

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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Rosanna S. Russell, Esq.
Sedgwick, Detert, Moran & Arnold
One Embarcadero Center, 16th Floor
San Francisco, CA 94111

MAIL TAX STATEMENTS TO:

Tantau Partners LLC
490 California Avenue, 4th Floor
Palo Alto, CA 94306

**CORRECTIVE GRANT DEED STATING
ENVIRONMENTAL RESTRICTION**

This CORRECTIVE GRANT DEED STATING ENVIRONMENTAL RESTRICTION is intended to correct and restate the Grant Deed recorded on April 14, 2000 as Document No. 15214021 in the Official Records of the County of Santa Clara, State of California. Grantor declares that no documentary transfer tax is due.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, SMI HOLDING LLC, a Delaware limited liability company, as successor by merger to SIEMENS MICROELECTRONICS, INC., a Delaware corporation, formerly known as, SIEMENS COMPONENTS, INC., a Delaware corporation ("Grantor") hereby grants to TANTAU PARTNERS LLC, a California limited liability company ("Grantee"), all that certain real property ("Property") in the City of Cupertino, County of Santa Clara, California, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO the (i) liens, encumbrances, easements, covenants, conditions and Restriction of record stated set forth in Exhibit "B" attached hereto and by this reference incorporated herein, and (ii) the following environmental restriction ("Environmental Restriction"). The Environmental Restriction shall bind the successor owners of the Property for the benefit of Grantor, its successors and assigns:

The Property shall be used for nonresidential, commercial and industrial purposes only. No part of the Property shall be used for residential, hospital, school or day care center purposes. Grantor, its successors and assigns shall have the right to seek legal relief for any violation of the Environmental Restriction, including, but not limited to, injunctive relief to enforce the Environmental Restriction and damages from any person violating the Environmental Restriction.

RECORDING REQUESTED BY:

~~CORRECTED COPY~~ This document has
been compared with the original.
SANTA CLARA COUNTY CLERK-RECORDER

Doc#: 16849415
2/27/2003 12:19 PM

WHEN RECORDED MAIL TO:

SEDGWICK, DETERT, MORAN & ARNOLD
One Embarcadero Center, 16th Floor
San Francisco, California 94111-3765
Telephone: (415) 781-7900

THIS SPACE FOR RECORDER'S USE ONLY

PRINT SPECIFIC TITLE OF DOCUMENT BELOW LINE

CORRECTIVE GRANT DEED STATING ENVIROMENTAL RESTRICTION

Exhibit "A" to Corrective Deed

Legal Description of the Property

REAL PROPERTY in the City of Cupertino, County of Santa Clara, State of California, described as follows:

PARCEL ONE:

A portion of Lot 7 of the Partition of the Glendenning Estate the Map of which is on file in the Office of the Recorder of the County of Santa Clara, State of California in Book B of Maps, page(s) 15 and a portion of the Quito Ranch, and as described as follows:

Beginning at the Northeast corner of the 7.90 acre parcel of land described in the Final Order of Condemnation dated December 17, 1959, a certified copy of which was recorded in Book 4659, Official Records, page 613; thence along the Northerly line of the said parcel of land S. 89E 24' 05" W. 386.99 feet to the true point of beginning; then continuing along said Northerly line S. 89E 24' 05" W. 139.09 feet to the Northwesterly corner thereof; thence in a Westerly direction at a right angle to the Easterly line of Tantau Avenue, (75 feet wide), N. 39E 47' 24" W. 300.41 feet to the Easterly line of Tantau Avenue; thence along the said Easterly line N. 00E 12' 36" E. 601.56 feet; thence on a tangent curve to the right having a radius of 50.00 feet through a central angle of 89E 12' 33" an arc length of 77.85 feet to the Southerly line of Homestead Road as establish by Deed to the City of Cupertino, recorded in Book 7343, Official Records, page 76; thence along said Southerly line of Homestead Road N. 89E 25' 09" E. 389.54 feet; thence leaving said Southerly line S. 00E 09' 05" W. 654.97 feet to the true point of beginning.

PARCEL TWO:

A non-exclusive easement for ingress and egress for pedestrian and vehicles over, along and across easement Parcels No. 1, 2 and 3, as described and shown in the Reciprocal Driveway Easement and Maintenance Agreement recorded June 2, 1972 in Book 9862, page 473, Official Records. Reserving, however, to Vallco and its successors and lessees, and their invitees, for the benefit of the remaining lands of Vallco, the right of ingress and egress for pedestrians and vehicles over, along and across the same parcels, and the right of contributions for costs and maintaining and repairing the right of way pursuant to and in accordance with California Civil Code Section 845.

APN: 316-09-036

ARB: 316-9-31.01

Exhibit "B" to Corrective Deed

1. PROPERTY TAXES, including any assessments collected with taxes, for the fiscal year 2000-2001, a lien not yet due or payable.
2. THE LIEN of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. EASEMENT for the purposes stated herein and incidents thereto
Purpose : Public Utilities
Granted to : City of Cupertino
Recorded : December 7, 1966 in Book
7582, page 602, Official Records
Affects : The Northerly and Westerly 10' of said land
4. MATTERS in a document entitled Reciprocal Driveway Easement and Maintenance Easement, which provide for the reciprocal exchange of rights, easements, limitations, covenants, conditions, restrictions and maintenance provisions
Between : Valco Park Ltd., a limited
partnership, Mark Systems, Inc., a corporation
and : Intersil, Inc., a Delaware corporation
Recorded : January 28, 1969 in Book 8417, page 139, Official Records

Reference to the record thereof is made for full particulars.

Said matter affects this and other property.

5. MATTERS in a document entitled Reciprocal Driveway and Maintenance Agreement, which provide for the reciprocal exchange of rights, easements, limitations, covenants, conditions, restrictions and maintenance provisions
Between : Mark Systems, Inc., a
California corporation, Intersil, Inc., a Delaware
corporation
and : American-Micro-Systems, Inc., a California corporation
Recorded : June 2, 1972 in Book 9862, page 473, Official Records

Reference to the record thereof is made for full particulars..

Said matter affects this and other property.

6. EASEMENT for the purposes stated herein and incidents thereto
Purpose : Right of Way for Pipeline
Granted to : California Water Service
Recorded : June 28, 1972 in Book 9901, page 688, Official Records
Affects : The Southerly 40' of said land
7. EASEMENT for the purposes stated herein and incidents thereto
Purpose : Gas pipeline, right of way and incidents thereto

Granted to : Pacific Gas and Electric Company
Recorded : August 8, 1972 in Book 9962, page 578, Official Records
Affects : THE EXACT location of said
easement is not defined of record.

8. The Lease dated October 1, 1999 by and between SMI Holding LLC as Landlord and Infineon Technologies North American Corp. as Tenant.
9. ANY RIGHTS, interest, or claims adverse to those of the vestee herein which may exist or arise by reason of the following facts shown on a survey plat entitled "ALTA/ACSM LAND TITLE SURVEY", dated March 15, 2000, prepared by Kier & Wright Civil Engineers and Surveyors, Job No. 91103-1.
 - a. The fact that a concrete fence extends across the Easterly boundary of said land.
10. A Memorandum of Agreement between Grantor and Grantee including the licenses referred to therein, being recorded concurrently with this deed.

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On FEB. 14, 2003, before me, personally appeared DAVID STRYKER
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.

Joseph Richard Kraji, Jr. (Seal)
Signature

JOSEPH RICHARD KRAJCI, JR.
Notary Public, State of New York
No. 31-4507413
Qualified in New York County
Certificate Filed in New York County
Commission Expires March 30, 2003

IN WITNESS WHEREOF, the undersigned has executed this Corrective Grant Deed Stating Environmental Restriction as of 14 February, 2003.

Grantor:

SMI HOLDING LLC,
a Delaware limited liability company

By: 

Name:

Title:

David Stryker
Chief Executive Officer
and Manager