

Recording Requested By:

Advanced Micro Devices, Inc.

When Recorded, Mail to:

Advanced Micro Devices, Inc.
P.O. Box 3453, MS-68
Sunnyvale, California 94088-3000
Attn: Richard Lovgren, Esq.

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AT REQUEST OF
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OFFICIAL RECORDS
SANTA CLARA COUNTY
BRENDA DAVIS
RECORDER

JAN 18 1994

with a copy to:

California Regional Water
Quality Control Board
San Francisco Bay Region
2101 Webster Street, Suite 500
Oakland, California 94612
Attn: Steven R. Ritchie, Executive Officer

COVENANT AND AGREEMENT TO RESTRICT USE OF PROPERTY AT
902 THOMPSON PLACE
SUNNYVALE, CALIFORNIA

This Covenant and Agreement ("Covenant") is made on the
17th day of January, 1994 by and between
Advanced Micro Devices, Inc., a Delaware corporation
("Covenantor"), and the California Regional Water Quality Control
Board, San Francisco Bay Region ("Regional Board").

R E C I T A L S

- A. Covenantor is the owner of that certain parcel of real property located at 902 Thompson Place, City of Sunnyvale, County of Santa Clara, State and California and more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property").
- B. Organic and inorganic chemicals have been detected in soil and groundwater at the Property. The Regional Board has issued Order 91-102, which provides for investigation of conditions at the Property and for remedial action.
- C. Covenantor desires and intends that in order to protect the present or future public health and safety, the Property shall be used in such a manner as to avoid potential harm to persons or property which may result from contamination which has been detected in groundwater beneath the Property.

NOW, THEREFORE, Covenantor, for itself, its successors and assigns, hereby declares and agrees as follows:

ARTICLE I
DEFINITIONS

1.01 Occupant. "Occupant" shall mean any person other than an Owner entitled by leasehold or other legal relationship to the exclusive right to occupy any portion of the Property.

1.02 Owner. "Owner" shall mean the Covenantor or its successors in interest, including heirs and assigns, who hold fee title to all or any portion of the Property.

1.03 Regional Board. "Regional Board" shall mean the California Regional Water Quality Control Board, San Francisco Bay Region, and shall include its successor agencies, if any.

1.04 Upper Water-Bearing Aquifer. "Upper Water-Bearing Aquifer" shall mean the potential water-bearing units occurring from ground surface to 20 feet below ground surface.

ARTICLE II
GENERAL PROVISIONS

2.01 Provisions to Run With the Land. The covenants, conditions and restrictions contained in this Covenant shall run with the land, and pass with each and every portion of the Property, and shall apply to and bind the respective successors-in-interest thereof. Each and all of the covenants, conditions, and restrictions are imposed upon the entire Property unless expressly stated to be applicable only to a specific portion of the Property. The covenants, conditions, and restrictions set out herein shall be incorporated by reference in each and all deeds and leases of appropriate portions of the Property.

2.02 Acceptance. Every Owner or Occupant, by acceptance of a deed conveying title to all or any portion of the subject Property, or by execution of a contract to purchase thereof, or by the acceptance of a lease, easement or license therefor, or by the taking of possession thereof, whether from Covenantor or any subsequent Owner or Occupant, shall accept such deed, contract, lease, easement, license or possession upon and subject to each and all of the covenants, conditions and restrictions contained in this Covenant, and by such acceptance shall for itself, its heirs, successors and assigns, covenant, consent and agree to and with Covenantor and the Regional Board, their heirs, successors and assigns, to keep, observe, comply with and perform the covenants, conditions and restrictions contained herein, whether or not any reference to this Covenant is contained in the instrument by which such person or entity acquired its interest in the subject Property. Every person or entity who now or hereafter owns or acquires any right, title or interest in and to any portion of the Property is and shall be conclusively deemed to have consented and agreed to the covenants, conditions and restrictions contained herein, whether or not any reference to this Covenant is contained in the instrument by which such person or entity acquired an interest in the Property or whether or not such person or entity obtained such interest by operation of law.

ARTICLE III
DEVELOPMENT, USE, AND CONVEYANCE OF THE PROPERTY

3.01 Restrictions on Use. Until such restrictions are terminated in accordance with Section 4.02 hereof, Covenantor promises to restrict the use of the Property as follows:

- a. The Owner or Occupant of the Property will not use or cause to be used the Upper Water-Bearing Aquifers as a source and/or supply of drinking water.
- b. The Owner or Occupant of the Property will not drill, construct, install, inspect, maintain, replace, remove, use, or operate any groundwater extraction wells or groundwater monitoring wells on the Property; provided, however, that any such wells may be located on or operated on the Property as may be necessary to investigate, characterize and remediate groundwater contamination pursuant to any order of any local, state or federal governmental or regulatory agency.

3.02 Conveyance of Property. The Owner or Owners shall provide a thirty (30) day advance notice to the Regional Board of any sale, lease, or other conveyance of the Property or an interest in the Property to a third person. The Regional Board shall not, by reason of the Covenant, have authority to approve, disapprove, or otherwise affect any sale, lease, or other conveyance of the Property except as otherwise provided by law or by administrative order.

3.03 Notice in Agreements. All Owners and Occupants shall execute a written instrument which shall accompany each purchase, lease, sublease, or rental agreement relating to the Property. The instrument shall contain the following statement:

"The groundwater and subsurface soil beneath the Property described herein contain hazardous substances. The California Regional Water Quality Control Board has determined that volatile organic chemicals are "chemicals of concern" with regard to groundwater, and that volatile organic chemicals are "chemicals of concern" with regard to soils. Pursuant to applicable provisions of Chapter 6.8 of Division 20 of the California Health and Safety Code and Chapter 5 of Division 2 of the California Water Code, the California Regional Water Quality Control Board is authorized to impose upon the Property and its owner(s) or occupant(s) appropriate conditions, restrictions and requirements necessary to control and/or remediate contamination detected at the Property. Additional information may be obtained by reviewing the files of the California Regional Water Quality Control Board, San Francisco Bay Region, or its successor agency. This statement is not a declaration that a hazard exists."

3.04 Enforcement. Failure of the Owner to comply with any of the requirements set forth in paragraph 3.01 shall be grounds for the Regional Board, by reason of the Covenant, to require that the Owner modify or remove any improvements constructed in violation of that paragraph. Violation of the Covenant shall be grounds for the Regional Board to pursue legal actions against the Owner to the extent provided by law.

ARTICLE IV VARIANCE AND TERMINATION

4.01 Variance. Any Owner or, with the Owner's consent, any Occupant of the Property or any portion thereof may apply to the Regional Board for a written variance from the provisions of this Covenant. Any Occupant making such application shall concurrently provide to all Owners a complete copy of such application. A variance shall be granted if the Regional Board determines that such variance will not (1) create or increase a significant present or future hazard to public health; (2) significantly diminish the ability to mitigate any significant potential or actual hazard to public health; or (3) cause a long-term increase in the number of humans or animals exposed to significant hazards which affect the health, well-being or safety of the public.

4.02 Termination. Any Owner or, with the Owner's consent, any Occupant of the Property or a portion thereof may apply to the Regional Board for termination of all or any of the provisions of this Covenant as they apply to all or any portion of the Property. Any Occupant making such application for termination shall concurrently provide to all Owners a complete copy of such application. The Regional Board shall terminate the provisions of this Covenant if (1) groundwater cleanup standards have been achieved and pollutant levels have stabilized in onsite aquifers, or (2) if conditions at the Property are otherwise found not to present a significant existing or potential hazard to present or future public health or safety. In determining whether conditions at the Property have ceased to present a significant existing or potential hazard to present or future public health or safety, the Regional Board shall give consideration to any or all of the following: (a) whether the contamination detected in the groundwater has been altered or removed in a manner which precludes any significant existing or potential hazard to present or future public health; (b) whether new scientific evidence has become available since the imposition of the restriction on the Property, concerning (i) the nature of the contaminant(s) which caused the Property to be restricted, or (ii) the geology or other physical environmental characteristics of the Property; or (iii) other factors that indicate that the Property does not present a significant current or future hazard to human health or safety.

4.03 Term. Unless terminated in accordance with paragraph 4.02 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE V
MISCELLANEOUS

5.01 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property or any portion thereof to the general public or for any purpose whatsoever.

5.02 Notices. Whenever any person given or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served or official of a government agency being served, or (2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return-receipt requested:

TO: Advanced Micro Devices, Inc.
 P.O. Box 3453
 Sunnyvale, California 94088-3453
 Attn: General Counsel

COPY TO: California Regional Water Quality Control Board
 San Francisco Bay Region
 2101 Webster Street
 Oakland, California 94612

5.03 Partial Invalidity. If any provision contained in this Covenant is determined to be invalid for any reason, the remaining portion(s) of this Covenant shall remain in full force and effect as if such provision had not been included herein.

5.04 Headings. Headings at the beginning of each numbered article or paragraph of this Covenant are solely for the convenience of the parties and are not part of the Covenant.


5.05 Recordation. This Covenant shall be executed by the Covenantor and by the Regional Board. This Covenant shall be recorded by the Covenantor in the County of Santa Clara within ten (10) days of the date of execution.

5.06 Counterparts. This Covenant may be executed in counterparts, each of which shall be deemed to be an original but which, taken together, shall constitute one and the same instrument.

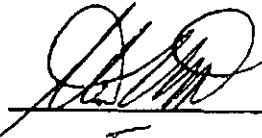
5.07 References. All references to Code sections include successor provisions.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

COVENANTOR
ADVANCED MICRO DEVICES, INC.

By:  - Richard Lougre
Title: Director & Acting General Counsel
Date: 1/7/94

REGIONAL WATER QUALITY CONTROL BOARD

By:  - Steven R. Ritchie
Title: EXECUTIVE OFFICER
Date: 1/7/94