

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE TO

(RULE 14d-100)

**TENDER OFFER STATEMENT UNDER SECTION 14(d)(1) OR 13(e)(1) OF THE
SECURITIES EXCHANGE ACT OF 1934
(Amendment No. 4)**

Komag, Incorporated

(Name of Subject Company)

State M Corporation,

a wholly owned subsidiary of

Western Digital Technologies, Inc.,

a wholly owned subsidiary of

Western Digital Corporation

(Name of Filing Persons (Offerors))

COMMON STOCK, \$.01 PAR VALUE PER SHARE

(Title of Class of Securities)

500453204

(CUSIP Number of Class of Securities)

Raymond M. Bukaty

Senior Vice President, Administration, General Counsel and Secretary

Western Digital Corporation

20511 Lake Forest Drive

Lake Forest, California 92630

(949) 672-7000

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

With a copy to:

**Steve L. Camahort, Esq.
Victoria D. Nassi, Esq.
O'Melveny & Myers LLP
Embarcadero Center West
275 Battery Street, Suite 2600
San Francisco, California 94111
(415) 984-8700**

**J. Jay Herron, Esq.
Andor D. Turner, Esq.
O'Melveny & Myers LLP
610 Newport Center Drive, 17th Floor
Newport Beach, California 92660
(949) 760-9600**

Calculation of Filing Fee

Transaction Valuation:	Amount of Filing Fee:
\$995,610,777*	\$30,565**

* Estimated for purpose of calculating the filing fee only. The transaction valuation was determined by multiplying the purchase price of \$32.25 per share by the sum of (i) the 30,359,747 shares of common stock, par value \$0.01 per share, of Komag, Incorporated (the "Shares"), issued and outstanding as of June 27, 2007, and (ii) the 511,905 Shares that are issuable as of July 9, 2007 under outstanding Komag stock options with an exercise price of less than \$32.25 per Share.

** The amount of filing fee is calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended. Such fee equals 0.00307% of the transaction value.

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: \$30,565 Filing Party: State M Corporation, Western Digital Technologies, Inc. and Western Digital Corporation

Form or Registration No.: Schedule TO Date Filed: July 11, 2007

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

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

- third-party offer subject to Rule 14d-1
- issuer tender offer subject to Rule 13e-4
- going-private transactions subject to Rule 13e-3
- 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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This Amendment No. 4 (this “Amendment”) amends and supplements the Tender Offer Statement on Schedule TO (the “Schedule TO”) filed with the Securities and Exchange Commission on July 11, 2007, as amended on July 11, 2007, July 24, 2007 and August 2, 2007, by (i) Western Digital Corporation, a Delaware corporation (“Parent”), (ii) Western Digital Technologies, Inc., a Delaware corporation (“WDTI”) and a wholly owned subsidiary of Parent, and (iii) State M Corporation, a Delaware corporation (“Offeror”) and a wholly owned subsidiary of WDTI. This Schedule TO relates to the offer by Offeror to purchase all outstanding shares of common stock, \$0.01 par value per share (the “Shares”), of Komag, Incorporated, a Delaware corporation (the “Company”), at a purchase price of \$32.25 per Share, net to the seller in cash without interest thereon, less any required withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase dated July 11, 2007 (the “Offer to Purchase”) and in the related Letter of Transmittal, copies of which have been filed as Exhibits (a)(1)(A) and (a)(1)(B) to this Schedule TO (which, together with any amendments or supplements thereto, collectively constitute the “Offer”).

The information set forth in the Offer to Purchase (as amended hereby), including Annex I thereto, is hereby incorporated by reference in answer to Items 1 through 11 of the Schedule TO, and is supplemented by the information specifically provided in this Amendment.

This Amendment is being filed to reflect that the Senior Secured Financing Commitment Letter between Parent and Goldman Sachs Credit Partners L.P. has been replaced by the Senior Financing Commitment Letter between WDTI, Goldman Sachs Credit Partners L.P., Citigroup Global Markets Inc., JPMorgan Chase Bank, N.A. and J.P. Morgan Securities Inc.

Item 1. Summary Term Sheet.

The first paragraph of the response to the fifth question “Do you have the financial resources to make payment?” set forth in “Questions and Answers” of the Offer to Purchase is hereby amended and restated in its entirety to read:

“Yes. The tender offer is not subject to any financing condition. We have obtained a commitment from Goldman Sachs Credit Partners L.P., Citigroup Global Markets Inc., JPMorgan Chase Bank, N.A. and J.P. Morgan Securities Inc. for debt financing of up to \$1.25 billion to fund the purchase of the shares in the tender offer, the payment for shares in the merger, the payment of related fees and expenses and any repurchase of the Company’s convertible notes that the Company is obligated to repurchase following completion of the tender offer.”

Item 7. Source and Amount of Funds or Other Consideration.

(a), (b) and (d) The first paragraph of the response to the fifth question “Do you have the financial resources to make payment?” set forth in “Questions and Answers” of the Offer to Purchase is amended and restated in its entirety as set forth in Item 1 above. Section 10 of the Offer to Purchase entitled “Source and Amount of Funds” is hereby amended and restated in its entirety to read:

“Offeror expects that approximately \$1,250,000,000 will be required to consummate the Offer and the Merger, to fund the repurchase of any of the Company’s outstanding convertible notes due 2014 (the “Convertible Notes”) that the Company is obligated to repurchase following completion of the Offer and to pay related fees and expenses. Offeror anticipates funding the purchase price, the offer to repurchase the Convertible Notes and related fees and expenses with a combination of (i) funds expected to be borrowed under a credit facility (the “Financing”) committed to pursuant to a Commitment Letter dated August 10, 2007 (the “Commitment Letter”) between Goldman Sachs Credit Partners L.P., as administrative agent and a joint lead arranger, Citigroup Global Markets Inc., as a joint lead arranger, J.P. Morgan Securities Inc., as a joint lead arranger, JPMorgan Chase Bank, N.A. and WDTI and (ii) certain cash on the consolidated balance sheet of Parent.

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Funding under the Financing as contemplated pursuant to the Commitment Letter is conditioned upon the satisfaction of conditions customary in similar transactions, including (i) satisfaction of the Minimum Condition; (ii) consummation of the Offer pursuant to the Merger Agreement; (iii) satisfaction or waiver of all conditions precedent to the consummation of the Offer; and (iv) there not occurring since April 1, 2007 a Material Adverse Effect (as defined in “Merger Agreement — Representations and Warranties” in Section 13 entitled “The Transaction Documents” of this Offer to Purchase).

The Financing consists of a \$1,250,000,000 unsecured bridge loan facility (the “Bridge Facility”). The Bridge Facility is expected to be documented in definitive loan documents among WDTI, as borrower, Parent and certain of Parent’s existing and subsequently acquired domestic subsidiaries (including the Company after the Merger has been consummated), as guarantors (each, a “Guarantor” and, collectively, the “Guarantors”), the administrative agent, the joint lead arrangers and other banks and financial institutions to become parties thereto as lenders.

At least a portion of the Bridge Facility is expected to be funded on the date of the Offer closing, and WDTI will have the right to make up to two additional drawings under the Bridge Facility prior to the sixth-month anniversary of the Offer closing. The proceeds of any loans made under the Bridge Facility are expected to be used solely to fund the purchase price, to fund the repurchase of the Convertible Notes and to pay related fees and expenses. The Bridge Facility is scheduled to mature 364 days after the date of the Offer closing.

Loans made under the Bridge Facility are expected to bear interest at a variable rate based upon, at WDTI’s option, either (a) the Base Rate (as described in the Commitment Letter) or (b) the Eurodollar Rate (as described in the Commitment Letter) plus 0.625%.

The Bridge Facility documents are expected to contain various customary covenants, including covenants with respect to mandatory prepayments of loans, restrictive covenants with respect to incurring additional indebtedness or guarantees, creating liens or other encumbrances, and certain financial covenants.

WDTI intends to repay the loans under the Financing with proceeds from future refinancing arrangements.

The Offer is not conditioned upon Parent, WDTI or Offeror obtaining financing.

The foregoing is a summary of certain provisions of the Commitment Letter. This summary does not purport to be complete and is qualified in its entirety by reference to the Commitment Letter, which is filed as an exhibit to the Tender Offer Statement on Schedule TO that Offeror has filed with the SEC (together with all amendments and supplements thereto, the “Schedule TO”). The Commitment Letter may be examined and copies may be obtained in the manner set forth in Section 8 entitled “Certain Information Concerning the Company” of this Offer to Purchase.”

Item 11. Additional Information.

(b) The subsection entitled “Background of the Transaction” in Section 11 of the Offer to Purchase entitled “Background of the Offer; Past Contacts or Negotiations with the Company” is hereby amended and supplemented by adding the following to the end thereof:

“On August 10, 2007, WDTI, Goldman Sachs Credit Partners L.P., Citigroup Global Markets Inc., JPMorgan Chase Bank, N.A. and J.P. Morgan Securities Inc. executed a new debt commitment letter replacing the prior debt commitment letter between Parent and Agent.”

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Item 12. Exhibits.

Item 12 of the Schedule TO is hereby amended and restated as follows:

Exhibit No.

- (a)(1)(A) Offer to Purchase, dated July 11, 2007. *
 - (a)(1)(B) Form of Letter of Transmittal. *
 - (a)(1)(C) Form of Notice of Guaranteed Delivery. *
 - (a)(1)(D) Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees. *
 - (a)(1)(E) Form of Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees. *
 - (a)(1)(F) Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9. *
 - (a)(1)(G) Form of Summary Advertisement as published in The New York Times on July 11, 2007. **
 - (a)(1)(H) Press Release issued by Western Digital Corporation and Komag, Incorporated on June 28, 2007. (1)
 - (a)(1)(I) Prepared Remarks for Conference Call conducted by Komag, Incorporated and Western Digital Corporation on June 28, 2007. (2)
 - (a)(1)(J) Transcript of Conference Call conducted by Komag, Incorporated and Western Digital Corporation on June 28, 2007. (3)
 - (a)(1)(K) Press Release issued by Western Digital Corporation on August 2, 2007. **
 - (b)(1) Senior Financing Commitment Letter between Western Digital Technologies, Inc., Goldman Sachs Credit Partners L.P., Citigroup Global Markets Inc., JPMorgan Chase Bank, N.A. and J.P. Morgan Securities Inc. (filed herewith)
 - (d)(1) Agreement and Plan of Merger, dated as of June 28, 2007, among Western Digital Corporation, State M Corporation and Komag, Incorporated. (4)
 - (d)(2) Tender and Voting Agreement, dated as of June 28, 2007, among Western Digital Corporation, State M Corporation and the individuals listed on the signature page thereto. (4)
 - (d)(3) Confidentiality Agreement, dated as of June 13, 2007, between Western Digital Corporation and Komag, Incorporated. **
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Exhibit No.

- (d)(4) Volume Purchase Agreement, dated June 6, 2005, by and between Komag, Incorporated, Komag USA (Malaysia) Sdn, and Western Digital Corporation, as amended by Amendment No. 1 dated July 22, 2005, Amendment No. 2 dated November 29, 2005 and Amendment No. 3 dated January 31, 2006. (5)
- (g) Not applicable.
- (h) Not applicable.

* Included in mailing to stockholders. Previously filed.

** Previously filed.

- (1) Incorporated by reference to the Schedule TO-C filed by Parent on June 28, 2007.
- (2) Incorporated by reference to the Schedule TO-C filed by Parent on June 29, 2007.
- (3) Incorporated by reference to the Schedule TO-C filed by Parent on July 2, 2007.
- (4) Incorporated by reference to the Form 8-K filed by Parent on June 29, 2007.
- (5) Incorporated by reference to Exhibits 10.29 and 10.29.1 filed with Parent's Form 10-K filed on September 14, 2005 and to Exhibits 10.29.2 and 10.29.3 filed with Parent's Form 10-Q filed on February 8, 2006 (certain portions of these exhibits have been omitted pursuant to confidential treatment requests filed separately with the Securities and Exchange Commission).
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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.

Dated: August 10, 2007

STATE M CORPORATION

By: /s/ Raymond M. Bukaty

Name: Raymond M. Bukaty

Title: Secretary

WESTERN DIGITAL TECHNOLOGIES, INC.

By: /s/ Raymond M. Bukaty

Name: Raymond M. Bukaty

Title: Senior Vice President, Administration, General
Counsel and Secretary

WESTERN DIGITAL CORPORATION

By: /s/ Raymond M. Bukaty

Name: Raymond M. Bukaty

Title: Senior Vice President, Administration,
General Counsel and Secretary

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GOLDMAN SACHS CREDIT
PARTNERS L.P.
85 Broad Street
New York, New York 10004

CITIGROUP GLOBAL
MARKETS INC.
390 Greenwich Street
New York, New York 10013

JPMORGAN CHASE BANK,
N.A.
J.P. MORGAN SECURITIES
INC.
270 Park Avenue
New York, New York 10017

PERSONAL AND CONFIDENTIAL

August 10, 2007

Western Digital Technologies, Inc.
Attention: Tim Leyden, Executive Vice President Finance

Commitment Letter

Ladies and Gentlemen:

We are pleased to confirm the arrangements under which Goldman Sachs Credit Partners L.P. (“**GSCP**”), Citigroup Global Markets Inc. (“**CGMI**”), JPMorgan Chase Bank, N.A. (“**JPMCB**”) and J.P. Morgan Securities Inc. (“**JPMorgan**”) are exclusively authorized by Western Digital Technologies, Inc. (the “**Company**”) to act as, (i) in the case of GSCP, CGMI and JPMorgan, joint lead arrangers and joint bookrunners (collectively, the “**Arrangers**”), (ii) in the case of GSCP, sole administrative agent and (iii) in the case of Citigroup (as defined below) and JPMorgan, co-syndication agents in connection with certain transactions described herein, in each case on the terms and subject to the conditions set forth in the fourth and fifth paragraphs of this letter, the Conditions Precedent to Borrowing set forth in the attached Annex B and the conditions set forth in Annex C hereto (this letter and the attached Annexes A, B and C hereto are referred to herein collectively as the “**Commitment Letter**”). For purposes of this Commitment Letter, “**Citigroup**” shall mean CGMI, Citicorp North America, Inc., Citicorp USA, Inc., Citibank, N.A. and/or any of their affiliates as CGMI shall determine to be appropriate to provide the services contemplated herein.

You have informed the Arrangers that State M Corporation, a wholly-owned subsidiary of the Company (“**Merger Sub**”), intends to acquire (the “**Acquisition**”) all of the outstanding capital stock of Komag, Incorporated (the “**Target**” and, together with its subsidiaries, the “**Acquired Business**”) via a tender offer (the “**Tender Offer**”), followed by a merger (the “**Merger**”) of Merger Sub with and into the Target, with the Target as the surviving corporation. You have also informed us that the Acquisition will be financed from up to \$1.25 billion under a senior unsecured bridge loan facility (the “**Bridge Facility**”) having the terms set forth on Annex B. The Bridge Facility is expected to be refinanced with a combination of cash from operations, proceeds of new equity issuances, proceeds of a senior unsecured term loan facility (the “**Term Facility**”), proceeds of senior unsecured notes (the “**Notes**”) and/or proceeds of convertible unsecured securities (the “**Converts**” and together with the Term Facility and the Notes, the “**Permanent Financing**”).

Each of GSCP, CGMI and JPMorgan is pleased to confirm its commitment to act, and you hereby appoint each of GSCP, CGMI and JPMorgan to act, as joint lead arrangers and joint bookrunners in connection with the Bridge Facility, in each case on the terms and subject to the conditions contained in this Commitment Letter and the Fee Letter (as defined below). GSCP is also pleased to confirm its commitment to act as administrative agent (the **“Administrative Agent”**) for the Bridge Facility, and each of CGMI, on behalf of Citigroup, and JPMorgan is pleased to confirm its commitment to act as a co-syndication agent for the Bridge Facility, in each case on the terms and subject to the conditions contained in this Commitment Letter and the Fee Letter. Each of GSCP, CGMI, on behalf of Citigroup, and JPMCB (collectively, the **“Initial Lenders”**) is pleased to confirm its several, and not joint, commitment to provide the Borrower (as defined in Annex B hereto), respectively (i) in the case of GSCP, 33¹/₃%, (ii) in the case of CGMI, on behalf of Citigroup, 33¹/₃% and (iii) in the case of JPMCB, 33¹/₃% of the entire amount of the Bridge Facility, in each case on the terms and subject to the conditions contained in this Commitment Letter and the Fee Letter. Our fees for services related to the Bridge Facility are set forth in a separate fee letter (the **“Fee Letter”**) entered into by the Company, GSCP, CGMI, on behalf of Citigroup, JPMCB and JPMorgan on the date hereof. In addition, pursuant to an engagement letter (the **“Engagement Letter”**) entered into on the date hereof, among the Company, Goldman, Sachs & Co. (**“Goldman Sachs”**), CGMI and JPMorgan, the Company has, among other things, offered the Arrangers the right to act as joint placement agents, joint purchasers or joint initial underwriters in connection with the Permanent Financing.

The commitments of the Initial Lenders are subject, in their discretion, to the condition that there shall not have been, since April 1, 2007, any Material Adverse Effect (as defined in the Acquisition Agreement (as defined below)). The commitments of the Initial Lenders are also subject, in their discretion, to the negotiation, execution and delivery of customary definitive loan documents relating to the Bridge Facility including, without limitation, a credit agreement, guarantees (if applicable), opinions of counsel and other related definitive documents (collectively, the **“Loan Documents”**) to be based upon and substantially consistent with the terms set forth in this Commitment Letter.

Notwithstanding anything in this Commitment Letter, the Annexes hereto or the Fee Letter to the contrary, (a) the only representations relating to the Acquired Business the accuracy of which shall be a condition to the availability of the Bridge Facility on the Closing Date (as defined below) shall be (i) the representations made by or with respect to the Acquired Business in the Acquisition Agreement (but only to the extent that the Company has the right to terminate its obligations under the Acquisition Agreement as a result of a breach of such representations in the Acquisition Agreement) and (ii) the Specified Representations (as defined below), and (b) the terms of the documentation for the Bridge Facility shall be such that they do not impair the availability of the Bridge Facility on the Closing Date if the conditions set forth herein, the Conditions Precedent to Borrowing set forth in Annex B and the conditions set forth in Annex C hereto are satisfied (it being understood that nothing in the preceding clause (a) shall be construed to limit the applicability of the individual conditions expressly listed in the Conditions Precedent to Borrowing set forth in Annex B (subject to the limitations set forth therein) or in Annex C). As used herein, **“Specified Representations”** means representations relating to solvency and no conflicts with the indenture governing the Target’s 2.125% convertible subordinated notes due 2014.

Each of the Initial Lenders reserves the right to syndicate the Bridge Facility to the Lenders (as defined in Annex B), and you acknowledge and agree that each of the Initial Lenders may commence syndication efforts promptly following your acceptance of this Commitment Letter. The Arrangers will select the Lenders subject to the consent of the Company (not to be unreasonably withheld or delayed). The Arrangers will lead the syndication in consultation with the Company, including determining the timing of all offers to potential Lenders, any title of agent or similar designations or roles awarded to any Lender (subject to the consent of the Company, not to be unreasonably withheld or delayed) and the acceptance of commitments, the amounts offered and the compensation provided to each Lender from the amounts to

be paid to the Initial Lenders and the Arrangers pursuant to the terms of this Commitment Letter and the Fee Letter. The Arrangers will determine the final commitment allocations and will notify the Company of such determinations. GSCP shall have “left-side” designation and shall appear on the top left of any offering document, Citigroup shall appear to the right of GSCP and to the left of JPMorgan on any offering document and JPMorgan shall appear to the right of Citigroup on any offering document. It is understood and agreed that notwithstanding anything contained herein or elsewhere (i) the commitments of the Initial Lenders hereunder to provide the full amount of the Bridge Facility are not subject to the success of the syndication efforts of the Arrangers and (ii) the commitments of the Initial Lenders hereunder with respect to the Bridge Facility shall not be reduced, released or subject to novation prior to the occurrence of the initial borrowings under the Bridge Facility (the “**Closing Date**”) as a result of the acceptance of any commitment from any other lender to provide all or any portion of the Bridge Facility, and until the initial borrowings under the Bridge Facility, the Initial Lenders or their respective affiliates shall retain exclusive control over all rights associated with their respective commitments hereunder, including all rights to consent, approve amendments to or modifications of the Acquisition Agreement or any document related thereto and approval of definitive documentation for the Bridge Facility. The Company agrees to use all commercially reasonable efforts to ensure that the syndication efforts of the Arrangers benefit from the existing lending relationships of the Company and the Acquired Business and their respective subsidiaries. To facilitate an orderly and successful syndication of the Bridge Facility, you agree that, until the earlier of the termination of the syndication as determined by the Arrangers and 60 days following the date of initial funding under the Bridge Facility, the Company will not, and will use commercially reasonable efforts to ensure that the Acquired Business will not, syndicate or issue, attempt to syndicate or issue, announce or authorize the announcement of the syndication or issuance of, or engage in discussions concerning the syndication or issuance of, any debt facility or debt security of the Acquired Business or the Company or any of their respective subsidiaries or affiliates (other than the Bridge Facility, any Permanent Financing and other indebtedness contemplated hereby to remain outstanding after the Closing Date), including any renewals or refinancings of any existing debt facility or debt security, without the prior written consent of the Arrangers.

The Company agrees to cooperate with the Arrangers, and agrees to use commercially reasonable efforts to cause the Acquired Business to cooperate with the Arrangers, in connection with (i) if reasonably requested by the Arrangers, the preparation of an information package regarding the business, operations, financial projections and prospects of the Company and the Acquired Business including, without limitation, the delivery of all information relating to the transactions contemplated hereunder prepared by or on behalf of the Company or the Acquired Business deemed reasonably necessary by the Arrangers to complete the syndication of the Bridge Facility and (ii) the presentation of an information package acceptable in format and content to the Arrangers in meetings and other communications with prospective Lenders in connection with the syndication of the Bridge Facility (including, without limitation, direct contact between senior management and representatives of the Company and the Acquired Business with prospective Lenders and participation of such persons in meetings). The Company acknowledges that the Arrangers may be syndicating the Bridge Facility after the Closing Date and agrees that its obligations under this paragraph shall continue until successful syndication of the Bridge Facility (as determined by the Arrangers). The Company will be solely responsible for the contents of any such information package and presentation and acknowledges that the Arrangers and the Initial Lenders will be using and relying upon the information contained in such information package and presentation without independent verification thereof. The Company agrees that information regarding the Bridge Facility and information provided by the Company, the Acquired Business or their respective representatives to any of the Arrangers or the Initial Lenders in connection with the Bridge Facility (including, without limitation, draft and execution versions of the Loan Documents, publicly filed financial statements, and draft or final offering materials relating to contemporaneous or prior securities issuances by the Company or the Acquired Business) may be disseminated to potential Lenders and other persons through one or more internet sites (including an IntraLinks, SyndTrak or other electronic workspace (the “**Platform**”)) created

for purposes of syndicating the Bridge Facility or otherwise, in accordance with GSCP's standard syndication practices (including hard copy and via electronic transmissions), and you acknowledge that none of the Arrangers, the Initial Lenders nor any of their respective affiliates will be responsible or liable to you or any other person or entity for damages arising from the use by others of the information or other materials obtained on the Platform.

The Company acknowledges that certain of the Lenders may be "public side" Lenders (i.e. Lenders that do not wish to receive material non-public information with respect to the Company, its subsidiaries or its securities) (each, a "**Public Lender**"). At the request of the Arrangers, the Company agrees to prepare an additional version of the information package and presentation to be used by Public Lenders that does not contain material non-public information concerning the Company or the Acquired Business, their respective affiliates or their securities. It is understood that in connection with your assistance described above, authorization letters will be included in any Confidential Information Memorandum that authorize the distribution of the Confidential Information Memorandum to prospective Lenders, containing a representation to the Arranger that the public-side version does not include material non-public information about the Company or the Acquired Business, their respective affiliates or their securities. In addition, the Company agrees that unless specifically labeled "Private — Contains Non-Public Information," no information, documentation or other data disseminated to prospective Lenders in connection with the syndication of the Bridge Facility, whether through an internet site (including, without limitation, the Platform), electronically, in presentations at meetings or otherwise, will contain any material non-public information concerning the Company or the Acquired Business, their respective affiliates or their securities. For the avoidance of any doubt, the Company acknowledges and agrees that the following documents may be distributed to Public Lenders (unless the Company promptly notifies the Arrangers that any such document contains material non-public information with respect to the Company, the Acquired Business or their respective securities): (a) drafts and final versions of the Loan Documents; (b) administrative materials prepared by the Arrangers for prospective Lenders (such as a lender meeting invitation, allocations and funding and closing memoranda); and (c) term sheets and notification of changes in the terms of the Bridge Facility.

The Company represents and covenants that (i) all information (other than financial projections) provided directly or indirectly by the Acquired Business or the Company to the Arrangers, the Initial Lenders or the Lenders in connection with the transactions contemplated hereunder is and will be, when taken as a whole, complete and correct in all material respects (it being understood that prior to the Acquisition, with respect to the Acquired Business and its representatives, such representations may be to the best of the Company's knowledge) and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not misleading and (ii) the financial projections that have been or will be made available to the Arrangers, the Initial Lenders or the Lenders by or on behalf of the Acquired Business or the Company have been and will be prepared in good faith based upon assumptions that are believed by the preparer thereof to be reasonable at the time made, it being understood and agreed that financial projections are not a guarantee of financial performance and actual results may differ from financial projections and such differences may be material. You agree that if at any time prior to the Closing Date, any of the representations in the preceding sentence would be incorrect in any material respect if the information and financial projections were being furnished, and such representations were being made, at such time, then you will promptly supplement, or cause to be supplemented, the information and financial projections so that such representations will be correct in all material respects under those circumstances.

In connection with arrangements such as this, it is the policy of each of our firms to receive indemnification. The Company agrees to the provisions with respect to our indemnity and other matters set forth in Annex A, which is incorporated by reference into this Commitment Letter.

This Commitment Letter may not be assigned by you without the prior written consent of the Arrangers and the Initial Lenders (and any purported assignment without such consent will be null and void), is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto. Each of the Initial Lenders may assign its commitment hereunder, in whole or in part, to any of its affiliates or, as provided above, to any Lender prior to the Closing Date; *provided*, that notwithstanding anything contained herein or elsewhere, the commitment of each of the Initial Lenders hereunder with respect to the Bridge Facility shall not be reduced, released or subject to novation prior to the occurrence of the Closing Date as a result of the acceptance of any commitment from any other lender to provide all or any portion of the Bridge Facility, and each of the Initial Lenders or its affiliates shall retain exclusive control over all rights associated therewith, including all rights to consent, approve amendments to or modifications of the Acquisition Agreement or any document related thereto and approval of definitive documentation for the Bridge Facility, until the Closing Date has occurred. Neither this Commitment Letter nor the Fee Letter may be amended or any term or provision hereof or thereof waived or modified except by an instrument in writing signed by each of the parties hereto and thereto, and any term or provision hereof or thereof may be amended or waived only by a written agreement executed and delivered by all parties hereto.

Each of the Arrangers and the Initial Lenders hereby notifies the Company and the Acquired Business that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "**Patriot Act**") it and each Lender may be required to obtain, verify and record information that identifies the Borrower and each of the Guarantors (as defined in Annex B), which information includes the name and address of the Borrower and each of the Guarantors and other information that will allow the Arrangers, the Initial Lenders and each Lender to identify the Borrower and each of the Guarantors in accordance with the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act and is effective for the Arrangers, the Initial Lenders and each Lender.

Please note that this Commitment Letter, the Fee Letter and any written or oral advice provided by any of the Arrangers or the Initial Lenders in connection with this arrangement are exclusively for the information of the Company and may not be disclosed to any third party or circulated or referred to publicly without our prior written consent except pursuant to a subpoena or order issued by a court of competent jurisdiction or by a judicial, administrative or legislative body or committee if the Company gives the Arrangers and the Initial Lenders prompt written notice of the receipt of any such subpoena or order; *provided* that we hereby consent to your disclosure of (i) this Commitment Letter, the Fee Letter and such advice to the Company's officers, directors, agents and advisors who are directly involved in the consideration of the Bridge Facility and who have been informed by you of the confidential nature of such advice and the Commitment Letter and Fee Letter and who have agreed to treat such information confidentially, (ii) this Commitment Letter or the information contained herein (but not the Fee Letter or the information contained therein) to the Acquired Business to the extent you notify such persons of their obligations to keep such material confidential, and to the Acquired Business's officers, directors, agents and advisors who are directly involved in the consideration of the Bridge Facility to the extent such persons agree to hold the same in confidence, (iii) this Commitment Letter and the Fee Letter as required by applicable law or compulsory legal process (in which case you agree to inform us promptly thereof) and (iv) this Commitment Letter or the information contained herein (but not the Fee Letter or the information contained therein) in any proxy relating to the Acquisition. You agree that you will permit us to review and approve (such approval not to be unreasonably withheld or delayed) any reference to us or any of our affiliates in connection with the Bridge Facility or the transactions contemplated hereby contained in any press release or similar written public disclosure prior to public release. The provisions of this paragraph shall survive any termination or completion of the arrangement provided by this Commitment Letter.

As you know, each of Goldman Sachs, CGMI and JPMorgan is a full service securities firm engaged, either directly or through its affiliates in various activities, including securities trading, investment management, financing and brokerage activities and financial planning and benefits counseling for both companies and individuals. In the ordinary course of these activities, each of Goldman Sachs, CGMI, JPMorgan or their respective affiliates may actively trade the debt and equity securities (or related derivative securities) of the Company and other companies which may be the subject of the arrangements contemplated by this letter for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities. Each of Goldman Sachs, CGMI, JPMorgan or their respective affiliates may also co-invest with, make direct investments in, and invest or co-invest client monies in or with funds or other investment vehicles managed by other parties, and such funds or other investment vehicles may trade or make investments in securities or other debt obligations of the Company or other companies which may be the subject of the arrangements contemplated by this letter.

Each of (i) GSCP and its affiliates, including Goldman Sachs (collectively “**GS**”), (ii) Citigroup and (iii) JPMCB, JPMorgan and their respective affiliates (collectively, “**JPM**”) may have economic interests that conflict with those of the Company. You agree that each of GS, Citigroup and JPM will act under this letter as an independent contractor and that nothing in this Commitment Letter or the Fee Letter or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between GS, Citigroup or JPM, on the one hand, and the Company, its stockholders or its affiliates, on the other hand. You acknowledge and agree that (i) the transactions contemplated by this Commitment Letter and the Fee Letter are arm’s-length commercial transactions between GS, Citigroup and JPM, on the one hand, and the Company, on the other, (ii) in connection therewith and with the process leading to such transaction each of GS, Citigroup and JPM is acting solely as a principal and not the agent or fiduciary of the Company, its management, stockholders, creditors or any other person, (iii) none of GS, Citigroup or JPM has assumed an advisory or fiduciary responsibility in favor of the Company with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether GS, Citigroup, JPM or any of their respective affiliates has advised or is currently advising the Company on other matters) or any other obligation to the Company except the obligations expressly set forth in this Commitment Letter and the Fee Letter and (iv) the Company has consulted its own legal and financial advisors to the extent it deemed appropriate. The Company further acknowledges and agrees that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. The Company agrees that it will not claim that GS, Citigroup or JPM has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto. In addition, each of the Arrangers and the Initial Lenders may employ the services of their respective affiliates in providing certain services hereunder and may exchange with such affiliates information concerning the Company, the Acquired Business and other companies that may be the subject of this arrangement, and such affiliates shall be entitled to the benefits afforded to each of the Arrangers and the Initial Lenders hereunder.

In addition, please note that GSCP, Goldman Sachs, Citigroup, JPMCB, JPMorgan and their respective affiliates do not provide accounting, tax or legal advice.

Consistent with the policies of the Arrangers and the Initial Lenders to hold in confidence the affairs of their customers, none of the Arrangers or the Initial Lenders will furnish confidential information obtained from you by virtue of the transactions contemplated by this Commitment Letter to any of their other customers. Furthermore, you acknowledge that none of the Arrangers, the Initial Lenders nor any of their respective affiliates has an obligation to use in connection with the transactions contemplated by this Commitment Letter, or to furnish to you, confidential information obtained or that may be obtained by them from any other person.

The commitments of the Initial Lenders and the agreements of the Arrangers hereunder will terminate upon the first to occur of (i) the consummation of the Acquisition, (ii) the abandonment or termination of the definitive documentation for the Acquisition (the **“Acquisition Agreement”**), (iii) a material breach by the Company under this Commitment Letter or the Fee Letter, and (iv) December 28, 2007 (or March 28, 2008 if the Termination Date (as defined in the Acquisition Agreement) is extended pursuant to Section 8.01(b)(i) of the Acquisition Agreement), unless the closing of the Bridge Facility, on the terms and subject to the conditions contained herein, shall have been consummated on or before such date.

The Company agrees that any suit or proceeding arising in respect to this letter, the commitments of the Initial Lenders, the agreements of the Arrangers or the Fee Letter will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in the City of New York, and the Company agrees to submit to the exclusive jurisdiction of, and to venue in, such court. Any right to trial by jury with respect to any action or proceeding arising in connection with or as a result of either the commitments of the Initial Lenders, the agreements of the Arrangers or any matter referred to in this letter or the Fee Letter is hereby waived by the parties hereto. This Commitment Letter and the Fee Letter shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws.

This Commitment Letter may be executed in any number of counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile transmission or electronic transmission (in pdf format) will be effective as delivery of a manually executed counterpart hereof. This Commitment Letter and the Fee Letter are the only agreements that have been entered into among the parties hereto with respect to the Bridge Facility and set forth the entire understanding of the parties with respect thereto and supersede any prior written or oral agreements among the parties hereto with respect to the Bridge Facility.

This Commitment Letter supersedes in its entirety that certain Commitment Letter dated June 28, 2007 between GSCP and Western Digital Corporation (the **“Prior Commitment Letter”**), and the Prior Commitment Letter is of no further force or effect.

[Remainder of page intentionally left blank]

Please confirm that the foregoing is in accordance with your understanding by signing and returning to GSCP (on behalf of the Arrangers and the Initial Lenders) the enclosed copy of this Commitment Letter, together, if not previously executed and delivered, with the Fee Letter on or before 5:00 p.m. (New York time) on August 10, 2007, whereupon this Commitment Letter and the Fee Letter will become binding agreements between us. If not signed and returned as described in the preceding sentence by such date, this offer will terminate on such date. We look forward to working with you on this assignment.

Very truly yours,

GOLDMAN SACHS CREDIT PARTNERS L.P.

By: /s/ Thomas G. Connolly

Thomas G. Connolly
Authorized Signatory

CITIGROUP GLOBAL MARKETS INC.

By: /s/ J. Gregory Davis

Name: J. Gregory Davis
Title: Authorized Signatory

WDC Bridge Commitment Letter

JPMORGAN CHASE BANK, N.A.

By: /s/ David F. Gibbs

Name: David F. Gibbs

Title: Managing Director

J.P. MORGAN SECURITIES INC.

By: /s/ Cornelius J. Droogan

Name: Cornelius J. Droogan

Title: Executive Director

ACCEPTED AS OF AUGUST 10, 2007:

WESTERN DIGITAL TECHNOLOGIES, INC.

By: /s/ Raymond M. Bukaty

Name: Raymond M. Bukaty

Title: Senior Vice President, Administration,
General Counsel & Secretary

WDC Bridge Commitment Letter

Annex A

*In the event that any of the Arrangers or the Initial Lenders (any such person, an “Indemnified Person”) becomes involved in any capacity in any action, proceeding or investigation brought by or against any person, including stockholders, partners or other equity holders of the Company or the Acquired Business in connection with or as a result of either this arrangement or any matter referred to in this Commitment Letter or the Fee Letter (together, the “Letters”) (excluding the fourteenth paragraph of the Commitment Letter) the Company agrees to periodically reimburse such Indemnified Person for its reasonable legal and other expenses (including the reasonable cost of any investigation and preparation) incurred in connection therewith. The Company also agrees to indemnify and hold each Indemnified Person harmless against any and all losses, claims, damages or liabilities to any such person in connection with or as a result of either this arrangement or any matter referred to in the Letters (excluding the fourteenth paragraph of the Commitment Letter), except to the extent that such loss, claim, damage or liability has resulted from the gross negligence or bad faith of such Indemnified Person in performing the services that are the subject of the Letters. If for any reason the foregoing indemnification is unavailable to any of the Indemnified Persons or insufficient to hold it harmless, then the Company shall contribute to the amount paid or payable by such Indemnified Person as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative economic interests of (i) the Company and the Acquired Business and their respective affiliates, stockholders, partners or other equity holders on the one hand and (ii) such Indemnified Person on the other hand in the matters contemplated by the Letters as well as the relative fault of (i) the Company and the Acquired Business and their respective affiliates, stockholders, partners or other equity holders and (ii) such Indemnified Person with respect to such loss, claim, damage or liability and any other relevant equitable considerations. The reimbursement, indemnity and contribution obligations of the Company under this paragraph shall be in addition to any liability which the Company may otherwise have, shall extend upon the same terms and conditions to any affiliate of each Indemnified Person and the partners, directors, agents, employees and controlling persons (if any), as the case may be, of each Indemnified Person and any such affiliate, and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company, the Indemnified Persons, any such affiliate and any such person. The Company also agrees that neither any indemnified party nor any of such affiliates, partners, directors, agents, employees or controlling persons shall have any liability to the Company or the Acquired Business or any person asserting claims on behalf of or in right of the Company or the Acquired Business or any other person in connection with or as a result of either this arrangement or any matter referred to in the Letters, except in the case of the Company to the extent that any losses, claims, damages, liabilities or expenses incurred by the Company or its affiliates, stockholders, partners or other equity holders have resulted from the gross negligence or bad faith of such indemnified party in performing the services that are the subject of the Letters; provided, however, that in no event shall such indemnified party or such other parties have any liability for any indirect, consequential or punitive damages in connection with or as a result of such indemnified party’s or such other parties’ activities related to the Letters. **The provisions of this Annex A shall survive any termination or completion of the arrangement provided by the Letters.***

Annex B

Western Digital Technologies, Inc.

Summary of Terms and Conditions of the Bridge Facility

This Summary of Terms and Conditions outlines certain terms of the Bridge Facility referred to in the Commitment Letter, of which this Annex B is a part. Certain capitalized terms used herein are defined in the Commitment Letter.

Borrower:	Western Digital Technologies, Inc. (the "Borrower").
Guarantors:	Western Digital Corporation ("Parent") and any domestic subsidiary of the Borrower (a) created or acquired after the date hereof that is a significant subsidiary (as specified in Regulation S-X promulgated under the Securities Act of 1933, as amended) or (b) to which the Borrower or any of its other subsidiaries transfers assets resulting in such domestic subsidiary becoming a significant subsidiary (as specified in Regulation S-X promulgated under the Securities Act of 1933, as amended) after the date hereof, in either case, shall guarantee all obligations under the Bridge Facility.
Purpose/Use of Proceeds:	The proceeds of the Bridge Facility (a) will be contributed to Merger Sub and used by Merger Sub to fund the Tender Offer and the Acquisition (including paying fees, commissions and expenses in connection with the Tender Offer and the Acquisition) and (b) may be used to redeem the Target's existing 2.125% convertible subordinated notes.
Joint Lead Arrangers and Joint Bookrunner:	Goldman Sachs Credit Partners L.P. ("GSCP"), Citigroup Global Markets Inc. ("CGMI") and J.P. Morgan Securities Inc. ("JPMorgan") (in their capacities as Joint Lead Arrangers and Joint Bookrunners, the "Arrangers").
Co-Syndication Agents:	CGMI and JPMorgan (in such capacities, the "Syndication Agents").
Administrative Agent:	GSCP (in such capacity, the "Administrative Agent").
Lenders:	GSCP, Citigroup, JPMorgan Chase Bank, N.A. ("JPMCB") and/or other financial institutions selected by the Arrangers and consented to by the Borrower (such consent not to be unreasonably withheld) (each, a "Lender" and, collectively, the "Lenders").
Amount of Bridge Facility:	Up to \$1.25 billion of senior unsecured term loans (the "Bridge Facility").
Availability:	Up to three drawings in minimum amounts of \$100 million may be made under the Bridge Facility during the period commencing on the Closing Date and ending on the earlier of (i) the date of consummation

of the Merger and (ii) 180 days after the Closing Date (such date, the “**Commitment Termination Date**”); provided that the first two drawings shall be made no later than 90 days after the Closing Date.

- Maturity:** 364 days after the Closing Date.
- Closing Date:** The date on or before December 28, 2007 (or March 28, 2008 if the Termination Date (as defined in the Acquisition Agreement) is extended pursuant to Section 8.01(b)(i) of the Acquisition Agreement) on which the initial borrowings under the Bridge Facility are made and the Tender Offer is consummated (the “**Closing Date**”).
- Amortization:** None.
- Interest Rate:** All amounts outstanding under the Bridge Facility will bear interest, at the Borrower’s option, as follows:
- A. at the Base Rate plus 0% *per annum*; or
 - B. at the reserve adjusted Eurodollar Rate plus 0.625% *per annum*.
- As used herein, the terms “**Base Rate**” and “**reserve adjusted Eurodollar Rate**” will have meanings customary and appropriate for financings of this type, and the basis for calculating accrued interest and the interest periods for loans bearing interest at the reserve adjusted Eurodollar Rate will be customary and appropriate for financings of this type. Interest on amounts not paid when due will accrue at a rate equal to the rate on loans bearing interest at the rate determined by reference to the Base Rate plus an additional two percentage points (2.00%) *per annum* and shall be payable on demand.
- Interest Payments:** Quarterly for loans bearing interest with reference to the Base Rate; except as set forth below, on the last day of selected interest periods (which shall be one, two, three and six months) for loans bearing interest with reference to the reserve adjusted Eurodollar Rate (and at the end of every three months, in the case of interest periods of longer than three months); and upon prepayment, in each case payable in arrears and computed on the basis of a 360-day year (365/366 day year with respect to loans bearing interest with reference to the Base Rate).
- Facility Fee:** A facility fee equal to 0.125% *per annum* times the undrawn portion of the Bridge Facility will accrue from the Closing Date through the Commitment Termination Date and shall be payable quarterly in arrears.
- Funding Protection:** Customary for transactions of this type, including breakage costs, gross-up for withholding, compensation for increased costs and compliance with capital adequacy and other regulatory restrictions.

Voluntary Prepayments:

The Bridge Facility may be prepaid in whole or in part without premium or penalty; *provided* that loans bearing interest with reference to the reserve adjusted Eurodollar Rate will be prepayable only on the last day of the related interest period unless the Borrower pays any related breakage costs.

Mandatory Prepayments:

The following mandatory prepayments shall be required (subject to certain basket amounts to be negotiated in the definitive Loan Documents):

1. **Asset Sales:** Prepayments in an amount equal to 100% of the net cash proceeds of the sale or other disposition of any property or assets of the Borrower or its subsidiaries (subject to customary exceptions to be determined), other than net cash proceeds of sales or other dispositions of inventory in the ordinary course of business and net cash proceeds that are reinvested in other assets useful in the business of the Borrower and its subsidiaries within one year of receipt thereof (or 18 months of receipt thereof if contractually committed to be reinvested within 12 months of receipt thereof).
2. **Incurrence of Indebtedness:** Prepayments in an amount equal to 100% of the net cash proceeds received from the incurrence of indebtedness by the Borrower or its subsidiaries (other than indebtedness otherwise permitted under the Loan Documents), payable no later than the first business day following the date of receipt.
3. **Equity Issuances:** Prepayments in an amount equal to 100% of the net cash proceeds received from issuances of equity securities by the Borrower or its subsidiaries (other than issuances pursuant to employee stock ownership plans), payable no later than the first business day following the date of receipt.

All mandatory prepayments will be applied without penalty or premium (except for breakage costs, if any).

Security:

None.

Representations and Warranties:

The Bridge Facility will contain representations and warranties by the Borrower (with respect to the Borrower and its subsidiaries) as are usual and customary for financings of this kind, limited to the following: due organization; requisite power and authority; qualification; due authorization, execution, delivery and enforceability of the Loan Documents; no conflicts; governmental consents; historical financial condition; no material adverse change; absence of material litigation; Investment Company Act and margin stock matters; solvency; full disclosure and Patriot Act.

Covenants:	The Bridge Facility will contain such financial, affirmative and negative covenants by the Borrower (with respect to the Borrower and its subsidiaries or, in the case of financial covenants, Parent and its subsidiaries) as are usual and customary for financings of this kind, limited to the following:
- financial covenants:	a maximum total leverage ratio and a minimum fixed charge coverage ratio,
- affirmative covenants:	delivery of financial statements and other reports; maintenance of existence; payment of taxes and claims; maintenance of properties; maintenance of insurance; books and records; inspections; compliance with laws; transactions with affiliates; and consummation of the Merger, in each case, subject to exceptions and baskets to be mutually agreed upon, and
- negative covenants:	limitations with respect to indebtedness (but in any case permitting the Borrower and any of its subsidiaries to guaranty the existing obligations of the Target under its 2.125% convertible subordinated notes); liens; restricted payments; mergers and acquisitions; sales of all or substantially all assets; conduct of business; accounting changes; and speculative transactions, in each case, subject to exceptions and baskets to be mutually agreed upon.
Events of Default:	The Bridge Facility will include such events of default (and, as appropriate, grace periods) as are usual and customary for financings of this kind, limited to the following: failure to make payments when due, defaults under other agreements or instruments of indebtedness, noncompliance with covenants, breaches of representations and warranties, bankruptcy, judgments in excess of specified amounts, ERISA, invalidity of guarantees, and “change of control” (to be defined in a mutually agreed upon manner).
Conditions Precedent to Borrowing:	The several obligations of the Lenders to make, or cause one of their respective affiliates to make, loans under the Bridge Facility will be subject to (i) the conditions precedent set forth in the Commitment Letter and those listed on Annex C attached to the Commitment Letter, (ii) prior written notice of borrowing, (iii) the accuracy of representations and warranties (subject to the provisions of the Commitment Letter), and (iv) the absence of any default or potential event of default.
Assignments and Participations:	The Lenders may assign all or, in an amount of not less than \$5.0 million, any part of, their respective shares of the Bridge Facility to their affiliates, other existing Lenders or one or more banks, financial institutions or other entities that are eligible assignees (to be described in the Loan Documents), subject to the consent of the Borrower (not to be unreasonably withheld) absent an Event of Default. Upon such assignment, such affiliate, bank, financial institution or entity will become a Lender for all purposes under the Loan Documents;

provided that assignments made to affiliates and other Lenders will not be subject to the above described consent or minimum assignment amount requirements. A \$3,500 processing fee will be required in connection with any such assignment. The Lenders will also have the right to sell participations, subject to customary limitations on voting rights, in their respective shares of the First Lien Facilities.

Requisite Lenders:

Lenders holding more than 50% of total commitments or exposure under the Bridge Facility, except that with respect to matters relating to the interest rates, maturity, amortization, and the definition of Requisite Lenders, Requisite Lenders will be defined as Lenders holding 100% of total commitments or exposure of the total commitments affected thereby.

Taxes:

The Bridge Facility will provide that all payments are to be made free and clear of any taxes (other than franchise taxes and taxes on overall net income), imposts, assessments, withholdings or other deductions whatsoever. Lenders shall furnish to the Administrative Agent and the Borrower appropriate certificates or other evidence of exemption from U.S. federal tax withholding.

Indemnity:

The Bridge Facility will provide customary and appropriate provisions relating to indemnity and related matters in a form reasonably satisfactory to the Arranger, the Administrative Agent and the Lenders.

Governing Law and Jurisdiction:

The Bridge Facility will provide that the Borrower will submit to the non-exclusive jurisdiction and venue of the federal and state courts of the State of New York and shall waive any right to trial by jury. New York law shall govern the Loan Documents.

Counsel to GSCP:

Latham & Watkins LLP.

Annex C

Western Digital Technologies, Inc.

Summary of Conditions Precedent to the Bridge Facility

This Summary of Conditions Precedent outlines certain of the conditions precedent to the Bridge Facility referred to in the Commitment Letter, of which this Annex C is a part. Certain capitalized terms used herein are defined in the Commitment Letter.

A. CONDITIONS PRECEDENT TO THE BRIDGE FACILITY

1. **Concurrent Transactions.** The Minimum Tender Condition (as defined in the Acquisition Agreement in the most recent form delivered to the Arrangers prior to execution of the Commitment Letter) shall have been satisfied. The Tender Offer shall have been consummated pursuant to the Acquisition Agreement (in the most recent form delivered to the Arrangers prior to the execution of the Commitment Letter, unless otherwise consented to by the Arrangers). All conditions precedent to the consummation of the Tender Offer shall have been satisfied or waived (with the prior consent of the Arrangers if the Arrangers determine such waiver is materially adverse to the Lenders). Concurrently with the consummation of the Acquisition, all pre-existing indebtedness of the Company and its subsidiaries (other than the 2.125% convertible subordinated notes of the Target and certain other indebtedness disclosed to and approved by the Arrangers) shall have been repaid or repurchased in full, all commitments relating thereto shall have been terminated, and all liens or security interests related thereto shall have been terminated or released (other than certain liens and security interests disclosed to and approved by the Arrangers), in each case on terms satisfactory to the Arrangers.
2. **Financial Statements.** During the period from the date of execution of the credit agreement to the date of effectiveness of the credit agreement, each of the Company (or Parent) and the Acquired Business shall have filed with the Securities and Exchange Commission all required reports on Form 10-K and Form 10-Q in a timely manner.
3. **Performance of Obligations.** All costs, fees, expenses (including, without limitation, legal fees and expenses) and other compensation contemplated by the Commitment Letter and the Fee Letter payable to the Arrangers, the Initial Lenders, the Administrative Agent or the Lenders shall have been paid to the extent due.
4. **Customary Closing Documents.** Subject to the fifth paragraph of the Commitment Letter, the Company shall have complied with all other customary closing conditions, including, without limitation: (i) the delivery of legal opinions, corporate records and documents from public officials, lien searches and officer's certificates; (ii) evidence of authority; (iii) obtaining material third party and governmental consents necessary in connection with the Acquisition, the related transactions or the financing thereof; and (iv) delivery of a solvency certificate from the chief financial officer of the Borrower. The Arrangers shall have received sufficiently in advance of the Closing Date all documentation and other information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the Patriot Act.