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JONES WALDO HOLBROOK & McDONOUGH, P.C.
170 S. Main St., Suite 1500
Salt Lake City, UT 84101-1622
Attn: Glen D. Watkins

THE TALON GROUP
AW# 4470505

RECIPROCAL EASEMENT AND LICENSE AGREEMENT

This Reciprocal Easement and License Agreement (this "Agreement") is made as of the 6th day of January, 2006, by and between MICRON TECHNOLOGY, INC., a Delaware corporation ("Micron"), and IM FLASH TECHNOLOGIES, LLC, a Delaware limited liability company (the "Joint Venture Company").

RECITALS

A. Micron and Intel Corporation ("Intel") entered into that certain Limited Liability Company Operating Agreement dated as of the date hereof (the "Operating Agreement"), pursuant to which Micron and Intel set forth their agreement regarding the organization and operation of the Joint Venture Company, of which Micron and Intel are each Members (as defined in the Operating Agreement).

B. Micron owns certain real property located in the Counties of Salt Lake and Utah, State of Utah, as legally described on Exhibit A attached hereto (the "Lehi Property").

C. Concurrently with the execution of this Agreement, Micron and the Joint Venture Company have entered into that certain Lehi Pre-Subdivision Lease with Agreement to Deed (the "Lehi Lease"), pursuant to which Micron shall lease the Contributed Land (as defined in the Lehi Lease), representing a portion of the Lehi Property, to the Joint Venture Company until such time as the Lehi Property may be lawfully subdivided to create the Contributed Land as a legal parcel or parcels for transfer to the Joint Venture Company, separate from the remainder of the Lehi Property owned and reserved by Micron (the "Micron Retained Property"), all as more particularly described in the Lehi Lease and in that certain Master Agreement dated November 18, 2005 between Micron and Intel (the "Master Agreement"). The Contributed Land is depicted on Exhibit B attached hereto.

D. Pursuant to the Master Agreement, Micron has deeded to the Joint Venture Company all of Micron's right, title and interest in and to Water Right Nos. 55-8976 (A31540) (a19136), 55-8981 (A32648) (a19136), and 55-9159 (A70333), all as reflected in the records of the Utah State Engineer, Division of Water Right (the "Water Rights").

E. The Parties anticipate that additional water rights and diversion and delivery infrastructure will be necessary to permit the anticipated uses of the Contributed Land.

F. In addition to the Water Rights, certain water, wastewater, power and natural gas infrastructure, fixtures and equipment, easements and rights of way, utilities and other assets subject to this Agreement, necessary for the use and enjoyment of the Contributed Land and the Micron Retained Property, may be situated on the respective property of each Party.

G. The Parties desire to grant the easements, licenses and other rights conferred by this Agreement and to share in the benefits and responsibilities of using and operating the Contributed Land and the Micron Retained Property and interests subject hereto, in accordance with the requirements of applicable laws and regulations and the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual premises, covenants, terms and conditions herein contained, Micron and the Joint Venture Company hereby agree as follows:

ARTICLE 1 ELECTRICAL LICENSE AND EASEMENT

1.1 Electrical License. The Joint Venture Company hereby grants to Micron a perpetual non-exclusive license to receive and use electricity from the electrical substation located on the Contributed Land (the "**Substation**") in connection with Micron's uses on the Micron Retained Property (the "**Electrical License**"). The Electrical License shall apply only to the capacity of the Substation (i) created by Micron as provided in Section 1.6, below, and (ii) not required by the Joint Venture Company in its business operations on the Contributed Land, as determined in the Joint Venture Company's reasonable discretion as evidenced by its written advance authorization to Micron. The Joint Venture Company shall have the right to use the maximum amount of available electrical capacity, other than capacity created for Micron as provided in Section 1.6, below, as needed for use on the Contributed Land. Micron's Electrical License, other than capacity created for Micron as provided in Section 1.6, below, shall (i) be subordinate to the use by the Joint Venture Company of the Substation; and (ii) apply only to the unused electrical capacity of the Substation. Micron's use of electrical capacity shall not interrupt or impede the Joint Venture Company's manufacturing operations, and Micron shall curtail its use of the Substation, other than capacity created for Micron as provided in Section 1.6, below, to the extent reasonably determined by the Joint Venture Company to assure that the Joint Venture Company shall have the full amount of available electrical power through the Substation for the immediate and continuous supply of its operations.

1.2 Electrical Infrastructure Easement. The Joint Venture Company hereby grants to Micron, for so long as the license granted in Section 1.1 above remains in effect, a non-exclusive easement (the "**Electrical Infrastructure Easement**") over the Contributed Land, at a location subject to the prior, written approval of the Joint Venture Company, which approval shall not be unreasonably withheld, for the location of transmission lines and other equipment necessary to connect such transmission lines to the Substation (collectively, the "**Micron Transmission Facilities**"), for the purpose of delivering electricity to the Micron Retained Property pursuant to the Electrical License.

1.3 Relocation. The Joint Venture Company shall have the right, at its sole cost and expense, to relocate the Electrical Infrastructure Easement and all Micron Transmission Facilities located on the Contributed Land, provided that (i) all applicable governmental requirements are satisfied; (ii) such relocation does not unreasonably interfere with or disrupt the use of the Electrical Infrastructure Easement or the Micron Transmission Facilities therein; (iii) such relocation does not materially reduce the capacity of the utility facilities to Micron; (iv) no less than ten (10) days prior written notice of such relocation shall have been given to Micron; and (v) the Joint Venture Company or its contractor shall have delivered to Micron a plan for such relocation and such plan shall have been approved by Micron, which approval shall not be unreasonably withheld.

1.4 Maintenance. The Joint Venture Company shall have sole responsibility for the installation, maintenance, repair, and replacement of the Micron Transmission Facilities. The installation, operation, maintenance, repair and replacement of the Micron Transmission Facilities shall not unreasonably interfere with the use by the Joint Venture Company of the Contributed Land. Micron shall directly pay all costs reasonably incurred by the Joint Venture Company in performing its obligations under this section, including, without limitation, construction costs, engineering fees, consulting fees, attorneys' fees, and permitting fees, or, at the option of the Joint Venture Company, the Joint Venture Company may pay such costs and provide invoices therefor to Micron, accompanied by reasonable documentation thereof, and Micron shall pay the amounts shown on such invoices to the Joint Venture Company within thirty (30) days after the receipt thereof.

1.5 Metering. The electrical power delivered to Micron through the Substation shall be separately metered, and the Parties shall pay their respective shares directly to the electricity provider.

1.6 Additional Capacity. To the extent that the capacity of the Substation as it presently exists is inadequate to serve the combined electrical power demand of Micron and the Joint Venture Company, Micron may deliver to the Joint Venture Company a written request for expansion of the Substation up to a maximum additional capacity of 50 MVA. Within a commercially reasonable time after such request, the Joint Venture Company shall, at Micron's sole cost and expense, cause the capacity of the Substation to be increased in accordance with Micron's request, to the extent that the request is consistent with the size, nature and capacity of electrical infrastructure outside the Lehi Property. Micron shall directly pay all costs reasonably incurred by the Joint Venture Company in accomplishing such increase in capacity, including, without limitation, construction costs, engineering fees, consulting fees, attorneys' fees, and permitting fees, or, at the option of the Joint Venture Company, the Joint Venture Company may pay such costs and provide invoices therefor to Micron, accompanied by reasonable documentation thereof, and Micron shall pay the amounts shown on such invoices to the Joint Venture Company within thirty (30) days after the receipt thereof. Any increase in the capacity of the Substation paid for by Micron shall be for the primary use of Micron and shall not be in any way subordinate to the Joint Venture Company's use of electricity therefrom.

ARTICLE 2
GRANT OF UTILITY AND STORM WATER SYSTEM EASEMENTS OVER THE
MICRON RETAINED PROPERTY

2.1 Electrical Infrastructure. Micron hereby grants to the Joint Venture Company, subject to any existing easements currently of record, a perpetual, non-exclusive easement over, under, through and upon the Micron Retained Property for the location, installation, inspection, testing, repair, maintenance, replacement, and improvement of the JV Electrical Infrastructure (as defined below) together with rights of ingress and egress reasonably necessary thereto. As used herein, "**JV Electrical Infrastructure**" means all of the following existing on the Micron Retained Property as of the date hereof and serving the Substation: power lines, switches, interconnection and fixtures and equipment ancillary thereto. The Joint Venture Company will evaluate whether it can attain sufficient redundancy of power supply by upgrading one of the existing power lines that serves the Substation. If the Joint Venture Company determines in its reasonable discretion that upgrading one of the existing power lines will not provide sufficient redundancy, then the Joint Venture Company will request an easement for an additional power line to provide adequate power redundancy for its operations (hereinafter "**Power Easement Request**"). Upon submission by the Joint Venture Company of a Power Easement Request, Micron will grant a perpetual, non-exclusive easement for the power line in a location determined by Micron in its reasonable discretion consistent with electricity provider and governmental requirements and the following: (1) if the proposed easement is for an additional power line on the North side of the Contributed Land, the easement shall be parallel and adjacent to the existing power line; and (2) if the proposed easement is for an additional power line other than on the North side of the Contributed Land, the easement granted shall only burden the Buffer Property, as that term is defined in the Right of First Offer Agreement by and between Micron and the Joint Venture Company, of even date herewith). If an existing power line is upgraded to provide adequate power redundancy for the Joint Venture Company's operations, or if the Joint Venture Company fails to deliver a Power Easement Request within three calendar years after the date hereof, Micron's obligation to provide an easement under this Section 2.1 shall terminate.

2.2 Sewerage Facilities. Micron hereby grants to the Joint Venture Company a perpetual, non-exclusive easement over, under, through and upon the Micron Retained Property for the location, installation, inspection, testing, repair, maintenance, replacement, and improvement of Sewerage Infrastructure (as defined below) for the Joint Venture Company's use in connection with its operations on the Contributed Land, together with rights of ingress and egress reasonably necessary thereto. As used herein, "**Sewerage Infrastructure**" means all of the following existing on the Micron Retained Property as of the date hereof and servicing the Contributed Land: sewer facilities, sewer lines, effluent disposal outfall lines, the interconnection lines to Timpanogas Sanitary Sewer District, and any fixtures and equipment ancillary thereto. To the extent of available excess sewerage capacity in the sewer lines on the Lehi Property, as determined by the Joint Venture in its reasonable discretion and by advance written authorization from the Joint Venture Company, Micron has the right to connect to such sewer lines at a location to be selected by the Joint Venture Company in its reasonable discretion and use such sewer lines for its operations on the Micron Retained Property; provided, however, that the Joint Venture Company shall not be precluded from withdrawing

such authorization after commercially reasonable notice if, in the future, it needs such excess capacity.

2.3 Natural Gas Infrastructure. Micron hereby grants to the Joint Venture Company a perpetual, non-exclusive easement over, under through and upon the Micron Retained Property for the location, installation, inspection, testing, repair, maintenance, replacement, and improvement of Natural Gas Infrastructure (as defined below) for the Joint Venture Company's use in connection with its operations on the Contributed Land, together with rights of ingress and egress reasonably necessary thereto. As used herein, "**Natural Gas Infrastructure**" shall mean all of the following existing on the Micron Retained Property as of date hereof and servicing the Contributed Land: natural gas delivery facilities, lines, regulators, and fixtures and equipment ancillary thereto.

2.4 Storm Water Facilities. Micron hereby grants to the Joint Venture Company a perpetual, non-exclusive easement over, under, through, and upon the Micron Retained Property for the location, installation, inspection, testing, repair, maintenance, replacement, and improvement of the Storm Water Facilities (as defined below) for the Joint Venture Company's use in connection with its operations on the Contributed Land, together with rights of ingress and egress reasonably necessary thereto. As used herein, "**Storm Water Facilities**" means all of the following existing on the Micron Retained Property as of the date hereof and servicing the Contributed Land: storm water drain facilities, lines and ponds, detention basins, detention ponds, ditches, sediment basins, settlement ponds, and any fixtures and equipment ancillary thereto. The Joint Venture Company acknowledges that Micron is currently using, and shall have the right to continue to use, the Storm Water Facilities for storm water drainage on and from the Micron Retained Property in its current development status. If Micron further develops the Micron Retained Property, and such development requires additional capacity beyond that used by Micron for the Micron Retained Property as of the date hereof, then Micron shall pay for such additional capacity.

2.5 Telecommunications Tower. A telecommunications tower and fixtures and equipment ancillary thereto located on the Micron Retained Property has been conveyed to the Joint Venture Company pursuant to the terms of the Master Agreement (the "**Telecommunications Tower**"). Micron hereby grants to the Joint Venture Company a perpetual, non-exclusive easement on that portion of the Micron Retained Property upon which the Telecommunications Tower is located on the date hereof. In addition, Micron hereby grants to the Joint Venture Company a perpetual, non-exclusive easement over, under, through and upon the Micron Retained Property for the location, installation, inspection, testing, repair, maintenance, replacement, and improvement of telecommunication lines, existing on the date hereof, located between the Telecommunications Tower and the Contributed Land for the use of the Telecommunications Tower by the Joint Venture Company, together with rights of ingress and egress reasonably necessary thereto.

2.6 Location of Easements. The easements granted in the first sentence of Section 2.1 and in Sections 2.2, 2.3, 2.4 and 2.5 are for existing infrastructure and facilities, shall be in the locations in which such infrastructure or facilities are currently located, and shall be of dimensions customary for such infrastructure and facilities and for their installation, inspection,

testing, repair, maintenance, replacement, and improvement, so long as any such improvement or replacement does not change the fundamental character of the easements.

2.7 Use of Easements. The installation, operation, maintenance, repair, replacement, and improvement of any facilities pursuant to the easements granted in this Article 2: (i) shall not unreasonably interfere with the use by Micron of the Micron Retained Property; and (ii) shall not be performed sooner than ten (10) days after written notice to Micron (except for the operation of the facilities within such easements and emergency repairs, which shall be performed immediately with such advance notice to Micron as may be practicable under the circumstances).

2.8 Relocation of Easements. Micron shall have the right, at its sole cost and expense, to relocate easements granted pursuant to this Article and the utility facilities or storm water facilities located therein, provided that (i) all applicable governmental requirements are satisfied; (ii) such relocation does not interfere with or disrupt the use of such facilities; (iii) such relocation does not materially reduce the capacity of the facilities, or impair the utility of the facilities to the Joint Venture Company, (iv) no less than ten (10) days prior written notice of such relocation shall have been given to the Joint Venture Company; and (v) Micron or its contractor shall have delivered to the Joint Venture Company a plan for such relocation and such plan shall have been approved by the Joint Venture Company, which approval shall not be unreasonably withheld.

ARTICLE 3 GRANT OF EASEMENT IN WELLS, WATER SYSTEM AND MICRON RETAINED PROPERTY

3.1 Definition of Wells.

(a) The following wells have been constructed and are located on the Micron Retained Property: (i) an existing 20-inch well for manufacturing process water situated at approximately S. 650 ft. E. 1,650 ft. from NW corner, Section 34, T4S, R1E, SLB&M; and (ii) an existing 12-inch well for culinary water situated approximately N. 2,660 ft. E. 900 E. from SW corner of Section 27, T4S, R1E, SLB&M (collectively, the “**Micron Existing Wells**”).

(b) An approved well not yet constructed on a presently approved site situated at approximately S. 580 ft. E. 360 ft. from NW corner, Section 33, T4S, R1E, SLB&M shall be referred to herein as the “**Future Well**.”

(c) Any wells to be constructed by the Joint Venture Company on the Contributed Land shall be referred to herein as the “**JV Wells**”.

3.2 Easement to Micron Existing Wells.

(a) Micron hereby grants to the Joint Venture Company a perpetual and non-exclusive easement in and to the Micron Existing Wells and the Water System (as defined below) located on the Micron Retained Property (the “**Retained Water System**”) for the diversion and delivery of any water attributable to the Water Rights and any water rights the Joint Venture Company acquires after the date of execution of this Agreement (the “**JV**”).

Additional Water Rights”), for use on the Contributed Land and such additional real property as may be acquired by the Joint Venture Company (including any property acquired pursuant to the Right of First Offer Agreement by and between Micron and the Joint Venture Company, of even date herewith). The **“Water System”** shall mean all ancillary fixtures and equipment associated with the Micron Existing Wells, the JV Wells, and any other well pursuant to which an easement is granted under Section 3.3, including, without limitation, all wellheads and well houses, tanks (including without limitation process and fire water tanks), reservoirs, fire protection and irrigation systems, metering and telemetry equipment, pumps, sumps, water lines, electric power supply equipment and all other associated equipment, whether presently existing or installed in the future, and used in connection with the diversion, carriage or delivery of the water attributable to the Water Rights and/or the JV Additional Water Rights, but excluding any such water infrastructure as may be installed by Micron after the date hereof.

(b) Notwithstanding anything to the contrary in Section 3.2(a) above, Micron shall not grant to any other person or entity any easement or other right to use the Retained Water System or the Micron Existing Wells, and the use of the term “non-exclusive” in the grant of easement in Section 3.2(a) shall not be construed or interpreted so as to allow Micron to do so, but shall be interpreted only to allow Micron to use the Existing Wells (but not the Retained Water System), subject to the provisions of Section 3.5 below.

(c) The grant of easements in Section 3.2(a) includes the perpetual, non-exclusive rights of ingress and egress over, across, through and under the Micron Retained Property, to and from the Micron Existing Wells and the Retained Water System and all portions thereof, as reasonably necessary to allow the Joint Venture Company to locate, construct, maintain, repair, improve, upgrade and replace any of the Micron Existing Wells and the Retained Water System, as points of diversion for any of the Water Rights and the JV Additional Water Rights. Without limiting the generality of the foregoing, the parties agree that the Joint Venture Company shall have the right to drill and construct replacement wells, as reasonably necessary to assure continued production therefrom, in a location as close to the original well as reasonably practicable in accordance with sound engineering and hydrological practices, but in no event more than fifty feet from the original well.

(d) As consideration for the grant of easements in Section 3.2(a), the Joint Venture Company shall have the sole and exclusive responsibility to maintain, operate, repair and replace the Micron Existing Wells and the Retained Water System in accordance with sound engineering and construction principles. The Joint Venture Company may, in furtherance of the easements granted hereunder, construct, repair, improve, upgrade, or replace the Micron Existing Wells and the Retained Water System and connect the Retained Water System to the Micron Existing Wells in its sole discretion, and Micron hereby grants an easement to the Joint Venture Company for such purposes, so long as such construction, repair, improvements, upgrading, or replacement does not change the fundamental character of the easements.

3.3 Future Easement

(a) Upon request by the Joint Venture Company, Micron will grant to the Joint Venture Company either:

(i) a perpetual, non-exclusive easement over, to and under the Micron Retained Property for the location, construction, operation, maintenance, repair, replacement, and improvement of the Future Well and a water system for the diversion and delivery from the Future Well of any water attributable to the Water Rights and the JV Additional Water Rights, for use on the Contributed Land and such additional real property as may be acquired by the Joint Venture Company (including any property acquired pursuant to the Right of First Offer Agreement by and between Micron and the Joint Venture Company, of even date herewith), together with rights of ingress and egress reasonably necessary thereto (the “**Future Well Easement**”); or

(ii) a perpetual non-exclusive easement over, to and under the portion of the Micron Retained Property necessary for the location, installation, maintenance, repair and replacement of water infrastructure carrying water from a well owned by Lehi City, situated at approximately N 256 feet E 107 feet from the SW corner, Section 34, T 4S, R 1E, SLBM, to the Water System for the diversion and delivery of any water attributable to the Joint Venture Company’s water rights, including the Water Rights and the JV Additional Water Rights, for use on the Contributed Land and such additional real property as may be acquired by the Joint Venture Company (including any property acquired pursuant to the Right of First Offer Agreement by and between Micron and the Joint Venture Company, of even date herewith), together with rights of ingress and egress reasonably necessary thereto (the “**Lehi Well Easement**”).

(b) The rights and obligations in Sections 3.2(c) and (d) shall apply to any easement granted pursuant to this Section 3.3. Upon election by the Joint Venture Company of the Future Well Easement or the Lehi Well Easement, or if the Joint Venture Company fails to deliver to Micron written notice of the Joint Venture Company’s election of either the Future Well Easement or the Lehi Well Easement (an “**Election Notice**”) within three calendar years after the date hereof, Micron’s obligations to grant additional easements to any wells or the Retained Water System on the Micron Retained Property shall automatically terminate.

(c) Until the Joint Venture Company delivers an Election Notice (so long as such Election Notice is delivered within the three-year period provided above), and thereafter if the Joint Venture Company selects the Future Well Easement, and notwithstanding anything herein to the contrary, Micron shall not grant to any other person or entity any easement or other right to use the Future Well. The use of the term “non-exclusive” in the description of the Future Well Easement in Section 3.3(a)(i) shall not be construed or interpreted so as to allow Micron to grant such easements or rights to other persons or entities if the Joint Venture Company selects the Future Well Easement, but shall be interpreted only to allow Micron to use the Future Well, subject to the provisions of Section 3.5 below

3.4 Size and Location of Easements.

(a) The easements granted herein for the Water System shall be of dimensions and sizes customary for similar infrastructure and facilities and for their installation, inspection, testing, repair, maintenance, replacement and improvements, so long as any such improvement or replacement does not change the fundamental character of the easements.

(b) The Future Well Easement, if selected, shall be in the location described in Section 3.1(b) above. The location or locations of all other easements granted pursuant to Section 3.3 above shall be subject to Micron's approval, which shall not be unreasonably withheld.

3.5 Micron Use of Wells.

(a) The parties acknowledge the Joint Venture Company will be operating and maintaining the Micron Existing Wells, any other well for which an easement is granted under Section 3.3, and the Water System for use by the Joint Venture Company. The Joint Venture Company agrees, subject to Section 3.7, to allow Micron, at no cost except as provided for in Section 5.2 below, to use the Micron Existing Wells and, if the Future Well Easement is selected, the Future Well, to draw water for use pursuant to the Micron Water Rights (as defined below).

(b) Micron shall not use or disturb the Water System. If Micron desires to draw water from the Micron Existing Wells or, if the Future Well Easement is selected, the Future Well, for use on the Micron Retained Property, it shall deliver a written notice to the Joint Venture Company of such desire, specifying the well or wells from which it desires to draw water, and the Joint Venture Company shall thereafter connect Micron's own water delivery infrastructure directly to the wellheads at the well or wells specified in Micron's written notice, pursuant to plans provided by Micron, which plans shall be subject to the Joint Venture Company's approval, which approval shall not be unreasonably withheld. Within thirty days after delivery of an invoice therefor, Micron shall reimburse the Joint Venture Company for all costs reasonably incurred in making the connection. Micron and the Joint Venture Company shall cooperate to accomplish such connections in a timely manner and so as to prevent any disruption of the Joint Venture Company's use of the Micron Existing Wells and, if the Future Well Easement is selected, the Future Well, and the Water System.

3.6 Micron Future Additional Water Rights. Nothing herein shall preclude Micron from acquiring new water rights and changing them for approved use on the Micron Retained Property (the "**Micron Water Rights**") and constructing new wells on the Micron Retained Property for Micron's use, but the priority of the Water Rights and the Micron Water Rights, and of diversion of water from any wells on the Lehi Property, shall be governed by applicable law and the terms of this Agreement. The Parties agree to consult with one another in advance before locating and constructing any wells on the Lehi Property so as to avoid conflicts and interference between wells. No less than thirty (30) days in advance of filing any application to change any Micron Water Rights to the Micron Existing Wells or, if the Future Well Easement is selected, the Future Well, or to construct or improve its own water delivery infrastructure in any way that would require installing lines or other improvements in proximity to the Micron Existing Wells, the Retained Water System, or, if the Future Well Easement is selected, the Future Well, Micron shall deliver a copy of such change application or construction plans, as the case may be, to the Joint Venture Company and consult with the Joint Venture Company concerning anticipated actions. This notice requirement shall be limited to the period of time during which Micron is a member of the Joint Venture Company as defined in the Operating Agreement.

3.7 Subordination Obligation and Dispute Resolution

(a) If the aquifer common to the JV Wells, the Micron Existing Wells, the Future Well (if constructed) and any other well Micron may construct on the Micron Retained Property is unable to provide a reliable source of water for the Joint Venture Company's production of 13,000 wafers per week, Micron shall, upon receipt of a written demand by the Joint Venture Company, indicating the basis of such demand and accompanied by reasonable documentation upon which the Joint Venture Company relies in making such demand (a "**Curtailment Demand**"), curtail its diversion from any well(s) to the extent necessary to assure that the Joint Venture Company shall have the full amount of water for the immediate and continuous supply of its operations at such level of production. Micron shall not be required, however, to honor a Curtailment Demand if available hydrological information indicates by a preponderance of the evidence that Micron's production from the well(s) has no material adverse effect on the availability and adequacy of water drawn from the Micron Existing Wells, the Future Well (if the Future Well Easement is selected) and the JV Wells for use in the Joint Venture Company's operations.

(b) In the event that Micron disputes that its use of the Micron Existing Wells, the Future Well (if constructed) or any other well on the Micron Retained Property is having a material adverse effect on the availability and adequacy of water drawn from the Micron Existing Wells, the Future Well (if the Future Well Easement is selected) and the JV Wells for use in the Joint Venture Company's operations, Micron shall so notify the Joint Venture Company in writing not less than two days after Micron's receipt of the Curtailment Demand. Within two days after the Joint Venture Company's receipt of such notice from Micron, each party shall deliver to the other any hydrological reports or other evidence in its possession, including without limitation well production data and well drawdown and recovery data for each well on the Lehi Property that is being used by such Party, to support its position as to the effect of Micron's use of the wells on the Micron Retained Property upon the adequacy and availability of water for use in the Joint Venture Company's operations. Not later than two days after such delivery by the Parties, the Parties shall meet and conduct high-level negotiations to resolve such dispute in good faith. If, despite the good faith efforts of the Parties, such dispute cannot be resolved by mutual agreement within seven (7) calendar days, the Parties shall endeavor to settle the dispute by nonbinding mediation and to bear equally the costs of such mediation. The Parties shall jointly appoint a mutually acceptable mediator, who shall be an engineer having an expertise in hydrology, promptly after a request for mediation is made by either Party. The Parties agree to participate in the mediation and all related negotiations in good faith, to the extent that time and circumstances permit. If the dispute has not been resolved by non-binding means as provided herein within fifteen (15) calendar days of the initiation of such procedure, either Party may initiate litigation; provided, however, that if one Party has requested the other to participate in a non-binding procedure and the other has failed to participate, the requesting Party may initiate litigation before expiration of the above period. Notwithstanding anything to the contrary herein, a Party, without prejudice to the foregoing procedures and during the pendency of such procedures, may (i) file a complaint or request for administrative relief with the Division of Water Rights, or (ii) apply to a court of competent jurisdiction for injunctive relief, including without limitation a temporary restraining order, if in such Party's sole judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such

action, the Parties will continue to participate in good faith in the procedures specified in this paragraph.

(c) The Parties acknowledge and agree that, for the purposes of this Section 3.7 only, any use by Micron of any wells on the Micron Retained Property which constitutes a violation of Micron's subordination obligation under Section 3.7(a) and which prevents the Joint Venture Company from drawing water from the Micron Existing Wells or the Future Well (if the Future Well Easement is selected) adequate to supply the Joint Venture Company's needs in producing 13,000 wafers per week would cause irreparable harm to the Joint Venture Company and that the Joint Venture Company would, in that event, have no adequate remedy at law.

ARTICLE 4 SURVEY OF EASEMENTS

Micron will, at the Joint Venture Company's expense, prepare an ALTA survey of the Micron Retained Property and the Contributed Land and, based on such survey, will identify the location of easements granted herein for existing facilities or infrastructure and will negotiate in good faith to establish the location of easements granted herein for future facilities or infrastructure. After such locations are determined, the parties shall prepare, execute, and record an amendment or amendments to this Agreement, which amendment or amendments shall describe such locations by metes and bounds or depict such locations on an accurate site plan.

ARTICLE 5 INFRASTRUCTURE MAINTENANCE OBLIGATION AND COST ALLOCATION

5.1 Maintenance Obligations. The Joint Venture Company shall have the obligation (subject to Section 5.2 below) to maintain, repair, and replace, in a commercially reasonable manner, the Micron Transmission Facilities, the JV Electrical Infrastructure, the Sewerage Infrastructure, the Natural Gas Infrastructure, the Storm Water Facilities, any connection of Micron's water delivery system to the Micron Existing Wells or, if the Future Well Easement is selected, the Future Well, and the Telecommunications Tower (as such infrastructure exists today and as improved by the Joint Venture as permitted herein) that is related to the easements granted to the Joint Venture Company herein.

5.2 Cost Allocation. If Micron uses any of the Micron Existing Wells or the Future Well (if the Future Well Easement is selected) or the Substation, it shall install meters to measure Micron's own consumption of water and power, as applicable. The parties will share in the costs of inspecting, testing, repairing, maintaining, replacing and improving the Micron Existing Wells or the Future Well (if the Future Well Easement is selected) and Substation according to their respective uses as demonstrated by the separate meters.

5.3 Use by Burdened Owner. Except as otherwise expressly provided herein, nothing contained herein shall restrict or prohibit the owner of property burdened by any easement granted herein from using the land upon which such easement is located for any purpose, including the land beneath or above any facilities located within such easement, so

long as such purpose does not unreasonably interfere with the use of the easement granted and the facilities associated with such easement.

5.4 Obligation to Restore. If, in the exercise of any easement granted herein, the grantee damages the surface of the servient estate as a result of the installation, maintenance, repair, or replacement of subterranean infrastructure, such grantee shall restore the surface of the servient estate to substantially the condition it was in prior to such damage, to the extent such restoration is consistent with the purpose and use of the easement.

ARTICLE 6 GENERAL PROVISIONS

6.1 Touch and Concern. The easements and licenses granted hereunder touch and concern the land of each of the Parties and shall run with the land.

6.2 Survival. This Agreement shall survive the occurrence of a Liquidating Event (as defined in the Operating Agreement), in which event the successor owners of the Contributed Land and the Micron Retained Property shall succeed to all of the rights, and be bound by all of the obligations, conferred and imposed by this Agreement.

6.3 Indemnity by Micron. Micron shall indemnify, defend and save the Joint Venture Company, its affiliates, partners, members, directors, officers, employees and agents harmless from and against all losses, claims, costs, liabilities, fines and penalties of any nature (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "**JV Claims**") arising or occurring, from and after the date of this Agreement, out of (i) Micron's failure to comply with the terms and conditions set forth in this Agreement, (ii) any personal injury or death, damage to or destruction of property caused by the gross negligence or willful acts or omissions of Micron or its representatives and/or (iii) any other JV Claim made by any affiliate, partner, member, director, officer, employee, visitor, invitee, licensee or lessee of Micron against the Joint Venture Company arising out of the Micron's use of the rights provided in this Agreement. Notwithstanding the foregoing, if the Joint Venture Company has any claim under this Agreement against Micron, for indemnity or otherwise, the Joint Venture Company shall be required to bring such claim under another Joint Venture Document (as defined in the Master Agreement) and not under this Agreement if such claim can be made under such other Joint Venture Document (notwithstanding that recovery under such claim may be subject to deductibles, caps or limitations on survival set forth therein); provided, however, that this limitation shall not apply to claims made by the Joint Venture Company against Micron for damage to buildings, improvements, fixtures and manufacturing tools and equipment.

6.4 Indemnity by the Joint Venture Company. The Joint Venture Company shall indemnify, defend and save Micron, its affiliates partners, members, directors, officers, employees and agents harmless from and against all losses, claims, costs, liabilities, fines and penalties of any nature (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "**Micron Claims**") arising or occurring, from and after the date of this Agreement, out of (i) the Joint Venture Company's failure to comply with the terms and conditions set forth in this Agreement, (ii) any personal injury or death, damage to or destruction of property caused by the gross negligence or willful acts or omissions of the Joint Venture Company or its

representatives and/or (iii) any other Micron Claim made by any affiliate, partner, member, director, officer, employee, visitor, invitee, licensee or lessee of the Joint Venture Company against Micron arising out of the Joint Venture Company's use of the rights provided in this Agreement.

6.5 Indemnification Procedures.

(a) If any person who or which is entitled to seek indemnification under this Agreement (an "**Indemnified Party**") obtains knowledge of, or receives notice of, any Claim against the person against whom or which such indemnification is being sought hereunder (an "**Indemnifying Party**"), the Indemnified Party will give such Indemnifying Party reasonably prompt written notice thereof, but in any event not later than ten (10) days after knowledge or notice of such Claim. Such notice by the Indemnified Party will describe the Claim in reasonable detail, will include copies of all available material written evidence thereof and will indicate the estimated amount, if reasonably practicable, of the damages that have been or may be sustained by the Indemnified Party. The Indemnifying Party will have the right to participate in, or, by giving written notice to the Indemnified Party, to assume, the defense of any Claim at such Indemnifying Party's own expense and by such Indemnifying Party's own counsel (reasonably satisfactory to the Indemnified Party), and the Indemnified Party will cooperate in good faith in such defense.

(b) If, within ten (10) days after giving notice of a Claim to an Indemnifying Party pursuant to Section 6.5(a), an Indemnified Party receives written notice from the Indemnifying Party that the Indemnifying Party has elected to assume the defense of such Claim as provided in the last sentence of Section 6.5(a), the Indemnifying Party will not be liable for any legal expenses subsequently incurred by the Indemnified Party in connection with the defense thereof; provided, however, that if the Indemnifying Party fails to take reasonable steps necessary to defend diligently such Claim within ten (10) days after receiving written notice from the Indemnified Party that the Indemnified Party believes the Indemnifying Party has failed to take such steps or if the Indemnifying Party has not undertaken fully to indemnify the Indemnified Party in respect of all damages relating to the matter, the Indemnified Party may assume its own defense, and the Indemnifying Party will be liable for all reasonable costs and expenses paid or incurred in connection therewith and the Indemnified Party may employ separate counsel, and the Indemnifying Party will bear the expenses of such separate counsel, if in the written opinion of counsel to the Indemnified Party use of counsel of the Indemnifying Party's choice would be expected to give rise to a conflict of interest. Without the prior written consent of the Indemnified Party, the Indemnifying Party will not enter into any settlement of any Claim that would lead to loss, liability or create any financial or other obligation on the part of any Indemnified Party for which such Indemnified Party is not entitled to indemnification hereunder, or which provides for injunctive or other non-monetary relief applicable to any Indemnified Party, or does not include an unconditional release of all Indemnified Parties.

(c) A failure to give timely notice or to include any specified information in any notice as provided in Section 6.5(a) will not affect the rights or obligations of any party hereunder, except and only to the extent that, as a result of such failure, any party that was entitled to receive such notice was materially prejudiced as a result of such failure.

ARTICLE 7 NOTICES

Any notice, summons or other process of notification to be served under this Agreement or in connection with any proceeding or action arising out of this Agreement shall be provided to the addresses and in the manner as set forth in the Operating Agreement so long as the Operating Agreement is in effect. After the termination of the Operating Agreement, notices hereunder shall be given in writing, addressed to the applicable parties, and delivered by U.S. mail or nationally recognized courier service. Any successor owner of the Contributed Land or the Micron Retained Property shall provide to all other parties addresses for notice to such successor owner.

ARTICLE 8 APPLICABLE LAW AND CONSTRUCTION

8.1 Governing Law. This Agreement shall be governed by the laws of the State of Utah.

8.2 Independent Provisions. Any provision of this Agreement which is contrary to a law, which the parties cannot legally waive or contract against (such, for example, as labor laws and anti-trust laws) is and shall be void and not binding on either party hereto; provided, however, that the invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision of this Agreement.

ARTICLE 9 SUCCESSORS AND ASSIGNS

The terms, conditions and agreements of this Agreement and all rights and obligations herein given to or imposed upon the Parties shall bind and inure to the benefit of the respective heirs, executors, administrators, successors and permitted assigns of the Parties.

ARTICLE 10 MISCELLANEOUS

10.1 Force Majeure. The parties shall be excused from any failure to perform any obligation hereunder to the extent such failure is caused by a Force Majeure Event. A Force Majeure Event shall operate to excuse a failure to perform an obligation hereunder only for the period of time during which the Force Majeure Event renders performance impossible or infeasible and only if the party asserting Force Majeure as an excuse for its failure to perform has provided written notice to the other party specifying the obligation to be excused and describing the events or conditions constituting the Force Majeure Event. As used herein, "Force Majeure Event" means the occurrence of an event or circumstance beyond the reasonable control of the party failing to perform, including, without limitation, (a) explosions, fires, flood, earthquakes, catastrophic weather conditions, or other elements of nature or acts of God; (b) acts of war (declared or undeclared), acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; (c) acts of federal, state, local or foreign governmental authorities or courts; (d) labor disputes, lockouts, strikes or other industrial action, whether direct or indirect and whether lawful or unlawful; (e) failures or fluctuations in electrical power

or telecommunications service or equipment; and (f) delays caused by the other party's nonperformance hereunder.

10.2 Captions. The headings and titles in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of this Agreement.

10.3 Jurisdiction; Venue. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in a state or federal court located in Utah and each of the parties to this Agreement hereby consents and submits to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by applicable laws, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

10.4 Due Authority. The individuals executing this Agreement for each party represent and warrant that they have full right, power and authority to execute this Agreement on behalf of such party.

10.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.6 Construction. Any reference to any applicable law shall be deemed also to refer to all rules and regulations promulgated thereunder unless the context requires otherwise. Whenever required by the context, any gender shall include any other gender, the singular shall include the plural and the plural shall include the singular. The words "herein," "hereof," "hereunder," and words of similar import refer to this Agreement as a whole and not to a particular section. Whenever the word "including" is used in this Agreement, it shall be deemed to mean "including without limitation," "including, but not limited to" or other words of similar import such that the items following the word "including" shall be deemed to be a list by way of illustration only and shall not be deemed to be an exhaustive list of applicable items in the context thereof. References to Sections and Exhibits in this Agreement are references to Sections of, and Exhibits to, this Agreement unless otherwise indicated.

10.7 Entire Agreement. This Agreement, the Operating Agreement, the Master Agreement, and the written agreements ancillary thereto set forth all of the covenants, promises, agreements, conditions, and understandings of the parties hereto with respect to the Contributed Land and the Micron Retained Property. No alteration, modification, amendment, change or addition to this Agreement shall be effective unless the same shall be reduced to writing and signed by all parties hereto.

10.8 Time is of the Essence. Time is of the essence in the performance of all terms and conditions of this Agreement in which time is an element.

10.9 Attorneys' Fees. In the event either party initiates or defends any legal action or proceeding to enforce any right or obligation arising under this Agreement or to enjoin the breach of any provision hereof, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorney's fees (including, without limitation, its reasonable costs and attorney's fees on any appeal). All such costs and attorney's fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

10.10 Default; Remedies. Any party hereto (an "**Enforcing Party**") shall have the right to prosecute any proceedings at law or in equity against any other party or any other person for breach of any easement or obligation benefiting the Enforcing Party. Such proceeding shall include the right to restrain by injunction any such breach or threatened breach and to obtain a decree to compel performance of any such easement or obligation. Specific performance and/or injunctive relief shall be the sole remedy available for any breach or default of any obligation to grant an easement on the terms and conditions provided in this Agreement or for a breach by Micron of its obligations under Section 3.7(a). As to any other breach or default, however, the parties shall retain all available legal and equitable remedies. The parties acknowledge that a breach by either party to this Agreement of any of its obligations hereunder to allow use of any easement granted under or pursuant to this Agreement or a breach by the Joint Venture Company of its obligations under the first sentence of Section 1.4 or Sections 1.6, 3.5, or 5.1 shall cause irreparable harm to the other party for which there is no adequate remedy at law. No one other than an owner of the Contributed Land or the Micron Retained Property shall have the right to bring any action to enforce any provision of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

MICRON TECHNOLOGY, INC.

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

IM FLASH TECHNOLOGIES, LLC

By: _____
Name: David A. Baglee
Title: Authorized Officer

By: _____
Name: Rodney Morgan
Title: Authorized Officer


**THIS IS THE SIGNATURE PAGE FOR THE RECIPROCAL EASEMENT AND
LICENSE AGREEMENT ENTERED INTO BY AND BETWEEN MICRON
TECHNOLOGY, INC. AND IM FLASH TECHNOLOGIES, LLC**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

MICRON TECHNOLOGY, INC.

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

IM FLASH TECHNOLOGIES, LLC

By:  _____
Name: David A. Baglee
Title: Authorized Officer

By: _____
Name: Rodney Morgan
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IM FLASH TECHNOLOGIES, LLC

By: _____
Name: David A. Baglee
Title: Authorized Officer

By: 
Name: Rodney Morgan
Title: Authorized Officer

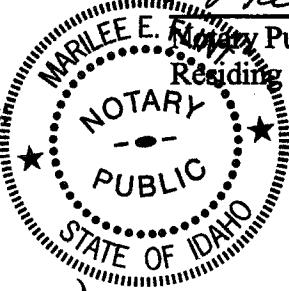
**THIS IS THE SIGNATURE PAGE FOR THE RECIPROCAL EASEMENT AND
LICENSE AGREEMENT ENTERED INTO BY AND BETWEEN MICRON
TECHNOLOGY, INC. AND IM FLASH TECHNOLOGIES, LLC**

STATE OF IDAHO)
) SS.
COUNTY OF ADA)

The foregoing instrument was acknowledged before me this 6th day of January, 2006, by STEVEN R. APPLETON the CEO & PRESIDENT of Micron Technology, Inc., a Delaware corporation.

Marilee E. Flinch

Notary Public
Residing at: ADA County, Boise, IDAHO
My commission expires 5/6/2011



STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of January, 2006, by _____ the _____ of IM Flash Technologies, LLC, a Delaware limited liability company.

Notary Public
Residing at:

My commission expires:

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of January, 2006, by _____ the _____ of IM Flash Technologies, LLC, a Delaware limited liability company.

Notary Public
Residing at:

My commission expires:

STATE OF)
) SS.
COUNTY OF)

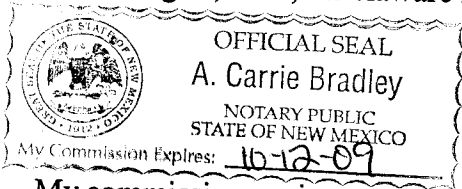
The foregoing instrument was acknowledged before me this ____ day of January, 2006, by _____ the _____ of Micron Technology, Inc., a Delaware corporation.

Notary Public
Residing at:

My commission expires:

STATE OF New Mexico,
) SS.
COUNTY OF Sandoval)

The foregoing instrument was acknowledged before me this 01 day of January, 2006, by DAVID A BAGLER the AUTHORIZED OFFICER of IM Flash Technologies, LLC, a Delaware limited liability company.



A. Bradley

Notary Public
Residing at: Albuquerque, NM

My commission expires: 10-12-09

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of January, 2006, by _____ the _____ of IM Flash Technologies, LLC, a Delaware limited liability company.

Notary Public
Residing at:

My commission expires:

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of January, 2006, by _____ the _____ of Micron Technology, Inc., a Delaware corporation.

Notary Public
Residing at:

My commission expires:

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of January, 2006, by _____ the _____ of IM Flash Technologies, LLC, a Delaware limited liability company.

Notary Public
Residing at:

My commission expires:

STATE OF IDAHO)
) SS.
COUNTY OF ASA)

The foregoing instrument was acknowledged before me this 6th day of January, 2006, by ROSELY MORGAN the AUTHORIZED OFFICER of IM Flash Technologies, LLC, a Delaware limited liability company.

Marilee E. Flint

Notary Public
Residing at: ASA CTY, BOISE, IDAHO

My commission expires:
5/6/2011

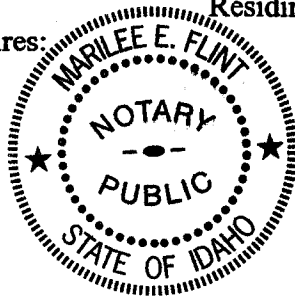


EXHIBIT A**Contributed Land****PARCEL 2 (Group 2):**

A parcel of land located in Utah County, Utah, in the East half of Section 29, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and being more particularly described according to the following courses and distances, to wit:

Beginning at the East quarter corner of Section 29, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 00°04'20" East along the Section line 1330.46 feet to the Southeast corner of the Northeast quarter of the Southeast quarter of said Section 29; thence South 89°51'27" West along a 40-acre line 1327.56 feet to the Southwest corner of said Northeast quarter of the Southeast quarter of Section 29; thence North 00°03'14" West along a 40-acre line 1328.63 feet to the Northwest corner of said Northeast quarter of the Southeast quarter of Section 29; thence North 00°03'14" West along a 40-acre line 1332.44 feet to the Northwest corner of the Southeast quarter of the Northeast quarter of Section 29; thence North 89°50'51" East along a 40-acre line 1326.71 feet to the Northeast corner of said Southeast quarter of the Northeast quarter of Section 29; thence South 00°04'20" East along the Section line 229.29 feet; thence South 64°16'59" West 321.91 feet; thence South 42°13'51" West 671.19 feet; thence South 01°06'24" West 464.89 feet; thence South 89°59'40" East 751.51 feet to the point of beginning.

PARCEL 3 (Group 3):

A parcel of land located in Utah County, Utah in Sections 21, 22, 27 and 28, of Township 4 South, Range 1 East, of the Salt Lake Base and Meridian and being more particularly described according to the following courses and distances, to wit:

Beginning at the Section corner common to Sections 21, 22, 27 and 28, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 89°51'24" West 1462.02 feet along the South line of Section 21; thence South 00°01'55" East 1697.38 feet; thence South 76°05'04" West 1149.30 feet; thence North 07°25'48" West 648.21 feet; thence South 73°37'22" West 1501.45 feet; thence North 02°49'01" East 378.35 feet; thence North 38°55'22" West 622.92 feet; thence South 51°34'21" West 1034.94 feet; thence South 64°16'59" West 35.44 feet to the West line of Section 28; thence North 00°04'20" West 1560.11 feet along said West line of Section 28; thence North 01°19'21" West 3982.85 feet along the West line of Section 21; thence East 3540.31 feet; thence South 715.98 feet; thence East 2900.00 feet; thence North 73°57'00" East 899.58 feet; thence South 19°19'47" East 3046.64 feet; thence South 61°41'09" West 642.58 feet; thence South 52°59'59" West 571.97 feet to a point on the South line of Section 22; thence South 53°02'15" West 696.69 feet to a point on the East line of the Northwest quarter of the Northwest quarter of Section 27; thence South 38°15'13" West 646.00 feet; thence South 77°12'44" West 946.52 feet to a point on the West line of Section 27; thence North 00°02'16"

West 1131.78 feet along the Section line to the point of beginning.

Less and Excepting therefrom said Parcel 3 the following described two Parcels:

Beginning at a point located North 89°51'24" West 3765.00 feet along the South line of Section 21 from the Section corner common to Sections 21,22,27 and 28, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 00°08'36" East 1170.00 feet; thence South 89°51'24" East 375.00 feet; thence South 00°08'36" West 1170.00 feet to the South line of said Section 21; thence North 89°51'24" West 375.00 feet along said South line of Section 21 to the point of beginning.

Beginning at a point located North 89°51'24" West 3387.07 feet along the South line of Section 21 and North 1170.00 feet from the Section corner common to Sections 21, 22, 27 and 28, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 89°51'24" East 375.00 feet; thence North 00°08'36" East 585.00 feet; thence North 89°51'24" West 375.00 feet; thence South 00°08'36" West 585.00 feet to the point of beginning.

PARCEL 4 (Group 4):

A parcel of land located in Utah County, Utah, in the Northeast quarter of Section 28, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and being more particularly described according to the following courses and distances, to wit:

Beginning at the Northeast corner of Section 28, Township 4 South, Range 1 East, Salt Lake Base and Meridian, being a found Utah County Monument; and running thence South 00°02'16" East along the Section line 1331.51 feet to the Southeast corner of the Northeast quarter of the Northeast quarter of said Section 28; thence South 76°05'04" West 1506.15 feet; thence North 00°01'55" West 1697.38 feet to a point on the North Section line of said Section 28; thence South 89°51'24" East along said Section line 1462.02 feet to the point of beginning.

PARCEL 5 (Group 5):

A parcel of land located in Utah County, Utah, in the South half of Section 22 and the North half of Section 27 of Township 4 South, Range 1 East, Salt Lake Base and Meridian, and being more particularly described according to the following courses and distances, to wit:

Beginning at a point located South 89°52'49" West along the Section line 767.13 feet from the North quarter corner of Section 27, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 52°59'59" East 571.97 feet; thence North 61°41'09" East 1340.23 feet; thence North 65°47'28" East 501.93 feet to a point on a 40-acre line; thence South 00°10'12" West along a 40-acre line 1181.39 feet to the Southeast corner of the Southwest quarter of the Southeast quarter of Section 22; thence South 00°06'04" West along a 40-acre line 1328.22 feet to the Southeast corner of the Northwest quarter of the Northeast quarter of said Section 27; thence South 89°50'00" West along a 40-acre line 1322.54 feet to the Southwest corner of the Northwest quarter of the Northeast quarter of said Section 27; thence South 89°49'58" West along a 40-acre line 1322.83 feet to the Southwest corner of the Northeast

quarter of the Northwest quarter of said Section 27; thence North 00°00'13" East along a 40-acre line 912.67 feet; thence North 53°02'15" East 696.69 feet to the point of beginning.

PARCEL 6 (Group 6):

A parcel of land located in the East half of Section 28, and the Southwest quarter of Section 27, in Township 4 South, Range 1 East, Salt Lake Base and Meridian, Utah County, more particularly described as follows:

Beginning at a point that is North 49°33'54" East 689.864 feet from the South quarter corner of said section 28, a found brass cap monument set in concrete; thence North 7°36'13" West 561.630 feet; thence North 57°40'47" East 197.972 feet; thence North 32°19'13" West 130.000 feet; thence North 57°40'51" East 470.000 feet; thence North 32°19'13" West 292.138 feet; thence North 57°40'47" East 927.501 feet; thence North 14°38'07" West 470.873 feet; thence North 75°21'53" East 850.000 feet; thence South 14°38'07" East 393.198 feet; thence South 74°14'09" East 895.770 feet; thence South 15°45'51" West 356.197 feet; thence South 74°14'09" East 434.876 feet; thence South 15°45'51" West 1,123.803 feet; thence North 74°14'09" West 945.256 feet; thence South 81°45'51" West 494.185 feet; thence South 57°45'51" West 643.508 feet; thence South 81°48'12" West 794.602 feet to the point of beginning.

The basis of bearing is South 89°58'12" East between the Southwest corner of the South quarter corner of said Section 28.

Less and Excepting therefrom said Parcel 6 any portion conveyed to Lehi City.

PARCEL 8 (Group 8):

A parcel of land located in Utah County, Utah, in the West half of Section 27 and Section 28, and the North half of Section 33, and the Northwest quarter of Section 34, in Township 4 South, Range 1 East, Salt Lake Base and Meridian, and being more particularly described according to the following courses and distances, to wit:

Beginning at the Southwest corner of Section 28, Township 4 South, Range 1 East, Salt Lake Base and Meridian; said corner being a found Utah County Monument; and running thence North 00°04'20" West 2660.93 feet along the Section line to the West quarter corner of said Section 28; thence South 89°50'30" East 2658.13 feet along the quarter Section line to the center of Section 28; thence North 00°01'37" West 665.58 feet along the quarter Section line; thence North 76°05'04" East 2738.52 feet to the Northeast corner of the Southeast quarter of the Northeast quarter of said Section 28; thence North 00°02'16" West 199.73 feet along the East line of said Section 28; thence North 77°12'44" East 946.52 feet; thence North 38°15'13" East 646.00 feet to a point on a 40-acre line; thence South 00°00'13" West 912.67 feet along a 40-acre line to the Northeast corner of the Southwest quarter of the Northwest quarter of Section 27; thence North 89°49'58" East 1322.83 feet along 40-acre line to the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 27; thence South 00°02'42" West 1329.32 feet along the quarter Section line to the center of said Section 27; thence South 00°02'42" West 1327.99 feet along the quarter Section line to the Southeast corner of the

Northeast quarter of the Southwest quarter of said Section 27; thence South 89°51'49" West 581.86 feet along a 40-acre line; thence South 3°50'00" West 760.59 feet; thence along the arc of a 398.77 foot radius curve to the left 195.96 feet (chord to said curve bears South 10°14'40" East, 194.00 feet); thence South 24°19'21" East 490.99 feet; thence South 09°40'00" East 1184.72 feet to the North right-of-way line of SR 92 (Alpine Highway); thence along the North right-of-way line of SR 92 (Alpine Highway) the following 18 courses and distances: (1) South 72°05'56" West, 48.52 feet; (2) South 88°00'20" West, 679.12 feet; (3) South 00°18'40" East, 7.00 feet; (4) South 89°41'34" West, 300.00 feet; (5) South 89°41'35" West, 400.00 feet; (6) South 89°43'46" West, 790.00 feet; (7) South 89°40'02" West, 1110.00 feet; (8) South 89°44'09" West 670.00 feet; (9) South 89°41'35" West 200.09 feet; (10) North 89°58'01" West, 575.41 feet; (11) South 89°13'00" West, 158.00 feet; (12) North 87°35'00" West, 155.50 feet; (13) along the arc of a 5679.70 foot radius curve to the right 851.68 feet (chord to said curve bears North 85°28'58" West, 850.88 feet); (14) South 00°03'24" East 11.72 feet; (15) along the arc of a 5679.70 foot radius curve to the right 78.18 feet (chord to said curve bears North 81°25'40" West, 78.18 feet); (16) North 81°02'00" West, 750.50 feet; (17) along the arc of a 5779.70 foot radius curve to the left 685.95 feet (chord to said curve bears North 84°26'00" West 685.55 feet); (18) North 87°50'00" West, 300.29 feet; thence North 00°04'52" West 1035.44 feet; thence North 89°58'12" West 24.75 feet to the point of beginning.

Less and Excepting therefrom said Parcel 8 that portion of property contained within the EDA Parcel described as follows:

Beginning at a point that is North 49°33'54" East 689.864 feet from the South quarter corner of said Section 28, a found brass cap monument set in concrete; thence North 07°36'13" West 561.630 feet; thence North 57°40'47" East 197.972 feet; thence North 32°19'13" West 130.00 feet; thence North 57°40'51" East 470.000 feet; thence North 32°19'13" West 292.138 feet; thence North 57°40'47" East 927.501 feet; thence North 14°38'07" West 470.873 feet; thence North 75°21'53" East 850.000 feet; thence South 14°38'07" East 393.198 feet; thence South 74°14'09" East 895.770 feet; thence South 15°45'51" West 356.197 feet; thence South 74°14'09" East 434.876 feet; thence South 15°45'51" West 1123.803 feet; thence North 74°14'09" West 945.256 feet; thence South 81°45'51" West 494.185 feet; thence South 57°45'51" West 643.508 feet; thence South 81°48'12" West 794.602 feet to the point of beginning.

Also Less and Excepting therefrom said Parcel 8 the following four Parcels belonging to Lehi City, being more particularly described as follows:

Beginning at a point located North 89°58'12" West along the Section line 828.79 feet and South 1229.25 feet from the North quarter corner of Section 33, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 00°03'24" West 1229.25 feet to a point on a 40-acre line; thence North 00°02'28" West 1340.42 feet; thence South 89°54'21" East 830.34 feet to a point on the quarter Section line of said Section 28; thence South 89°54'32" East 408.82 feet; thence South 00°00'44" East 12.00 feet to a 40-acre line; thence North 89°54'32" West along a 40-acre line 408.82 feet to the Northeast corner of the Southeast quarter of the Southwest quarter of said Section 28; thence North 89°54'21" West along a 40-acre line 788.26 feet; thence along the arc of a 30.00 foot radius curve to the left 47.20 feet (chord bears South 45°01'35" West, 42.48 feet); thence South 00°02'28" East 1298.33 feet to a point on a 40-acre line; thence South

00°03'24" East 1231.10 feet; thence along the arc of a 5679.70 foot radius curve to the right 12.14 feet (chord bears North 81°14'53" West, 12.14 feet) to the point of beginning.

Beginning at a point located North 00°01'56" East along the Section line 1324.38 feet and North 89°54'32" West 2248.53 feet along the 40-acre line and North 00°00'44" West 12.00 feet from the Southeast corner of Section 28, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 89°54'32" West 50.000 feet; thence North 00°00'44" West 540.79 feet; thence South 89°54'32" East 425.52 feet; thence South 00°00'44" East 262.79 feet; thence North 89°54'32" West 375.52 feet; thence South 00°00'44" East 278.00 feet to the point of beginning.

Beginning at a point located North 00°01'56" East along the Section line 1324.38 feet and North 89°54'32" West 1873.01 feet along the 40-acre line from the Southeast corner of Section 28, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 89°54'32" West along the 40-acre line 375.52 feet; thence North 00°00'44" West 290.00 feet; thence South 89°54'32" East 375.52 feet; thence South 00°00'44" East 290.000 feet to the point of beginning.

Beginning at a point on the Grantor's Easterly property line, said point lies 2257.32 feet North 00°02'42" East along the quarter section line from the South quarter corner of Section 27, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 90°00'00" West 460.84 feet; thence North 41°14'37" West 221.15 feet; thence North 09°32'45" West 475.44 feet; thence North 45°00'00" East 374.57 feet; thence North 90°00'00" East 421.33 feet to a point on said quarter section line, said point also being on the Grantor's Easterly property line; thence South 00°02'42" West 900.00 feet along said quarter section line and Easterly property line to the point of beginning.

PARCEL 9 (Group 9):

A parcel of land located in Utah County, Utah, in the Northeast quarter of Section 29 and the Northwest quarter of Section 28, in Township 4 South, Range 1 East, Salt Lake Base and Meridian, and being more particularly described according to the following courses and distances, to wit:

Beginning at the East quarter corner of Section 29, Township 4 South, Range 1 East, Salt Lake Base and Meridian, said corner being a found Utah County Monument; and running thence North 89°59'40" West 751.51 feet; thence North 01°06'24" East 464.89 feet; thence North 42°13'51" East 671.19 feet; thence North 64°16'59" East 357.35 feet; thence North 51°34'21" East 1034.94 feet; thence South 38°55'22" East 622.92 feet; thence South 02°49'01" West 378.35 feet; thence North 73°37'22" East 1501.45 feet; thence South 07°25'48" East 648.21 feet; thence South 76°05'04" West 83.07 feet; thence South 00°01'37" East 665.58 feet; thence North 89°50'30" West 2658.13 feet to the point of beginning.

PARCEL 10:

A 12' wide roadway as conveyed in Special Warranty Deed by Lehi City, a municipal

corporation, grantor, to Micron Technology, Inc., a Delaware corporation, grantee, recorded February 26, 2004 as Entry No. 21549:2004 of Official Records and described as follows:

Beginning at a point along the North line of a State Road which is 1383.21 feet North 3483.47 feet West of the East Quarter Corner of Section 33, Township 4 South, Range 1 East, Salt Lake Base and Meridian (Basis of Bearing: N 00°01'41" E from said corner to the Northeast Corner of said section, being a State Plane Coordinate Bearing); thence as follows: North 00°03'10" West 1269.31 feet; North 00°01'55" West 1340.44 feet; South 89°53'47" East 830.33 feet; South 89°54'03" East 408.76 feet; South 00°00'12" East 12.00 feet; North 89°54'03" West 408.78 feet to the Southwest Corner of the Northwest Quarter of the Southeast Quarter of Section 28, Township 4 South, Range 1 East, Salt Lake Base and Meridian; North 89°53'47" West 788.23 feet to a 30.00 radius, tangent, curve to the left (CA = 90°08'08", T = 30.07', CH = 42.48', CHB = S 45°02'09" W) 47.19 feet along said curve; South 00°01'55" East 1298.34 feet; South 00°03'10" East 1271.63 feet to a 5679.7 foot, non-tangent, State Road curve to the right (CA = 00°07'24", T = 6.11', CH = 12.22', CHB = N 79°05'15" W) 12.22 feet along said curve to the point of beginning.

PARCEL 11:

A parcel of land conveyed by Fox Ridge Investments, LLC as grantor to Micron Technology, Inc. as grantee by Special Warranty Deed recorded November 21, 2003 as Entry No. 185504:2003 of Official Records and described as follows:

Beginning at the Southeast Corner of Section 29, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence North 0°05'59" West along the Section line 1330.470 feet; thence South 89°57'27" West 2071.188 feet; thence South 0°05'59" East 1332.814 feet; thence North 89°57'27" East along the Section line 743.393 feet; thence South 0°02'37" East 972.063 feet to the North line of 11000 North Utah County Road U80; thence South 87°47'39" East along said road 1329.427 feet to the East line of Section 32; thence North 0°04'39" West along said Section line 1026.561 feet to the point of beginning.

PARCEL 12:

A parcel of land conveyed by Lehi City, a municipal corporation as grantor to Micron Technology, Inc., a Delaware corporation as grantee by Special Warranty Deed recorded February 26, 2004 as Entry No. 21543:2004 of Official Records and described as follows:

Beginning at a point which is 3978.11 feet North and 1870.78 feet West of the East Quarter Corner of Section 33, Township 4 South, Range 1 East, Salt Lake Base & Meridian (Basis of Bearing: North 00°01'41" East from said corner to the Northeast Corner of said section, being a State Plane Coordinate Bearing); thence North 89°54'03" West along the South line of the Northwest Quarter of the Southeast Quarter of Section 28, Township 4 South, Range 1 East, Salt Lake Base & Meridian 375.52 feet; thence North 00°00'12" West 290.00 feet; thence South 89°54'03" East 375.52 feet; thence South 00°00'12" East 290.00 feet to the point of beginning.

PARCEL 13:

A parcel of land conveyed by Lehi City, a municipal corporation as grantor to Micron Technology, Inc., a Delaware corporation as grantee by Special Warranty Deed recorded February 26, 2004 as Entry No. 21544:2004 of Official Records and described as follows:

Beginning at a point which is 3978.76 feet North and 2246.30 feet West of the East Quarter Corner of Section 33, Township 4 South, Range 1 East, Salt Lake Base & Meridian (Basis of Bearing: North 00°01'41" East from said corner to the Northeast Corner of said section, being a State Plane Coordinate Bearing); thence North 89°54'03" West along the South line of the Northwest Quarter of the Southeast Quarter of Section 28, Township 4 South, Range 1 East, Salt Lake Base & Meridian 50 feet; thence North 00°00'12" West 552.79 feet; thence South 89°54'03" East 425.52 feet; thence South 00°00'12" East 262.79 feet; thence North 89°54'03" West 375.52 feet; thence South 00°00'12" East 290.00 feet to the point of beginning.

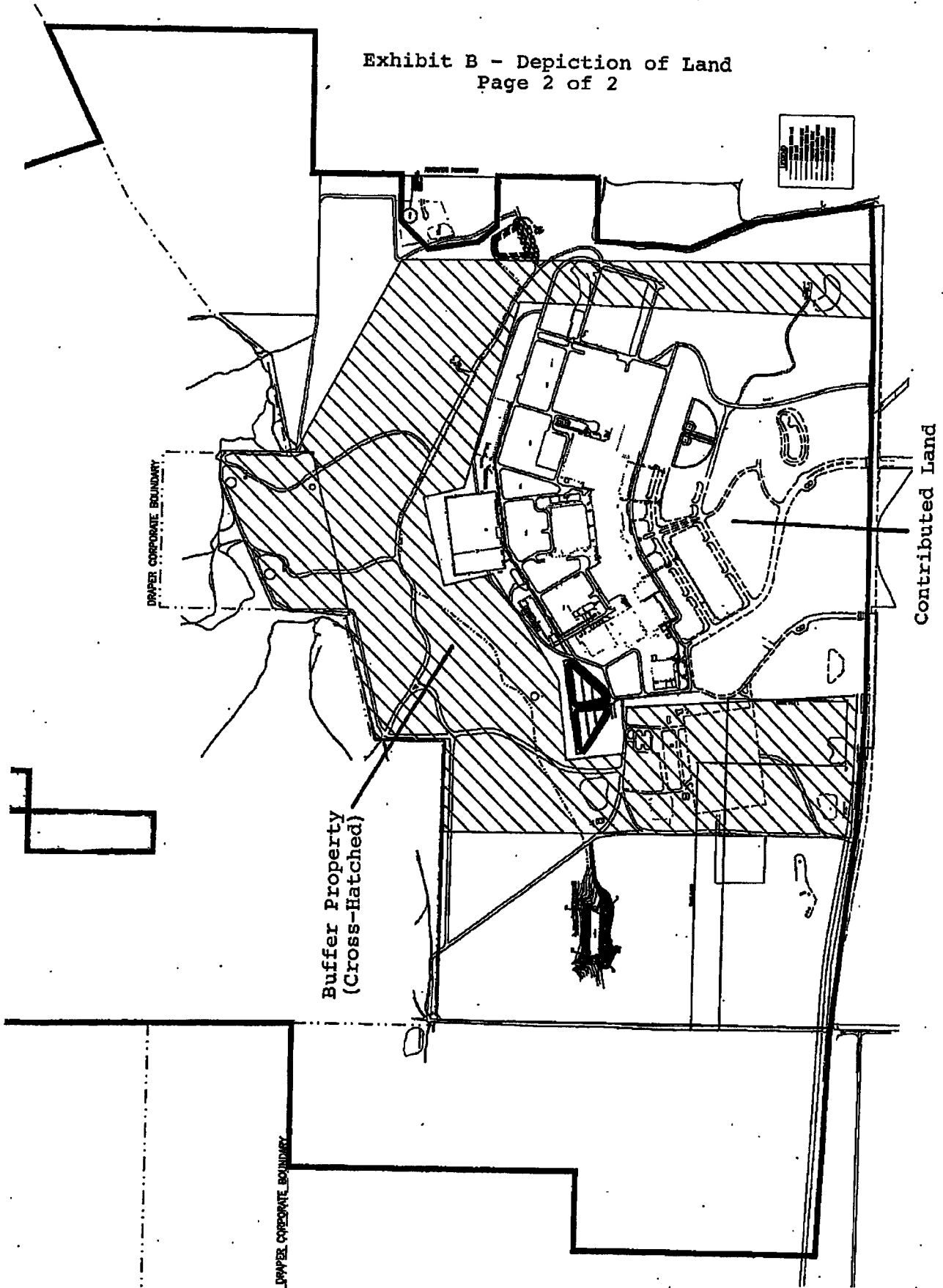
EXHIBIT B

Micron Retained Property

Page 1 of 2

Attached is a site plan, which, along with this statement, will constitute Exhibit B to this Agreement. The property cross-hatched is the property referred to as the "Buffer Property" as defined in the Right of First Offer Agreement between the parties of even date herewith. The property surrounded by the Buffer Property on the East, West and North, and continuing to the highway right of way to the South is the Contributed Land.

Exhibit B - Depiction of Land
Page 2 of 2



Tax ID No. 11-030-0026

Tax ID No. 11-030-0027.

Tax ID No. 11-015-0006.

Tax ID No. 11-029-0007.

Tax ID No. 11-028-0018.

Tax ID No. 11-029-0026.

Tax ID No. 11-029-0034.

Tax ID No. 11-030-0023

Tax ID No. 11-029-0033.

Tax ID No. 11-029-0501.

Tax ID No. 11-034-0015

Tax ID No. 11-029-0021.

Tax ID No. 11-029-0022.