

### THIRD AMENDMENT TO ENHANCED USE LEASE

This Third Amendment to Enhanced Use Lease (this "Amendment") is made as of February 5, 2013, 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.

#### RECITALS:

A. Landlord and Tenant entered into that certain Enhanced Use Lease, dated as of December 30, 2008 (SAA2-402326), as amended by that certain (i) First Amendment to Enhanced Use Lease, dated as of December 23, 2010, and (ii) Second Amendment to Enhanced Use Lease, dated as of September 14, 2012 (the "Second Amendment"). The Lease and its amendments are collectively referred to herein as the "Lease." Each capitalized term used in this Amendment, but not defined herein, shall have the meaning ascribed to it in the Lease.

B. Tenant continues to believe that it may have the opportunity to enter into a Transaction (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 and such third party were unable to complete their discussions and negotiations by the Transaction Approval Date set forth in the Second Amendment.

C. To continue to give Tenant an opportunity to enter into a Transaction, Landlord is willing to extend the Transaction Approval Date on the terms and conditions 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. Transaction Approval Date. The first sentence of Paragraph 3(c) of the Second Amendment is hereby deleted and restated in its entirety as follows:

"(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 the three hundredth (300<sup>th</sup>) day after the Second Amendment Effective Date (the 'Transaction Approval Date')."

Tenant agrees that Landlord's deadline to exercise its rights under Paragraph 3(c) of the Second Amendment if the Condition is not satisfied or waived shall be extended to the ninetieth (90<sup>th</sup>) day following the Transaction Approval Date.

2. 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.

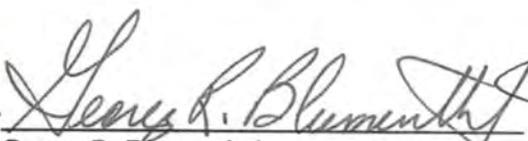
IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first set forth above.

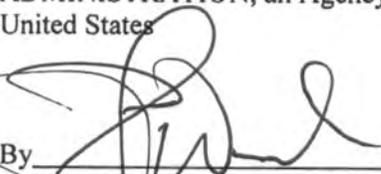
Tenant:

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

Landlord:

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

By   
George R. Blumenthal  
Chair

By   
S. Pete Worden  
Director, Ames Research Center