



**SECURITIES AND EXCHANGE COMMISSION,**

Washington, D.C. 20549

**SCHEDULE TO  
TENDER OFFER STATEMENT UNDER SECTION 14(d)(1) OR 13(e)(1)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

(Amendment No. \_\_)

**WESTERN DIGITAL TECHNOLOGIES, INC.  
WESTERN DIGITAL CORPORATION**

(Name of Subject Company (Issuer))

**WESTERN DIGITAL CORPORATION  
WESTERN DIGITAL TECHNOLOGIES, INC.**

(Name of Filing Persons (Offeror))

**Zero Coupon Convertible Subordinated Debentures due 2018**  
(Title of Class of Securities)

**958102AF2 and 958102AH8**  
(CUSIP Numbers of Class of Securities)

**Raymond M. Bukaty  
WESTERN DIGITAL CORPORATION  
20511 Lake Forest Drive,  
Lake Forest, California 92630  
(949) 672-7000**

(Name, Address and Telephone Number of Person Authorized to Receive  
Notices and Communications on Behalf of Filing Persons)

**Copies to:**

**John M. Williams  
Gibson, Dunn & Crutcher LLP  
4 Park Plaza  
Irvine, California 92614  
(949) 451-3800**

**CALCULATION OF FILING FEE**

<b>Transaction Valuation*</b>	<b>Amount of Filing Fee**</b>
<b>\$73,954,697.08</b>	<b>\$6,803.83</b>

\* Calculated solely for purposes of determining the filing fee. The purchase price of the Zero Coupon Convertible Subordinated Debentures due 2018, as described herein, is \$459.64 per \$1,000 principal amount at maturity outstanding. As of January 15, 2003, there was \$160,897,000 in aggregate principal amount at maturity outstanding, resulting in an aggregate maximum purchase price of \$73,954,697.08.

\*\* The amount of the filing fee was calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, and equals \$92 for each \$1,000,000 of the value of the transaction.

Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the form or schedule and the date of its filing.

Amount Previously Paid:	Not applicable	Filing Party:	Not applicable.
Form or Registration No.:	Not applicable	Date Filed:	Not applicable.

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes to designate any transactions to which this statement relates:

<input type="checkbox"/> third party tender offer subject to Rule 14d-1	<input type="checkbox"/> going-private transaction subject to Rule 13e-3
<input type="checkbox"/> issuer tender offer subject to Rule 13e-4	<input type="checkbox"/> amendment to Schedule 13D under Rule 13d-2

Check the following box if the filing is a final amendment reporting the results of the tender offer.

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## Introductory Statement

This Tender Offer Statement on Schedule TO-I (this "Schedule TO-I") is filed by Western Digital Corporation, a Delaware corporation ("Western Digital"), and Western Digital Technologies, Inc., a Delaware corporation and a wholly owned subsidiary of Western Digital (the "Company"), and relates to the offer by the Company to purchase the Zero Coupon Convertible Subordinated Debentures due 2018 issued by the Company on February 18, 1998 (the "Debentures"), upon the terms and subject to the conditions set forth in the Indenture (as defined below), the Company Notice to Holders of the Debentures, dated January 17, 2003 (the "Company Notice") and the related offer materials filed as Exhibits (a)(1) to (d)(2) to this Schedule TO-I (which Company Notice and offer materials, as amended or supplemented from time to time, collectively constitute the "Option"). The Debentures were issued pursuant to an Indenture, dated February 18, 1998, by and between the Company and U.S. Bank, N.A., as successor to State Street Bank and Trust Company of California, N.A. (the "Trustee"), and amended by the First Supplemental Indenture, dated as of April 6, 2001, among the Company, Western Digital and the Trustee (the "Indenture").

The Option will expire at 5:00 p.m., New York City time, on February 18, 2003. This Schedule TO-I is intended to satisfy the disclosure requirements of Rule 13e-4(c)(2) under the Securities Exchange Act of 1934, as amended.

### Items 1 through 9.

The Company is the issuer of the Debentures and is offering to purchase all of the Debentures pursuant to the terms of the Indenture. The payment and performance of all obligations of the Company under the Indenture are fully and unconditionally guaranteed by Western Digital. The Debentures are convertible into the common stock, par value \$0.01 per share, of Western Digital (the "Common Stock"). The address of the principal executive offices of the Company and Western Digital is 20511 Lake Forest Drive, Lake Forest, California 92630-7741. The telephone number there is (949) 672-7000. As permitted by General Instruction F to Schedule TO, all of the information set forth in the Option is incorporated by reference into this Schedule TO-I.

### Item 10. Financial Statements

(a) Western Digital and the Company believe that their financial condition is not material to a Debenture holder's decision whether to surrender the Debentures for purchase because the consideration to be paid to holders of surrendered debentures is solely cash, the offer is not subject to any financing conditions, the offer is for all outstanding Debentures and Western Digital is a public reporting company that files reports electronically on EDGAR. The financial condition and results of operations of Western Digital and its subsidiaries (including the Company) are reported electronically on EDGAR on a consolidated basis. Western Digital has substantially no assets, operations or cash, other than its interests in the Company, and the results of Western Digital's operations are substantially similar to those of the Company.

(b) Not applicable.

### Item 11. Additional Information

(a) Not applicable.

(b) Not applicable.

### Item 12. Exhibits

(a)(1)(A) Company Notice to Holders of Western Digital Technologies, Inc. Zero Coupon Convertible Subordinated Debentures Due 2018, dated January 17, 2003.

(a)(1)(B) Form of Purchase Notice of Western Digital Technologies, Inc. Zero Coupon Convertible Subordinated Debentures due 2018 (including Substitute Form W-9).

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- (a)(1)(C) Form of Notice of Withdrawal of Western Digital Technologies, Inc. Zero Coupon Convertible Subordinated Debentures due 2018.
- (a)(1)(D) Form of Notice of Guaranteed Delivery of Western Digital Technologies, Inc. Zero Coupon Convertible Subordinated Debentures due 2018.
- (a)(1)(E) Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.
- (a)(5) Press Release issued by Western Digital Technologies, Inc. and Western Digital Corporation on January 17, 2003.
- (b) Not applicable.
- (d)(1) Indenture, dated as of February 18, 1998 by and between Western Digital Technologies, Inc. (formerly Western Digital Corporation) and U.S. Bank, N.A., as successor to State Street Bank and Trust Company of California, N.A., incorporated by reference to Western Digital's Form S-3 (File No. 333-52463) as filed with the Securities and Exchange Commission on May 12, 1998.
- (d)(2) First Supplemental Indenture, dated as of April 6, 2001 by and among Western Digital Technologies, Inc., Western Digital Corporation and U.S. Bank, N.A., as successor to State Street Bank and Trust Company of California, N.A., incorporated by reference to Western Digital's Form 8-K filed with the Securities and Exchange Commission on April 6, 2001.
- (g) Not applicable.
- (h) Not applicable.

**Item 13. Information Required by Schedule 13E-3**

- (a) Not applicable.

**SIGNATURE**

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

WESTERN DIGITAL CORPORATION  
WESTERN DIGITAL TECHNOLOGIES, INC.

By: /s/ Raymond M. Bukaty

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Name: Raymond M. Bukaty  
Title: Vice President, General  
Counsel and Secretary

Dated: January 17, 2003

**EXHIBIT INDEX**

<b>Exhibit No.</b>	<b>Description</b>
(a)(1)(A)	Company Notice to Holders of Western Digital Technologies, Inc. Zero Coupon Convertible Subordinated Debentures Due 2018, dated January 17, 2003.
(a)(1)(B)	Form of Purchase Notice of Western Digital Technologies, Inc. Zero Coupon Convertible Subordinated Debentures due 2018 (including Substitute Form W-9).
(a)(1)(C)	Form of Notice of Withdrawal of Western Digital Technologies, Inc. Zero Coupon Convertible Subordinated Debentures due 2018.
(a)(1)(D)	Form of Notice of Guaranteed Delivery of Western Digital Technologies, Inc. Zero Coupon Convertible Subordinated Debentures due 2018.
(a)(1)(E)	Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.
(a)(5)	Press Release issued by Western Digital Technologies, Inc. and Western Digital Corporation on January 17, 2003.
(b)	Not applicable.
(d)(1)	Indenture, dated as of February 18, 1998 by and between Western Digital Technologies, Inc. (formerly Western Digital Corporation) and U.S. Bank, N.A., as successor to State Street Bank and Trust Company of California, N.A., incorporated by reference to Western Digital's Form S-3 (File No. 333-52463) as filed with the Securities and Exchange Commission on May 12, 1998.
(d)(2)	First Supplemental Indenture, dated as of April 6, 2001 by and among Western Digital Technologies, Inc., Western Digital Corporation and U.S. Bank, N.A., as successor to State Street Bank and Trust Company of California, N.A., incorporated by reference to Western Digital's Form 8-K filed with the Securities and Exchange Commission on April 6, 2001.
(g)	Not applicable.
(h)	Not applicable.

COMPANY NOTICE  
TO HOLDERS OF  
WESTERN DIGITAL TECHNOLOGIES, INC.  
ZERO COUPON CONVERTIBLE  
SUBORDINATED DEBENTURES DUE 2018

CUSIP NUMBERS: 958102AF2 AND 958102AH8

NOTICE IS HEREBY GIVEN pursuant to the terms and conditions of the Indenture, dated February 18, 1998, as amended (the "Indenture"), between Western Digital Technologies, Inc. (formerly, Western Digital Corporation), a Delaware corporation (the "Company") and U.S. Bank, N.A., as successor to State Street Bank and Trust Company of California, N.A., a national banking association organized and existing under the laws of the United States of America (the "Paying Agent"), relating to the Zero Coupon Convertible Subordinated Debentures due 2018 of the Company (the "Debentures"), that at the option of the holder thereof (the "Holder"), each Debenture will be purchased by the Company for \$459.64 per \$1,000 principal amount at maturity of the Debentures (the "Purchase Price"), subject to the terms and conditions of the Indenture and this Company Notice, including the accompanying Purchase Notice (the "Option"). Holders may surrender their Debentures from January 17, 2003, through 5:00 p.m., New York City time, on February 18, 2003. This Company Notice is being sent pursuant to the provisions of Section 3.8 of the Indenture and paragraph 6 of the Debentures.

TO EXERCISE YOUR OPTION TO HAVE THE COMPANY PURCHASE THE DEBENTURES AND RECEIVE PAYMENT OF \$459.64 PER \$1,000 PRINCIPAL AMOUNT AT MATURITY OF THE DEBENTURES ("PRINCIPAL AMOUNT"), YOU MUST VALIDLY SURRENDER THE DEBENTURES AND THE REQUIRED DOCUMENTS TO THE PAYING AGENT (AND NOT HAVE WITHDRAWN SUCH DEBENTURES), PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON TUESDAY, FEBRUARY 18, 2003 (THE "PURCHASE DATE"). HOLDERS THAT SURRENDER THROUGH DEPOSITORY TRUST COMPANY ("DTC") NEED NOT SUBMIT A PHYSICAL PURCHASE NOTICE TO THE PAYING AGENT IF SUCH HOLDERS COMPLY WITH THE TRANSMITTAL PROCEDURES OF DTC FOR PUT BONDS. SURRENDERED DEBENTURES MAY BE WITHDRAWN AT ANY TIME PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON TUESDAY, FEBRUARY 18, 2003. THE RIGHTS OF HOLDERS TO SURRENDER DEBENTURES EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON TUESDAY, FEBRUARY 18, 2003.

The addresses for the Paying Agent are as follows:

In Person:

Paula Oswald  
U.S. Bank, N.A.  
633 West Fifth Street, 12th Floor  
Los Angeles, California 90071  
(213) 362-7338 (phone)  
(213) 362-7357 (fax)

By Registered or Certified Mail or  
Overnight Courier:

U.S. Bank, N.A.  
2 Avenue de Lafayette  
Corporate Trust Window, 5th Floor  
Boston, MA 02111-1724

or

U.S. Bank, N.A.  
61 Broadway, 15th Floor  
New York, NY 10006  
Attention: Corporate Trust  
Administration -  
Western Digital Technologies, Inc.  
Zero Coupon Convertible Subordinated  
Debentures due 2018

Additional copies of this Company Notice may be obtained from the Paying Agent at its addresses set forth above or from the Company's Investor Relations at (800) 695-6399.

The date of this Company Notice is January 17, 2003

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No person has been authorized to give any information or to make any representations other than those contained in this Company Notice and accompanying Purchase Notice and, if given or made, such information or representations must not be relied upon as having been authorized. This Company Notice and accompanying Purchase Notice do not constitute an offer to buy or the solicitation of an offer to sell securities in any circumstances or jurisdiction in which such offer or solicitation is unlawful. The delivery of this Company Notice shall not under any circumstances, create any implication that the information contained herein is current as of any time subsequent to the date of such information. None of the Company, Western Digital Corporation, or their respective boards of directors or employees, are making any representation or recommendation to any Holder as to whether or not to surrender such Holder's Debentures. You should consult your own financial and tax advisors and must make your own decision as to whether to surrender your Debentures for purchase and, if so, the amount of Debentures to surrender.

## SUMMARY TERM SHEET

The following are answers to some of the questions that you may have about the Option. To understand the Option fully and for a more complete description of the terms of the Option, we urge you to read carefully the remainder of this Company Notice and the accompanying Purchase Notice because the information in this summary is not complete, and those documents contain additional important information. We have included page references to direct you to a more complete description of the topics in this summary.

### - - WHO IS OFFERING TO PURCHASE MY DEBENTURES?

Western Digital Technologies, Inc. (formerly, Western Digital Corporation), a Delaware corporation (the "Company"), is offering to purchase its Zero Coupon Convertible Subordinated Debentures due 2018 (the "Debentures"). (Page 5)

### - - WHAT SECURITIES ARE YOU SEEKING TO PURCHASE?

We are offering to purchase all of the Debentures surrendered at the option of the holder thereof (the "Holder"). As of January 15, 2003, there was \$160,897,000 aggregate principal amount at maturity of Debentures outstanding. The Debentures were issued under an Indenture, dated February 18, 1998, as amended (the "Indenture"), between the Company and U.S. Bank, N.A., as successor to State Street Bank and Trust Company of California, a national banking association organized and existing under the laws of the United States of America (the "Paying Agent"). (Pages 5-7)

### - - HOW MUCH ARE YOU OFFERING TO PAY AND WHAT IS THE FORM OF PAYMENT?

Pursuant to the Indenture, we will pay a purchase price of \$459.64 per \$1,000 principal amount of the Debentures (the "Purchase Price") with respect to any and all Debentures validly surrendered and not withdrawn. The Company has elected to make the payment of the Purchase Price in cash. If all outstanding Debentures are validly surrendered for purchase and not withdrawn, the aggregate Purchase Price would be approximately \$74,000,000. (Page 6)

### - WHAT IS THE MARKET VALUE OF THE DEBENTURES?

There is no established market for trading in the Debentures, except for limited and sporadic quotations. To the extent available, Holders are urged to obtain current market quotations for the Debentures prior to making any decision to surrender Debentures for purchase pursuant to the Option. (Pages 6-7)

### - - WHY ARE YOU MAKING THE OFFER?

The Company is required to make the offer pursuant to the terms of the Debentures and the Indenture. (Page 5)

- - WHAT DO THE BOARDS OF DIRECTORS OF WESTERN DIGITAL AND THE COMPANY THINK OF THE OPTION?

Although the Company's board of directors has approved the terms of the Option included in the Indenture, neither the board of directors for the Company nor for Western Digital Corporation, the sole stockholder of the Company ("Western Digital") is making any recommendation as to whether you should surrender your Debentures for purchase. You must make your own decision whether to surrender your Debentures for purchase and if so, the number of Debentures to surrender. (Page 6)

- - WHEN DOES THE OPTION EXPIRE?

The Option expires February 18, 2003, at 5:00 p.m., New York City time. The Company does not intend to extend the period Holders have to accept the Option. (Page 6)

- - WHAT ARE THE CONDITIONS TO THE PURCHASE BY THE COMPANY OF THE DEBENTURES?

Provided that the purchase by the Company of validly surrendered Debentures is not unlawful, such purchase will not be subject to any other conditions. (Page 6)

- - HOW DO I SURRENDER MY DEBENTURES?

To surrender your Debentures for purchase pursuant to the Option, you must deliver the required documents to the Paying Agent no later than 5:00 p.m., New York City time, on February 18, 2003.

- - A Holder whose Debentures are held in certificated form must properly complete and execute the Purchase Notice, and deliver such notice to the Paying Agent, with any other required documents and the certificates representing the Debentures to be surrendered for purchase.

- - A Holder whose Debentures are held by a broker, dealer, commercial bank, trust company or other nominee must contact such nominee if such Holder desires to surrender his or her Debentures and instruct such nominee to surrender the Debentures on the Holder's behalf.

- - Holders who are Depository Trust Company ("DTC") participants should surrender their Debentures electronically through DTC's Participant Terminal System for handling put bonds. Holders that surrender through DTC need not submit a physical Purchase Notice to the Paying Agent if such Holders comply with the transmittal procedures of DTC.

(Pages 8-11)

- - IF I SURRENDER, WHEN WILL I RECEIVE PAYMENT FOR MY DEBENTURES?

We will accept for payment all validly surrendered Debentures immediately upon expiration of the Option. We will promptly forward to the Paying Agent the appropriate amount of cash

required to pay the Purchase Price for the surrendered Debentures, and the Paying Agent will promptly distribute the cash to the Holders. (Page 11)

- - UNTIL WHAT TIME CAN I WITHDRAW PREVIOUSLY SURRENDERED DEBENTURES FOR PURCHASE?

You can withdraw previously surrendered Debentures at any time until 5:00 p.m., New York City time, on February 18, 2003. (Page 11)

- - HOW DO I WITHDRAW PREVIOUSLY SURRENDERED DEBENTURES FOR PURCHASE?

To withdraw previously surrendered Debentures, you must deliver a validly executed notice of withdrawal substantially in the form enclosed, or a facsimile of one, to the Paying Agent prior to 5:00 p.m., New York City time, on February 18, 2003. Holders that withdraw through DTC need not submit a physical notice of withdrawal to the Paying Agent if such Holders comply with the withdrawal procedures of DTC. (Page 11)

- - DO I NEED TO DO ANYTHING IF I DO NOT WISH TO SURRENDER MY DEBENTURES?

No. If you do not deliver a properly completed and duly executed Purchase Notice before the expiration of the Option, we will not purchase your Debentures, and such Debentures will remain outstanding, subject to their existing terms. (Page 8)

- - IF I CHOOSE TO SURRENDER MY DEBENTURES FOR PURCHASE, DO I HAVE TO SURRENDER ALL OF MY DEBENTURES?

No. You may surrender all of your Debentures for purchase, a portion of your Debentures, or none of your Debentures. If you wish to surrender a portion of your Debentures for purchase, however, you must surrender your Debentures in \$1,000 principal amount at maturity ("\$1,000 principal amount") or an integral multiple thereof. (Page 8)

- - IF I DO NOT SURRENDER MY DEBENTURES FOR PURCHASE, WILL I CONTINUE TO BE ABLE TO EXERCISE MY CONVERSION RIGHTS?

Yes. If you do not surrender your Debentures for purchase, your conversion rights will not be affected. You will continue to have the right to convert each \$1,000 principal amount of a Debenture into 14.935 shares of common stock of Western Digital, subject to adjustment as specified in the Indenture. (Page 6)

- - IF I AM A U.S. RESIDENT FOR U.S. FEDERAL INCOME TAX PURPOSES, WILL I HAVE TO PAY TAXES IF I SURRENDER MY DEBENTURES FOR PURCHASE IN THE OPTION?

The receipt of cash in exchange for Debentures pursuant to the Option will be a taxable transaction for U.S. federal income tax purposes. You should consult with your own tax advisor regarding the actual tax consequences to you. (Pages 13-15)

- - WHO IS THE PAYING AGENT?

U.S. Bank, N.A., as successor to State Street Bank and Trust Company of California, N.A. is trustee for the Debentures, and is serving as Paying Agent in connection with the Option. Its address and telephone number are set forth on the front cover page of this Company Notice.

- - WHO CAN I TALK TO IF I HAVE QUESTIONS ABOUT THE OPTION?

Questions and requests for assistance in connection with the surrender of Debentures for purchase in the Option may be directed to Steven M. Slavin, the Company's Vice President, Taxes and Treasurer, at (949) 672-7826.

## IMPORTANT INFORMATION CONCERNING THE OPTION

1. INFORMATION CONCERNING THE COMPANY. Western Digital Technologies, Inc. (formerly, Western Digital Corporation), a Delaware corporation (the "Company"), is offering to purchase its Zero Coupon Convertible Subordinated Debentures due 2018 (the "Debentures").

The Company designs, develops, manufactures and markets hard drives featuring leading-edge technology. A hard drive is a storage device found in most computers that stores data on one or more rotating magnetic disks that provide fast access to data that must be readily available to users of computers or other devices. The Company's hard drives are used in desktop personal computers, servers, network attached storage devices, video game consoles, digital video recording devices and satellite set-top boxes.

On April 6, 2001, the Company and its parent, Western Digital Corporation, a Delaware corporation ("Western Digital") effected a holding company organizational structure pursuant to a merger under Section 251(g) of the Delaware General Corporation Law. Prior to the merger, the common stock of the Company was traded on the New York Stock Exchange (the "NYSE"). By virtue of the merger, all of the Company's outstanding capital stock was converted, on a share for share basis, into capital stock of Western Digital, and Western Digital assumed the obligations of the Company, without releasing the Company, under the Indenture for the Debentures. The Company reserves the right to transfer or assign, in whole or in part, to one or more of our affiliates, including Western Digital, the right to purchase the Debentures surrendered, provided such transfer or assignment will not relieve the Company or Western Digital of their obligations under the Indenture.

The address of the principal executive offices of the Company and Western Digital is 20511 Lake Forest Drive, Lake Forest, California 92630-7741. The telephone number there is (949) 672-7000.

2. INFORMATION CONCERNING THE DEBENTURES. The Debentures were issued under an Indenture, dated February 18, 1998, as amended (the "Indenture"), between the Company and U.S. Bank, N.A., as successor to State Street Bank and Trust Company of California, N.A., a national banking association organized and existing under the laws of the United States of America (the "Paying Agent"). The yield to maturity of the Debentures is 5.25% per annum (computed on a semi-annual bond equivalent basis). The Debentures mature on February 18, 2018.

The Indenture was amended pursuant to the First Supplemental Indenture, dated as of April 6, 2001, by and among the Company, Western Digital and the Paying Agent (the "Supplemental Indenture") in connection with the creation of the holding company organizational structure discussed above. The Supplemental Indenture provides, among other things, for the assignment of the rights and obligations of the Company under the Indenture to Western Digital, without releasing the Company, and that upon conversion of the Debentures pursuant to paragraph 9 of the Debentures Holders will receive common stock of Western Digital in lieu of common stock of the Company.

2.1. THE COMPANY'S OBLIGATION TO PURCHASE THE DEBENTURES. Pursuant to the Indenture, unless earlier redeemed, the Company is obligated to purchase all Debentures validly surrendered for purchase and not withdrawn, at the Holder's option on February 18, 2003, February 18, 2008 and February 18, 2013. The purchase price on such dates shall equal

the Issue Price of \$354.71 plus accrued Original Issue Discount (as defined in the Indenture) as of the applicable purchase date.

The Option will expire at 5:00 p.m., New York City time, on February 18, 2003. Provided that the purchase by the Company of validly surrendered Debentures is not unlawful, such purchase will not be subject to any other conditions.

2.2. PURCHASE PRICE. Pursuant to the Indenture, the purchase price to be paid by the Company for the Debentures on February 18, 2003 is \$459.64 per \$1,000 principal amount at maturity (the "Purchase Price"). The Purchase Price will be paid in cash with respect to any and all Debentures validly surrendered for purchase and not withdrawn. If all outstanding Debentures are validly surrendered for purchase and not withdrawn, the aggregate Purchase Price would be approximately \$74,000,000. Original Issue Discount shall cease to accrue on the Purchase Date for Debentures validly surrendered for purchase and not withdrawn. Debentures surrendered for purchase will be accepted only in principal amounts at maturity equal to \$1,000 ("\$1,000 principal amount") or integral multiples thereof.

The Purchase Price is based solely on the requirements of the Indenture and bears no relationship to the market price of the Debentures or the Western Digital common stock into which the Debentures are convertible. Thus, the Purchase Price may be significantly higher or lower than the current market price of the Debentures. Holders of Debentures are urged to obtain the best available information, to the extent available, as to potential current market prices of the Debentures before making a decision with respect to whether to surrender their Debentures for purchase.

None of the Company, Western Digital, or their respective boards of directors or employees are making any recommendation to Holders as to whether to surrender or refrain from surrendering Debentures for purchase pursuant to this Company Notice. Each Holder must make his or her own decision whether to surrender his or her Debentures for purchase and, if so, the principal amount of Debentures to surrender based on their own assessment of current market value and other relevant factors.

2.3. CONVERSION RIGHTS OF THE DEBENTURES. The Debentures are convertible into the common stock of Western Digital in accordance with and subject to the terms of the Indenture and paragraph 9 of the Debentures. The conversion rate of the Debentures as of January 17, 2003 is 14.935 shares of Western Digital common stock per \$1,000 principal amount of the Debentures. The Paying Agent is currently acting as Conversion Agent for the Debentures.

Holders that do not surrender their Debentures for purchase pursuant to the Option will maintain the right to convert their Debentures into shares of Western Digital's common stock. Any Debentures as to which a Purchase Notice has been given may be converted only if the applicable Purchase Notice has been validly withdrawn in accordance with the terms of the Indenture, which are described in Section 4 below.

2.4. MARKET FOR THE DEBENTURES AND WESTERN DIGITAL COMMON STOCK. There is no established market for trading in the Debentures, except for limited and sporadic quotations. To the extent the Debentures are traded, prices of Debentures may fluctuate widely depending on trading volume, the balance between buy and sell orders, prevailing interest rates, the

Company's operating results and the market for similar securities. Holders of Debentures are urged to obtain the best available information as to potential current market prices of the Debentures before making a decision with respect to whether to surrender their Debentures for purchase. The Debentures are held through DTC, which is the sole record holder of the Debentures. As of January 15, 2003, there was \$160,897,000 aggregate principal amount of Debentures at maturity outstanding.

The common stock of Western Digital into which the Debentures are convertible is listed on the NYSE, under the symbol "WDC". The following table sets forth, for the fiscal quarters indicated, the high and low sales prices of the common stock of Western Digital as reported on the NYSE. Western Digital has not paid any dividends on its common stock and does not intend to pay any cash dividends on its common stock in the foreseeable future.

	HIGH	LOW
YEAR ENDED JUNE 29, 2001		
First Quarter.....	\$6.44	\$3.56
Second Quarter.....	\$6.81	\$2.19
Third Quarter.....	\$5.94	\$2.31
Fourth Quarter.....	\$5.58	\$2.98
YEAR ENDED JUNE 28, 2002		
First Quarter.....	\$4.06	\$1.95
Second Quarter.....	\$6.79	\$2.15
Third Quarter.....	\$7.75	\$5.20
Fourth Quarter.....	\$7.55	\$3.07
YEAR ENDED JUNE 27, 2003		
First Quarter.....	\$5.49	\$2.98
Second Quarter.....	\$8.96	\$4.12
Third Quarter (through January 15, 2003).....	\$8.31	\$6.07

On January 15, 2003, the last reported sales price of the common stock of Western Digital on the NYSE was \$7.71 per share. As of such date there were 195,628,464 shares outstanding of common stock of Western Digital. We urge you to obtain current market information, to the extent available for the Debentures, and for the common stock of Western Digital before making any decision to surrender, your Debentures pursuant to the Option.

2.5 REDEMPTION. The Debentures are not redeemable by the Company prior to February 18, 2003. Beginning on February 18, 2003, the Debentures are redeemable for cash at any time at the option of the Company, in whole or in part, at a redemption price equal to the Issue Price plus accrued Original Issue Discount to the date of redemption.

2.6 FUNDAMENTAL CHANGE. The Debentures may be redeemed at the option of the Holder if there is a Fundamental Change (as defined in the Indenture) at a redemption price equal to the Issue Price plus accrued Original Issue Discount to the date of redemption, subject to adjustment in certain circumstances.

2.7. SUBORDINATION. The Debentures are unsecured and subordinated in right of payment to all existing and future Senior Indebtedness (as defined in the Indenture) of the Company and effectively subordinated in right of payment to all indebtedness and other liabilities of the Company's subsidiaries. The Debentures are fully and unconditionally guaranteed by Western Digital.

The Company has a three-year senior credit facility that provides up to \$125 million in revolving credit (subject to outstanding letters of credit and a borrowing base calculation). As of January 15, 2003, the Company had letters of credit outstanding for approximately \$30 million. The senior credit facility matures on September 20, 2003. As of January 15, 2003, there were no borrowings under the facility and the Company and its subsidiaries had no other borrowings. The senior credit facility, and borrowings under any comparable or replacement credit facilities entered into by the Company in the future, will be Senior Indebtedness.

3. PROCEDURES TO BE FOLLOWED BY HOLDERS ELECTING TO SURRENDER DEBENTURES FOR PURCHASE. You will not be entitled to receive the Purchase Price for your Debentures unless you validly surrender the Debentures or meet the conditions of guaranteed delivery set forth below on or before 5:00 p.m., New York City time, on the Purchase Date. Only registered Holders are authorized to surrender their Debentures for purchase. Holders may surrender for purchase some or all of their Debentures, however any Debentures surrendered must be in \$1,000 principal amount or an integral multiple thereof.

If Holders do not validly surrender their Debentures on or before 5:00 p.m., New York City time, on February 18, 2003, such Debentures will remain outstanding and be subject to the existing terms of the Debentures.

3.1. METHOD OF DELIVERY. The method of delivery of Debentures, the related Purchase Notice and all other required documents, including delivery through DTC and acceptance through DTC's Participant Terminal System, is at the election and risk of the person surrendering such Debentures and delivering such Purchase Notice and, except as expressly otherwise provided in the Purchase Notice, delivery will be deemed made only when actually received by the Paying Agent. The date of any postmark or other indication of when a Debenture or the Purchase Notice was sent will not be taken into account in determining whether such materials were timely received. If such delivery is by mail, it is suggested that you use properly insured, registered mail with return receipt requested, and that you mail the required documents sufficiently in advance of the Purchase Date to permit delivery to the Paying Agent prior to 5:00 p.m., New York City time, on February 18, 2003.

3.2. PURCHASE NOTICE. Pursuant to the Indenture, the Purchase Notice must contain:

- - the certificate number of the Debentures being surrendered for purchase;
- - the portion of the principal amount of the Debentures being surrendered for purchase, which portion must be in principal amounts of \$1,000 at maturity or an integral multiple thereof; and

- a statement that such Debentures shall be purchased as of the Purchase Date pursuant to the terms and conditions specified in the Indenture and paragraph 6 of the Debentures.

Holders that surrender through DTC need not submit a physical Purchase Notice to the Paying Agent if such Holders comply with the transmittal procedures of DTC.

### 3.3. DEBENTURE DELIVERY.

Debentures in Certificated Form. To receive the Purchase Price, Holders of Debentures in certificated form must deliver to the Paying Agent the Debentures to be surrendered for purchase and the accompanying Purchase Notice or a copy thereof, on or before 5:00 p.m., New York City time, on the Purchase Date. If you desire to surrender your Debentures and you cannot comply with the procedures for surrender on a timely basis, you must comply with the procedures discussed below for guaranteed delivery.

Debentures Held Through a Custodian. A Holder whose Debentures are held by a broker, dealer, commercial bank, trust company or other nominee must contact such nominee if such Holder desires to surrender his or her Debentures and instruct such nominee to surrender the Debentures for purchase on the Holder's behalf.

Debentures in Global Form. A Holder who is a DTC participant, may elect to surrender to the Company its beneficial interest in the Debentures by:

- delivering to the Paying Agent's account at the DTC through the DTC's book-entry system its beneficial interest in the Debentures on or prior to 5:00 p.m., New York City time, on the Purchase Date; and
- electronically transmitting their acceptance through DTC's Participant Terminal System for handling put bonds, subject to the terms and procedures of that system. In surrendering through DTC's Participant Terminal System for handling put bonds, the electronic instructions sent to the DTC by the Holder, and transmitted by the DTC to the Paying Agent will acknowledge, on behalf of the DTC and the Holder, receipt by the Holder of and agreement to be bound by the Purchase Notice.

DEBENTURES AND THE PURCHASE NOTICE (WHERE REQUIRED) MUST BE DELIVERED TO THE PAYING AGENT TO COLLECT PAYMENT. DELIVERY OF DOCUMENTS TO THE COMPANY, WESTERN DIGITAL OR DTC DOES NOT CONSTITUTE DELIVERY TO THE PAYING AGENT.

3.4. NOTICE OF GUARANTEED DELIVERY. If you desire to surrender Debentures for purchase pursuant to the Option and

- certificates representing such Debentures are not immediately available,
- time will not permit your Purchase Notice, certificates representing such Debentures and all other required documents to reach the Paying Agent prior to 5:00 p.m., New York City time, on the Purchase Date, or

- - the procedures for book-entry transfer (including delivery of an agent's message) cannot be completed prior to 5:00 p.m., New York City time, on the Purchase Date,

you may nevertheless surrender such Debentures with the effect that such surrender will be deemed to have been received prior to 5:00 p.m., New York City time, on the Purchase Date, if all the following conditions are satisfied:

- such surrender is made by or through an eligible guarantor institution (each, an "Eligible Institution"), as defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (the "Exchange Act");
- prior to 5:00 p.m., New York City time, on the Purchase Date, the Paying Agent has received from such Eligible Institution, at the address of the Paying Agent set forth on the front cover page of this Company Notice, a properly completed and duly executed Notice of Guaranteed Delivery (by facsimile transmission, mail or hand delivery) substantially in the form enclosed herewith, setting forth the name(s) and address(es) of the Holder(s) and the principal amount at maturity of Debentures being surrendered for purchase, and stating that the surrender is being made thereby and guaranteeing that, within three NYSE trading days after the date of execution of the Notice of Guaranteed Delivery, a properly completed and executed Purchase Notice (or a manually signed facsimile thereof), together with any required signature guarantees (or in the case of a book-entry transfer, an agent's message) and certificates evidencing the Debentures (or confirmation of book-entry transfer of such Debentures into the Paying Agent's account with DTC), and any other documents required by the Purchase Notice, will be deposited by such Eligible Institution with the Paying Agent; and
- such Purchase Notice (or manually signed facsimile thereof), properly completed and duly executed, with any required signature guarantees (or in the case of a book-entry transfer, an agent's message), together with certificates for all physically delivered Debentures in proper form for transfer (or confirmation of book-entry transfer of such Debentures into the Paying Agent's account with DTC) and all other required documents are received by the Paying Agent within three NYSE trading days after the date of execution of the Notice of Guaranteed Delivery.

The term "agent's message" means a message, transmitted to DTC and received by the Paying Agent and forming a part of a book-entry transfer, that states that DTC has received an express acknowledgement that the beneficial owner of the Debentures agrees to be bound by the Purchase Notice and that the Company may enforce the Purchase Notice against such person.

Under no circumstances will Debentures accrete in value by reason of any delay in making payment to any person using the guaranteed delivery procedures. The Purchase Price

for Debentures surrendered pursuant to the guaranteed delivery procedures will be the same as that for Debentures delivered to the Paying Agent on or before the Purchase Date.

4. RIGHT OF WITHDRAWAL. Debentures surrendered for purchase may be withdrawn at any time prior to 5:00 p.m., New York City time, on the Purchase Date. You may also withdraw surrendered Debentures at any time after the expiration of 40 business days from the date of this Company Notice if your Debentures have not yet been accepted for payment. In order to withdraw your Debentures you must deliver to the Paying Agent a validly executed notice of withdrawal, substantially in the form enclosed herewith, containing:

- the certificate number(s) and principal amount of the Debentures with respect to which such notice of withdrawal is being submitted;
- the principal amount at maturity, if any, of such Debentures which remain subject to the original Purchase Notice and which have been or will be delivered for purchase by the Company; and
- the signature of the Holder in the same manner as the original signature on the Purchase Notice by which such Debentures were surrendered for purchase.

The signature on the notice of withdrawal must be guaranteed by an Eligible Institution unless such Debentures have been surrendered for the account of an Eligible Institution. Holders that withdraw through DTC need not submit a physical notice of withdrawal to the Paying Agent if such Holders comply with the withdrawal procedures of DTC. Any Debentures properly withdrawn will be deemed not validly surrendered for purposes of the Option. Withdrawn Debentures may be re-surrendered by following the surrender procedures described in Section 3 above.

5. PAYMENT FOR SURRENDERED DEBENTURES. The Purchase Price for any Debentures validly surrendered for purchase and not withdrawn shall be paid to the Holder promptly following the later of the Purchase Date and the time of delivery of the Debentures to the Paying Agent. Each Holder of a beneficial interest in the Debentures that has properly delivered such beneficial interest for purchase by the Company through DTC and not validly withdrawn such delivery prior to 5:00 p.m., New York City time, on the Purchase Date, will receive the Purchase Price through the facilities of DTC promptly following the Purchase Date.

The total amount of funds required by the Company to purchase all of the Debentures is approximately \$74,000,000 (assuming all outstanding Debentures are validly surrendered for purchase and accepted for payment). In the event any Debentures are surrendered and accepted for payment, the Company intends to use its cash on hand to purchase the Debentures. The Company does not believe that it requires an alternative financing plan.

6. DEBENTURES ACQUIRED. Any Debentures purchased by the Company pursuant to the Option will be cancelled by the Trustee, pursuant to the terms of the Indenture.

7. PLANS OR PROPOSALS OF THE COMPANY AND WESTERN DIGITAL. The data storage design and manufacturing industry is highly competitive. In the normal course of business, Western Digital and the Company are continuously pursuing potential acquisitions and/or dispositions that we believe would enhance our operating results. Western Digital and the

Company expect to continue to pursue such acquisitions and dispositions under appropriate circumstances. The consideration used in such acquisitions may be debt (which may be senior or pari passu to the Debentures) or equity of the Company or Western Digital. The Company and Western Digital currently have no plans which we believe would be material to a Holder's decision to surrender Debentures for purchase in the Option, which relate to or which would result in:

- - any extraordinary transaction, such as a merger, reorganization or liquidation, involving the Company, Western Digital or any of their respective subsidiaries;
- - any purchase, sale or transfer of a material amount of assets of the Company, Western Digital or any of their respective subsidiaries;
- - any material change in the present dividend rate or policy, or indebtedness or capitalization of the Company or Western Digital;
- - any change in the present board of directors or management of the Company or Western Digital, including, but not limited to, any plans or proposals to change the number or the term of directors or to fill any existing vacancies on the board or to change any material term of the employment contract of any executive officer;
- - any other material change in the corporate structure or business of the Company or Western Digital;
- - any class of equity security of the Company or Western Digital to be delisted from a national securities exchange or cease to be authorized to be quoted in an automated quotation system operated by a national securities association;
- - any class of equity security of the Company or Western Digital becoming eligible for termination of registration under Section 12(g)(4) of the Exchange Act;
- - the suspension of the obligation of the Company or Western Digital to file reports under Section 15(d) of the Exchange Act;
- - the acquisition by any person of additional securities of the Company or Western Digital, or the disposition of securities of the Company or Western Digital; or
- - any changes in the charter, bylaws or other governing instruments of the Company or Western Digital or other actions that could impede the acquisition of control of the Company or Western Digital.

8. INTERESTS OF DIRECTORS, EXECUTIVE OFFICERS AND AFFILIATES OF THE COMPANY AND WESTERN DIGITAL IN THE DEBENTURES. To the knowledge of the Company and Western Digital:

- - none of the Company, Western Digital or their respective executive officers, directors, subsidiaries or other affiliates beneficially own any of the Debentures;
- - none of the officers or directors of the subsidiaries of the Company or Western Digital beneficially own any of the Debentures;

- - the Company will not purchase any Debentures from such persons; and
- - during the 60 days preceding the date of this Company Notice, none of the Company, Western Digital or such officers, directors or affiliates have engaged in any transactions in the Debentures.

A list of the directors and executive officers of Western Digital and the Company is attached to this Company Notice as Annex A. As of January 15, 2003, Western Digital's 12 executive officers and directors as a group beneficially owned 4,999,400 shares of common stock of Western Digital, 3,629,216 of which could have been acquired within 60 days after January 15, 2003, through the exercise of stock options. In connection with their services to the Company and Western Digital, each of our directors and executive officers has entered into one or more agreements with Western Digital pursuant to which such executive officer or director has been granted stock options, phantom stock units and/or restricted stock of Western Digital.

Except as described above, none of the Company, Western Digital or, to our knowledge, any of our affiliates, directors or executive officers, is a party to any contract, arrangement, understanding or agreement with any other person relating, directly or indirectly, to the Option or with respect to any of our securities, including, but not limited to, any contract, arrangement, understanding or agreement concerning the transfer or the voting of the securities, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss or the giving or withholding of proxies, consents or authorizations.

9. PURCHASES OF DEBENTURES BY THE COMPANY, WESTERN DIGITAL AND THEIR RESPECTIVE AFFILIATES. We and our affiliates, including our executive officers and directors, will be prohibited under applicable federal securities laws from purchasing Debentures (or the right to purchase Debentures) outside of the Option until at least the tenth business day after the Purchase Date. Following such time, if any Debentures remain outstanding, we and our affiliates may purchase Debentures in the open market, in private transactions, through a subsequent tender offer, or otherwise, any of which may be consummated at purchase prices higher or lower than the Purchase Price. Any decision to purchase Debentures after the Option will depend upon many factors, including the market price of the Debentures, the amount of Debentures surrendered for purchase pursuant to the Option, the business and financial position of the Company and Western Digital and general economic and market conditions.

#### 10. TAX CONSIDERATIONS.

10.1 U.S. FEDERAL INCOME TAX CONSIDERATIONS. The following discussion, which is for general information only, is a summary of the material U.S. federal income tax considerations relating to the surrender of Debentures for purchase pursuant to the Option. This discussion does not purport to be a complete analysis of all potential tax effects of the Option. This summary is based upon laws, regulations, rulings and decisions currently in effect, all of which are subject to change or differing interpretations at any time, possibly with retroactive effect. Moreover, this summary applies only to Holders who hold Debentures as "capital assets" within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the "Code"), and does not purport to deal with persons in special tax situations, such as financial institutions, insurance companies, regulated investment companies, tax exempt investors, dealers in Debentures and currencies, U.S. expatriates, persons holding Debentures

as a position in a "straddle," "hedge," "conversion" or other integrated transaction for tax purposes, or U.S. Holders (as defined below) whose functional currency is not the U.S. dollar. Further, this discussion does not address the consequences under U.S. federal estate or gift tax laws or the laws of any U.S. state or locality or any foreign jurisdiction.

For purposes of this discussion, a "U.S. Holder" means a beneficial owner of Debentures that is, for U.S. federal income tax purposes:

- - a citizen or resident of the United States;
- - a corporation (or other entity that has elected to be treated as a corporation) created or organized in or under the laws of the United States or any political subdivision thereof;
- - an estate the income of which is subject to U.S. federal income tax regardless of its source;
- - a trust if a court within the United States is able to exercise primary jurisdiction over its administration and one or more U.S. persons have authority to control all of its substantial decisions; and
- - certain electing trusts that were in existence and treated as U.S. trusts on August 20, 1996.

As used herein, the term "non-U.S. Holder" means a beneficial owner of Debentures, other than a partnership, that is not a U.S. Holder as defined above. The tax treatment of a partnership that holds Debentures will generally depend on the status of the partners and the activities of the partnership. Holders that are partnerships should consult their own tax advisors about the U.S. federal income tax consequences of surrendering Debentures pursuant to the Option.

10.2. SALE OF DEBENTURES PURSUANT TO THE OPTION. A U.S. Holder who receives cash in exchange for Debentures pursuant to the Option will recognize taxable gain or loss equal to the difference between (1) the amount of cash received, and (2) the Holder's adjusted tax basis in the Debentures surrendered. A U.S. Holder's adjusted tax basis in the Debentures will generally equal the U.S. Holder's cost of the Debentures increased by any original issue discount previously included in income by such Holder with respect to such Debentures. Subject to the market discount rules discussed below, such gain or loss generally will be capital gain or loss, and will be long-term capital gain or loss if the Holder held the Debentures for more than one year. Long-term capital gain of non-corporate taxpayers is generally subject to a maximum tax rate of 20%. The deductibility of capital losses is subject to limitations.

A U.S. Holder who acquired Debentures at a market discount generally will be required to treat any gain recognized upon the purchase of its Debentures pursuant to the Option as ordinary income rather than capital gain to the extent of the accrued market discount, unless the U.S. Holder elected to include market discount in income as it accrued. Subject to a de minimis exception, "market discount" generally equals the excess of the "adjusted issue price" (the sum of the issue price of the Debentures and the aggregate amount of original issue discount

includible in gross income by all prior holders of the Debentures) of the Debentures at the time acquired by the Holder over the Holder's initial tax basis in the Debentures.

A non-U.S. Holder who receives cash in exchange for Debentures pursuant to the Option generally will not be subject to U.S. federal income tax on any gain recognized, unless (1) the gain is effectively connected with the conduct by such non-U.S. Holder of a trade or business, or, in the case of a treaty resident, is attributable to a permanent establishment or a fixed base in the United States, or (2) such non-U.S. Holder is an individual who is present in the U.S. for 183 days or more in the taxable year of disposition and certain other conditions are met, in which case the gain will be taxable in the same manner as described above with respect to U.S. Holders.

10.3. BACKUP WITHHOLDING. Under the backup withholding provisions of the Code, a U.S. Holder who surrenders Debentures for purchase will generally be subject to backup withholding at the rate of 30% of any gross payment if such Holder fails to provide a certified Taxpayer Identification Number (Employer Identification Number or Social Security Number). U.S. Holders electing to surrender Debentures should complete the Substitute Form W-9 which is part of the Purchase Notice and attach it to the Debentures being surrendered. If you are a U.S. Holder exempt from backup withholding under the Code, please provide your Taxpayer Identification Number and so indicate in Part 2 of the Substitute Form W-9. If a non-U.S. Holder holds Debentures through the non-U.S. office of a non-U.S. related broker or financial institution, backup withholding and information reporting generally will not be required. Information reporting, and possibly backup withholding, may apply if the Debentures are held by a non-U.S. Holder through a U.S. broker or financial institution or the U.S. office of a non-U.S. broker or financial institution and the non-U.S. Holder fails to provide appropriate information (on Form W-8BEN or other applicable form). Non-U.S. Holders should consult their tax advisors with respect to the application of U.S. information reporting and backup withholding rules to the disposition of Debentures pursuant to the Option.

ALL DESCRIPTIONS OF TAX CONSIDERATIONS ARE FOR YOUR GUIDANCE ONLY AND ARE NOT TAX ADVICE. WE RECOMMEND THAT YOU CONSULT WITH YOUR TAX AND FINANCIAL ADVISORS WITH RESPECT TO THE TAX CONSEQUENCES OF SURRENDERING YOUR DEBENTURES FOR PURCHASE, INCLUDING THE APPLICABILITY AND EFFECT OF STATE, LOCAL AND FOREIGN TAX LAWS, BEFORE SURRENDERING YOUR DEBENTURES.

11. ADDITIONAL INFORMATION. Western Digital is subject to the reporting and other informational requirements of the Exchange Act and, in accordance therewith, files reports, proxy statements and other information with the Securities and Exchange Commission (the "SEC"). Such reports, proxy statements and other information can be inspected and copied at the Public Reference Section of the SEC located at Room 1024, Judiciary Plaza, 450 Fifth Street, N.W., Washington D.C. 20549. Copies of such material can be obtained from the Public Reference Section of the SEC at prescribed rates. Such material may also be accessed electronically by means of the SEC's home page on the Internet at [www.sec.gov](http://www.sec.gov). Such reports and other information concerning Western Digital may also be inspected at the offices of the NYSE located at 20 Broad Street, New York, New York 10005.

Western Digital and the Company have filed with the SEC a Tender Offer Statement on Schedule TO, pursuant to Section 13(e)(4) of the Exchange Act and Rule 13e-4 promulgated

thereunder, furnishing certain information with respect to the Option. The Tender Offer Statement on Schedule T0, together with any exhibits and any amendments thereto, may be examined and copies may be obtained at the same places and in the same manner as set forth above.

The documents listed below contain important information about Western Digital, the Company and their financial condition:

- - Western Digital's annual report on Form 10-K for its fiscal year ended June 28, 2002, filed with the SEC on September 25, 2002;
- - All other reports filed by Western Digital with the SEC pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the Form 10-K mentioned above;
- - All documents filed with the SEC by Western Digital pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act subsequent to the date of this Company Notice;
- - The description of Western Digital's common stock contained in Western Digital's Registration Statement on Form 8-B (No. 1-08703), filed with the SEC on April 3, 1987, and any amendments or reports filed for the purpose of updating such description; and
- - The description of Western Digital's preferred stock purchase rights contained in Western Digital's Registration Statement on Form 8-A12B (No. 1-08703), filed with the SEC on April 6, 2001, and any amendments or reports filed for the purpose of updating such description.

In the event of conflicting information in these documents, the information in the latest filed documents should be considered correct.

12. NO SOLICITATIONS. We have not employed any persons to make solicitations or recommendations in connection with the Option.

13. DEFINITIONS. All capitalized terms used but not specifically defined herein shall have the meanings given such terms in the Indenture.

14. CONFLICTS. In the event of any conflict between this Company Notice and the accompanying Purchase Notice on the one hand and the terms of the Indenture or any applicable laws on the other hand, the terms of the Indenture or applicable laws, as the case may be, will control.

NONE OF THE COMPANY, WESTERN DIGITAL, OR THEIR RESPECTIVE BOARDS OF DIRECTORS OR EMPLOYEES IS MAKING ANY RECOMMENDATION TO ANY HOLDER AS TO WHETHER TO SURRENDER OR REFRAIN FROM SURRENDERING DEBENTURES PURSUANT TO THIS COMPANY NOTICE. EACH HOLDER MUST MAKE HIS OR HER OWN DECISION WHETHER TO SURRENDER HIS OR HER DEBENTURES AND, IF SO, THE PRINCIPAL AMOUNT OF DEBENTURES TO SURRENDER BASED ON THEIR OWN ASSESSMENT OF CURRENT MARKET VALUE AND OTHER RELEVANT FACTORS.

Western Digital Technologies, Inc.  
Western Digital Corporation

January 17, 2003

ANNEX A

MEMBERS OF OUR BOARD OF DIRECTORS AND OUR EXECUTIVE OFFICERS

The following table sets forth the names of each of the members of our Board of Directors and our executive officers.

NAME - - - - -	POSITION(S) HELD -----
Matthew E. Massengill	Chairman and Chief Executive Officer
Thomas E. Pardun	Director
I.M. Booth	Director
Peter D. Behrendt	Director
Kathleen A. Cote	Director
Henry T. DeNero	Director
Michael D. Lambert	Director
Roger H. Moore	Director
Arif Shakeel	President and Chief Operating Officer
D. Scott Mercer	Senior Vice President and Chief Financial Officer
David C. Fetah	Vice President, Human Resources
Raymond M. Bukaty	Vice President, General Counsel and Secretary

The business address of each person set forth above is c/o Western Digital Corporation, 20511 Lake Forest Drive, Lake Forest, California 92630-7741. The telephone number there is (949) 672-7000.

PURCHASE NOTICE  
TO SURRENDER  
WESTERN DIGITAL TECHNOLOGIES, INC.  
ZERO COUPON CONVERTIBLE  
SUBORDINATED DEBENTURES DUE 2018

CUSIP NUMBERS: 958102AF2 AND 958102AH8

PURSUANT TO THE COMPANY NOTICE  
DATED JANUARY 17, 2003

This Purchase Notice relates to the purchase of Zero Coupon Convertible Subordinated Debentures due 2018 (the "Debentures") of Western Digital Technologies, Inc., a Delaware corporation (the "Company"), at the option of the holder thereof, pursuant to the terms and conditions specified in paragraph 6 of the Debentures and as set forth in the Indenture, dated February 18, 1998, as amended (the "Indenture"), between the Company and U.S. Bank, N.A., as successor to State Street Bank and Trust Company of California, N.A. (the "Paying Agent").

YOUR RIGHT TO SURRENDER YOUR DEBENTURES TO THE COMPANY FOR PURCHASE WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON TUESDAY, FEBRUARY 18, 2003 (THE "PURCHASE DATE"). HOLDERS OF DEBENTURES (THE "HOLDERS") MUST VALIDLY SURRENDER DEBENTURES, AND NOT HAVE WITHDRAWN SUCH DEBENTURES, PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON FEBRUARY 18, 2003, IN ORDER TO RECEIVE \$459.64 PER \$1,000 PRINCIPAL AMOUNT AT MATURITY OF DEBENTURES ("PRINCIPAL AMOUNT"). DEBENTURES SURRENDERED FOR PURCHASE MAY BE WITHDRAWN AT ANY TIME PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON TUESDAY, FEBRUARY 18, 2003.

The addresses for the Paying Agent are as follows:

In Person:

By Registered or Certified Mail or Overnight

-----

-----  
Courier:  
-----

Paula Oswald  
U.S. Bank, N.A.  
633 West Fifth Street, 12th Floor  
Los Angeles, California 90071  
(213) 362-7338 (phone)  
(213) 362-7357 (fax)

U.S. Bank, N.A.  
2 Avenue de Lafayette  
Corporate Trust Window, 5th Floor  
Boston, MA 02111-1724

or

U.S. Bank, N.A.  
61 Broadway, 15th Floor  
New York, NY 10006  
Attention: Corporate Trust Administration -  
Western Digital Technologies, Inc.  
Zero Coupon Convertible Subordinated  
Debentures due 2018

THE INSTRUCTIONS ACCOMPANYING THIS PURCHASE NOTICE SHOULD BE READ CAREFULLY BEFORE THIS PURCHASE NOTICE IS COMPLETED.

This Purchase Notice can be used only if:

- certificates representing Debentures are to be physically delivered with it to the Paying Agent, or
- a surrender of Debentures is being made concurrently by book-entry transfer to the Paying Agent's account at Depository Trust Company ("DTC") through DTC's Participant Terminal System for handling put bonds, subject to the terms and procedures of that system. Holders that surrender through DTC need not submit a physical Purchase Notice to the Paying Agent if such Holders comply with the transmittal procedures of DTC.

Any beneficial owner whose Debentures are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to surrender such Debentures should contact such registered holder of the Debentures promptly and instruct such registered holder to surrender on behalf of the beneficial owner.

DELIVERY OF THIS PURCHASE NOTICE AND ALL OTHER REQUIRED DOCUMENTS TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE DOES NOT CONSTITUTE VALID DELIVERY TO THE PAYING AGENT. DELIVERY OF DOCUMENTS TO DTC, THE COMPANY OR WESTERN DIGITAL CORPORATION DOES NOT CONSTITUTE DELIVERY TO THE PAYING AGENT. THE METHOD OF DELIVERY OF ALL DOCUMENTS, INCLUDING CERTIFICATES REPRESENTING DEBENTURES, IS AT THE RISK OF THE HOLDER. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. YOU MUST SIGN THIS PURCHASE NOTICE IN THE APPROPRIATE SPACE PROVIDED THEREFOR, WITH SIGNATURE GUARANTEE IF REQUIRED, AND COMPLETE THE SUBSTITUTE FORM W-9 SET FORTH BELOW. SEE INSTRUCTIONS 1, 2 AND 12.

DESCRIPTION OF DEBENTURES BEING SURRENDERED FOR PURCHASE

Name(s) and Address(es) of Registered  
Holder(s) (Please fill in exactly as name(s)  
appear(s) on Debentures)(1)

Debentures Being Surrendered for Purchase  
(Attach additional signed list, if necessary)

Debenture Certificate Number(s)(2)	Principal Amount Represented by Debentures(2)	Principal Amount Surrendered for Purchase(3)
--	---	--

Total Amount  
Surrendered for  
Purchase

- (1) Must correspond exactly to the name(s) that appear(s) on the certificate(s) for the Debentures and the Paying Agent's record of registered holders or, if surrendered by a DTC participant, exactly as such participant's name(s) and address(es) appear(s) on the security position listing of DTC.
- (2) Need not be completed if Debentures are being surrendered for purchase by book-entry transfer.
- (3) If you desire to surrender for purchase less than the entire principal amount evidenced by the Debentures listed above, please indicate in this column the portion of the principal amount of such Debentures that you wish to surrender, otherwise, the entire principal amount evidenced by such Debentures will be deemed to have been surrendered for purchase.

METHOD OF DELIVERY

- CHECK HERE IF DEBENTURES ARE BEING PHYSICALLY DELIVERED HERewith.
- CHECK HERE IF DEBENTURES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO THE ACCOUNT MAINTAINED BY THE PAYING AGENT WITH DTC, AND COMPLETE THE FOLLOWING:

Name of Surrendering Institution: \_\_\_\_\_

DTC Account Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (with international dialing code): \_\_\_\_\_

Facsimile (with international dialing code): \_\_\_\_\_

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

Transaction Code Number: \_\_\_\_\_

NOTE: SIGNATURES MUST BE PROVIDED  
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

By execution of this Purchase Notice, each signatory hereof (the "undersigned") represents that the undersigned has received the Company Notice, dated January 17, 2003 (the "Company Notice"), of Western Digital Technologies, Inc., a Delaware corporation (the "Company"), which provides the notice to the holders (the "Holders") required pursuant to the Indenture dated February 18, 1998, as amended (the "Indenture"), between the Company and U.S. Bank, N.A., as successor to State Street Bank and Trust Company of California, N.A., a national banking association organized and existing under the laws of the United States of America (the "Paying Agent"), relating to the Company's Zero Coupon Convertible Subordinated Debentures due 2018 (the "Debentures"), and the Holder's right to surrender the Debentures for purchase by the Company in principal amounts equal to \$1,000 at maturity of the Debentures or integral multiples thereof for \$459.64 per \$1,000 principal amount thereof (the "Purchase Price"), upon the terms and subject to the conditions specified in paragraph 6 of the Debentures and as set forth in the Company Notice. Upon the terms and subject to the conditions set forth herein and the Indenture, and effective upon the acceptance for payment thereof, the undersigned hereby irrevocably sells, assigns and transfers all right and title to the Company in and to the Debentures surrendered hereby.

The undersigned hereby irrevocably constitutes and appoints the Paying Agent the true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that the Paying Agent also acts as the agent of the Company) with respect to such Debentures, with full power of substitution (such power-of-attorney being deemed to be an irrevocable power coupled with an interest) to (1) present such Debentures and all evidences of transfer and authenticity to, or transfer ownership of, such Debentures on the account books maintained by Depository Trust Company ("DTC") to, or upon the order of, the Company, (2) present such Debentures for transfer and cancellation on the books of the relevant security registrar, and (3) receive all benefits and otherwise exercise all rights of beneficial ownership of such Debentures, all in accordance with the terms of and conditions to the Company Notice and the Indenture.

The undersigned hereby represents and warrants that:

(a) the undersigned owns the Debentures surrendered hereby as contemplated by Rule 14e-4 promulgated under the Securities Exchange Act of 1934, as amended, and has full power and authority to validly surrender for purchase the Debentures surrendered hereby;

(b) when and to the extent the Company accepts such Debentures for payment, the Company will acquire good, marketable and unencumbered title to them, free and clear of all security interests, liens, charges, encumbrances, conditional sales agreements or other obligations relating to their surrender or transfer, and not subject to any adverse claim;

(c) on request, the undersigned will execute and deliver any additional documents that the Paying Agent or the Company deems necessary or desirable to complete the surrender for purchase of the Debentures surrendered hereby and accepted for payment; and

(d) the undersigned has read and agrees to all of the terms of the Company Notice and this Purchase Notice.

The undersigned understands that surrender of the Debentures is not made in acceptable form until receipt by the Paying Agent of this Purchase Notice, duly completed and signed, together with all accompanying evidence of authority in form satisfactory to the Company in its sole discretion (which may delegate power in whole or in part to the Paying Agent), or, in the case of a book-entry transfer, of an agent's message. All questions as to form of documents, eligibility, validity (including time of receipt) and acceptance for payment of any surrender of Debentures for purchase hereunder will be determined by

the Company in its sole discretion (which may delegate power in whole or in part to the Paying Agent) and such determination shall be final and binding on all parties.

The undersigned understands that all Debentures properly surrendered for purchase and not withdrawn prior to 5:00 p.m., New York City time, on Tuesday, February 18, 2003 (the "Purchase Date") will be purchased at the Purchase Price, in cash, upon the terms and conditions specified in paragraph 6 of the Debentures and as set forth in the Company Notice. The undersigned understands that acceptance of the Debentures by the Company for payment will constitute a binding agreement between the undersigned and the Company upon the terms and subject to the conditions of the Indenture and this Purchase Notice.

The check for the aggregate Purchase Price for such of the Debentures surrendered hereby as are purchased will be issued to the order of the undersigned and mailed to the address indicated above, unless otherwise indicated in the boxes entitled "Special Issuance Instructions" or "Special Delivery Instructions" herein. In the event that the boxes entitled "Special Issuance Instructions" and/or "Special Delivery Instructions" are completed, the check will be issued in the name of and the payment of the aggregate Purchase Price mailed to the address so indicated.

All authority conferred or agreed to be conferred in this Purchase Notice shall not be affected by, and shall survive the death or incapacity of the undersigned, and any obligations of the undersigned under this Purchase Notice shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

NOTE: SIGNATURES MUST BE PROVIDED.  
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

SPECIAL ISSUANCE  
INSTRUCTIONS

(SEE INSTRUCTIONS 2, 4, 5 AND 6)

To be completed ONLY if Debentures not surrendered or not purchased and/or any check for the aggregate Purchase Price of Debentures purchased are to be issued in the name of and sent to someone other than the undersigned, or if Debentures surrendered by book-entry transfer that are not accepted for purchase are to be credited to an account maintained at DTC other than the one designated above.

Issue Check and/or Debentures to:

Name: \_\_\_\_\_  
(Please Print)

Address: \_\_\_\_\_

-----  
(Include Zip Code)

-----  
(Taxpayer Identification Number or  
Social Security Number)

Credit unpurchased Debentures by book-entry to DTC account number:

-----  
(DTC Account Number)

-----  
(Account Party)

SPECIAL DELIVERY  
INSTRUCTIONS

(SEE INSTRUCTIONS 2, 4, 5 AND 6)

To be completed ONLY if Debentures not surrendered or not purchased and/or any check for the aggregate Purchase Price of Debentures purchased, issued in the name of the undersigned, are to be sent to someone other than the undersigned, or to the undersigned at an address other than that indicated above.

Mail Check and/or Debentures to:

Name: \_\_\_\_\_  
(Please Print)

Address: \_\_\_\_\_

-----  
(Include Zip Code)

SIGN HERE

(SEE INSTRUCTIONS 1 AND 5)

(PLEASE COMPLETE SUBSTITUTE FORM W-9)

Must be signed by registered Holder(s) exactly as name(s) appear(s) on the Debentures or on a security position listing or by person(s) authorized to become registered Holder(s) of the Debentures by documents transmitted with this Purchase Notice. If the signature is by an attorney-in-fact, executor, administrator, trustee, guardian, partner, officer of a corporation or another person acting in a fiduciary or representative capacity, please set forth the signer's full title.

-----  
-----  
Signature(s) of Holder(s)

Date: \_\_\_\_\_, 2003  
-----

Name(s): \_\_\_\_\_  
-----

-----  
(Please Print)

Capacity: \_\_\_\_\_  
-----

Area Code(s) and Telephone Number(s): \_\_\_\_\_  
-----

Tax Id./S.S. No.: \_\_\_\_\_  
(Taxpayer Identification Number(s) or Social Security Number(s))

Address: \_\_\_\_\_  
(Include Zip Code)

GUARANTEE OF SIGNATURE(S)

(SEE INSTRUCTIONS 2 AND 5)

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
-----

Title: \_\_\_\_\_  
-----

Name of Eligible Institution: \_\_\_\_\_  
-----

Address: \_\_\_\_\_  
-----

Area Code and Telephone Number: \_\_\_\_\_  
-----

Date: \_\_\_\_\_, 2003  
-----

## INSTRUCTIONS

### FORMING PART OF THE TERMS AND CONDITIONS OF THIS PURCHASE NOTICE

1. Delivery of Purchase Notice and Debentures. This Purchase Notice can be used only if Debentures are to be delivered with it to the Paying Agent or a surrender of Debentures is being made concurrently by book-entry transfer to the Paying Agent's account at DTC. Holders that surrender through DTC need not submit a physical Purchase Notice to the Paying Agent if such Holders comply with the transmittal procedures of DTC. Debentures or confirmation of the delivery of Debentures by book-entry transfer to the Paying Agent through DTC, together with a properly completed and duly executed Purchase Notice or agent's message and any other required documents, should be delivered to the Paying Agent at the appropriate address set forth on the first page of this Purchase Notice and must be received by the Paying Agent prior to 5:00 p.m., New York City time, on Tuesday, February 18, 2003. The term "agent's message" means a message transmitted to DTC and received by the Paying Agent and forming a part of a book-entry transfer, that states that DTC has received an express acknowledgement that the undersigned agrees to be bound by this Purchase Notice and that the Company may enforce this Purchase Notice against the undersigned. Delivery of documents to DTC, the Company or Western Digital Corporation does not constitute delivery to the Paying Agent.

The method of delivery of all documents, including Debentures, this Purchase Notice and any other required documents, is at the election and risk of the surrendering Holder(s). If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended.

The Company will not accept any alternative, conditional or contingent surrenders. Each surrendering Holder, by execution of this Purchase Notice, waives any right to receive any notice of the acceptance of his or her surrender.

2. Guarantee of Signatures. No signature guarantee is required if either:

(a) this Purchase Notice is signed by the registered Holder(s) of the Debentures (which term, for purposes of this Purchase Notice, includes any participant in DTC whose name appears on a security position listing as the Holder of such Debentures) surrendered with the Purchase Notice, unless such Holder has completed the box entitled "Special Issuance Instructions" and/or "Special Delivery Instructions" above; or

(b) the Debentures surrendered with this Purchase Notice are surrendered for the account of an eligible guarantor institution, as defined in Rule 17Ad-15 under the Exchange Act (each, an "Eligible Institution").

In all other cases an Eligible Institution must guarantee the signatures on this Purchase Notice. See Instruction 5.

3. Inadequate Space. If the space provided in the box captioned "Description of Debentures Being Surrendered for Purchase" is inadequate, the Debenture certificate numbers,

the principal amount represented by the Debentures and the principal amount surrendered should be listed on a separate signed schedule and attached to this Purchase Notice.

4. Partial Surrenders and Unpurchased Debentures. (Not applicable to Holders who surrender by book-entry transfer.) If less than all of the principal amount evidenced by the Debentures is to be surrendered for purchase, fill in the portion of the principal amount of such Debentures which is to be surrendered in the column entitled "Principal Amount Surrendered for Purchase" in the box entitled "Description of Debentures Being Surrendered for Purchase." In such case, a new certificate for the remainder of the Debentures evidenced by the old certificate will be issued and sent to the registered Holder(s), unless otherwise specified in the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" in this Purchase Notice, as promptly as practicable following the Purchase Date; provided, however, that each Debenture purchased and each new Debenture issued shall be in a principal amount at maturity of \$1,000 or integral multiples thereof. The full principal amount of Debentures listed and delivered to the Paying Agent is deemed to have been surrendered unless otherwise indicated.

5. Signatures on Purchase Notice.

(a) If this Purchase Notice is signed by the registered Holder(s) of the Debentures surrendered for purchase hereby, the signature(s) must correspond exactly with the name(s) as written on the face of the Debentures without any change whatsoever.

(b) If the Debentures are registered in the names of two or more joint Holders, each such Holder must sign this Purchase Notice.

(c) If any surrendered Debentures are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate Purchase Notices as there are different registrations of Debentures.

(d) (Not applicable to Holders who surrender by book-entry transfer.) When this Purchase Notice is signed by the registered Holder(s) of the Debentures and transmitted hereby no endorsements of Debentures is required. If this Purchase Notice is signed by a person other than the registered Holder(s) of the Debentures listed, the assignment form on the Debentures must be completed and signed by the registered Holder, exactly as the name(s) of the registered Holder(s) appear on the Debentures and signature(s) on such Debentures must be guaranteed by an Eligible Institution. See Instruction 2.

(e) If this Purchase Notice is signed by attorneys-in-fact, executors, administrators, trustees, guardians, partners, officers of corporations or other persons acting in a fiduciary or representative capacity, such persons should so indicate when signing and must submit proper evidence satisfactory to the Company of their authority so to act.

6. Special Payment and Special Delivery Instructions. The Holder(s) signing this Purchase Notice should indicate in the applicable box or boxes the name and address to which Debentures for principal amounts not surrendered or checks for payment of the aggregate Purchase Price are to be issued or sent, if different from the name and address of such Holder(s). In the case of issuance in a different name, the taxpayer identification or social security number of the person named must also be indicated. If no instructions are given, Debentures not surrendered will be returned to the Holder(s). Any Holder(s) surrendering by

book-entry transfer may request that Debentures not surrendered be credited to such account at DTC as such Holder(s) may designate under the caption "Special Issuance Instructions." If no such instructions are given, any such Debentures not surrendered will be returned by crediting the account at DTC designated above.

7. Irregularities. The Company will determine, in its sole discretion, all questions as to the form of documents, eligibility, validity (including time of receipt) and acceptance for payment of any surrender of Debentures and its determinations shall be final and binding on all parties. The Company reserves the absolute right to reject any or all surrenders it determines not to be in proper form or the acceptance for payment of or payment for which may, in the opinion of the Company's counsel, be unlawful. The Company also reserves the absolute right to waive any defect or irregularity in the surrender of any particular Debentures. No surrender of Debentures will be deemed to be properly made until all defects and irregularities have been cured or waived. Unless waived, any defects or irregularities in connection with surrenders must be cured within such time as the Company shall determine. The Company's interpretation of the terms of this Purchase Notice (including these instructions) will be final and binding on all parties. None of Western Digital Corporation, the Company, the Paying Agent, or any other person is or will be obligated to give notice of any defects or irregularities in surrenders of Debentures and none of them will incur any liability for failure to give such notice.

8. Mutilated, Lost, Stolen or Destroyed Certificates for Debentures. Any Holder(s) whose certificates for Debentures have been mutilated, lost, stolen or destroyed should write to or telephone the Paying Agent at the address or telephone number set forth below:

U.S. Bank, N.A.  
633 West Fifth Street, 12th Floor  
Los Angeles, California 90071  
Attn: Paula Oswald  
Telephone: (213) 362-7338

The Holder will then be instructed by the Paying Agent as to the steps that must be taken in order to replace the certificates. This Purchase Notice and related documents cannot be processed until the procedures for replacing mutilated, lost, stolen or destroyed certificates have been followed.

9. Questions and Requests for Assistance and Additional Copies. Questions and requests for assistance may be directed to Steven M. Slavin, the Company's Vice President, Taxes and Treasurer, at (949) 672-7826, and additional copies of the Company Notice and this Purchase Notice may also be obtained from the Paying Agent at its addresses set forth above or the Company's Investor Relations at (800) 695-6399.

10. Withdrawal Rights. You may withdraw previously surrendered Debentures at any time until 5:00 p.m., New York City time, on February 18, 2003. You may also withdraw surrendered Debentures at any time after the expiration of 40 business days from the date of the Company Notice if your Debentures have not yet been accepted for payment. See Section 4 of the Company Notice for a more detailed description of withdrawal rights.

11. Transfer Taxes. Except as set forth in this Instruction 11, the Company will pay or cause to be paid any transfer taxes with respect to the transfer and purchase of Debentures

to it, or to its order, pursuant to the Company Notice. If payment of the Purchase Price is to be made to, or if Debentures not surrendered or purchased are to be registered in the name of, any persons other than the registered Holders, or if surrendered Debentures are registered in the name of any persons other than the persons signing this Purchase Notice, the amount of any transfer taxes (whether imposed on the registered Holder(s) or such other person) payable on account of the transfer to such other person will be deducted from the Purchase Price unless satisfactory evidence of the payment of such taxes or an exemption therefrom is submitted.

12. Taxpayer Identification Number. Each Holder surrendering Debentures is required to provide the Paying Agent with the Holder's correct taxpayer identification number ("TIN"), generally the Holder's Social Security or federal employer identification number, and certain other information, on Substitute Form W-9, which is provided below, or, alternatively, to establish another basis for exemption from backup withholding. Additionally, a Holder must cross out item (2) in the Certification box on Substitute Form W-9 if the Holder is subject to backup withholding. Failure to provide the information on the form may subject the Holder to a \$50 penalty imposed by the Internal Revenue Service and 30% federal income tax backup withholding on the payments made to the Holder or to the payee with respect to Debentures purchased pursuant to the Company Notice. The box in Part 3 of the form should be checked if the Holder has not been issued a TIN and has applied for a TIN or intends to apply for a TIN within 60 days, thereafter the Paying Agent will withhold 30% on all payments of the Purchase Price until a TIN is provided to the Paying Agent. If this applies, the Holder must complete the "Certificate of Awaiting Taxpayer Identification Number" below.

Certain Holders (including, among others, all corporations and certain foreign persons) are not subject to these backup withholding and reporting requirements. Exempt Holders should indicate their exempt status on the Substitute Form W-9. A foreign person may qualify as an exempt recipient by submitting to the Paying Agent a properly completed Internal Revenue Service Form W-8BEN, signed under penalties of perjury, attesting to that Holder's exempt status. A Form W-8BEN can be obtained from the Paying Agent. See the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional instructions.

If backup withholding applies, the Paying Agent is required to withhold 30% of any Purchase Price payments made to the Holder or to the payee. Backup withholding is not an additional federal income tax. Rather, the federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained by filing a tax return with the Internal Revenue Service. The Paying Agent cannot refund amounts withheld by reason of backup withholding.

#### PURPOSE OF SUBSTITUTE FORM W-9

To prevent backup withholding on Purchase Price payments made with respect to the Debentures surrendered pursuant to the Company Notice, the Holder is required to provide the Paying Agent with:

- the Holder's correct TIN (or, if applicable, the TIN of the payee) by completing the "Substitute Form W-9" below, certifying that the TIN provided on Substitute Form

W-9 is correct (or that such Holder is awaiting a TIN), that the Holder is a U.S. person (including a U.S. resident alien), and that:

- o such Holder is exempt from backup withholding,
- o the Holder has not been notified by the Internal Revenue Service that the Holder is subject to backup withholding as a result of failure to report all interest or dividends, or
- o the Internal Revenue Service has notified the Holder that the Holder is no longer subject to backup withholding; and

- if applicable, an adequate basis for exemption.

WHAT NUMBER TO GIVE THE PAYING AGENT

The Holder is required to give the Paying Agent his or her TIN (e.g., Social Security Number or Employer Identification Number). If the Debentures are held in more than one name or are held not in the name of the actual owner, consult the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional guidance on which number to report.

PAYER'S NAME: U.S. Bank, N.A. (formerly, State Street Bank and Trust Company of California, N.A.)

SUBSTITUTE

FORM W-9

DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE

PAYER'S REQUEST FOR TAXPAYER  
IDENTIFICATION NUMBER (TIN)

PART 1 - PLEASE PROVIDE YOUR TIN IN THE BOX TO THE RIGHT AND CERTIFY BY SIGNING AND DATING BELOW.

-----  
Social Security  
or  
-----  
Employer Identification Number

PART 2 - Certification - Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), (2) I am not subject to backup withholding because (i) I am exempt from backup withholding, (ii) I have not been notified by the Internal Revenue Service ("IRS") that I am subject to backup withholding as a result of failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien).

Certificate instructions - You must cross out item (2) in Part 2 above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding you receive another notification from the IRS stating that you are no longer subject to backup withholding, do not cross out item (2).

Signature  
-----

Name  
-----  
(Please Print)

Date  
-----

PART 3  
Awaiting TIN [ ]

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 30% OF ANY GROSS PAYMENTS MADE TO YOU PURSUANT TO THE OPTION. PLEASE REVIEW THE ENCLOSED "GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9" FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX IN PART 3 OF SUBSTITUTE FORM W-9.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalty of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office, or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number by the time of payment, 30% of all reportable payments made to me thereafter will be withheld until I provide such a number.

Signature \_\_\_\_\_ Date \_\_\_\_\_, 2003

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

IMPORTANT: YOUR RIGHT TO SURRENDER YOUR DEBENTURES TO THE COMPANY FOR PURCHASE WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON TUESDAY, FEBRUARY 18, 2003.

NOTICE OF WITHDRAWAL  
OF SURRENDER OF  
WESTERN DIGITAL TECHNOLOGIES, INC.  
ZERO COUPON CONVERTIBLE  
SUBORDINATED DEBENTURES DUE 2018

CUSIP NUMBERS: 958102AF2 AND 958102AH8

PURSUANT TO THE COMPANY NOTICE  
DATED JANUARY 17, 2003

THIS OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON FEBRUARY 18, 2003. REGISTERED HOLDERS OF DEBENTURES MUST SURRENDER THEIR DEBENTURES ON OR PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON FEBRUARY 18, 2003 IN ORDER TO RECEIVE THE PURCHASE PRICE. DEBENTURES SURRENDERED FOR PURCHASE MAY BE WITHDRAWN IF THE REGISTERED HOLDER SUBMITS AND THE PAYING AGENT RECEIVES THIS COMPLETED AND SIGNED NOTICE OF WITHDRAWAL NO LATER THAN 5:00 P.M., NEW YORK CITY TIME, ON FEBRUARY 18, 2003.

THIS NOTICE OF WITHDRAWAL SHOULD BE DELIVERED TO:

U.S. BANK, N.A.  
CORPORATE TRUST DEPARTMENT

633 WEST 5TH STREET  
12TH FLOOR  
LOS ANGELES, CALIFORNIA 90071

BY FACSIMILE:  
(213) 362-7357

CONFIRM BY TELEPHONE:  
(213) 362-7345

DELIVERY OF THIS NOTICE OF WITHDRAWAL TO AN ADDRESS, OR TRANSMISSION VIA FACSIMILE, OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. HOLDERS THAT SURRENDER THROUGH DTC NEED NOT SUBMIT A PHYSICAL NOTICE OF WITHDRAWAL TO THE PAYING AGENT IF SUCH HOLDERS COMPLY WITH THE TRANSMITTAL PROCEDURES OF DTC.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Company Notice dated January 17, 2003, and the accompanying Purchase Notice (the "Company Notice") of Western Digital Technologies, Inc., a Delaware corporation (the "Company") relating to the purchase by the Company, at the option of the holder thereof, of the Company's Zero Coupon Convertible Subordinated Debentures due 2018 (the "Debentures") for \$459.64 per \$1,000 principal amount at maturity of the Debentures, subject to the terms and conditions of the Indenture and the Option.

This Notice of Withdrawal is to be completed by registered holders of Debentures desiring to withdraw Debentures surrendered pursuant to the Company Notice if (1) Debentures have been previously surrendered for purchase to the Paying Agent, (2) delivery of such Debentures has been previously made by book-entry transfer to the Paying Agent's account at Depository Trust Company ("DTC") pursuant to the book-entry transfer procedures described under the caption "Procedures to be Followed by Holders Electing to Surrender Debentures for Purchase" in the Company Notice, or (3) a Notice of Guaranteed Delivery has been previously delivered to the Paying Agent with respect to such Debentures pursuant to the guaranteed delivery procedures described under the caption "Procedures to be Followed by Holders Electing to Surrender Debentures for Purchase - Notice of Guaranteed Delivery" in the Company Notice. The signature on this Notice of Withdrawal must be guaranteed by an Eligible Institution unless the Debentures to be withdrawn have been surrendered for the account of an Eligible Institution.



Name of Eligible Institution that Guaranteed Delivery: -----

Account Number: -----

Transaction Code Number: -----

SIGN HERE

(TO BE COMPLETED BY ALL REGISTERED HOLDERS OF DEBENTURES BEING WITHDRAWN)

Must be signed by the registered holder(s) of Debentures exactly as their name(s) appear(s) on the Debentures or on a security position listing or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with this Notice of Withdrawal. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, agent, or other person acting in a fiduciary or representative capacity, please set forth the signer's full title.

-----  
(Signature(s) of Registered Holder(s) or Authorized Signatory)

Dated: \_\_\_\_\_, 2003  
-----

Name(s): \_\_\_\_\_  
(Please Print)

Capacity (full title): \_\_\_\_\_

Address(es): \_\_\_\_\_  
(Include Zip Code)

Area Code(s) and Telephone Number(s): \_\_\_\_\_

GUARANTEE OF SIGNATURE(S)  
(THIS GUARANTEE MUST BE COMPLETED)

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Eligible Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Area Code and Telephone Number: \_\_\_\_\_

Dated: \_\_\_\_\_, 2003  
-----

NOTICE OF GUARANTEED DELIVERY  
OF SURRENDER OF  
WESTERN DIGITAL TECHNOLOGIES, INC.  
ZERO COUPON CONVERTIBLE  
SUBORDINATED DEBENTURES DUE 2018

CUSIP NUMBERS: 958102AF2 AND 958102AH8

PURSUANT TO THE COMPANY NOTICE  
DATED JANUARY 17, 2003

THIS OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON FEBRUARY 18, 2003. REGISTERED HOLDERS OF DEBENTURES MUST SURRENDER THEIR DEBENTURES FOR PURCHASE ON OR PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON FEBRUARY 18, 2003 IN ORDER TO RECEIVE THE PURCHASE PRICE. DEBENTURES SURRENDERED FOR PURCHASE MAY BE WITHDRAWN AT ANYTIME PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON FEBRUARY 18, 2003.

THIS NOTICE OF GUARANTEED DELIVERY SHOULD BE DELIVERED TO:

U.S. BANK, N.A.  
CORPORATE TRUST DEPARTMENT

633 WEST 5TH STREET  
12TH FLOOR  
LOS ANGELES, CALIFORNIA 90071

BY FACSIMILE:  
(213) 362-7357

CONFIRM BY TELEPHONE:  
(213) 362-7345

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS, OR TRANSMISSION VIA FACSIMILE, OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

THIS FORM IS NOT TO BE USED TO GUARANTEE SIGNATURES. IF A SIGNATURE ON THE PURCHASE NOTICE IS REQUIRED TO BE GUARANTEED UNDER THE INSTRUCTIONS THERETO, SUCH SIGNATURE GUARANTEE MUST APPEAR IN THE APPLICABLE SPACE PROVIDED IN THE SIGNATURE BOX IN THE PURCHASE NOTICE.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Company Notice dated January 17, 2003, and the accompanying Purchase Notice (the "Company Notice") of Western Digital Technologies, Inc., a Delaware corporation (the "Company"), relating to the purchase by the Company, at the option of the holder thereof, of the Company's Zero Coupon Convertible Subordinated Debentures due 2018 (the "Debentures") for \$459.64 per \$1,000 principal amount at maturity of the Debentures, subject to the terms and conditions of the Indenture and the Company Notice.

As set forth in the Company Notice, this Notice of Guaranteed Delivery, or one substantially equivalent to this form, must be used by a holder of the Debentures if the holder elects to have the Company purchase such Debentures, and (1) certificates representing such Debentures are not immediately available, (2) time will not permit your Purchase Notice, certificates representing such Debentures and all other required documents to reach the Paying Agent prior to 5:00 p.m., New York City time, on February 18, 2003, or (3) the procedures for delivery by book-entry transfer (including delivery of an agent's message) cannot be completed prior to 5:00 p.m., New York City time, on February 18, 2003.

Ladies and Gentlemen:

By execution hereof, the undersigned acknowledges receipt of the Company Notice. On the terms and subject to the conditions of the Company Notice, the undersigned hereby represents that it is the holder of the Debentures being surrendered for purchase or caused to be surrendered hereby and is entitled to surrender (or cause to surrender) for purchase such Debentures as contemplated by the Company Notice and, pursuant to the guaranteed delivery procedures described under the caption "Procedures to be Followed by Holders Electing to Surrender Debentures for Purchase - Notice of Guaranteed Delivery" in the Company Notice, hereby surrenders (or causes to surrender) for purchase to the Company the aggregate principal amount of Debentures indicated below.

The undersigned understands that the Debentures surrendered for purchase may be withdrawn by written notice of withdrawal received by the Paying Agent at any time prior to 5:00 p.m., New York City time, on February 18, 2003.

The undersigned understands that payment for the Debentures purchased will be made only after valid receipt by the Paying Agent of (1) such Debentures, or a book-entry confirmation of the surrender of such Debentures into the Paying Agent's account at Depository Trust Company ("DTC") and (2) a Purchase Notice (or a manually signed facsimile thereof), properly completed and duly executed, with any signature guarantees and any other documents required by the Purchase Notice or a properly transmitted agent's message, within three New York Stock Exchange trading days after the date of execution of this Notice of Guaranteed Delivery. The term "agent's message" means a message, transmitted to DTC and received by the Paying Agent and forming a part of a book-entry transfer, that states that DTC has received an express acknowledgement that the undersigned agrees to be bound by the Purchase Notice and that the Company may enforce the Purchase Notice against the undersigned. The undersigned agrees that the Debentures surrendered for purchase will be accepted only in principal amounts at maturity equal to \$1,000 or integral multiples thereof.

All authority conferred or agreed to be conferred in this Notice of Guaranteed Delivery shall not be affected by, and shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, personal and legal representatives, trustees in bankruptcy, successors and assigns of the undersigned.

If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, agent or other person acting in a fiduciary or representative capacity, that person must set forth his or her name, address and capacity as indicated below and submit evidence to the Company of such person's authority to so act.

\* \* \*

NOTE: DO NOT SEND CERTIFICATES FOR DEBENTURES WITH THIS FORM - THEY SHOULD BE SENT WITH A PROPERLY COMPLETED AND DULY EXECUTED PURCHASE NOTICE.

PLEASE COMPLETE AND SIGN

DESCRIPTION OF DEBENTURES BEING SURRENDERED FOR PURCHASE

Name(s) and Address(es) of Registered Holder(s)  
(Please fill in exactly as name(s) appear(s)  
on Debentures)(1)

Debentures Being Surrendered for Purchase  
(Attach additional signed list, if necessary)

Debenture Certificate Number(s)(2)	Principal Amount Represented by Debentures(2)	Principal Amount Surrendered for Purchase (3)
---------------------------------------	---	---

Total Amount Surrendered for Purchase		
---	--	--

- (1) Must correspond exactly to the name(s) that appear(s) on the certificate(s) for the Debentures and the Paying Agent's record of registered holders or, if surrendered by a DTC participant, exactly as such participant's name(s) and address(es) appear(s) on the security position listing of DTC.
- (2) Need not be completed if Debentures are being surrendered for purchase by book-entry transfer.
- (3) If you desire to surrender for purchase less than the entire principal amount evidenced by the Debentures listed above, please indicate in this column the portion of the principal amount of such Debentures that you wish to surrender for purchase, otherwise, the entire principal amount evidenced by such Debentures will be deemed to have been surrendered for purchase.

SIGN HERE

(TO BE COMPLETED BY ALL REGISTERED HOLDERS OF DEBENTURES BEING  
SURRENDERED FOR PURCHASE)

Must be signed by registered Holder(s) exactly as name(s) appear(s) on the Debentures or on a security position listing or by person(s) authorized to become registered Holder(s) of the Debentures by documents transmitted with this Notice of Guaranteed Delivery. If the signature is by an attorney-in-fact, executor, administrator, trustee, guardian, partner, officer of a corporation or another person acting in a fiduciary or representative capacity, set forth the signer's full title.

(Signature(s) of Registered Holder(s) or Authorized Signatory)

Dated: \_\_\_\_\_, 2003

Name(s): \_\_\_\_\_

Address(es): \_\_\_\_\_  
(Include Zip Code)

Capacity (full title): \_\_\_\_\_

Area Code(s) and Telephone Number(s): \_\_\_\_\_

[ ] Check this box if Debentures will be delivered by book-entry transfer and provide the following information:

Transaction Code Number: \_\_\_\_\_

Name of Surrendering Institution: \_\_\_\_\_

DTC Account Number: \_\_\_\_\_

Contact Person: -----

Address: -----

Telephone: ----- Facsimile: -----

THE GUARANTEE ON THE FOLLOWING PAGE MUST BE COMPLETED

GUARANTEE  
(NOT TO BE USED FOR SIGNATURE GUARANTEE)

The undersigned, a member of a registered national securities exchange or of the National Association of Securities Dealers, Inc., or a commercial bank or trust company having an office or correspondent in the United States or another "Eligible Guarantor Institution" as defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended, hereby guarantees that, within three New York Stock Exchange trading days from the date of execution of this Notice of Guaranteed Delivery, a properly completed and validly executed Purchase Notice (or a manually signed facsimile thereof), together with the Debentures surrendered hereby in proper form for transfer (or confirmation of the book-entry transfer of such Debentures into the Paying Agent 's account at DTC, pursuant to the procedures for book-entry transfer set forth under the caption "Procedures to be Followed by Holders Electing to Surrender Debentures for Purchase - Notice of Guaranteed Delivery" in the Company Notice), and all other required documents will be delivered by the undersigned to the Paying Agent.

The institution which completes this form must deliver to the Paying Agent this Notice of Guaranteed Delivery, the Purchase Notice (or a manually signed facsimile thereof) and certificates for Debentures, or in the case of a book-entry transfer, an agent's message and confirmation of the book-entry transfer of such Debentures into the Paying Agent's account with DTC, within the time periods specified herein. The undersigned acknowledges that failure to do so could result in financial loss to such institution.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print or Type)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Postal/Zip Code: \_\_\_\_\_

Area Code and Telephone Number: \_\_\_\_\_

Dated: \_\_\_\_\_, 2003  
\_\_\_\_\_

NOTE: DO NOT SEND CERTIFICATES FOR DEBENTURES WITH THIS FORM - THEY SHOULD BE SENT WITH A PROPERLY COMPLETED AND DULY EXECUTED PURCHASE NOTICE.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION  
NUMBER ON SUBSTITUTE FORM W-9

GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER TO GIVE THE PAYING AGENT.-- Social security numbers have nine digits separated by two hyphens, i.e., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen, i.e., 00-0000000. The table below will help determine the number to give the Paying Agent.

FOR THIS TYPE OF ACCOUNT:	GIVE NAME AND SOCIAL SECURITY NUMBER OF --
1. An individual's account	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account (1)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor (2)
4. a. A revocable savings trust account (in which grantor is also trustee)	The grantor trustee (1)
b. Any "trust" account that is not a legal or valid trust under State law	The actual owner (1)
5. Sole proprietorship account	The owner (3)

FOR THIS TYPE OF ACCOUNT:	GIVE NAME AND EMPLOYER IDENTIFICATION NUMBER OF --
6. A valid trust, estate, or pension trust	The legal entity (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.) (4)
7. Corporate account	The corporation
8. Religious, charitable or educational organization account	The organization
9. Partnership account held in the name of the business	The partnership
10. Association, club, or other tax-exempt organization	The organization
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a State or local government, school district, or prison) that receives agricultural program payments	The public entity

- (1) List first and circle the name of the person whose number you furnish.
- (2) Circle the minor's name and furnish the minor's social security number.
- (3) You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your Employer Identification Number or your Social Security Number.
- (4) List first and circle the name of the legal trust, estate, or pension trust.

NOTE: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

#### OBTAINING A NUMBER

If you don't have a taxpayer identification number or you do not know your number, obtain Form SS-5, Application for a Social Security Number Card (for resident individuals), Form SS-4, Application for Employer Identification Number (for businesses and all other entities), or Form W-7 for International Taxpayer Identification Number (for alien individuals required to file U.S. tax returns), at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number.

To complete Substitute Form W-9 if you do not have a taxpayer identification number, write "Applied For" in the space for the taxpayer identification number in Part I, sign and date the Form, and give it to the requester. Generally, you will then have 60 days to obtain a taxpayer identification number and furnish it to the requester. If the requester does not receive your taxpayer identification number within 60 days, backup withholding, if applicable, will begin and will continue until you furnish your taxpayer identification number to the requester.

#### PAYEES EXEMPT FROM BACKUP WITHHOLDING

Unless otherwise noted herein, all references below to section numbers or to regulations are references to the Internal Revenue Code and the regulations promulgated thereunder.

PAYEES SPECIFICALLY EXEMPTED FROM BACKUP WITHHOLDING on ALL payments include the following:

1. A corporation.
2. A financial institution.
3. An organization exempt from tax under Section 501(a), or an individual retirement plan or a custodial account under Section 403(b)(7), if the account satisfies the requirements of Section 401(F)(2).
4. The United States or any agency or instrumentality thereof.
5. A State, the District of Columbia, a possession of the United States, or any political subdivision or instrumentality thereof.
6. A foreign government or a political subdivision thereof, or any agency or instrumentality thereof.
7. An international organization or any agency or instrumentality thereof.
8. A registered dealer in securities or commodities registered in the United States or a possession of the United States.
9. A real estate investment trust.
10. A common trust fund operated by a bank under Section 584(a).
11. An entity registered at all times during the tax year under the Investment Company Act of 1940.
12. A foreign central bank of issue.
13. A future commission merchant registered with the Commodities Futures Trading Commission.
14. A person registered under the Investment Advisors Act of 1940 who regularly acts as a broker.

PAYMENTS OF DIVIDENDS AND PATRONAGE DIVIDENDS not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under Section 1441.
- Payments to partnerships not engaged in a trade or business in the United States and which have at least one nonresident partner.
- Payments of patronage dividends where the amount received is not paid in money.
- Payments made by certain foreign organizations.
- Payments made to a nominee.

PAYMENTS OF INTEREST not generally subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if (i) this interest is \$600 or more, (ii) the interest is paid in the course of the Paying Agent's trade or business, and (iii) you have not provided your correct taxpayer identification number to the Paying Agent.
- Payments of tax-exempt interest (including exempt-interest dividends under Section 852).
- Payments described in Section 6049(b)(5) to nonresident aliens.
- Payments on tax-free covenant bonds under Section 1451.
- Payments made by certain foreign organizations.
- Payments made to a nominee.

Exempt payees described above should file a Substitute Form W-9 to avoid

possible erroneous backup withholding. FILE THIS FORM WITH THE PAYING AGENT. FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" ON THE FACE OF THE FORM, AND RETURN IT TO THE PAYING AGENT.

Certain payments other than interest, dividends, and patronage dividends that are not subject to information reporting are also not subject to backup withholding. For details, see the regulations under Sections 6041, 6041A(a), 6045, and 6050A.

PRIVACY ACT NOTICES--Section 6109 requires most recipients of dividends, interest, or other payments to give taxpayer identification numbers to the Paying Agent who must report the payments to the IRS. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The Paying Agent must be given the numbers whether or not recipients are required to file tax returns. The Paying Agent must generally withhold 30% of taxable interest, dividends, and certain other payments to a payee who does not furnish a taxpayer identification number to the Paying Agent. Certain penalties may also apply.

#### PENALTIES

- (1) PENALTY FOR FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER--If you fail to furnish your taxpayer identification number to the Paying Agent, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
- (2) CIVIL PENALTY FOR FALSE STATEMENTS WITH RESPECT TO WITHHOLDING--If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of \$500.
- (3) CRIMINAL PENALTY FOR FALSIFYING INFORMATION--If you falsify certifications or affirmations, you are subject to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

Western Digital contacts:  
Steve Shattuck  
Press Relations  
949.672.7817  
steve.shattuck@wdc.com

Bob Blair  
Investor Relations  
949.672.7834  
robert.blair@wdc.com

WESTERN DIGITAL OFFERS TO PURCHASE ZERO COUPON CONVERTIBLE SUBORDINATED  
DEBENTURES DUE 2018 FOR CASH

LAKE FOREST, Calif. - Jan. 17, 2003 - Western Digital Corp. (NYSE: WDC) today announced that holders of Zero Coupon Convertible Subordinated Debentures due 2018 issued by its wholly-owned subsidiary, Western Digital Technologies, Inc. ("WDT"), have the right to surrender their debentures for purchase by WDT as of today. Under the terms of the debentures, each holder has the right to require WDT to redeem on Feb. 18, 2003 all or a part of such holder's debentures at a price equal to the issue price plus the accrued original issue discount. As of Feb. 18, 2003, the price to be paid by WDT for debentures validly surrendered and not withdrawn will be \$459.64 per \$1,000 principal amount at maturity. The debentures surrendered for purchase by WDT must be in the principal amount of \$1,000 or an integral multiple thereof. Under the terms of the debentures, WDT has the option to pay for the surrendered debentures with cash, Western Digital common stock, or a combination of cash and stock. WDT has elected to pay for the debentures solely with cash on-hand. If all outstanding debentures are surrendered for purchase, the aggregate cash purchase price will be approximately \$74,000,000. At the end of

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its first fiscal quarter ending Sept. 27, 2002, Western Digital had \$244,400,000 in cash on its balance sheet.

The right to surrender debentures for purchase expires at 5 p.m. New York City time Tuesday, Feb. 18, 2003. To surrender debentures, a purchase notice must generally be delivered to U.S. Bank, N.A., the paying agent for the redemption. Holders of debentures complying with the transmittal procedures of the Depository Trust Company need not submit a physical purchase notice to U.S. Bank, N.A. Holders may withdraw any debentures previously surrendered for purchase at any time prior to 5 p.m., New York City time Feb. 18, 2003.

A Tender Offer Statement on Schedule TO relating to the redemption will be filed with the Securities and Exchange Commission ("SEC") later today. The Schedule TO will include information on the terms, conditions and procedures for surrendering for purchase and withdrawing debentures. These documents will also be made available to debenture holders through the Depository Trust Company. Debenture holders can also obtain free copies of these documents through the Web site maintained by the SEC at [www.sec.gov](http://www.sec.gov), or from Western Digital by contacting Western Digital Investor Relations at (800) 695-6399. Debenture holders are encouraged to read these documents carefully before making any decision with respect to the surrender of debentures, because these documents contain important information regarding the details of WDT's obligation to purchase the debentures.

As of Jan. 16, 2003 there was \$160,897,000 in principal amount at maturity of debentures outstanding. The debentures are convertible into shares of Western Digital common stock. As of Jan. 17, 2003 the conversion rate of the debentures is 14.935 shares of Western Digital common stock per \$1,000 principal amount at maturity of the debentures.

This press release is neither an offer to purchase nor a solicitation of an offer to sell securities and no recommendation is made as to whether or not holders of debentures should surrender their debentures for purchase. The offer is made only by the Company Notice dated Jan. 17, 2003 and related documents (as they may be amended from time to time), being filed with the SEC as exhibits to the Tender Offer Statement on Schedule T0.

ABOUT WESTERN DIGITAL

Western Digital, one of the storage industry's pioneers and long-time leaders, provides products and services for people and organizations that collect, manage and use digital information. The Company produces reliable, high-performance hard drives that keep users' data close-at-hand and secure from loss.

Western Digital was founded in 1970. The Company's storage products are marketed to leading systems manufacturers and selected resellers under the Western Digital brand name. Visit the Investor section of the Company's Web site ([www.westerndigital.com](http://www.westerndigital.com)) to access a variety of financial and investor information.

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