

**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**

**October 29, 2012**  
Date of Report (date of earliest event reported)

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

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<b>Delaware</b>	<b>1-10658</b>	<b>75-1618004</b>
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

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**8000 South Federal Way  
Boise, Idaho 83716-9632**  
(Address of principal executive offices)

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**(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):

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

On October 29, 2012, Micron Technology, Inc. (“Micron”) entered into an amendment (the “Amendment”) to the Agreement on Support for Reorganization Companies (the “Sponsor Agreement”) between Micron and Nobuaki Kobayashi and Yukio Sakamoto, the trustees of Elpida Memory, Inc. (“Elpida”) and its wholly-owned subsidiary, Akita Elpida Memory, Inc. (“Akita” and together with Elpida, “the Elpida Companies”), dated July 2, 2012. Micron filed a copy of the Sponsor Agreement as Exhibit 2.1 to Amendment No. 1 to its Current Report on Form 8-K, on July 31, 2012. Micron will file a new copy of the Sponsor Agreement, with certain provisions and attachments that had been previously omitted pursuant to a confidential treatment request and Item 601(b)(2) of Regulation S-K, as Exhibit 2.1 to Amendment No. 2 to its Current Report on Form 8-K on October 31, 2012.

The Amendment provides for several technical changes to the Sponsor Agreement relating to the implementation of the plans of reorganization of the Elpida Companies in connection with the Elpida Companies’ corporate reorganization proceedings with the Tokyo District Court under the Corporate Reorganization Act of Japan.

The Amendment also provides for an additional closing condition pursuant to which Micron is not required to close the transactions contemplated by the Sponsor Agreement until (1) the U.S. Bankruptcy Court issues a recognition order under Chapter 15 of the U.S. Bankruptcy Code (x) recognizing the orders of the Tokyo District Court approving Elpida’s plan of reorganization and (y) authorizing the implementation of such plan with respect to assets located and claims that can be asserted in the United States, or (2) alternative actions or measures reasonably acceptable to Micron, which actions or measures provide substantially equivalent benefits to those that would be provided by the recognition order contemplated by clause (1), are completed or implemented.

Additionally, to account for certain delays in the plan of reorganization process, the Amendment includes an extension of the time period for the Tokyo District Court to approve the Elpida Companies’ plans of reorganization before triggering a right for Micron to cancel the Sponsor Agreement, from 18 weeks to seven months after August 21, 2012, which is the date the Elpida Companies initially submitted their plans of reorganization to the Tokyo District Court. This change is not anticipated to affect the expected time for closing the Elpida transaction.

**Item 8.01. Other Events.**

On October 31, 2012, the Tokyo District Court entered an order approving the submission of Elpida’s reorganization plan to creditors as part of Elpida’s corporate reorganization proceedings. Elpida’s plan of reorganization calls for Micron to sponsor Elpida’s reorganization and provides for the combination of Elpida and Micron as contemplated by the Sponsor Agreement. The Tokyo District court also confirmed that a competing plan of reorganization proposed by certain of Elpida’s creditors would not be submitted for creditor approval. A copy of the press release announcing the actions taken by the Tokyo District Court is attached as Exhibit 99.1 to this report and incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
2.3*	English Translation of Agreement Amending Agreement on Support for Reorganization Companies with Nobuaki Kobayashi and Yukio Sakamoto, the trustees of Elpida Memory, Inc. and its wholly-owned subsidiary, Akita Elpida Memory, Inc., dated October 29, 2012
99.1	Press release issued on October 31, 2012

\* Certain portions have been omitted pursuant to a confidential treatment request. Omitted information has been filed separately with the Securities and Exchange Commission.

**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: October 31, 2012

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

**INDEX TO EXHIBITS FILED WITH  
THE CURRENT REPORT ON FORM 8-K DATED OCTOBER 29, 2012**

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\* Certain portions have been omitted pursuant to a confidential treatment request. Omitted information has been filed separately with the Securities and Exchange Commission.

[\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

### Agreement Amending Agreement on Support for Reorganization Companies

Micron Technology, Inc. (“**Micron**”) and Nobuaki Kobayashi and Yukio Sakamoto as trustees of the Reorganization Company and the Akita Reorganization Company (both trustees collectively, the “**Initial Trustees**”) enter into as follows this agreement amending part of the content of the Agreement on Support for Reorganization Companies, which was entered into on July 2, 2012, between Micron and the Initial Trustees (the “**Sponsor Agreement**”) (this agreement being executed, this “**Amendment Agreement**”). The terms used in this Amendment Agreement, except for the terms defined in this Amendment Agreement, have the same meanings as defined for them in the Sponsor Agreement. For the purpose of this Amendment Agreement, the “**Trustees**” shall also mean the Initial Trustees, for so long as they are serving as trustees of Both Reorganization Companies, and any other person appointed by Both Companies’ Courts as a trustee of Both Reorganization Companies after the Execution Date, but excluding the Business Trustee.

#### Article 1

1 Article 15 of the Sponsor Agreement is amended to read as follows.

[\*].

2 Article 20.2(15) of the Sponsor Agreement is amended to read as follows.

(15) [\*].

#### Article 2

Article 25.2(5) of the Sponsor Agreement is amended to read as follows.

(5) An order of approval of either the Reorganization Plan Proposal or the Akita Reorganization Plan Proposal has not been issued by the Court or the Akita Court within seven (7) months after August 21, 2012,

*[\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.*

### Article 3

- 1 Subject to the last sentences of Article 3.2 and item (3), Article 13.1, of the Sponsor Agreement and provided that the requirements thereof are complied with in all respects, Micron will not make a claim that the provisions for timing and ratio of discharge of General Reorganization Claims for Principal, Etc. provided in Sub-section 1.2(1), Section 4, Chapter III of the Reorganization Plan Proposal (i) are in breach of the provisions under the second sentence of Article 3.2 or the second sentence of item (3), Article 13.1 of the Sponsor Agreement, (ii) make the condition in Article 20.2 (2) unsatisfied or (iii) constitute the termination event under Article 25.2 (3).
  
- 2 Micron will not make a claim that creation of a pledge on the claims in respect of the renewed insurance agreement under Sub-section 4.1, Section 1, Chapter VII of the Reorganization Plan Proposal (i) is in breach of the provision under the last sentence of Article 16.2 of the Sponsor Agreement, (ii) makes the condition in Article 20.2 (2) unsatisfied or (iii) constitutes the termination event under Article 25.2 (3).

### Article 4

“[B]y way of a subscription for shares or a loan” in Article 3.3(6) of the Sponsor Agreement and “by way of a subscription for shares or a loan (as determined by Sponsor)” in the first sentence of Article 14-2 of the Sponsor Agreement shall be both amended to “by way of a subscription for shares, a loan or other transaction between the Reorganization Company and Akita Reorganization Company, or any combination thereof (a subscription for shares shall be the one as provided for in the Akita Reorganization Plan Proposal and the other means shall be reasonably determined by Sponsor taking into account such subscription for shares)”.

### Article 5

- 1 Item (6) of Article 20.2 of the Sponsor Agreement is amended to read as follows:
  - (6) Either of the following shall have occurred:
    - (i) An order of recognition of the appropriate U.S. Court under Chapter 15 of the U.S. Bankruptcy Code that recognizes the order of the Court approving the Reorganization Plan and authorizes the implementation of the Reorganization Plan (including the cost plus model) with respect to assets that exist and claims that can be asserted in the United States shall have been entered.
    - (ii) Alternative actions or measures reasonably acceptable to the Sponsor, which

*[\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.*

actions or measures provide substantially equivalent benefits to those that would be provided by the recognition order contemplated by clause (i), shall have been completed or implemented.

2 Article 10.20 of the Sponsor Agreement is amended to read as follows:

The Trustees shall make efforts as much as possible to a reasonable extent to cause the appropriate U.S. Court to issue the recognition order contemplated by Item 6(i) of Article 20.2.

#### **Article 6**

Discussions leading up to the execution of this Amendment Agreement, the existence of this Amendment Agreement, and the content of this Amendment Agreement all correspond to Confidential Information under the Sponsor Agreement.

#### **Article 7**

The Trustees (which include Both Reorganization Companies) and Micron shall each bear their own respective expenses required for the Performance of this Amendment Agreement, except for where provided otherwise in this Amendment Agreement.

#### **Article 8**

Micron and the Trustees may not assign, transfer, or otherwise dispose of any rights or obligations whatsoever that they have under this Amendment Agreement or their status under this Amendment Agreement to anyone without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed); provided, however, that Micron may transfer any rights or obligations whatsoever under this Amendment Agreement or its status under this Amendment Agreement to any of its affiliated companies without the prior written consent of the Trustees if Micron continues to owe the obligations under this Amendment Agreement after such transfer.

#### **Article 9**

Notwithstanding the preceding Article, if one of the Trustees ceases being a trustee of Both Reorganization Companies (that party, the “**Changed Party**”; the other party constituting the Trustees, the “**Non-Changed Party**”) and

- (1) a trustee is not appointed in place of the Changed Party—the Non-Changed Party shall exercise rights and perform obligations as the Trustees by itself or
- (2) a trustee is appointed in place of the Changed Party—the person so appointed and the Non-Changed Party shall exercise rights and perform obligations as the Trustees.

*[\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.*

**Article 10**

Micron and the Trustees (which include Both Reorganization Companies) agree to Japanese Law being the governing Law of this Agreement.

**Article 11**

Micron and the Trustees (which include Both Reorganization Companies) shall endeavor to resolve disputes relating to this Amendment Agreement through their consultation, and if a dispute cannot be resolved through such consultation, the dispute must be resolved in court, with the Tokyo District Court having exclusive jurisdiction as the court of first instance.

**Article 12**

- 1 This Amendment Agreement is executed in the Japanese language. Even if this Amendment Agreement is translated into another language other than the Japanese language, only the Japanese language version is the official version of this Amendment Agreement, the Japanese language version always prevails over any translation in any language other than the Japanese language, and the translation may not be used as the basis for any interpretation of this Amendment Agreement.
- 2 Unless otherwise provided herein, all documents executed in accordance or connection with this Amendment Agreement must be executed in the Japanese language, and the preceding paragraph applies mutatis mutandis with respect to the relationship between documents so executed and translations of them in any language other than the Japanese language.

**Article 13**

No purported amendment to or modification of any provision whatsoever of this Amendment Agreement is valid except for where it has been executed in a writing affixed with the name and seal of, or signature of, a representative of Micron and the Trustees.

**Article 14**

This Amendment Agreement will take effect only if the approvals of Both Companies' Courts are obtained.

**Article 15**

If a doubt arises concerning an interpretation of this Amendment Agreement or a matter that has not been provided for in this Amendment Agreement, Micron and the Trustees shall consult sincerely in good faith.



*[\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.*

**Article 16**

This Amendment Agreement constitutes the entire agreement existing between the parties relating to the subject matter hereof and supersedes and replaces in its entirety all other prior agreements and undertakings (including the Sponsor Agreement), both written and oral, between the parties with respect to the content of this Amendment Agreement.

**Article 17**

The entry into this Amendment Agreement does not affect any rights of either Micron or the Trustees nor shall it be construed as a waiver of any rights that either Micron or the Trustees, as the case may be, may have against the other party(ies), except as specifically addressed in this Amendment Agreement.

Micron and the Initial Trustees have executed this Agreement in 2 originals by affixing their names and seals, or signatures, to each original, and Micron and the Initial Trustees have retained 1 executed original each.

October 29, 2012

**Sponsor**

**Micron Technology, Inc.**

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**Initial Trustees**

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## FOR IMMEDIATE RELEASE

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**MICRON APPLAUDS TOKYO DISTRICT COURT SUBMISSION ORDER**

**BOISE, Idaho, Oct. 31, 2012** – Micron Technology, Inc. (NASDAQ: MU) (“Micron”) today applauded the Tokyo District Court’s order approving the submission of Elpida Memory Inc.’s reorganization plan to creditors as part of Elpida’s corporate reorganization proceedings. Elpida’s plan of reorganization calls for Micron to sponsor Elpida’s reorganization and provides for the combination of Elpida and Micron. The Tokyo District court also confirmed that a competing plan of reorganization proposed by certain of Elpida’s creditors would not be submitted for creditor approval.

“Micron is pleased with the Tokyo District Court’s order to submit Elpida’s plan of reorganization to creditors for approval. This is an important step forward in the reorganization process,” said Micron CEO Mark Durcan. “The combination of Micron and Elpida will create the world’s second largest memory company with the strongest product portfolio in the industry.”

The closing of the transaction remains subject to creditor approval and court and regulatory approvals in other countries, and is expected to be completed in the first half of calendar 2013.

**About Micron**

Micron Technology, Inc., is one of the world’s leading providers of advanced semiconductor solutions. Through its worldwide operations, Micron manufactures and markets a full range of DRAM, NAND and NOR flash memory, as well as other innovative memory technologies, packaging solutions and semiconductor systems for use in leading-edge computing, consumer, networking, embedded and mobile products. Micron’s common stock

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is traded on the NASDAQ under the MU symbol. To learn more about Micron Technology, Inc., visit [www.micron.com](http://www.micron.com).

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*Micron and the Micron orbit logo are trademarks of Micron Technology, Inc. All other trademarks are the property of their respective owners.*

*This press release contains forward-looking statements regarding future events that involve risks and uncertainties. For example, statements related to the size of the company created by combining Micron and Elpida and the strength of the combined company's product portfolio, and the expected timing of the closing of the transaction, are forward-looking statements. Various factors could cause actual events or results to differ materially from those anticipated by the forward-looking statements. These factors include the possibility that the transactions do not close when expected or at all, or that we may be required to modify aspects of the transactions to achieve regulatory approval; that we are unable to maintain customers, successfully execute our integration strategies, or achieve planned synergies; that we are unable to accurately forecast the anticipated financial results of the combined business; that our consolidated financial condition may be adversely impacted by the increased leverage resulting from the transactions; that the combined business is unable to compete successfully in the highly competitive and rapidly changing memory market; that we are unable to retain employees that are key to the operations of the combined business; and other factors that are disclosed in our most recent Form 10-K including in the Risk Factors section under the headings "Our pending acquisitions of Elpida and Rexchip involve numerous risks", "Our pending acquisitions of Elpida and Rexchip expose us to significant risks from changes in currency exchange rates", "Debt obligations could adversely affect our financial condition" and "We may make future acquisitions and/or alliances, which involve numerous risks." These documents contain and identify important factors that could cause the actual results for Micron on a consolidated basis to differ materially from those contained in our forward-looking statements. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements.*

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