

## SECOND AMENDMENT TO ENHANCED USE LEASE

This Second Amendment to Enhanced Use Lease (this "Amendment") is made as of September 14, 2012 (the "Second Amendment Effective Date"), by and between THE UNITED STATES OF AMERICA, acting by and through the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an Agency of the United States ("Landlord"), and UNIVERSITY ASSOCIATES – SILICON VALLEY LLC, a Delaware limited liability company ("Tenant"). This Amendment is entered into on the basis of the following facts, understandings and intentions of the parties.

### R E C I T A L S:

A. Landlord and Tenant entered into that certain Enhanced Use Lease, dated as of December 30, 2008 (SAA2-402326), as amended (collectively, the "Lease"). Each capitalized term used in this Amendment, but not defined herein, shall have the meaning ascribed to it in this Lease.

B. The Bay Area Council did not ultimately submit a proposal to hold the Exposition on the Property, and the parties agree that the Exposition will not be held at the Property.

C. Tenant believes that it may have the opportunity to enter into an arrangement (the exact form of structure of which is not yet known) with a third party to construct the Infrastructure and develop the Premises as generally contemplated in the Lease. However, Tenant believes that development of the Premises will not be economically feasible unless the number of Square Feet of Entitled Uses is increased and the allocation of Entitled Uses is adjusted.

D. To give Tenant an opportunity to enter into an arrangement with such third party, Landlord is willing to increase the number of Square Feet of Entitled Uses on the terms and conditions (including the Condition (as defined in Paragraph 3(c) of this Amendment)) of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants set forth below and other good and valuable consideration, the parties agree as follows:

1. Definitions.

(a) Subject to the terms and conditions (including the Condition) set forth in this Amendment, Section 1.54 of the Lease is hereby deleted and restated in its entirety as follows:

"1.54 Entitled Use. 'Entitled Use' means the maximum number of Square Feet (as defined in Section 1.179) that may be developed and occupied for the Permitted Uses consistent with the Development Plan; provided, however, the area of any parking structure or other structure not

intended for occupancy shall not be included in the total number of Square Feet of space that may be developed and occupied as part of the Entitled Use. As of the Second Amendment Effective Date, the Entitled Use is the development and occupancy of a maximum of not more than three million seven hundred thousand (3,700,000) Square Feet of Improvements, of which: (i) six hundred seven thousand six hundred eighteen (607,618) Square Feet is allocated for education or research and development facilities which are owned or controlled by an institution of higher learning; (ii) one million two hundred eighty-one thousand eighty-one (1,281,081) Square Feet is allocated for office or research and development facilities; (iii) ninety-two thousand two hundred ninety-two (92,292) Square Feet is allocated for conference facilities (including lodging); (iv) one million four hundred eighty-five thousand two hundred ninety-eight (1,485,298) Square Feet is allocated for residential housing facilities (containing not less than one thousand nine hundred thirty (1,930) housing units, and which may include a reasonable amount of dormitory units), subject to adjustment as provided below; (v) sixty-six thousand seven hundred fifty-five (66,755) Square Feet is allocated for retail space; and (vi) one hundred sixty-six thousand nine hundred fifty-six (166,956) Square Feet is allocated for mixed use facilities. Based on information available as of the Second Amendment Effective Date, and recognizing that no Development Plan has yet been prepared, the parties in their reasonable commercial judgment believe that the foregoing uses and allocations of square footages of such uses fall within the scope of the impacts studied in the EIS and that these uses in the amounts set forth above will have similar or fewer environmental impacts in comparison to those studied in the EIS and documented in the ROD. Notwithstanding the foregoing, when or before the Development Plan is submitted by Tenant for approval by Landlord, Tenant shall provide to Landlord sufficient information for Landlord to analyze whether the expected environmental impacts of the foregoing allocations are within the scope of the impacts studied in the EIS and documented in the ROD. In addition, when or before the Development Plan is submitted by Tenant for approval by Landlord, if Tenant desires to reallocate and exchange all or a portion of the Square Feet allocated to one category of use to another category of use, using equivalency factors, Tenant shall provide to Landlord sufficient information (including the methodology used to develop each equivalency factor) for Landlord to analyze whether the expected environmental impacts of any such reallocation and exchange are within the scope of the impacts studied in the EIS and documented in the ROD. The equivalency factor or factors to be used shall be consistent with the methodologies for evaluating the environmental impacts used in the EIS and documented in the ROD, taking into account the effects of any different or additional mitigation measures proposed, or to be proposed, by Tenant in the Development Plan. Notwithstanding the foregoing allocations, Tenant understands that it shall not develop more than an aggregate of three

million seven hundred thousand (3,700,000) Square Feet of Improvements for the Entitled Uses.”

(b) Section 1.151 of the Lease is hereby deleted and restated in its entirety as follows:

“1.151 Predevelopment Period Expiration Date. ‘Predevelopment Period Expiration Date’ means the fourth anniversary of the Second Amendment Effective Date.”

2. Requirements for Development Plan.

(a) Section 4.8(a) of the Lease is hereby amended by the addition thereto, at the end thereof, of one sentence, to provide in its entirety as follows:

“Without limiting the foregoing, the parties agree that it shall be reasonable for Landlord to withhold its approval of the Development Plan if Landlord determines, in its reasonable judgment, that the environmental impacts of the project described in the Development Plan (including the types and amounts of Entitled Uses and any equivalency factors used by Tenant) are outside of the scope of the environmental impacts studied in the EIS and documented in the ROD.”

(b) Section 4.8(b) of the Lease is hereby amended by the addition thereto, at the end thereof, of two sentences, to provide in their entirety as follows:

“Unless Tenant has previously provided to Landlord the information required to permit Landlord to analyze whether the expected environmental impacts of the allocations of Square Feet and uses set forth in Section 1.54 are within the scope of the impacts studied in the EIS and documented in the ROD, Tenant shall provide such information to Landlord at the time of the submitting the Development Plan to Landlord. In addition, if the Development Plan proposes to reallocate and exchange Square Feet from one Entitled Use to another, and if Tenant has not previously provided to Landlord the information necessary for Landlord to analyze whether the expected environmental impacts of any such reallocation and exchange are within the scope of the impacts studied in the EIS and documented in the ROD, as described in Section 1.54, then Tenant shall also provide such information to Landlord at the time of the submitting the Development Plan to Landlord.”

3. Terms and Conditions (Including Condition Subsequent) Applicable to Change in Entitled Use.

(a) Tenant is considering entering into one of the following types of transactions with a third party or multiple third parties (a “Transaction”): (i) a Transfer; or (ii) a

sale or other transfer of voting stock or the membership interests in Tenant to any party other than an Affiliate of Tenant or a Preapproved Member. Any Transfer shall be subject to Landlord's prior approval as set forth in the Lease; provided, however, Tenant's request that Landlord approve a Transfer shall be accompanied by the Transaction Documents (as defined in Paragraph 3(b)). A Transaction described in clause (ii) above shall be subject to Landlord's prior approval as if such Transaction were a Transfer of Ownership; provided, however, Tenant's request that Landlord approve such Transaction shall be accompanied by the Transaction Documents.

(b) Tenant shall deliver to Landlord concurrently with Tenant's request that Landlord approve a Transaction the following documents (collectively, the "Transaction Documents"):

(i) An updated Predevelopment Schedule, and the parties hereby agree that the original Predevelopment Schedule attached to the Lease as Exhibit G shall be deleted and replaced in its entirety with the updated Predevelopment Schedule delivered by Tenant pursuant to this Subparagraph 3(b)(i);

(ii) A conceptual configuration (as of the date of the Transaction) of the Entitled Use (including the allocations of Entitled Use among Phases and Parcels and the bases upon which allocations of Entitled Use may be reallocated and exchanged);

(iii) A conceptual description (including types and Square Footage) of each Ancillary Use;

(iv) A conceptual phasing plan of the Premises showing or describing the tentative location of each Phase, which shall protect the future marketability of the Premises;

(v) A conceptual transportation demand management, traffic and parking plan; and

(vi) A conceptual Infrastructure Plan, excluding the financing plan and breakdown described in Sections 1.81(d) and (h), respectively, of the Lease.

Tenant's delivery to Landlord of the Transaction Documents shall not fulfill Tenant's obligations under the Lease to submit for Landlord's approval a Development Plan or an Infrastructure Plan. Rather, the Transaction Documents shall provide Landlord with Tenant's conceptual plan for the development of the Premises based upon Tenant's best estimate as of the date Tenant requests Landlord to approve the Transaction.

(c) The amendments of Sections 1.54 and 4.8(b) of the Lease to increase the Entitled Use of the Premises and to add requirements for the Development Plan set forth in Paragraphs 1(a) and 2(b) of this Amendment are subject to the condition subsequent (the "Condition") for Landlord's benefit that Tenant enters into a Transaction, and that the Transaction is approved by Landlord, on or before one hundred twenty (120) days after the Second Amendment Effective Date (the "Transaction Approval Date"). In the event that the

Condition is not satisfied or waived in writing by Landlord by such date, then Landlord may, at its sole option, terminate the amendment of Sections 1.54 and 4.8(b) of the Lease and, in such event, the Entitled Use of the Premises thereafter shall be the Entitled Use as originally set forth in the Lease as of the Effective Date. Landlord shall exercise such right to terminate the amendment of Sections 1.54 and 4.8(b) of the Lease by delivering to Tenant written notice of such exercise of such right to terminate on or before thirty (30) days after the Transaction Approval Date. Landlord's exercise of such right to terminate shall not void or invalidate the amendment of any other Section of the Lease pursuant to this Amendment.

4. Typographical Error. The parties agree that the reference to "Section 4.8(h)" set forth in Section 4.8(h) of the Lease is hereby corrected to read "Section 4.8(g)."

5. No Other Amendment; Conflicts. Except as set forth in this Amendment, the provisions of the Lease remain in full force. If the provisions of this Amendment conflict with the provisions of the Lease, then the provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first set forth above.

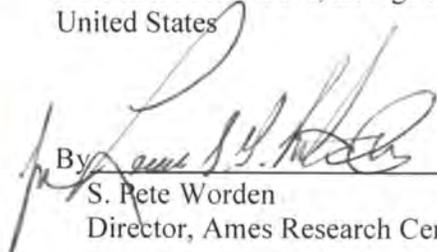
Tenant:

UNIVERSITY ASSOCIATES – SILICON VALLEY LLC, a Delaware limited liability company

By   
George R. Blumenthal  
Chair

Landlord:

THE UNITED STATES OF AMERICA,  
acting by and through the NATIONAL  
AERONAUTICS AND SPACE  
ADMINISTRATION, an Agency of the  
United States

By   
S. Pete Worden  
Director, Ames Research Center