

EXECUTION COPY

ENT 4943:2006 PG 1 of 20
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 Jan 13 2:27 pm FEE 60.00 BY CS
RECORDED FOR TALON GROUP
ELECTRONICALLY RECORDED

WHEN RECORDED RETURN TO:

Jones Waldo Holbrook & McDonough, P.C.
170 S. Main St., Suite 1500
Salt Lake City, Utah 84101-1622
Attn: Glen D. Watkins

RIGHT OF FIRST OFFER AGREEMENT

THIS RIGHT OF FIRST OFFER AGREEMENT ("Agreement") is made and entered into this 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 ("Joint Venture Company"). Unless otherwise set forth herein, capitalized terms shall have the meaning given them in the Master Agreement (defined below).

A. Micron and the Joint Venture Company entered into that certain Master Agreement dated as of November 18, 2005 (the "Master Agreement"), in connection with the formation of the Joint Venture Company;

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 "Micron Property").

C. Pursuant to the Master Agreement and the Lehi Lease (as defined in the Master Agreement), Micron agreed to lease and subsequently transfer to the Joint Venture Company a portion of the Micron Property (the "Contributed Land"), which portion is depicted on the site plan attached hereto as Exhibit B (the "Site Plan"); and

D. The Micron Property not included within the Contributed Land (the "Micron Retained Property") will be retained by Micron; and

E. In connection with the Master Agreement, Micron agreed to grant the Joint Venture Company a right of first offer with respect to that certain portion of the Micron Retained Property depicted on the Site Plan as "Buffer Property" (the "Buffer Property"), on the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Micron and the Joint Venture Company hereby agree as follows:

1. RIGHT OF FIRST OFFER.

THE TALON GROUP
AW# 424705ms

(a) In the event that Micron shall decide to sell all or any portion of the Buffer Property, Micron shall provide written notice (the "Offering Notice") to the Joint Venture Company of Micron's decision to propose that such property be sold on such terms as are set forth therein (the "Right of First Offer"). At a minimum, the Offering Notice shall include (i) a site plan or legal description showing or describing the property to be sold, (ii) a price, and (iii) a description of, and terms regarding, any water rights and utility easements to be included with the sale. The property described in the Offering Notice shall be referred to herein as the "Offered Property" and may include, in Micron's sole discretion, any portion of the Micron Retained Property which is adjacent to any part of the Buffer Property. It is understood and agreed that the Right of First Offer shall not in any way be interpreted as affecting any portion of the Micron Retained Property which is not part of the Buffer Property unless such property is contiguous to the Buffer Property and designated as part of the Offered Property as identified above. In the event that any Offered Property is not acquired by the Joint Venture Company or sold to an Other Purchaser (as defined below), then any part of such Offered Property that is not part of the Buffer Property shall not be thereafter deemed to be subject to the Right of First Offer unless subsequently included as "Offered Property" in a subsequent Offering Notice.

(b) The Joint Venture Company shall have thirty (30) calendar days after receipt of the Offering Notice to exercise its rights hereunder by giving written notice (the "Acceptance Notice") to Micron. If the Joint Venture Company gives an Acceptance Notice, the parties shall negotiate exclusively and in good faith for a period of forty-five (45) calendar days following the Acceptance Notice toward a purchase and sale agreement for the sale of the Offered Property on the terms set forth in the Offering Notice and on other terms mutually agreeable to Micron and the Joint Venture Company, the first draft of which shall be prepared by the Joint Venture Company and the terms of which shall include such terms as are stated in the Offering Notice (a "Purchase Agreement").

(c) In the event that the Joint Venture Company shall not timely give an Acceptance Notice, or in the event that the Joint Venture Company and Micron do not execute a Purchase Agreement within forty-five (45) calendar days following the Acceptance Notice, or in the event that the Joint Venture Company shall not acquire the Offered Property pursuant to the Purchase Agreement, then Micron shall have the right to sell the Offered Property to any other party (an "Other Purchaser") provided that the purchase price to the Other Purchaser shall not be less than the purchase price specified in the Offering Notice, and provided that there are no other terms that are substantially more favorable to the Other Purchaser than were specified in the Offering Notice (including without limitation terms with respect to any water rights owned by Micron and access and utility easements). The right of Micron to so sell the Offered Property shall extend for nine (9) months from the date of the Offering Notice. In the event that Micron does not sell the Offered Property within such nine (9) month period or in the event that Micron desires to sell the Property for a purchase price less than the purchase price specified in the Offering Notice or with any other terms that are substantially more favorable to the Other Purchaser than were specified in the Offering Notice (including without limitation terms with respect to any water rights owned by Micron and access and utility easements), Micron shall provide the Joint Venture Company with an additional Offering Notice and Right of First Offer in the manner set forth above in Section 1(a). In the event that Micron does sell the Offered Property within such nine (9) month period in accordance with this Section 1(c), then this Agreement shall terminate as to the Offered Property so sold. In the event that the Offered

Property so sold (in one or more transactions covered hereby) does not constitute all of the Buffer Property, this Agreement shall continue as to such remaining Buffer Property.

(d) This Agreement shall not apply to any sale of the Buffer Property to an Affiliate of Micron other than the Joint Venture Company.

(e) The obligations of Micron under this Agreement shall be binding upon Micron's respective successors and assigns, including any Affiliate, but excluding any purchaser of all or any portion of the Buffer Property pursuant to Section 1(c) other than an Affiliate. The rights of the Joint Venture Company hereunder shall inure to the benefit of the Joint Venture Company's successors and assigns (including any transferee of the Contributed Land, whether upon dissolution of the Joint Venture Company or otherwise).

2. GENERAL PROVISIONS.

(a) Notices. All notices and other communications hereunder shall be in writing and shall be deemed given upon (A) transmitter's confirmation of a receipt of a facsimile transmission, (B) confirmed delivery by a standard overnight carrier or when delivered by hand, (C) the expiration of five (5) Business Days after the day when mailed in the United States by certified or registered mail, postage prepaid, or (D) delivery in person, addressed at the following addresses (or at such other address for a party as shall be specified by like notice):

To Micron :

Micron Technology, Inc.
 8000 S. Federal Way
 Mail Stop 1-507
 Boise, ID 83716
 Attn: General Counsel
 Facsimile: (208) 368-4537

To Joint Venture Company:

IM Flash Technologies, LLC
 1550 East 3400 North
 Lehi, UT 84043
 Attn: David A. Baglee; Rodney Morgan
 Facsimile: (801) 767-5370

(b) Costs. Micron and the Joint Venture Company each shall pay its own costs and expenses incurred in preparation and execution of and performance under this Agreement.

(c) Entire Agreement, Amendment. This Agreement, the Master Agreement and the Lehi Lease, including the exhibits attached thereto, constitute the entire agreement between the parties hereto relative to the subject matter hereof. Any prior negotiations, correspondence, or understandings relative to the subject matter hereof shall be deemed to be merged in this Agreement and shall be of no force or effect. This Agreement may not be

amended or modified except in writing executed by both of the parties hereto. All exhibits referred to herein are hereby incorporated by reference.

(d) Choice of Law. This Agreement shall be governed by the laws of the State of Delaware as to all matters other than those matters pertaining to real property which are customarily governed by the laws of the State in which the Contributed Land is located.

(e) 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 Delaware 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.

(f) Miscellaneous. The section headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this Agreement. Time is of the essence.

(g) No Waiver. Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

(h) Invalidity of Provision. If any provisions of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permitted by applicable law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

(i) Dispute Resolution. Any dispute, controversy or claim arising out of, or in connection with, or in relation to the interpretation, performance or breach of this Agreement shall be resolved in the manner as established therefor in the Master Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MICRON:

Micron Technology, Inc.,
a Delaware corporation

By: 

Name: Steven R. Appleton

Title: Chief Executive Officer and President

JOINT VENTURE COMPANY:

IM Flash Technologies, LLC
a Delaware Limited Liability Company

By: _____

Name: David A. Baglee

Title: Authorized Officer

By: _____

Name: Rodney Morgan

Title: Authorized Officer

**THIS IS THE SIGNATURE PAGE FOR THE RIGHT OF FIRST OFFER ENTERED
INTO BY AND BETWEEN MICRON TECHNOLOGY, INC. AND IM FLASH
TECHNOLOGIES, LLC**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

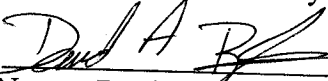
MICRON:

Micron Technology, Inc.,
a Delaware corporation

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

JOINT VENTURE COMPANY:

IM Flash Technologies, LLC
a Delaware Limited Liability Company

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

By: _____
Name: Rodney Morgan
Title: Authorized Officer

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Title: Chief Executive Officer and President

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IM Flash Technologies, LLC
a Delaware Limited Liability Company

By: _____

Name: David A. Baglee

Title: Authorized Officer

By:  _____

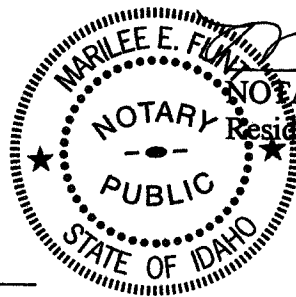
Name: Rodney Morgan

Title: Authorized Officer

**THIS IS THE SIGNATURE PAGE FOR THE RIGHT OF FIRST OFFER ENTERED
INTO BY AND BETWEEN MICRON TECHNOLOGY, INC. AND IM FLASH
TECHNOLOGIES, LLC**

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

ON THIS 6th day of January, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared STEVEN R. APPETON, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he/she is the CEO & PRESIDENT of Micron Technology, Inc., a Delaware corporation, and that he/she executed such instrument on behalf of said corporation by authority of its board of directors, and said person acknowledged to me that he/she executed such instrument as the act and deed of said corporation.

 Marilee E. Flunt
NOTARY PUBLIC
Residing at: ADA COUNTY, BOISE, IDAHO

My Commission Expires:
5/6/2011

STATE OF _____)
) ss.
COUNTY OF _____)

ON THIS ____ day of January, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he/she is the _____ of IM Flash Technologies, LLC, a Delaware limited liability company, and that he/she executed such instrument on behalf of said corporation by authority of its board of directors, and said person acknowledged to me that he/she executed such instrument as the act and deed of said corporation.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

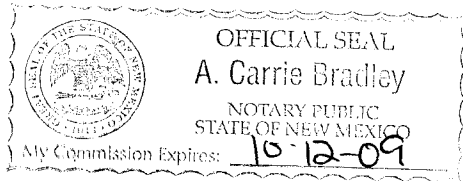
ON THIS ___ day of January, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he/she is the _____ of Micron Technology, Inc., a Delaware corporation, and that he/she executed such instrument on behalf of said corporation by authority of its board of directors, and said person acknowledged to me that he/she executed such instrument as the act and deed of said corporation.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

STATE OF New Mexico)
) ss.
COUNTY OF Sandoval)

ON THIS 1 day of January, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DAVID A BASLER, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he/she is the AUTHORIZED OFFICER of IM Flash Technologies, LLC, a Delaware limited liability company, and that he/she executed such instrument on behalf of said corporation by authority of its board of directors, and said person acknowledged to me that he/she executed such instrument as the act and deed of said corporation.



A. Bradley

NOTARY PUBLIC
Residing at: Abuquerque, NM

My Commission Expires:

10-12-09

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

ON THIS 6th day of January, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROSEY MORGAN, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he/she is the AUTHORIZED OFFICER of IM Flash Technologies, LLC, a Delaware corporation, and that he/she executed such instrument on behalf of said corporation by authority of its board of directors, and said person acknowledged to me that he/she executed such instrument as the act and deed of said corporation.

Marilee E. Flint
NOTARY PUBLIC
Residing at: ADA County, Boise, IDAHO

My Commission Expires:
5/6/2011

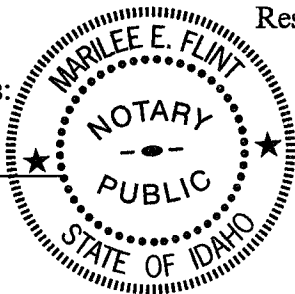


EXHIBIT A

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:

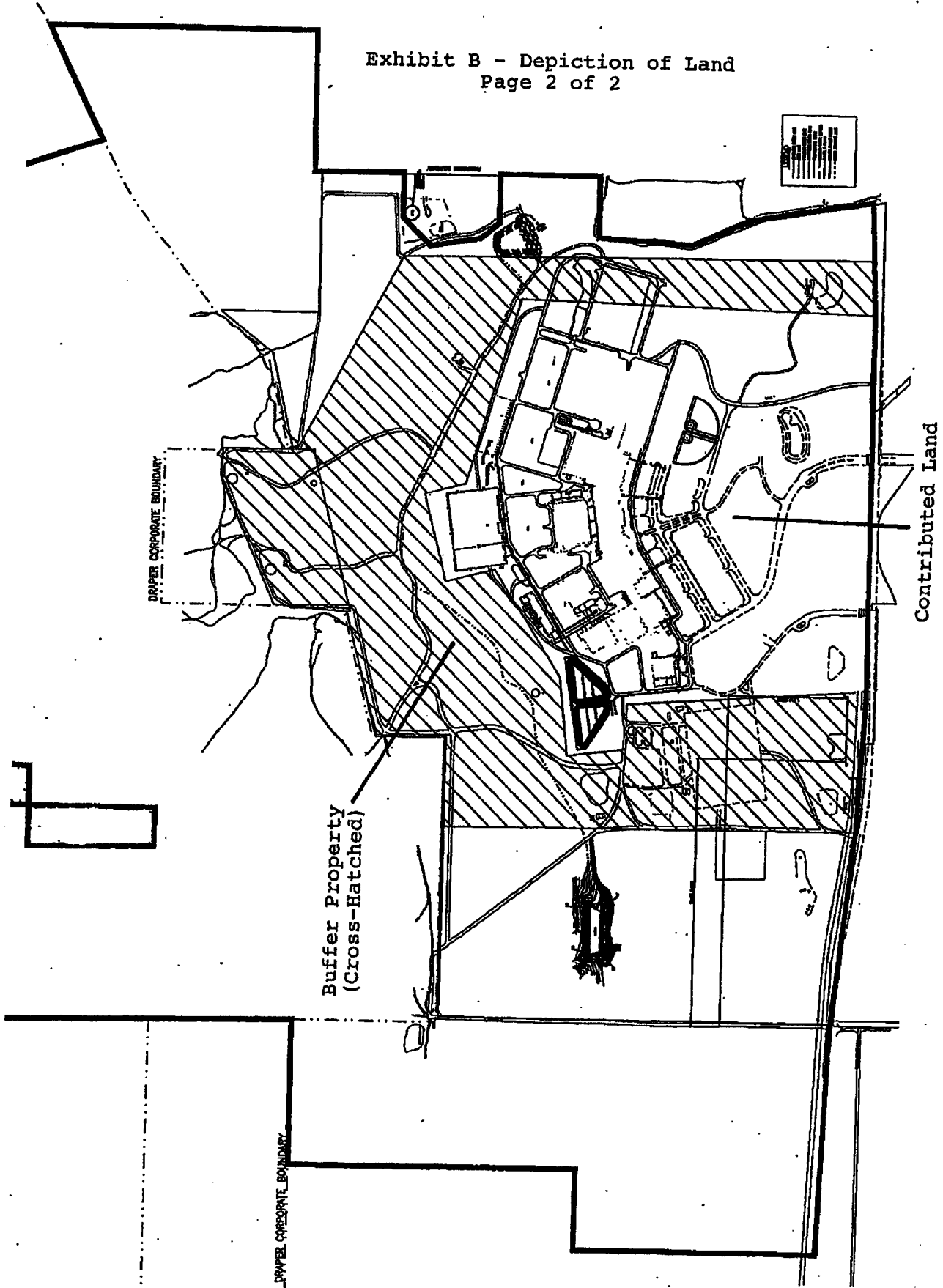
Beginning at a point which is 3978.76 feet North and 2246.30 feet West of the East Quarter Corner of Section 33, Township 4 South, Range 1 East, Salt Lake Base & Meridian (Basis of Bearing: North 00°01'41" East from said corner to the Northeast Corner of said section, being a State Plane Coordinate Bearing); 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

Page 1 of 2

Attached is a site plan, which, along with this statement, will constitute Exhibit B to this Right of First Offer 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.