

FIRST AMENDMENT TO ENHANCED USE LEASE

This First Amendment to Enhanced Use Lease (the "Amendment") is made as of February 8, 2012 (the "Effective Date"), by and between THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an Agency of the United States of America, acting by and through Ames Research Center ("Landlord"), and PLANETARY VENTURES, LLC, a Delaware limited liability company ("Tenant"), with reference to the following facts:

A. Landlord and Tenant entered into that certain Enhanced Use Lease, dated as of May 14, 2008 (SAA2 - 402175) (the "Original Lease"). Each capitalized term used in this Amendment, but not defined herein, shall have the meaning ascribed to it in the Original Lease.

B. At the time the Original Lease was executed, Tenant planned to develop the Premises in three (3) Phases of Improvements over a period of approximately sixteen (16) years as set forth in the Project Schedule. The Original Lease required construction of the Phase 1 Improvements on the Phase 1 Parcel, and construction of the Phase 2 Improvements and Phase 3 Improvements on the Phase 2 Parcel. The Phase 1 Parcel and the Phase 2 Parcel are depicted on a diagram attached to the Original Lease as Exhibit A-2. Furthermore, the Original Lease contains deadlines by which the Commencement of Construction of each Phase of Improvements must occur, and provides that some or all of the Entitled Use is forfeited if the Commencement of Construction of the Phase 2 Improvements occurs before the Commencement of Construction of any remaining discreet building(s) comprising the Phase 1 Improvements.

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NOW, THEREFORE, the parties agree as follows:

1. Amendments of the Original Lease: The parties hereby agree to amend the Original Lease as of the Effective Date as follows:

(a) Clause (a) of section 1.84 of the Original Lease is hereby deleted and restated in its entirety as follows: "(a) before Landlord's approval of the Subdivision Plan, to any of Parcel 1, Parcel 2 or Parcel 4 as the context in this Lease may require,". Sections 1.100 and 1.102, and the Diagram Outlining the Phase 1 Parcel and the Phase 2 Parcel attached to the Original Lease as Exhibit A-2, are hereby deleted and are of no further force. All other references in the Original Lease to either the Phase 1 Parcel or to the Phase 2 Parcel are hereby deleted and instead shall refer to "Parcel 1 and/or Parcel 2."

(b) Section 4.2 of the Original Lease is hereby deleted and restated in its entirety as follows:

"4.2 Failure of Commencement of Construction. The failure of Tenant to cause the Commencement of Construction of the Improvements (or portions thereof) on or before the applicable date specified below shall not constitute an Event of Default hereunder by Tenant; however, the following provisions shall apply:

"(a) If Tenant fails to cause the Commencement of Construction to occur on or before [REDACTED] then this Lease shall terminate in its entirety, and Tenant shall surrender possession of the Premises to Landlord.

"(b) Tenant shall have until [REDACTED] to cause the Commencement of Construction with respect to all of the Improvements that Tenant intends to construct on the Premises. Effective [REDACTED] this Lease shall terminate with respect to (i) all Entitled Use as to which Tenant has not caused the Commencement of Construction or completed construction of Improvements, and (ii) all Parcels on which Tenant has not caused the Commencement of Construction or completed construction of Improvements (the 'Relinquished Parcels'). Tenant shall surrender possession of the Relinquished Parcels to Landlord, and Tenant shall not be permitted to commence construction of any other Improvements on the Relinquished Parcels; provided, however, this Lease shall remain in effect with respect to all Parcels on which Tenant has caused the Commencement of Construction or completed construction of Improvements, and the Base Rent owing hereunder shall be adjusted based upon the Square Footage of the Improvements completed, or then under construction pursuant to valid permits and thereafter diligently completed, on those Parcels. Tenant may proceed with the construction of those Improvements as to which the Commencement of Construction has occurred on or before [REDACTED] in accordance with the Construction Provisions and the Project Schedule. As of the date of such termination, the Entitled Use of the Premises shall be the development and occupancy of the number of Square Feet of the Permitted Use that has been constructed by Tenant, or as to which Tenant has caused the Commencement of Construction, on or before [REDACTED]. Finally, as soon as is reasonably possible following such termination, Tenant shall design and construct on the Parcels that Tenant continues to lease hereunder security of other access improvements, and parking structures sufficient to provide the required number of parking spaces for the Improvements constructed (or being constructed) thereon based upon the Parking Ratio. The design and construction of such improvements shall be in accordance with the Construction Provisions."

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(c) Section 4.3 of the Original Lease is hereby deleted and is of no further force.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

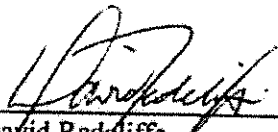
Tenant:

PLANETARY VENTURES, LLC, a Delaware limited liability company

Landlord:

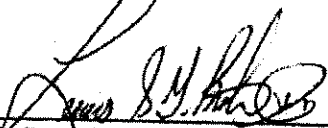
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an Agency of the United States

By



David Radcliffe
Vice President of Real Estate of Google Inc., and Sole and Managing Member of Planetary Ventures, LLC

By



S. Pete Worden
Director, Ames Research Center