

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Settlement Agreement”) is entered into by and between Elpida Memory, Inc. (“Elpida”), Hynix Semiconductor Inc. (“Hynix”), Infineon Technologies AG (“Infineon”), and Micron Technology, Inc. (“Micron”) and George Jepsen, in his capacity as the Attorney General of the State of Connecticut (the “Attorney General”). The Attorney General, Elpida, Hynix, Infineon and Micron are referred to herein together as the “Parties.”

WITNESSETH:

WHEREAS, Elpida, Hynix, Infineon and Micron (each a “DRAM Settling Party” and collectively, the “DRAM Settling Parties”) each manufactured and sold a product known as dynamic random access memory;

WHEREAS, for the purposes of this agreement, dynamic random access memory includes all forms of DRAM, including without limitation, synchronous dynamic random access memory (“SDRAM”), Rambus dynamic random access memory (“RDRAM”), asynchronous dynamic random access memory (“ASYNC”), FPM DRAM, EDO DRAM, BEDO RAM, RLDRAM, and double data rate synchronous dynamic random access memory (“DDR”) semiconductor devices and modules for use in personal computers, servers, workstations and other electronic devices;

WHEREAS, the Attorney General commenced an investigation into whether the DRAM Settling Parties engaged in an unlawful conspiracy to raise, fix, maintain or stabilize the price of DRAM at artificially high levels in violation of the Connecticut Antitrust Act (the “Investigation”);

WHEREAS, having conducted the Investigation into the facts and the law, the Attorney General believes that the conduct violated the Connecticut Antitrust Act, Conn. Gen. Stat. § 35-24 *et seq.*;

WHEREAS, the Attorney General finds the relief and provisions of this Settlement Agreement appropriate and in the public interest; and

WHEREAS, the DRAM Settling Parties, despite their belief that none of them are liable for any claims arising under the Connecticut Antitrust Act or any other law, have nevertheless, after arm's length settlement negotiations, agreed to enter into this Settlement Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the release contemplated by this Settlement Agreement;

NOW THEREFORE, intending to be legally bound and in consideration of the mutual promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Settlement Payment:** By no later than March 31, 2012, the DRAM Settling Parties shall each pay the Attorney General a sum of \$43,750 in U.S. dollars, by check or wire transfer, for a collective sum of \$175,000 in U.S. dollars (the "Settlement Amount") to resolve all claims that the Attorney General has made or could have made pursuant to Conn. Gen. Stat. §§ 35-32 or 35-34, against the DRAM Settling Parties or any of the Releasees (as defined in Paragraph 2 below) related to the Investigation.

2. **Release and Discharge:** Subject to each DRAM Settling Party's payment of its portion of the Settlement Amount described above, the Attorney General hereby releases that DRAM Settling Party and each of its past and present parents, subsidiaries (including but not limited to Elpida Memory (USA) Inc., Hynix Semiconductor America Inc., Infineon

Technologies North America Corp., and Micron Semiconductor Products, Inc., as applicable), divisions, successors, predecessors, assignors and assigns, and their respective current and former directors, officers, and employees (collectively, the "Releasees") from each and every claim that the Attorney General has made or could have made relating to the acts, practices or course of conduct that were the subject of the Investigation, including any claim or allegation of price fixing of DRAM or conspiracy to price fix DRAM, arising under state, federal, or other law, arising prior to the date of this Settlement Agreement.

The Attorney General further agrees that it will not sue or bring a proceeding against the Releasees in any foreign or U.S. court or other tribunal based on a released claim except if necessary to enforce the Attorney General's rights under this Settlement Agreement.

3. **Entire Agreement:** This Settlement Agreement contains the entire agreement between the Parties hereto with regard to the matters set forth herein and supersedes any and all prior discussions.

4. **Amendment:** This Settlement Agreement may not be modified, changed, cancelled, amended, or varied, nor may any or all of its terms be waived, except by a writing signed by the Parties or their respective counsel.

5. **Counterparts:** This Settlement Agreement may be executed in counterparts. A facsimile signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

6. **Representations and Warranties:** The DRAM Settling Parties represent and warrant that the person executing this Settlement Agreement on behalf of each DRAM Settling Party has the legal authority to bind the respective Party to the terms of this Settlement Agreement. In addition, the DRAM Settling Parties represent and warrant that:

- (a.) They have the authority to enter into this Settlement Agreement;
- (b.) They have taken all the necessary corporate actions to approve the making and performance of this agreement and no further corporate or other internal approval is necessary;
- (c.) The making and performance of this Settlement Agreement will not violate any provision of the DRAM Settling Parties' respective articles of incorporation, charters, bylaws, statutes or Constitutions; and
- (d.) They have signed this Settlement Agreement of their own free will and that in making this Settlement Agreement they have obtained the advice of competent legal counsel.

7. **No Admission of Liability and Costs:** In agreeing to enter into this Settlement Agreement, the DRAM Settling Parties make no admission of fact or law, and no part of this Settlement Agreement shall be treated or construed as an admission of liability or wrongdoing by the DRAM Settling Parties or any of the Releasees. Each Party agrees to bear its own costs, fees and expenses in connection with the Investigation and the negotiation and execution of this Settlement Agreement.

8. **Choice of Law:** This Settlement Agreement shall be governed by the laws of the State of Connecticut, and the DRAM Settling Parties consent to the jurisdiction of the Connecticut Superior Court in any proceeding to enforce this Settlement Agreement.

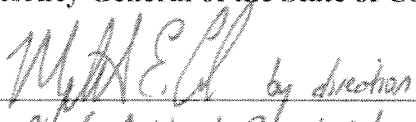
10. **Interpretation:** The provisions of this Settlement Agreement shall be construed according to their common meaning and not strictly for or against any Party. Headings in this Settlement Agreement are inserted for convenience only and shall not constitute part hereof for any purposes whatsoever.

11. **Binding Effect:** This Settlement Agreement shall be binding upon and shall inure to the benefit of the respective Parties hereto, their respective legal successors, heirs, administrators and assigns.

12. **Severability of Provisions:** If any provision of this Settlement Agreement is found unenforceable or unlawful, the remaining provisions of this Settlement Agreement shall remain fully effective and enforceable.

Executed this 20th day of January, 2012.

GEORGE JEPSEN
Attorney General of the State of Connecticut



Chief, Antitrust Department

ELPIDA MEMORY, INC.

HYNIX SEMICONDUCTOR INC.

INFINEON TECHNOLOGIES AG

MICRON TECHNOLOGY, INC.

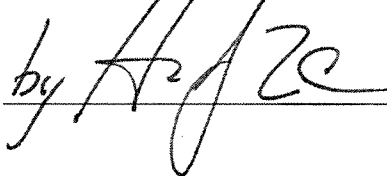
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JG NAM *[Signature]* *Jan 17, 2012*

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MICRON TECHNOLOGY, INC.

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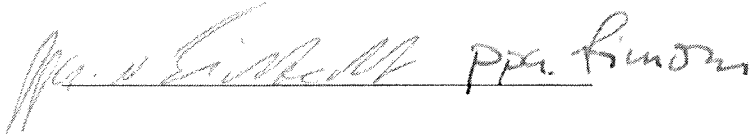
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REVIEWED
MTI Legal

