

ALLOCATION AND SETTLEMENT AGREEMENT
FOR MEW REMEDIAL PROGRAM MANAGEMENT BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AND
FAIRCHILD SEMICONDUCTOR CORPORATION,
RAYTHEON COMPANY, AND INTEL CORPORATION

The National Aeronautics and Space Administration ("NASA") enters into this Allocation and Settlement Agreement ("Agreement") for remedial program management with Fairchild Semiconductor Corporation ("Fairchild"), a Delaware corporation, Raytheon Company ("Raytheon"), a Delaware corporation, and Intel Corporation ("Intel"), a Delaware corporation. Fairchild, Raytheon, and Intel are collectively the "Companies." NASA and the Companies are collectively the "Parties." NASA enters into this Agreement with the Companies pursuant to the authority of the National Aeronautics and Space Act of 1958, as amended, 42 U.S.C. §§ 2451 et seq. (as so amended, "Space Act"), and the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, P.L. 99-499, 100 Stat. 1613 (1986) (as so amended, "CERCLA").

RECITALS

WHEREAS:

A. On June 9, 1989, the United States Environmental Protection Agency ("EPA") issued a Record of Decision ("ROD") for the Middlefield-Ellis-Whisman area of Mountain View, California ("MEW Area"), which ROD was modified in September 1990 and April 1996 by EPA's Explanations of Significant Differences ("ESDs"), and which requires the implementation of an EPA-approved regional groundwater remediation program ("RGRP").

B. On August 8, 1989, EPA, the California Department of Health Services, the California Regional Water Quality Control Board and the United States Department of the Navy ("Navy") entered into the Federal Facility Agreement Under CERCLA Section 120 (the "FFA"), which has been revised from time to time, and which requires the implementation of source control of various areas located at the Moffett Federal Airfield ("MFA").

C. On November 29, 1990, an Administrative Order for Remedial Design and Remedial Action (the "Administrative Order") was issued by EPA to Fairchild and eight other companies in the MEW Area, to perform specified response actions identified in the

ROD, including response actions to be performed at the NASA Ames Research Center ("NASA-ARC") and at MFA (which was transferred to NASA on July 1, 1994). NASA-ARC and MFA are depicted on Appendix A-1, which is attached and made a part of this Agreement. The terms "NASA-ARC" and "MFA" shall designate mutually exclusive areas, but shall be referred to collectively in this Agreement as the "Area North of U.S. Highway 101", it being explicitly understood by the Parties that none of these terms individually or collectively shall include Onizuka Air Station Annex, also depicted on Appendix A-1 to this Agreement, as Onizuka Air Station Annex is not covered by the terms of this Agreement. Existing and planned extraction wells are depicted on Appendix A-2, which is attached and made a part of this Agreement. The chemicals of concern that are addressed by the ROD and the ESDs are set forth on Appendix A-3, which is attached and made a part of this Agreement. The locations for the pipeline that has been designed by the Companies for the remediation of groundwater pursuant to the ROD, which has been approved by EPA and is referred to later in this Agreement, is depicted on Appendix A-4, which is attached and made a part of this Agreement.

D. On May 9, 1991, a Consent Decree in the case styled United States of America v. Intel Corporation and Raytheon Company, C 91 20275 JW, was lodged in the United States District Court for the Northern District of California between the United States and Raytheon and Intel (the "Consent Decree"), to perform certain response actions identified in the ROD, including response actions to be performed at the MEW Site (as defined in the Consent Decree), including certain response actions at NASA-ARC and MFA.

E. NASA is not named as a party to either the Administrative Order or the Consent Decree.

F. The Companies seek in-kind and monetary contribution from NASA for a portion of the costs of the response actions to be performed pursuant to the ROD.

G. NASA enters into this Agreement in order to have a final and complete resolution of any and all past, present, or future CERCLA claims that were, are, or could be asserted against the United States, its agencies, departments, employees, or agents, for NASA's potential liability as a potentially responsible party for the MEW Site, but without any admission as to any legal or factual matter, and without any admission as to liability for any purpose.

H. The Companies enter into this Agreement and the Proposed Navy Agreement (as defined below) to have a final and complete

resolution of any and all past, present, or future CERCLA claims that were, are, or could be asserted against them, their parent, subsidiary and affiliated entities and their employees and agents, for any potential liability as potentially responsible parties for the Area North of U.S. Highway 101, but without any admission as to any legal or factual matter, and without any admission as to liability for any purpose.

I. Pursuant to CERCLA, the Space Act, and Executive Order 12580, January 23, 1987 ("Executive Order 12580"), NASA is undertaking both facility-specific response actions at NASA-ARC, including the investigation of known or potential sources of chemical or fuel residues that have resulted from operations conducted by NASA or NASA contractors at NASA-ARC ("Ames Sources"), and additional work, as appropriate, including without limitation the design, installation, operation, and maintenance of source remediation systems to remediate such sources.

J. The Companies intend, after execution of this Agreement, to enter into a related agreement with the Navy (the "Proposed Navy Agreement"), which is similar to this Agreement.

K. NASA, the Companies and the Navy all understand that (i) all work to be performed by any of them in the Area North of U.S. Highway 101 pursuant to the ROD, the FFA, the Consent Decree, the Administrative Order, CERCLA, the Space Act, Executive Order 12580, or otherwise, shall be performed and paid for (as between and among themselves) pursuant to the performance and cost allocation provisions set forth in this Agreement and the Proposed Navy Agreement, and (ii) EPA agrees with the work and cost allocations set forth in this Agreement and the Proposed Navy Agreement.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Geographical Divisions of Responsibility for the Groundwater in the Area North of U.S. Highway 101

The maps depicted on Appendices B-1 and B-2 to this Agreement, which are attached and made a part of this Agreement, set forth distinct geographical areas of responsibility among NASA, the Companies and the Navy. Appendix B-1 depicts areas of responsibility for groundwater-related response actions to be taken and response costs to be incurred in the aquifer zone known as the A or A1 aquifer located in the Area North of U.S. Highway 101, and Appendix B-2 depicts areas of responsibility for groundwater-related response actions to be taken and response

costs to be incurred in the aquifer zone known as the B1 or A2 aquifer located in the Area North of U.S. Highway 101. The relative responsibilities of the Parties and the Navy for the performance of and payment for work to be performed in these areas are set forth in this paragraph 1, and NASA and the Companies agree that all work to be performed by them or by the Navy in the Area North of U.S. Highway 101 pursuant to the ROD, the FFA, the Consent Decree, the Administrative Order, CERCLA, the Space Act, Executive Order 12580, or otherwise, shall be performed and paid for pursuant to the performance and cost allocation provisions set forth in this Agreement and the Proposed Navy Agreement. Appendices B-1 and B-2 have each been divided into six different areas of responsibility ("ARs"), designated AR 1 through 6 and further designated by the relevant aquifer designation. Accordingly, the areas set forth on Appendix B-1 are designated AR 1-A1 through AR 6-A1, while the areas set forth on Appendix B-2 are designated AR 1-A2 through AR 6-A2. Specific responsibilities for these areas are set forth below. The work that is allocated by this agreement (including without limitation source removal, source control and regional groundwater extraction and treatment) shall be limited to that work which is required by EPA or any other governmental agency having jurisdiction over the investigation and remediation of soil and groundwater in the Area North of U.S. Highway 101.

1.1. AR 1-A1 and AR 1-A2: Subject to the limitations in paragraph 1.7 below, the Companies shall be responsible, at their expense, for the design, installation and operation and maintenance of those extraction wells (and related piping and treatment systems) that are set forth in the RGRP, as revised and as may in the future be further revised and approved by EPA, including such additional RGRP extraction wells (if any) that EPA may require in the future for these areas. So long as there is any obligation imposed by EPA requiring that such extraction wells be operated, for whatever reason, it shall be the Companies' responsibility to meet that obligation, regardless of whether additional sources are discovered in these areas. In the event that there are additional sources discovered in these areas, source removal and source control obligations (if any) (including, where required, groundwater extraction to accomplish source control) shall be the responsibility of the Navy, at its expense.

1.2. AR 2-A1 and AR 2-A2: The Parties understand that Navy will be responsible, at its expense, for the design, installation and operation and maintenance of those extraction wells (and related piping and treatment systems) that are or may in the future be required by EPA to be installed in these areas. So long as there is any obligation imposed by EPA requiring that

such extraction wells be operated, for whatever reason, the Parties understand that it will be the Navy's responsibility to meet that obligation, regardless of whether the sources in those areas are eventually fully remediated or fully controlled. In the event that there are additional sources discovered in these areas, the Parties understand that source removal and source control obligations (if any) (including, where required, groundwater extraction to accomplish source control) will be the responsibility of the Navy, at its expense.

1.3. AR 3-A1 and AR 3-A2: Subject to the limitations in paragraph 1.7 below, the Companies shall be responsible, at their expense, for the design, installation and operation and maintenance of those extraction wells (and related piping and treatment systems) that are set forth in the RGRP, as revised and as may in the future be further revised and approved by EPA, including such additional RGRP extraction wells (if any) that EPA may require in the future for these areas. So long as there is any obligation imposed by EPA requiring that such extraction wells be operated, for whatever reason, it shall be the Companies' responsibility to meet that obligation, regardless of whether additional sources are discovered in these areas. In the event that there are additional sources discovered in these areas, source removal and source control obligations (if any) (including, where required, groundwater extraction to accomplish source control) shall be the responsibility of NASA, at its expense.

1.4. AR 4-A1 and AR 4-A2: NASA shall be responsible, at its expense, for the design, installation and operation and maintenance of those extraction wells (and related piping and treatment systems) that are required by any governmental agency having jurisdiction over the performance of such work in these areas, including the installation, operation and maintenance of such additional extraction wells (if any) that EPA may require in the future for these areas. So long as there is any obligation imposed by EPA requiring that such extraction wells be operated, for whatever reason, it shall be NASA's responsibility to meet that obligation, regardless of whether the sources in those areas are eventually fully remediated or fully controlled. In the event that there are additional sources discovered in these areas, source removal and source control obligations (if any) (including, where required, groundwater extraction to accomplish source control) shall be the responsibility of NASA, at its expense.

1.5. AR 5-A1 and AR 5-A2: NASA shall be responsible, at its expense, for the design, installation and operation and maintenance of those extraction wells (and related piping and

treatment systems) that are either (a) established pursuant to the Voluntary Cleanup Agreement reached between NASA and the California Environmental Protection Agency, Department of Toxic Substances Control, as such agreement is now written or may in the future be revised, or (b) are required by any governmental agency having jurisdiction over the performance of such work in these areas, including the installation, operation and maintenance of such additional extraction wells (if any) that EPA may require in the future for these areas. So long as there is any obligation imposed by EPA requiring that such extraction wells be operated, for whatever reason, it shall be NASA's responsibility to meet that obligation, regardless of whether the sources in those areas are eventually fully remediated or fully controlled. In the event that there are additional sources discovered in these areas, source removal and source control obligations (if any) (including, where required, groundwater extraction to accomplish source control) shall be the responsibility of NASA, at its expense.

1.6. AR 6-A1 and AR 6-A2: The Parties understand Navy shall be responsible, at its expense, for the design, installation and operation and maintenance of those extraction wells (and related piping and treatment systems) that either are (a) established pursuant to the FFA, as such agreement is now written or may in the future be revised, or (b) required by any governmental agency having jurisdiction over the performance of such work in these areas, including the installation, operation and maintenance of extraction wells (if any) that EPA may require in the future for these areas. So long as there is any obligation imposed by EPA requiring that such extraction wells be operated, for whatever reason, the Parties understand that it shall be Navy's responsibility to meet that obligation, regardless of whether the sources (if any) in those areas are eventually fully remediated or fully controlled. In the event that there are additional sources discovered in these areas, the Parties understand that source removal and source control obligations (if any) (including, where required, groundwater extraction to accomplish source control) shall be the responsibility of Navy, at its expense.

1.7. Response Actions for Metals or Petroleum Hydrocarbons in RGRP: The Companies shall give prompt notice to NASA and Navy if, during construction or operation of the RGRP for the Area North of U.S. Highway 101, the Companies encounter metals or petroleum hydrocarbons (such petroleum hydrocarbons to include, without limitation, any and all gasoline, gasoline additives, aviation gasoline or fuel, jet fuels, fuel additives and derivatives of any of the foregoing) that cannot be treated by the treatment system to be installed as part of the RGRP (except

for such treatment that can be performed at no or nominal expense). The Parties agree that the Navy or NASA shall be responsible for the costs of such additional design, installation, operation and maintenance work necessary to treat such metals or petroleum hydrocarbons if discovered within areas AR 1-A1 or AR 1-A2, and the Parties agree that NASA shall be responsible for the payment for such additional design, installation, operation and maintenance costs necessary to treat such metals or petroleum hydrocarbons if discovered within areas AR 3-A1 or AR 3-A2, but the extent of the payment obligations of the Navy and NASA pursuant to this sentence shall be limited to those amounts that are in excess of what the Companies otherwise would have spent in performing their obligations pursuant to this paragraph 1 if no such metals or petroleum hydrocarbons had existed.

1.8. Response Actions Other than Groundwater-Related Response Actions: Nothing in paragraphs 1.1 through 1.6 above shall be deemed to apply to any actions other than groundwater-related response actions. All other response actions, including without limitation the investigation and remediation of soils contamination of any kind in the Area North of U.S. Highway 101 (except to the limited extent otherwise expressly allocated to the Companies pursuant to paragraph 2.2 below), shall be the responsibility of NASA and/or the Navy (depending on allocations between them that are not a part of this Agreement) and shall not be the responsibility of the Companies.

1.9. Limitations on Future Obligations: If there is a substantial delay in the execution of the Proposed Navy Agreement, or, once executed, a substantial delay in the performance by the Navy of its obligations under the Proposed Navy Agreement, the Parties to this Agreement agree to negotiate promptly and in good faith regarding any changes to the scope of and/or the schedule for the performance of work under this Agreement to the extent that such changes are necessitated by such delay(s).

2. Additional Obligations of the Companies.

2.1. With respect to those wells for which the Companies have assumed the responsibility to design, install, operate and maintain, the exact locations of such wells shall be as agreed upon by NASA, EPA and the Companies, except that, in the absence of such agreement, the locations for such wells shall be as determined by EPA.

2.2. The Companies shall remediate all of the volatile organic compound ("VOC") and petroleum hydrocarbon contaminated

soil that is excavated by the Companies from the vadose and saturated zones during the installation of the RGRP wells (at locations to be agreed upon pursuant to Paragraph 2.1) and the associated discharge piping (as depicted approximately on Appendix A-4) for AR 1-A1, AR 1-A2, AR 3-A1, AR 3-A2 and discharge piping Lines F and F1 in AR 5-A1, and, following such remediation, shall transport such soils to such area(s) on MFA or NASA-ARC as NASA reasonably requests. NASA agrees to provide the Companies with a site on MFA or NASA-ARC where such VOC or petroleum hydrocarbon contaminated soil may be treated by aeration. The Companies shall be responsible for constructing, and upon completion of the soil treatment, removing, the soil aeration facilities at the location provided by NASA. "VOC contaminated soil" is soil contaminated with the volatile organic compounds defined in Appendix A-3, which is attached and made a part of this Agreement.

2.3. The Companies shall comply with all NASA security and safety regulations in the Area North of U.S. Highway 101, and shall consult with NASA toward this end.

2.4. The Companies shall supply to NASA, at no cost to NASA, approximately 134 gpm of treated water, as specified in paragraph 3.6 below, to be used in NASA operations whenever possible, starting in 1998 or as soon thereafter as the treated water becomes available. Such supply shall be provided at the point of the discharge piping from the treatment systems to be designed and installed by the Companies. The Companies shall have no obligation to supply treated water to NASA pursuant to this paragraph if the Companies are allowed by EPA to terminate or reduce groundwater extraction under the RGRP or if pumping at the specified rate is not maintained due to aquifer conditions.

2.5. The Companies agree that, subject to the limitations that may be imposed by any regulatory agencies with jurisdiction over these issues, NASA shall be permitted to discharge the effluent from its treatment system in AR 4 to the Companies' pipeline that is part of the RGRP that eventually discharges to Stevens Creek. The Companies and NASA agree that in the event there are ever any violations of the NPDES permit(s) that govern the discharges to Stevens Creek, they will work together to equitably apportion liability for such violations, including the timely sharing of all data gathered regarding such discharges. The Companies and NASA also agree that they will sample the effluent from each of their respective treatment systems and that such sampling shall, where feasible, be coordinated and contemporaneous with the required NPDES sampling of the discharges to Stevens Creek. Regardless of NPDES requirements, such sampling shall occur no less frequently than 12 times per

year (or monthly). In addition, either NASA or the Companies shall have the right, with reasonable notice, to sample the effluent from the other party's system. Reasonable notice shall be deemed to be 24 hours, unless shorter notice is required based on the exigencies of particular facts or circumstances extant at the time of the requested sampling.

2.6. Upon completion of the RGRP, the Companies shall remove the aboveground portions of the RGRP, and properly close the underground portions of the RGRP, including extraction wells, in the areas addressed by paragraphs 1.1 and 1.3 above.

2.7. The Companies shall provide a widened trench section from Station F1 0+00 to Station F1 12+87, as shown in Appendices C-1 and C-2, which are attached and made a part of this Agreement, and will coordinate with NASA's pipeline contractor who will be solely responsible for providing, installing and pressure testing NASA's 15 inch PVC pipeline in the widened trench section in accordance with the Companies' construction schedule. Following installation and pressure testing of NASA's 15 inch PVC pipeline, the Companies will backfill and repave the pipeline trench in accordance with detail S on Appendix C-2.

2.8. The Companies shall demolish the Quonset hut identified as Building 117 to provide a location for the regional groundwater treatment system. Before the Companies begin demolition, NASA shall (i) survey Building 117 to determine whether any hazardous substances, including but not limited to asbestos and lead based paint, must be managed as part of the demolition work and (ii) make all required notifications and obtain all required permits to complete the demolition. The Companies shall perform the demolition at their cost and shall minimize to the extent practicable the generation of any demolition debris hazardous wastes. NASA agrees to be (i) solely responsible for the proper characterization of any wastes produced by the demolition, (ii) identified on any hazardous waste manifests as the generator of any hazardous waste produced from the demolition of Building 117, and (iii) solely responsible for the lawful disposal of any such hazardous waste. The Companies shall be responsible for disposing of any non-hazardous demolition debris.

2.9. The Companies shall indemnify and defend NASA from any contribution actions brought by NEC, General Instrument Corporation, Siltec Corporation, Siemens Components, Inc., or Sobrato Development Companies (the "Named Third Parties") with respect to any response costs incurred by one or more of the Named Third Parties to investigate or remediate soil or groundwater contamination or to perform related response actions

in the MEW Site, including work performed in the Area North of U.S. Highway 101. The Companies shall also indemnify and defend NASA from any contribution actions brought by any other parties (the "Unnamed Third Parties") against whom one or more of the Companies has made claims and from whom the Companies have received contribution with respect to response costs incurred by the Companies to investigate or remediate soil or groundwater contamination or to perform related response actions in the MEW Site, including work performed in the Area North of U.S. Highway 101. The extent of the indemnity of NASA by the Companies with respect to contribution claims by Unnamed Third Parties shall be limited to the extent of the receipt of cash by the Companies from the Unnamed Third Parties.

3. Obligations of NASA.

3.1. With respect to those wells for which NASA has assumed the responsibility to design, install, operate and maintain, the exact locations of such wells shall be as agreed upon by NASA, EPA and the Companies, except that, in the absence of such agreement, the locations for such wells shall be as determined by EPA.

3.2. NASA shall grant to the Companies such easements, licenses, or permits as are necessary to carry out their activities and responsibilities under the RGRP and this Agreement in the Area North of U.S. Highway 101.

3.3. NASA shall provide the electrical power for the operation of the RGRP in the Area North of U.S. Highway 101 for 20 years, or for such shorter period as the RGRP is actually in operation. In the event of a power outage and the cessation of the provision of power pursuant to this paragraph, NASA shall not be responsible for the inability of the Companies to operate the treatment systems during the period of such outage or for any damages to the equipment of the Companies caused by such outage.

3.4. NASA shall formulate and implement a plan, in accordance with NASA regulations and in consultation with the Companies, to provide reasonable security measures to protect the RGRP equipment to be installed, operated, and maintained by the Companies in the Area North of U.S. Highway 101; provided, that NASA shall have final authority to determine the security resources and methods required to protect such equipment, including the extraction wells, the treatment system, and related equipment.

3.5. NASA shall remediate, at its expense (a) all of the wastes (including contaminated soils) from the vadose and

saturated zones that are excavated during installation of the wells located in AR 4-A1, AR 4-A2, AR 5-A1, AR 5-A2, and associated discharge piping, and (b) vadose zone soils from AR 3-A1 and AR 3-A2 to the extent remediation is required for metals, polychlorinated biphenyls ("PCBs") or any contaminants other than the VOCs and petroleum hydrocarbons that the Companies are obligated to remediate pursuant to paragraph 2.2 above. The Parties agree that the Navy or NASA shall be responsible for the remediation of metals, PCBs or any contaminants, other than the VOCs and petroleum hydrocarbons that the Companies are obligated to remediate pursuant to paragraph 2.2 above in vadose zone soils from AR 1-A1 or AR 1-A2. The provisions of paragraph 3.5(a) shall not apply to soils and wastes from AR 5-A1 covered by the Companies' obligations related to the installation of discharge piping Lines F and F1 set out in paragraph 2.2 above.

3.6. To help reach the goal of 100 per cent (100%) water reuse that is stated in the ROD, NASA agrees to use approximately 134 gpm of the treated water in NASA operations whenever possible starting in 1998.

3.7. NASA agrees to make available to the Companies for their use certain specified areas on NASA-ARC or MFA for the remediation of soils, which shall consist of one or more areas for soil aeration and one or more areas for land disposal of soils (for such land disposal as is allowed by law). The obligation to make such areas available for use by the Companies shall survive the transfer by NASA of its interests in NASA-ARC or MFA.

4. NASA Appropriations.

NASA agrees to use its best efforts in the performance of this Agreement. However, all NASA activities under or pursuant to this Agreement are subject to the availability of appropriated funds. No provision of this Agreement shall be interpreted as, or constitute, a commitment or requirement that NASA or any other Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341. Notwithstanding the foregoing, NASA agrees that, during the period in which this Agreement remains operative, NASA will be diligent in seeking appropriation of funds for the purpose of performing NASA's obligations set forth in this Agreement.

5. Final Resolution of Liability, Covenant Not To Sue and Breaches of Agreement.

5.1. Except as otherwise expressly set forth in this Agreement, the obligations of the Companies and of NASA that are

set forth in this Agreement shall constitute the final and complete resolution of any and all past, present, or future CERCLA claims that were, are, or could be asserted (a) by the Companies against the United States, its agencies, departments, employees, or agents, for NASA's potential liability as a potentially responsible party to the MEW Site, or (b) by the United States against the Companies, their parent, subsidiary and affiliated entities and their employees and agents, for any potential liability to NASA as potentially responsible parties to the MEW Site. The Parties therefore agree, subject to paragraph 5.3 below, that this Agreement constitutes a final and complete release, resolution, satisfaction, settlement and waiver of any and all past, present, or future CERCLA claims ("Claims") that were, are, or could be asserted against the United States, its agencies, departments, employees, or agents, by the Companies for NASA's potential liability as a potentially responsible party to the MEW Site and of Claims that were, are, or could be asserted against the Companies, their parent, subsidiary and affiliated entities and their employees and agents, for any potential liability to NASA as potentially responsible parties to the MEW Site.

5.2. Subject to paragraph 5.3 below, the parties covenant not to sue or take any further action against each other, concerning such claims, except to enforce this Agreement.

5.3. The Parties recognize that the covenants set forth in paragraphs 1 through 4 are affirmative covenants and are fully enforceable by any party against any other party. The Parties further agree that in the event that either party breaches or otherwise fails to comply with any such covenant, either in whole or in part (the "party-in-breach"), the other Parties to this agreement may elect, in their sole discretion, (a) to seek specific performance of the covenants in a court of competent jurisdiction, (b) to perform the covenant or portion of a covenant that the party-in-breach actually breached or otherwise failed to perform and seek reimbursement from the party-in-breach for all of the costs, expenses, interest and other damages incurred by the other party as a result of the failure to perform by the party-in-breach, and/or (c) to seek any other appropriate relief available at law or in equity. The Parties agree to meet and confer informally regarding any alleged breaches of the covenants in this Agreement prior to taking any of the actions described in (a), (b) or (c) of this paragraph.

6. Limitations of This Agreement.

The United States shall not be held as a party to any contract or agreement entered into by the Companies in carrying


out activities under this Agreement, and no such contract or agreement shall be considered by or for, or on behalf of, the United States. The Companies shall not be held as a party to any contract or agreement entered into by the United States in carrying out activities under this Agreement, and no such contract or agreement shall be considered by or for, or on behalf of, the Companies.

7. Effective Date

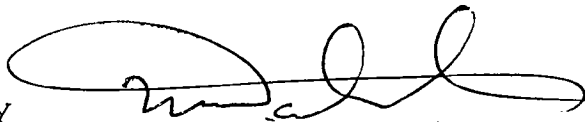
This Agreement will take effect upon the date of the last signature appearing below.

IN WITNESS WHEREOF, the following Parties have entered into this agreement.

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

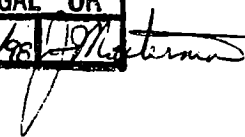
By 
Title: Director, NASA Ames Research Center

RAYTHEON COMPANY

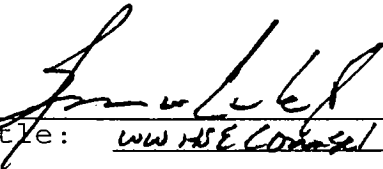
By 
Title: Sr. Vice President-Treasurer

INTEL CORPORATION

By 
Title: Director - Corp. Services

LEGAL OK
3/16/98 1/19/98


FAIRCHILD SEMICONDUCTOR CORPORATION

By 
Title: W. W. H. Counsel

List of Appendices

Appendix A-1: Map of Portion of Mountain View, California and Moffett Field, California, including portions of Moffett Federal Airfield, NASA Ames Research Center and Onizuka Air Station Annex

Appendix A-2 (labelled Exhibit A2): Summary Detail Areas of Recovery Well Pipelines, Regional Ground Water Remediation Program North of U.S. Highway 101, Mountain View, California

Appendix A-3: Volatile Organic Chemicals of Concern for the Middlefield-Ellis-Whisman (MEW) Study Area

Appendix A-4 (labelled Exhibit A4): Summary Detail Areas of Proposed Discharge Pipeline Layout, Regional Ground Water Remediation Program North of U.S. Highway 101, Mountain View, California

Appendix B-1 (labelled Exhibit B1): A/A1 Aquifer Cleanup Responsibility, Moffett Field, California

Appendix B-2 (labelled Exhibit B2): B1/A2 Aquifer Cleanup Responsibility, Moffett Field, California

Appendix C-1 (labelled Exhibit C1): Plan and Profile of Line F1 STA F1 0+00 to STA F1 12+87, Regional Ground Water Remediation Program, North of U.S. Highway 101, Mountain View, California.

Appendix C-2 (labelled Exhibit C2): Typical Trench Cross Sections, Proposed Recovery Line, North of U.S. Highway 101, Mountain View, California.

APPENDIX A - 3

Volatile Organic
Chemicals Of Concern
For The
Middlefield-Ellis-Whisman (MEW) Study Area
(as listed in the ROD of May 1989)

Chloroform

Dichlorobenzene, 1,2-

Dichloroethane, 1,1-

Dichloroethene, 1,1-

Dichloroethene, 1,2-

Freon-113

Phenol

Tetrachloroethene,

Trichloroethane, 1,1,1-

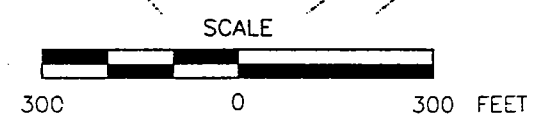
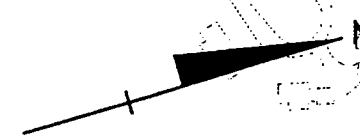
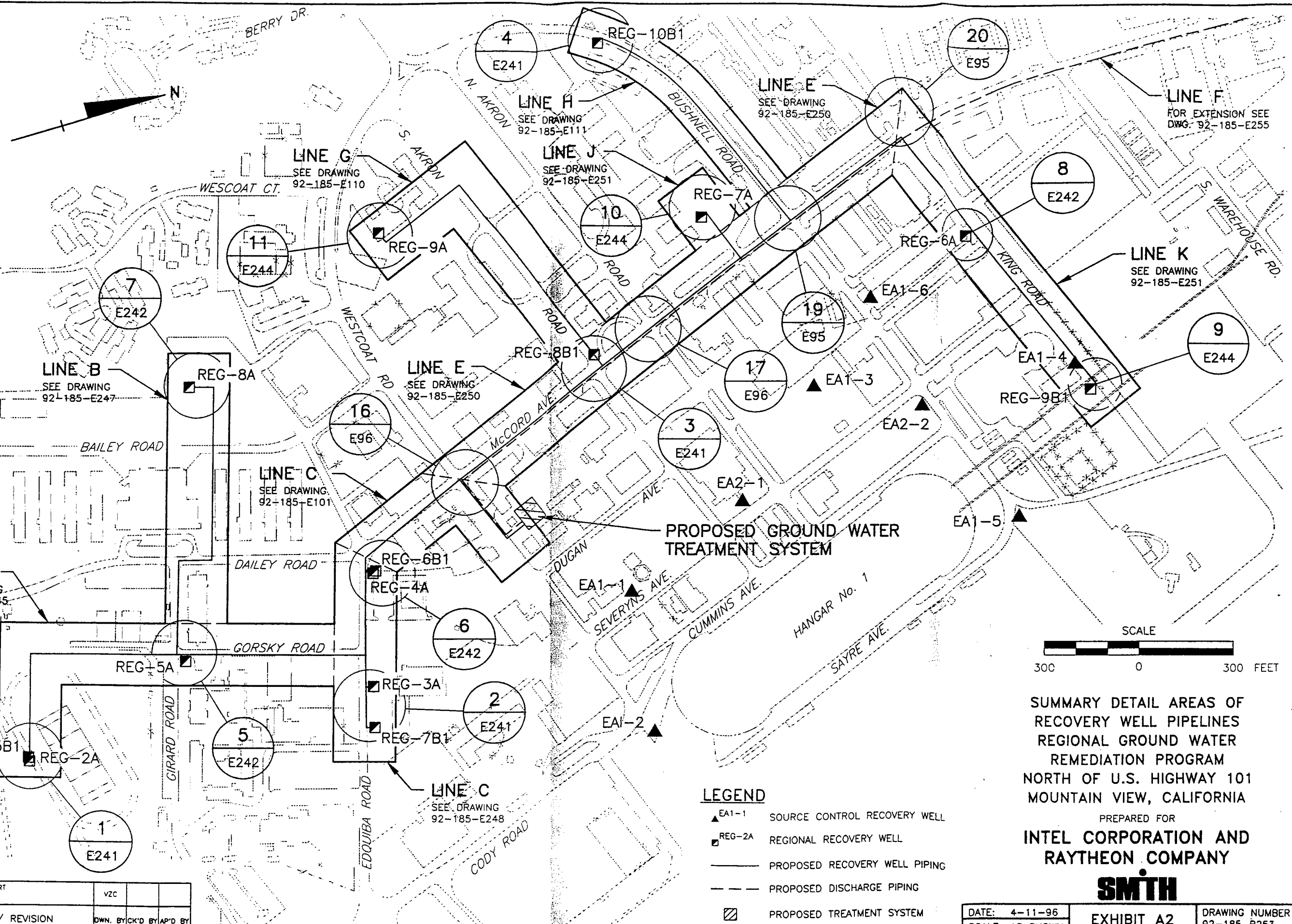
Trichloroethene

Vinyl Chloride

DRAWING NUMBER
92-185-B253

FAIRCHILD DRIVE

BAYSHORE FREEWAY HWY 101



SUMMARY DETAIL AREAS OF
RECOVERY WELL PIPELINES
REGIONAL GROUND WATER
REMEDATION PROGRAM
NORTH OF U.S. HIGHWAY 101
MOUNTAIN VIEW, CALIFORNIA

PREPARED FOR
**INTEL CORPORATION AND
RAYTHEON COMPANY**



LEGEND

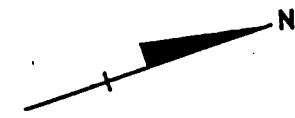
- ▲ EA1-1 SOURCE CONTROL RECOVERY WELL
- REG-2A REGIONAL RECOVERY WELL
- PROPOSED RECOVERY WELL PIPING
- - - PROPOSED DISCHARGE PIPING
- ▣ PROPOSED TREATMENT SYSTEM

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| 10-13-97 | ISSUED FOR REPORT | VZC | | |
| No. | DATE | ISSUE / REVISION | OWN. BY | CK'D BY |

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| DATE: 4-11-96 | EXHIBIT A2 | DRAWING NUMBER 92-185-B253 |
| SCALE: AS SHOWN | | |

DRAWING NUMBER
92-185-E255

STEVENS CREEK OUTFALL CONSTRUCTION DETAILS
SEE DWG. NOS. 92-185-E298 AND 92-185-E299

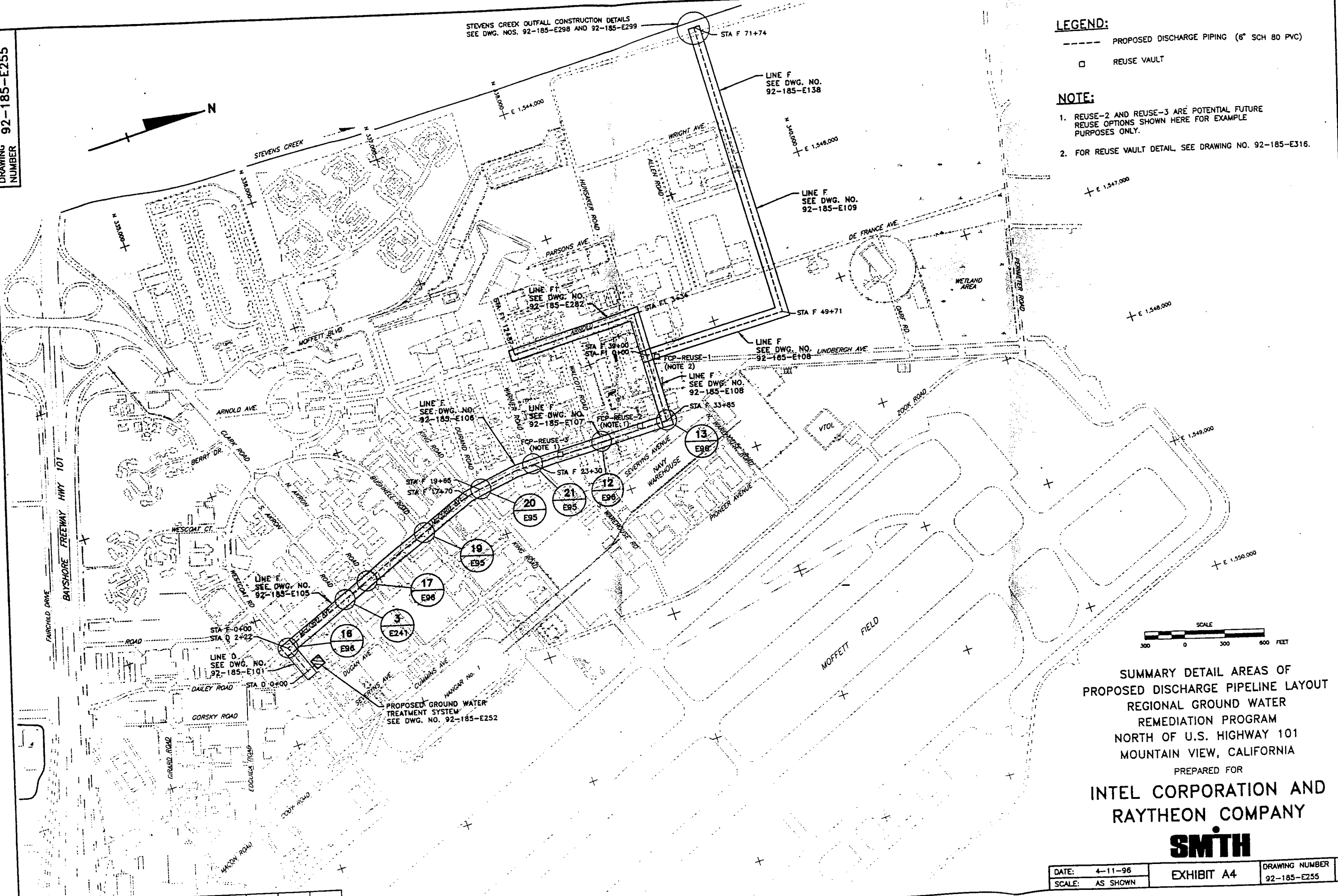


LEGEND:

- PROPOSED DISCHARGE PIPING (6" SCH 80 PVC)
- REUSE VAULT

NOTE:

1. REUSE-2 AND REUSE-3 ARE POTENTIAL FUTURE REUSE OPTIONS SHOWN HERE FOR EXAMPLE PURPOSES ONLY.
2. FOR REUSE VAULT DETAIL, SEE DRAWING NO. 92-185-E316.



SUMMARY DETAIL AREAS OF
PROPOSED DISCHARGE PIPELINE LAYOUT
REGIONAL GROUND WATER
REMEDATION PROGRAM
NORTH OF U.S. HIGHWAY 101
MOUNTAIN VIEW, CALIFORNIA

PREPARED FOR
**INTEL CORPORATION AND
RAYTHEON COMPANY**



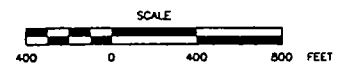
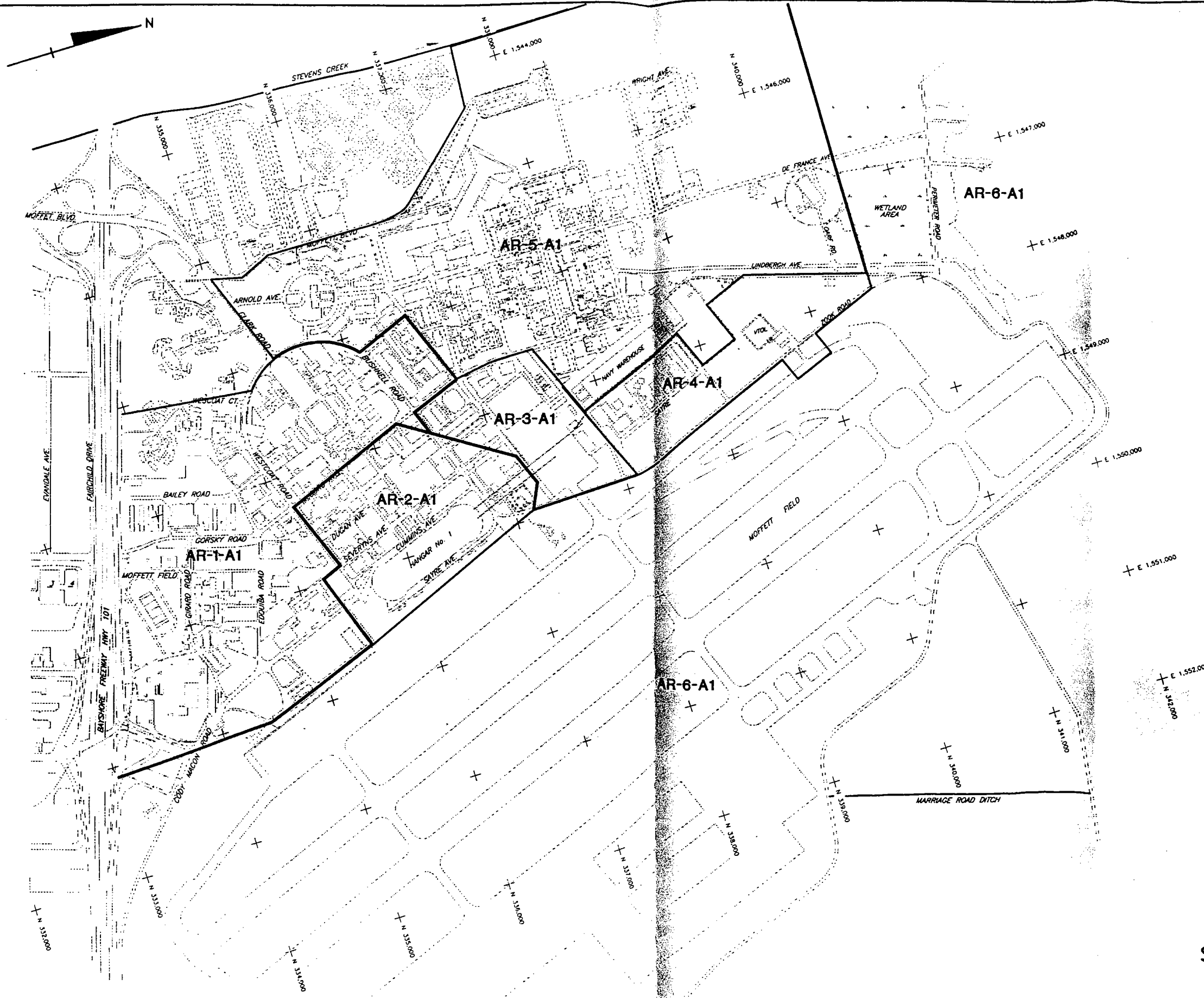
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| DATE: 4-11-96 | EXHIBIT A4 | DRAWING NUMBER: 92-185-E255 |
| SCALE: AS SHOWN | | |

| No. | DATE | ISSUE / REVISION | OWN. BY | CK'D BY | AP'D BY |
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| 10-13-97 | | ISSUED FOR REPORT | VZC | | |

DRAWING NUMBER 92-023-E504

DATE 11-28-95

BY



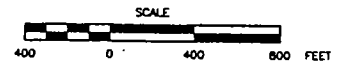
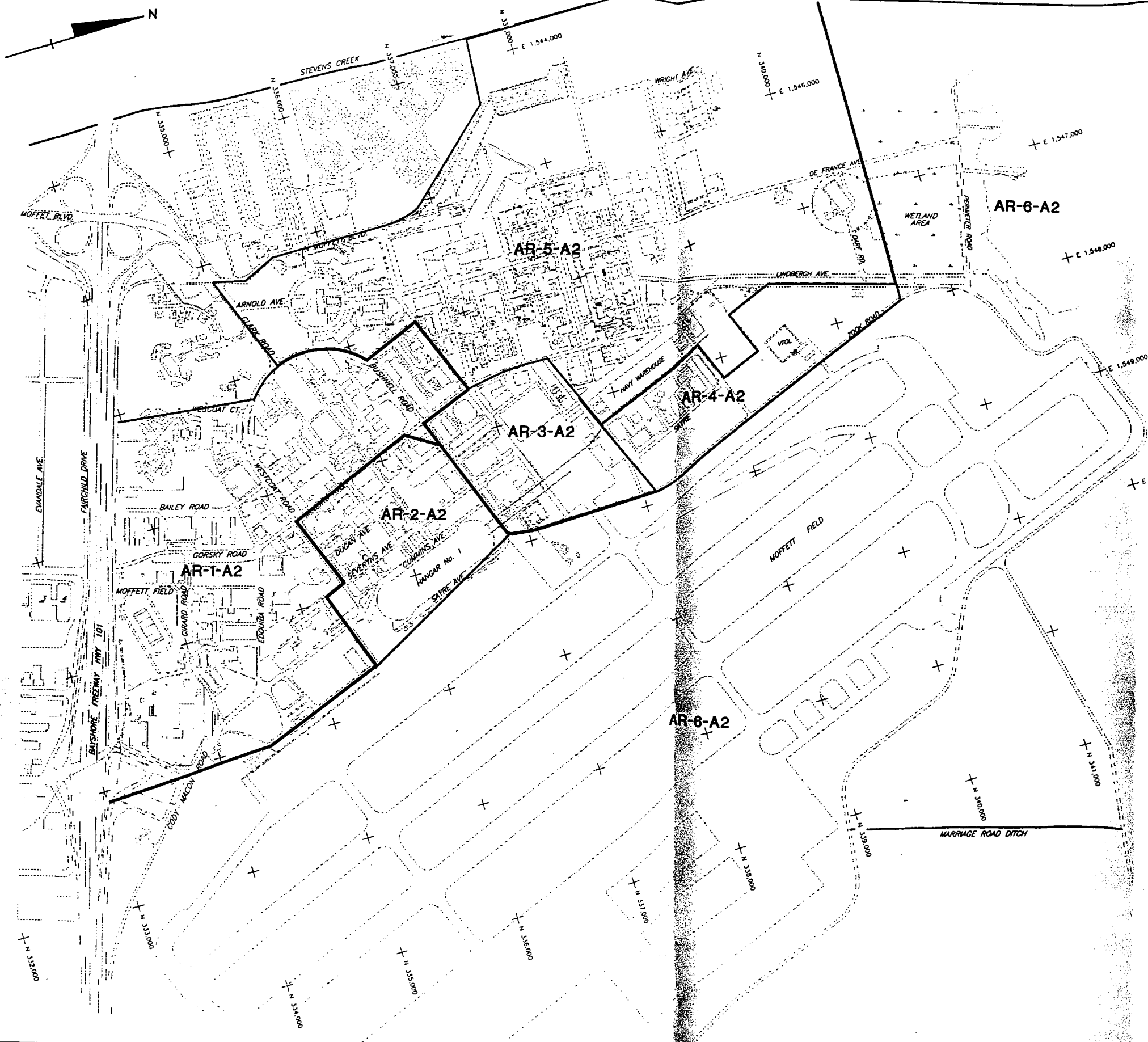
A/A1 AQUIFER
 CLEANUP RESPONSIBILITY
 MOFFETT FIELD, CALIFORNIA
 PREPARED FOR
FAIRCHILD
SEMICONDUCTOR, CORP.
SMITH

| | | | | | |
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| 70-13-97 | ISSUED FOR REPORT | VZC | | | |
| No. | DATE | ISSUE / REVISION | DWN. BY | CK'D BY | AP'D BY |

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| DATE: 8-23-96 | DRAWING NUMBER: 92-023-E504 |
| SCALE: AS SHOWN | EXHIBIT B1 |

DRAWING NUMBER 92-023-E505

DATE 8-23-98



B1/A2 AQUIFER
 CLEANUP RESPONSIBILITY
 MOFFETT FIELD, CALIFORNIA
 PREPARED FOR
FAIRCHILD
SEMICONDUCTOR, CORP.

SMITH

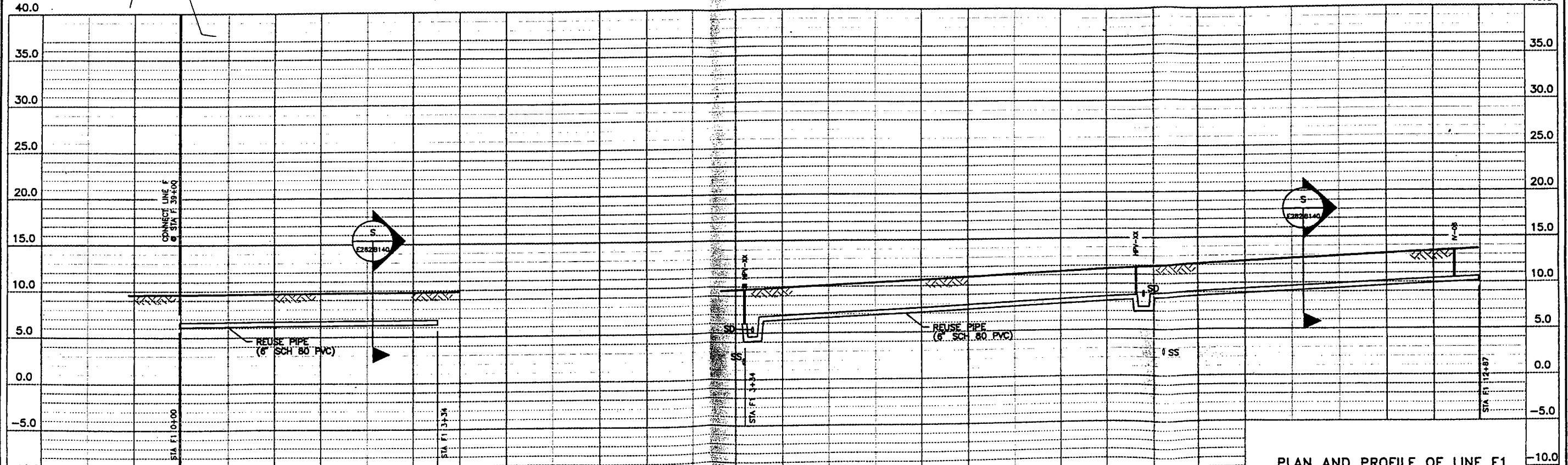
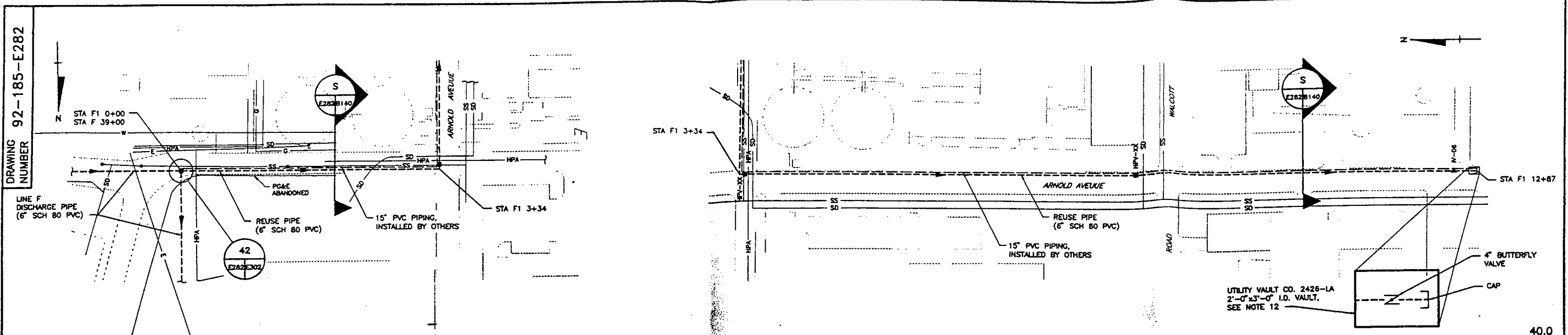
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| 10-13-97 | ISSUED FOR REPORT | VZC | | |
| No. | DATE | ISSUE / REVISION | DWN. BY | CK'D BY |
| | | | | AP'D BY |

DATE: 8-23-98
 SCALE: AS SHOWN

EXHIBIT B2

DRAWING NUMBER 92-023-E505

DRAWING NUMBER
92-185-E282

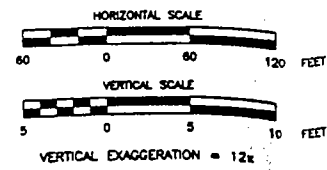


NOTES:

- UTILITIES INDICATED WERE OBTAINED FROM DRAWING SUPPLIED BY THE U.S. DEPARTMENT OF THE NAVY PUBLIC WORKS DEPARTMENT, NASA-AMES AND THE BENTLEY COMPANY UTILITY SURVEY.
- UTILITIES ARE TO BE FIELD-LOCATED BY THE CONTRACTOR PRIOR TO EXCAVATION.
- ONLY STORM DRAINS AND SANITARY SEWER LINES ARE SHOWN IN PROFILE. INVERT ELEVATIONS WERE OBTAINED FROM THE "FINAL HORIZONTAL CONDUIT STUDY FOR MOPPET FEDERAL AIRFIELD," APPENDIX B (FACILITY SURVEY DATA), PREPARED AUGUST 4, 1995 BY PRC ENVIRONMENTAL MANAGEMENT, INC. FOR THE DEPARTMENT OF THE NAVY. ALL OTHER UNDERGROUND UTILITY LOCATIONS ARE UNKNOWN AND MUST BE FIELD DETERMINED.
- SURFACE ELEVATIONS WERE OBTAINED FROM MANHOLE RIM ELEVATIONS IN THE "FINAL HORIZONTAL CONDUIT STUDY" CITED ABOVE, WHERE AVAILABLE. OTHER SURFACE ELEVATIONS WERE OBTAINED FROM A TOPOGRAPHICAL CONTOUR MAP OF NAS, MOPPET FIELD, TITLED "FIGURE 4-6, GROUND SURFACE ELEVATION," DATED 11-18-93 (LAST REVISED), PROVIDED BY NASA AMES GIS CENTER.
- ELEVATIONS ARE BASED ON THE 1927 NORTH AMERICAN DATUM (NAD-27), ZONE 3, AS APPLIED FROM USGS BENCHMARK H111, LOCATED AT THE SOUTH END OF HANGER NO.1 ELEVATION OF H111 IS 17.61 MSL BY THE 1927 DATUM, OR 20.15 MSL BY THE 1988 DATUM.
- DETAIL FOR LEAK DETECTION VAULT (LDV-XX) LOCATED ON DWG. 92-185-E302.
- DETAIL FOR ELECTRICAL PULL PORT VAULT (EV-XX) LOCATED ON DWG. 92-185-E313.
- DETAIL FOR HIGH POINT VAULT (HPV-XX) LOCATED ON DWG. 92-185-E265.
- DETAIL FOR CONVEYANCE PIPELINE ISOLATION VALVE (I-XX) VAULT AND CONNECTION LOCATED ON DWG. 92-185-E302.
- DETAIL FOR WELLHEAD VAULT (REG-XX) LOCATED ON DWG. 92-185-E259.
- IN THE EVENT THAT HUMAN REMAINS AND/OR CULTURAL MATERIALS ARE FOUND, ALL PROJECT RELATED CONSTRUCTION SHALL CEASE WITHIN A 50 FOOT RADIUS IN ORDER TO PROCEED WITH THE TESTING MITIGATION MEASURES REQUIRED PURSUANT TO SECTION 7050.5 OF THE HEALTH AND SAFETY CODE AND SECTION 5097.94 OF THE PUBLIC RESOURCES CODE OF THE STATE OF CALIFORNIA. SEE FIGURE 4-1, DWG. NO. 92-185-E283 FOR ADDITIONAL INSTRUCTIONS COVERING HUMAN REMAINS.
- TERMINATION OF REUSE OPTION TO CONTAIN 4" DIAMETER BUTTERFLY VALVE AND CAPPED IN A UTILITY VAULT CO. 2436-LA, 2'-0"X3'-0" I.D. VAULT, MONOLITHIC CONSTRUCTION, EXTERIOR FARBRITE BITUMINOUS COATING OR EQUIVALENT.
- NUMBERS FOR HPV-XX VAULTS WILL BE FIELD ASSIGNED BY ENGINEER.

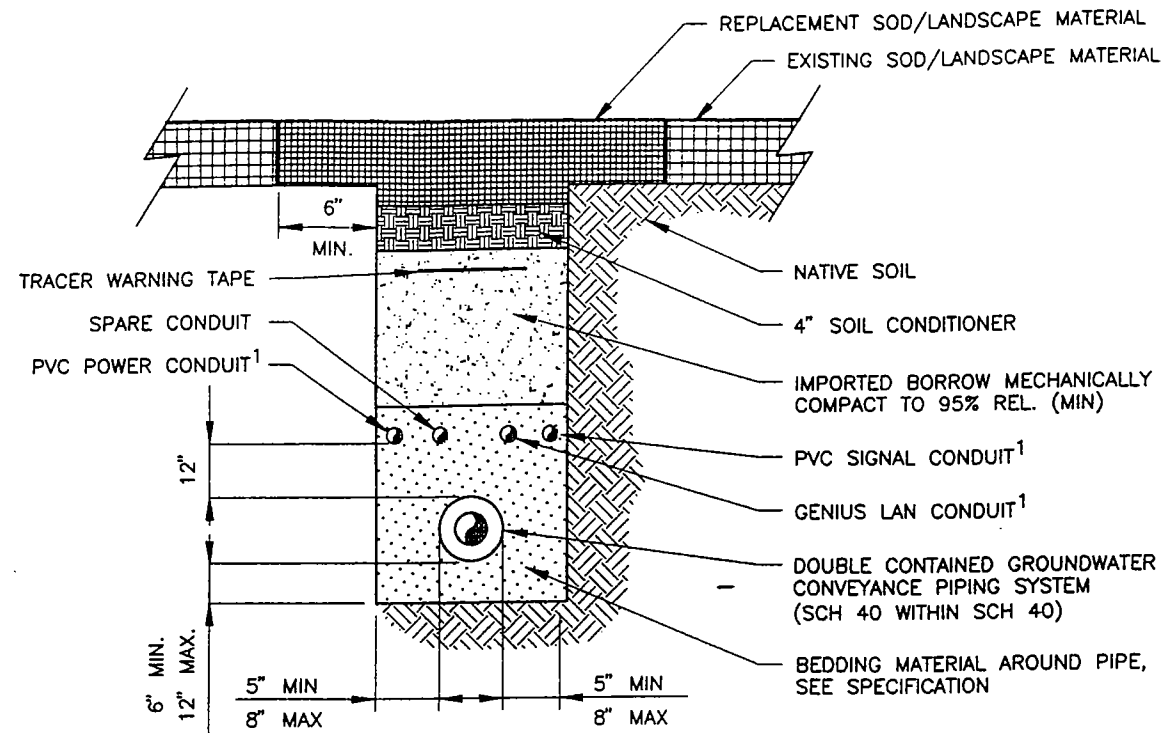
PLAN AND PROFILE OF LINE F1
STA F1 0+00 TO STA F1 12+87
REGIONAL GROUND WATER
REMEDIATION PROGRAM
NORTH OF U.S. HIGHWAY 101
MOUNTAIN VIEW, CALIFORNIA

PREPARED FOR
**INTEL CORPORATION AND
RAYTHEON COMPANY**

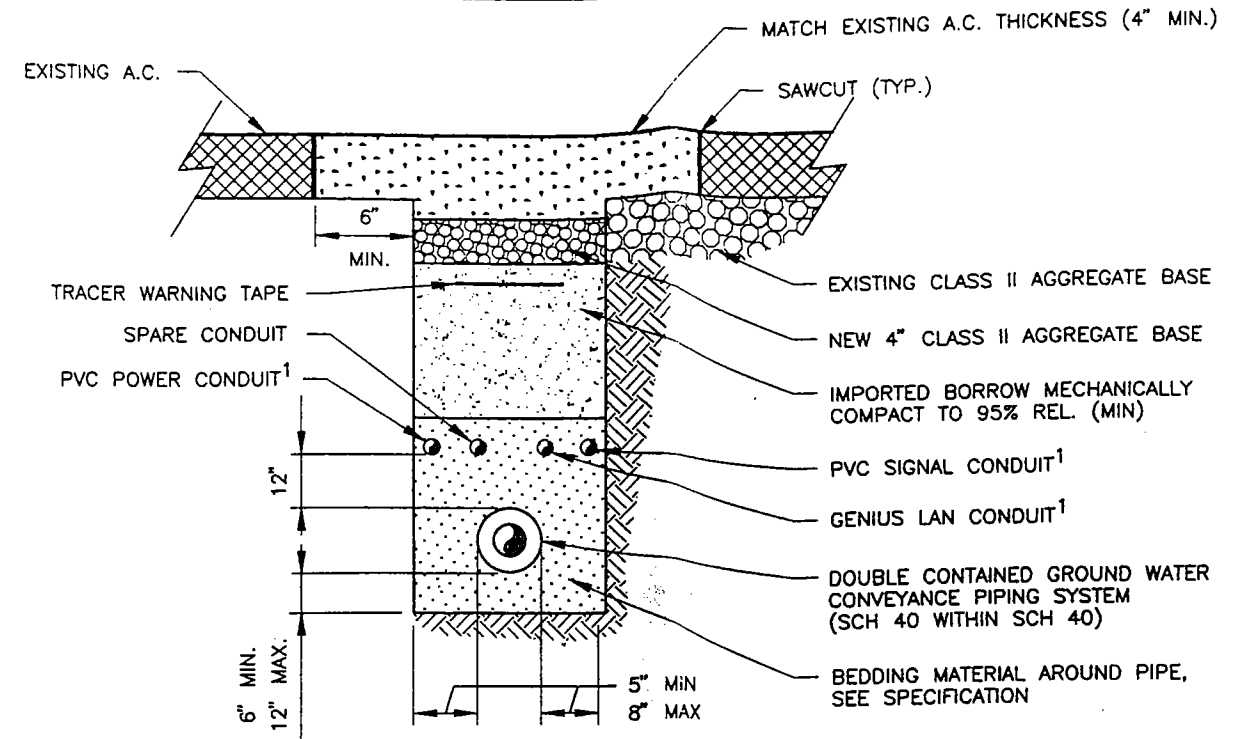


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| DATE: 5-10-98 | EXHIBIT C1 | DRAWING NUMBER: 92-185-E282 |
| SCALE: AS SHOWN | | |

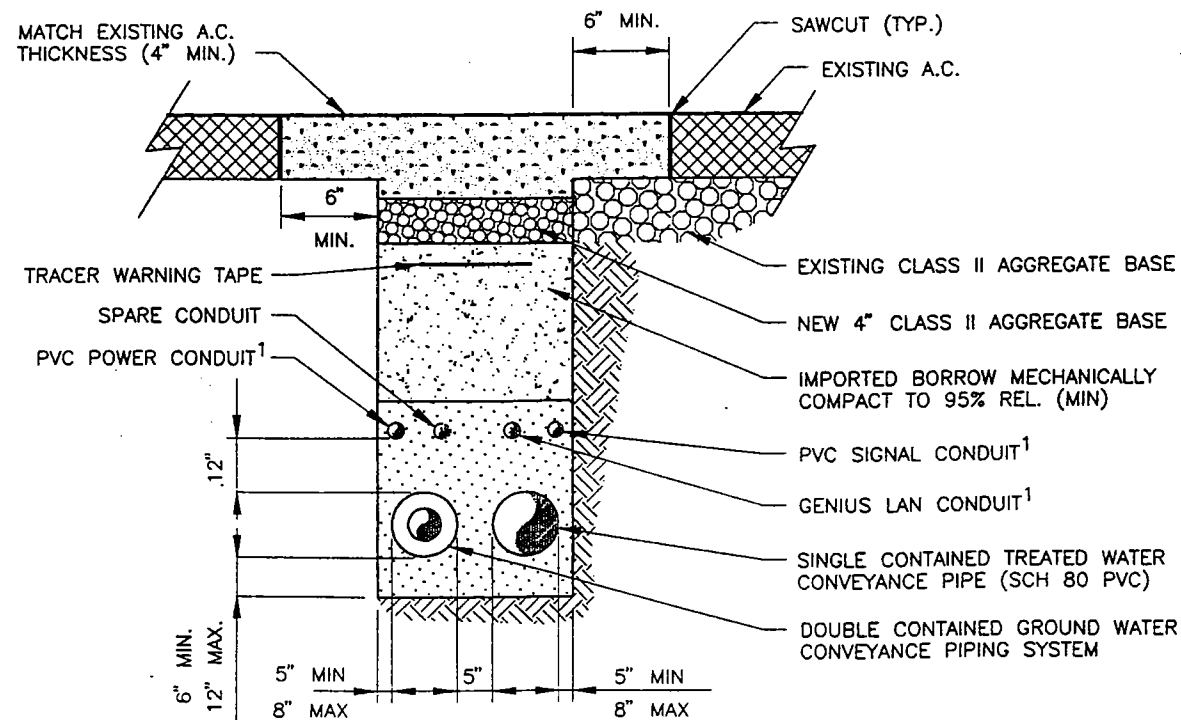
| No. | DATE | ISSUE / REVISION | OWN. BY | CK'D BY | AP'D BY |
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| 10-13-97 | | ISSUED FOR REPORT | VZC | | |



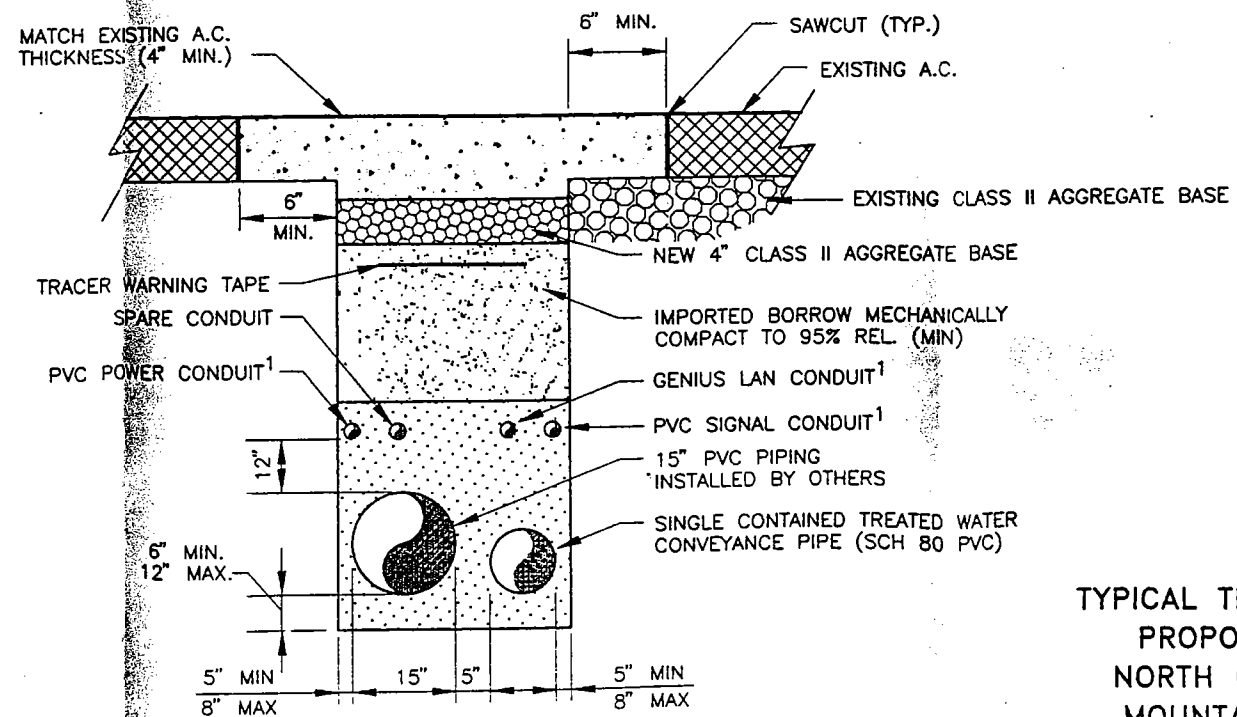
P GRASS/LANDSCAPED AREA (TYPICAL)
NOTE 2 B140 SCALE: N.T.S.



Q PAVEMENT AREA (TYPICAL)
NOTE 2 B140 SCALE: N.T.S.



R STREET AREA (TYPICAL)
NOTE 2 B140 SCALE: N.T.S.



S STA F1 0+00 TO STA F1 12+87
NOTE 2 B140 SCALE: N.T.S.

NOTES:

1. FOR CONDUIT SIZES SEE DRAWING No. 92-185-E311.
2. REFERENCED ON VARIOUS PLAN AND PROFILE DRAWINGS.

TYPICAL TRENCH CROSS SECTIONS
PROPOSED RECOVERY LINE
NORTH OF U.S. HIGHWAY 101
MOUNTAIN VIEW, CALIFORNIA

PREPARED FOR
**INTEL CORPORATION AND
RAYTHEON COMPANY**



| | | | |
|----------|-------------------|------------------|-------------------------|
| 10-13-97 | ISSUED FOR REPORT | VZC | |
| No. | DATE | ISSUE / REVISION | DWN. BY CK'D BY AP'D BY |

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|---------------|------------|----------------------------|
| DATE: 2-9-94 | EXHIBIT C2 | DRAWING NUMBER 92-185-B140 |
| SCALE: N.T.S. | | |