

FIRST AMENDMENT TO ENHANCED USE LEASE

THIS FIRST AMENDMENT TO ENHANCED USE LEASE (this "Amendment") is made and entered into this 23rd day of December, 2010, 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").

R E C I T A L S:

This Amendment is entered into on the basis of the following facts, understandings and intentions of the parties:

A. Landlord and Tenant entered into that certain Enhanced Use Lease dated as of December 30, 2008 (SAA2-402326) (the "Lease") which demised the Premises described in the Lease.

B. The parties acknowledge that the amount of the annual Base Rent payable during the Predevelopment Period was calculated by multiplying (a) the parties' determination of the fair market value of the Premises as of the Effective Date (which determination was based in part on independent appraisals of another portion of the Property that had been completed shortly before the Effective Date), by (b) a rate of return of two percent (2.0%) per annum (which rate of return was consistent with the real estate market and economic conditions prevailing at that time). Landlord and Tenant have mutually agreed that the amount of annual Base Rent for the portion of the Predevelopment Period on and after January 1, 2010 should be calculated using a lower rate of return (fifteen hundredths of one percent (0.15%) that is consistent with current real estate market conditions and the impact of the nationwide economic downturn that occurred after the Effective Date.

C. A recent proposal has been made by the Bay Area Council, a leading business organization in the San Francisco Bay Area, to hold a World Exposition on the Premises and on the adjacent portion of the Property in 2020 (the "Exposition"). That proposal has been endorsed by the Governor of California, and appears to have substantial backing in the business community. The proposal will require that a series of applications be made to the Bureau of International Expositions, and it is expected that a final selection of a site for that Exposition will be made in 2013. That proposal makes it infeasible to proceed with planning for the development of the Premises until the Bureau of International Expositions selects a site for that Exposition. Tenant is willing to cooperate with the proposal and the holding of the Exposition, if the proposal is selected. Accordingly, the parties desire to amend the Lease to extend the Predevelopment Period to take into account the effect on the Predevelopment Work of the proposal for the Exposition and to adjust the Predevelopment Period Base Rent to take into account current conditions in the real estate market.

D. Tenant had previously elected, pursuant to Section 7.1 of the Lease, to defer the payment of one-half (1/2) of the Predevelopment Period Base Rent which became due on December 31, 2009 to December 31, 2010.

E. Prior to the proposal for the Exposition, Landlord and Tenant had entered into an agreement (the "Payment Agreement") regarding the payment of the portion of the Predevelopment Period Base Rent in respect of 2009 which was not so deferred, and Tenant has made the payments required to be made pursuant to the Payment Agreement prior to the date of this Amendment. Landlord and Tenant now acknowledge that the Payment Agreement is no longer appropriate given the pendency of the proposal for the Exposition.

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) 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 day which is forty-eight (48) months following the first to occur of: (i) a site is chosen by the Bureau of International Expositions for the world exposition to be held in 2020; or (ii) the receipt by Tenant of a written notice from NASA that a final and binding determination has been made by an official of NASA, who has the authority to make such a final and binding determination, that no exposition will be held at NASA Ames Research Center (including Moffett Federal Airfield) in 2020. If NASA Ames Research Center (including Moffett Federal Airfield) or any part thereof is chosen by the Bureau of International Expositions for the world exposition to be held in 2020, then Landlord and Tenant shall negotiate in good faith for a period of eighteen (18) months following such selection in an effort to agree upon modifications to this Lease appropriate to facilitate the Premises being developed by Tenant, as contemplated in this Lease, within a reasonable time following the closing of the exposition."

(b) Each capitalized term used in this Amendment, but not defined herein, shall have the meaning ascribed to it in the Lease.

2. Predevelopment Schedule. Section 4.1(b) of the Lease is hereby deleted and restated in its entirety as follows:

"(b) The foregoing notwithstanding: (i) Tenant shall cause its Public Members, by and through the Lead Agency, to initiate preparation of the EIR pursuant to Section 4.3 not less than twenty-four (24) months prior to the Predevelopment Period Expiration Date (which period shall not be subject to decrease for any Delay); (ii) Tenant shall select each Master Developer pursuant to Section 4.6 not less than twenty-four (24) months prior to the Predevelopment Period Expiration Date (which period shall not be subject to decrease for any Delay), or if Tenant has not selected each Master Developer pursuant to Section 4.6 not less than twenty-four (24) months prior to the Predevelopment Period Expiration Date, Tenant shall submit to Landlord not less than twenty-four (24) months prior to the Predevelopment Period Expiration Date (which period shall not be subject to decrease for any Delay) a funding or financing plan for the

development of the Premises; (iii) Tenant shall have delivered the Development Plan to Landlord pursuant to Section 4.8 not less than twelve (12) months prior to the Predevelopment Period Expiration Date (which period shall not be subject to decrease for any Delay); and (iv) neither Party has any obligation to extend any of the dates set forth in clauses (i) through (iii) above, or the Predevelopment Period, beyond the Predevelopment Period Expiration Date.”

3. Predevelopment Period Base Rent. Section 7.1 of the Lease is hereby deleted and restated in its entirety as follows:

“7.1 Predevelopment Period Base Rent.

(a) During the portion of the Predevelopment Period commencing on the Effective Date and ending on December 31, 2009, Base Rent shall be payable with respect to the entire Premises, subject to the credits described in Sections 7.3(a), 7.3(f) and 7.13, without abatement, offset, deduction, or prior notice, in the amount of One Million Seven Hundred Seventy-Seven Thousand Ninety-Three and 19/100ths Dollars (\$1,777,093.19) (the ‘2009 Predevelopment Period Base Rent’). Tenant shall continue to make the payments required under the Payment Agreement (as defined in the First Amendment to this Lease) through and including the payment required to be made on December 1, 2010. Such payments by Tenant will result in a reduction in the principal due by Fifty-Five Thousand Six Hundred Seventy-Three and 14/100ths Dollars (\$55,673.14). Following such principal reduction, the aggregate amount due in respect of the Predevelopment Period Base Rent in respect of 2009 will be One Million Seven Hundred Twenty-One Thousand Four Hundred Twenty and 05/100ths Dollars (\$1,721,420.05) (the “2009 Remaining Predevelopment Period Base Rent Amount”). Tenant shall pay the 2009 Remaining Predevelopment Period Base Rent Amount on the last day of the Predevelopment Period, and shall pay simple interest in the amount of one percent (1%) per annum on the 2009 Remaining Predevelopment Period Base Rent Amount in equal monthly installments on the first (1st) day of each calendar month, commencing January 1, 2011 and continuing until and including the first (1st) day of the calendar month during which the Predevelopment Period terminates (upon such termination, a prorated amount of interest shall also be due and payable with respect to the partial calendar month containing the last day of the Predevelopment Period).

(b) During the portion of the Predevelopment Period on and after January 1, 2010, Base Rent shall be payable with respect to the entire Premises as follows:

(i) The annual amount of Base Rent during each calendar year of such portion of the Predevelopment Period shall be One Hundred Thirty-Three Thousand Two Hundred Eighty-Two and 00/100ths dollars (\$133,282.00), which annual amount shall be subject to the credits described in Sections 7.3(a), 7.3(f) and 7.13, and which shall be payable without abatement, offset, deduction, or prior notice. Such annual amount shall be prorated on a daily basis for any period less than one (1) year. Such amount of Base Rent accruing during a particular

calendar year shall be payable in twelve (12) equal monthly installments of Eleven Thousand One Hundred Six and 83/100ths Dollars (\$11,106.83) commencing on January 1 of that year and ending on December 1 of that year (or the last day of the Predevelopment Period, if such last day occurs during that particular calendar year).

(ii) Notwithstanding the foregoing provisions of this Section 7.1(b), if the last day of the Predevelopment Period is earlier than December 31 of the calendar year during which such last day occurs, then all amounts of Base Rent that accrued and are unpaid as of such last day of the Predevelopment Period (including the pro rata portion of the Base Rent accruing during the calendar month in which the Predevelopment Period ends) shall be due on such last day of the Predevelopment Period.

(c) During the Predevelopment Period, on or before the fifteenth (15th) day of September of each year in which Tenant expects that it will have incurred Eligible Predevelopment Costs (or, if the last payment of Predevelopment Period Base Rent will be made on any date other than December 31 of the last year of the Predevelopment Period, the date which is at least sixty (60) days before the last day of the Predevelopment Period), Tenant shall deliver to Landlord notice of Tenant's reasonable estimate of the amount of Eligible Predevelopment Costs that Tenant has then incurred and expects to incur during that calendar year, which amount (but not to exceed the Predevelopment In-Kind Cap) shall be set forth on the Support Agreement for the immediately following Fiscal Year (or with respect to the last year of the Predevelopment Period, on a revised Support Agreement for the current Fiscal Year if applicable). Tenant's payment of Predevelopment Period Base Rent shall be based on the estimate of Eligible Predevelopment Costs set forth on such Support Agreement. As soon as reasonably feasible during the calendar quarter immediately following each payment of Predevelopment Period Base Rent by Tenant, Tenant shall deliver to Landlord invoices and other reasonably satisfactory evidence of the amount of Eligible Predevelopment Costs actually incurred during the prior calendar year (or applicable portion of the last calendar year of the Predevelopment Period), and the provisions of Section 7.9 shall apply. If the actual amount of Eligible Predevelopment Costs incurred is less than the amount of Tenant's estimate of Eligible Predevelopment Costs set forth on the applicable Support Agreement and there are no other Eligible Predevelopment Costs which have been duly carried forward from a prior calendar year as a result of the Predevelopment In-Kind Cap, then Tenant shall concurrently pay to Landlord the additional Predevelopment Period Base Rent in cash, which payment shall be made concurrently with Tenant's delivery of the invoices and other reasonably satisfactory evidence of the amount of Eligible Predevelopment Costs actually paid by Tenant. Tenant has advised Landlord that it has not incurred or paid any Eligible Predevelopment Costs prior to September 1, 2010, and Tenant does not expect to incur any Eligible Predevelopment Costs during calendar year 2010."

4. Amendment to Lease. This Amendment is and shall constitute an amendment to the Lease. Except as modified hereby, all of the terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment on the date first written above.

LANDLORD:

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

By:  12/23/2010

S. Pete Worden
Director, Ames Research Center

TENANT:

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

By: 

William E. Berry
President