**DONATION AGREEMENT**

**Featured Micron Technology, Inc. and Hosokawa Micron International Inc. Agreements**

This Agreement is made as of this 30th day of August, 2001 ("Effective

Date") by and between Micron Semiconductor Products, Inc. ("Donor") and Micron

Technology Foundation, Inc., ("Foundation").

 In consideration of the mutual covenants and representations herein set

forth, the Donor and Foundation agree as follows:

 1. Donation and Acceptance of Shares.

 (a) Subject to the terms and conditions of this Agreement, the Donor

 hereby donates to Foundation and Foundation hereby accepts from the Donor,

 fifty-eight million, six hundred twenty-two thousand, eight hundred

 sixty-three (58,622,863) shares of the outstanding common stock of Micron

 Electronics, Inc., now known as Interland, Inc., represented by Certificate

 No.'s M-1913, M-8508, M-8510, M-8511, M-8512, M-8513, M-8999, M-9000 (the

 "Shares").

 2. Assignment of and Assumption of Agreements

 (a) Shareholder Agreement. Pursuant to Section 1(ix) of the MTI

 Shareholder Agreement entered into as of March 22, 2001, by and among Micron

 Electronics, Inc., now known as Interland, Inc., and Micron

 Technology, Inc., the terms of Section 1 of which the Donor has agreed to be

 bound, Donor is transferring the Shares to Foundation. As required by the

 MTI Shareholder Agreement, Foundation hereby agrees to be bound by Section 1

 of the MTI Shareholder Agreement with respect to the Shares.

 (b) Registration Rights Agreement. Pursuant to Section 1.7(ii) of the

 Amended and Restated Registration Rights Agreement entered into as of August

 6, 2001, by and between Micron Technology, Inc., Micron Electronics, Inc.,

 now known as Interland, Inc., and certain other parties, which has been

 assigned to Donor by Micron Technology, Inc., Donor hereby assigns its

 rights contained in the Amended and Restated Registration Rights Agreement

 to Foundation. As required by the Amended and Restated Registration Rights

 Agreement, Foundation hereby agrees to be bound by and subject to the terms

 and conditions of the Amended and Restated Registration Rights Agreement.

 3. Stock Dividends, Splits. If after the Effective Date, there is any stock

dividend, stock split or other change in the character or amount of the Shares,

then, in such event, Foundation shall be entitled to any and all payments and

securities to which the holder of the Shares is entitled and any new, additional

or substituted securities shall be immediately subject to this Agreement and be

included in the definition of "Shares" herein.

 4. Foundation's Representations. In connection with his purchase of the

Shares, Foundation hereby represents and warrants to the Donor as follows:

 (a) Investment Intent; Capacity to Protect Interests. Foundation is

 acquiring the Shares solely for its own account for investment and not with

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 a view to or for sale in connection with any distribution of the Shares or

 any portion thereof and not with any present intention of selling, offering

 to sell or otherwise disposing of or distributing the Shares or any portion

 thereof in any transaction other than a transaction exempt from registration

 under the Securities Act of 1933, as amended (the "Act").

 (b) Restricted Securities. Foundation understands and acknowledges that

 the sale of the Shares has not been registered under the Act, and the Shares

 must be held indefinitely unless subsequently registered under the Act or an

 exemption from such registration is available.

 5. Miscellaneous.

 (a) The parties agree to execute such further instruments and to take

 such further action as may reasonably be necessary to carry out the intent

 of this Agreement

 (b) This Agreement shall be governed by the laws of the state of Idaho,

 without reference to conflicts of laws principles, and any issues arising as

 a result of this Agreement shall be adjudicated in the state of Idaho.

 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of

the Effective Date.

FOUNDATION: DONOR:

MICRON TECHNOLOGY FOUNDATION, INC. MICRON SEMICONDUCTOR PRODUCTS, INC.

By: /s/ Karen L. Vauk By: Steven R. Appleton

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Name: Karen L. Vauk Name: Steven R. Appleton

Title: Executive Director Title: Chairman

 And Assistant Corporate Secretary

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