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Recording Requested By:

Sanmina-SCI Corporation

When Recorded, Mail To:

Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, California 94612

REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Chicago Title

RDE # 011
1/25/2007
8:00 AM

CALIFORNIA REGIONAL WATER

FEB 15 2007

QUALITY CONTROL BOARD

**COVENANT AND ENVIRONMENTAL RESTRICTION
ON PROPERTY**

1625 Plymouth Street, Mountain View, California

This Covenant and Environmental Restriction on Property (this "Covenant") is made as of the 24th day of January, 2007 by Sanmina-SCI Corporation ("Covenantor") who is the Owner of record of that certain property situated at 1625 Plymouth Street, in the City of Mountain View, County of Santa Clara, State of California, which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (such portion hereinafter referred to as "the Burdened Property"), for the benefit of the California Regional Water Quality Control Board for the San Francisco Bay Region (the "Board"), with reference to the following facts:

220-51-911

A. This Covenant is made in accordance with the requirements of the Regional Board Site Cleanup Requirements Order No. 01-010 issued on January 24, 2001 ("the Order"), the Regional Board having determined that the groundwater underlying the Burdened Property contains hazardous materials.

B. Determination by Regional Board of Hazardous Materials on the Burdened Property. According to the Regional Board and as set forth in more detail in the Order, the Burdened Property contains hazardous materials as that term is defined in Health & Safety Code Section 25260, including without limitation trichloroethene (TCE), a volatile organic compound (VOC), and *cis*-1,2-dichloroethene, a degradation product of TCE. The ground water at the Burdened Property was contaminated from the use of degreasers containing solvents by Arrowhead Development Company, an amusement park equipment manufacturing facility. The Burdened Property is located within a regional VOC plume caused by solvent use at local properties by others. In October 1994, Montwood Corporation began operation of the Plymouth Street Extraction System (PSES), which utilizes vertical wells to provide interior source control within the regional VOC plume.

C. Exposure Pathways. The contaminants addressed in this Covenant are present in the shallow ground water beneath the Burdened Property.

D. Adjacent Land Uses and Population Potentially Affected. The Burdened Property is used for light industrial and is in an urban area of mixed light industry and office buildings.

E. Full and voluntary disclosure to the Board of the presence of hazardous materials on the Burdened Property has been made and extensive sampling of the Burdened Property has been conducted.

F. Purpose of Covenant. Covenantor desires and intends that in order to benefit the Regional Board, and to protect what the Regional Board considers to be the present and future public health and safety, the Burdened Property shall be used in such a manner as to avoid potential harm to persons or property that may result from hazardous materials in and on the Burdened Property. If and when land use changes from commercial to residential, the property owner shall re-evaluate any health risks relating to the presence of hazardous materials at the Burdened Property at that time. The Order, at C.6, requires Covenantor to implement a deed restriction for the site, or an alternative mechanism, prohibiting the use of any contaminated on-site groundwater as a source of drinking water until a determination has been made that groundwater cleanup standards have been achieved and pollutant levels have stabilized in the aquifers beneath the Burdened Property.

Covenantor desires and intends that the use of contaminated groundwater under the Burdened Property as a source of drinking or landscape water shall be prohibited, subject to the requirements stated herein, and that this Covenant will satisfy the requirements of a deed restriction under provision C.6 of the Order to prohibit the use of any contaminated on-site groundwater as a source of drinking water. This Covenant is being made pursuant to Civil Code § 1471.

ARTICLE I GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The Restrictions set forth in Article III are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest thereof, for the benefit of the Board and all Owners and Occupants. Each and all of the Restrictions are imposed upon the entire Burdened Property unless expressly stated as applicable to a specific portion of the Burdened Property. Each and all of the Restrictions run with the land pursuant to section 1471 of the Civil Code. Each and all of the Restrictions are enforceable by the Board.

1.2 Concurrence of Owners and Lessees Presumed. All purchasers, lessees, or possessors of any portion of the Burdened Property shall be deemed by their purchase, leasing, or possession of such Burdened Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of the Board and the Owners and Occupants of the Burdened Property and that the interest of the Owners and Occupants of the Burdened Property shall be subject to the Restrictions contained herein.

1.3 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions set out herein shall be incorporated in and attached to each and all deeds and leases of any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant and Agreement has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to restrict the use of the Burdened Property as provided herein, which restrictions will run with the land, to facilitate the remediation of any past environmental contamination and to protect human health and the environment by reducing the risk of potential exposure to residual hazardous materials. This Covenant does not create any private rights of action against Covenantor or any lessee or occupant of the Burdened Property.

1.5 Covenant Removal. Covenantor agrees that the use of on-property contaminated groundwater as a source of drinking or landscape water, is prohibited and that such prohibition shall remain in effect until (a) there is satisfactory evidence to the Regional Board that groundwater cleanup standards have been achieved and pollutant levels have stabilized in the aquifers beneath the Burdened Property; or (b) as a result of a written request and application, the Regional Board, or a successor agency, issues a written variance from the provisions of this Covenant as it applies to all or any portion of the Burdened Property, as described by the requester/applicant; or (c) the Regional Board, or a successor agency, orders an amendment or termination of this Covenant. Any release from, or termination of, the restrictions specified in this Covenant shall be effective when recorded by the Owner of the Burdened Property, or the relevant portion thereof in the County of Santa Clara.

ARTICLE II DEFINITIONS

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

2.2 Improvements. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved parking areas, constructed or placed upon any portion of the Burdened Property.

2.3 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to use and/or occupy all or any portion

of the Burdened Property.

2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and/or its successors in interest, who hold title to all or any portion of the Burdened Property.

ARTICLE III
DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Burdened Property as follows:

a. All uses and development of the Burdened Property shall be consistent with any then existing operative Regional Board Order. All uses and development shall preserve the integrity of any remedial measures taken or remedial equipment installed, and any groundwater monitoring system installed on the Burdened Property pursuant to the requirements of the Regional Board, unless otherwise expressly permitted in writing by the Regional Board.

b. No Owners or Occupants of the Burdened Property or any portion thereof shall drill, bore, otherwise construct, or use a well for the purpose of extracting water from the shallow zones for any use, including but not limited to, domestic, potable, landscape, or industrial uses, unless expressly permitted in writing by the Board.

c. The Covenantor agrees that the Board, and/or any persons acting pursuant to Board orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring, as provided for in Division 7 of the Water Code.

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the Restrictions, as set forth in paragraph 3.1, shall be grounds for the Board, by reason of this Covenant, to have the authority 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 Board to file civil actions against the Owner as provided by law.

3.3 Notice in Agreements. After the date of recordation hereof, the Owner shall execute a written instrument which shall accompany all purchase agreements or leases relating to the Burdened Property. Any such instrument shall contain the following statement, with correct information inserted where indicated:

The land described herein contains hazardous materials in the ground water under the property, and is subject to a deed restriction dated as of 1-25-, 2007, and recorded on 1-25, 2007, in the Official Records of Santa Clara County, California, as Document No. 19277714, which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

ARTICLE IV
VARIANCE AND TERMINATION

4.1 Variance. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or any portion thereof may apply to the Board for a written variance from the provisions of this Covenant.

4.2 Termination. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or a portion thereof may apply to the Board for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.

4.3 Term. Unless removed in accordance with paragraph 1.5, terminated in accordance with 4.2, or altered in accordance with paragraph 4.1, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE V
MISCELLANEOUS

5.1 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 Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives 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 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:

If To: "Covenantor"
Sanmina-SCI Corporation
2700 North First Street
San Jose, CA 95134

If To: "Board"
Regional Water Quality Control Board
San Francisco Bay Region
Attention: Executive Officer
1515 Clay Street, Suite 1400
Oakland, CA 94612

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

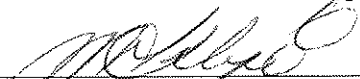
5.5 Recordation. This instrument shall be executed by the Covenantor and by the Executive Officer of the Board. This instrument shall be recorded by the Covenantor in the County of Santa Clara within ten (10) days of the date of execution.

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


5.7 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to effect the purpose of this instrument and the policy and purpose of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

Covenantor: Sanmina-SCI Corporation

By:  (Signature)
Title: V.P. GLOBAL FACILITIES MILAN KLIPA
Date: 1-23-07

Agency: State of California
Regional Water Quality Board,
San Francisco Bay Region

By:  (Signature)
Title: Executive Officer BRUCE H. WOLFE
Date: 1/22/07

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

} ss.

On Jan 27, 2007

before me,

Howard Leong, Notary Public

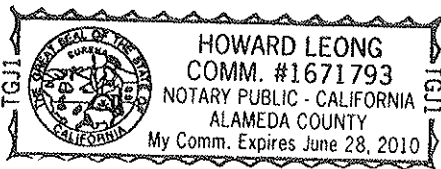
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

BRUCE H WOLFE

Name(s) of Signer(s)

- personally known to me
proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Handwritten signature of Howard Leong

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

COVENANT

Document Date:

Number of Pages:

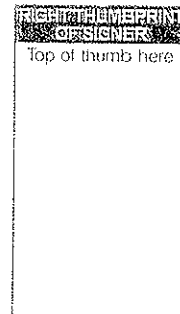
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name:

- Individual
Corporate Officer - Title(s)
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

Signer Is Representing:



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

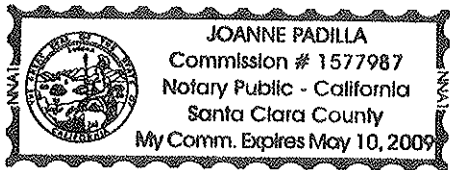
On January 23, 2007 before me, Joanne Padilla, Notary Public

personally appeared Milan Klipa

personally known to me

(or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

Joanne Padilla
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Covenant and Environmental Restriction on Property

Document Date: _____ Number of Pages: Seven

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Milan Klipa

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: VP Global Facilities

Signer Is Representing: Summit-SEC Corp.



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

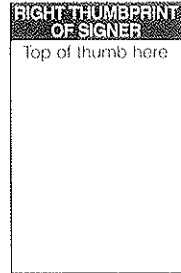


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MOUNTAIN VIEW, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

All of Parcel 3, as shown on that certain Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on October 25, 1982, in Book 505 of Maps page(s) 37 and 38.

PARCEL TWO:

A private ingress and egress easement over the Southerly 670.42 feet of the Westerly 19 feet of Parcel 1 of the above referred to Parcel Map.

PARCEL THREE:

A private ingress and egress easement over the Southerly 269.90 feet of the Westerly 14 feet of Parcel 2 of the above referred to Parcel Map.

PARCEL FOUR:

A private ingress and egress easement over the Easterly 14 feet of the Southerly 262 feet of Parcel 2 of the above firstly referred to Parcel Map.

PARCEL FIVE:

A ten (10.00) foot wide sanitary sewer easement situate in the City of Mountain View, County of Santa Clara, State of California, being a portion of Parcel 1 of that certain Parcel Map filed for record on October 25, 1982 in Book 505 of Maps, at pages 37 and 38, Santa Clara County Records, and lying five (5) feet on each side of the following described center line:

Commencing at the Northwest corner of said Parcel 1; thence South 85° 58' 30" East 33.54 feet along the Northerly line of said Parcel 1 to the true point of beginning; thence leaving said line South 4° 01' 30" West 30.00 feet; thence South 9° 36' 00" West 147.11 feet; thence South 1° 34' 37" West 106.00 feet along a line parallel with and distant Easterly 11.69 feet, measured at right angles from the Westerly line of said Parcel 1; thence leaving said parallel line South 41° 32' 05" West 18.21 feet to the Southeast corner of Parcel 2 of said Parcel Map and the point of termination of said easement.

The end lines of said easement to be terminated on the North by the Northerly line of said Parcel 1 and on the West by the Westerly line of said Parcel 1.

APN: 116-13-032