

MED 5-22-98

06-03-1998

Patent Docket 96-0995

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To the Honorable Commissioner of Patents and Trademarks:

100726520

attached original documents or a copy

1. Name of Conveying party:

Micron Display Technology, Inc.

Additional name(s) of conveying part(y)(ies) attached?

[ ] Yes [X] No

3. Nature of Conveyance:

[ ] Assignment [X] Merger

[ ] Security Agreement [ ] Change of Name

[ ] Other \_\_\_\_\_

Execution Date: September 17, 1997

2. Name and address of receiving party:

Micron Technology, Inc.

Mailing Address: P.O. Box 6  
Boise, ID 83707-0006

Street Address:  
8000 S. Federal Way  
Boise, ID 83706

Additional name(s) and address(es) attached?

[ ] Yes [X] No

4. Application number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Application serial number: 08/856,382

B. Patent No.(s)

Filing date: 05/14/97

Attorney Docket No. 96-0955

Additional numbers attached? [ ] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Angus C. Fox, III  
Fillmore, Belliston & Israelsen, LC  
3549 North University Avenue, Suite 250  
Provo, UT 84604

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

[ ] Previously submitted

[X] Enclosed

[ ] Authorized to be charged to deposit account

8. Deposit account number:

Attach duplicate of this page if paying by deposit account

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40.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Angus C. Fox, III

Name of Person Signing

Signature

18 May 1998

Date

Total number of pages comprising cover sheet: [1]

January 27, 1997

05/15/98 FRI 06:39 FAX 208 368 5606

Patent Dept.

002

PATENT  
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SEP. -17 97(WED) 14:46 HAWLEY TROXELL

Patent Dept.

TEL: 208-344-6505

P. 003

FROM CORPORATION TRUST-DOVER, DE 3026748340  
SEP. -17 97(WED) 12:15 HAWLEY TROXELL

(WED) 9.17.97 16:18/ST. 16:07/NO. 4260103994 P  
TEL: 208-344-6505 P. 003

**CERTIFICATE OF MERGER  
MERCING  
MICRON DISPLAY TECHNOLOGY, INC.,  
an Idaho corporation,  
WITH AND INTO  
MICRON TECHNOLOGY, INC.  
a Delaware corporation**

*In accordance with Section 252 of the  
General Corporation Law of Delaware*

The undersigned, Steven R. Appleton, President and Chief Executive Officer, and Roderic W. Lewis, Vice President - Legal Affairs, General Counsel and Corporate Secretary of Micron Technology, Inc., a Delaware corporation,

**DO HEREBY CERTIFY:**

1. The name and state of incorporation of each of the constituent corporations are Micron Technology, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), and Micron Display Technology, Inc., a corporation organized and existing under the laws of the State of Idaho ("MDT"). The authorized capital stock of MDT is 30,000,000 shares of common stock, par value \$0.10 per share.
2. An Agreement and Plan of Merger, dated as of August 29, 1997 (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with Section 252 of the Delaware General Corporation Law (the "DGCL").
3. The name of the surviving corporation (the "Surviving Corporation") in the merger is Micron Technology, Inc.
4. An executed copy of the Merger Agreement is on file at the principal place of business of the Surviving Corporation, as follows:  

Micron Technology, Inc.  
8000 South Federal Way  
Boise, Idaho 83704  
Attention: General Counsel
5. That a copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either of the constituent corporations.
6. The Merger shall become effective at 12:01 a.m., Mountain Time, on the date this Certificate of Merger is filed with the Secretary of State of the State of Delaware.

**CERTIFICATE OF MERGER - 1**

0-10-1078 (FORM 10/1/96) - C&A, 8/97

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Patent Dept.

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TEL: 208-344-6505

P. 004

FROM CORPORATION TRUST-DOVER, DE 3026748340  
SEP. -17' 97(WED) 12:13 HAWLEY TROXELL

(WED) 9. 17' 97 16:19/ST. 16:07/NO. 4260103994 P. 4  
TEL: 208-344-6505


P. 004

IN WITNESS WHEREOF, the undersigned have affirmed the statements herein as true and as the act and deed of Micron Technology Inc., under penalties of perjury, as of the 16th day of September, 1997.

MICRON TECHNOLOGY, INC.

By:   
Print Name: Steven K. Appleton  
Title: President and Chief Executive Officer

ATTEST:

By:   
Print Name: Roderic W. Lewis  
Title: Vice President - Legal Affairs, General Counsel and Corporate Secretary

CERTIFICATE OF MERGER - 2

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PATENT  
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# MICRON

## ASSIGNMENT OF INVENTIONS AND RIGHTS

In consideration of my employment or continued employment by, or contracting for my services with, MICRON TECHNOLOGY, INC., or any of its subsidiaries or affiliates (hereinafter the Micron entity by which I am employed or to which I provide services is referred to as "Micron"), and other good and valuable consideration:

A. **Assignment:** I hereby assign and agree to assign to Micron, or its designee, all of my right, title and interest in and to all inventions, discoveries, ideas, processes, works of authorship, mask works, drawings, logos, developments, concepts, and improvements, (hereinafter "Intellectual Property"), whether or not patentable, copyrightable, or subject to other forms of protection, made, created, developed, written, reduced to practice, or conceived by me, in whole or in part, either solely or jointly with others, during the period of time I am in the employ of or providing service to Micron, whether during or outside of regular working hours, either:

1. in the course of such employment;
2. with the aid, assistance, or use of Micron's resources, equipment, supplies, facilities or proprietary information;
3. as a result of or in connection with any work, services, or duties performed by me for Micron;
4. relating to the actual or anticipated business, research, or development of Micron; or
5. relating to the industry or trade of Micron.

B. **Works of Authorship:** I acknowledge that all works of authorship which are made by me, either solely or jointly with others, within the scope of and during the period of my employment with Micron or within the scope of and during the period I am providing service to Micron and which are protectible by copyright are "works made for hire," as that term is defined in the United States Copyright Act, and are owned by Micron by operation of law.

C. **Assistance:** I shall acknowledge and promptly deliver to Micron, without charge to Micron but at its expense, such written instruments and do such other acts, including the disclosure to Micron of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Micron shall deem necessary in order to apply for and obtain and to assign and convey to Micron, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to Intellectual Property, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto.

D. **Continuing Obligation:** I agree that if I transfer my employment or begin offering services to another Micron entity, this Agreement shall automatically be assigned to the benefit of such entity. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers without charge to Micron but at its expense shall continue after the termination of my employment or service to Micron.

E. **Power of Attorney:** If Micron is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue an application for any United States or foreign patents or copyright registrations covering Intellectual Property assigned to Micron as above, then I hereby irrevocably designate and appoint Micron and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

F. **Records:** I agree to keep and maintain adequate and current written records of all inventions, discoveries, ideas, processes, works of authorship, mask works, drawings, logos, developments, concepts, and improvements, made by me, either solely or jointly with others, during the term of my employment with or service to Micron. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Micron. The records will be available to and remain the sole property of Micron at all times.

G. **Return of Records:** I agree that, at the time of leaving the employ of Micron or at the time of ending my service to Micron, I will deliver to Micron (and will not keep in my possession, recreate or deliver to any third party) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with or service to Micron or otherwise belonging to Micron, its successors or assigns.

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(please print)

Micron ID #: \_\_\_\_\_

Date: \_\_\_\_\_

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# State of Idaho

## Department of State

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that I am the custodian of the corporation, limited partnership, limited liability company and limited liability partnership records of this State.

I FURTHER CERTIFY That the annexed is a full, true and complete transcript of articles of merger of MICRON DISPLAY TECHNOLOGY, INC., an Idaho corporation, into MICRON TECHNOLOGY, INC., a Delaware corporation, received and filed in this office on September 17, 1997, under file number C 99273, as appears of record in this office as of this date.

Dated: September 25, 1997



*Pete T. Cenarrusa*  
SECRETARY OF STATE

By *Alicia Hartline*

SEP 17 3 50 74 '97

**ARTICLES OF MERGER**  
**MERGING**  
**MICRON DISPLAY TECHNOLOGY, INC.,**  
*an Idaho corporation,*  
**WITH AND INTO**  
**MICRON TECHNOLOGY, INC.,**  
*a Delaware corporation*

*In accordance with Section 30-1-1105 of the  
Idaho Business Corporation Act*

Micron Technology, Inc., a Delaware corporation, DOES HEREBY CERTIFY as follows:

1. The Constituent corporations (the "Constituent Corporations") in the merger (the "Merger") are Micron Display Technology, Inc., an Idaho corporation ("MDT"), and Micron Technology, Inc., a Delaware corporation ("MTI").
2. A Plan of Merger dated as of August 29, 1997 (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with Section 30-1-1103 of the Idaho Business Corporation Act (the "IBCA"). The Merger Agreement is attached hereto as Exhibit A and is incorporated herein by this reference.
3. The shareholders of MTI, the surviving corporation in the Merger, were not required to approve the Merger pursuant to the provisions of the Delaware Business Corporation Law and the IBCA.
4. The number of shares of MDT outstanding and entitled to vote was 9,685,247 shares of Common Stock; the following shares voted for, voted against or did not vote or abstained from voting with respect to the Merger Agreement:

	<u>Voted</u>	<u>Against</u>	<u>No Vote Received or Vote Abstained</u>
<u>For</u>			
Common Stock . . . . .	(97.7%)	( 0 %)	( .2 %)

5. The Merger shall become effective at 12:01 a.m. on the date on which these Articles of Merger are filed with the Secretary of State of Idaho.

IDAHO SECRETARY OF STATE  
**09/18/1997 09:00**  
CR: 40191 CT: 20522 BH: 39446

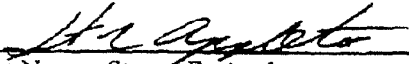
1 @ 30.00 = 30.00 MERGER  
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C99273



IN WITNESS WHEREOF, Micron Technology, Inc. has caused these Articles of Merger to be executed by its duly authorized officers this 16th day of September, 1997.

MICRON TECHNOLOGY, INC.

By:   
Print Name: Steven R. Appleton  
Title: President and Chief Executive Officer

ATTEST:

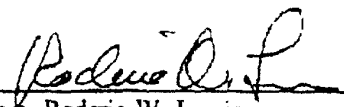
By:   
Print Name: Roderic W. Lewis  
Title: Vice President - Legal Affairs, General Counsel and Corporate Secretary

EXHIBIT A  
(To Articles of Merger)

**PLAN OF MERGER**

THIS PLAN OF MERGER (this "Agreement") is entered into this 29th day of August, 1997, by and between MICRON TECHNOLOGY, INC., a Delaware corporation ("MTI"), and MICRON DISPLAY TECHNOLOGY, INC., an Idaho corporation ("MDT"). MTI and MDT are sometimes referred to jointly as the "Constituent Corporations."

WHEREAS, the Boards of Directors of each of the Constituent Corporations have deemed it advisable for the mutual benefit of the Constituent Corporations and their respective shareholders that MDT be merged with and into MTI, pursuant to the provisions of the Idaho Business Corporation Act and the Delaware General Corporation Law (the "Merger").

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and subject to the terms and conditions of this Agreement, MTI and MDT hereby agree as follows:

ARTICLE I  
THE MERGER

1.1 *The Merger.* Subject to the terms and conditions of this Agreement, in accordance with Part 11 of the Idaho Business Corporation Act (the "IBCA") and Title 8 of the Delaware General Corporation Law (the "DGCL"), at the Effective Time (as defined in Section 1.2 hereof), MDT shall be merged with and into MTI. At the Effective Time, (i) the separate corporate existence of MDT shall cease and (ii) MTI shall continue as the surviving corporation in the Merger (the "Surviving Corporation") and shall continue its existence under the laws of the State of Delaware. As a result of the Merger, the outstanding shares of capital stock of MDT shall be converted or cancelled in the manner provided in Article 2 hereof.

1.2 *Effective Time of the Merger.* At the closing of the transactions contemplated herein, (a) a Certificate of Merger shall be executed by MTI and filed with the Secretary of State of the State of Delaware pursuant to Section 252 of the DGCL, and (b) Articles of Merger shall be executed by MTI and filed with the Secretary of State of the State of Idaho, pursuant to Section 30-1-1105 of the IBCA. The "Effective Time" of the Merger shall be, and such term as used herein shall mean, 12:01 a.m., Mountain Time, on the later of the date of issuance of the Certificate of Merger or Articles of Merger by the Delaware or Idaho Secretary of State, respectively.

1.3 *Certificate of Incorporation and Bylaws of the Surviving Corporation.* At the Effective Time, (i) the Certificate of Incorporation of MTI as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended as provided by law and such Certificate of Incorporation, and (ii) the By-laws of MTI as in effect immediately prior to the Effective Time shall be the By-laws of the Surviving Corporation until thereafter amended as provided by law, the Certificate of Incorporation of the Surviving Corporation and such Bylaws.

1.4 *Directors and Officers of the Surviving Corporation.* The directors and officers of MTI immediately prior to the Effective Time shall, from and after the Effective Time, be the directors and officers, respectively, of the Surviving Corporation until their successors shall have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Certificate of Incorporation and By-laws and any written agreements between MTI and such officers and directors.

1.5 *Effects of the Merger.* At and after the Effective Time, the Merger shall have the effects set forth in the DGCL and the IBCA.

1.6 *Further Assurances.* Each party hereto will, either prior to or after the Effective Time, execute such further documents, instruments, deeds, bills of sale, assignments and assurances and take such further actions as may reasonably be requested by one or more of the parties to consummate the Merger, to vest the Surviving Corporation with full title to all assets, properties, privileges, rights, approvals, immunities and franchises of either of the Constituent Corporations or to effect the other purposes of this Agreement.

## ARTICLE 2 CONVERSION OF SHARES

2.1 *Conversion of Shares.* At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of common stock, par value \$.10 per share, of MDT ("MDT Common Stock") then issued and outstanding (other than shares of MDT Common Stock owned by MTI or any subsidiary of MTI or shares held in the treasury of MDT, all of which shall be cancelled, and Dissenting Shares, as hereinafter defined, if applicable), shall be converted into the right to receive cash consideration in the amount of Eighteen and No/100 Dollars (\$18.00) per share (the "Merger Consideration").

2.2 *Surrender of Certificates.* Each holder of record of outstanding shares of MDT Common Stock will be entitled to payment of the cash Merger Consideration set forth in Section 2.1 above, only after the following documents are returned to MTI after the Effective Time: (i) a duly executed letter of transmittal, (ii) a duly executed stock power, (iii) the share certificates representing the shareholder's MDT Common Stock (the "Share Certificates") and (iv) such other documents as MTI may reasonably require. If the MDT shareholder has a debt owing to MTI for funds used to purchase the shareholder's MDT Common Stock, then the principal amount



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TEL:208-344-8585

P.033

permitted by applicable law; provided, however, there may not be, without further approval of the shareholders of MDT, any amendment of this Agreement which reduces the Per Share Purchase Price.

4.3 *Counterparts.* In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

4.4 *Applicable Law.* This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, Micron Technology, Inc. and Micron Display Technology, Inc. have caused this Plan of Merger to be executed by their duly authorized officers as of the day and year first above written.

MICRON TECHNOLOGY, INC.

MICRON DISPLAY TECHNOLOGY, INC.

By: *Steven R. Appleton*  
Print Name: Steven R. Appleton  
Title: President and Chief Executive Officer

By: *David A. Cahoy, Jr.*  
Print Name: David A. Cahoy, Jr.  
Title: President and Chief Executive Officer

Attest:

Attest:

*Roderic W. Lewis*  
Roderic W. Lewis, Vice President - Legal  
Affairs, General Counsel and Corporate  
Secretary

*Jaël M. Frendt*  
Jaël M. Frendt, Secretary

MICRON DISPLAY TECHNOLOGY INC.

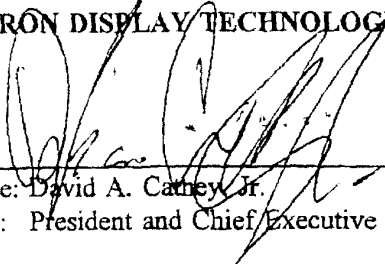
CLOSING CERTIFICATE

This Closing Certificate (the "Certificate") is delivered pursuant to *Section 6.2(b)* of that certain Agreement and Plan of Merger (the "Merger Agreement") dated August 29, 1997, by and between MICRON TECHNOLOGY, INC., a Delaware corporation ("MTI"), and MICRON DISPLAY TECHNOLOGY, INC., an Idaho corporation ("MDT"). Capitalized terms not specifically defined herein shall have the meanings set forth in the Merger Agreement. MDT hereby certifies, represents and warrants to MTI as follows:

1. Representations. The representations and warranties made by MDT in the Merger Agreement are true and correct in all material respects as of the date hereof, except as affected by the transactions contemplated by the Merger Agreement.
2. Covenants. MDT in all respects has performed or complied with each covenant and agreement to be performed by it on or prior to the Closing Date under the Merger Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Certificate to be duly executed by an authorized officer as of the 16<sup>th</sup> day of September, 1997.

MICRON DISPLAY TECHNOLOGY, INC.

By:   
 Name: David A. Carney, Jr.  
 Title: President and Chief Executive Officer

## MICRON TECHNOLOGY INC.

CLOSING CERTIFICATE

This Closing Certificate (the "Certificate") is delivered pursuant to *Section 6.3(a)* of that certain Agreement and Plan of Merger (the "Merger Agreement") dated August 29, 1997, by and between MICRON TECHNOLOGY, INC., a Delaware corporation ("MTI"), and MICRON DISPLAY TECHNOLOGY, INC., an Idaho corporation ("MDT"). Capitalized terms not specifically defined herein shall have the meanings set forth in the Merger Agreement. MTI hereby certifies, represents and warrants to MDT as follows:

1. Representations. The representations and warranties made by MTI in the Merger Agreement are true and correct in all material respects as of the date hereof, except as affected by the transactions contemplated by the Merger Agreement.
2. Covenants. MTI in all respects has performed or complied with each covenant and agreement to be performed by it on or prior to the Closing Date under the Merger Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Certificate to be duly executed by an authorized officer as of the 16<sup>th</sup> day of September, 1997.

MICRON TECHNOLOGY, INC.

By: 

Name: Steven R. Appleton.

Title: President and Chief Executive Officer

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TEL: 208-344-6505

P. 009

**EXECUTION COPY****AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (together with the Exhibits hereto, this "Agreement"), dated as of August 29, 1997, is made and entered into by and between MICRON TECHNOLOGY, INC., a Delaware corporation ("MTI") and MICRON DISPLAY TECHNOLOGY, INC., an Idaho corporation ("MDT").

**RECITALS**

- A. The Boards of Directors of MTI and MDT have each determined that it is advisable and in the best interests of their respective companies and their stockholders to consummate, and have approved, the business combination transaction provided for herein in which MDT would merge with and into MTI, so that MTI is the surviving corporation in the merger (the "Merger").
- B. The parties desire to make certain representations, warranties and agreements in connection with the Merger and also to prescribe certain conditions to the Merger.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing Recitals and of the mutual covenants and agreements herein set forth, the parties hereby covenant and agree as follows:

**ARTICLE 1 - THE MERGER**

1.1 The Merger. Subject to the terms and conditions of this Agreement, in accordance with the relevant provisions of the Delaware General Corporation Law (the "DGCL") and the Idaho Business Corporation Act (the "IBCA"), at the Effective Time (as defined in *Section 1.3* hereof), MDT shall be merged with and into MTI. At the Effective Time, (i) the separate corporate existence of MDT shall cease and (ii) MTI shall continue as the Surviving Corporation in the Merger (the "Surviving Corporation") and shall continue its existence under the laws of the State of Delaware. MTI and MDT are sometimes referred to herein as the "Constituent Corporations." As a result of the Merger, the outstanding shares of capital stock of MDT shall be converted or cancelled in the manner provided in *Article 2* hereof.

1.2 Closing. Unless this Agreement shall have been terminated and the transactions herein contemplated shall have been abandoned pursuant to *Section 7.1* hereof, and subject to the satisfaction or waiver (where applicable) of the conditions set forth in *Article 6* hereof, the closing of the Merger (the "Closing") will take place at the offices of Hawley Troxell Ennis &

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Hawley, LLP, 877 Main Street, Suite 1000, Boise, Idaho, at 10:00 a.m., local time, on the first business day following satisfaction of the conditions set forth in *Section 6.1(a)*, unless another date, time or place is agreed to in writing by the parties hereto (the "**Closing Date**"). At the Closing, there shall be delivered to MTI and MDT the certificates and other documents and instruments required to be delivered under *Article 6* hereof.

1.3 Effective Time. On the Closing Date, (i) a Certificate of Merger, in the form attached as Exhibit A-1 hereto ("Certificate"), shall be executed by the Constituent Corporations in accordance with the relevant provisions of the DGCL, and thereafter delivered for filing to the Delaware Secretary of State and (ii) Articles of Merger, in the form attached as Exhibit A-2 hereto, ("Articles"), shall be executed by the Surviving Corporation in accordance with the relevant provisions of the IBCA, and thereafter delivered for filing to the Idaho Secretary of State. The Merger shall become effective as of 12:01 a.m. Mountain Time on the later date of issuance of the Certificate and Articles by the Idaho or Delaware Secretary of State (the time the Merger becomes effective being the "**Effective Time**").

1.4 Plan of Merger. Concurrently with the execution and delivery of this Agreement, the parties hereto shall execute and deliver a plan of merger ("**Plan of Merger**"), in the form attached as Exhibit B hereto, setting forth such matters as are required by Section 30-1-1101 of the IBCA.

1.5 Articles and Bylaws of the Surviving Corporation. At the Effective Time, (i) the Certificate of Incorporation of MTI as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended as provided by law and such Certificate of Incorporation, and (ii) the By-laws of MTI as in effect immediately prior to the Effective Time shall be the By-laws of the Surviving Corporation until thereafter amended as provided by law, the Certificate of Incorporation of the Surviving Corporation and such Bylaws.

1.6 Directors and Officers of the Surviving Corporation. The directors and officers of MTI immediately prior to the Effective Time shall, from and after the Effective Time, be the directors and officers, respectively, of the Surviving Corporation until their successors shall have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Certificate of Incorporation and By-laws and any written agreements between MTI and such officers and directors.

1.7 Effects of the Merger. At and after the Effective Time, the Merger shall have the effects set forth in the DGCL and the IBCA.

1.8 Further Assurances. Each party hereto will, either prior to or after the Effective Time, execute such further documents, instruments, deeds, bills of sale, assignments and assurances and take such further actions as may reasonably be requested by one or more of the others to consummate the Merger, to vest the Surviving Corporation with full title to all assets,

properties, privileges, rights, approvals, immunities and franchises of either of the Constituent Corporations or to effect the other purposes of this Agreement.

## ARTICLE 2 - CONVERSION OF SHARES

2.1 Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of common stock, par value \$.10 per share, of MDT ("MDT Common Stock") then issued and outstanding (other than shares of MDT Common Stock owned by MTI or any subsidiary of MTI or shares held in the treasury of MDT, all of which shall be cancelled, and Dissenting Shares, as hereinafter defined, if applicable), shall be converted into the right to receive cash consideration in the amount of Eighteen and No/100 Dollars (\$18.00) per share (the "Merger Consideration").

2.2 Surrender of Certificates. Each holder of record of outstanding shares of MDT Common Stock will be entitled to payment of the cash Merger Consideration set forth in Section 2.1 above, only after the following documents are returned to MTI after the Effective Time: (i) a duly executed letter of transmittal, (ii) a duly executed stock power, (iii) the share certificates representing the shareholder's MDT Common Stock (the "Share Certificates") and (iv) such other documents as MTI may reasonably require. If the MDT shareholder has a debt owing to MTI for funds used to purchase the shareholder's MDT Common Stock, then the principal amount owed, together with interest calculated as of the Effective Time, will be deducted from the Merger Consideration paid to such shareholder. Surrendered Share Certificates shall be immediately cancelled. In no event shall the holder of any Share Certificate be entitled to receive interest on any funds to be received in the Merger. In the event of a transfer of ownership of MDT Common Stock which is not registered in the transfer records of MDT, cash representing that number of shares of MDT Common Stock may be issued to a transferee if the above procedures are complied with and if all documents required to evidence that the terms of any applicable stock purchase agreement and related paperwork have been complied with and any applicable transfer taxes have been paid.

2.3 Closing Stock Transfer Books. As of the Effective Time, it shall be deemed that the stock transfer books of MDT applicable to MDT Common Stock are closed and no transfer of shares of MDT Common Stock on such books shall thereafter be made.

## ARTICLE 3 - DISSENTING SHARES

3.1 Dissenting Shares. If required by the IBCA and notwithstanding anything in this Agreement to the contrary, shares of MDT Common Stock which are issued and outstanding immediately prior to the Effective Time and which are held by MDT stockholders who have not voted such shares in favor of the adoption of this Agreement and approval of the Merger and who shall have delivered a written objection to the Merger in the manner provided in the IBCA (the "Dissenting Shares"), shall not be converted into the right to receive the Merger Consideration provided in Section 2.1 hereof, unless and until such holders shall have failed to

perfect in the manner provided in the IBCA or shall have effectively withdrawn or lost their rights to appraisal and payment under the IBCA. If any such holder shall have so failed to perfect or shall have effectively withdrawn or lost such right, such holder's shares shall thereupon be deemed to have been converted into the right to receive, as of the Effective Time, the cash Merger Consideration provided in *Section 2.1* hereof, without any interest thereon. Any payment for Dissenting Shares will be made by the Surviving Corporation. MDT will not settle or compromise any claims for dissenters' rights in respect to the Merger prior to the Effective Time without the prior written consent of MTI.

#### ARTICLE 4 - REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of MTI. MTI represents and warrants to MDT as follows:

(a) *Organization, Standing and Power.* MTI: (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, (ii) has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted, and (iii) is duly qualified and in good standing to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification necessary other than in such jurisdictions where the failure so to qualify would not, either individually or in the aggregate, have a material adverse effect on MTI. As used in this Agreement, (i) any reference to any event, change or effect being "material" with respect to any entity means an event, change or effect which is material in relation to the condition (financial or otherwise), properties, assets, liabilities, businesses or results of operations of such entity and its subsidiaries taken as a whole; and (ii) the term "material adverse effect" means, with respect to any entity, a material adverse effect on the condition (financial or otherwise), properties, assets, liabilities, businesses or results of operations of such entity and its subsidiaries taken as a whole or on the ability of such entity to perform its obligations hereunder on a timely basis.

(b) *Authority.* (i) MTI has all requisite corporate power and authority to enter into this Agreement and the other documents and agreements referenced herein and related hereto and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the other documents and agreements referenced herein and related hereto and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of MTI. This Agreement has been duly executed by MTI and constitutes a valid and binding obligation of MTI, enforceable in accordance with its terms. The Certificate and Articles (as referenced in *Section 1.3* hereof), and the Plan of Merger (referenced in *Section 1.4* hereof), when duly executed by MTI will constitute a valid and binding obligation of MTI enforceable in accordance with its terms.

(ii) The execution and delivery of this Agreement and the other documents and agreements referenced herein and related hereto do not or will not, as the case

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may be, and the consummation of the transactions contemplated hereby and thereby will not, conflict with, or result in any violation of, or constitute a default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or the loss of a material benefit under, or the creation of a lien, pledge, security interest, charge or other encumbrance on any assets (any such conflict, violation, default, right of termination, cancellation or acceleration, loss or creation, a "Violation") pursuant to, any provision of the Certificate of Incorporation of or By-laws of MTI or, except as disclosed in writing to the other party prior to the date hereof and subject to obtaining or making the consents, approvals, orders, authorizations, declarations and filings referred to in paragraph (iii) below, result in any Violation of any loan or credit agreement, note, mortgage, indenture, lease, or other agreement, obligation, instrument, permit, concession, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to MTI or its properties or assets, which Violation, individually or in the aggregate, would have a material adverse effect on MTI.

(iii) No consent, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign (a "Governmental Entity"), is required by or with respect to MTI in connection with the execution and delivery of this Agreement and the other documents and agreements referenced herein and related hereto by MTI or the consummation of the transactions contemplated hereby and thereby, which the failure to make or obtain would have a material adverse effect on MTI, except for the filing of the Certificate and Articles with the Delaware and Idaho Secretaries of State, respectively.

(c) *Information Supplied.* None of the information supplied or to be supplied by MTI with respect to MTI for inclusion or incorporation by reference in the proxy statement to be delivered to stockholders of MDT at the MDT Stockholders' Meeting (as required by Section 5.1 hereof) will, at the date of its mailing, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

#### 4.2 Representations and Warranties of MDT.

(a) *Organization, Standing and Power.* MDT: (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Idaho, (ii) has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted, and (iii) is duly qualified and in good standing to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification necessary other than in such jurisdictions where the failure so to qualify would not, either individually or in the aggregate, have a material adverse effect on MDT. The copies of the Articles of Incorporation and By-laws of MDT, which were

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previously furnished to MTI, are true, complete and correct copies of such documents as in effect on the date of this Agreement.

(b) *Capital Structure of MDT.* The authorized capital stock of MDT consists of 30,000,000 shares of MDT Common Stock. As of the date hereof, there were 9,685,247 shares of MDT Common Stock outstanding. All of the issued and outstanding shares of MDT Common Stock have been duly authorized and validly issued and are fully paid, nonassessable and free of preemptive rights. There are no other shares of capital stock of MDT are issued or outstanding and there are no outstanding subscriptions, options, rights, warrants, convertible securities or other agreements or calls, demands or commitments obligating MDT to issue, transfer or purchase any shares of its capital stock.

(c) *Investments.* MDT does not own, directly or indirectly, any stock or other equity securities of any corporation or entity, or have any direct or indirect equity or ownership interest in any person, firm, partnership, corporation, venture or business other than the business conducted by MDT.

(d) *Authority.* (i) MDT has all requisite corporate power and authority to enter into this Agreement and the other documents and agreements referenced herein and related hereto (as applicable) and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the other documents and agreements referenced herein and related hereto and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of MDT. This Agreement has been duly executed by MDT and constitutes a valid and binding obligation of MDT, enforceable in accordance with its terms. The Plan of Merger (referenced in *Section 1.4* hereof), when duly executed by MDT will constitute a valid and binding obligation of MDT enforceable in accordance with its terms.

(ii) The execution and delivery of this Agreement and the other documents and agreements referenced herein and related hereto do not or will not, as the case may be, and the consummation of the transactions contemplated hereby and thereby will not, conflict with, or result in any Violation of any provision of the Articles of Incorporation or Bylaws of MDT or, except as disclosed in writing to MTI prior to the date hereof and subject to obtaining or making the consents, approvals, orders, authorizations, declarations and filings referred to in paragraph (iii) below, result in any Violation of any loan or credit agreement, note, mortgage, indenture, lease, or other agreement, obligation, instrument, permit, concession, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to MDT or its properties or assets, which Violation, individually or in the aggregate, would have a material adverse effect on MDT.

(iii) No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required by or with respect to MDT or any subsidiary of MDT in connection with the execution and delivery of this

Agreement and the other documents and agreements referenced herein and related hereto by MDT or the consummation of the transactions contemplated hereby and thereby, which the failure to make or obtain would have a material adverse effect on MDT, except the filing of the Certificate and Articles of Merger with the Delaware and Idaho Secretaries of State.

(e) *Information Supplied.* None of the information supplied or to be supplied by MDT for inclusion or incorporation by reference in the proxy statement to be delivered to stockholders of MDT at the MDT Stockholders' Meeting will, at the date of its mailing, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(f) *Vote Required.* Except as otherwise provided in Section 6.1(a) hereof, the affirmative vote of the holders of a majority of the outstanding shares of MDT Common Stock is the only vote of the holders of any class or series of MDT capital stock necessary to approve this Agreement and the transactions contemplated hereby.

(g) *Disclosure to MDT Stockholders.* MDT has, or prior to the date of the MDT Stockholders' Meeting will have, provided to all holders of shares of capital stock of MDT (the "MDT Stockholders") a full and fair description of all material terms and conditions of the Merger and all other material transactions contemplated by this Agreement, and has made available to each MDT Stockholder (a) upon request, a true and complete copies of this Agreement and all of the Exhibits hereto, and (b) a true and complete copy of Part 13 of the IBCA (relating to rights of dissenters in a Merger under the IBCA); and each MDT Stockholder has had a full and fair opportunity to keep a copy of such reports and documents and review same to his, her or its satisfaction.

#### ARTICLE 5 - ADDITIONAL AGREEMENTS

5.1 Stockholder Approval. MDT shall duly call, give notice of, convene and hold a meeting of its stockholders (the "MDT Stockholders' Meeting") to be held as soon as practicable following the date hereof for the purpose of obtaining the requisite stockholder approval required in connection with this Agreement and the Merger. Subject to the provisions of the next sentence, MDT shall, through its Board of Directors, recommend to its stockholders approval of such matters. The Board of Directors of MDT may fail to make such recommendation, or withdraw, modify or change any such recommendation in a manner adverse to MTI, if such Board of Directors, after having consulted with and considered the advice of outside counsel, has reasonably determined in good faith that the making of such recommendation, or the failure to withdraw, modify or change its recommendation would constitute a breach of the fiduciary duties of the members of the MDT Board of Directors under applicable law.

5.2 Confidentiality. Notwithstanding anything to the contrary contained in this Agreement, and subject only to any disclosure requirements which may be imposed upon MTI or MDT under applicable state or Federal securities laws or the rules and regulations of the New York Stock Exchange (the "NYSE"), it is expressly understood and agreed by MTI and MDT that unless the Merger is consummated (i) this Agreement, the Exhibits hereto, and the conversations, negotiations and transactions relating hereto and/or contemplated hereby, and (ii) all financial information, business records and other non-public information concerning MTI or MDT which the other party or its Representatives has received or may hereafter receive from MTI or MDT in connection with this Agreement and the transactions contemplated hereby, shall be maintained in the strictest confidence by MTI, MDT and their Representatives, as applicable, and shall not be disclosed to any person that is not associated or affiliated with MTI or MDT, without the prior written approval of MTI or MDT, as applicable. For purposes of this Agreement, "Representatives" shall mean a party's officers, directors and employees of a party, and any investment banker, financial advisor, attorney, accountant or other representative or agent retained by a party.

5.3 Conduct of Business in Normal Course. Until the Effective Time, MDT shall carry on its business activities in substantially the same manner as heretofore conducted, and shall not make or institute any methods of service, sale, purchase, lease, management, accounting or operation that vary materially from those methods used by MDT as of the date hereof or are unusual or novel to MDT, without in each instance obtaining the prior written consent of MTI. In addition to the foregoing, MDT shall, without making or incurring any unusual commitments or expenditures, preserve its business organization intact, and preserve its present relationships with referral sources, clients, customers, suppliers and others having business relationships with it.

5.4 Additional Covenants Relating to MDT's Business. Until the Effective Time, MDT shall not, without the prior written consent of MTI: (a) amend its Articles of Incorporation or Bylaws; (b) issue any shares of MDT's capital stock; or (c) issue or create any warrants, obligations, subscriptions, options, convertible securities or other commitments under which any additional shares of MDT's capital stock might be directly or indirectly issued.

5.5 Additional Agreements and Instruments. On or before the Closing Date, MTI and MDT shall execute, deliver and file the certificate and articles of merger and all exhibits, agreements, certificates, instruments and other documents, not inconsistent with the provisions of this Agreement, which, in the opinion of counsel to the parties hereto, shall reasonably be required to be executed, delivered and filed in order to consummate the Merger and the other transactions contemplated by this Agreement.

5.6 Non-Interference. Neither MTI nor MDT shall cause to occur any act, event or condition which would cause any of their respective representations and warranties made in this Agreement to be or become untrue or incorrect in any material respect as of the Closing Date,

or would interfere with, frustrate or render unreasonably expensive the satisfaction by the other party or parties of any of the conditions precedent set forth in *Article 6* below.

5.7 Advice of Changes. MTI and MDT shall promptly advise the other party of any change or event which, individually or in the aggregate with other changes or events, has a material adverse effect on it or which it believes would or would be reasonably likely to cause or constitute a material breach of any of its representations, warranties or covenants contained herein.

#### ARTICLE 6 - CONDITIONS PRECEDENT

6.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligation of each party to effect the Merger shall be subject to the satisfaction prior to the Closing Date of the following conditions:

(a) MDT Stockholder Approval. This Agreement shall have been approved and adopted by the affirmative vote of the holders of a majority of the outstanding shares of MDT Common Stock not held beneficially or otherwise by MTI.

(b) Other Approvals. Other than the filing provided for by *Section 1.3* of this Agreement, all authorizations, consents, orders or approvals of, or declarations or filings with, any Governmental Entity (all the foregoing, "Consents") which are necessary for the consummation of the Merger, other than immaterial Consents the failure of which to obtain would have no material adverse effect on the consummation of the Merger or the Surviving Corporation, shall have been filed, have occurred or been obtained (all such permits, approvals, filings and consents being referred to as the "Requisite Regulatory Approvals") and all such Requisite Regulatory Approvals shall be in full force and effect.

(c) No Injunctions or Restraints; Illegality. No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition (an "Injunction") preventing the consummation of the Merger shall be in effect and there shall not be any action taken, or any statute, rule, regulation or order enacted, entered, enforced or deemed applicable to the Merger, by any Federal or state Governmental Entity which makes the consummation of the Merger illegal.

6.2 Conditions to Obligations of MTI. The obligation of MTI to effect the Merger is subject to the following conditions unless waived by MTI:

(a) Accuracy of Representations and Warranties. The representations and warranties of MDT set forth in this Agreement shall be true and correct as of the date of this Agreement and (except to the extent such representations speak as of an earlier date) as of the Closing Date as though made on and as of the Closing Date, subject to such exceptions as do not have, and would not reasonably be expected to have, individually or in the aggregate, a



material adverse effect on MDT or the Surviving Corporation following the Effective Time, and MTI shall have received a certificate signed on behalf of MDT by its President to such effect.

(b) *Performance of Obligations of MDT.* MDT shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date, and MTI shall have received a certificate signed on behalf of MDT by its President to such effect.

(c) *Consents Under Agreements.* MDT shall have obtained the consent or approval of each person (other than the Governmental Entities referred to in *Section 6.1(b)* hereof) whose consent or approval shall be required in connection with the transactions contemplated hereby under any loan or credit agreement, note, mortgage, indenture, lease, license or other agreement or instrument, except those for which failure to obtain such consents and approvals would not, individually or in the aggregate, have a material adverse effect, after the Effective Time, on the Surviving Corporation.

(d) *Opinion of Counsel.* MTI shall have received the favorable opinion of Hawley Troxell Ennis & Hawley LLP, counsel to MDT, as to such matters incident to the transactions contemplated hereby as may reasonably be requested by MTI and its counsel.

6.3 Conditions to Obligations of MDT. The obligation of MDT to effect the Merger is subject to the following conditions unless waived in writing by MDT:

(a) *Accuracy of Representations and Warranties.* The representations and warranties of MTI set forth in this Agreement shall be true and correct as of the date of this Agreement and (except to the extent such representations speak as of an earlier date) as of the Closing Date as though made on and as of the Closing Date, subject to such exceptions as do not have, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on MTI following the Effective Time, and MTI shall have received a certificate signed on behalf of MTI by an appropriate officer to such effect.

(b) *Performance of Obligations of MTI.* MTI shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date, and MDT shall have received a certificate signed on behalf of MTI by an appropriate officer to such effect.

(c) *Consents Under Agreements.* MTI shall have obtained the consent or approval of each person (other than the Governmental Entities referred to in *Section 6.1(b)* hereof) whose consent or approval shall be required in connection with the transactions contemplated hereby under any loan or credit agreement, note, mortgage, indenture, lease, license or other agreement or instrument, except those for which failure to obtain such consents and approvals would not, individually or in the aggregate, have a material adverse effect, after the Effective Time, on MTI.

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(d) *Opinion of Counsel.* MDT shall have received the favorable opinion of Roderic W. Lewis, general counsel to MTI, as to such matters incident to the transactions contemplated hereby as may reasonably be requested by MDT and its counsel.

(e) *Opinion of Financial Advisor.* MDT shall have received the written opinion of Houlihan Lokey Howard & Zukin ("Houlihan Lokey"), dated as of the date hereof, to the effect that, from a financial point of view, the Merger Consideration is fair to the stockholders of MDT, and such opinion shall not have been withdrawn.

#### ARTICLE 7 - TERMINATION AND AMENDMENT

7.1 Termination. This Agreement may be terminated at any time prior to the Effective Time, by action taken or authorized by the Board of Directors of the terminating party or parties, whether before or after approval of the matters presented in connection with the Merger by the stockholders of MDT:

- (a) by mutual consent of MTI and MDT in a written instrument;
- (b) by either MTI or MDT upon written notice to the other party if (i) any Governmental Entity which must grant a Requisite Regulatory Approval has denied approval of the Merger and such denial has become final and nonappealable or (ii) any Governmental Entity of competent jurisdiction shall have issued a final nonappealable order enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement;
- (c) by either MTI or MDT upon written notice to the other party if the condition set forth in *Section 6.1(a)* shall not have been satisfied on or before November 30, 1997;
- (d) by either MTI or MDT upon written notice to the other party (provided that the terminating party is not then in material breach of any representation, warranty, covenant or other agreement contained herein) if the other party shall have breached (i) any of the covenants or agreements made by such other party herein or (ii) any of the representations or warranties made by such other party herein, and in either case, such breach (x) is not cured within thirty (30) days following written notice to the party committing such breach, or which breach, by its nature, cannot be cured prior to the Closing and (y) would have, or would be reasonably expected to have, individually or in the aggregate, a material adverse effect on the breaching party or the Surviving Corporation following the Effective Time;
- (d) by MTI upon written notice to MDT, if the Board of Directors of MDT shall have withdrawn, modified or changed in a manner adverse to MTI its approval or recommendation of this Agreement and the transactions contemplated hereby; or

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(e) by either MTI or MDT upon written notice to the other party if the Merger shall not have been consummated on or before November 30, 1997, unless the failure of the Closing to occur by such date shall be due to the failure of the party seeking to terminate this Agreement to perform or observe the covenants and agreements of such party set forth herein.

7.2 Effect of Termination. In the event of termination of this Agreement by either MTI or MDT as provided in *Section 7.1* above, this Agreement shall forthwith become void and have no effect, and none of MTI, MDT or any of their respective officers or directors shall have any liability of any nature whatsoever hereunder, or in connection with the transactions contemplated hereby, except that (i) *Sections 5.2, 7.2 and 9.10* shall survive any termination of this Agreement and (ii) notwithstanding anything in the contrary contained in this Agreement, neither MTI nor MDT shall be relieved or released from any liabilities or damages arising out of its willful breach of any provision of this Agreement.

7.3 Amendment. Subject to compliance with applicable law, this Agreement may be amended by the parties hereto, by action taken or authorized by their respective Boards of Directors, at any time before or after approval of the matters presented in connection with the Merger by the MDT Stockholders; *provided, however,* that after any approval of the transactions contemplated by this Agreement by the MDT Stockholders, there may not be, without further approval of such stockholders, any amendment of this Agreement which reduces the amount or changes the form of the Merger Consideration to be delivered to the MDT Stockholders hereunder other than as contemplated by this Agreement. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

7.4 Extension; Waiver. At any time prior to the Effective Time, the parties hereto, by action taken or authorized by their respective Boards of Directors may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such party, but such extension or waiver or failure to insist on strict compliance with an obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

#### ARTICLE 8 - INDEMNIFICATION

8.1 Indemnification. In the event of any threatened or actual claim, action, suit, proceeding or investigation, whether civil, criminal or administrative, including, without limitation, any such claim, action, suit, proceeding or investigation in which any person who is now, or has been at any time prior to the date of this Agreement, or who becomes prior to the Effective Time, a director, officer or employee of MDT (the "Indemnified Parties") is, or is

threatened to be, made a party based in whole or in part on, or arising in whole or in part out of, or pertaining to (i) the fact that he is or was a director, officer or employee of MDT or was prior to the Effective Time serving at the request of any such party as a director, officer, employee, fiduciary or agent of another corporation, partnership, trust or other enterprise, (ii) this Agreement or any of the transactions contemplated hereby and all actions taken by an Indemnified Party in connection therewith, whether in any case asserted or arising before the Effective Time, the parties hereto agree to cooperate and use their best efforts to defend against and respond thereto. It is understood and agreed that after the Effective Time, MTI shall indemnify and hold harmless, as and to the fullest extent permitted by law, each such Indemnified Party against any losses, claims, damages, liabilities, costs, expenses (including reasonable attorneys' fees and expenses in advance of the final disposition of any claim, suit, proceeding or investigation to each Indemnified Party to the fullest extent permitted by law upon receipt of an undertaking from such Indemnified Party to repay such advanced expenses if it is finally and unappealably determined that such Indemnified Party was not entitled to indemnification hereunder), judgments, fines and amounts paid in settlement in connection with any such threatened or actual claim, action, suit, proceeding or investigation.

8.2 Indemnification Procedures. In the event that indemnification is required pursuant to the provisions of *Section 8.1* above, the Indemnified Parties may retain counsel reasonably satisfactory to them after consultation with MTI; *provided, however*, that (a) MTI shall have the right to assume the defense thereof and upon such assumption MTI shall not be liable to any Indemnified Party for any legal expenses of other counsel or any other expenses subsequently incurred by any Indemnified Party in connection with the defense thereof, except that if MTI elects not to assume such defense or counsel for the Indemnified Parties reasonably advises the Indemnified Parties that there are nor may be (whether or not any have yet actually arisen) issues which raise conflicts of interest between MTI and the Indemnified Parties, the Indemnified Parties may retain counsel reasonably satisfactory to them, and MTI shall pay the reasonable expenses and fees of such counsel for the Indemnified Parties, (b) MTI shall be obligated pursuant to this Section to pay for only one firm of counsel for all Indemnified Parties, (c) MTI shall not be liable for any settlement effected without its prior written consent (which consent shall not be unreasonably withheld) and (d) MTI shall have no obligation hereunder to any Indemnified Party when and if a court of competent jurisdiction shall ultimately determine, and such determination shall have become final and nonappealable, that indemnification of such Indemnified Party in the manner contemplated hereby is prohibited by applicable law. Any Indemnified Party wishing to claim indemnification under this *Article 8*, upon learning of any such claim, action, suit, proceeding or investigation, shall notify MTI thereof, provided that the failure to so notify shall not affect the obligations of MTI under this *Article 8* except (and only) to the extent that such failure to notify materially prejudices MTI. MTI's obligations under this *Article 8* shall continue in full force and effect for a period of six (6) years from the Effective Time; *provided, however*, that all rights to indemnification in respect of any claim (a "Claim") asserted or made within such period shall continue until the final disposition of such Claim.

8.3 Third Party Beneficiaries. The provisions of this *Article 8* are intended to be for the benefit of, and shall be enforceable by, each Indemnified Party and his or her heirs and representatives.

#### ARTICLE 9 - MISCELLANEOUS

9.1 Nonsurvival of Representations, Warranties and Agreements. None of the representations, warranties, covenants and agreements in this Agreement or in any instrument delivered pursuant to this Agreement (other than the Termination Agreements, which shall terminate in accordance with their terms), including any rights arising out of any breach of such representations, warranties, covenants, and agreements, shall survive the Effective Time, except for those covenants and agreements contained herein and therein that by their terms apply or are to be performed in whole or in part after the Effective Time.

9.2 Brokers or Finders. Each of MTI and MDT represents and warrants to the other that no agent, broker, investment banker, financial advisor or other firm or person is or will be entitled to any broker's or finder's fee or any other similar commission or fee in connection with any of the transactions contemplated by this Agreement, except Houlihan Lokey, whose fees and expenses will be paid by MDT in accordance with MDT's agreement with such firm (a true, complete and correct copy of which agreement has been delivered by MDT to MTI prior to the date of this Agreement), and MDT agrees to indemnify MTI and to hold MTI harmless from and against any and all claims, liabilities or obligations with respect to any other fees, commission or expenses asserted by any person on the basis of any act or statement alleged to have been made by MDT.

9.3 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

(a) If to MTI:

Micron Technology, Inc.  
8000 South Federal Way  
Boise, ID 83706  
Attention: General Counsel  
(208) 368-4517  
Fax: (208) 368-4540

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## (b) If to MDT:

Micron Display Technology, Inc.  
3000 South Denver Way  
Boise, ID 83705  
Attention: David A. Cathey, Jr., President  
(208) 333-7641  
Fax: (208) 333-7505

or to such other address as any party shall have specified by notice in writing given to all other parties.

9.4 Assignment: Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations of any party hereunder shall be assigned by any party hereto (whether by operation of law or otherwise) without the prior written consent of all other parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. Except as otherwise specifically provided in this *Section 9.4* and in *Article 8* hereof, this Agreement (including the documents and instruments referred to herein) is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

9.5 Entire Agreement. This Agreement (together with the documents and the instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

9.6 Governing Law. This Agreement shall be construed and interpreted and the rights granted herein governed in accordance with the laws of the State of Idaho, without regard to any applicable conflicts of law provisions thereof.

9.7 Publicity. Except as otherwise required by applicable law or the rules of the NYSE, neither MTI nor MDT shall issue or cause the publication of any press release or other public announcement with respect to, or otherwise make any public statement concerning, the transactions contemplated by this Agreement without the consent of the other party, which consent shall not be unreasonably withheld.

9.8 Severability. Except to the extent that application of this *Section 9.8* would have a material adverse effect on either party or the Surviving Corporation, any term or provision of this Agreement which is invalid or unenforceable shall, as to that term or provision, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and conditions of this agreement or affecting the validity or enforceability of any other term or provision. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

9.9 Alternative Structure. Notwithstanding anything to the contrary contained in this Agreement, prior to the Effective Time, the parties may mutually agree to revise the structure of the Merger and related transactions provided that each of the transactions comprising such revised structure shall (i) not change the amount or form of consideration to be received by the MDT Stockholders, (ii) be capable of consummation in as timely a manner as the structure contemplated herein, and (iii) not otherwise be prejudicial to the interests of the MDT Stockholders. This Agreement and any related documents shall be appropriately amended in order to reflect any such revised structure.

9.10 Expenses. Except with respect to the costs and fees of Houlihan Lokey incurred in connection with this transaction, which shall be borne entirely by MDT, and except as provided in Section 7.2 hereof, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense; *provided, however,* that notwithstanding anything to the contrary contained in this Agreement, neither MTI nor MDT shall be relieved or released from any liabilities or damages arising out of its willful breach of any provision of this Agreement.

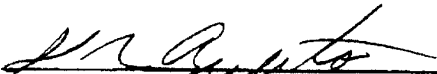
9.11 Interpretation. When a reference is made in this Agreement to Articles, Sections or Exhibits, such reference shall be to an Article, Section or Exhibit to this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". No provision of this Agreement shall be construed to require MTI or MDT to take any action which would violate or conflict with any applicable law (whether statutory or common), rule or regulation.

9.12 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

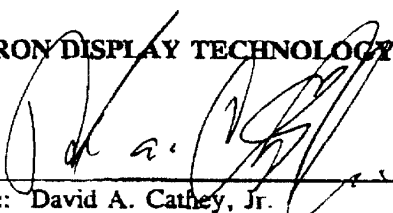
\* \* \*

**IN WITNESS WHEREOF**, MTI and MDT have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date and year first above written.

**MICRON TECHNOLOGY, INC.**

By:   
Name: Steven R. Appleton  
Title: President and Chief Executive Officer

**MICRON DISPLAY TECHNOLOGY, INC.**

By:   
Name: David A. Cathey, Jr.  
Title: President and Chief Executive Officer



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**LIST OF EXHIBITS**

- EXHIBIT A-1      Form of Certificate of Merger
- EXHIBIT A-2      Form of Articles of Merger
- EXHIBIT B        Plan of Merger

EXHIBIT A-1  
(To Agreement and Plan of Merger)

**CERTIFICATE OF MERGER**  
**MERGING**  
**MICRON DISPLAY TECHNOLOGY, INC.,**  
an Idaho corporation,  
**WITH AND INTO**  
**MICRON TECHNOLOGY, INC.**  
a Delaware corporation

*In accordance with Section 252 of the  
General Corporation Law of Delaware*

The undersigned, Steven R. Appleton, President and Chief Executive Officer, and Roderic W. Lewis, Vice President - Legal Affairs, General Counsel and Corporate Secretary of Micron Technology, Inc., a Delaware corporation,

DO HEREBY CERTIFY:

1. The name and state of incorporation of each of the constituent corporations are Micron Technology, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), and Micron Display Technology, Inc., a corporation organized and existing under the laws of the State of Idaho ("MDT"). The authorized capital stock of MDT is 30,000,000 shares of common stock, par value \$0.10 per share.
2. An Agreement and Plan of Merger, dated as of August 29, 1997 (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with Section 252 of the Delaware General Corporation Law (the "DGCL").
3. The name of the surviving corporation (the "Surviving Corporation") in the merger is Micron Technology, Inc.
4. An executed copy of the Merger Agreement is on file at the principal place of business of the Surviving Corporation, as follows:

Micron Technology, Inc.  
8000 South Federal Way  
Boise, Idaho 83704  
Attention: General Counsel

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TEL:208-344-6505

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5. That a copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either of the constituent corporations.
6. The Merger shall become effective at 12:01 a.m., Mountain Time, on the date this Certificate of Merger is filed with the Secretary of State of the State of Delaware.

\* \* \*

CERTIFICATE OF MERGER - 2

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Patent Dept.

TEL:208-344-6505

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IN WITNESS WHEREOF, the undersigned have affirmed the statements herein as true and as the act and deed of Micron Technology Inc., under penalties of perjury, as of the \_\_\_\_\_ day of September, 1997.

MICRON TECHNOLOGY, INC.

By: \_\_\_\_\_  
Print Name: Steven R. Appleton  
Title: President and Chief Executive Officer

ATTEST:

By: \_\_\_\_\_  
Print Name: Roderic W. Lewis  
Title: Vice President - Legal Affairs, General  
Counsel and Corporate Secretary

CERTIFICATE OF MERGER - 3

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EXHIBIT A-2  
(To Agreement and Plan of Merger)

ARTICLES OF MERGER  
MERGING  
MICRON DISPLAY TECHNOLOGY, INC.,  
an Idaho corporation,  
WITH AND INTO  
MICRON TECHNOLOGY, INC.,  
a Delaware corporation

*In accordance with Section 30-1-1105 of the  
Idaho Business Corporation Act*

Micron Technology, Inc., a Delaware corporation, DOES HEREBY CERTIFY as follows:

1. The Constituent corporations (the "Constituent Corporations") in the merger (the "Merger") are Micron Display Technology, Inc., an Idaho corporation ("MDT"), and Micron Technology, Inc., a Delaware corporation ("MTI").
2. A Plan of Merger dated as of August 29, 1997 (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with Section 30-1-1103 of the Idaho Business Corporation Act (the "IBCA"). The Merger Agreement is attached hereto as Exhibit A and is incorporated herein by this reference.
3. The shareholders of MTI, the surviving corporation in the Merger, were not required to approve the Merger pursuant to the provisions of the Delaware Business Corporation Law and the IBCA.
4. The number of shares of MDT outstanding and entitled to vote was 9,685,247 shares of Common Stock; the following shares voted for, voted against or did not vote or abstained from voting with respect to the Merger Agreement:

	Voted		No Vote Received or Vote Abstained
	<u>For</u>	<u>Against</u>	
Common Stock . . . . .	( %)	( %)	( %)

5. The Merger shall become effective at 12:01 a.m. on the date on which these Articles of Merger are filed with the Secretary of State of the State of Idaho.

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TEL:208-344-6505

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IN WITNESS WHEREOF, Micron Technology, Inc. has caused these Articles of Merger to be executed by its duly authorized officers this \_\_\_\_ day of September, 1997.

**MICRON TECHNOLOGY, INC.**

By: \_\_\_\_\_  
Print Name: Steven R. Appleton  
Title: President and Chief Executive Officer

**ATTEST:**

By: \_\_\_\_\_  
Print Name: Roderic W. Lewis  
Title: Vice President - Legal Affairs, General Counsel and Corporate Secretary

EXHIBIT B  
(To Agreement and Plan of Merger)

**PLAN OF MERGER**

THIS PLAN OF MERGER (this "Agreement") is entered into this 29th day of August, 1997, by and between MICRON TECHNOLOGY, INC., a Delaware corporation ("MTI"), and MICRON DISPLAY TECHNOLOGY, INC., an Idaho corporation ("MDT"). MTI and MDT are sometimes referred to jointly as the "Constituent Corporations."

WHEREAS, the Boards of Directors of each of the Constituent Corporations have deemed it advisable for the mutual benefit of the Constituent Corporations and their respective shareholders that MDT be merged with and into MTI, pursuant to the provisions of the Idaho Business Corporation Act and the Delaware General Corporation Law (the "Merger").

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and subject to the terms and conditions of this Agreement, MTI and MDT hereby agree as follows:

**ARTICLE 1  
THE MERGER**

1.1 *The Merger.* Subject to the terms and conditions of this Agreement, in accordance with Part 11 of the Idaho Business Corporation Act (the "IBCA") and Title 8 of the Delaware General Corporation Law (the "DGCL"), at the Effective Time (as defined in Section 1.2 hereof), MDT shall be merged with and into MTI. At the Effective Time, (i) the separate corporate existence of MDT shall cease and (ii) MTI shall continue as the surviving corporation in the Merger (the "Surviving Corporation") and shall continue its existence under the laws of the State of Delaware. As a result of the Merger, the outstanding shares of capital stock of MDT shall be converted or cancelled in the manner provided in Article 2 hereof.

1.2 *Effective Time of the Merger.* At the closing of the transactions contemplated herein, (a) a Certificate of Merger shall be executed by MTI and filed with the Secretary of State of the State of Delaware pursuant to Section 252 of the DGCL, and (b) Articles of Merger shall be executed by the Constituent Corporations and filed with the Secretary of State of the State of Idaho, pursuant to Section 30-1-1105 of the IBCA. The "Effective Time" of the Merger shall be, and such term as used herein shall mean, 12:01 a.m., Mountain Time, on the later of the date of issuance of the Certificate of Merger or Articles of Merger by the Delaware or Idaho Secretary of State, respectively.

1.3 *Certificate of Incorporation.* The Certificate of Incorporation of MTI as in effect immediately prior to the Effective Time of the Merger shall constitute the Certificate of

Incorporation of the Surviving Corporation, without change or amendment until thereafter amended in accordance with the provisions thereof and applicable law.

1.4 **By-laws.** The By-laws of MTI in effect immediately prior to the Effective Time of the Merger shall continue to be the Bylaws of the Surviving Corporation until thereafter amended as provided by law, the Certificate of Incorporation of the Surviving Corporation, and such Bylaws.

1.5 **Officers and Directors.** The officers and directors of MTI immediately prior to the Effective Time shall, from and after the Effective Time, be the officers and directors, respectively, of the Surviving Corporation until their successors shall have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Certificate of Incorporation and By-laws, or as provided in any written agreement between MTI and such officers or directors.

1.6 **Effects of the Merger.** At and after the Effective Time, the Merger shall have the effects set forth in the IBCA and the DGCL.

1.7 **Further Assurances.** Each party hereto will, either prior to or after the Effective Time, execute such further documents, instruments, deeds, bills of sale, assignments and assurances and take such further actions as may reasonably be requested by one or more of the parties to consummate the Merger, to vest the Surviving Corporation with full title to all assets, properties, privileges, rights, approvals, immunities and franchises of either of the Constituent Corporations or to effect the other purposes of this Agreement.

## ARTICLE 2 CONVERSION OF SHARES

2.1 **Conversion of Shares.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of common stock, par value \$.10 per share, of MDT ("MDT Common Stock") then issued and outstanding (other than shares of MDT Common Stock owned by MTI or any subsidiary of MTI or shares held in the treasury of MDT, all of which shall be cancelled, and Dissenting Shares, as hereinafter defined, if applicable), shall be converted into the right to receive cash consideration in the amount of Eighteen and No/100 Dollars (\$18.00) per share (the "Per Share Purchase Price"). Each share of common stock, \$.10 par value per share, of MTI ("MTI Common Stock") issued and outstanding or held in the treasury immediately prior to the Effective Time shall remain a share of MTI Common Stock and will retain the same rights and privileges as it had prior to the Effective Time.

2.2 **Surrender of Certificates.** Each holder of record of outstanding shares of MDT Common Stock will be entitled to payment of the cash Merger Consideration set forth in Section 2.1 above, only after the following documents are returned to MTI after the Effective Time: (i) a duly executed letter of transmittal, (ii) a duly executed stock power, (iii) the share certificates



representing the shareholder's MDT Common Stock (the "Share Certificates") and (iv) such other documents as MTI may reasonably require. If the MDT shareholder has a debt owing to MTI for funds used to purchase the shareholder's MDT Common Stock, then the principal amount owed, together with interest calculated as of the Effective Time, will be deducted from the Merger Consideration paid to such shareholder. Surrendered Share Certificates shall be immediately cancelled. In no event shall the holder of any Share Certificate be entitled to receive interest on any funds to be received in the Merger. In the event of a transfer of ownership of MDT Common Stock which is not registered in the transfer records of MDT, cash representing that number of shares of MDT Common Stock may be issued to a transferee if the above procedures are complied with and if all documents required to evidence that the terms of any applicable stock purchase agreement and related paperwork have been complied with and any applicable transfer taxes have been paid.

**2.3 Closing Stock Transfer Books.** As of the Effective Time, it shall be deemed that the stock transfer books of MDT applicable to MDT Common Stock are closed and no transfer of shares of MDT Common Stock on such books shall thereafter be made.

### ARTICLE 3 DISSENTING SHARES

**3.1 Dissenting Shares.** If required by the IBCA and notwithstanding anything in this Agreement to the contrary, shares of MDT Common Stock which are issued and outstanding immediately prior to the Effective Time and which are held by MDT stockholders who have not voted such shares in favor of the adoption of this Agreement and approval of the Merger and who shall have delivered a written objection to the Merger in the manner provided in the IBCA (the "Dissenting Shares"), shall not be converted into the right to receive the Per Share Purchase Price provided in *Section 2.1* hereof, unless and until such holders shall have failed to perfect in the manner provided in the IBCA or shall have effectively withdrawn, or lost their rights to appraisal and payment under the IBCA. If any such holder shall have so failed to perfect or shall have effectively withdrawn or lost such right, such holder's shares shall thereupon be deemed to have been converted into the right to receive, as of the Effective Time, the Per Share Purchase Price provided in *Section 2.1* hereof, without any interest thereon. Any payment for Dissenting Shares will be made by the Surviving Corporation. MDT will not settle or compromise any claims for dissenters' rights in respect to the Merger prior to the Effective Time without the prior written consent of MTI.

### ARTICLE 4 MISCELLANEOUS

**4.1 Abandonment.** At any time before the Effective Time, this Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either of the Constituent Corporations, notwithstanding approval of this Agreement by the shareholders of MDT.

permitted by applicable law; provided, however, there may not be, without further approval of the shareholders of MDT, any amendment of this Agreement which reduces the Per Share Purchase Price.

4.3 **Counterparts.** In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

4.4 **Applicable Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho.

\* \* \*

IN WITNESS WHEREOF, Micron Technology, Inc. and Micron Display Technology, Inc. have caused this Plan of Merger to be executed by their duly authorized officers as of the day and year first above written.

MICRON TECHNOLOGY, INC.

MICRON DISPLAY TECHNOLOGY, INC.

By: \_\_\_\_\_  
Print Name: Steven R. Appleton  
Title: President and Chief Executive Officer

By: \_\_\_\_\_  
Print Name: David A. Cathey, Jr.  
Title: President and Chief Executive Officer

Attest:

Attest:

\_\_\_\_\_  
Roderic W. Lewis, *Vice President - Legal Affairs, General Counsel and Corporate Secretary*

\_\_\_\_\_  
Joel M. Frendt, *Secretary*