Micron maintains those benefit plans described in the Administrative Facts section of this Benefits Handbook (the "Plans"). The Plans provide coverage for those expenses that are not payable from or covered by another source. By enrolling in, or receiving benefits under, the Plans, each covered person (i.e., each covered team member and any person covered by the Plan through such covered team member referred to herein as "you") agrees to the following provisions as a condition to receiving benefits under the Plans.

Assignment of Benefits

Except as required by law, the Plan's obligation to pay a Participant directly and a Participant's rights under ERISA are not assignable to any party (including non-contracting or out-of-network providers) and cannot be assigned, waived or transferred without the express written consent of the Plan Administrator

Subrogation and Reimbursement

For purposes of this section on Subrogation and Reimbursement, the term "you" means anyone who has received benefits from the Plan, including a team member, their spouse, domestic partner, dependents, or dependents of a domestic partner. Further, a team member, spouse or domestic partner who elects to enroll a minor as a dependent or as a dependent of a domestic partner agrees to bound by obligations set forth in this section on behalf of such minor dependents.

Each of the Plans has a right to be reimbursed for the amount of any benefits it pays out to you if you receive, directly or indirectly, any money from a third party (such as a person responsible for an injury or an insurance company) on account of the same injury, illness or condition for which the Plan has paid benefits (any such money is referred to here as a "recovery").

Recovery of Benefits. As a condition of receiving benefits from the Plan for medical or other expenses, you agree that if you receive any recovery from a third party on account of an injury, illness, or condition for which the Plan has paid benefits, you will pay to the Plan the amount of that recovery, up to the total amount of benefits paid to you by the Plan. For example, if you are injured in an auto accident and either your insurance company or the other driver's insurance company settles with you, you must reimburse the applicable Plan(s) for the benefits the Plan(s) provided to you for your medical expenses resulting from that accident, but only up to the lesser of the amount of your settlement or the amount of medical expenses paid by the Plan(s).

The Plan's right to subrogation and reimbursement extend to any right you have to recover from your insurer, or your "Medical Payments" coverage or any "Uninsured Motorist," "Underinsured Motorist," premises liability (homeowners or business) or other similar coverage provisions, and workers' compensation benefits

Decision not to Pursue Claim. If you decide not to pursue a claim relating to any injury, illness or condition for which the Plan has paid benefits, the Plan shall be subrogated to your right to pursue such claim. The Plan may assert a claim, in its discretion, to collect a recovery directly from any third party against whom you have any rights in any court of competent jurisdiction, or in any tribunal or other proceeding. You agree not to object to the jurisdiction of any such court or venue and otherwise cooperate in pursuing the recovery. You agree to notify Micron if you sustain an injury, illness, condition or loss for which you reasonably believe that you may be entitled to reimbursement from a third party for any expenses covered by the Plan.

Subrogation and Reimbursement Rights. In connection with these rights of subrogation and reimbursement and your obligation hereunder, you agree to:

- notify the Plan within ten (10) days of the date when any notice is given to any party, including an attorney, of your intention to pursue or investigate a claim to recover damages or obtain compensation due to any injury, illness, condition or loss for which the Plan has paid benefits;
- promptly notify the Plan of any recovery paid as a result of any injury, illness or condition for which the Plan has paid you

benefits that you become aware of, by any person from any source (you agree to notify the Plan prior to receipt of such funds or within five (5) days if no notices was given prior to receipt;

- fully cooperate with the Plan's efforts (and the efforts of the Plan's administrator) to enforce the Plan's rights of subrogation and reimbursement;
- complete all forms and provide all information requested by the Plan (or its administrator), including completing and submitting any applications or other forms or statements the Plan (or its administrator) may reasonably request;
- cooperate in all efforts to pursue the recovery, including in the preparation and execution of any case or otherwise, and by attendance or giving testimony at depositions and in court, or as otherwise may be necessary; and
- do nothing to prejudice or impede the Plan's rights of subrogation and reimbursement, including by making any settlement or recovery that attempts to reduce or exclude the full cost of the benefits provided by the Plan, except as reasonably agreed to by the Plan.

Plan's Right of Reimbursement. Please note the following regarding the Plan's right of reimbursement, which you agree to as a condition to receiving benefits under the Plan:

- The source and timing of the recovery do not matter. The Plan has the right to be reimbursed whether that recovery is made to or on behalf of the covered person; made in a single payment or over a period of time; or collected by action at law, judgment, settlement, or otherwise.

- The Plan will automatically have an equitable lien against the recovery in the amount of any benefits the plan provided as a result of the injury, illness, or condition for which the recovery is collected, this lien shall constitute a charge against the proceeds of any recovery by you and the Plan shall be entitled to assert a security interest thereon, and you agree to hold any recovery in trust for the benefit of the Plan until the Plan is repaid in full.

- The Plan may enforce the equitable lien with any court or agency with jurisdiction over the matter against the covered person, an insurance company acting on behalf the covered person, the third party or its agent, or with anyone who is in possession of the recovery.

- The lien may be enforced by any claims administrator or other person acting as the plan's delegate or as a provider of administrative services to this Plan.

- The Plan, or other person acting as the plan's delegate or provider of administrative services, has the sole authority and discretion to decide whether to pursue any right of recovery in favor of the Plan.

- The Plan's recovery rights are a first priority claim against all responsible parties and are to be paid to the Plan before any other claim against the recovery.

- The Plan's equitable lien on the recovery is not dependent upon whether or not:

    - the recovery is insufficient to make the covered person whole or otherwise compensate the covered person for the injury, illness, or condition;

    - the Plan participates in or assists in claims made to obtain the recovery;

    - the Plan bears any court costs or attorney fees in furtherance of claims seeking the recovery;

    - any liability for payment is admitted by anyone;

    - the recovery identifies the benefits provided by the Plan; or

    - the recovery identifies payment, in whole or in part, as for pain and suffering or for non-economic damages.

Refusal to Cooperate. The Plan shall suspend benefits to you or your beneficiary if you or your beneficiary refuse to cooperate with the Plan's right to reimbursement and subrogation or you or your beneficiary refuses to execute and deliver such documents as the plan may require in furtherance of its rights hereunder. The Plan shall reduce or otherwise offset future benefits payable under the Plan to the extent of the Plan's right to reimbursement (including an offset of benefits payable under a separate benefit/component of the Plan). The Plan shall be reimbursed for its court costs and attorneys' fees if the Plan needs to file suit in order to recover payment under these subrogation and reimbursement provisions. The Plan is authorized to adopt such policies and procedures it deems necessary and appropriate to administer the Plan's rights of subrogation and reimbursement. In the event the Plan elects to not enforce its rights herein, such election shall not constitute a waiver of the Plans's right to take such action.

Coordination with Plans. The subrogation and reimbursement provisions described above apply in addition to any subrogation and reimbursement provisions set forth in a benefit summary, summary plan description, insurance booklet, evidence of coverage or other similar plan document applicable to a specific benefit; provided that Micron will not seek to recover duplicative amounts of those amounts previously recovered by an insurance carrier or third party administrator on behalf of a Plan with respect to the same expense paid by a Plan.

Mistaken Benefits Payments

If a Plan mistakenly pays benefits to which you are not entitled, you must reimburse the Plan for the benefits paid in error. An equitable lien will automatically be created on any such excess payment and the excess payment will be held in trust for the benefit of the Plan. The reimbursement is due and payable as soon as the Plan notifies you and requests reimbursement. If reimbursement is not made in a timely manner, future benefits shall be offset.

Contractual Limitations

The applicable claims and appeals processes for a benefit under the Plan must be exhausted before bringing any suit in court. Unless a benefit summary, summary plan description, insurance booklet, evidence of coverage or other similar plan document applicable to a specific benefit provides a shorter period, any suit must be brought within the earlier of one year after the date of the final denial of an adverse benefit determination appeal or two years after the date the service or treatment was provided, or within one year after the date a final adverse determination has been made with respect to claims relating to denied enrollment or eligibility notification.