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 Gary W. Ott  
 Recorder, Salt Lake County, UT  
 TALON GROUP  
 BY: eCASH, DEPUTY - EF 12 P.

**RECORDING REQUESTED BY  
 AND WHEN RECORDED, MAIL TO:**

Glen D. Watkins, Esq.  
 Jones, Waldo, Holbrook & McDonough, P.C.  
 170 South Main Street, Suite 1500  
 Salt Lake City, Utah 84101-1644

Tax Parcel Ref: 27-32-321-004 & 003

Space Above For Recorder's Use

**DECLARATION OF RESTRICTIVE COVENANTS**

This Declaration of Restrictive Covenants ("**Declaration**") is entered into as of the 12<sup>th</sup> day of July, 2007 (the "**Effective Date**"), by and between INTEL CORPORATION, a Delaware corporation ("**Intel**") and RIVERTON OFFICE COMPLEX, LLC, a Utah limited liability company ("**ROC**").

**RECITALS**

A. ROC has purchased from Intel certain real property located in the City of Riverton, County of Salt Lake ("**County**"), State of Utah, and more particularly described in Exhibit "A" to this Declaration (the "**ROC Property**").

B. The ROC Property is located within the Intel Riverton Campus Subdivision in the City of Riverton, County of Salt Lake, State of Utah (the "**Development**") as depicted on the plat thereof (the "**Subdivision Plat**") recorded on December 31, 1999, in the official records of the County Recorder's Office as Entry No. 7546172 in Book 99-12P at Page 347, (1) with respect to which the boundaries of the lots located therein have been adjusted pursuant to that certain Notice of Lot Line Adjustment, approved and signed by the Riverton City Planning Commission on November 11, 2004, and recorded on November 24, 2004, in the official records of the County Recorder's Office as Entry No. 9231992 in Book 9064 at Page 9416 and that certain Quit Claim Deed, dated November 10, 2004, from Intel, as grantor, to Intel, as Grantee, and recorded on November 24, 2004, in the official records of the County Recorder's Office as Entry No. 9131993 in Book 9064 at Page 9426, and (2) as amended by that certain Intel Riverton Campus Subdivision Amended, according to the Official Plat thereof, recorded September 27, 2006 as Entry No. 9857960, in Book 2006P, at Page 281 in the Office of the Salt Lake County Recorder.

C. Intel has retained ownership of certain real property located within the Development, as more particularly described in Exhibit "B" to this Declaration (the "**Intel Property**"), and Intel may further subdivide the Intel Property.

D. Intel has previously entered into agreements with other owners of other portions of the Development regarding the further subdivision of the Development.

E. Intel and ROC desire to set forth in this Declaration the agreement of ROC to be bound by certain obligations of Intel related to the subdivision of the Development, as more particularly set forth below.

FIRST AMERICAN TITLE  
 BBJ# 4665695

F. Intel and ROC further desire to set forth in this Declaration the agreement of Intel to be bound by certain obligations of Intel related to the subdivision of the ROC Property, as more particularly set forth below.

NOW, THEREFORE, ROC agrees as follows:

1. **RESTRICTIVE COVENANTS.** ROC hereby covenants and agrees as follows:

1.1 **ROC's Consent to Further Subdivision by Intel.** ROC acknowledges and agrees that Intel or any of its successors in interest, one or more times, may seek governmental approval and record necessary documents to further reconfigure or subdivide the Intel Property or portions thereof, into a new configuration of lots (that may include additional lots), as Intel or any of its successors in interest may determine in their sole discretion, whether through a process of subdivision, adjusting lot lines or otherwise amending the Subdivision Plat or that portion of the plat of Physicians Park Subdivision, according to the recorded plat thereof, which contains any Intel Property (each an "**Intel Subdivision Plat Amendment**"). ROC hereby consents to and agrees not to object to each of the Intel Subdivision Plat Amendments and agrees to cooperate with Intel and any of its successors in interest in connection with their efforts to obtain all necessary governmental approvals for any Intel Subdivision Plat Amendment and to execute such documents as Intel and any of its successors in interest may request consenting to and effecting each Intel Subdivision Plat Amendment, including without limitation all such consents, documents and other instruments as Intel or any of its successors in interest, or the City of Riverton (the "**City**") and/or the County of Salt Lake (the "**County**") may request or require in connection with any such governmental approval; provided, however, that nothing set forth in this paragraph 1.1 shall obligate or require ROC to incur any material out-of-pocket expense or cost in connection with Intel Subdivision Plat Amendments.

1.2 **ROC's Consent to Further Subdivision by Home Depot.** Home Depot U.S.A., Inc., a Delaware corporation ("**Home Depot**"), and/or any of its successors in interest are the owners of a portion of the Development, as more particularly described in **Exhibit "C"** attached hereto (the "**Home Depot Property**"). In the event that Home Depot or any successor in interest to Home Depot, during the time period commencing as of the Effective Date and ending on November 24, 2009 (the "**Home Depot Subdivision Period**"), desires to subdivide the Home Depot Property, or in the event that Home Depot or any successor in interest to Home Depot desires to petition the City to vacate, alter or amend the Subdivision Plat, one or more times, ROC agrees to consent to any such subdivision or petition, to not object to any such subdivision or petition and to sign any such amended subdivision plat; provided, however, that nothing set forth in this paragraph 1.2 shall obligate or require ROC to incur any material out-of-pocket expense or cost in connection with such activities.

1.3 **ROC's Consent to Further Subdivision by IHC.** IHC Health Services, Inc., a Utah nonprofit corporation ("**IHC**") and any of its successors in interest are the

owners of a portion of the Development, as more particularly described in Exhibit "D" attached hereto and incorporated by reference (the "**IHC Property**"). IHC and any of its successors in interest intend to obtain required governmental approvals and record all necessary documents to amend the Subdivision Plat, whether pursuant to Part 8 of Chapter 9 of the Municipal Land Use Development and Management Act, Utah Code Ann. Sections 10-9-101 et seq., as amended ("**Act**"), through a process of subdivision, adjusting lot lines or otherwise, such that the IHC Property would no longer be included in the Subdivision Plat (the "**IHC-Related Subdivision Plat Amendment**"). ROC hereby consents to the IHC-Related Subdivision Plat Amendment and agrees to cooperate with IHC and any of its successors in interest in connection with its efforts to obtain all necessary governmental approvals for the IHC-Related Subdivision Plat Amendment and to execute such documents as IHC and any of its successors in interest may request consenting to and effecting the IHC-Related Subdivision Plat Amendment, including, without limitation, such consents, documents and other instruments as IHC and any of its successors in interest, the City and/or County may request or require in connection with any such governmental approval; provided however that nothing set forth in this paragraph 1.3 shall obligate or require ROC to incur any out-of-pocket expense or cost in connection with IHC-Related Subdivision Plat Amendment; and provided that, except as and to the extent required by IHC, IHC shall not be responsible for any attorneys' fees or other third-party expenses incurred by ROC in this connection.

1.4 Obligation on ROC's Successors and Assigns. ROC covenants and agrees that the covenants and agreements of ROC set forth in this Declaration (the "**Subdivision Covenants**") are binding, and shall remain binding, upon the ROC Property, and ROC hereby agrees to be bound by and fully perform, and to cause any of its successors, assigns, purchasers and transferees (including, without limitation, all subsequent owners of the ROC Property or any portion thereof) to be bound by and to fully perform, each of the Subdivision Covenants.

2. CHARACTER OF COVENANTS. The Subdivision Covenants made by ROC hereinabove are appurtenant to and for the benefit of the Development.

3. DIVISION OF PROPERTY. The parties recognize that the Development, including the ROC Property, may be subdivided at some point in the future. If either the Development or the ROC Property is hereafter subdivided, partitioned or otherwise divided into multiple parts, the covenants made herein appurtenant to the Development shall be appurtenant to each and every parcel created by such division, and the owners of each such parcel shall be entitled to the benefits of and all rights with respect to such covenants of ROC, regardless whether and to what extent such use or the exercise of such rights increases the burden on the ROC Property.

4. INTEL'S CONSENT TO FURTHER SUBDIVISION BY ROC. Intel acknowledges and agrees that ROC or any of its successors in interest, one or more times, may seek governmental approval and record necessary documents to further reconfigure or subdivide the ROC Property or portions thereof, as ROC or any of its successors in interest may determine in their sole discretion, whether through a process of subdivision, adjusting lot lines or otherwise

amending that portion of the plat of Physicians Park Subdivision, according to the recorded plat thereof, which contains the ROC Property (each a "ROC Subdivision Plat Amendment"). Intel hereby consents to and agrees not to object to each of the ROC Subdivision Plat Amendments and agrees to cooperate with ROC and any of its successors in interest in connection with their efforts to obtain all necessary governmental approvals for any ROC Subdivision Plat Amendment and to execute such documents as ROC and any of its successors in interest may request consenting to and effecting each ROC Subdivision Plat Amendment, including without limitation all such consents, documents and other instruments as ROC or any of its successors in interest, or the City and/or the County may request or require in connection with any such governmental approval; provided however, that nothing set forth in this paragraph 4 shall obligate or require Intel to incur any material out-of-pocket expense or cost in connection with ROC Subdivision Plat Amendments.

5. GENERAL PROVISIONS.

5.1. Covenants Run With the Land. The covenants made herein by ROC shall be appurtenant to and for the benefit of the Development, including the Intel Property, and each part thereof, and shall run with the land and burden the ROC Property. The covenants made herein by Intel shall be appurtenant to and for the benefit of the ROC Property, and each part thereof, and shall run with the Intel Property as the property burdened.

5.2. Modification. This Declaration may not be modified except with the consent of Intel, and then only by written instrument duly executed and acknowledged by Intel and recorded in the office of the recorder for Salt Lake County, Utah.

5.3. Attorneys' Fees. In the event of any legal action or proceeding arising out of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorney's fees on any appeal).

5.4. Exhibits. All Exhibits attached to this Declaration are specifically incorporated herein by this reference.

5.5. Severability. If any term or provision of this Declaration, or the application thereof to any person, entity or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration, or the application of such term or provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the full extent permitted by law.

5.6. Entire Agreement. This Declaration contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, oral or written, with respect to such matters. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

5.7. Recordation. This Declaration shall be recorded in the office of the recorder for Salt Lake County, Utah.

5.8. Priority. This Declaration shall be superior and senior to any lien placed upon the ROC Property, including the lien of any mortgage or deed of trust.

5.9. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah.

5.10. Counterparts. This Declaration 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.

5.11. Successors and Assigns. This Declaration shall inure to the benefit of Intel and ROC, as the case may be, and be binding upon ROC and Intel and their respective successors, assigns, purchasers and transferees (including, without limitation, all subsequent owners of the ROC Property, or any portion thereof, and the Intel Property, or any portion thereof), as the case may be, whether by operation of law or otherwise.

5.12. Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered personally, when deposited to be sent via a nationally-recognized overnight courier keeping receipts of delivery, service prepaid or billed to sender, or on the day said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To Intel: Intel Corporation  
4500 South Dobson Road  
Chandler, Arizona 85248  
Attention: Wallace H. Jacobs, OC2-151

With a copy to Intel's Counsel: Jones Waldo Holbrook & McDonough, P.C.  
170 South Main Street, Suite 1500  
Salt Lake City, Utah 84101  
Attention: Glen D. Watkins

To ROC: Riverton Office Complex, LLC  
310 E. 4500 South, Suite 470  
Salt Lake City, Utah 84107  
Attention: C. Douglas Tebbs

and

Snell & Wilmer, L.L.P.  
15 W. South Temple, Suite 1200

Salt Lake City, UT 84101  
Attention: Leeza Evensen

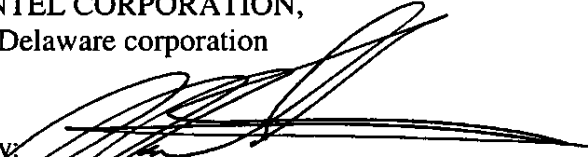
or to such other address as the parties may from time to time designate by notice in writing to the other party.


IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date first above written.

[SIGNATURE PAGES FOLLOW]

INTEL:

INTEL CORPORATION,  
a Delaware corporation

By:   
Print Name: Marcelo A. Romano  
Title: Global Real Estate Manager

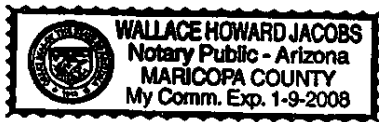
CORP. R.E. OK	
	7/10/07

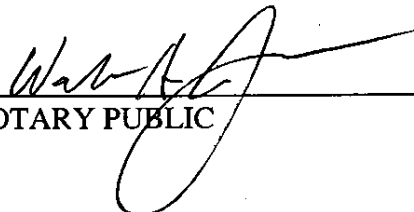
ACKNOWLEDGMENT:

STATE OF ARIZONA        )  
  ) ss  
COUNTY OF MARICOPA    )

On 7/10, 2007, before me, the undersigned Notary Public in and for said state, personally appeared Marcelo A. Romano, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity(is) upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

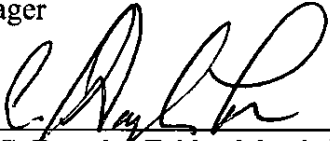


  
\_\_\_\_\_  
NOTARY PUBLIC

ROC:

RIVERTON OFFICE COMPLEX, LLC,  
a Utah limited liability company

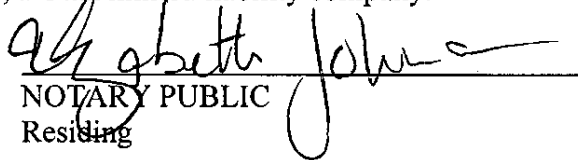
By: Physicians Investments & Insurance, L.C.,  
a Utah limited liability company  
Its: Manager

  
By: C. Douglas Tebbs, Member

ACKNOWLEDGMENT:

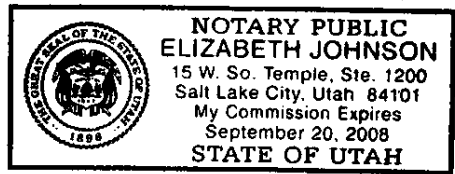
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of July, 2007, by C. Douglas Tebbs, Member of Physicians Investments & Insurance, L.C., the manager of Riverton Office Complex, LLC, a Utah limited liability company.

  
NOTARY PUBLIC  
Residing

at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_





**EXHIBIT "A"**

**Legal Description of the ROC Property**

LOT 1 and LOT 2, PHYSICIANS PARK SUBDIVISION, according to the Official Plat thereof, filed in the Office of the Recorder of the County of Salt Lake, State of Utah on March 29, 2007 as Entry No. 10050040 in Book 2007P of Plats at Page 140.

**EXHIBIT "B"**

**Legal Description of the Intel Property**

LOT 3, PHYSICIANS PARK SUBDIVISION, according to the Official Plat thereof, recoded in the Office of the Recorder of the County of Salt Lake, State of Utah on March 29, 2007 as Entry No. 10050040 in Book 2007P of Plats at Page 140; and

LOT 3, INTEL RIVERTON CAMPUS SUBDIVISION AMENDED, according to the Official Plat thereof, recorded September 27, 2006, as Entry No. 9857960, in Book 2006P, at Page 281 in the Office of the Salt Lake County Recorder; and

LOT 2, INTEL RIVERTON CAMPUS SUBDIVISION, according to the Official Plat thereof, recorded December 31, 1999, as Entry No. 7546172, in Book 99-12P, at Page 347 in the Office of the Salt Lake County Recorder, with respect to which the boundaries of the lots located therein have been adjusted pursuant to that certain Notice of Lot Line Adjustment, approved and signed by the Riverton City Planning Commission on November 11, 2004, and recorded on November 24, 2004 in the Office of the Salt Lake County Recorder, as Entry No. 9231992, in Book 9064, at Page 9416, and that certain Quit Claim Deed, dated November 10, 2004, and recorded on November 24, 2004, in the Office of the Salt Lake County Recorder, as Entry No. 9131993, in Book 9064, at Page 9426.

**EXHIBIT "C"**

**Legal Description of the Home Depot Property**

LOT 1 and LOT 3, INTEL RIVERTON CAMPUS SUBDIVISION, according to the Official Plat thereof, recorded December 31, 1999, as Entry No. 7546172, in Book 99-12P, at Page 347 in the Office of the Salt Lake County Recorder, with respect to which the boundaries of the lots located therein have been adjusted pursuant to that certain Notice of Lot Line Adjustment, approved and signed by the Riverton City Planning Commission on November 11, 2004, and recorded on November 24, 2004 in the Office of the Salt Lake County Recorder, as Entry No. 9231992, in Book 9064, at Page 9416, and that certain Quit Claim Deed, dated November 10, 2004, and recorded on November 24, 2004, in the Office of the Salt Lake County Recorder, as Entry No. 9131993, in Book 9064, at Page 9426.

**EXHIBIT "D"**

**Legal Description of the IHC Property**

LOT 5, INTEL RIVERTON CAMPUS SUBDIVISION, according to the Official Plat thereof, recorded December 31, 1999, as Entry No. 7546172, in Book 99-12P, at Page 347 in the Office of the Salt Lake County Recorder, with respect to which the boundaries of the lots located therein have been adjusted pursuant to that certain Notice of Lot Line Adjustment, approved and signed by the Riverton City Planning Commission on November 11, 2004, and recorded on November 24, 2004 in the Office of the Salt Lake County Recorder, as Entry No. 9231992, in Book 9064, at Page 9416, and that certain Quit Claim Deed, dated November 10, 2004, and recorded on November 24, 2004, in the Office of the Salt Lake County Recorder, as Entry No. 9131993, in Book 9064, at Page 9426.