Representatives and the Company. The time and date of such payment are hereinafter referred to as the "**Closing Date**."

Payment for any Additional Securities shall be made to the Company in Federal or other funds immediately available to the account specified by the Company to the Representatives on the date specified in the corresponding notice described in Section 2 or at such other time on the same or on such other date, in any event not later than the tenth business day thereafter, as may be designated in writing by the Representatives.

The certificates for the Firm Securities and the Additional Securities shall be registered in such names and in such denominations as the Representatives shall request in writing not later than one full business day prior to the Closing Date or the applicable Option Closing Date, as the case may be, for the respective accounts of the several Underwriters.

5. *Conditions to the Underwriters' Obligations.* The several obligations of the Underwriters are subject to the following conditions:

(a) Subsequent to the execution and delivery of this Agreement and prior to the Closing Date or the applicable Option Closing Date:

(i) there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any of the debt securities of the Company by any "nationally recognized statistical rating organization," as such term is defined for purposes of Rule 436(g)(2) under the Securities Act; and

(ii) there shall not have occurred any material change, or any development involving a prospective Material Adverse Effect, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Time of Sale Prospectus as of the date of this Agreement that, in your judgment, is so material and adverse and that makes it, in your judgment, impracticable to market the Securities on the terms and in the manner contemplated in the Time of Sale Prospectus.

(b) The Underwriters shall have received on the Closing Date and each Option Closing Date, if any, a certificate, dated the Closing Date or the applicable Option Closing Date, as the case may be, and signed by the chief executive officer or the chief financial officer of the Company, to the effect set forth in Section 5(a)(i) above and to the effect that the representations and warranties of the Company contained in this Agreement are (i) true and correct in all material respects (other than representations and warranties qualified by materiality, in which case such representations shall be true and correct in all respects) as of the Closing Date with the same effect as if made on such delivery date or the applicable Option Closing Date, as the case may be, (ii) that the Company has complied in all material respects with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before the Closing Date or the applicable Option Closing Date, as the case may be, and (iii) since the date of the most recent financial statements included in the Time of Sale Prospectus, there has been no material adverse change in the financial condition, earnings, business or properties of the Company and its subsidiaries, taken as a whole, except as set forth or contemplated in the Time of Sale Prospectus.

The officer signing and delivering such certificate may rely upon the best of his or her knowledge as to proceedings threatened.

(c) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Securities Act within the applicable time period prescribed for such filing by the rules and regulations under the Securities Act; the final term sheet substantially in the form of Schedule I hereto, and any material required to be filed by the Company pursuant to Rule 433(d) under the Securities Act, shall have been filed with the Commission within the applicable time periods prescribed for such filings by Rule 433; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or, to the Company's knowledge, threatened by the Commission and no notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act shall have been received; no stop order suspending or preventing the use of the Prospectus or any issuer free writing prospectus shall have been initiated or threatened by the

Commission; and all requests for additional information on the part of the Commission shall have been complied with to the Representatives' reasonable satisfaction.

(d) The Underwriters shall have received on the Closing Date and each Option Closing Date, as the case may be, an opinion of Wilson Sonsini Goodrich & Rosati, Professional Corporation, outside counsel for the Company, dated the Closing Date and each Option Closing Date, as the case may be, in the form attached hereto as Exhibit B;

(e) The Underwriters shall have received on the Closing Date and each Option Closing Date, as the case may be, an opinion of Roderic W. Lewis, the Company's General Counsel, dated the Closing Date and each Option Closing Date, as the case may be, in substantially the form attached hereto as Exhibit C;

(f) The Underwriters shall have received on the Closing Date and each Option Closing Date, as the case may be, an opinion of Simpson Thacher & Bartlett, LLP, counsel for the Underwriters, dated the Closing Date and each Option Closing Date, as the case may be, in form and substance reasonably satisfactory to the Underwriters;

(g) The Underwriters shall have received, on each of the date hereof and the Closing Date and each Option Closing Date, if any, a letter dated the date hereof, the Closing Date or the applicable Option Closing Date, as the case may be, in form and substance satisfactory to the Underwriters, from

PricewaterhouseCoopers LLP, independent public accountants, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement, the Time of Sale Prospectus and the Prospectus.

(h) The "lock-up" agreements, each substantially in the form of Exhibit A hereto, between the Representatives and certain officers and directors of the Company named in Schedule IV hereto relating to sales and certain other dispositions of Common Stock or certain other securities shall be in full force and effect on the Closing Date.

(i) Prior to the Closing Date the Company shall have received all waivers or consents under any agreement or other instrument binding upon the Company or any of its subsidiaries, including any indenture, mortgage, deed of trust, loan agreement, stockholder agreement or other agreement that is material to the Company and its subsidiaries, taken as a whole, that are necessary for the issuance of the Securities and the performance by the Company of its obligations under this Agreement, the Indenture and the Securities.

The several obligations of the Underwriters to purchase Additional Securities hereunder are subject to the delivery to you on the applicable Option Closing Date of such documents as you may reasonably request with respect to the good standing of the Company, the due authorization and issuance of the Additional Securities to be sold on such Option Closing Date and other matters related to the issuance of such Additional Securities.

6. *Covenants of the Company*. The Company covenants with each Underwriter as follows:

(a) To furnish to the Representatives, without charge, a signed copy of the Registration Statement (including exhibits thereto and documents incorporated by reference therein) and to deliver to each of the Underwriters during the period mentioned in Section 6(e) or 6(f) below, as many copies of the Time of Sale Prospectus, the Prospectus, any documents incorporated by reference therein and any supplements and amendments thereto or to the Registration Statement as the Representatives may reasonably request.

(b) Before amending or supplementing the Registration Statement, the Time of Sale Prospectus or the Prospectus, to furnish to you a copy of each such proposed amendment or supplement and not to file any such proposed amendment or supplement to which you reasonably object, except as may be required by applicable law, and to file with the Commission within the applicable period specified in Rule 424(b) under the Securities Act any prospectus required to be filed pursuant to such Rule.

(c) To furnish to you a copy of each proposed free writing prospectus to be prepared by or on behalf of, used by, or referred to by the Company and not to use or refer to any proposed free writing prospectus to which the Representatives reasonably object.

(d) Not to take any action that would result in an Underwriter or the Company being required to file with the Commission pursuant to Rule 433(d) under the Securities Act a free writing prospectus prepared by or on behalf of the Underwriters that the Underwriters otherwise would not have been required to file thereunder.

(e) If the Time of Sale Prospectus is being used to solicit offers to buy the Securities at a time when the Prospectus is not yet available to prospective purchasers and any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Time of Sale Prospectus in order to make the statements therein, in the light of the circumstances, not misleading, or if any event shall occur or condition exist, as a result of which the Time of Sale Prospectus conflicts with the information contained in the Registration Statement then on file, or if, in the opinion of counsel for the Underwriters, it is necessary to

amend or supplement the Time of Sale Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to any dealer upon request, either amendments or supplements to the Time of Sale Prospectus so that the statements in the Time of Sale Prospectus as so amended or supplemented will not, in the light of the circumstances when delivered to a prospective purchaser, be misleading or so that the Time of Sale Prospectus, as amended or supplemented, will no longer conflict with the Registration Statement, or so that the Time of Sale Prospectus, as amended or supplemented, will comply with applicable law.

(f) If, during such period after the first date of the public offering of the Securities and prior to the completion of the distribution of the Securities by the Underwriters, the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is required by law to be delivered in connection with sales by an Underwriter or a dealer, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, not misleading, or if it is necessary to amend or supplement the Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to the dealers (whose names and addresses you will furnish to the Company) to which Securities may have been sold by you on behalf of the Underwriters and to any other dealers upon request, either amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, be misleading or so that the Prospectus, as amended or supplemented, will comply with applicable law.

(g) To endeavor to qualify the Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions within the United States as the Representatives shall reasonably request in writing prior to the Closing Date, provided that in connection therewith the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction or subject itself to taxation in respect of doing business in any jurisdiction in which it is otherwise not so subject.

(h) To make generally available to the Company's security holders and to you as soon as practicable an earning statement covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the date of this Agreement which shall satisfy the provisions of Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder.

(i) Whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, to pay or cause to be paid all expenses incident to the performance of its obligations under this Agreement, including: (i) the fees, disbursements and expenses of the Company's counsel and the Company's accountants in connection with the registration and delivery of the Securities under the Securities Act and all other fees or expenses in connection with the preparation and filing of the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, any free writing prospectus prepared by or on behalf of, used by, or referred to by the Company and amendments and supplements to any of the foregoing, including the filing fees payable to the Commission relating to the Securities (within the time required by Rule 456 (b)(1), if applicable), all printing costs associated therewith, and the mailing and delivering of copies thereof to the Underwriters and dealers, in the quantities hereinabove specified, (ii) the cost of printing or producing any Blue Sky or Legal Investment memorandum in connection with the offer and sale of the Securities under state securities laws and all expenses in connection with the qualification of the Securities for offer and sale under state securities laws as provided in Section 6(f) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky or Legal Investment memorandum, (iii) all filing fees and the reasonable fees and disbursements of counsel to the Underwriters incurred in connection with the review and qualification of the offering of the Securities by the Financial Industry Regulatory Authority, (iv) the cost of printing certificates representing the Securities, (v) the costs and charges of any transfer agent, registrar or depositary, (vi) the costs and expenses of the Company relating to investor presentations on any "road show" undertaken in connection with the marketing of the offering of the Securities, including, without limitation, expenses associated with the preparation or dissemination of any electronic roadshow, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations with the prior approval of the Company, travel and lodging expenses of the representatives and officers of the Company and any such consultants, and the cost of any aircraft chartered in connection with the road show, the document production charges and expenses associated with printing this Agreement and (vii) all other costs and expenses incident to the performance of the obligations of the Company hereunder for which provision is not otherwise made in this Section. It is understood, however, that except as provided in this Section, Section 8 entitled "Indemnity and Contribution" and the last paragraph of Section 10, the Underwriters will pay all of their costs and expenses, including fees and disbursements of their counsel, stock transfer taxes payable on resale of any of the Securities by them and any advertising expenses connected with any offers they may make.

(j) To prepare a final term sheet relating to the offering of the Securities, containing only information that describes the final terms of the offering in a form consented to by the Managers, and to file such final term sheet within the period required by Rule 433(d)(5)(ii) under the Securities Act following the date the final terms have been established for the offering of the Securities.

(k) To use commercially reasonable efforts to list the Securities on the New York Stock Exchange or another U.S. national securities exchange or established automated over-the-counter trading market in the United States of America.

(l) To use the net proceeds received by it from the sale of the Securities pursuant to this Agreement in the manner specified in the Time of Sale Prospectus under the caption "Use of Proceeds."

(m) The Company also covenants with each Underwriter that, without the prior written consent of each of the Representatives, it will not, for the period of ninety (90) days from the date of this Agreement, (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise or (3) file any registration statement with the Commission relating to the offering of any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock. The foregoing sentence shall not apply to (a) the Securities to be sold hereunder, (b) the issuance by the Company of shares of Common Stock upon the exercise of an option or warrant or the conversion of a security outstanding on the date hereof of which the Underwriters have been advised in writing, (c) any grants under the Company's equity or stock plans in accordance with the terms of such plans as described in the Time of Sale Prospectus, (d) Common Stock or rights to receive Common Stock (including securities convertible into or exercisable or exchangeable for Common Stock) issued or contemplated to be issued in connection with an acquisition or a strategic or minority investment transaction with a customer, supplier or other business partner (or a person that becomes a business partner in connection with such a transaction) provided that the aggregate number of shares of Common Stock issued in or issuable upon the exercise of rights to receive shares of Common Stock granted in such transactions in the aggregate shall not exceed five percent (5%) of the Company's outstanding Common Stock as of the Closing Date (it being understood that shares issued or issuable pursuant to clause (e)

below shall not count against such five percent (5%) limit), (e) Common Stock or rights to receive Common Stock (including securities convertible into or exercisable or exchangeable for Common Stock) issued or contemplated to be issued in connection with an acquisition or a strategic or minority investment transaction with a customer, supplier or other business partner (or a person that becomes a business partner in connection with such a transaction), provided that, prior to or concurrently with execution of any binding agreement providing for the issuance of any such shares or rights, the entity that is issued or to be issued such Common Stock or rights to receive such Common Stock pursuant to such agreement agrees with the Company that from the date of such agreement until a date that is at least 90 days after the date of this Agreement such entity and its controlled affiliates will be subject to restrictions at least as restrictive as those set forth in the form of "lock-up" agreement attached as Exhibit A hereto solely with respect to such Common Stock received or rights to receive such Common Stock (and not with respect to other Common Stock or rights to receive Common Stock then owned or thereafter acquired by such entity or its controlled affiliates), provided, that transfers among a party to such agreements and its controlled affiliates and among controlled affiliates will be permitted and that the exceptions provided for in the agreement attached as Exhibit A shall only apply if the party relying on such exception is an individual), (f) the concurrent issuance of 4.25% Convertible Senior Notes due October 15, 2013, and shares of Common Stock issuable upon conversion thereof, as described in the Time of Sale Prospectus, or (g) the capped call transactions described in the Time of Sale Prospectus. The Company agrees that, prior to the date that is 90 days after the date of this Agreement, without the prior written consent of each of the Representatives, it will not waive any of the restrictions set forth in any of the lock-up agreements that qualify an issuance for the exception set forth in clause (e) of the preceding sentence.

7. *Covenants of the Underwriters*. Each Underwriter severally covenants with the Company not to take any action that would result in the Company being required to file with the Commission under Rule 433(d) a free writing prospectus prepared by or on behalf of such Underwriter that otherwise would not be required to be filed by the Company thereunder, but for the action of the Underwriter.

8. *Indemnity and Contribution.* (a) The Company agrees to indemnify and hold harmless each Underwriter, the directors, officers, employees and agents of the Underwriters and each person, if any, who controls any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act and each affiliate of any Underwriter within the meaning of Rule 405 under the Securities Act from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action

or claim) caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereof, any preliminary prospectus, the Time of Sale Prospectus, any issuer free writing prospectus as defined in Rule 433(h) under the Securities Act, any Company information that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act, or the Prospectus or any amendment or supplement thereto, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, (and other than with respect to the Registration Statement, in light of the circumstances in which they were made) not misleading, except insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use therein.

(b) Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, each of its directors, officers who sign the Registration Statement, employees and agents and each person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Company to such Underwriter, but only with reference to information relating to such Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, any issuer free writing prospectus or the Prospectus or any amendment or supplement thereto.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 8(a) or 8(b), such person (the "**indemnified party**") shall promptly notify the person against whom such indemnity may be sought (the "**indemnifying party**") in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel, (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them, or (iii) the indemnifying party shall not have employed counsel reasonably satisfactory to

the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such indemnified parties and that all such fees and expenses shall be reimbursed as they are incurred. Such firm shall be designated in writing by the Representatives in the case of parties indemnified pursuant to Section 8(a), and by the Company, in the case of parties indemnified pursuant to Section 8(b). The indemnifying party shall not be liable for any settlement of any proceeding effected without its prior written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding and does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) To the extent the indemnification provided for in Section 8(a) or 8(b) is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other hand from the offering of the Securities or (ii) if the allocation provided by clause 8(d)(i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause 8(d)(i) above but also the relative fault of the Company on the one hand and of the Underwriters on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other hand in connection with the offering of the Securities shall be deemed to be in the same respective proportions as the net proceeds from the offering of the Securities (before deducting expenses) received by the Company and the total underwriting discounts and commissions received by the Underwriters bear to the aggregate public offering price of the Securities set forth in the Prospectus. The relative fault of the Company on the one hand and the

Underwriters on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Underwriters' respective obligations to contribute pursuant to this Section 8 are several in proportion to the respective principal amount of Securities they have purchased hereunder, and not joint.

(e) The Company and the Underwriters agree that it would not be just or equitable if contribution pursuant to this Section 8 were determined by *pro rata* allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in Section 8(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in Section 8(d) shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 8, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 8 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

(f) The indemnity and contribution provisions contained in this Section 8 and the representations, warranties and other statements of the Company contained in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Underwriter, any person controlling any Underwriter or any director, officer, employee, agent or affiliate of any Underwriter or by or on behalf of the Company, its officers, directors, employees, agents, or any person controlling the Company and (iii) acceptance of and payment for any of the Securities.

9. *Termination*. The Underwriters may terminate this Agreement by notice given by the Representatives to the Company, if after the execution and delivery of this Agreement and prior to the Closing Date (i) trading generally shall have been suspended or materially limited on, or by, as the case may be, any of the New York Stock Exchange, the NASDAQ Global Market, the Chicago

Board of Options Exchange, the Chicago Mercantile Exchange or the Chicago Board of Trade, (ii) trading of any securities of the Company shall have been suspended on any exchange, (iii) a material disruption in securities settlement, payment or clearance services in the United States shall have occurred, (iv) any moratorium on commercial banking activities shall have been declared by Federal or New York or Idaho State authorities or (v) there shall have occurred any outbreak or escalation of hostilities, or any change in financial markets or any calamity or crisis that, in the Representatives' judgment, is material and adverse and which, singly or together with any other event specified in this clause 9, makes it, in the Representatives' judgment, impracticable or inadvisable to proceed with the offer, sale or delivery of the Securities on the terms and in the manner contemplated in the Time of Sale Prospectus or the Prospectus.

10. *Effectiveness; Defaulting Underwriters*. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

If, on the Closing Date or an Option Closing Date, as the case may be, any one or more of the Underwriters shall fail or refuse to purchase Securities that it has or they have agreed to purchase hereunder on such date, and the number of Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one tenth of the number of the Securities to be purchased on such date, the other Underwriters shall be obligated severally in the proportions that the number of Firm Securities set forth opposite their respective names in Schedule II bears to the number of Firm Securities set forth opposite the names of all such non defaulting Underwriters, or in such other proportions as the Representatives may specify, to purchase the Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date; provided that in no event shall the number of Securities that any Underwriter has agreed to purchase pursuant to this Agreement be increased pursuant to this Section 10 by an amount in excess of one ninth of such number of Securities without the written consent of such Underwriter. If, on the Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Firm Securities and the number of Firm Securities with respect to which such default occurs is more than one tenth of the number of Firm Securities to be purchased on such date, and arrangements satisfactory to the Representatives and the Company for the purchase of such Firm Securities are not made within 36 hours after such default, this Agreement shall terminate without liability on the part of any non defaulting Underwriter or the Company. In any such case either the Representatives or the Company shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement, in the Time of Sale Prospectus, in the Prospectus or in any other documents or arrangements may be effected. If, on an Option Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Additional Securities and the number of Additional Securities with

respect to which such default occurs is more than one tenth of the number of Additional Securities to be purchased on such Option Closing Date, the non-defaulting Underwriters shall have the option to i) terminate their obligation hereunder to purchase the Additional Securities to be sold on such Option Closing Date or ii) purchase not less than the number of Additional Securities that such non-defaulting Underwriters would have been obligated to purchase in the absence of such default. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

If this Agreement shall be terminated by the Underwriters, or any of them, because of any failure or refusal on the part of the Company to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Company shall be unable to perform its obligations under this Agreement, the Company will reimburse the Underwriters or such Underwriters as have so terminated this Agreement with respect to themselves, severally, for all out-of-pocket expenses (including the fees and disbursements of their counsel) reasonably incurred by such Underwriters in connection with this Agreement or the offering contemplated hereunder.

11. *Entire Agreement*. (a) This Agreement, together with any contemporaneous written agreements and any prior written agreements (to the extent not superseded by this Agreement) that relate to the offering of the Securities, represents the entire agreement between the Company and the Underwriters with respect to the preparation of any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, the conduct of the offering, and the purchase and sale of the Securities.

(b) The Company acknowledges that in connection with the offering of the Securities: (i) the Underwriters have acted at arms length, are not agents of, and owe no fiduciary duties to, the Company or any other person, (ii) the Underwriters owe the Company only those duties and obligations set forth in this Agreement and prior written agreements (to the extent not superseded by this Agreement), if any, and (iii) the Underwriters may have interests that

differ from those of the Company. The Company waives to the full extent permitted by applicable law any claims it may have against the Underwriters arising from an alleged breach of fiduciary duty in connection with the offering of the Securities.

12. *Counterparts*. This Agreement may be signed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

13. *Applicable Law*. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

14. *Headings*. The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

15. *Notices*. All communications hereunder shall be in writing and effective only upon receipt and (a) if to the Underwriters shall be delivered, mailed or sent to each of the Representatives, Morgan Stanley & Co. Incorporated, 1585 Broadway, New York, New York, 10036, Attention: Registration Department; and Goldman, Sachs & Co., 85 Broad Street, New York, New York, 10044, Attention: Registration Department, with a copy to Simpson Thacher & Bartlett LLP, 2550 Hanover Street, Palo Alto, California 94304, Attention: William H. Hinman, Jr. and Louis Lehot, Fax: (650) 251-5002; and (b) if to the Company shall be delivered, mailed or sent to Micron Technology, Inc., 8000 South Federal Way, Boise, Idaho 83716, Attention: General Counsel, Fax: (208) 368-4540, with a copy to Wilson Sonsini Goodrich & Rosati, Professional Corporation, 650 Page Mill Road, Palo Alto, California 94304, Attention: John A. Fore, Fax: (650) 493-6811.

Very truly yours,

MICRON TECHNOLOGY, INC.

By: */s/ Ronald Foster*
Name: Ronald Foster
Title: Vice President of Finance and Chief Financial Officer

Accepted as of the date hereof

MORGAN STANLEY & CO. INCORPORATED
GOLDMAN, SACHS & CO.

Acting severally on behalf of themselves and the several
Underwriters named in Schedule II hereto

By: MORGAN STANLEY & CO. INCORPORATED

By: */s/ John Tyree*
Name: John Tyree
Title: Managing Director

By: */s/ Goldman, Sachs & Co.*
(Goldman, Sachs & Co.)

SCHEDULE I

Final Term Sheet

Micron Technology, Inc.

60,240,000 Shares of Common Stock

This term sheet to the preliminary prospectus supplement dated April 7, 2009 should be read together with the preliminary prospectus supplement before making a decision in connection with an investment in the securities. The information in this term sheet supersedes the information contained in the preliminary prospectus supplement to the extent that it is inconsistent therewith. Terms used but not defined herein have the meaning ascribed to them in the preliminary prospectus supplement.

Issuer: Micron Technology, Inc. (NYSE: MU)

Size:	60,240,000 shares, upsized from 55,300,000 in the preliminary prospectus supplement
Over-allotment option:	9,036,000 shares, upsized from 8,295,000 in the preliminary prospectus supplement
Underwriting discount:	4.00%
Price to public:	$4.15
Net proceeds to issuer:	$239.7 million (after deducting underwriting discounts and estimated net offering expenses) assuming no exercise of the over-allotment option
Last reported sale price of the Issuer's common stock on the NYSE:	$4.28 (April 8, 2009)
Pricing Date/Closing Date:	April 8, 2009 / April 15, 2009
Joint book-running managers:	Morgan Stanley & Co. Incorporated and Goldman, Sachs & Co.
Co-manager:	Deutsche Bank Securities Inc.
Use of Proceeds:	The net proceeds from the offering, after deducting the underwriters' discounts and estimated offering expenses

payable by the Issuer of approximately $10.3 million, will be approximately $239.7 million (or approximately $275.7 million if the underwriters exercise their over-allotment option in full).

The net proceeds from this offering will be used for general corporate purposes, including working capital, capital expenditures, potential acquisitions and strategic transactions. From time to time, the Issuer evaluates potential acquisitions and strategic transactions of businesses, technologies or products. Currently, however, the Issuer does not have any agreements with respect to any material acquisitions or strategic transactions.

Concurrent Offering of Convertible Senior Notes

Concurrently with this offering of common stock, pursuant to a separate prospectus supplement, we priced an underwritten public offering of $200 million aggregate principal amount of 4.25% convertible senior notes due October 15, 2013 (or $230 million aggregate principal amount of 4.25% convertible senior notes due October 15, 2013 if the underwriters exercise their over-allotment option in full) (the "Convertible Senior Notes Offering"). Neither the completion of this offering nor of the Convertible Senior Notes Offering is contingent on the completion of the other. Assuming no exercise of the underwriters' over-allotment option with respect to the Convertible Senior Notes Offering, the net proceeds of the Convertible Senior Notes Offering, after deducting the underwriting discount and estimated expenses, will be approximately $194.2 million.

The convertible senior notes will be convertible at the holder's option into shares of the Issuer's common stock at a conversion rate of 196.7052 shares of common stock per $1,000 principal amount of convertible senior notes, which is equivalent to a conversion price of approximately $5.08 per share of the Issuer's common stock, subject to adjustment in certain circumstances. This initial conversion price represents a premium of approximately 22.50% relative to the public offering price of the Issuer's common stock of $4.15 per share.

In connection with the Convertible Senior Note Offering, the Issuer entered into capped call transactions with counterparties, which are affiliated with some of the underwriters of the offering. The capped call transactions cover, subject to anti-dilution adjustments, approximately 39.3 million shares (or approximately 45.2 million shares if the underwriters of the Convertible Senior

Notes Offering exercise their over-allotment option in full) of the Issuer's common stock. The Issuer estimates the cost of the capped call transactions to be approximately $21.5 million, or $24.7 million if the underwriters of the Convertible Senior Notes Offering exercise their over-allotment option in full. The capped call transactions are expected to reduce the potential dilution upon conversion of the convertible senior notes. The capped call transactions have a capped price that is 60% higher than the public offering price of the Issuer's common stock in this offering. In connection with establishing their initial hedge of these capped call transactions, the Issuer expects that the counterparties will enter into various over-the-counter derivative transactions with respect to the Issuer's common stock concurrently with, or shortly after, the pricing of the convertible senior notes and may unwind or enter into various over-the-counter derivatives and/or purchase the Issuer's common stock in secondary market transactions after the pricing of the convertible senior notes. These activities could have the effect of increasing or preventing a decline in the price of the Issuer's common stock concurrently with or following the pricing of the convertible senior notes. In addition, the counterparties may modify or unwind their hedge positions by entering into or unwinding various derivative transactions and/or purchasing or selling the Issuer's common stock in secondary market transactions prior to maturity of the convertible senior notes (and are likely to do so on each exercise date of the capped call transactions).

Modifications to the Preliminary Prospectus Supplement

Capitalization

	March 5, 2009	
Actual	**As Adjusted for this Offering**	**As Adjusted for this Offering and the Concurrent**

			Convertible Senior Note Offering and the Capped Call Transactions
		(In millions)	
Cash and equivalents and short-term investments	$ 932	$ 1,172	$ 1,344
Current portion of long-term debt and capital lease obligations	$ 353	$ 353	$ 353
1.875% convertible senior notes due 2014	$ 1,300	$ 1,300	$ 1,300
4.25% convertible senior notes due October 15, 2013	—	—	200
Other long-term debt and capital lease obligations, excluding current portion	1,242	1,242	1,242
Total long-term debt and capital leases	2,542	2,542	2,742
Noncontrolling interests in subsidiaries	2,344	2,344	2,344
Shareholders' equity:			
Common stock, par value $0.10 per share, 3,000 million shares authorized; 777.5 million shares issued and outstanding(1)	78	84	84
Additional capital	6,584	6,818	6,796
Accumulated deficit	(1,913)	(1,913)	(1,913)
Accumulated other comprehensive income (loss)	(7)	(7)	(7)
Total shareholders' equity	4,742	4,982	4,960
Total capitalization	$ 9,981	$ 10,221	$ 10,399

(1) Outstanding common stock does not include (i) 190.0 million shares of common stock reserved for issuance under our equity plans, under which options and restricted stock units to purchase 124.1 million shares were outstanding as of March 5, 2009, at a weighted average exercise price of $16.09 per share, (ii) 3.9 million shares of common stock issuable upon exchange of stock rights held by Intel Corporation and (iii) shares of common stock issuable upon conversion of the notes offered hereby and shares of common stock issuable upon conversion, if any, of the 1.875% convertible senior notes due 2014.

The Issuer has filed a registration statement (including a prospectus and a related preliminary prospectus supplement) with the U.S. Securities and Exchange Commission (SEC) for the offering to which this communication relates. Before you invest, you should read the preliminary prospectus supplement, the accompanying prospectus in the registration statement and the other documents the Issuer has filed with the SEC for more complete information about the Issuer and the offering. You may get these documents for free by visiting IDEA on the SEC's web site at *www.sec.gov*. Alternatively, either preliminary prospectus supplement may be obtained from Morgan Stanley & Co. Incorporated, Attn: Prospectus Department, 180 Varick Street 2/F, New York, NY 10014, call toll-free 1-866-718-1649, or email prospectus@morganstanley.com; from Goldman, Sachs & Co., Attn: Prospectus Department, 85 Broad Street, New York, NY 10004, call toll-free 1-866-471-2526, or fax 212-902-9316, or email prospectus-ny@ny.email.gs.com; or from Deutsche Bank Securities Inc., Attn: Prospectus Department, 100 Plaza One, Jersey City, New Jersey 07311, telephone: (800) 503-4611, email: prospectusrequest@list.db.com.

ANY DISCLAIMERS OR OTHER NOTICES THAT MAY APPEAR BELOW ARE NOT APPLICABLE TO THIS COMMUNICATION AND SHOULD BE DISREGARDED. SUCH DISCLAIMERS OR OTHER NOTICES WERE AUTOMATICALLY GENERATED AS A RESULT OF THIS COMMUNICATION BEING SENT VIA BLOOMBERG OR ANOTHER EMAIL SYSTEM.

SCHEDULE II

Underwriter	Number of Firm Securities to be Purchased	Number of Additional Securities to be Purchased
Morgan Stanley & Co. Incorporated	27,538,716	4,130,807
Goldman, Sachs & Co.	27,538,716	4,130,807
Deutsche Bank Securities Inc.	5,162,568	774,386
Total:	60,240,000	9,036,000

SCHEDULE III

Jurisdictions of Qualification of Company

California
Colorado
Delaware
Idaho
Minnesota
Oregon
Utah
Virginia

SCHEDULE IV

Directors:

Steven R. Appleton

Teruaki Aoki

James W. Bagley

Robert L. Bailey

Mercedes Johnson

Lawrence N. Mondry

Robert E. Switz

Officers:

Steve Appleton

Mark Durcan

Ron Foster

Rod Lewis

Mark Adams

Brian Shirley

Brian Shields

Kipp Bedard

Pat Otte

EXHIBIT A

FORM OF LOCK-UP LETTER

April , 2009

Goldman, Sachs & Co.
85 Broad St.
New York, NY 10004

Morgan Stanley & Co. Incorporated
1585 Broadway
New York, NY 10036

Ladies and Gentlemen:

The undersigned understands that each of Goldman, Sachs & Co. and Morgan Stanley & Co. Incorporated (each, a "**Representative**") proposes to enter into an Underwriting Agreement (the "**Equity Underwriting Agreement**") with Micron Technology, Inc., a Delaware corporation (the "**Company**"), providing for the public offering (the "**Public Equity Offering**") by the several underwriters, including the Representatives (the "**Equity Underwriters**") of shares of the Company's common stock, par value $0.10 per share (the "**Common Stock**"), and an Underwriting Agreement (the "**Convertible Senior Note Underwriting Agreement**" and, together with the Equity Underwriting Agreement, the "**Underwriting Agreements**") with the Company providing for the public offering (the "**Public Convertible Senior Note Offering**" and, together with the Public Equity Offering, the "**Public Offerings**") by the several underwriters, including the Representatives (the "**Convertible Senior Note Underwriters**" and, together with the Equity Underwriters, the "**Underwriters**"), of convertible senior notes of the Company that will be convertible into shares of Common Stock.

To induce the Underwriters that may participate in the Public Offerings to continue their efforts in connection with the Public Offerings, the undersigned hereby agrees that, without the prior written consent of each of the Representatives on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 90 days after the date of the final prospectus relating to the Public Offerings (the "**Prospectus**"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or

otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (a) transactions relating to shares of Common Stock or other securities acquired in open market transactions after the completion of the Public Offerings, *provided* that no filing under Section 16(a) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), shall be required or shall be voluntarily made in connection with subsequent sales of Common Stock or other securities acquired in such open market transactions, (b) transfers of shares of Common Stock or any security convertible into Common Stock as a bona fide gift, (c) to the extent applicable, distributions of shares of Common Stock or any security convertible into Common Stock to limited partners, stockholders, direct or indirect members, or wholly owned subsidiaries of the undersigned, (d) transfers of shares of Common Stock or any security convertible into Common Stock to any trust, partnership or limited liability company for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, (e) transfers of shares of Common Stock or any security convertible into Common Stock to a wholly-owned subsidiary of the undersigned or to the direct or indirect members or partners of the undersigned, (f) transfers of shares of Common Stock or any security convertible into Common Stock by will or intestate, (g) transfers of shares of Common Stock or any security convertible into Common Stock to a nominee or custodian of a person or entity to whom a transfer would be permissible under clauses (b) through (f), (h) in connection with the surrender or forfeiture of shares to the Company to satisfy tax withholding obligations upon exercise or vesting of stock options or awards; *provided* that in the case of any transfer or distribution pursuant to clause (b) through (h) (1) each donee or distributee shall sign and deliver a lock-up letter substantially in the form of this letter and (2) no filing under Section 16(a) of the Exchange Act, reporting a reduction in beneficial ownership of shares of Common Stock, shall be required or shall be voluntarily made during the restricted period referred to in the foregoing sentence, (i) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of Common Stock, *provided* that such plan does not provide for the transfer of Common Stock during the restricted period; or (j) sales of shares of Common Stock or any security convertible into Common Stock upon the termination of the undersigned's employment or other relationship with the Company. In addition, the undersigned agrees that, without the prior written consent of each of the Representatives, on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 90 days after the date of the Prospectus, make any demand for or exercise any right with respect to,

the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's shares of Common Stock except in compliance with the foregoing restrictions.

It is understood that the undersigned will be released from its obligations under this "lock-up" agreement if the Company notifies the undersigned that it does not intend to proceed with the Public Offerings, if the Underwriting Agreements (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Securities, or if the Public Offerings shall not have occurred by April 30, 2009.

The undersigned understands that the Company and the Underwriters are relying upon this agreement in proceeding toward consummation of the Public Offerings. The undersigned further understands that this agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

Whether or not the Public Offerings actually occur depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to the Underwriting Agreements, the terms of which are subject to negotiation between the Company and the Underwriters.

Very truly yours,

_____

(Name)

_____

(Address)

EXHIBIT B

FORM OF OPINION OF WILSON SONSINI GOODRICH & ROSATI, PROFESSIONAL CORPORATION, OUTSIDE COUNSEL TO THE COMPANY

(i) The Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the State of Delaware and has the corporate power and authority to own its properties and to conduct its business as described in the Time of Sale Prospectus and the Prospectus;

(ii) The Company has an authorized capitalization as set forth in the Time of Sale Prospectus and the Prospectus;

(iii) The Securities have been duly authorized by valid corporate action and are free from preemptive rights under the Company's charter or by-laws, the federal laws of the United States of America and the Delaware General Corporation Law. When so issued and paid for in accordance with the terms of the Underwriting Agreement, such shares will be validly issued, fully paid and nonassessable and will conform in all material respects to the description thereof contained in the Time of Sale Prospectus and the Prospectus under the caption "Description of Capital Stock";

(iv) The Underwriting Agreement has been duly authorized, executed and delivered by the Company;

(v) None of the execution, delivery and performance of this Agreement, the issuance and sale of the Securities, or the consummation of any other of the transactions contemplated thereby will conflict with, result in a breach or violation of any of the terms or provisions of, or constitute a default under (A) the charter or by-laws of the Company or (B) any statute, decree, regulation or order known to such counsel to be applicable to the Company of any Delaware court, governmental authority or agency having jurisdiction over the Company or any of its properties or assets, except such conflicts, breaches, violations or defaults in clause (B) above as would not have a material adverse effect on the Company's ability to perform its obligations under such agreements or to consummate the transactions contemplated thereby;

(vi) No consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issue and sale of the Securities or the consummation by the Company of the transactions contemplated by the Underwriting Agreement except such as have been obtained under the Act and such consents, approvals, authorizations, registrations or qualifications as may be required under state

securities or Blue Sky laws in connection with the purchase and distribution of the Securities by the Underwriters;

(vii) The Company is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof, will not be an "investment company," as such term is defined in the Investment Company Act;

(viii) The statements set forth in the Time of Sale Prospectus and Prospectus under the caption "Description of Capital Stock," insofar as they purport to constitute a summary of the terms such capital stock, fairly summarize such terms and documents in all material respects.

In addition, such counsel shall state that it has participated in conferences with certain officers and other representatives of the Company, the Underwriters, counsel for the Underwriters, and the independent certified public accountants of the Company, at which conferences the contents of the Registration Statement, the Time of Sale Prospectus and the Prospectus and related matters were reviewed and discussed. Although such counsel does not assume any responsibility for the accuracy, completeness or fairness of the information contained in the Registration Statement, the Time of Sale Prospectus or the Prospectus (other than as set forth in paragraph (vii) above), no facts have come to such counsel's attention, in the course of such review and discussion, that have caused it to believe that,

(i) the Registration Statement at the time each part became effective contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading (other than the financial statements and related schedules and the financial and statistical data based on or derived from such financial statements or schedules, as to which such counsel expresses no belief);

(ii) the Time of Sale Prospectus, together with the documents listed on an exhibit to such counsel's opinion, all considered together, as of P.M. (New York City time) on April , 2009, and the date of such counsel's opinion contained an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading (other than the financial statements and related schedules and the financial and statistical data based on or derived from such financial statements or schedules, as to which such counsel expresses no belief); or

(iii) the Prospectus, as of its date or as of the date of such counsel's opinion, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading (other than financial statements and related schedules and the financial and statistical data based on or derived from such financial statements or schedules, as to which such counsel expresses no belief).

In addition, such counsel confirms to you that (i) the Registration Statement, when it became effective, (ii) the Time of Sale Prospectus, as of its date (other than the financial statements and related schedules and the financial and statistical data based on or derived from such financial statements or schedules, as to which such counsel express no belief), and (iii) the Prospectus, as of its date (other than the financial statements and related schedules and the financial and statistical data based on or derived from such financial statements or schedules, as to which such counsel expresses no belief) each appeared on their face to comply, in all material respects relevant to the offering of the Securities, as to form with the requirements of the Securities Act and the rules and regulations under the Securities Act. For purposes of this paragraph, such counsel has assumed that the statements made in the Registration Statement, Time of Sale Prospectus and Prospectus are correct and complete.

EXHIBIT C

FORM OF OPINION OF RODERIC W. LEWIS, GENERAL COUNSEL OF THE COMPANY

(i) To the best of such counsel's knowledge, but without inquiring into dockets of any court, commissions, regulatory body, administrative agency or other government body, and other than as set forth in the Time of Sale Prospectus, there are no legal or governmental proceedings pending to which the Company is a party or of which any property or assets of the Company is the subject, which such counsel believes individually or in the aggregate would be reasonably expected to have a material adverse effect upon the Company and its subsidiaries;

(ii) The Securities are free of preemptive rights under any agreement known to me;

(iii) None of the execution, delivery and performance of this Agreement, the issuance and sale of the Securities, or the consummation of any other of the transactions contemplated thereby will conflict with, result in a breach or violation of any of the terms or provisions of, or constitute a default under (A) any material indenture or other material agreement or instrument to which the Company or its subsidiaries is a party or bound, or (B) any statute, decree, regulation or order applicable to the Company of United States federal or Idaho court, governmental authority or agency having jurisdiction over the Company or any of its properties or assets, except such conflicts, breaches, violations or defaults as would not have a material adverse effect on the Company's ability to perform its obligations under such agreements or to consummate the transactions contemplated thereby;

(iv) Except as may be required by the Securities Act of 1933, as amended and the rules and regulations promulgated thereunder or "blue sky" laws of any state of the United States, in connection with the sale of the Securities, no consent, approval, authorization or order of, or filing or registration with, any United States federal or Idaho court or governmental agency or body is required for the execution, delivery and performance of this Agreement and the issuance of the Securities and the consummation of the transactions contemplated thereby; and

(v) The documents incorporated by reference in the Time of Sale Prospectus (other than the financial statements and notes thereto and financial statement schedules and other information of an accounting or financial nature either included therein or omitted therefrom, as to which such counsel need not express an opinion), when they were filed with the Commission, complied as to

form in all material respects with the requirements of the Exchange Act, and the rules and regulations of the Commission thereunder.

Exhibit 10.1

EXECUTION VERSION

GOLDMAN, SACHS & CO. | ONE NEW YORK PLAZA | NEW YORK, NEW YORK 10004 |TEL: (212) 902-1000

Opening Transaction

To: Micron Technology, Inc.
8000 S. Federal Way
Boise, Idaho 83716-9632

A/C: 028405082

From: Goldman, Sachs & Co.

Re: Issuer Capped Share Call Option Transaction

Ref. No: SDB1630322480

Date: April 8, 2008

Dear Sir(s):

The purpose of this communication (this "**Confirmation**") is to set forth the terms and conditions of the above-referenced transaction entered into on the Trade Date specified below (the "**Transaction**") between Goldman, Sachs & Co. ("**Dealer**") and Micron Technology, Inc. ("**Issuer**" or "**Counterparty**"). This communication constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below.

1. This Confirmation is subject to, and incorporates, the definitions and provisions of the 2000 ISDA Definitions (including the Annex thereto) (the "**2000 Definitions**") and the definitions and provisions of the 2002 ISDA Equity Derivatives Definitions (the "**Equity Definitions**", and together with the 2000 Definitions, the "**Definitions**"), in each case as published by the International Swaps and Derivatives Association, Inc. ("**ISDA**"). In the event of any inconsistency between the 2000 Definitions and the Equity Definitions, the Equity Definitions will govern.

Each party is hereby advised, and each such party acknowledges, that the other party has engaged in, or refrained from engaging in, substantial financial transactions and has taken other material actions in reliance upon the parties' entry into the Transaction to which this Confirmation relates on the terms and conditions set forth below.

This Confirmation evidences a complete and binding agreement between Dealer and Counterparty as to the terms of the Transaction to which this Confirmation relates. This Confirmation shall be subject to an agreement (the "**Agreement**") in the form of the 2002 ISDA Master Agreement as if Dealer and Counterparty had executed an agreement in such form on the date hereof (but without any Schedule except for (i) New York law (without regard to the conflicts of law principles) as the governing law and (ii) US Dollars ("**USD**") as the Termination Currency). The parties hereby agree that no Transactions other than the Transaction to which this Confirmation relates shall be governed by the Agreement.

All provisions contained in, or incorporated by reference to, the Agreement will govern this Confirmation except as expressly modified herein. In the event of any inconsistency between this Confirmation and the Definitions or the Agreement, as the case may be, this Confirmation shall govern.

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2. This Transaction constitutes a Share Option Transaction for purposes of the Equity Definitions. The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms:

Trade Date:	April 8, 2009
Components:	The Transaction will be divided into individual Components, each with the terms set forth in this Confirmation, and, in particular, with the Number of Options and Expiration Date set forth in Annex A to this Confirmation. The exercise, valuation and settlement of the Transaction will be effected separately for each Component as if each Component were a separate Transaction under the Agreement.
Option Style:	European
Option Type:	Call
Seller:	Dealer
Buyer:	Counterparty
Shares:	Common Stock (par value $0.10 per Share) of Counterparty (Ticker: "MU")
Number of Options:	For each Component, as provided in Annex A to this Confirmation; *provided* that if Morgan Stanley & Co. Incorporated and Goldman, Sachs & Co., as representatives of the Underwriters named in the Underwriting Agreement dated April 8, 2009 between Counterparty and Morgan Stanley & Co. Incorporated and Goldman, Sachs & Co. (the

"**Underwriting Agreement**"), exercise the option to purchase additional 4.25% Convertible Senior Notes due October 15, 2013 ("**Additional Convertible Notes**") pursuant to Section 2 of the Underwriting Agreement, the Number of Options for each Component shall be automatically increased, effective upon payment by Counterparty of the Additional Premium on the Additional Premium Payment Date, by a number of Options equal to the product of (x) the Number of Options for such Component as set forth in Annex A to this Confirmation and (y) a fraction, the numerator of which is the number of Additional Convertible Notes in denominations of USD1,000 principal amount issued pursuant to such exercise and the denominator of which is the number of Convertible Notes in denominations of USD1,000 principal amount issued prior to such exercise, subject to rounding as deemed appropriate by the Calculation Agent, and Calculation Agent will promptly provide Counterparty and Dealer a schedule setting forth the increased Number of Options for all Components.

Option Entitlement:	One Share per Option
Strike Price:	5.08375

Cap Price:	6.64000
Premium:	The premium for each Component shall be as provided in Annex A to this Confirmation and the aggregate Premium for the Transaction is USD 9,675,000.00; *provided* that if the Number of Options is increased pursuant to the proviso to the definition of "Number of Options" above, Counterparty shall pay on the Additional Premium Payment Date an additional Premium (the "**Additional Premium**") equal to the product of the number of Options by which the aggregate Number of Options for such Components is so increased and USD 0.5465. Dealer and Counterparty hereby agree that, notwithstanding anything to the contrary herein or in the Agreement, following the payment of the Premium (including the Additional Premium, if any), in the event that (a) an Early Termination Date (whether as a result of an Event of Default or a Termination Event) occurs or is designated with respect to any Transaction and, as a result, Counterparty owes to Dealer the amount calculated under Section 6(e) of the Agreement (calculated as if the Transactions were terminated on such Early Termination Date were the sole Transactions under the Agreement) or (b) Counterparty owes to Dealer, pursuant to Section 12.7 or Section 12.9 or the Equity Definitions, an amount calculated under Section 12.8 of the Equity Definitions, such amount shall be deemed to be zero.
Premium Payment Date:	The Effective Date
Effective Date:	April 15, 2009 or such other date as agreed by the parties.
Additional Premium Payment Date:	The closing date for the purchase and sale of the Additional Convertible Notes.
Exchange:	New York Stock Exchange
Related Exchange:	All Exchanges located in the United States on which the equity securities or equity-linked securities of Counterparty are traded.

Procedures for Exercise:

Expiration Time:	Valuation Time
Expiration Date:	As provided in Annex A to this Confirmation (or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day that is not already an Expiration Date for another Component); *provided* that, notwithstanding anything to the contrary in the Equity Definitions, if that date is a Disrupted Day, the Calculation Agent may determine that the Expiration Date for such Component is a Disrupted Day in whole or in part, in which case the Calculation Agent shall, in its reasonable discretion, determine the number of Options for which such day shall be

the Expiration Date and (i) allocate the remaining Options for such Expiration Date to one or more of the remaining Expiration Dates, (ii) designate the first succeeding Scheduled Trading Day that is not a Disrupted Day and is not or is not deemed to be an Expiration Date in respect of any other Component of the Transaction hereunder as the Expiration Date for such remaining Options, or (iii) a combination thereof; *provided further* that if the Expiration Date for a Component (including any portion of a Component whose Expiration Date was postponed as a result of clause (ii) or (iii) above) has not occurred as of the Final Disruption Date, (a) such Final Disruption Date shall be deemed to

be the Expiration Date and Valuation Date for such Component, and (b) the Calculation Agent shall determine the VWAP Price for such Component on the basis of its good faith estimate of the trading value for the relevant Shares. Section 6.6 of the Equity Definitions shall not apply to any Valuation Date occurring on an Expiration Date.

Final Disruption Date: November 30, 2012

Market Disruption Event: Section 6.3(a) of the Equity Definitions is hereby amended by replacing clause (ii) thereof in its entirety with the following: "(ii) an Exchange Disruption, or" and inserting immediately following clause (iii) thereof the following: "; in each case that the Calculation Agent determines is material."

Exchange Business Day; Disrupted Day: Sections 1.29 and 6.4 of the Equity Definitions are hereby amended by adding ", unless the Calculation Agent reasonably determines that any failure of such Exchange or Related Exchange to open does not have a material effect on the trading market for the Shares" following the words "regular trading sessions" in the third line thereof and the words "regular trading session" in the second line thereof, respectively.

Automatic Exercise: Applicable; and means that the Number of Options for the relevant Component will be deemed to be automatically exercised at the Expiration Time on the Expiration Date for such Component if at such time such Component is In-the-Money, as determined by the Calculation Agent, unless Buyer notifies Seller (by telephone or in writing) prior to the Expiration Time on such Expiration Date that it does not wish Automatic Exercise to occur with respect to such Component, in which case Automatic Exercise will not apply with respect to such Component. "**In-the-Money**" means, in respect of any Component, that the VWAP Price on the Expiration Date for such Component is greater than the Strike Price for such Component.

Seller's Telephone Number and Telex and/or Facsimile Number and Contact Details for purpose of Giving Notice:

To:	Goldman, Sachs & Co. One New York Plaza New York, NY 10004
Attn:	Equity Operations: Options and Derivatives
Telephone:	(212) 902-1981
Facsimile:	(212) 428-1980/1983
With a copy to:	
Attn:	Serge Marquié Equity Capital Markets
Telephone:	(212) 902-9779
Facsimile:	(212) 902-3000

Settlement Terms:

Settlement Method Election: Applicable; *provided* that (a) Section 7.1 of the Equity Definitions is hereby amended by replacing the term "Physical Settlement" with the term "Net Share Settlement", (b) Counterparty must make a single irrevocable election for all Components and (c) such Settlement Method Election would be effective only if Counterparty represents and warrants to Dealer in writing on the date of such Settlement Method Election that none of Counterparty and its officers and directors is aware of any material nonpublic information regarding Counterparty or the Shares as of such date.

Electing Party: Counterparty

Settlement Method Election Date: The fifth Scheduled Trading Day prior to the scheduled Expiration Date for the first Component.

Default Settlement Method: Net Share Settlement

Settlement Currency: USD

VWAP Price: For any Expiration Date or other Exchange Business Day, as displayed on Bloomberg Page "MU.N <Equity> AQR" (or any successor thereto) for the Counterparty with respect to the period between 9:30 a.m. to 4:00 p.m. (New York City time) on such day, as determined by Calculation Agent. If no price is available, or there is a Market Disruption Event on such Expiration Date or other Exchange

Business Day, the Calculation Agent shall determine the VWAP Price in a commercially reasonable manner.

Net Share Settlement:

Settlement Date: The Settlement Date shall be the third Scheduled Trading Day after the Expiration Date for the Component (or, in respect of all or part of its obligation to deliver the Number of Shares to be

Delivered, such other earlier date or dates Dealer shall determine in its sole discretion).

Net Share Settlement: If Net Share Settlement applies, on the Settlement Date for each Component, Dealer shall deliver to Counterparty a number of Shares equal to the Number of Shares to be Delivered for such Component to the account specified by Counterparty and cash in lieu of any fractional shares for such Component valued at the VWAP Price on the Expiration Date for such Component.

Number of Shares to be Delivered: For any Component, subject to the last sentence of Section 9.5 of the Equity Definitions:

(i) if the VWAP Price on the Expiration Date for such Component exceeds the Strike Price for such Component but is less than the Cap Price for such Component, a number of Shares equal to (i) the product of (A) the excess of such VWAP Price over such Strike Price, (B) the Number of Options for such Component and (C) the Option Entitlement, *divided by* (ii) such VWAP Price;

(ii) if the VWAP Price on the Expiration Date for such Component equals or exceeds the Cap Price for such Component, a number of Shares equal to (i) the product of (A) the excess of such Cap Price over the Strike Price for such Component, (B) the Number of Options for such Component and (C) the Option Entitlement, *divided by* (ii) such VWAP Price; or

(iii) if the VWAP Price on the Expiration Date for such Component is less than or equal to the Strike Price for such Component, a number of Shares equal to zero.

Other Applicable Provisions: The provisions of Sections 9.1(c), 9.8, 9.9, 9.10, 9.11 and 9.12 of the Equity Definitions will be applicable, as if Physical Settlement applied to the Transaction; *provided* that the Representation and Agreement contained in Section 9.11 of the Equity Definitions shall be modified by excluding any representations therein relating to restrictions, obligations, limitations or requirements under applicable securities laws as a result of the fact that Counterparty is the issuer of any Shares.

Cash Settlement:

Cash Settlement Payment Date: The Cash Settlement Payment Date shall be the third Scheduled Trading Day after the Expiration Date for each Component.

Cash Settlement: If Cash Settlement applies, on the relevant Cash Settlement Payment Date for such Component, Dealer shall pay to Counterparty an amount equal to the sum of the Option Cash Settlement Amount for each Component to the account specified by Counterparty.

Strike Price Differential: For any Component:

(i) if the VWAP Price on the Expiration Date for such Component exceeds the Strike Price for such Component but is less than the Cap Price for such Component, an amount equal to the excess of such VWAP Price over such Strike Price.

(ii) if the VWAP Price on the Expiration Date for such Component equals or exceeds the Cap Price for such Component, an amount equal to the excess of such Cap Price over the Strike Price for such Component; or

(iii) if the VWAP Price on the Expiration Date for such Component is less than or equal to the Strike Price for such Component, zero.

Share Adjustments:

Method of Adjustment: Calculation Agent Adjustment; provided that under Section 11.2(e)(v) of the definition of Potential Adjustment Event the word “repurchase” shall be replaced with the word “tender offer.”

Extraordinary Events:

New Shares:	In the definition of "New Shares" in Section 12.1(i) of the Equity Definitions, the text in subsection (i) shall be deleted in its entirety and replaced with: "publicly quoted, traded or listed on any of the New York Stock Exchange, the NASDAQ Global Select Market or the NASDAQ Global Market (or their respective successors)."
Consequences of Merger Events:	
(a) Share-for-Share:	Modified Calculation Agent Adjustment and, for the avoidance of doubt, if the consideration for the Shares includes (or, at the option of a holder of Shares, may include) shares of an entity or person not organized under the laws of the United States, any State thereof or the District of Columbia ("**Foreign Issuer Shares**"), then the Calculation Agent may choose to apply Cancellation and Payment (Calculation Agent Determination) to that portion of the consideration comprising Foreign Issuer Shares.
(b) Share-for-Other:	Cancellation and Payment (Calculation Agent Determination) on that portion of the Other Consideration that consists of cash; Modified Calculation Agent Adjustment on the remainder of the Other Consideration and, for the avoidance of doubt, if the Other Consideration includes (or, at the option of a holder of Shares, may include) Foreign Issuer Shares, then the Calculation Agent may choose to apply Cancellation and Payment (Calculation Agent Determination) to that portion of the Other Consideration comprising Foreign Issuer Shares.
(c) Share-for-Combined:	Component Adjustment

Tender Offer:	Applicable; provided that (a) Section 12.1(d) of the Equity Definitions is hereby amended by replacing the words "10%" in the third line with "50%".
Consequences of Tender Offers:	
(a) Share-for-Share:	Modified Calculation Agent Adjustment
(b) Share-for-Other:	Cancellation and Payment (Calculation Agent Determination) on that portion of the Other Consideration that consists of cash; Modified Calculation Agent Adjustment on the remainder of the Other Consideration and, for the avoidance of doubt, if the Other Consideration includes (or, at the option of a holder of Shares, may include) Foreign Issuer Shares, then the Calculation Agent may choose to apply Cancellation and Payment (Calculation Agent Determination) to that portion of the Other Consideration comprising Foreign Issuer Shares.
(c) Share-for-Combined:	Component Adjustment
Nationalization, Insolvency or Delisting:	Cancellation and Payment (Calculation Agent Determination); provided that in addition to the provisions of Section 12.6(a)(iii) of the Equity Definitions, it shall also constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, the NASDAQ Global Select Market or the NASDAQ Global Market (or their respective successors); if the Shares are immediately re-listed, re-traded or re-quoted on any such exchange or quotation system, such exchange or quotation system shall be deemed to be the Exchange.
Additional Disruption Events:	
(a) Change in Law:	Applicable; *provided* that Section 12.9(a)(ii) of the Equity Definitions is hereby amended by (i) replacing the phrase "the interpretation" in the third line thereof with the phrase "or announcement or statement of the formal or informal interpretation", (ii) immediately following the word "that" in the sixth line thereof, adding the phrase "as a result of one or more of the circumstances listed in (A) and (B) above" and (iii) deleting clause (Y) thereof in its entirety.
(b) Failure to Deliver:	Not Applicable
(c) Insolvency Filing:	Applicable
(d) Hedging Disruption:	Applicable
(e) Increased Cost of Hedging:	Not Applicable
Hedging Party:	Dealer

Determining Party:	Dealer
Non-Reliance:	Applicable
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable
Additional Acknowledgments:	Applicable
Dealer Payment Instructions:	Chase Manhattan Bank New York For A/C Goldman, Sachs & Co. A/C #930-1-011483 ABA: 021-000021
Counterparty Payment and Delivery Instructions:	To be provided by Counterparty

3. Calculation Agent: Dealer; *provided* that all determinations made by the Calculation Agent shall be made in good faith and in a commercially reasonable manner. Following any calculation by the Calculation Agent hereunder, upon a prior written request by Issuer, the Calculation Agent will provide to Counterparty by e-mail to the e-mail address provided by Counterparty in such a prior written request a report (in a commonly used file format for the storage and manipulation of financial data) displaying in reasonable detail the basis for such calculation; and *provided further* that no transferee of the Transaction in accordance with the terms of this Confirmation shall act as Calculation Agent with respect to such transferred Transaction without the prior consent of Counterparty, such consent not to be unreasonably withheld.

4. Offices:

(a) The Office of Dealer for this Transaction is: One New York Plaza, New York, New York 10004

(b) The Office of Counterparty for this Transaction is: 8000 S. Federal Way, Boise, Idaho 83716-9632.

5. Notices: For purposes of this Confirmation:

(a) Address for notices or communications to Counterparty:

To:	Micron Technology, Inc. 8000 South Federal Way Boise, Idaho 83716
Attn:	General Counsel
Telephone:	(208) 368-4000
Facsimile:	(208) 368-4540
With a copy to:	Wilson Sonsini Goodrich & Rosati Professional Corporation 650 Page Mill Road Palo Alto, CA 94304
Attn:	John A. Fore, Esq.
Telephone:	(650) 493-9300
Facsimile:	(650) 493-6811

(b) Address for notices or communications to Dealer:

To:	Goldman, Sachs & Co. One New York Plaza New York, NY 10004
Attn:	Serge Marquié Equity Capital Markets
Telephone:	(212) 902-9779
Facsimile:	(212) 977-4253
Email:	marqse@am.ibd.gs.com

With a copy to:

Attn:	Brian Smith Equity Capital Markets
Telephone:	(212) 902-0058
Facsimile:	(212) 412-9881

Email:	smibri@am.ibd.gs.com
And email notification to the following address:	Eq-derivs-notifications@am.ibd.gs.com

6. Representations, Warranties and Agreements:

(a) In addition to the representations, warranties and agreements in the Agreement and those contained elsewhere herein, Counterparty represents and warrants to and for the benefit of, and agrees with, Dealer as follows:

(i) On the Trade Date and on any Additional Premium Date (A) none of Counterparty and its officers and directors is aware of any material nonpublic information regarding Counterparty or the Shares and (B) all reports and other documents filed by Counterparty with the Securities and Exchange Commission pursuant to the Exchange Act when considered as a whole (with the more recent such reports and documents deemed to amend inconsistent statements contained in any earlier such reports and documents), do not contain any untrue statement of a material fact or any omission of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading.

(ii) Counterparty intends the Transaction to qualify as an equity instrument for purposes of EITF Issue No. 00-19. Without limiting the generality of Section 13.1 of the Equity Definitions, Counterparty acknowledges that Dealer is not making any representations or warranties with respect to the treatment of the Transaction under any accounting standards including FASB Statements 128, 133 (as amended), 149 or 150, EITF Issue No. 00-19, 01-6, 03-6 or 07-5 (or any successor issue statements) or under FASB's Liabilities & Equity Project.

(iii) Prior to the Trade Date, Counterparty shall deliver to Dealer a resolution of Counterparty's board of directors (or an authorized committee thereof) authorizing the Transaction and such other certificate or certificates as Dealer shall reasonably request.

(iv) On the Trade Date and on any Additional Premium Date, without limiting the generality of Section 3(a)(iii) of the Agreement, the Transaction will not violate Rule 13e-1 or Rule 13e-4 under the Exchange Act.

(v) Counterparty is not entering into this Confirmation to create actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for Shares) or to manipulate the price of the Shares (or any security convertible into or exchangeable for Shares) or otherwise in violation of the Exchange Act.

(vi) Counterparty is not, and after giving effect to the transactions contemplated hereby will not be, an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(vii) On the Trade Date, the Premium Payment Date and on any Additional Premium Payment Date (A) the assets of Counterparty at their fair valuation exceed the liabilities of Counterparty, including contingent liabilities, (B) the capital of Counterparty is adequate to conduct the business of Counterparty and (C) Counterparty has the ability to pay its debts and

obligations as such debts mature and does not intend to, or does not believe that it will, incur debt beyond its ability to pay as such debts mature.

(viii) (A) During each period starting on the first Expiration Date and ending on the last Expiration Date, in each case sharing a common Final Disruption Date (each a "**Settlement Period**"), the Shares or securities that are convertible into, or exchangeable or exercisable for Shares shall not be, subject to a "restricted period," as such term is defined in Regulation M under the Exchange Act ("**Regulation M**") and (B) Counterparty shall not engage in any "distribution," as such term is defined in Regulation M, other than a distribution meeting the requirements of the exceptions set forth in sections 101(b)(10) and 102(b)(7) of Regulation M, until the second Exchange Business Day immediately following the relevant Settlement Period.

(ix) During each Settlement Period, neither Counterparty nor any "affiliate" or "affiliated purchaser" (each as defined in Rule 10b-18 under the Exchange Act ("**Rule 10b-18**")) shall directly or indirectly (including, without limitation, by means of any cash-settled or other derivative instrument) purchase, offer to purchase, place any bid or limit order that would effect a purchase of, or commence any tender offer relating to, any Shares (or an equivalent interest, including a unit of beneficial interest in a trust or limited partnership or a depository share) or any security convertible into or exchangeable or exercisable for Shares.

(b) Each of Dealer and Counterparty agrees and represents that it is an "eligible contract participant" as defined in Section 1a(12) of the U.S. Commodity Exchange Act, as amended.

(c) Each of Dealer and Counterparty acknowledges that the offer and sale of the Transaction to it is intended to be exempt from registration under the Securities Act of 1933, as amended (the "**Securities Act**"), by virtue of Section 4(2) thereof. Accordingly, Counterparty represents and warrants to Dealer and Dealer represents to Counterparty that (i) it has the financial ability to bear the economic risk of its investment in the Transaction and is able to bear a total loss of its investment and its investments in and liabilities in respect of the Transaction, which it understands are not readily marketable, are not disproportionate to its net worth, and it is able to bear any loss in connection with the Transaction, including the loss of its entire investment in the Transaction, (ii) it is an "accredited investor" as that term is defined in Regulation D as promulgated under the Securities Act, (iii) it is entering into the Transaction for its own account without a view to the distribution or resale thereof, (iv) the assignment, transfer or other disposition of the Transaction has not been and will not be registered under the Securities Act and is restricted under this Confirmation, the Securities Act and state securities laws, (v) its financial condition is such that it has no need for liquidity with respect to its investment in the Transaction and no need to dispose of any portion thereof to satisfy any existing or contemplated undertaking or indebtedness and is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the Transaction.

(d) Each of Dealer and Counterparty agrees and acknowledges that Dealer is a "financial institution," "swap participant" and/or "financial participant" within the meaning of Sections 101(22), 101(53C) and 101(22A) of Title 11 of the United States Code (the "**Bankruptcy Code**"). The parties hereto further agree and acknowledge (A) that this Confirmation is (i) a "securities contract," as such term is defined in Section 741(7) of the Bankruptcy Code, with respect to which each payment and delivery hereunder is a "settlement payment," as such term is defined in Section 741(8) of the Bankruptcy Code, and (ii) a "swap agreement," as such term is defined in Section 101(53B) of the Bankruptcy Code, with respect to which each payment and delivery hereunder is a "transfer," as such term is defined in Section 101(54) of the Bankruptcy Code, and (B) that Dealer is entitled to the protections afforded by, among other sections, Sections 362(b)(6), 362(b)(17), 546(e), 546(g), 555 and 560 of the Bankruptcy Code.

(e) Counterparty hereby agrees and acknowledges that the Transaction has not been registered with the Securities and Exchange Commission or any state securities commission and that the Options are being written by Dealer to Counterparty in reliance upon exemptions from any such registration requirements. Counterparty acknowledges that all Options acquired from Dealer will be acquired for investment purposes only and not for the purpose of resale or other transfer except in compliance with the requirements of the Securities Act. Counterparty will not sell or otherwise transfer

any Option or any interest therein except in compliance with the requirements of the Securities Act and any subsequent offer or sale of the Options will be solely for Counterparty's account and not as part of a distribution that would be in violation of the Securities Act.

(f) Each party acknowledges and agrees to be bound by the Conduct Rules of the Financial Industry Regulatory Authority, Inc. applicable to transactions in options, and further agrees not to violate the position and exercise limits set forth therein.

7. Repurchase Notices. Counterparty shall, on any day on which Counterparty effects any repurchase of Shares, promptly give Dealer a written notice of such repurchase (a "**Repurchase Notice**") on such day if following such repurchase, the Notice Percentage as determined on such day is greater by 0.5% than the Notice Percentage included in the immediately preceding Repurchase Notice (or, in the case of the first such Repurchase Notice or the first such Repurchase Notice after the initial Final Disruption Date, greater than 4.5%). The "**Notice Percentage**" as of any day is the fraction (A) the numerator of which is the aggregate of the Number of Shares for all Components under this Transaction and all other Transactions and (B) the denominator of which is the number of Shares outstanding on such day. In the event that Counterparty fails to provide Dealer with a Repurchase Notice on the day and in the manner specified in this Section 7, then Counterparty to the extent permitted by law agrees to indemnify and hold harmless Dealer, its affiliates and their respective directors, officers, employees, agents and controlling persons (Dealer and each such person being an "**Indemnified Person**") from and against any and all losses (including losses relating to Dealer's hedging activities as a consequence of becoming, or of the risk of becoming, a Section 16 "insider," including without limitation any forbearance from hedging activities or cessation of hedging activities and any losses in connection therewith with respect to this Transaction), claims, damages and liabilities (or actions in respect thereof), joint or several, to which such Indemnified Person is subject, including without limitation, Section 16 of the Exchange Act), relating to or arising out of such failure. If for any reason the foregoing indemnification is unavailable to any Indemnified Person or insufficient to hold harmless any Indemnified Person, then Counterparty shall contribute, to the maximum extent permitted by law, to the amount paid or payable by the Indemnified Person as a result of such loss, claim, damage or liability. In addition, Counterparty will reimburse any Indemnified Person for all reasonable expenses (including reasonable counsel fees and expenses) as they are incurred (after notice to Counterparty) in connection with the investigation of, preparation for or defense or settlement of any pending or threatened claim or any action, suit or proceeding (including any governmental or regulatory investigation) arising therefrom, whether or not such Indemnified Person is a party thereto and whether or not such claim, action, suit or proceeding is initiated or brought by or on behalf of Counterparty. This indemnity shall survive the completion of the Transaction contemplated by this Confirmation and any assignment and delegation of the Transaction made pursuant to this Confirmation or the Agreement shall inure to the benefit of any permitted assignee of Dealer. Issuer will not be liable under this indemnity provision to the extent any loss, claim, damage, liability or expense is found in a final judgment by a court to have resulted from Dealer's gross negligence or willful misconduct.

8. Transfer or Assignment. Neither party may transfer any of its rights or obligations under this Transaction without the prior written consent of the non-transferring party (such consent not to be unreasonably withheld); provided that if at any time the Equity Percentage exceeds 9%, Dealer may immediately, in its sole discretion, transfer or assign a number of Options sufficient to reduce the Equity Percentage to 8.5% to any affiliate of Dealer whose obligations are guaranteed by The Goldman Sachs Group, Inc. or any third party with (or with a guarantor (a "**Third Party Guarantor**") that has) a rating for its long-term, unsecured and unsubordinated indebtedness of A- or better by Standard & Poor's Ratings Services or its successor ("**S&P**"), or A3 or better by Moody's Investors Service, Inc. ("**Moody's**") or, if either S&P or Moody's ceases to rate such debt, at least an equivalent rating or better by a substitute agency rating mutually agreed by Counterparty and Dealer; provided however such Third Party Guarantor shall provide a guarantee in a form reasonably satisfactory to the Counterparty in connection with such transfer or assignment. If, in the discretion of Dealer, Dealer is unable to effect such transfer or assignment after its commercially reasonable efforts on pricing terms reasonably acceptable to Dealer, Dealer may designate any Scheduled Trading Day as an Early Termination Date and an Additional Termination Date shall be deemed to occur with respect to a portion (the "**Terminated Portion**") of this Transaction, allocated to Components as Dealer determines in its discretion, such that the Equity Percentage following such partial

termination will be equal to or less than 8.5%. In the event that Dealer so designates an Early Termination Date with respect to a portion of this Transaction, a payment shall be made pursuant to Section 6 of the Agreement as if (i) an Early Termination Date had been designated in respect of a Transaction having terms identical to this Transaction and a Number of Options equal to the Terminated Portion, (ii) Counterparty shall be the Affected Party with respect to such partial termination and (iii) such portion of this Transaction shall be the only Affected Transaction. The "**Equity Percentage**" as of any day is the fraction (A) the numerator of which is the number of Shares that Dealer or any of its affiliates that are subject to aggregation with Dealer beneficially own (within the meaning of Section 13 of the Exchange Act) on such day and (B) the denominator of which is the number of Shares outstanding on such day. Notwithstanding Section 7 of the Agreement, Counterparty may assign its rights and obligations under this Transaction, in whole or in part, on terms reasonably acceptable to both parties, without any payment being owed from Counterparty to Dealer.

9. Extension of Settlement. Dealer may divide any Component into additional Components and designate the Expiration Date, the Final Disruption Date and the Number of Options for each such Component if Dealer determines, in its reasonable discretion, that such further division is necessary or advisable to preserve Dealer's hedging activity hereunder in light of existing liquidity conditions or to enable Dealer to effect purchases of Shares in connection with its hedging activity hereunder in a manner that would, if Dealer were Counterparty or an affiliated purchaser of Counterparty, be compliant with applicable legal and regulatory requirements.

10. Early Termination Right. Counterparty may elect to terminate this Transaction, in whole or in part, prior to the relevant Expiration Date, on terms acceptable to both parties, and, if such termination occurs following the payment of the premiums for all Components, without any payment being owed from Counterparty to Dealer.

11. Equity Rights. Dealer acknowledges and agrees that this Confirmation is not intended to convey to it rights with respect to the Transaction that are senior to the claims of common stockholders in the event of Counterparty's bankruptcy. For the avoidance of doubt, the parties agree that the preceding sentence shall not apply at any time other than during Counterparty's bankruptcy to any claim arising as a result of a breach by Counterparty of any of its obligations under this Confirmation or the Agreement. For the avoidance of doubt, the parties acknowledge that this Confirmation is not secured by any collateral that would otherwise secure the obligations of Counterparty herein under or pursuant to any other agreement.

12. Alternative Calculations and Payment on Early Termination and on Certain Extraordinary Events. If Dealer shall owe Counterparty any amount pursuant to Section 12.2 of the Equity Definitions and "Consequences of Merger Events" above, or Sections 12.3, 12.6, 12.7 or 12.9 of the Equity Definitions (except in the event of a Tender Offer or a Merger Event, in each case, in which the consideration or proceeds to be paid to holders of Shares consists solely of cash) or pursuant to Section 6(d)(ii) of the Agreement (except in the event of an Event of Default in which Counterparty is the Defaulting Party or a Termination Event in which Counterparty is the Affected Party, that resulted from an event or events within Counterparty's control) (a "**Payment Obligation**"), Counterparty shall have the right, in its sole discretion, to require Dealer to satisfy any such Payment Obligation by the Share Termination Alternative (as defined below) by giving irrevocable telephonic notice to Dealer, confirmed in writing within one Scheduled Trading Day, between the hours of 9:00 A.M. and 4:00 P.M. New York City time on the Merger Date, Tender Offer Date, Announcement Date, Early Termination Date or other date of termination, as applicable ("**Notice of Share Termination**"). Within a commercially reasonable period of time following receipt of a Notice of Share Termination, Dealer shall deliver to Counterparty a number of Share Termination Delivery Units having a cash value equal to the amount of such Payment Obligation (such number of Share Termination Delivery Units to be delivered to be determined by the Calculation Agent as the number of whole Share Termination Delivery Units that could be purchased over a commercially reasonable period of time with the cash equivalent of such payment obligation) (the "**Share Termination Alternative**").

Share Termination Delivery Unit:	In the case of a Termination Event, Event of Default, Delisting or Additional Disruption Event, one Share or, in the case of an Insolvency, Nationalization, Merger Event or Tender Offer, one Share or a unit consisting of the number or amount of each type of property

	received by a holder of one Share (without consideration of any requirement to pay cash or other consideration in lieu of fractional amounts of any securities) in such Insolvency, Nationalization, Merger Event or Tender Offer. If such Insolvency, Nationalization, Merger Event or Tender Offer involves a choice of consideration to be received by holders, such holder shall be deemed to have elected to receive the maximum possible amount of cash.
Failure to Deliver:	Applicable
Other applicable provisions:	If Share Termination Alternative is applicable, the provisions of Sections 9.8, 9.9, 9.10, 9.11 and 9.12 of the Equity Definitions will be applicable as if Physical Settlement applied to the termination of the Transaction, except that all references to "Shares" shall be read as references to "Share Termination Delivery Units"; and *provided* that the Representation and Agreement contained in Section 9.11 of the Equity Definitions shall be modified by excluding any representations therein relating to restrictions, obligations, limitations or requirements under applicable securities laws as a result of the fact that Buyer is the issuer of any Share Termination Delivery Units (or any part thereof).

13. Set-Off. The parties agree to amend Section 6 of the Agreement by replacing Section 6(f) in its entirety with the following:

"(f) Upon the occurrence of an Event of Default or Termination Event with respect to a party who is the Defaulting Party or the Affected Party ("**X**"), the other party ("**Y**") will have the right (but not be obliged) without prior notice to X or any other person to set-off or apply any obligation of X under an Equity Contract owed to Y (or any Affiliate of Y) (whether or not matured or contingent and whether or not arising under the Agreement, and regardless of the currency, place of payment or booking office of the obligation) against any obligation of Y (or any Affiliate of Y) under an Equity Contract owed to X (whether or not matured or contingent and whether or not arising under the Agreement, and regardless of the currency, place of payment or booking office of the obligation). Y will give notice to the other party of any set-off effected under this Section 6(f).

"**Equity Contract**" shall mean for purposes of this Section 6(f) any transaction relating to Shares between X and Y (or any Affiliate of Y) that qualifies as 'equity' under applicable accounting rules.

Amounts (or the relevant portion of such amounts) subject to set-off may be converted by Y into the Termination Currency at the rate of exchange at which such party would be able, acting in a reasonable manner and in good faith, to purchase the relevant amount of such currency.

If any obligation is unascertained, Y may in good faith estimate that obligation and set-off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.

Nothing in this Section 6(f) shall be effective to create a charge or other security interest. This Section 6(f) shall be without prejudice and in addition to any right of set-off, combination of accounts, lien or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise)."

14. Amendment to Equity Definitions. Solely for purposes of applying the Equity Definitions and for purposes of this Confirmation, any reference in the Equity Definitions to a Strike Price shall be deemed to be a reference to either of the Strike Price or the Cap Price, or both, as appropriate.

15. Disclosure. Effective from the date of commencement of discussions concerning the Transaction, Counterparty and each of its employees, representatives, or other agents may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the Transaction and all materials of any kind (including opinions or other tax analyses) that are provided to Counterparty relating to such tax treatment and tax structure.

16. Unwind. In the event the sale of the Convertible Notes is not consummated with the initial purchasers pursuant to the Underwriting Agreement, for any reason by the close of business in New York on April 15, 2009 (or such later date as agreed upon by the parties which in no event shall be later than the third Scheduled Trading Day following April 15, 2009) (such date or such later date as agreed upon being the "**Accelerated Unwind Date**"), this Transaction shall automatically terminate (the "**Accelerated Unwind**") on the Accelerated Unwind Date and (i) this Transaction and all of the respective rights and obligations of Dealer and Counterparty under this Transaction shall be cancelled and terminated and (ii) each party shall be released and discharged by the other party from and agrees not to make any claim against the other party with respect to any obligations or liabilities of the other party arising out of and to be performed in connection with this Transaction either prior to or after the Accelerated Unwind Date; *provided* that Counterparty shall reimburse Dealer for any costs or expenses (including market losses) relating to the unwinding of its hedging activities in connection with the Transaction (including any loss or cost incurred as a result of its terminating, liquidating, obtaining or reestablishing any hedge or related trading position), which shall be paid in cash or Shares at the option of the Counterparty (and if paid in Shares, with the market valuation of such Shares being determined in a commercially reasonable manner by the Calculation Agent). The amount of any such reimbursement shall be determined by Dealer in its sole good faith discretion. Dealer shall notify Counterparty of such amount and Counterparty shall pay such amount in immediately available funds on the Early Unwind Date. Dealer and Counterparty represent and acknowledge to the other that upon an Accelerated Unwind and the satisfaction of counterparty's payment obligation, if any, as specified in this Section 16, all obligations with respect to this Transaction shall be deemed fully and finally discharged.

17. No Collateral by Counterparty. **No collateral is required to be posted by Counterparty in respect of this Transaction.**

18. Disposition of Hedge Shares. Counterparty hereby agrees that if at any time, in the reasonable judgment of counsel for the Dealer, the Shares acquired by Dealer for the purpose of hedging its obligations pursuant to the Transaction (other than such Shares, if any, that are, at the time of such determination, due to be delivered to Counterparty in connection with a Net Share Settlement of the Transaction) (the "**Hedge Shares**"), cannot be sold in the U.S. public market by Dealer without registration under the Securities Act, Counterparty shall, at its election: (i) in order to allow Dealer to sell the Hedge Shares in a registered offering, use its commercially reasonable efforts to make available to Dealer an effective registration statement under the Securities Act to cover the resale of such Hedge Shares and (A) enter into an agreement, in form and substance reasonably satisfactory to Dealer, substantially in the form of an underwriting agreement for a registered offering, (B) provide accountant's "comfort" letters in customary form for registered offerings of equity securities, (C) provide disclosure opinions of nationally recognized outside counsel to Counterparty customary in form for registered offerings of equity securities, (D) provide other customary opinions, certificates and closing documents customary in form for registered offerings of equity securities and (E) afford Dealer a reasonable opportunity to conduct a "due diligence" investigation with respect to Counterparty customary in scope for underwritten offerings of equity securities; *provided*, *however*, that if Dealer, in its reasonable discretion, is not satisfied with access to due diligence materials, the results of its due diligence investigation, or the procedures and documentation for the registered offering referred to above, then clause (ii) or clause (iii) of this Section 18 shall apply at the election of Counterparty; (ii) in order to allow Dealer to sell the Hedge Shares in a private placement, enter into a private placement agreement substantially similar to private placement purchase agreements customary for private placements of equity securities, in form and substance reasonably satisfactory to Dealer, including customary representations, covenants, blue sky and other governmental filings and/or registrations, indemnities to Dealer, due diligence rights (for Dealer or any designated buyer of the Hedge Shares from Dealer), opinions and certificates and such other documentation as is customary for private placements agreements, all reasonably acceptable to Dealer (in which case, the Calculation Agent shall make any adjustments to the terms of the Transaction that are necessary, in its reasonable judgment, to compensate Dealer for any discount from the public market price of the Shares incurred on the sale of Hedge Shares in a private placement); or (iii) purchase the Hedge Shares from Dealer at the VWAP Price on such Exchange Business Days, and in the amounts, as requested by Dealer.

19. Opinion of Counsel. Counterparty shall deliver an opinion of counsel, dated as of the Trade Date, in substantially the form attached hereto as Annex B.

20. Waiver of Trial by Jury. **EACH OF COUNTERPARTY AND DEALER HEREBY IRREVOCABLY WAIVES (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS STOCKHOLDERS) ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TRANSACTION OR THE ACTIONS OF DEALER OR ITS AFFILIATES OR COUNTERPARTY OR ITS AFFILIATES IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT HEREOF.**

21. Governing Law. **THE AGREEMENT AND THIS CONFIRMATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS.**

22. Regulatory Provisions. Counterparty represents and warrants that it has received and read and understands the Notice of Regulatory Treatment and the OTC Option Risk Disclosure Statement.

Counterparty hereby agrees (a) to check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing (in the exact form provided by Dealer) correctly sets forth the terms of the agreement between Dealer and Counterparty with respect to this Transaction, by manually signing this Confirmation or this page hereof as evidence of agreement to such terms

and providing the other information requested herein and immediately returning an executed copy to Goldman, Sachs & Co., Equity Derivatives Documentation Department, Facsimile No. (212) 428-1980/83.

Yours faithfully,

GOLDMAN, SACHS & CO.

By: */s/ Daniel W. Kopper*
Name: Daniel W. Kopper
Title: Vice President

Agreed and Accepted By:

MICRON TECHNOLOGY, INC.

By: */s/ Ronald C. Foster*
Name: Ronald C. Foster
Title: Vice President of Finance and Chief Financial Officer

[Confirmation Signature Page]

ANNEX A

Component	Number of Options per Component	Premium per Component	Expiration Date
1	708,138.72	$ 387,000.00	10/16/2012
2	708,138.72	$ 387,000.00	10/17/2012
3	708,138.72	$ 387,000.00	10/18/2012
4	708,138.72	$ 387,000.00	10/19/2012
5	708,138.72	$ 387,000.00	10/22/2012
6	708,138.72	$ 387,000.00	10/23/2012
7	708,138.72	$ 387,000.00	10/24/2012
8	708,138.72	$ 387,000.00	10/25/2012
9	708,138.72	$ 387,000.00	10/26/2012
10	708,138.72	$ 387,000.00	10/29/2012
11	708,138.72	$ 387,000.00	10/30/2012
12	708,138.72	$ 387,000.00	10/31/2012
13	708,138.72	$ 387,000.00	11/1/2012
14	708,138.72	$ 387,000.00	11/2/2012
15	708,138.72	$ 387,000.00	11/5/2012
16	708,138.72	$ 387,000.00	11/6/2012
17	708,138.72	$ 387,000.00	11/7/2012
18	708,138.72	$ 387,000.00	11/8/2012
19	708,138.72	$ 387,000.00	11/9/2012
20	708,138.72	$ 387,000.00	11/12/2012
21	708,138.72	$ 387,000.00	11/13/2012
22	708,138.72	$ 387,000.00	11/14/2012
23	708,138.72	$ 387,000.00	11/15/2012
24	708,138.72	$ 387,000.00	11/16/2012
25	708,138.72	$ 387,000.00	11/19/2012

Aggregate Premium for all Components	
$	9,675,000.00

Schedule (as contemplated by the confirmation dated April 8, 2008 between Micron Technology, Inc. and Goldman, Sachs & Co. for issuer capped share call option transaction (the "Confirmation")) setting forth the increased Number of Options for all Components upon the exercise of the option to purchase additional 4.25% Convertible Senior Notes due October 15, 2013 pursuant to Section 2 of the Underwriting Agreement (as defined in the Confirmation).

Component	Number of Options per Component	Premium per Component	Expiration Date
1	814,359.528	$ 445,050.00	10/16/2012
2	814,359.528	$ 445,050.00	10/17/2012
3	814,359.528	$ 445,050.00	10/18/2012
4	814,359.528	$ 445,050.00	10/19/2012
5	814,359.528	$ 445,050.00	10/22/2012
6	814,359.528	$ 445,050.00	10/23/2012

7	814,359.528	$	445,050.00	10/24/2012
8	814,359.528	$	445,050.00	10/25/2012
9	814,359.528	$	445,050.00	10/26/2012
10	814,359.528	$	445,050.00	10/29/2012
11	814,359.528	$	445,050.00	10/30/2012
12	814,359.528	$	445,050.00	10/31/2012
13	814,359.528	$	445,050.00	11/1/2012
14	814,359.528	$	445,050.00	11/2/2012
15	814,359.528	$	445,050.00	11/5/2012
16	814,359.528	$	445,050.00	11/6/2012
17	814,359.528	$	445,050.00	11/7/2012
18	814,359.528	$	445,050.00	11/8/2012
19	814,359.528	$	445,050.00	11/9/2012
20	814,359.528	$	445,050.00	11/12/2012
21	814,359.528	$	445,050.00	11/13/2012
22	814,359.528	$	445,050.00	11/14/2012
23	814,359.528	$	445,050.00	11/15/2012
24	814,359.528	$	445,050.00	11/16/2012
25	814,359.528	$	445,050.00	11/19/2012

Aggregate Premium for all Components	
$	11,126,250.00

ANNEX B

Form of Opinion

1. The Company has been duly incorporated and is an existing corporation in good standing under the laws of the State of Delaware.

2. The Company is duly qualified as a foreign corporation for the transaction of business and is in good standing in the State of Idaho.

3. The Confirmation has been duly authorized, executed and delivered by the Company.

4. The execution and delivery by the Company of the Confirmation does not result in any violation by the Company of the Certificate of Incorporation or the Bylaws.

Exhibit 10.2

EXECUTION VERSION

Opening Transaction

To: Micron Technology, Inc.
8000 S. Federal Way
Boise, Idaho 83716-9632

A/C: 033-MSAAL4

From: Morgan Stanley & Co. International plc

Re: Issuer Capped Share Call Option Transaction

Ref. No: CGPWK6

Date: April 8, 2009

Dear Sir(s):

The purpose of this communication (this "Confirmation") is to set forth the terms and conditions of the above-referenced transaction entered into on the Trade Date specified below (the "Transaction") between Morgan Stanley & Co. International plc ("Dealer") and Micron Technology, Inc. ("Issuer" or "Counterparty"). Dealer is acting as principal and Morgan Stanley Bank, N.A. ("Agent"), its affiliate, is acting as agent for Dealer and Counterparty for the Transaction under this Confirmation. This communication constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below. This Confirmation is a confirmation for purposes of Rule 10b-10 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). **Dealer is not a member of the Securities Investor Protection Corporation.**

1. This Confirmation is subject to, and incorporates, the definitions and provisions of the 2000 ISDA Definitions (including the Annex thereto) (the "2000 Definitions") and the definitions and provisions of the 2002 ISDA Equity Derivatives Definitions (the "Equity Definitions", and together with the 2000 Definitions, the "Definitions"), in each case as published by the International Swaps and Derivatives Association, Inc. ("ISDA"). In the event of any inconsistency between the 2000 Definitions and the Equity Definitions, the Equity Definitions will govern.

Each party is hereby advised, and each such party acknowledges, that the other party has engaged in, or refrained from engaging in, substantial financial transactions and has taken other material actions in reliance upon the parties' entry into the Transaction to which this Confirmation relates on the terms and conditions set forth below.

This Confirmation evidences a complete and binding agreement between Dealer and Counterparty as to the terms of the Transaction to which this Confirmation relates. This Confirmation shall be subject to an agreement (the "Agreement") in the form of the 2002 ISDA Master Agreement as if Dealer and Counterparty had executed an agreement in such form on the date hereof (but without any Schedule except for (i) New York law (without regard to the conflicts of law principles) as the governing law and (ii) US Dollars ("USD") as the Termination Currency). The parties hereby agree that no Transactions other than the Transaction to which this Confirmation relates shall be governed by the Agreement.

All provisions contained in, or incorporated by reference to, the Agreement will govern this Confirmation except as expressly modified herein. In the event of any inconsistency between this Confirmation and the Definitions or the Agreement, as the case may be, this Confirmation shall govern.

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2. This Transaction constitutes a Share Option Transaction for purposes of the Equity Definitions. The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms:

Trade Date:	April 8, 2009
Components:	The Transaction will be divided into individual Components, each with the terms set forth in this Confirmation, and, in particular, with the Number of Options and Expiration Date set forth in Annex A to this Confirmation. The exercise, valuation and settlement of the Transaction will be effected separately for each Component as if each Component were a separate Transaction under the Agreement.
Option Style:	European
Option Type:	Call
Seller:	Dealer
Buyer:	Counterparty
Shares:	Common Stock (par value $0.10 per Share) of Counterparty (Ticker: "MU")
Number of Options:	For each Component, as provided in Annex A to this Confirmation; *provided* that if Morgan Stanley & Co. Incorporated and Goldman, Sachs & Co., as representatives of the Underwriters named in the Underwriting Agreement dated April 8, 2009 between

Counterparty and Morgan Stanley & Co. Incorporated and Goldman, Sachs & Co. (the "Underwriting Agreement"), exercise the option to purchase additional 4.25% Convertible Senior Notes due October 15, 2013 ("Additional Convertible Notes") pursuant to Section 2 of the Underwriting Agreement, the Number of Options for each Component shall be automatically increased, effective upon payment by Counterparty of the Additional Premium on the Additional Premium Payment Date, by a number of Options equal to the product of (x) the Number of Options for such Component as set forth in Annex A to this Confirmation and (y) a fraction, the numerator of which is the number of Additional Convertible Notes in denominations of USD1,000 principal amount issued pursuant to such exercise and the denominator of which is the number of Convertible Notes in denominations of USD1,000 principal amount issued prior to such exercise, subject to rounding as deemed appropriate by the Calculation Agent, and Calculation Agent will promptly provide Counterparty and Dealer a schedule setting forth the increased Number of Options for all Components.

Option Entitlement:	One Share per Option
Strike Price:	5.0837
Cap Price:	6.6400
Premium:	The premium for each Component shall be as provided in Annex A to this Confirmation and the aggregate Premium for the

Transaction is USD 7,525,000; *provided* that if the Number of Options is increased pursuant to the proviso to the definition of "Number of Options" above, Counterparty shall pay on the Additional Premium Payment Date an additional Premium (the "Additional Premium") equal to the product of the number of Options by which the aggregate Number of Options for such Components is so increased and USD 0.5465031. Dealer and Counterparty hereby agree that, notwithstanding anything to the contrary herein or in the Agreement, following the payment of the Premium (including the Additional Premium, if any), in the event that (a) an Early Termination Date (whether as a result of an Event of Default or a Termination Event) occurs or is designated with respect to any Transaction and, as a result, Counterparty owes to Dealer the amount calculated under Section 6(e) of the Agreement (calculated as if the Transactions were terminated on such Early Termination Date were the sole Transactions under the Agreement) or (b) Counterparty owes to Dealer, pursuant to Section 12.7 or Section 12.9 or the Equity Definitions, an amount calculated under Section 12.8 of the Equity Definitions, such amount shall be deemed to be zero.

Premium Payment Date:	The Effective Date
Effective Date:	April 15, 2009 or such other date as agreed by the parties.
Additional Premium Payment Date:	The closing date for the purchase and sale of the Additional Convertible Notes.
Exchange:	New York Stock Exchange
Related Exchange:	All Exchanges located in the United States on which the equity securities or equity-linked securities of Counterparty are traded.

Procedures for Exercise:

Expiration Time:	Valuation Time
Expiration Date:	As provided in Annex A to this Confirmation (or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day that is not already an Expiration Date for another Component); *provided* that, notwithstanding anything to the contrary in the Equity Definitions, if that date is a Disrupted Day, the Calculation Agent may determine that the Expiration Date for such Component is a Disrupted Day in whole or in part, in which case the Calculation Agent shall, in its reasonable discretion, determine the number of Options for which such day shall be the Expiration Date and (i) allocate the remaining Options for such Expiration Date to one or more of the remaining Expiration Dates, (ii) designate the first succeeding Scheduled Trading Day that is not a Disrupted Day and is not or is not deemed to be an Expiration Date in respect of any other Component of the Transaction hereunder as the Expiration Date for such remaining Options, or (iii) a combination thereof; *provided further* that if the Expiration Date for a Component (including any portion of a Component whose Expiration Date was postponed as a result of clause (ii) or (iii) above) has not occurred as of the Final Disruption Date, (a) such Final Disruption Date shall be deemed to be the

	Expiration Date and Valuation Date for such Component, and (b) the Calculation Agent shall determine the VWAP Price for such Component on the basis of its good faith estimate of the trading value for the relevant Shares. Section 6.6 of the Equity Definitions shall not apply to any Valuation Date occurring on an Expiration Date.
Final Disruption Date:	November 30, 2012
Market Disruption Event:	Section 6.3(a) of the Equity Definitions is hereby amended by replacing clause (ii) thereof in its entirety with the following: "(ii) an Exchange Disruption, or" and inserting immediately following clause (iii) thereof the following: "; in each case that the Calculation Agent determines is material."
Exchange Business Day; Disrupted Day:	Sections 1.29 and 6.4 of the Equity Definitions are hereby amended by adding ", unless the Calculation Agent reasonably determines that any failure of such Exchange or Related Exchange to open does not have a material effect on the trading market for the Shares" following the words "regular trading sessions" in the third line thereof and the words "regular trading session" in the second line thereof, respectively.
Automatic Exercise:	Applicable; and means that the Number of Options for the relevant Component will be deemed to be automatically exercised at the Expiration Time on the Expiration Date for such Component if at such time such Component is In-the-Money, as determined by the Calculation Agent, unless Buyer notifies Seller (by telephone or in writing) prior to the Expiration Time on such Expiration Date that it does not wish Automatic Exercise to occur with respect to such Component, in which case Automatic Exercise will not apply with respect to such Component. "In-the-Money" means, in respect of any Component, that the VWAP Price on the Expiration Date for such Component is greater than the Strike Price for such Component.
Seller's Telephone Number and Telex and/or Facsimile Number and Contact Details for purpose of Giving Notice:	To be provided by Dealer.

Settlement Terms:

Settlement Method Election:	Applicable; *provided* that (a) Section 7.1 of the Equity Definitions is hereby amended by replacing the term "Physical Settlement" with the term "Net Share Settlement", (b) Counterparty must make a single irrevocable election for all Components and (c) such Settlement Method Election would be effective only if Counterparty represents and warrants to Dealer in writing on the date of such Settlement Method Election that none of Counterparty and its officers and directors is aware of any material nonpublic information regarding Counterparty or the Shares as of such date.
Electing Party:	Counterparty
Settlement Method Election Date:	The fifth Scheduled Trading Day prior to the scheduled Expiration Date for the first Component.

Default Settlement Method:	Net Share Settlement
Settlement Currency:	USD
VWAP Price:	For any Expiration Date or other Exchange Business Day, as displayed on Bloomberg Page "MU.N <Equity> AQR" (or any successor thereto) for the Counterparty with respect to the period between 9:30 a.m. to 4:00 p.m. (New York City time) on such day, as determined by Calculation Agent. If no price is available, or there is a Market Disruption Event on such Expiration Date or other Exchange Business Day, the Calculation Agent shall determine the VWAP Price in a commercially reasonable manner.

Net Share Settlement:

Settlement Date:	The Settlement Date shall be the third Scheduled Trading Day after the Expiration Date for the Component (or, in respect of all or part of its obligation to deliver the Number of Shares to be Delivered, such other earlier date or dates Dealer shall determine in its sole discretion).
Net Share Settlement:	If Net Share Settlement applies, on the Settlement Date for each Component, Dealer shall deliver to Counterparty a number of Shares equal to the Number of Shares to be Delivered for such Component to the account specified by Counterparty and cash in lieu of any fractional shares for such Component valued at the VWAP Price on the Expiration Date for such Component.

Number of Shares to be Delivered:	For any Component, subject to the last sentence of Section 9.5 of the Equity Definitions: (i) if the VWAP Price on the Expiration Date for such Component exceeds the Strike Price for such Component but is less than the Cap Price for such Component, a number of Shares equal to (i) the product of (A) the excess of such VWAP Price over such Strike Price, (B) the Number of Options for such Component and (C) the Option Entitlement, *divided by* (ii) such VWAP Price; (ii) if the VWAP Price on the Expiration Date for such Component equals or exceeds the Cap Price for such Component, a number of Shares equal to (i) the product of (A) the excess of such Cap Price over the Strike Price for such Component, (B) the Number of Options for such Component and (C) the Option Entitlement, *divided by* (ii) such VWAP Price; or (iii) if the VWAP Price on the Expiration Date for such Component is less than or equal to the Strike Price for such Component, a number of Shares equal to zero.
Other Applicable Provisions:	The provisions of Sections 9.1(c), 9.8, 9.9, 9.10, 9.11 and 9.12 of the Equity Definitions will be applicable, as if Physical Settlement applied to the Transaction; *provided* that the Representation and Agreement contained in Section 9.11 of the Equity Definitions shall be modified by excluding any representations therein relating to restrictions, obligations, limitations or requirements under applicable securities laws as a result of the fact that Counterparty is the issuer of any Shares.

Cash Settlement:

Cash Settlement Payment Date:	The Cash Settlement Payment Date shall be the third Scheduled Trading Day after the Expiration Date for each Component.
Cash Settlement:	If Cash Settlement applies, on the relevant Cash Settlement Payment Date for such Component, Dealer shall pay to Counterparty an amount equal to the sum of the Option Cash Settlement Amount for each Component to the account specified by Counterparty.
Strike Price Differential:	For any Component: (i) if the VWAP Price on the Expiration Date for such Component exceeds the Strike Price for such Component but is less than the Cap Price for such Component, an amount equal to the excess of such VWAP Price over such Strike Price. (ii) if the VWAP Price on the Expiration Date for such Component equals or exceeds the Cap Price for such Component, an amount equal to the excess of such Cap Price over the Strike Price for such Component; or (iii) if the VWAP Price on the Expiration Date for such Component is less than or equal to the Strike Price for such Component, zero.

Share Adjustments:

Method of Adjustment:	Calculation Agent Adjustment; provided that under Section 11.2(e)(v) of the definition of Potential Adjustment Event the word “repurchase” shall be replaced with the word “tender offer”.

Extraordinary Events:

New Shares:	In the definition of “New Shares” in Section 12.1(i) of the Equity Definitions, the text in subsection (i) shall be deleted in its entirety and replaced with: “publicly quoted, traded or listed on any of the New York Stock Exchange, the NASDAQ Global Select Market or the NASDAQ Global Market (or their respective successors)”.

Consequences of Merger Events:

(a)	Share-for-Share:	Modified Calculation Agent Adjustment and, for the avoidance of doubt, if the consideration for the Shares includes (or, at the option of a holder of Shares, may include) shares of an entity or person not organized under the laws of the United States, any State thereof or the District of Columbia (“Foreign Issuer Shares”), then the Calculation Agent may choose to apply Cancellation and Payment (Calculation Agent Determination) to that portion of the consideration comprising Foreign Issuer Shares.
(b)	Share-for-Other:	Cancellation and Payment (Calculation Agent Determination) on that portion of the Other Consideration that consists of cash; Modified Calculation Agent Adjustment on the remainder of the Other Consideration and, for the avoidance of doubt, if the Other

Consideration includes (or, at the option of a holder of Shares, may include) Foreign Issuer Shares, then the Calculation Agent may

choose to apply Cancellation and Payment (Calculation Agent Determination) to that portion of the Other Consideration comprising Foreign Issuer Shares.

(c)	Share-for-Combined:	Component Adjustment
Tender Offer:		Applicable; provided that (a) Section 12.1(d) of the Equity Definitions is hereby amended by replacing the words "10%" in the third line with "50%".
Consequences of Tender Offers:		
(a)	Share-for-Share:	Modified Calculation Agent Adjustment
(b)	Share-for-Other:	Cancellation and Payment (Calculation Agent Determination) on that portion of the Other Consideration that consists of cash; Modified Calculation Agent Adjustment on the remainder of the Other Consideration and, for the avoidance of doubt, if the Other Consideration includes (or, at the option of a holder of Shares, may include) Foreign Issuer Shares, then the Calculation Agent may choose to apply Cancellation and Payment (Calculation Agent Determination) to that portion of the Other Consideration comprising Foreign Issuer Shares.
(c)	Share-for-Combined:	Component Adjustment
Nationalization, Insolvency or Delisting:		Cancellation and Payment (Calculation Agent Determination); provided that in addition to the provisions of Section 12.6(a)(iii) of the Equity Definitions, it shall also constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, the NASDAQ Global Select Market or the NASDAQ Global Market (or their respective successors); if the Shares are immediately re-listed, re-traded or re-quoted on any such exchange or quotation system, such exchange or quotation system shall be deemed to be the Exchange.
Additional Disruption Events:		
(a)	Change in Law:	Applicable; *provided* that Section 12.9(a)(ii) of the Equity Definitions is hereby amended by (i) replacing the phrase "the interpretation" in the third line thereof with the phrase "or announcement or statement of the formal or informal interpretation", (ii) immediately following the word "that" in the sixth line thereof, adding the phrase "as a result of one or more of the circumstances listed in (A) and (B) above" and (iii) deleting clause (Y) thereof in its entirety.
(b)	Failure to Deliver:	Not Applicable
(c)	Insolvency Filing:	Applicable
(d)	Hedging Disruption:	Applicable
(e)	Increased Cost of Hedging:	Not Applicable
Hedging Party: Dealer		

Determining Party:	Dealer
Non-Reliance:	Applicable
Agreements and Acknowledgements Regarding Hedging Activities:	Applicable
Additional Acknowledgements:	Applicable
Dealer Payment Instructions:	To be provided by Dealer.
Counterparty Payment and Delivery Instructions:	To be provided by Counterparty.

3. Calculation Agent: Dealer; *provided* that all determinations made by the Calculation Agent shall be made in good

faith and in a commercially reasonable manner. Following any calculation by the Calculation Agent hereunder, upon a prior written request by Issuer, the Calculation Agent will provide to Counterparty by e-mail to the e-mail address provided by Counterparty in such a prior written request a report (in a commonly used file format for the storage and manipulation of financial data) displaying in reasonable detail the basis for such calculation; and *provided further* that no transferee of the Transaction in accordance with the terms of this Confirmation shall act as Calculation Agent with respect to such transferred Transaction without the prior consent of Counterparty, such consent not to be unreasonably withheld.

4. Offices:

(a) The Office of Dealer for this Transaction is: 1585 Broadway, 4th Floor, New York, New York 10036

(b) The Office of Counterparty for this Transaction is: 8000 S. Federal Way, Boise, Idaho 83716-9632.

5. Notices: For purposes of this Confirmation:

(a) Address for notices or communications to Counterparty:

To:	Micron Technology, Inc. 8000 South Federal Way Boise, Idaho 83716
Attn:	General Counsel
Telephone:	(208) 368-4000
Facsimile:	(208) 368-4540
With a copy to:	Wilson Sonsini Goodrich & Rosati Professional Corporation 650 Page Mill Road Palo Alto, CA 94304
Attn:	John A. Fore, Esq.
Telephone:	(650) 493-9300
Facsimile:	(650) 493-6811

(b) Address for notices or communications to Dealer:

To:	Morgan Stanley & Co. International plc c/o Morgan Stanley Bank, N.A. c/o Morgan Stanley 750 Seventh Avenue, 29th Floor New York, New York 10019
Attn:	Robert Poselle
Telephone:	(212) 276-2427
Facsimile:	(212) 507-0724

With a copy to:	Morgan Stanley & Co. International plc c/o Morgan Stanley Bank, N.A. c/o Morgan Stanley 750 Seventh Avenue, 29th Floor New York, New York 10019
Attn:	Anthony Cicia
Telephone:	(212) 276-2427
Facsimile:	(212) 507-0724

6. Representations, Warranties and Agreements:

(a) In addition to the representations, warranties and agreements in the Agreement and those contained elsewhere herein, Counterparty represents and warrants to and for the benefit of, and agrees with, Dealer as follows:

(i) On the Trade Date and on any Additional Premium Date (A) none of Counterparty and its officers and directors is aware of any material nonpublic information regarding Counterparty or the Shares and (B) all reports and other documents filed by Counterparty with the Securities and Exchange Commission pursuant to the Exchange Act when considered as a whole (with the more recent such reports and documents deemed to amend inconsistent statements contained in any earlier such reports and documents), do not contain any untrue statement of a material fact or any omission of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading.

(ii) Counterparty intends the Transaction to qualify as an equity instrument for purposes of EITF Issue No. 00-19. Without limiting the generality of Section 13.1 of the Equity Definitions, Counterparty acknowledges that Dealer is not making any representations or warranties with respect to the treatment of the Transaction under any accounting standards including FASB Statements 128, 133 (as amended), 149 or 150, EITF Issue No. 00-19, 01-6, 03-6 or 07-5 (or any successor issue statements) or under FASB's Liabilities & Equity Project.

(iii) Prior to the Trade Date, Counterparty shall deliver to Dealer a resolution of Counterparty's board of directors (or an authorized committee thereof) authorizing the Transaction and such other certificate or certificates as Dealer shall reasonably request.

(iv) On the Trade Date and on any Additional Premium Date, without limiting the generality of Section 3(a)(iii) of the Agreement, the Transaction will not violate Rule 13e-1 or Rule 13e-4 under the Exchange Act.

(v) Counterparty is not entering into this Confirmation to create actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for Shares) or to manipulate the price of the Shares (or any security convertible into or exchangeable for Shares) or otherwise in violation of the Exchange Act.

(vi) Counterparty is not, and after giving effect to the transactions contemplated hereby will not be, an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(vii) On the Trade Date, the Premium Payment Date and on any Additional Premium Payment Date (A) the assets of Counterparty at their fair valuation exceed the liabilities of Counterparty, including contingent liabilities, (B) the capital of Counterparty is adequate to conduct the business of Counterparty and (C) Counterparty has the ability to pay its debts and obligations as such debts mature and does not intend to, or does not believe that it will, incur debt beyond its ability to pay as such debts mature.

(viii) (A) During each period starting on the first Expiration Date and ending on the last Expiration Date, in each case sharing a common Final Disruption Date (each a "Settlement Period"), the Shares or securities that are convertible into, or exchangeable or exercisable for Shares shall not be, subject to a "restricted period," as such term is defined in Regulation M under the Exchange Act ("Regulation M") and (B) Counterparty shall not engage in any "distribution," as such term is defined in Regulation M, other than a

distribution meeting the requirements of the exceptions set forth in sections 101(b)(10) and 102(b)(7) of Regulation M, until the second Exchange Business Day immediately following the relevant Settlement Period.

(ix) During each Settlement Period, neither Counterparty nor any "affiliate" or "affiliated purchaser" (each as defined in Rule 10b-18 under the Exchange Act ("Rule 10b-18")) shall directly or indirectly (including, without limitation, by means of any cash-settled or other derivative instrument) purchase, offer to purchase, place any bid or limit order that would effect a purchase of, or commence any tender offer relating to, any Shares (or an equivalent interest, including a unit of beneficial interest in a trust or limited partnership or a depository share) or any security convertible into or exchangeable or exercisable for Shares.

(b) Each of Dealer and Counterparty agrees and represents that it is an "eligible contract participant" as defined in Section 1a(12) of the U.S. Commodity Exchange Act, as amended.

(c) Each of Dealer and Counterparty acknowledges that the offer and sale of the Transaction to it is intended to be exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), by virtue of Section 4(2) thereof. Accordingly, Counterparty represents and warrants to Dealer and Dealer represents to Counterparty that (i) it has the financial ability to bear the economic risk of its investment in the Transaction and is able to bear a total loss of its investment and its investments in and liabilities in respect of the Transaction, which it understands are not readily marketable, are not disproportionate to its net worth, and it is able to bear any loss in connection with the Transaction, including the loss of its entire investment in the Transaction, (ii) it is an "accredited investor" as that term is defined in Regulation D as promulgated under the Securities Act, (iii) it is entering into the Transaction for its own account without a view to the distribution or resale thereof, (iv) the assignment, transfer or other disposition of the Transaction has not been and will not be registered under the Securities Act and is restricted under this Confirmation, the Securities Act and state securities laws, (v) its financial condition is such that it has no need for liquidity with respect to its investment in the Transaction and no need to dispose of any portion thereof to satisfy any existing or contemplated undertaking or indebtedness and is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the Transaction.

(d) Each of Dealer and Counterparty agrees and acknowledges that Dealer is a "financial institution," "swap participant" and/or "financial participant" within the meaning of Sections 101(22), 101(53C) and 101(22A) of Title 11 of the United States Code (the "**Bankruptcy Code**"). The parties hereto further agree and acknowledge (A) that this Confirmation is (i) a "securities contract," as such term is defined in Section 741(7) of the Bankruptcy Code, with respect to which each payment and delivery hereunder is a "settlement payment," as such term is defined in Section 741(8) of the Bankruptcy Code, and (ii) a "swap agreement," as such term is defined in Section 101(53B) of the Bankruptcy Code, with respect to which each payment and delivery hereunder is a "transfer," as such term is defined in Section 101(54) of the Bankruptcy Code, and (B) that Dealer is entitled to the protections afforded by, among other sections, Sections 362(b)(6), 362(b)(17), 546(e), 546(g), 555 and 560 of the Bankruptcy Code.

(e) Counterparty hereby agrees and acknowledges that the Transaction has not been registered with the Securities and Exchange Commission or any state securities commission and that the Options are being written by Dealer to Counterparty in reliance upon exemptions from any such registration requirements. Counterparty acknowledges that all Options acquired from Dealer will be acquired for investment purposes only and not for the purpose of resale or other transfer except in compliance with the requirements of the Securities Act. Counterparty will not sell or otherwise transfer any Option or any interest therein except in compliance with the requirements of the Securities Act and any subsequent offer or sale of the Options will be solely for Counterparty's account and not as part of a distribution that would be in violation of the Securities Act.

7. Repurchase Notices. Counterparty shall, on any day on which Counterparty effects any repurchase of Shares, promptly give Dealer a written notice of such repurchase (a "Repurchase Notice") on such day if following such repurchase, the Notice Percentage as determined on such day is greater by 0.5% than the Notice Percentage included in the immediately preceding Repurchase Notice (or, in the case of the first such Repurchase Notice or the first such Repurchase Notice after the initial Final Disruption Date, greater than 4.5%). The "Notice Percentage" as of any day is the fraction (A) the numerator of which is the aggregate of the Number of Shares for all Components under this Transaction and all other Transactions and (B) the denominator of which is the number of Shares outstanding on such day. In the event that Counterparty fails to provide Dealer with a Repurchase Notice on the day and in the manner

specified in this Section 7, then Counterparty to the extent permitted by law agrees to indemnify and hold harmless Dealer, its affiliates and their respective directors, officers, employees, agents and controlling persons (Dealer and each such person being an "Indemnified Person") from and against any and all losses (including losses relating to Dealer's hedging activities as a consequence of becoming, or of the risk of becoming, a Section 16 "insider," including without limitation any forbearance from hedging activities or cessation of hedging activities and any losses in connection therewith with respect to this Transaction), claims, damages and liabilities (or actions in respect thereof), joint or several, to which such Indemnified Person is subject, including without limitation, Section 16 of the Exchange Act), relating to or arising out of such failure. If for any reason the foregoing indemnification is unavailable to any Indemnified Person or insufficient to hold harmless any Indemnified Person, then Counterparty shall contribute, to the maximum extent permitted by law, to the amount paid or payable by the Indemnified Person as a result of such loss, claim, damage or liability. In addition, Counterparty will reimburse any Indemnified Person for all reasonable expenses (including reasonable counsel fees and expenses) as they are incurred (after notice to Counterparty) in connection with the investigation of, preparation for or defense or settlement of any pending or threatened claim or any action, suit or proceeding (including any governmental or regulatory investigation) arising therefrom, whether or not such Indemnified Person is a party thereto and whether or not such claim, action, suit or proceeding is initiated or brought by or on behalf of Counterparty. This indemnity shall survive the completion of the Transaction contemplated by this Confirmation and any assignment and delegation of the Transaction made pursuant to this Confirmation or the Agreement shall inure to the benefit of any permitted assignee of Dealer. Issuer will not be liable under this indemnity provision to the extent any loss, claim, damage, liability or expense is found in a final judgment by a court to have resulted from Dealer's gross negligence or willful misconduct.

8. Transfer or Assignment. Neither party may transfer any of its rights or obligations under this Transaction without the prior written consent of the non-transferring party (such consent not to be unreasonably withheld); provided that if at any time the Equity Percentage exceeds 9%, Dealer may immediately, in its sole discretion, transfer or assign a number of Options sufficient to reduce the Equity Percentage to 8.5% to any affiliate of Dealer whose obligations are guaranteed by Morgan Stanley, or any third party with (or with a guarantor (a "Third Party Guarantor") that has) a rating for its long-term, unsecured and unsubordinated indebtedness of A- or better by Standard & Poor's Ratings Services or its successor ("S&P"), or A3 or better by Moody's Investors Service, Inc. ("Moody's") or, if either S&P or Moody's ceases to rate such debt, at least an equivalent rating or better by a substitute agency rating mutually agreed by Counterparty and Dealer; provided however such Third Party Guarantor shall provide a guarantee in a form reasonably satisfactory to the Counterparty in connection with such transfer or assignment. If, in the discretion of Dealer, Dealer is unable to effect such transfer or assignment after its commercially reasonable efforts on pricing terms reasonably acceptable to Dealer, Dealer may designate any Scheduled Trading Day as an Early Termination Date and an Additional Termination Date shall be deemed to occur with respect to a portion (the "Terminated Portion") of this Transaction, allocated to Components as Dealer determines in its discretion, such that the Equity Percentage following such partial termination will be equal to or less than 8.5%. In the event that Dealer so designates an Early Termination Date with respect to a portion of this Transaction, a payment shall be made pursuant to Section 6 of the Agreement as if (i) an Early Termination Date had been designated in respect of a Transaction having terms identical to this Transaction and a Number of Options equal to the Terminated Portion, (ii) Counterparty shall be the Affected Party with respect to such partial termination and (iii) such portion of this Transaction shall be the only Affected Transaction. The "Equity Percentage" as of any day is the fraction (A) the numerator of which is the number of Shares that Dealer or any of its affiliates that are subject to aggregation with Dealer beneficially own (within the meaning of Section 13 of the Exchange Act) on such day and (B) the denominator of which is the number of Shares outstanding on such day. Notwithstanding Section 7 of the Agreement, Counterparty may assign its rights and obligations under this Transaction, in whole or in part, on terms reasonably acceptable to both parties, without any payment being owed from Counterparty to Dealer.

9. Extension of Settlement. Dealer may divide any Component into additional Components and designate the Expiration Date, the Final Disruption Date and the Number of Options for each such Component if Dealer determines, in its reasonable discretion, that such further division is necessary or advisable to preserve Dealer's hedging activity hereunder in light of existing liquidity conditions or to enable Dealer to effect purchases of Shares in connection with its hedging activity hereunder in a manner that would, if Dealer were Counterparty or an affiliated purchaser of Counterparty, be compliant with applicable legal and regulatory requirements.

10. Early Termination Right. Counterparty may elect to terminate this Transaction, in whole or in part, prior to the relevant Expiration Date, on terms acceptable to both parties, and, if such termination occurs following the payment of the premiums for all Components, without any payment being owed from Counterparty to Dealer.

11. Equity Rights. Dealer acknowledges and agrees that this Confirmation is not intended to convey to it rights with respect to the Transaction that are senior to the claims of common stockholders in the event of Counterparty's bankruptcy. For the avoidance of doubt, the parties agree that the preceding sentence shall not apply at any time other than during Counterparty's bankruptcy to any claim arising as a result of a breach by Counterparty of any of its obligations under this Confirmation or the Agreement. For the avoidance of doubt, the parties acknowledge that this Confirmation is not secured by any collateral that would otherwise secure the obligations of Counterparty herein under or pursuant to any other agreement.

12. Alternative Calculations and Payment on Early Termination and on Certain Extraordinary Events. If Dealer shall owe Counterparty any amount pursuant to Section 12.2 of the Equity Definitions and "Consequences of Merger Events" above, or Sections 12.3, 12.6, 12.7 or 12.9 of the Equity Definitions (except in the event of a Tender Offer or a Merger Event, in each case, in which the consideration or proceeds to be paid to holders of Shares consists solely of cash) or pursuant to Section 6(d)(ii) of the Agreement (except in the event of an Event of Default in which Counterparty is the Defaulting Party or a Termination Event in which Counterparty is the Affected Party, that resulted from an event or events within Counterparty's control) (a "Payment Obligation"), Counterparty shall have the right, in its sole discretion, to require Dealer to satisfy any such Payment Obligation by the Share Termination Alternative (as defined below) by giving irrevocable telephonic notice to Dealer, confirmed in writing within one Scheduled Trading Day, between the hours of 9:00 A.M. and 4:00 P.M. New York City time on the Merger Date, Tender Offer Date, Announcement Date, Early Termination Date or other date of termination, as applicable ("Notice of Share Termination"). Within a commercially reasonable period of time following receipt of a Notice of Share Termination, Dealer shall deliver to Counterparty a number of Share Termination Delivery Units having a cash value equal to the amount of such Payment Obligation (such number of Share Termination Delivery Units to be delivered to be determined by the Calculation Agent as the number of whole Share Termination Delivery Units that could be purchased over a commercially reasonable period of time with the cash equivalent of such payment obligation) (the "Share Termination Alternative").

Share Termination Delivery Unit:	In the case of a Termination Event, Event of Default, Delisting or Additional Disruption Event, one Share or, in the case of an Insolvency, Nationalization, Merger Event or Tender Offer, one Share or a unit consisting of the number or amount of each type of property received by a holder of one Share (without consideration of any requirement to pay cash or other consideration in lieu of fractional amounts of any securities) in such Insolvency, Nationalization, Merger Event or Tender Offer. If such Insolvency, Nationalization, Merger Event or

	Tender Offer involves a choice of consideration to be received by holders, such holder shall be deemed to have elected to receive the maximum possible amount of cash.
Failure to Deliver:	Applicable
Other applicable provisions:	If Share Termination Alternative is applicable, the provisions of Sections 9.8, 9.9, 9.10, 9.11 and 9.12 of the Equity Definitions will be applicable as if Physical Settlement applied to the termination of the Transaction, except that all references to "Shares" shall be read as references to "Share Termination Delivery Units"; and *provided* that the Representation and Agreement contained in Section 9.11 of the Equity Definitions shall be modified by excluding any representations therein relating to restrictions, obligations, limitations or requirements under applicable securities laws as a result of the fact that Buyer is the issuer of any Share Termination Delivery Units (or any part thereof).

13. Set-Off. The parties agree to amend Section 6 of the Agreement by replacing Section 6(f) in its entirety with the following:

"(f) Upon the occurrence of an Event of Default or Termination Event with respect to a party who is the Defaulting Party or the Affected Party ("X"), the other party ("Y") will have the right (but not be obliged) without prior notice to X or any other person to set-off or apply any obligation of X under an Equity Contract owed to Y (or any Affiliate of Y) (whether or not matured or contingent and whether or not arising under the Agreement, and regardless of the currency, place of payment or booking office of the obligation) against any obligation of Y (or any Affiliate of Y)

under an Equity Contract owed to X (whether or not matured or contingent and whether or not arising under the Agreement, and regardless of the currency, place of payment or booking office of the obligation). Y will give notice to the other party of any set-off effected under this Section 6(f).

"Equity Contract" shall mean for purposes of this Section 6(f) any transaction relating to Shares between X and Y (or any Affiliate of Y) that qualifies as 'equity' under applicable accounting rules.

Amounts (or the relevant portion of such amounts) subject to set-off may be converted by Y into the Termination Currency at the rate of exchange at which such party would be able, acting in a reasonable manner and in good faith, to purchase the relevant amount of such currency.

If any obligation is unascertained, Y may in good faith estimate that obligation and set-off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.

Nothing in this Section 6(f) shall be effective to create a charge or other security interest. This Section 6(f) shall be without prejudice and in addition to any right of set-off, combination of accounts, lien or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise)."

14. Amendment to Equity Definitions. Solely for purposes of applying the Equity Definitions and for purposes of this Confirmation, any reference in the Equity Definitions to a Strike Price shall be deemed to be a reference to either of the Strike Price or the Cap Price, or both, as appropriate.

15. Disclosure. Effective from the date of commencement of discussions concerning the Transaction, Counterparty and each of its employees, representatives, or other agents may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the Transaction and all materials of any kind (including opinions or other tax analyses) that are provided to Counterparty relating to such tax treatment and tax structure.

16. Unwind. In the event the sale of the Convertible Notes is not consummated with the initial purchasers pursuant to the Underwriting Agreement, for any reason by the close of business in New York on April 15, 2009 (or such later date as agreed upon by the parties which in no event shall be later than the third Scheduled Trading Day following April 15, 2009) (such date or such later date as agreed upon being the "Accelerated Unwind Date"), this Transaction shall automatically terminate (the "Accelerated Unwind") on the Accelerated Unwind Date and (i) this Transaction and all of the respective rights and obligations of Dealer and Counterparty under this Transaction shall be cancelled and terminated and (ii) each party shall be released and discharged by the other party from and agrees not to make any claim against the other party with respect to any obligations or liabilities of the other party arising out of and to be performed in connection with this Transaction either prior to or after the Accelerated Unwind Date; *provided* that Counterparty shall reimburse Dealer for any costs or expenses (including market losses) relating to the unwinding of its hedging activities in connection with the Transaction (including any loss or cost incurred as a result of its terminating, liquidating, obtaining or reestablishing any hedge or related trading position), which shall be paid in cash or Shares at the option of the Counterparty (and if paid in Shares, with the market valuation of such Shares being determined in a commercially reasonable manner by the Calculation Agent). The amount of any such reimbursement shall be determined by Dealer in its sole good faith discretion. Dealer shall notify Counterparty of such amount and Counterparty shall pay such amount in immediately available funds on the Early Unwind Date. Dealer and Counterparty represent and acknowledge to the other that upon an Accelerated Unwind and the satisfaction of counterparty's payment obligation, if any, as specified in this Section 16, all obligations with respect to this Transaction shall be deemed fully and finally discharged.

17. Additional Provisions. Counterparty understands and agrees that Agent will act as agent for both parties with respect to the Transaction. Agent is so acting solely in its capacity as agent for Counterparty and Dealer pursuant to instructions from Counterparty and Dealer. Agent shall have no responsibility or personal liability to either party arising from any failure by either party to pay or perform any obligation under the Transaction. Each party agrees to proceed solely against the other to collect or recover any amount owing to it or enforce any of its rights in connection with or as a result of the Transaction.

Notwithstanding any provisions of the Agreement, all communications relating to the Transaction or the Agreement shall be transmitted exclusively through Agent at Morgan Stanley Bank, N.A., 750 Seventh Avenue, 29th Floor, New York, New York 10019.

18. No Collateral by Counterparty. **No collateral is required to be posted by Counterparty in respect of this Transaction.**

19. Disposition of Hedge Shares. Counterparty hereby agrees that if at any time, in the reasonable judgment of counsel for the Dealer, the Shares acquired by Dealer for the purpose of hedging its obligations pursuant to the Transaction (other than such Shares, if any, that are, at the time of such determination, due to be delivered to Counterparty in connection with a Net Share Settlement of the Transaction) (the "Hedge Shares"), cannot be sold in the U.S. public market by Dealer without registration under the Securities Act, Counterparty shall, at its election: (i) in order to allow Dealer to sell the Hedge Shares in a registered offering, use its commercially reasonable efforts to make available to Dealer an effective registration statement under the Securities Act to cover the resale of such Hedge Shares and (A) enter into an agreement, in form and substance reasonably satisfactory to Dealer, substantially in the form of an underwriting agreement for a registered offering, (B) provide accountant's "comfort" letters in customary form for registered offerings of equity securities, (C) provide disclosure opinions of nationally recognized outside counsel to Counterparty customary in form for registered offerings of equity securities, (D) provide other customary opinions, certificates and closing documents customary in form for registered offerings of equity securities and (E) afford Dealer a reasonable opportunity to conduct a "due diligence" investigation with respect to Counterparty customary in scope for underwritten offerings of equity securities; *provided*, *however*, that if Dealer, in its reasonable discretion, is not satisfied with access to due diligence materials, the results of its due diligence investigation, or the procedures and documentation for the registered offering referred to above, then clause (ii) or clause (iii) of this Section 18 shall apply at the election of Counterparty; (ii) in order to allow Dealer to sell the Hedge Shares in a private placement, enter into a private placement agreement substantially similar to private placement purchase agreements customary for private placements of equity securities, in form and substance reasonably satisfactory to Dealer, including customary representations, covenants, blue sky and other governmental filings and/or registrations, indemnities to Dealer, due diligence rights (for Dealer or any designated buyer of the Hedge Shares from Dealer), opinions and certificates and such other documentation as is customary for private placements agreements, all reasonably acceptable to Dealer (in which case, the Calculation Agent shall make any adjustments to the terms of the Transaction that are necessary, in its reasonable judgment, to compensate Dealer for any discount from the public market price of the Shares incurred on the sale of Hedge Shares in a private placement); or (iii) purchase the Hedge Shares from Dealer at the VWAP Price on such Exchange Business Days, and in the amounts, as requested by Dealer.

20. Opinion of Counsel. Counterparty shall deliver an opinion of counsel, dated as of the Trade Date, in substantially the form attached hereto as Annex B.

21. Waiver of Trial by Jury. **EACH OF COUNTERPARTY AND DEALER HEREBY IRREVOCABLY WAIVES (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS STOCKHOLDERS) ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TRANSACTION OR THE ACTIONS OF DEALER OR ITS AFFILIATES OR COUNTERPARTY OR ITS AFFILIATES IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT HEREOF.**

22. Governing Law. **THE AGREEMENT AND THIS CONFIRMATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS.**

23. Regulatory Provisions. Counterparty represents and warrants that it has received and read and understands the Notice of Regulatory Treatment and the OTC Option Risk Disclosure Statement. Agent will furnish Counterparty upon written request a statement as to the source and amount of any remuneration received or to be received by Agent in connection with the Transaction evidenced hereby.

24. Role of Agent. (i) Agent is acting as agent for Dealer but does not guarantee the performance of Dealer or Counterparty; (ii) Dealer is not a member of the Securities Investor Protection Corporation; (iii) Agent, Dealer and Counterparty each hereby acknowledges that any transactions by Dealer or Agent in the Shares will be undertaken by Dealer as principal for its own account; and (iv) all of the actions to be taken by Dealer and Agent in connection with the Transaction shall be taken by Dealer or Agent independently and without any advance or subsequent consultation with Counterparty; and (v) Agent is hereby authorized to act as agent for Counterparty only to the extent required to satisfy the requirements of Rule 15a-6 under the Exchange Act in respect of the Transaction described hereby.

25. Guarantee. On or prior to the Effective Date, Dealer shall deliver to Counterparty an executed copy of a guarantee in the form attached hereto as Annex C.

Counterparty hereby agrees (a) to check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing (in the exact form provided by Dealer) correctly sets forth the terms of the agreement between Dealer and Counterparty with respect to this Transaction, by manually signing this Confirmation or this page hereof as evidence of agreement to such terms and providing the other information requested herein and immediately returning an executed copy to Agent at Morgan Stanley Bank, N.A., 750 Seventh Avenue, 29th Floor, New York, New York 10019.

Yours faithfully,

Morgan Stanley & Co. International plc

By: */s/ Rachel Patel*
Name: Rachel Patel

Title: Executive Director

Morgan Stanley Bank, N.A., as agent

By: */s/ Susan E. Carroll*
Name: Susan E. Carroll
Title: CEO

Agreed and Accepted By:

MICRON TECHNOLOGY, INC.

By: */s/ Ronald C. Foster*
Name: Ronald C. Foster
Title: Vice President of Finance and Chief Financial Officer

[Confirmation Signature Page]

ANNEX A

Component	Number of Options per Component	Premium per Component	Expiration Date
1	550,774	$ 301,000.00	10/16/2012
2	550,774	$ 301,000.00	10/17/2012
3	550,774	$ 301,000.00	10/18/2012
4	550,774	$ 301,000.00	10/19/2012
5	550,774	$ 301,000.00	10/22/2012
6	550,774	$ 301,000.00	10/23/2012
7	550,774	$ 301,000.00	10/24/2012
8	550,774	$ 301,000.00	10/25/2012
9	550,774	$ 301,000.00	10/26/2012
10	550,774	$ 301,000.00	10/29/2012
11	550,774	$ 301,000.00	10/30/2012
12	550,774	$ 301,000.00	10/31/2012
13	550,774	$ 301,000.00	11/1/2012
14	550,774	$ 301,000.00	11/2/2012
15	550,774	$ 301,000.00	11/5/2012
16	550,774	$ 301,000.00	11/6/2012
17	550,774	$ 301,000.00	11/7/2012
18	550,774	$ 301,000.00	11/8/2012
19	550,774	$ 301,000.00	11/9/2012
20	550,774	$ 301,000.00	11/12/2012
21	550,774	$ 301,000.00	11/13/2012
22	550,774	$ 301,000.00	11/14/2012
23	550,774	$ 301,000.00	11/15/2012
24	550,774	$ 301,000.00	11/16/2012
25	550,788	$ 301,000.00	11/19/2012

Aggregate Premium for all Components	
$	7,525,000.00

Schedule (as contemplated by the confirmation dated April 8, 2008 between Micron Technology, Inc. and Morgan Stanley & Co. International plc for issuer capped share call option transaction (the "Confirmation")) setting forth the increased Number of Options for all Components upon the exercise of the option to purchase additional 4.25% Convertible Senior Notes due October 15, 2013 pursuant to Section 2 of the Underwriting Agreement (as defined in the Confirmation).

Component	Number of Options per Component	Premium per Component	Expiration Date
1	633,390	$ 346,150.00	10/16/2012
2	633,390	$ 346,150.00	10/17/2012
3	633,390	$ 346,150.00	10/18/2012
4	633,390	$ 346,150.00	10/19/2012
5	633,390	$ 346,150.00	10/22/2012
6	633,390	$ 346,150.00	10/23/2012
7	633,390	$ 346,150.00	10/24/2012
8	633,390	$ 346,150.00	10/25/2012
9	633,390	$ 346,150.00	10/26/2012
10	633,390	$ 346,150.00	10/29/2012

11	633,390	$	346,150.00	10/30/2012
12	633,390	$	346,150.00	10/31/2012
13	633,390	$	346,150.00	11/1/2012
14	633,390	$	346,150.00	11/2/2012
15	633,390	$	346,150.00	11/5/2012
16	633,390	$	346,150.00	11/6/2012
17	633,390	$	346,150.00	11/7/2012
18	633,390	$	346,150.00	11/8/2012
19	633,390	$	346,150.00	11/9/2012
20	633,390	$	346,150.00	11/12/2012
21	633,390	$	346,150.00	11/13/2012
22	633,390	$	346,150.00	11/14/2012
23	633,390	$	346,150.00	11/15/2012
24	633,390	$	346,150.00	11/16/2012
25	633,409	$	346,150.00	11/19/2012

Aggregate Premium for all Components	
$	8,653,750.00

ANNEX B

Form of Opinion

1. The Company has been duly incorporated and is an existing corporation in good standing under the laws of the State of Delaware.

2. The Company is duly qualified as a foreign corporation for the transaction of business and is in good standing in the State of Idaho.

3. The Confirmation has been duly authorized, executed and delivered by the Company.

4. The execution and delivery by the Company of the Confirmation does not result in any violation by the Company of the Certificate of Incorporation or the Bylaws.

ANNEX C

Form of Guarantee

Morgan Stanley

1585 BROADWAY
NEW YORK, NY 10036-8293

April 8, 2009

To: Micron Technology, Inc.
8000 S. Federal Way
Boise, Idaho 83716-9632

Ladies and Gentlemen:

In consideration of that certain trade dated as of April 8, 2009 Confirm Number by and between Morgan Stanley & Co. International plc (hereinafter "MS International") and Micron Technology, Inc. (hereinafter "Counterparty") (such confirmation exchanged between the parties hereinafter the "Confirmation"), Morgan Stanley, a Delaware corporation (hereinafter "MS"), hereby irrevocably and unconditionally guarantees to Counterparty, with effect from the date of the Confirmation, the due and punctual payment of all amounts payable by MS International under the Confirmation when the same shall become due and payable, whether on scheduled payment dates, upon demand, upon declaration of termination or otherwise, in accordance with the terms of the Confirmation and giving effect to any applicable grace period. Upon failure of MS International punctually to pay any such amounts, and upon written demand by Counterparty to MS at its address set forth in the signature block of this Guarantee (or to such other address as MS may specify in writing), MS agrees to pay or cause to be paid such amounts; provided that delay by Counterparty in giving such demand shall in no event affect MS's obligations under this Guarantee.

MS hereby agrees that its obligations hereunder shall be unconditional and will not be discharged except by complete payment of the amounts payable under the Confirmation, irrespective of any claim as to the Confirmation's validity, regularity or enforceability or the lack of authority of MS International to execute or deliver the Confirmation; or any change in or amendment to the Confirmation; or any waiver or consent by Counterparty with respect to any provisions thereof; or the absence of any action to enforce the Confirmation, or the recovery of any judgment against MS International or of any action to enforce a judgment against MS International under the Confirmation; any similar circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor generally.

MS hereby waives diligence, presentment, demand on MS International for payment or otherwise (except as provided hereinabove), filing of claims, requirement of a prior proceeding against MS International and protest or notice, except as provided for in the Confirmation with respect to amounts payable by MS International. If at any time payment under the Confirmation is rescinded or must be otherwise restored or returned by Counterparty upon the insolvency, bankruptcy or reorganization of MS International or MS or otherwise, MS's obligations hereunder with respect to such payment shall be reinstated upon such restoration or return being made by Counterparty.

MS represents to Counterparty as of the date hereof:

1. it is duly organized and validly existing under the laws of the jurisdiction of its incorporation and has full power and legal right to execute and deliver this Guarantee and to perform the provisions of this Guarantee on its part to be performed;

2. its execution, delivery and performance of this Guarantee have been and remain duly authorized by all necessary corporate action and do not contravene any provision of its certificate of incorporation or by-laws or any law, regulation or contractual restriction binding on it or its assets;

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3. all consents, authorizations, approvals and clearances (including, without limitation, any necessary exchange control approval) and notifications, reports and registrations requisite for its due execution, delivery and performance of this Guarantee have been obtained from or, as the case may be, filed with the relevant governmental authorities having jurisdiction and remain in full force and effect and all conditions thereof have been duly complied with and no other action by, and no notice to or filing with, any governmental authority having jurisdiction is required for such execution, delivery or performance; and

4. this Guarantee is its legal, valid and binding obligation enforceable against it in accordance with its terms except as enforcement hereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' right or by general equity principles.

By accepting this Guarantee and executing the Confirmation, Counterparty agrees that MS shall be subrogated to all rights of Counterparty against MS International in respect of any amounts paid by MS pursuant to this Guarantee, provided that MS shall be entitled to enforce or to receive any payment arising out of or based upon such right of subrogation only to the extent that it has paid all amounts payable by MS International under the Confirmation..

This Guarantee shall expire on the last Expiration Date as defined in the Confirmation, however, this guarantee may be terminated upon 15 days prior written notice to that effect actually received by Counterparty. Such expiration or termination shall not, however, affect or reduce MS's obligation hereunder for any liability of MS International incurred with respect to transactions entered into by MS International prior to such expiration.

This Guarantee shall be governed by and construed in accordance with the laws of the State of New York. All capitalized terms not otherwise defined herein shall have the respective meanings assigned to them in the Confirmation.

MORGAN STANLEY

By:

Name:
Title:
Address: 1585 Broadway
New York, NY 10036

Exhibit 10.3

EXECUTION VERSION

Deutsche Bank 

Deutsche Bank AG, London Branch
Winchester house
1 Great Winchester St,
London EC2N 2DB
Telephone: 44 20 7545 8000

c/o Deutsche Bank Securities Inc.
60 Wall Street
New York, NY 10005
Telephone: 212-250-2500

Opening Transaction

Date: **April 8, 2009**

To: Micron Technology, Inc.
8000 S. Federal Way
Boise, Idaho 83716-9632

From: Deutsche Bank AG, London Branch

Re: Issuer Capped Share Call Option Transaction

Ref. No: 325758

Dear Sir(s):

The purpose of this communication (this "Confirmation") is to set forth the terms and conditions of the above-referenced transaction entered into on the Trade Date specified below (the "Transaction") between Deutsche Bank AG, London Branch ("Dealer") and Micron Technology, Inc. ("Issuer" or "Counterparty"). Dealer is acting as principal and Deutsche Bank Securities Inc. ("Agent"), its affiliate, is acting as agent for Dealer and Counterparty for the Transaction under this Confirmation. This communication constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below. This Confirmation is a confirmation for purposes of Rule 10b-10 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

DEUTSCHE BANK AG IS NOT REGISTERED AS A BROKER OR DEALER UNDER THE U.S. SECURITIES EXCHANGE ACT OF 1934, AS AMENDED. DEUTSCHE BANK SECURITIES INC. HAS ACTED SOLELY AS AGENT IN CONNECTION WITH THE TRANSACTION AND HAS NO OBLIGATION, BY WAY OF ISSUANCE, ENDORSEMENT, GUARANTEE OR OTHERWISE WITH RESPECT TO THE PERFORMANCE OF EITHER PARTY UNDER THE TRANSACTION. DEUTSCHE BANK AG, LONDON BRANCH IS NOT A MEMBER OF THE SECURITIES INVESTOR PROTECTION CORPORATION (SIPC).

1. This Confirmation is subject to, and incorporates, the definitions and provisions of the 2000 ISDA Definitions (including the Annex thereto) (the "2000 Definitions") and the definitions and provisions of the 2002 ISDA Equity Derivatives Definitions (the "Equity Definitions", and together with the 2000 Definitions, the "Definitions"), in each case as published by the International Swaps and Derivatives Association, Inc. ("ISDA"). In the event of any inconsistency between the 2000 Definitions and the Equity Definitions, the Equity Definitions will govern.

Chairman of the Supervisory Board: Clemens Börsig Board of Managing Directors: Hermann-Josef Lamberti, Josef Ackermann, Anthony DiIorio, Hugo Banziger

Deutsche Bank AG is regulated by the FSA for the conduct of designated investment business in the UK, is a member of the London Stock Exchange and is a limited liability company incorporated in the Federal Republic of Germany HRB No. 30 000 District Court of Frankfurt am Main; Branch Registration No. in England and Wales BR000005, Registered address: Winchester House, 1 Great Winchester Street, London EC2N 2DB.

Each party is hereby advised, and each such party acknowledges, that the other party has engaged in, or refrained from engaging in, substantial financial transactions and has taken other material actions in reliance upon the parties' entry into the Transaction to which this Confirmation relates on the terms and conditions set forth below.

This Confirmation evidences a complete and binding agreement between Dealer and Counterparty as to the terms of the Transaction to which this Confirmation relates. This Confirmation shall be subject to an agreement (the "Agreement") in the form of the 2002 ISDA Master Agreement as if Dealer and Counterparty had executed an agreement in such form on the date hereof (but without any Schedule except for (i) New York law (without regard to the conflicts of law principles) as the governing law and (ii) US Dollars ("USD") as the Termination Currency). The parties hereby agree that no Transactions other than the Transaction to which this Confirmation relates shall be governed by the Agreement.

All provisions contained in, or incorporated by reference to, the Agreement will govern this Confirmation except as expressly modified herein. In the event of any inconsistency between this Confirmation and the Definitions or the Agreement, as the case may be, this Confirmation shall govern.

2. This Transaction constitutes a Share Option Transaction for purposes of the Equity Definitions. The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms:

Trade Date:	April 8, 2009
Components:	The Transaction will be divided into individual Components, each with the terms set forth in this Confirmation, and, in particular, with the Number of Options and Expiration Date set forth in Annex A to this Confirmation. The exercise, valuation and settlement of the Transaction will be effected separately for each Component as if each Component were a separate Transaction under the Agreement.
Option Style:	European
Option Type:	Call
Seller:	Dealer
Buyer:	Counterparty
Shares:	Common Stock (par value $0.10 per Share) of Counterparty (Ticker: "MU")
Number of Options:	For each Component, as provided in Annex A to this Confirmation; *provided* that if Morgan Stanley & Co. Incorporated and Goldman, Sachs & Co., as representatives of the Underwriters named in the Underwriting Agreement dated April 8, 2009 between Counterparty and Morgan Stanley & Co. Incorporated and Goldman, Sachs & Co. (the "Underwriting Agreement"), exercise the option to purchase additional 4.25% Convertible Senior Notes due October 15, 2013 ("Additional Convertible Notes") pursuant to Section 2 of the Underwriting Agreement, the Number of Options for each Component shall be automatically increased, effective upon payment by Counterparty of the Additional Premium on the Additional Premium Payment Date, by a number of Options equal to the product of (x) the Number of Options for such Component as set forth in Annex A to this Confirmation and (y) a fraction, the numerator of which is the number of Additional

	Convertible Notes in denominations of USD1,000 principal amount issued pursuant to such exercise and the denominator of which is the number of Convertible Notes in denominations of USD1,000 principal amount issued prior to such exercise, subject to rounding as deemed appropriate by the Calculation Agent, and Calculation Agent will promptly provide Counterparty and Dealer a schedule setting forth the increased Number of Options for all Components.
Option Entitlement:	One Share per Option
Strike Price:	5.08375
Cap Price:	6.64000
Premium:	The premium for each Component shall be as provided in Annex A to this Confirmation and the aggregate Premium for the Transaction is USD4,300,000; *provided* that if the Number of Options is increased pursuant to the proviso to the definition of "Number of Options" above, Counterparty shall pay on the Additional Premium Payment Date an additional Premium (the "Additional Premium") equal to the product of the number of Options by which the aggregate Number of Options for such Components is so increased and USD0.5465. Dealer and Counterparty hereby agree that, notwithstanding anything to the contrary herein or in the Agreement, following the payment of the Premium (including the Additional Premium, if any), in the event that (a) an Early Termination Date (whether as a result of an Event of Default or a Termination Event) occurs or is designated with respect to any Transaction and, as a result, Counterparty owes to Dealer the amount calculated under Section 6(e) of the Agreement (calculated as if the Transactions were terminated on such Early Termination Date were the sole Transactions under the Agreement) or (b) Counterparty owes to Dealer, pursuant to Section 12.7 or Section 12.9 or the Equity Definitions, an amount calculated under Section 12.8 of the Equity Definitions, such amount shall be deemed to be zero.
Premium Payment Date:	The Effective Date
Effective Date:	April 15, 2009 or such other date as agreed by the parties.
Additional Premium Payment Date:	The closing date for the purchase and sale of the Additional Convertible Notes.
Exchange:	New York Stock Exchange
Related Exchange:	All Exchanges located in the United States on which the equity securities or equity-linked securities of Counterparty are traded.

Procedures for Exercise:

Expiration Time:	Valuation Time
Expiration Date:	As provided in Annex A to this Confirmation (or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day that is not already an Expiration Date for another

	Component); *provided* that, notwithstanding anything to the contrary in the Equity Definitions, if that date is a Disrupted Day, the Calculation Agent may determine that the Expiration Date for such Component is a Disrupted Day in whole or in part, in which case the Calculation Agent shall, in its reasonable discretion, determine the number of Options for which such day shall be the Expiration Date and (i) allocate the remaining Options for such Expiration Date to one or more of the remaining Expiration Dates, (ii) designate the first succeeding Scheduled Trading Day that is not a Disrupted Day and is not or is not deemed to be an Expiration Date in respect of any other Component of the Transaction hereunder as the Expiration Date for such remaining Options, or (iii) a combination thereof; *provided further* that if the Expiration Date for a Component (including any portion of a Component whose Expiration Date was postponed as a result of clause (ii) or (iii) above) has not occurred as of the Final Disruption Date, (a) such Final Disruption Date shall be deemed to be the Expiration Date and Valuation Date for such Component, and (b) the Calculation Agent shall determine the VWAP Price for such Component on the basis of its good faith estimate of the trading value for the relevant Shares. Section 6.6 of the Equity Definitions shall not apply to any Valuation Date occurring on an Expiration Date.
Final Disruption Date:	November 30, 2012
Market Disruption Event:	Section 6.3(a) of the Equity Definitions is hereby amended by replacing clause (ii) thereof in its entirety with the following: "(ii) an Exchange Disruption, or" and inserting immediately following clause (iii) thereof the following: "; in each case that the Calculation Agent determines is material."
Exchange Business Day; Disrupted Day:	Sections 1.29 and 6.4 of the Equity Definitions are hereby amended by adding ", unless the Calculation Agent reasonably determines that any failure of such Exchange or Related Exchange to open does not have a material effect on the trading market for the Shares" following the words "regular trading sessions" in the third line thereof and the words "regular trading session" in the second line thereof, respectively.
Automatic Exercise:	Applicable; and means that the Number of Options for the relevant Component will be deemed to be automatically exercised at the Expiration Time on the Expiration Date for such Component if at such time such Component is In-the-Money, as determined by the Calculation Agent, unless Buyer notifies Seller (by telephone or in writing) prior to the Expiration Time on such Expiration Date that it does not wish Automatic Exercise to occur with respect to such Component, in which case Automatic Exercise will not apply with respect to such Component. "In-the-Money" means, in respect of any Component, that the VWAP Price on the Expiration Date for such Component is greater than the Strike Price for such Component.

Seller's Telephone Number and Telex and/or Facsimile Number and Contact Details for purpose of Giving Notice:	To be provided by Dealer.

Settlement Terms:

Settlement Method Election:	Applicable; *provided* that (a) Section 7.1 of the Equity Definitions is hereby amended by replacing the term "Physical Settlement" with the term "Net Share Settlement", (b) Counterparty must make a single irrevocable election for all Components and (c) such Settlement Method Election would be effective only if Counterparty represents and warrants to Dealer in writing on the date of such Settlement Method Election that none of Counterparty and its officers and directors is aware of any material nonpublic information regarding Counterparty or the Shares as of such date.
Electing Party:	Counterparty
Settlement Method Election Date:	The fifth Scheduled Trading Day prior to the scheduled Expiration Date for the first Component.
Default Settlement Method:	Net Share Settlement

Settlement Currency:	USD
VWAP Price:	For any Expiration Date or other Exchange Business Day, as displayed on Bloomberg Page "MU.N <Equity> AQR" (or any successor thereto) for the Counterparty with respect to the period between 9:30 a.m. to 4:00 p.m. (New York City time) on such day, as determined by Calculation Agent. If no price is available, or there is a Market Disruption Event on such Expiration Date or other Exchange Business Day, the Calculation Agent shall determine the VWAP Price in a commercially reasonable manner.

Net Share Settlement:

Settlement Date:	The Settlement Date shall be the third Scheduled Trading Day after the Expiration Date for the Component (or, in respect of all or part of its obligation to deliver the Number of Shares to be Delivered, such other earlier date or dates Dealer shall determine in its sole discretion).
Net Share Settlement:	If Net Share Settlement applies, on the Settlement Date for each Component, Dealer shall deliver to Counterparty a number of Shares equal to the Number of Shares to be Delivered for such Component to the account specified by Counterparty and cash in lieu of any fractional shares for such Component valued at the VWAP Price on the Expiration Date for such Component.
Number of Shares to be Delivered:	For any Component, subject to the last sentence of Section 9.5 of the Equity Definitions:

(i) if the VWAP Price on the Expiration Date for such Component exceeds the Strike Price for such Component but is less than the Cap Price for such Component, a number of Shares equal to (i) the product of (A) the excess of such VWAP Price over such Strike Price, (B) the Number of Options for such Component and (C) the Option Entitlement, *divided by* (ii) such VWAP Price;

(ii) if the VWAP Price on the Expiration Date for such Component equals or exceeds the Cap Price for such Component, a number of Shares equal to (i) the product of (A) the excess of such Cap Price over the Strike Price for such Component, (B) the Number of Options for such Component and (C) the Option Entitlement, *divided by* (ii) such VWAP Price; or

(iii) if the VWAP Price on the Expiration Date for such Component is less than or equal to the Strike Price for such Component, a number of Shares equal to zero.

Other Applicable Provisions:	The provisions of Sections 9.1(c), 9.8, 9.9, 9.10, 9.11 and 9.12 of the Equity Definitions will be applicable, as if Physical Settlement applied to the Transaction; *provided* that the Representation and Agreement contained in Section 9.11 of the Equity Definitions shall be modified by excluding any representations therein relating to restrictions, obligations, limitations or requirements under applicable securities laws as a result of the fact that Counterparty is the issuer of any Shares.

Cash Settlement:

Cash Settlement Payment Date:	The Cash Settlement Payment Date shall be the third Scheduled Trading Day after the Expiration Date for each Component.
Cash Settlement:	If Cash Settlement applies, on the relevant Cash Settlement Payment Date for such Component, Dealer shall pay to Counterparty an amount equal to the sum of the Option Cash Settlement Amount for each Component to the account specified by Counterparty.
Strike Price Differential:	For any Component:

(i) if the VWAP Price on the Expiration Date for such Component exceeds the Strike Price for such Component but is less than the Cap Price for such Component, an amount equal to the excess of such VWAP Price over such Strike Price.

(ii) if the VWAP Price on the Expiration Date for such Component equals or exceeds the Cap Price for such Component, an amount equal to the excess of such Cap Price over the Strike Price for such Component; or

(iii) if the VWAP Price on the Expiration Date for such Component is less than or equal to the Strike Price for such Component, zero.

Share Adjustments:

Method of Adjustment:	Calculation Agent Adjustment; provided that under Section 11.2(e)(v) of the definition of Potential Adjustment Event the word "repurchase" shall be replaced with the word "tender offer".
Extraordinary Events:	
New Shares:	In the definition of "New Shares" in Section 12.1(i) of the Equity Definitions, the text in subsection (i) shall be deleted in its entirety and replaced with: "publicly quoted, traded or listed on any of the New York Stock Exchange, the NASDAQ Global Select Market or the NASDAQ Global Market (or their respective successors)".
Consequences of Merger Events:	
(a) Share-for-Share:	Modified Calculation Agent Adjustment and, for the avoidance of doubt, if the consideration for the Shares includes (or, at the option of a holder of Shares, may include) shares of an entity or person not organized under the laws of the United States, any State thereof or the District of Columbia ("Foreign Issuer Shares"), then the Calculation Agent may choose to apply Cancellation and Payment (Calculation Agent Determination) to that portion of the consideration comprising Foreign Issuer Shares.
(b) Share-for-Other:	Cancellation and Payment (Calculation Agent Determination) on that portion of the Other Consideration that consists of cash; Modified Calculation Agent Adjustment on the remainder of the Other Consideration and, for the avoidance of doubt, if the Other Consideration includes (or, at the option of a holder of Shares, may include) Foreign Issuer Shares, then the Calculation Agent may choose to apply Cancellation and Payment (Calculation Agent Determination) to that portion of the Other Consideration comprising Foreign Issuer Shares.
(c) Share-for-Combined:	Component Adjustment
Tender Offer:	Applicable; provided that (a) Section 12.1(d) of the Equity Definitions is hereby amended by replacing the words "10%" in the third line with "50%".
Consequences of Tender Offers:	
(a) Share-for-Share:	Modified Calculation Agent Adjustment
(b) Share-for-Other:	Cancellation and Payment (Calculation Agent Determination) on that portion of the Other Consideration that consists of cash; Modified Calculation Agent Adjustment on the remainder of the Other Consideration and, for the avoidance of doubt, if the Other Consideration includes (or, at the option of a holder of Shares, may include) Foreign Issuer Shares, then the Calculation Agent may choose to apply Cancellation and Payment (Calculation Agent Determination) to that portion of the Other Consideration comprising Foreign Issuer Shares.
(c) Share-for-Combined:	Component Adjustment
Nationalization, Insolvency or Delisting:	Cancellation and Payment (Calculation Agent Determination); provided that in addition to the provisions of Section 12.6(a)(iii) of

	the Equity Definitions, it shall also constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, the NASDAQ Global Select Market or the NASDAQ Global Market (or their respective successors); if the Shares are immediately re-listed, re-traded or re-quoted on any such exchange or quotation system, such exchange or quotation system shall be deemed to be the Exchange.
Additional Disruption Events:	
(a) Change in Law:	Applicable; *provided* that Section 12.9(a)(ii) of the Equity Definitions is hereby amended by (i) replacing the phrase "the interpretation" in the third line thereof with the phrase "or announcement or statement of the formal or informal interpretation", (ii) immediately following the word "that" in the sixth line thereof, adding the phrase "as a result of one or more of the circumstances listed in (A) and (B) above" and (iii) deleting clause (Y) thereof in its entirety.
(b) Failure to Deliver:	Not Applicable
(c) Insolvency Filing:	Applicable
(d) Hedging Disruption:	Applicable
(e) Increased Cost of Hedging:	Not Applicable

Hedging Party:	Dealer
Determining Party:	Dealer
Non-Reliance:	Applicable
Agreements and Acknowledgements Regarding Hedging Activities:	Applicable
Additional Acknowledgements:	Applicable
Dealer Payment Instructions:	To be provided by Dealer.
Counterparty Payment and Delivery Instructions:	To be provided by Counterparty.

3. Calculation Agent: Dealer; *provided* that all determinations made by the Calculation Agent shall be made in good faith and in a commercially reasonable manner. Following any calculation by the Calculation Agent hereunder, upon a prior written request by Issuer, the Calculation Agent will provide to Counterparty by e-mail to the e-mail address provided by Counterparty in such a prior written request a report (in a commonly used file format for the storage and manipulation of financial data) displaying in reasonable detail the basis for such calculation; and *provided further* that no transferee of the Transaction in accordance with the terms of this Confirmation shall act as Calculation Agent with respect to such transferred Transaction without the prior consent of Counterparty, such consent not to be unreasonably withheld.

4. Offices:

(a) The Office of Dealer for this Transaction is Winchester house, 1 Great Winchester St, London EC2N 2DB

(b) The Office of Counterparty for this Transaction is: 8000 S. Federal Way, Boise, Idaho 83716-9632.

5. Notices: For purposes of this Confirmation:

(a) Address for notices or communications to Counterparty:

To:	Micron Technology, Inc. 8000 South Federal Way Boise, Idaho 83716
Attn:	General Counsel
Telephone:	(208) 368-4000
Facsimile:	(208) 368-4540
With a copy to:	Wilson Sonsini Goodrich & Rosati Professional Corporation 650 Page Mill Road Palo Alto, CA 94304
Attn:	John A. Fore, Esq.
Telephone:	(650) 493-9300
Facsimile:	(650) 493-6811

(b) Address for notices or communications to Dealer:

To:	Deutsche Bank AG, London Branch c/o Deutsche Bank Securities Inc. 60 Wall Street New York, NY 1005
Attn:	Documentation Department
With a copy to:	Paul Stowell Equity Capital Markets Deutsche Bank Securities 60 Wall Street New York, NY 10005
Telephone:	212-250-6270
Facsimile:	646-736-7122
Email:	paul.stowell@db.com

6. Representations, Warranties and Agreements:

(a) In addition to the representations, warranties and agreements in the Agreement and those contained elsewhere herein, Counterparty represents and warrants to and for the benefit of, and agrees with, Dealer as follows:

(i) On the Trade Date and on any Additional Premium Date (A) none of Counterparty and its officers and directors is aware of any material nonpublic information regarding Counterparty or the Shares and (B) all reports and other documents filed by Counterparty with the

Securities and Exchange Commission pursuant to the Exchange Act when considered as a whole (with the more recent such reports and documents deemed to amend inconsistent statements contained in any earlier such reports and documents), do not contain any untrue statement of a material fact or any omission of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading.

(ii) Counterparty intends the Transaction to qualify as an equity instrument for purposes of EITF Issue No. 00-19. Without limiting the generality of Section 13.1 of the Equity Definitions, Counterparty acknowledges that Dealer is not making any representations or warranties with respect to the treatment of the Transaction under any accounting standards including FASB Statements 128, 133 (as amended), 149 or 150,

EITF Issue No. 00-19, 01-6, 03-6 or 07-5 (or any successor issue statements) or under FASB's Liabilities & Equity Project.

(iii) Prior to the Trade Date, Counterparty shall deliver to Dealer a resolution of Counterparty's board of directors (or an authorized committee thereof) authorizing the Transaction and such other certificate or certificates as Dealer shall reasonably request.

(iv) On the Trade Date and on any Additional Premium Date, without limiting the generality of Section 3(a)(iii) of the Agreement, the Transaction will not violate Rule 13e-1 or Rule 13e-4 under the Exchange Act.

(v) Counterparty is not entering into this Confirmation to create actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for Shares) or to manipulate the price of the Shares (or any security convertible into or exchangeable for Shares) or otherwise in violation of the Exchange Act.

(vi) Counterparty is not, and after giving effect to the transactions contemplated hereby will not be, an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(vii) On the Trade Date, the Premium Payment Date and on any Additional Premium Payment Date (A) the assets of Counterparty at their fair valuation exceed the liabilities of Counterparty, including contingent liabilities, (B) the capital of Counterparty is adequate to conduct the business of Counterparty and (C) Counterparty has the ability to pay its debts and obligations as such debts mature and does not intend to, or does not believe that it will, incur debt beyond its ability to pay as such debts mature.

(viii) (A) During each period starting on the first Expiration Date and ending on the last Expiration Date, in each case sharing a common Final Disruption Date (each a "Settlement Period"), the Shares or securities that are convertible into, or exchangeable or exercisable for Shares shall not be, subject to a "restricted period," as such term is defined in Regulation M under the Exchange Act ("Regulation M") and (B) Counterparty shall not engage in any "distribution," as such term is defined in Regulation M, other than a distribution meeting the requirements of the exceptions set forth in sections 101(b)(10) and 102(b)(7) of Regulation M, until the second Exchange Business Day immediately following the relevant Settlement Period.

(ix) During each Settlement Period, neither Counterparty nor any "affiliate" or "affiliated purchaser" (each as defined in Rule 10b-18 under the Exchange Act ("Rule 10b-18")) shall directly or indirectly (including, without limitation, by means of any cash-settled or other derivative instrument) purchase, offer to purchase, place any bid or limit order that would effect a purchase of, or commence any tender offer relating to, any Shares (or an equivalent interest, including a unit of beneficial interest in a trust or limited partnership or a depository share) or any security convertible into or exchangeable or exercisable for Shares.

(b) Each of Dealer and Counterparty agrees and represents that it is an "eligible contract participant" as defined in Section 1a(12) of the U.S. Commodity Exchange Act, as amended.

(c) Each of Dealer and Counterparty acknowledges that the offer and sale of the Transaction to it is intended to be exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), by virtue of Section 4(2) thereof. Accordingly, Counterparty represents and warrants to Dealer and Dealer represents to Counterparty that (i) it has the financial ability to bear the economic risk of its investment in the Transaction and is able to bear a total loss of its investment and its investments in and liabilities in respect of the Transaction, which it understands are not readily marketable, are not disproportionate to its net worth, and it is able to bear any loss in connection with the Transaction, including the loss of its entire investment in the Transaction, (ii) it is an "accredited investor" as that term is defined in Regulation D as promulgated under the Securities Act, (iii) it is entering into the Transaction for its own account without a view to the distribution or resale thereof, (iv) the assignment, transfer or other disposition of the Transaction has not been and will not be registered under the Securities Act and is restricted under this Confirmation, the Securities Act and state securities laws, (v) its financial condition is such that it has no need for liquidity with respect to its investment in the Transaction and no need to dispose of any portion thereof to satisfy any existing or contemplated undertaking or indebtedness and is capable of assessing the merits of and understanding (on its

own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the Transaction.

(d) Each of Dealer and Counterparty agrees and acknowledges that Dealer is a "financial institution," "swap participant" and/or "financial participant" within the meaning of Sections 101(22), 101(53C) and 101(22A) of Title 11 of the United States Code (the "**Bankruptcy Code**"). The parties hereto further agree and acknowledge (A) that this Confirmation is (i) a "securities contract," as such term is defined in Section 741(7) of the Bankruptcy Code, with respect to which each payment and delivery hereunder is a "settlement payment," as such term is defined in Section 741(8) of the Bankruptcy Code, and (ii) a "swap agreement," as such term is defined in Section 101(53B) of the Bankruptcy Code, with respect to which each payment and delivery hereunder is a "transfer," as such term is defined in Section 101(54) of the Bankruptcy Code, and (B) that Dealer is entitled to the protections afforded by, among other sections, Sections 362(b)(6), 362(b)(17), 546(e), 546(g), 555 and 560 of the Bankruptcy Code.

(e) Counterparty hereby agrees and acknowledges that the Transaction has not been registered with the Securities and Exchange Commission or any state securities commission and that the Options are being written by Dealer to Counterparty in reliance upon exemptions from any such registration

requirements. Counterparty acknowledges that all Options acquired from Dealer will be acquired for investment purposes only and not for the purpose of resale or other transfer except in compliance with the requirements of the Securities Act. Counterparty will not sell or otherwise transfer any Option or any interest therein except in compliance with the requirements of the Securities Act and any subsequent offer or sale of the Options will be solely for Counterparty's account and not as part of a distribution that would be in violation of the Securities Act.

(f) Each party acknowledges and agrees to be bound by the Conduct Rules of the Financial Industry Regulatory Authority, Inc. applicable to transactions in options, and further agrees not to violate the position and exercise limits set forth therein.

7. Repurchase Notices. Counterparty shall, on any day on which Counterparty effects any repurchase of Shares, promptly give Dealer a written notice of such repurchase (a "Repurchase Notice") on such day if following such repurchase, the Notice Percentage as determined on such day is greater by 0.5% than the Notice Percentage included in the immediately preceding Repurchase Notice (or, in the case of the first such Repurchase Notice or the first such Repurchase Notice after the initial Final Disruption Date, greater than 4.5%). The "Notice Percentage" as of any day is the fraction (A) the numerator of which is the aggregate of the Number of Shares for all Components under this Transaction and all other Transactions and (B) the denominator of which is the number of Shares outstanding on such day. In the event that Counterparty fails to provide Dealer with a Repurchase Notice on the day and in the manner specified in this Section 7, then Counterparty to the extent permitted by law agrees to indemnify and hold harmless Dealer, its affiliates and their respective directors, officers, employees, agents and controlling persons (Dealer and each such person being an "Indemnified Person") from and against any and all losses (including losses relating to Dealer's hedging activities as a consequence of becoming, or of the risk of becoming, a Section 16 "insider," including without limitation any forbearance from hedging activities or cessation of hedging activities and any losses in connection therewith with respect to this Transaction), claims, damages and liabilities (or actions in respect thereof), joint or several, to which such Indemnified Person is subject, including without limitation, Section 16 of the Exchange Act), relating to or arising out of such failure. If for any reason the foregoing indemnification is unavailable to any Indemnified Person or insufficient to hold harmless any Indemnified Person, then Counterparty shall contribute, to the maximum extent permitted by law, to the amount paid or payable by the Indemnified Person as a result of such loss, claim, damage or liability. In addition, Counterparty will reimburse any Indemnified Person for all reasonable expenses (including reasonable counsel fees and expenses) as they are incurred (after notice to Counterparty) in connection with the investigation of, preparation for or defense or settlement of any pending or threatened claim or any action, suit or proceeding (including any governmental or regulatory investigation) arising therefrom, whether or not such Indemnified Person is a party thereto and whether or not such claim, action, suit or proceeding is initiated or brought by or on behalf of Counterparty. This indemnity shall survive the completion of the Transaction contemplated by this Confirmation and any assignment and delegation of the Transaction made pursuant to this Confirmation or the Agreement shall inure to the benefit of any permitted assignee of Dealer. Issuer will not be liable under this indemnity provision to the extent any loss, claim, damage, liability or expense is found in a final judgment by a court to have resulted from Dealer's gross negligence or willful misconduct.

8. Transfer or Assignment. Neither party may transfer any of its rights or obligations under this Transaction

without the prior written consent of the non-transferring party (such consent not to be unreasonably withheld); provided that if at any time the Equity Percentage exceeds 9%, Dealer may immediately, in its sole discretion, transfer or assign a number of Options sufficient to reduce the Equity Percentage to 8.5% to any affiliate of Dealer whose obligations are guaranteed by Deutsche Bank AG or any third party with (or with a guarantor (a "Third Party Guarantor") that has) a rating for its long-term, unsecured and unsubordinated indebtedness of A- or better by Standard & Poor's Ratings Services or its successor ("S&P"), or A3 or better by Moody's Investors Service, Inc. ("Moody's") or, if either S&P or Moody's ceases to rate such debt, at least an equivalent rating or better by a substitute agency rating mutually agreed by Counterparty and Dealer; provided however such Third Party Guarantor shall provide a guarantee in a form reasonably satisfactory to the Counterparty in connection with such transfer or assignment. If, in the discretion of Dealer, Dealer is unable to effect such transfer or assignment after its commercially reasonable efforts on pricing terms reasonably acceptable to Dealer, Dealer may designate any Scheduled Trading Day as an Early Termination Date and an Additional Termination Date shall be deemed to occur with respect to a portion (the "Terminated Portion") of this Transaction, allocated to Components as Dealer determines in its discretion, such that the Equity Percentage following such partial termination will be equal to or less than 8.5%. In the event that Dealer so designates an Early Termination Date with respect to a portion of this Transaction, a payment shall be made pursuant to Section 6 of the Agreement as if (i) an Early Termination Date had been designated in respect of a Transaction having terms identical to this Transaction and a Number of Options equal to the Terminated Portion, (ii) Counterparty shall be the Affected Party with respect to such partial termination and (iii) such portion of this Transaction shall be the only Affected Transaction. The "Equity Percentage" as of any day is the fraction (A) the numerator of which is the number of Shares that Dealer or any of its affiliates that are subject to aggregation with Dealer beneficially own (within the meaning of Section 13 of the Exchange Act) on such day and (B) the denominator of which is the number of Shares outstanding on such day. Notwithstanding Section 7 of the Agreement, Counterparty may assign its rights and obligations under this Transaction, in whole or in part, on terms reasonably acceptable to both parties, without any payment being owed from Counterparty to Dealer.

9. Extension of Settlement. Dealer may divide any Component into additional Components and designate the Expiration Date, the Final Disruption Date and the Number of Options for each such Component if Dealer determines, in its reasonable discretion, that such further division is necessary or advisable to preserve Dealer's hedging activity hereunder in light of existing liquidity conditions or to enable Dealer to effect purchases of Shares in connection with its hedging activity hereunder in a manner that would, if Dealer were Counterparty or an affiliated purchaser of Counterparty, be compliant with applicable legal and regulatory requirements.

10. Early Termination Right. Counterparty may elect to terminate this Transaction, in whole or in part, prior to the relevant Expiration Date, on terms acceptable to both parties, and, if such termination occurs following the payment of the premiums for all Components, without any payment being owed from Counterparty to Dealer.

11. Equity Rights. Dealer acknowledges and agrees that this Confirmation is not intended to convey to it rights with respect to the Transaction that are senior to the claims of common stockholders in the event of Counterparty's bankruptcy. For the avoidance of doubt, the parties agree that the preceding sentence shall not apply at any time other than during Counterparty's bankruptcy to any claim arising as a result of a breach by Counterparty of any of its obligations under this Confirmation or the Agreement. For the avoidance of doubt, the parties acknowledge that this Confirmation is not secured by any collateral that would otherwise secure the obligations of Counterparty herein under or pursuant to any other agreement.

12. Alternative Calculations and Payment on Early Termination and on Certain Extraordinary Events. If Dealer shall owe Counterparty any amount pursuant to Section 12.2 of the Equity Definitions and "Consequences of Merger Events" above, or Sections 12.3, 12.6, 12.7 or 12.9 of the Equity Definitions (except in the event of a Tender Offer or a Merger Event, in each case, in which the consideration or proceeds to be paid to holders of Shares consists solely of cash) or pursuant to Section 6(d)(ii) of the Agreement (except in the event of an Event of Default in which Counterparty is the Defaulting Party or a Termination Event in which Counterparty is the Affected Party, that resulted from an event or events within Counterparty's control) (a "Payment Obligation"),

Counterparty shall have the right, in its sole discretion, to require Dealer to satisfy any such Payment Obligation by the Share Termination Alternative (as defined below) by giving irrevocable telephonic notice to Dealer, confirmed in writing within one Scheduled Trading Day, between the hours of 9:00 A.M. and 4:00 P.M. New York City time on the Merger Date, Tender Offer Date, Announcement Date, Early Termination Date or other date of termination, as applicable ("Notice of Share Termination"). Within a commercially reasonable period of time following receipt of a Notice of Share Termination, Dealer shall deliver to Counterparty a number of Share Termination Delivery Units having a cash value equal to the

amount of such Payment Obligation (such number of Share Termination Delivery Units to be delivered to be determined by the Calculation Agent as the number of whole Share Termination Delivery Units that could be purchased over a commercially reasonable period of time with the cash equivalent of such payment obligation) (the "Share Termination Alternative").

Share Termination Delivery Unit:	In the case of a Termination Event, Event of Default, Delisting or Additional Disruption Event, one Share or, in the case of an Insolvency, Nationalization, Merger Event or Tender Offer, one Share or a unit consisting of the number or amount of each type of property received by a holder of one Share (without consideration of any requirement to pay cash or other consideration in lieu of fractional amounts of any securities) in such Insolvency, Nationalization, Merger Event or Tender Offer. If such Insolvency, Nationalization, Merger Event or Tender Offer involves a choice of consideration to be received by holders, such holder shall be deemed to have elected to receive the maximum possible amount of cash.
Failure to Deliver:	Applicable
Other applicable provisions:	If Share Termination Alternative is applicable, the provisions of Sections 9.8, 9.9, 9.10, 9.11 and 9.12 of the Equity Definitions will be applicable as if Physical Settlement applied to the termination of the Transaction, except that all references to "Shares" shall be read as references to "Share Termination Delivery Units"; and *provided* that the Representation and Agreement contained in Section 9.11 of the Equity Definitions shall be modified by excluding any representations therein relating to restrictions, obligations, limitations or requirements under applicable securities laws as a result of the fact that Buyer is the issuer of any Share Termination Delivery Units (or any part thereof).

13. Set-Off. The parties agree to amend Section 6 of the Agreement by replacing Section 6(f) in its entirety with the following:

"(f) Upon the occurrence of an Event of Default or Termination Event with respect to a party who is the Defaulting Party or the Affected Party ("X"), the other party ("Y") will have the right (but not be obliged) without prior notice to X or any other person to set-off or apply any obligation of X under an Equity Contract owed to Y (or any Affiliate of Y) (whether or not matured or contingent and whether or not arising under the Agreement, and regardless of the currency, place of payment or booking office of the obligation) against any obligation of Y (or any Affiliate of Y) under an Equity Contract owed to X (whether or not matured or contingent and whether or not arising under the Agreement, and regardless of the currency, place of payment or booking office of the obligation). Y will give notice to the other party of any set-off effected under this Section 6(f).

"Equity Contract" shall mean for purposes of this Section 6(f) any transaction relating to Shares between X and Y (or any Affiliate of Y) that qualifies as 'equity' under applicable accounting rules.

Amounts (or the relevant portion of such amounts) subject to set-off may be converted by Y into the Termination Currency at the rate of exchange at which such party would be able, acting in a reasonable manner and in good faith, to purchase the relevant amount of such currency.

If any obligation is unascertained, Y may in good faith estimate that obligation and set-off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.

Nothing in this Section 6(f) shall be effective to create a charge or other security interest. This Section 6(f) shall be without prejudice and in addition to any right of set-off, combination of accounts, lien or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise)."

14. Amendment to Equity Definitions. Solely for purposes of applying the Equity Definitions and for purposes of this Confirmation, any reference in the Equity Definitions to a Strike Price shall be deemed to be a reference to either of the Strike Price or the Cap Price, or both, as appropriate.

15. Disclosure. Effective from the date of commencement of discussions concerning the Transaction, Counterparty and each of its employees, representatives, or other agents may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the Transaction and all materials of any kind (including opinions or other tax analyses) that are provided to Counterparty relating to such tax treatment and tax structure.

16. Unwind. In the event the sale of the Convertible Notes is not consummated with the initial purchasers pursuant to the Underwriting Agreement, for any reason by the close of business in New York on April 15, 2009 (or such later date as agreed upon by the parties which in no event shall be later than the third Scheduled Trading Day following April 15, 2009) (such date or such later date as agreed upon being the "Accelerated Unwind Date"), this Transaction shall automatically terminate (the "Accelerated Unwind") on the Accelerated Unwind Date and (i) this Transaction and all of the respective rights and obligations of Dealer and Counterparty under this Transaction shall be cancelled and terminated and (ii) each party shall be released and discharged by the other party from and agrees not to make any claim against the other party with respect to any obligations or liabilities of the other party arising out of and to be performed in connection with this Transaction either prior to or after the Accelerated Unwind Date; *provided* that Counterparty shall reimburse Dealer for any costs or expenses (including market losses) relating to the unwinding of its hedging activities in connection with the Transaction (including any loss or cost incurred as a result of its terminating, liquidating, obtaining or reestablishing any hedge or related trading position), which shall be paid in cash or Shares at the

option of the Counterparty (and if paid in Shares, with the market valuation of such Shares being determined in a commercially reasonable manner by the Calculation Agent). The amount of any such reimbursement shall be determined by Dealer in its sole good faith discretion. Dealer shall notify Counterparty of such amount and Counterparty shall pay such amount in immediately available funds on the Early Unwind Date. Dealer and Counterparty represent and acknowledge to the other that upon an Accelerated Unwind and the satisfaction of counterparty's payment obligation, if any, as specified in this Section 16, all obligations with respect to this Transaction shall be deemed fully and finally discharged.

17. Additional Provisions. Counterparty understands and agrees that Agent will act as agent for both parties with respect to the Transaction. Agent is so acting solely in its capacity as agent for Counterparty and Dealer pursuant to instructions from Counterparty and Dealer. Agent shall have no responsibility or personal liability to either party arising from any failure by either party to pay or perform any obligation under the Transaction. Each party agrees to proceed solely against the other to collect or recover any amount owing to it or enforce any of its rights in connection with or as a result of the Transaction.

Whenever delivery of funds or other assets is required hereunder by or to Counterparty, such delivery shall be effected through Agent. In addition, all notices, demands and communications of any kind relating to the Transaction between Dealer and Counterparty shall be transmitted exclusively through Agent at the address indicated for communications to Dealer in Section 5 herein.

18. No Collateral by Counterparty. **No collateral is required to be posted by Counterparty in respect of this Transaction.**

19. Disposition of Hedge Shares. Counterparty hereby agrees that if at any time, in the reasonable judgment of counsel for the Dealer, the Shares acquired by Dealer for the purpose of hedging its obligations pursuant to the Transaction (other than such Shares, if any, that are, at the time of such determination, due to be delivered to Counterparty in connection with a Net Share Settlement of the Transaction) (the "Hedge Shares"), cannot be sold in the U.S. public market by Dealer without registration under the Securities Act, Counterparty shall, at its election: (i) in order to allow Dealer to sell the Hedge Shares in a registered offering, use its commercially reasonable efforts to make available to Dealer an effective registration statement under the Securities Act to cover the resale of such Hedge Shares and (A) enter into an agreement, in form and substance reasonably satisfactory to Dealer, substantially in the form of an underwriting agreement for a registered offering, (B) provide accountant's "comfort" letters in customary form for registered offerings of equity securities, (C) provide disclosure opinions of nationally recognized outside counsel to Counterparty customary in form for registered offerings of equity securities, (D) provide other customary opinions, certificates and closing documents customary in form for registered offerings of equity securities and (E) afford Dealer a reasonable opportunity to conduct a "due diligence" investigation with respect to Counterparty customary in scope for

underwritten offerings of equity securities; *provided*, *however*, that if Dealer, in its reasonable discretion, is not satisfied with access to due diligence materials, the results of its due diligence investigation, or the procedures and documentation for the registered offering referred to above, then clause (ii) or clause (iii) of this Section 18 shall apply at the election of Counterparty; (ii) in order to allow Dealer to sell the Hedge Shares in a private placement, enter into a private placement agreement substantially similar to private placement purchase agreements customary for private placements of equity securities, in form and substance reasonably satisfactory to Dealer, including customary representations, covenants, blue sky and other governmental filings and/or registrations, indemnities to Dealer, due diligence rights (for Dealer or any designated buyer of the Hedge Shares from Dealer), opinions and certificates and such other documentation as is customary for private placements agreements, all reasonably acceptable to Dealer (in which case, the Calculation Agent shall make any adjustments to the terms of the Transaction that are necessary, in its reasonable judgment, to compensate Dealer for any discount from the public market price of the Shares incurred on the sale of Hedge Shares in a private placement); or (iii) purchase the Hedge Shares from Dealer at the VWAP Price on such Exchange Business Days, and in the amounts, as requested by Dealer.

20. Opinion of Counsel. Counterparty shall deliver an opinion of counsel, dated as of the Trade Date, in substantially the form attached hereto as Annex B.

21. Waiver of Trial by Jury. **EACH OF COUNTERPARTY AND DEALER HEREBY IRREVOCABLY WAIVES (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS STOCKHOLDERS) ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TRANSACTION OR THE ACTIONS OF DEALER OR ITS AFFILIATES OR COUNTERPARTY OR ITS AFFILIATES IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT HEREOF.**

22. Governing Law. **THE AGREEMENT AND THIS CONFIRMATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS.**

23. Role of Agent. (i) Agent is acting as agent for Dealer but does not guarantee the performance of Dealer or Counterparty; (ii) Dealer is not a member of the Securities Investor Protection Corporation; (iii) Agent, Dealer and Counterparty each hereby acknowledges that any transactions by Dealer or Agent in the Shares will be undertaken by Dealer as principal for its own account; and (iv) all of the actions to be taken by Dealer and Agent in connection with the Transaction shall be taken by Dealer or Agent independently and without any advance or subsequent consultation with Counterparty; and (v) Agent is hereby authorized to act as agent for Counterparty only to the extent required to satisfy the requirements of Rule 15a-6 under the Exchange Act in respect of the Transaction described hereby.

This Confirmation may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Counterparty hereby agrees to check this Confirmation and to confirm that the foregoing correctly sets forth the terms of the Transaction by signing in the space provided below and returning to Deutsche a facsimile of the fully-executed Confirmation to Deutsche at 44 113 336 2009. Originals shall be provided for your execution upon your request.

We are very pleased to have executed the Transaction with you and we look forward to completing other transactions with you in the near future.

Very truly yours,

DEUTSCHE BANK AG, LONDON BRANCH

By: */s/ Lars Kestner*
Name: Lars Kestner
Title: Managing Director

By: */s/ Paul Maley*
Name: Paul Maley
Title: Director

DEUTSCHE BANK SECURITIES INC.,
acting solely as Agent in connection with this Transaction

By: */s/ Lars Kestner*
Name: Lars Kestner
Title: Managing Director

By: */s/ Peter Lambrakaic*
Name: Peter Lambrakaic
Title: Managing Director

Counterparty hereby agrees to, accepts and confirms the terms of the foregoing as of the Trade Date.

MICRON TECHNOLOGY, INC.

By: */s/ Ronald C. Foster*
Name: Ronald C. Foster
Title: Vice President of Finance and
Chief Financial Officer

[Confirmation Signature Page]

ANNEX A

Component	Number of Options per Component	Premium per Component	Expiration Date
1	314,728.30	$ 172,000.00	October 16, 2012
2	314,728.30	$ 172,000.00	October 17, 2012
3	314,728.30	$ 172,000.00	October 18, 2012
4	314,728.30	$ 172,000.00	October 19, 2012
5	314,728.30	$ 172,000.00	October 22, 2012
6	314,728.30	$ 172,000.00	October 23, 2012
7	314,728.30	$ 172,000.00	October 24, 2012
8	314,728.30	$ 172,000.00	October 25, 2012
9	314,728.30	$ 172,000.00	October 26, 2012
10	314,728.30	$ 172,000.00	October 29, 2012
11	314,728.30	$ 172,000.00	October 30, 2012
12	314,728.30	$ 172,000.00	October 31, 2012
13	314,728.30	$ 172,000.00	November 1, 2012
14	314,728.30	$ 172,000.00	November 2, 2012
15	314,728.30	$ 172,000.00	November 5, 2012
16	314,728.30	$ 172,000.00	November 6, 2012
17	314,728.30	$ 172,000.00	November 7, 2012
18	314,728.30	$ 172,000.00	November 8, 2012
19	314,728.30	$ 172,000.00	November 9, 2012
20	314,728.30	$ 172,000.00	November 12, 2012
21	314,728.30	$ 172,000.00	November 13, 2012
22	314,728.30	$ 172,000.00	November 14, 2012
23	314,728.30	$ 172,000.00	November 15, 2012
24	314,728.30	$ 172,000.00	November 16, 2012
25	314,728.30	$ 172,000.00	November 19, 2012

Aggregate Premium for all Components
$ 4,300,000.00

Schedule (as contemplated by the confirmation dated April 8, 2008 between Micron Technology, Inc. and Deutsche Bank AG, London Branch for issuer capped share call option transaction (the "Confirmation")) setting forth the increased Number of Options for all Components upon the exercise of the option to purchase additional 4.25% Convertible Senior Notes due October 15, 2013 pursuant to Section 2 of the Underwriting Agreement (as defined in the Confirmation).

Component	Number of Options per Component	Premium per Component	Expiration Date
1	361,937.55	$ 197,800.00	October 16, 2012
2	361,937.55	$ 197,800.00	October 17, 2012
3	361,937.55	$ 197,800.00	October 18, 2012
4	361,937.55	$ 197,800.00	October 19, 2012
5	361,937.55	$ 197,800.00	October 22, 2012
6	361,937.55	$ 197,800.00	October 23, 2012
7	361,937.55	$ 197,800.00	October 24, 2012
8	361,937.55	$ 197,800.00	October 25, 2012
9	361,937.55	$ 197,800.00	October 26, 2012
10	361,937.55	$ 197,800.00	October 29, 2012
11	361,937.55	$ 197,800.00	October 30, 2012
12	361,937.55	$ 197,800.00	October 31, 2012
13	361,937.55	$ 197,800.00	November 1, 2012
14	361,937.55	$ 197,800.00	November 2, 2012
15	361,937.55	$ 197,800.00	November 5, 2012
16	361,937.55	$ 197,800.00	November 6, 2012
17	361,937.55	$ 197,800.00	November 7, 2012
18	361,937.55	$ 197,800.00	November 8, 2012
19	361,937.55	$ 197,800.00	November 9, 2012
20	361,937.55	$ 197,800.00	November 12, 2012
21	361,937.55	$ 197,800.00	November 13, 2012
22	361,937.55	$ 197,800.00	November 14, 2012
23	361,937.55	$ 197,800.00	November 15, 2012
24	361,937.55	$ 197,800.00	November 16, 2012
25	361,937.55	$ 197,800.00	November 19, 2012

Aggregate Premium for all Components
$ 4,945,000.00

ANNEX B

Form of Opinion

1. The Company has been duly incorporated and is an existing corporation in good standing under the laws of the State of Delaware.

2. The Company is duly qualified as a foreign corporation for the transaction of business and is in good standing in the State of Idaho.

3. The Confirmation has been duly authorized, executed and delivered by the Company.

4. The execution and delivery by the Company of the Confirmation does not result in any violation by the Company of the Certificate of Incorporation or the Bylaws.