

**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**

September 25, 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):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement

On September 25, 2009, the Company's joint venture subsidiary TECH Semiconductor Singapore Pte. Ltd. ("TECH") entered into an Amendment Agreement with Citicorp Investment Bank (Singapore) Limited, as Facility Agent, with an effective date of September 28, 2009 (the "Amendment"), that amended TECH's US\$600,000,000 Facility Agreement, dated 31 March 2008, by and among (1) TECH, as borrower, (2) ABN AMRO Bank N.V., Citibank, N.A., Singapore Branch/ Citigroup Global Markets Singapore Pte Ltd, DBS Bank Ltd and Oversea-Chinese Banking Corporation Limited, together as original mandated lead arrangers, (3) Citicorp Investment Bank (Singapore) Limited, as facility agent, (4) ABN AMRO Bank N.V., Singapore Branch, as security trustee, and (5) the Banks (as defined therein) (the "Facility Agreement").

The Amendment, among other things, replaced Clause 17.1 of the Facility Agreement, thereby modifying the Net Debt to Equity, Liquidity Ratio and Debt Service Coverage Ratio ("DSCR") financial condition covenants. In addition, the Amendment replaced Clause 18.13.2 of the Facility Agreement, thereby modifying the conditions under which the Company would be released from its Guarantee (defined below).

In connection with the Amendment, on September 25, 2009, the Company entered into a Supplemental Deed with ABN AMRO Bank N.V., Singapore Branch, acting as Security Trustee, with an effective date of September 28, 2009 (the "Supplemental Deed"), that amended the Guarantee, dated March 31, 2008, provided by the Company in connection with TECH's entering into the Facility Agreement (the "Guarantee").

Among other things, the Supplemental Deed (i) replaced the definition of "Micron Proportion" at Clause 1.2 of the Guarantee; (ii) replaced Clause 2.3, "Limitation of Liability," of the Guarantee, thereby modifying the Company's liability limits under the Guarantee; and (iii) replaced Clause 2.4, "Release of Guarantee," of the Guarantee, thereby modifying the conditions under which the Company would be released from its Guarantee.

As originally contemplated in the TECH formation documents, the term of the TECH shareholders agreement expires on April 11, 2011. Currently, the Company has an 85.3% interest in TECH, Hewlett-Packard Company ("HP") has a 3.7% interest in TECH and Canon, Inc. has an 11% interest in TECH. TECH has received notice from HP that it does not intend to extend the TECH joint venture beyond April 11, 2011. The Company is engaged in discussions with the TECH shareholders to reach an agreement regarding the ownership and operation of TECH after April 11, 2011. If the parties are unable to reach a resolution of this matter prior to April 11, 2011, it could result in a default of the Facility Agreement by TECH.

The foregoing descriptions of the amendments to the Facility Agreement and Guarantee are only summaries and do not purport to be complete. The summaries are qualified in their entirety by reference to the actual agreements, which are included as exhibits to this current report.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are filed herewith:

Exhibit No.	Description
10.1	Amendment Agreement, dated September 25, 2009, to TECH Facility Agreement, dated March 31, 2008, among TECH Semiconductor Singapore Pte. Ltd. and ABN Amro Bank N.V., Citibank, N.A., Singapore Branch, Citigroup Global Markets Singapore Pte Ltd., DBS Bank Ltd and Oversea-Chinese Banking Corporation Limited, as Original Mandated Lead Arrangers
10.2	Supplemental Deed, dated September 25, 2009, to Guarantee, dated March 31, 2008, by Micron Technology, Inc. as Guarantor in favor of ABN Amro Bank N.V., Singapore Branch acting as Security Trustee

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 1, 2009

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 SEPTEMBER 25, 2009**

Exhibit	Description
10.1	Amendment Agreement, dated September 25, 2009, to TECH Facility Agreement, dated March 31, 2008, among TECH Semiconductor Singapore Pte. Ltd. and ABN Amro Bank N.V., Citibank, N.A., Singapore Branch, Citigroup Global Markets Singapore Pte Ltd., DBS Bank Ltd and Oversea-Chinese Banking Corporation Limited, as Original Mandated Lead Arrangers
10.2	Supplemental Deed, dated September 25, 2009, to Guarantee, dated March 31, 2008, by Micron Technology, Inc. as Guarantor in favor of ABN Amro Bank N.V., Singapore Branch acting as Security Trustee

Allen&Gledhill

ADVOCATES & SOLICITORS

Execution version

Dated 2 5 SEP 2009

TECH SEMICONDUCTOR SINGAPORE PTE. LTD.

as Borrower

and

CITICORP INVESTMENT BANK (SINGAPORE) LIMITED

as Facility Agent

AMENDMENT AGREEMENT

(being supplemental to the US\$600,000,000 Facility Agreement
dated 31 March 2008)

ALLEN & GLEDHILL LLP

ONE MARINA BOULEVARD #28-00
SINGAPORE 018989

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This Amendment Agreement is made on 25 SEP 2009 between:

- (1) TECH Semiconductor Singapore Pte. Ltd. (company registration number: 199102059C) (the "Borrower"), as borrower; and
- (2) Citicorp Investment Bank (Singapore) Limited (the "Facility Agent"), as facility agent,

and is supplemental to a US\$600,000,000 Facility Agreement dated 31 March 2008 (the "Original Facility Agreement") made between (1) the Borrower, as borrower, (2) ABN AMRO Bank N.V., Citibank, N.A., Singapore Branch/ Citigroup Global Markets Singapore Pte Ltd, DBS Bank Ltd and Oversea-Chinese Banking Corporation Limited, together as original mandated lead arrangers, (3) the Facility Agent, as facility agent, (4) ABN AMRO Bank N.V., Singapore Branch (the "Security Trustee"), as security trustee, and (5) the Banks (as defined therein).

Whereas:

(A) Pursuant to the Original Facility Agreement, the Banks agreed to grant to the Borrower a term loan facility of up to US\$600,000,000, upon the terms and subject to the conditions of the Original Facility Agreement.

(B) The Borrower has requested the Facility Agent, who has (upon the instructions of the Instructing Group (as defined in the Original Facility Agreement)) agreed, on the terms and subject to the conditions of this Amendment Agreement, to amend and supplement the Original Facility Agreement in the manner set out in this Amendment Agreement.

It is agreed as follows:

1. Definitions and Interpretation

1.1 Definitions

Unless otherwise defined or construed in this Amendment Agreement and except where the context otherwise requires, all terms and references used in the Original Facility Agreement shall have the same meaning and construction in this Amendment Agreement and, in addition:

"Effective Date" has the meaning given to it in Clause 4.1 (Conditions Precedent).

"Party" means a party to this Amendment Agreement.

"Supplemental Deed" means the Supplemental Deed relating to the Micron Corporate Guarantee, dated on or about the date of this Amendment Agreement and entered into between Micron and the Security Trustee.

1.2 Headings

Unless otherwise stated, references to "Clauses" and the "Schedule" are to be construed as references to the clauses of, and the schedule to, this Amendment Agreement.

1.3 Third Party Rights

1.3.1 Other than the Finance Parties or as expressly provided to the contrary in this Amendment Agreement, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or to enjoy the benefit of any term of this Amendment Agreement.

1.3.2 Notwithstanding any terms of this Amendment Agreement, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this Amendment Agreement.

2. Incorporation

2.1 Preservation of the Original Facility Agreement

Except to the extent expressly amended by the provisions of this Amendment Agreement, the terms and conditions of the Original Facility Agreement are hereby confirmed and shall remain in full force and effect.

2.2 Agreement Supplemental

The Original Facility Agreement and this Amendment Agreement shall be read and construed as one document and this Amendment Agreement shall be considered to be part of the Original Facility Agreement and, without prejudice to the generality of the foregoing, where the context so allows, references in the Original Facility Agreement to "this Agreement", howsoever expressed, shall be read and construed as references to the Original Facility Agreement as amended and supplemented by this Amendment Agreement.

2.3 Designation as a Finance Document

Each Party acknowledges and agrees that each of this Amendment Agreement and the Supplemental Deed is designated as a "Finance Document" within the meaning of that expression in the Original Facility Agreement.

3. Amendments to the Original Facility Agreement

The Parties agree that, with effect from the Effective Date, the Original Facility Agreement shall be amended as follows:

3.1 by deleting Clause 17.1 (Financial Condition) of the Original Facility Agreement in its entirety and substituting the same with the following new Clause 17.1 (Financial Condition):

"17.1 Financial Condition

The Borrower shall ensure that its financial condition shall be such that:

17.1.1 the ratio of its Net Debt to Equity, measured at the end of each quarter of its financial years and as evidenced by its then unaudited quarterly financial statements prepared in US dollars for that quarter, is:

- (a) for each quarter ending on or before 3 December 2009, no more than 0.8:1;
- (b) for the quarter ending on 4 March 2010, no more than 0.75:1;
- (c) for the quarter ending on 3 June 2010, no more than 0.7:1;
- (d) for the quarter ending on 2 September 2010, no more than 0.6:1; and
- (e) for each quarter ending on or after 3 September 2010, no more than 0.5:1.

17.1.2 its Liquidity Ratio, measured at the end of each quarter of its financial years and as evidenced by its then unaudited quarterly financial statements prepared in US dollars for that quarter, is:

- (a) for each quarter ending on or before 3 September 2009, at least 1.2:1;
- (b) for the quarter ending on 3 December 2009, at least 1.7:1;
- (c) for the quarter ending on 4 March 2010, at least 1.6:1;
- (d) for the quarter ending on 3 June 2010, at least 1.5:1; and
- (e) for each quarter ending on or after 4 June 2010, at least 1.4:1; and

17.1.3 its DSCR, measured at the end of each quarter of its financial years and as evidenced by financial projections (prepared by the Borrower and delivered to the Facility Agent pursuant to Clause 16.4 (Compliance Certificates)), is:

- (a) for each quarter ending on or before 3 September 2009, at least 1.1:1;
- (b) for each quarter thereafter ending on or before 2 September 2010, at least 1.5:1; and
- (c) for each quarter ending on or after 3 September 2010, at least 1.4:1; and

3.2 by deleting Clause 18.13.2 of the Original Facility Agreement in its entirety and substituting the same with the following new Clause 18.13.2:

18.13.2 If the conditions in Clause 2.4 of the Guarantee (as amended, varied, novated or supplemented from time to time including, without limitation, pursuant to the Supplemental Deed dated 25 September 2009 entered into between Micron and the Security Agent), have been satisfied, the Security Trustee shall at the cost and request of the Borrower, discharge and release Micron from its obligations under the Micron Corporate Guarantee (without prejudice to accrued obligations) provided that on or prior to such release and discharge by the Security Trustee, each of the

Micron Security Documents and the Security created pursuant thereto has been released and discharged to the satisfaction of the Security Trustee.".

4. Effective Date

4.1 Conditions Precedent

The amendment of the Original Facility Agreement in accordance with Clause 3 (Amendments to the Original Facility Agreement) shall take effect on and from the date (the "Effective Date") that the Facility Agent notifies the Borrower that the Facility Agent has received all of the documents and evidence listed in the Schedule (Conditions Precedent) in form and substance satisfactory to the Facility Agent. The Facility Agent shall notify the Borrower promptly upon being so satisfied.

4.2 Failure to satisfy Conditions Precedent

If the Facility Agent has not received all the documents and evidence referred to in Clause 4.1 (Conditions Precedent) by the close of business on 8 October 2009 (or such later date as the Facility Agent may agree (acting on the instructions of the Instructing Group)), this Amendment Agreement shall terminate.

4.3 Rights of Finance Parties

Upon termination of this Amendment Agreement under Clause 4.2 (Failure to satisfy Conditions Precedent), the outstanding indebtedness under the Original Facility Agreement shall remain governed by and be payable, guaranteed and secured in accordance with the provisions of the Original Facility Agreement, the other Finance Documents and all other related documents.

5. Amendment Fee

The Borrower shall pay to the Facility Agent an amendment fee on the date (the "Amendment Fee Payment Date") which is the later of (a) the Effective Date and (b) 8 October 2009, in an amount which is the aggregate of 0.45 per cent of the Loan outstanding on the Amendment Fee Payment Date. The amendment fee paid by the Borrower under this Clause 5 shall be for the account of each Lender, pro rata to its participation in the Loan outstanding on the Amendment Fee Payment Date.

6. Representations

6.1 Representations on the date of this Amendment Agreement

On the date of this Amendment Agreement, the Borrower makes each of the Repeating Representations and the representations in Clauses 15.15 (Validity and admissibility in evidence), 15.17 (Filing and Stamp Taxes) and Clause 15.21 (Private and Commercial Acts) of the Original Facility Agreement, to the Finance Parties as if each reference therein to "this Agreement", "Finance Document" or "Finance Documents" includes a reference to this Amendment Agreement and each reference to "Security Document" or "Security Documents" includes a reference to the Supplemental Deed,

and acknowledges that the Facility Agent has entered into this Amendment Agreement in reliance on those representations and warranties.

6.2 Representations on the Effective Date

On the Effective Date, the Borrower makes each of the Repeating Representations and the representations in Clauses 15.15 (Validity and admissibility in evidence), 15.17 (Filing and Stamp Taxes) and Clause 15.21 (Private and Commercial Acts) of the Original Facility Agreement as amended and supplemented by this Amendment Agreement, to the Finance Parties as if each reference therein to "this Agreement" includes a reference to the Original Facility Agreement as amended and supplemented by this Amendment Agreement, each reference to "Security Document" or "Security Documents" includes a reference to the Micron Corporate Guarantee as amended and supplemented by the Supplemental Deed and each reference to "Finance Document" or "Finance Documents" includes a reference to each of the Original Facility Agreement and the Micron Corporate Guarantee as amended and supplemented by this Amendment Agreement and the Supplemental Deed respectively.

7. Confirmation

The Borrower hereby irrevocably and unconditionally confirms that the respective terms and conditions of the Original Facility Agreement, each of the Security Documents and each other Finance Document to which it is a party are and shall continue to apply and shall remain in full force and effect and binding on it, and that all of the Security expressed to be created by each of the Security Documents to which it is a party are and shall continue in full force and effect, notwithstanding the provisions of this Amendment Agreement or the performance or non-performance by any person of any of its obligations under the Original Facility Agreement (as amended and supplemented by this Amendment Agreement), any of the Security Documents or any other Finance Document.

8. Expenses and Stamp Duty

The Borrower shall:

8.1.1 from time to time on demand of the Facility Agent, reimburse the Facility Agent, the Security Trustee and each of the Original Mandated Lead Arrangers for all reasonable costs and expenses (including but not limited to legal and documentation fees), together with any GST thereon incurred by it in connection with the negotiation, preparation and execution of this Amendment Agreement and any other document referred to in this Amendment Agreement; and

8.1.2 pay all stamp, registration and other taxes to which this Amendment Agreement or any other document referred to in this Amendment Agreement is subject and shall, from time to time on demand of the Facility Agent, indemnify the Finance Parties against any liabilities, costs, claims and expenses resulting from any failure to pay or any delay in paying any such tax.

9. Counterparts

This Amendment Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

10. Governing Law

This Amendment Agreement shall be governed by Singapore law.

11. Jurisdiction

11.1 Singapore Courts

The courts of Singapore have jurisdiction to settle any dispute (a "Dispute") arising out of or in connection with this Amendment Agreement (including a dispute regarding the existence, validity or termination of this Amendment Agreement or the consequences of its nullity).

11.2 Convenient Forum

The Borrower waives any objection it might now or hereafter have to the courts referred to in Clause 11.1 (Singapore Courts) being nominated to settle Disputes and accordingly, agrees that they will not argue to the contrary.

11.3 Non-exclusive Jurisdiction

The submission to the jurisdiction of the courts referred to in Clause 11.1 shall not (and shall not be construed so as to) limit the right of each of the Finance Parties to take proceedings against the Borrower or, the Borrower to take proceedings against the Finance Parties or any one or more of them or any other party, in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

This Amendment Agreement has been entered into on the date stated at the beginning of this Amendment Agreement.

Schedule

- Conditions Precedent

1. Corporate Authorisations

1.1 A copy of the constitutional documents of each of the Borrower and Micron, certified true by a duly authorised officer of the relevant Obligor (unless the relevant Obligor certifies and confirms to the Facility Agent that each of the copies of its constitutional documents already delivered to, and held by, the Facility Agent are up-to-date copies of its constitutional documents).

1.2 A copy or an extract of the resolution of the board of directors of each of the Borrower and Micron approving the execution, delivery and performance of this Amendment Agreement or, as the case may be, the Supplemental Deed, and the terms and conditions thereof and authorising a named person or persons to sign such document and any documents to be delivered pursuant thereto, certified true by a duly authorised officer of the relevant Obligor.

1.3 A certificate of a duly authorised officer of each of the Borrower and Micron setting out the names and signatures of the persons authorised to sign, on behalf of that Obligor, this Amendment Agreement or, as the case may be, the Supplemental Deed and any documents to be delivered pursuant thereto.

1.4 A certificate as to the existence and good standing of Micron from the appropriate governmental authorities in the State of Delaware, The United States of America.

2. Authorisations and Consents

A copy, certified as true by and on behalf each Obligor, of each such licence, approval, registration or declaration as is, in the opinion of counsel to the Finance Parties, necessary to render each of this Amendment Agreement and the Supplemental Deed legal, valid, binding and enforceable on the relevant Obligor and admissible in evidence in any applicable jurisdiction and enable each of the parties to such documents to perform its obligations thereunder (or, if the Facility Agent so requires, confirmation by a duly authorised officer of the relevant Obligor that no such documents are required).

3. Supplemental Documents

3.1 Each of this Amendment Agreement and the Supplemental Deed, duly executed by each party thereto and, where appropriate, duly stamped and presented for registration with all appropriate authorities.

3.2 Evidence of the acceptance of the appointment of the process agent referred to in the Supplemental Deed.

4. Opinions

4.1 A legal opinion from Allen & Gledhill, Singapore counsel to the Finance Parties.

4.2 A legal opinion from Moffatt, Thomas, Barrett, Rock & Fields, Chartered, U.S. legal counsel to Micron.

5. Costs and Expenses

Evidence that the fees, costs and expenses then due from the Borrower pursuant to Clause 8 (Expenses and Stamp Duty) have been paid.

In witness whereof this Amendment Agreement has been entered into on the date stated at the beginning.

The Borrower

TECH SEMICONDUCTOR SINGAPORE PTE. LTD.

By: /s/ Lee Kok Choy

The Facility Agent

CITICORP INVESTMENT BANK (SINGAPORE) LIMITED

By: /s/ Rebecca Yung

Allen & Gledhill

ADVOCATES & SOLICITORS

Execution version

Dated 25 SEP 2009

MICRON TECHNOLOGY, INC.

as Guarantor

and

ABN AMRO BANK N.V., SINGAPORE BRANCH

acting as Security Trustee

SUPPLEMENTAL DEED

(being supplemental to the Guarantee dated 31 March 2008)

ALLEN & GLEDHILL LLP

ONE MARINA BOULEVARD #28-00

SINGAPORE 018989

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This Supplemental Deed is made on 25 SEP 2009 between:

- (1) MICRON TECHNOLOGY, INC., a corporation established under the laws of the State of Delaware, U.S.A. (the "Guarantor"); in favour of
- (2) ABN AMRO BANK N.V., SINGAPORE BRANCH, as security trustee for and on behalf of the Beneficiaries (as defined in the Original Guarantee, defined below) (the "Security Trustee"),

and is supplemental to a Guarantee dated 31 March 2008 (the "Original Guarantee") made between (1) the Guarantor, as guarantor and (2) the Security Trustee, as security trustee.

Whereas:

- (A) Pursuant to a US\$600,000,000 Facility Agreement dated 31 March 2008 (the "Original Facility Agreement") made between (1) TECH Semiconductor Singapore Pte. Ltd., as borrower, (2) ABN AMRO Bank N.V., Citibank, N.A., Singapore Branch/ Citigroup Global Markets Singapore Pte Ltd, DBS Bank Ltd and Oversea-Chinese Banking Corporation Limited, together as original mandated lead arrangers, (3) Citicorp Investment Bank (Singapore) Limited, as facility agent, (4) the Security Trustee, as security trustee, and (5) the Banks (as defined therein), the Banks agreed to grant to the Borrower a term loan facility of up to US\$600,000,000, upon the terms and subject to the conditions of the Original Facility Agreement.
- (B) Pursuant to an amendment agreement (the "Amendment Agreement"), dated on or about the date of this Supplemental Deed, made between (1) the Borrower, as borrower, and (2) the Facility Agent, as agent for the other Finance Parties, the Borrower and the Finance Parties have agreed to amend and supplement the Original Facility Agreement, upon the terms and subject to the conditions of the Amendment Agreement.
- (C) It is a condition precedent to the amendments to the Original Facility Agreement pursuant to the Amendment Agreement taking effect that, inter alia, this Supplemental Deed duly executed by the Guarantor be delivered to the Facility Agent.

It is agreed as follows:

1. Definitions and Interpretation

1.1 Definitions

Unless otherwise defined or construed in this Supplemental Deed and except where the context otherwise requires, all terms and references used in the Original Facility Agreement, the Original Guarantee and the Amendment Agreement shall have the same meaning and construction in this Supplemental Deed and, in addition:

"Effective Date" has the meaning given to it in Clause 4.1 (Conditions Precedent) of the Amendment Agreement.

"Party" means a party to this Agreement.

1.2 Headings

Unless otherwise stated, references to "Clauses" are to be construed as references to the clauses of this Supplemental Deed.

1.3 Third Party Rights

1.3.1 Other than the Finance Parties or as expressly provided to the contrary in this Supplemental Deed, a person who is not a party to this Supplemental Deed has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or to enjoy the benefit of any term of this Supplemental Deed.

1.3.2 Notwithstanding any terms of this Supplemental Deed, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this Supplemental Deed.

2. Incorporation

2.1 Preservation of the Original Guarantee

Except to the extent expressly amended by the provisions of this Supplemental Deed, the terms and conditions of the Original Guarantee are hereby confirmed and shall remain in full force and effect.

2.2 Agreement Supplemental

The Original Guarantee and this Supplemental Deed shall be read and construed as one document and this Supplemental Deed shall be considered to be part of the Original Guarantee and, without prejudice to the generality of the foregoing, where the context so allows, references in the Original Guarantee to "this Deed", howsoever expressed, shall be read and construed as references to the Original Guarantee as amended, modified and supplemented by this Supplemental Deed.

3. Amendments to the Original Guarantee

The Parties agree that, with effect from the Effective Date, the Original Guarantee shall be amended as follows:

3.1 by deleting the definition of "Micron Proportion" in Clause 1.2 of the Original Guarantee in its entirety and substituting the same with the following new definition:

““Micron Proportion" means:

(a) at any time prior to 11 April 2010:

(i) 85.31 per cent.; or

(ii) the percentage of the total issued share capital of the Borrower which is owned directly or indirectly by Micron,

whichever is higher; and

(b) at all times thereafter, 100 per cent.";

3.2 by deleting Clause 2.3 (Limitation of Liability) of the Original Guarantee in its entirety and substituting the same with the following new Clause 2.3 (Limitation of Liability):

"2.3 Limitation of Liability

Notwithstanding anything to the contrary in this Deed or in any other Finance Document, the maximum liability of the Guarantor at any time under this Clause 2 shall in no event exceed the lesser of:

2.3.1 the Micron Proportion of the amount of the Secured Obligations at that time; and

2.3.2 an amount equal to the greatest amount that would not render the Guarantor's obligations hereunder and under the other Finance Documents subject to avoidance under US Bankruptcy Law or to being set aside, avoided or annulled under any Fraudulent Transfer Law.

For the purposes of this Clause 2.3, "Fraudulent Transfer Law" means any applicable US Bankruptcy Law or any applicable US state fraudulent transfer or conveyance law, and "US Bankruptcy Law" means the United States Bankruptcy Code of 1978 (Title 11 of the United States Code) or any other United States Federal or state bankruptcy, insolvency or similar law."; and

3.3 by deleting Clause 2.4 (Release of Guarantee) of the Original Guarantee in its entirety and substituting the same with the following new Clause 2.4 (Release of Guarantee):

"2.4 Release of Guarantee

If:

2.4.1 (i) the ratio of the Borrower's Net Debt to Equity, the Borrower's Liquidity Ratio and the Borrower's DSCR measured in accordance with Clause 17.1 (Financial Condition) of the Facility Agreement for the financial quarter ending on 2 December 2010 complies with the requirements of Clause 17.1 (Financial Condition) of the Facility Agreement and (ii) the Borrower is in compliance with its obligations under Clause 28.7 (Debt Service Deposit Accounts) of the Facility Agreement up to and on 2 December 2010 (both (i) and (ii) shall be confirmed by the Facility Agent (acting on the instructions of the Instructing Group) to the Security Trustee), and

2.4.2 (i) a Non-extension Event had not occurred on 11 October 2009 or (ii) on 11 October 2009, a Non-extension Event had occurred but that Non-extension is no longer continuing and, in each case, at such point in time, a Non-extension Event is not capable of occurring,

the Security Trustee shall at the cost and request of the Guarantor, discharge and release the Guarantor from its obligations under this Deed (without prejudice to accrued obligations) provided that on or prior to such release and discharge by the Security Trustee, each of the Micron Security Documents and the

Encumbrance created pursuant thereto has been released and discharged to the satisfaction of the Security Trustee.".

4. Representations

4.1 Representations on the date of this Supplemental Deed

On the date of this Supplemental Deed, the Guarantor makes each of the representations in Clause 3 (Representations and Warranties) of the Original Guarantee to the Security Trustee, as security trustee for the benefit of the Beneficiaries as if each reference therein to "this Deed" includes a reference to this Supplemental Deed and each reference to "Finance Document" or "Finance Documents" includes a reference to this Supplemental Deed and the Amendment Agreement, and acknowledges that the Security Trustee has entered into this Supplemental Deed in reliance on those representations and warranties.

4.2 Representations on the Effective Date

On the Effective Date, the Guarantor makes each of the representations in Clause 3 (Representations and Warranties) of the Original Guarantee to the Security Trustee, as security trustee for the benefit of the Beneficiaries as if each reference therein to "this Deed" includes a reference to the Original Guarantee as amended and supplemented by this Supplemental Deed, each reference to the "Facility Agreement" includes a reference to the Original Facility Agreement as amended and supplemented by the Amendment Agreement and each reference to "Finance Document" or "Finance Documents" includes a reference to each of the Original Facility Agreement and the Original Guarantee as amended and supplemented by the Amendment Agreement and this Supplemental Deed respectively.

5. Confirmation

The Guarantor hereby irrevocably and unconditionally confirms that the respective terms and conditions of each of the Security Documents and each other Finance Document to which it is a party are and shall continue to apply and shall remain in full force and effect and binding on it, notwithstanding the provisions of this Supplemental Deed or the performance or non-performance by any person of any of its obligations under the Original Guarantee (as amended and supplemented by this Supplemental Deed), any of the Security Documents or any other Finance Document.

6. Expenses and Stamp Duty

To the extent not paid by the Borrower, the Guarantor shall:

6.1.1 from time to time on demand of the Security Trustee, reimburse the Facility Agent, the Security Trustee and each of the Original Mandated Lead Arrangers for all reasonable costs and expenses (including but not limited to legal and documentation fees), together with any GST thereon incurred by it in connection

with the negotiation, preparation and execution of this Supplemental Deed and any other document referred to in this Supplemental Deed or the Amendment Agreement; and

6.1.2 pay all stamp, registration and other taxes to which this Supplemental Deed or any other document referred to in this Supplemental Deed or the Amendment Agreement is subject and shall, from time to time on demand of the Security Trustee, indemnify the Finance Parties against any liabilities, costs, claims and expenses resulting from any failure to pay or any delay in paying any such tax.

7. Counterparts

This Supplemental Deed may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

8. Governing Law

This Supplemental Deed shall be governed by Singapore law.

9. Jurisdiction

9.1 Singapore Courts

The courts of Singapore have jurisdiction to settle any dispute (a "Dispute") arising out of or in connection with this Supplemental Deed (including a dispute regarding the existence, validity or termination of this Supplemental Deed or the consequences of its nullity).

9.2 Convenient Forum

The Guarantor waives any objection it might now or hereafter have to the courts referred to in Clause 9.1 (Singapore Courts) being nominated to settle Disputes and accordingly, agrees that they will not argue to the contrary.

9.3 Non-exclusive Jurisdiction

The submission to the jurisdiction of the courts referred to in Clause 9.1 shall not (and shall not be construed so as to) limit the right of each of the Beneficiaries to take proceedings against the Guarantor or, the Guarantor to take proceedings against the Beneficiaries or any one or more of them or any other party, in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

9.4 Service of Process

9.4.1 The Guarantor irrevocably appoints Micron Semiconductor Asia Pte. Ltd. (with its address at 990 Bendemeer Road, Singapore 339942, fax no. +65 6290 3690, attention: Managing Director) to receive, for it and on its behalf, service of process in any Disputes in Singapore. Such service shall be deemed completed on

delivery to the relevant process agent (whether or not it is forwarded to and received by the Guarantor). If for any reason a process agent ceases to be able to act as such or no longer has an address in Singapore, the Guarantor irrevocably agrees to appoint a substitute process agent acceptable to the Security Trustee, and to deliver to the Security Trustee a copy of the new process agent's acceptance of that appointment, within 30 days.

- 9.4.2 The Guarantor irrevocably consents to any process in any Disputes anywhere being served by mailing a copy by registered post to it in accordance with Clause 17 (Notices) of the Original Guarantee. Such service shall become effective 30 days after mailing.
- 9.4.3 Nothing shall affect the right to serve process in any other manner permitted by law.

This Supplemental Deed has been entered into on the date stated at the beginning of this Supplemental Deed.



In witness whereof the parties hereto have executed and delivered this Supplemental Deed,
under seal, as of the day and year first above written.

The Guarantor

THE COMMON SEAL of

MICRON TECHNOLOGY, INC.

was hereunto affixed in the presence of :

SEAL

/s/ Philippe Morali

Authorised Officer

Name: Philippe Morali

Treasurer

The Security Trustee

SIGNED

by /s/ Jessica Goh / Irene Ng

for and on behalf of

ABN AMRO BANK N.V., SINGAPORE BRANCH

in the presence of: /s/Karen Heng