

ENHANCED USE LEASE
BETWEEN
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AMES RESEARCH CENTER
AND
MOUNTAIN VIEW HOUSING VENTURES LLC
FOR THE HOUSING DEVELOPMENT

December 12, 2018

Predecisional-Not for Public Release

Controlled Information

NASA AMES RESEARCH CENTER
ENHANCED USE LEASE

Basic Lease Information

Effective Date: December 31, 2018.

Landlord: NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an Agency of the United States, acting by and through Ames Research Center located at Moffett Field, California.

Tenant: MOUNTAIN VIEW HOUSING VENTURES LLC, a California limited liability company, and its permitted successors and assigns.

Premises: The improved real property described in Exhibit A-1 and depicted on Exhibit A-2 and Exhibit A-4 containing approximately 46.52 acres of gross land area, located at NASA Ames Research Center, Moffett Field, California.

Property: The land, the buildings and other improvements known as NASA Ames Research Center, Moffett Field, California 94035 – 1000.

Transition Term: [REDACTED].

Initial Development Term: The period commencing immediately after the Transition Term and ending on December 31, 2025.

Initial Term: The period commencing immediately after the Initial Development Term and ending on the Expiration Date, subject to the Parties' respective rights to terminate this Lease during the Initial Term in accordance with section 9.2.

Commencement Date: January 1, 2021.

Expiration Date: December 31, 2090.

Base Rent (dollars per Lease Year): [REDACTED]

Security Deposit: [REDACTED]

Rent Payment Address: NASA Shared Service Center (NSSC)-
FMD Accounts Receivable
Attn: For the Accounts of Ames Research Center
(Agreement #SAA2-403430)
Bldg. 1111, C Road

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Stennis Space Center, MS 39529

Permitted Uses and Entitled Uses of the Premises: The Permitted Uses of the Premises shall be residential uses (including Ancillary Uses) and Retail Uses. The Entitled Uses of the Premises shall be limited to: (a) [REDACTED] Housing Units (the "Entitled Housing Units") and all Required Core Space (as defined in section 1.147), (b) [REDACTED] Square Feet of Ancillary Uses (the "Entitled Ancillary Use"), and (c) [REDACTED] Square Feet for Retail Spaces (the "Entitled Retail Use"; together with the Entitled Housing Units, the Required Core Space, and the Entitled Ancillary Use collectively, the "Entitled Uses"). Notwithstanding anything to the contrary herein, Ancillary Uses consisting of outdoor or partially enclosed or covered spaces, facilities, courts, lawns, trails, gardens, pools, decks, porches and similar areas which, in each case, are designed to be utilized by residents of the Housing Units and their guests and invitees for sports, recreation, fitness, athletic, leisure and other similar activities, dining or picnicking, lounging, or other related uses shall be permitted as Ancillary Uses, but shall not be counted against the [REDACTED] Square Feet limitation for the Entitled Ancillary Use. All Permitted Uses and Entitled Uses shall be consistent with the Housing MIMP attached hereto as Exhibit H.

Landlord's Address: NASA Ames Research Center
Attn: NASA Research Park
Mail Stop 204-2
P.O. Box 1
Moffett Field, CA 94035-0001

With a copy to: National Aeronautics and Space Administration
Attn: Director, Facilities and Real Estate Division
300 E. Street SW
Washington DC 20546

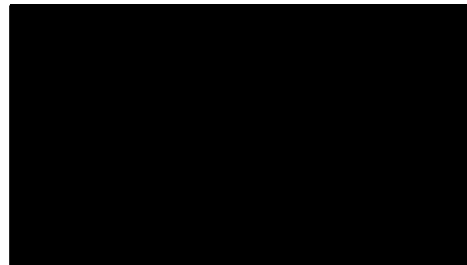
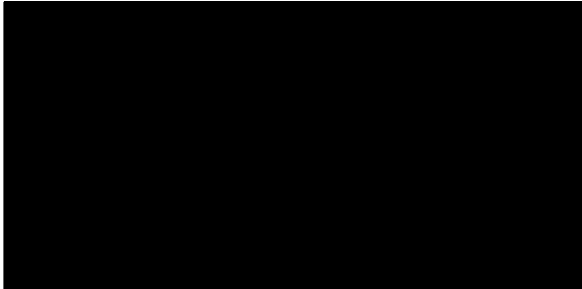
Tenant's Address: Mountain View Housing Ventures LLC
c/o CRC Companies LLC
4401 Wilson Boulevard, Suite 600
Arlington, Virginia 22203
Attn: [REDACTED]

With a copy to: CRC Companies LLC
4401 Wilson Boulevard, Suite 600
Arlington, Virginia 22203
Attn: [REDACTED] Corporate Counsel

The foregoing **Basic Lease Information** is incorporated in and made a part of the Lease to which it is attached. If there is any conflict between the **Basic Lease Information** and the Lease, the **Basic Lease Information** shall control.

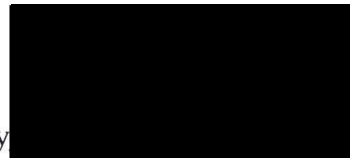
Tenant:

MOUNTAIN VIEW HOUSING VENTURES
LLC, a California limited liability company



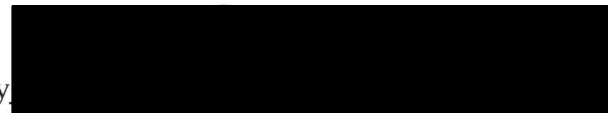
Landlord:

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



By

Calvin Williams
Assistant Administrator
For Strategic Infrastructure



By

Deborah L. Feng
Associate Director
NASA Ames Research Center

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NASA AMES RESEARCH CENTER

ENHANCED USE LEASE

This Lease (as defined in section 1.90) is made as of the Effective Date (as defined in section 1.40), by and between Landlord (as defined in section 1.87) and Tenant (as defined in section 1.174). This Lease is made under the authority of 51 U.S.C. § 20145, with reference to the following facts:

R E C I T A L S

A. Landlord is committed to using its resources to the greatest public benefit and thus will take advantage of its unique capabilities, stock of land, and facilities.

B. Landlord desires to enter into this Lease for the Premises (as defined in section 1.133), which constitutes a limited portion of the Property (as defined in section 1.138). Landlord, acting by and through NASA ARC (as defined in section 1.107), in collaboration with the cities of Sunnyvale and Mountain View and other cooperating agencies, prepared an EIS (as defined in section 1.42) to study the development and reuse of the Property. Public input on the EIS took place over approximately two (2) years, and the EIS was adopted in November 2002. Housing is a key mitigation component of the EIS and the ROD (as defined in section 1.154). Landlord has now agreed to lease the Premises to Tenant on the terms and conditions set forth in this Lease.

C. Landlord and GSA (as defined in section 1.66) partnered to issue a RFP (as defined in section 1.153) for the housing development opportunity. Tenant submitted a proposal in response to the RFP, which was determined by Landlord and GSA to be the proposal best-suited to meet Landlord's goals set forth in the RFP. Tenant was selected as the preferred selected lessee as described in the RFP.

D. Tenant desires to enter into this Lease for the purpose of designing, developing, financing, constructing, leasing, and managing a housing project funded by private capital on the Premises.

E. The Premises are not being provided to Tenant as government furnished property under any Government (as defined in section 1.65) contract or subcontract, and there is no intention for Rent to be charged or submitted for payment as a direct or indirect cost or charge under any such Government contract or subcontract.

F. Neither Landlord nor the Government is or will be a party to any of the construction contracts supporting the construction of the Project. Tenant shall develop and construct the Project at its sole cost and expense. The Project will be developed and constructed solely through the expenditure of private funds and the performance of construction contracts between Tenant and private contractors. Neither the State of California nor any political subdivision of the State of

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California has furnished plans, specifications, or criteria for the development or construction of the Project. No awarding bodies of the State of California has controlled or carried out or will control or carry out the development or construction of the Project. None of the square footage of the Project has been or is intended to be leased to the State of California or any political subdivision of the State of California.

G. Upon completion of the Project, neither Landlord nor the Government will own any portion of the Project, operate any portion of the Project, occupy any space within the Project, or offer any government services out of the Project (other than the Off-Site Improvements (as defined in section 1.117)). Further, as of the Expiration Date of this Lease, title to the Project shall be transferred from Tenant to a successor tenant that will manage the housing development (which shall be determined through a subsequent solicitation process).

NOW, THEREFORE, the Parties agree as follows.

ARTICLE 1
Definitions

In addition to other terms that may be defined in this Lease, the following terms as used in this Lease shall have the following meanings, applicable, as appropriate, to both the singular and plural forms of the terms herein defined.

1.1 Additional Information. "Additional Information" means such other information, drawings (architectural, engineering, mechanical/electrical/plumbing or otherwise, and stamped by an appropriate design professional), calculations (architectural, engineering, mechanical/electrical/plumbing or otherwise, and stamped by an appropriate design professional) or other materials that Landlord Representative (as defined in the Construction Provisions) may reasonably require in connection with a change proposed by Tenant pursuant to the Construction Provisions (as defined in section 1.34 or a Technical Submittal (as defined in section 1.171)).

1.2 Additional Rent. "Additional Rent" means all charges, costs, expenses and other amounts (other than Base Rent (as defined in section 1.16) that Tenant is required to pay to Landlord under this Lease, [REDACTED]

1.3 Adjustment Event. [REDACTED]

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1.4 Affiliate. “Affiliate” means, with respect to Tenant, any other person or entity controlled by, controlling or under common control therewith. As used in this definition, “control” (and the correlative terms “controlled by” and “controlling”) means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of the business and affairs of the person entity in question by reason of the ownership of beneficial interests, by contract or otherwise.

1.5 Affordable Housing Unit. “Affordable Housing Unit” has the meaning set forth in the Housing Management Plan (as defined in section 1.69).

1.6 Alterations. “Alterations” means, with respect to each building or other improvement located on the Premises, any improvements, additions, renovations, remodeling, retrofitting, rehabilitation, restoration or other alterations of or to that building or other improvement. With respect to any building or other improvement which is part of an Initial Project (as defined in section 1.83), Alterations means any improvements, additions, renovations, remodeling, retrofitting, reconstruction, rehabilitation, restoration or other alterations of or to that building or other improvement occurring after the applicable Initial Project is complete. Notwithstanding the foregoing provisions of this section, Alterations exclude all Capital Improvements (as defined in section 1.24) and Redevelopment (as defined in section 1.145).

1.7 Ancillary Uses. “Ancillary Uses” means uses located in and on the Premises that primarily serve the residents of the Housing Units, which include: property management, leasing, and marketing facilities; active and passive sports and recreation facilities; indoor pools, sport courts, and fitness centers; community centers, game rooms, bike repair and storage, business centers, community rooms, lounges, party rooms, resident storage areas, banking facilities, vending areas; and other support space and amenities found in residential developments and are to be contained within the Housing Project and/or parcels designated for primarily the Housing

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Project. Ancillary Uses shall not include Retail Uses or the uses associated with the Required Core Space.

1.8 APD. "APD" means an Ames Policy Directive.

1.9 Applicable Laws. "Applicable Laws" means (a) all laws, ordinances, rules, regulations and codes of any federal, state or local governmental authorities (not including Landlord except as otherwise provided in section 1.9(b) herein) having jurisdiction over the Premises or the Project, and (b) all statutory authorities Congress has granted to Landlord, NASA ARC Regulations set forth in Exhibit N, New NASA ARC Regulations that are not otherwise waived pursuant to section 5.4(a), the codes and standards set forth in the Codes and Standards Schedule attached to the Construction Provisions as Exhibit C-1, NPDs (as defined in section 1.114) and NPRs (as defined in section 1.115) promulgated from time to time in the course of NASA's general administration of, and having application to the entirety of, all NASA centers, now existing or later adopted during the Term insofar as any thereof relate to or are required by the development, condition, use or occupancy of the Premises or the Improvements on the Premises. NPDs and NPRs will be enforced, without prejudice to or discrimination against Tenant in accordance with the applicable laws, ordinances, rules, regulations, policies and codes they were written to enforce.

1.10 Applicable Environmental Policy and Guidance Documents. "Applicable Environmental Policy and Guidance Documents" means (a) the Housing MIMP (as defined in section 1.70), which identifies the mitigation measures set forth in the ROD (as defined in section 1.154) that apply to the Project and the Premises, (b) the provisions of the ROD that apply to the Project and Premises as set forth on Exhibit H-1, and (c) the Conceptual Development Plan (as defined in section 1.32).

1.11 APR. "APR" means an Ames Procedural Requirement.

1.12 Area Median Income. "Area Median Income" means the median family income adjusted for household size for Santa Clara County in the State of California, as annually estimated by the U.S. Department of Housing and Urban Development.

1.13 Archeological Resources Study. "Archeological Resources Study" means the NASA ARC Archeological Resources Study, dated February 2017.

1.14 Assignment. "Assignment" means a voluntary, involuntary or by operation of law, sale, assignment, subletting (other than a Sublease of Space (as defined in section 1.164)), encumbering, pledge or other transfer of the estate or interest in, or rights with respect to, this Lease (other than a Financing Transaction (as defined in section 1.58) or an Equity Transaction (as defined in section 1.50)) to any person or entity (other than an Affiliate) with respect to a Subject Property (as defined in section 1.163) upon or after the Commencement of Construction (as defined in section 1.30) of the Initial Project to be performed on such Subject Property has

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occurred, including any Transfer of Ownership (as defined in section 1.180) occurring upon or after such Commencement of Construction.

1.15 Authorized Representatives. "Authorized Representatives" means the employees, officers, agents, contractors or any other individuals specifically authorized to represent Landlord or Tenant, as the case may be.

1.16 Base Rent. "Base Rent" shall be as specified in the **Basic Lease Information**, subject to adjustments during the Term as provided in this Lease.

1.17 Base Rent Percentage. "Base Rent Percentage" means

[REDACTED]

1.18 Basis for Appraisal.

[REDACTED]

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[REDACTED]

1.19 [REDACTED]

1.20 Building Systems. "Building Systems" means the systems serving any building or other improvement on the Premises, and the Utilities (as defined in section 1.184) delivery systems from the Points of Connection (as defined in section 1.130) to the Premises.

1.21 CANG. "CANG" means the 129th Rescue Wing of the California Air National Guard, which is based on the Property.

1.22 CANG Agreements. "CANG Agreements" means that certain Permit to United States Air Force from NASA ARC, regarding the California Air National Guard 129th Rescue Wing Cantonment Area and Related Facilities (SAA2-402604), the term of which commenced on January 26, 2010, as the same may be amended hereafter; and that certain Memorandum of Understanding between NASA ARC and the California Air National Guard 129th Rescue Wing dated November 10, 2009 (SAA2-402605), as amended and as may be amended hereafter.

1.23 CANG Permitted Area. "CANG Permitted Area" means that portion of the Premises that is permitted to the CANG and subject to the CANG Agreements, consisting of approximately 7.33 acres of land with approximately 44,627 square feet of improvements located thereon, commonly referred to as the CANG's transportation maintenance facility, and designated as the "CANG Permitted Area" on the diagram attached hereto as Exhibit P-1.

1.24 Capital Expenditures. "Capital Expenditures" means, for any period, the amount expended for items capitalized under GAAP (including expenditures for building improvements or major repairs, leasing commissions and tenant improvements).

1.25 Capital Improvements. "Capital Improvements" means permanent improvements to the roof, foundation and/or structural components of any building or other improvement on the Premises, or Building Systems serving the Premises, in all cases that restore, add to the value of or substantially improve the life of the improvements, or that replace capital items that are no longer capable of providing the services required of them. With respect to any building or other

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improvement, or Building System, which is part of an Initial Project, Capital Improvements means permanent improvements to the roof, foundation and/or structural components of such building or other improvement, or Building System made after the applicable Initial Project is complete.

1.26 CBO. "CBO" means the NASA ARC Chief Building Official, or his or her Authorized Representative.

1.27 Center Director. "Center Director" means the NASA ARC Director or his or her Authorized Representatives. As of the Effective Date, the Center Director is Dr. Eugene L. Tu.

1.28 CERCLA. "CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.).

1.29 Claims. "Claims" means any and all claims, actions, causes of action, suits, proceedings, demands, third-party judgments, liens, damages, penalties, fines, costs, expenses (including but not limited to reasonable attorneys' fees and costs), liabilities and losses actually incurred by the applicable person.

1.30 Commencement of Construction. "Commencement of Construction" means, with respect to each Project (as defined in section 1.135) or any discreet building or other portion thereof, and the Infrastructure Improvements (as defined in section 1.78) or any discreet portion thereof, as applicable, the date on which the CBO issues to Tenant the first construction permit (for demolition, site work, building or otherwise) required therefor.

1.31 Commencement Date. "Commencement Date" means the commencement date specified in the **Basic Lease Information**.

1.32 Conceptual Development Plan. "Conceptual Development Plan" means Tenant's narrative conceptual development plan for the Initial Projects (as defined in section 1.83) attached hereto as Exhibit B-2.

1.33 Construction Contract. "Construction Contract" means the contract with any general contractor, construction manager or prime contractor in connection with the construction of any of the Initial Projects.

1.34 Construction Provisions. "Construction Provisions" means the construction provisions set forth on Exhibit C attached hereto and incorporated into this Lease by reference.

1.35 Demand Services. "Demand Services" means all studies, reviews, construction liaison services (including construction liaison services described in the Construction Provisions), architectural and engineering services, environmental assessments, environmental impact statements, telecommunication and data communication services (including installation and/or connection to the Property's internet systems), or any other services furnished by MVHV Housing EULA

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Landlord at the request of Tenant, directly or indirectly to, for the benefit of, or used by, Tenant on or about the Premises, excluding Modified ISP Services, Environmental Oversight Services, Maintenance Costs of Off-Site Improvements, and Utilities. The Environmental Oversight Services will not be a Demand Service, but environmental construction oversight services and burrowing owl surveys will be Demand Services. If Tenant desires to hold any special events upon the Premises that would require Landlord to provide a material increase in the normal security and staffing provided by Landlord as part of the Modified ISP Services, then the costs to Landlord to produce such increased staffing and security shall be a Demand Service. Demand Services are furnished by Landlord to Tenant at Landlord's discretion and in accordance with Article 7.

1.36 Demolition Plan. "Demolition Plan" means the demolition plan attached hereto as Exhibit V, which sets forth the buildings, improvements and infrastructure that will need to be demolished by Tenant at its sole cost and expense to prepare the Premises for the construction and development of the Projects set forth in the Conceptual Development Plan.

1.37 Design and Construction Documents. "Design and Construction Documents" means schematic design documents, design development drawings, and construction drawings, specifications, calculations and other materials required to be prepared by licensed professionals and in accordance with Applicable Environmental Policy and Guidance Documents and Applicable Laws as more particularly set forth in Exhibit C.

1.38 Dispute Notice. "Dispute Notice" means a notice of a dispute delivered by either Party to the other Party, which notice describes the nature of the dispute in reasonable detail and invokes the procedure for dispute resolution set forth in section 19.4.

1.39 DTSC. "DTSC" means the California Department of Toxic Substances Control and any successor agency of similar authority, rights, powers, duties, and obligations as previously vested in DTSC.

1.40 Effective Date. "Effective Date" means the effective date specified in the **Basic Lease Information**.

1.41 Effective Gross Income. "Effective Gross Income" means for any period,

[REDACTED]

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1.42 EIS. “EIS” means the 2002 NASA Ames Development Plan Final Programmatic Environmental Impact Statement, which was adopted by the ROD (as defined in section 1.154).

1.43 Eligible Affordable Housing Tenants. “Eligible Affordable Housing Tenants” has the meaning set forth in the Housing Management Plan.

1.44 Entitled Use. “Entitled Use” means the entitled uses specified in the **Basic Lease Information**.

1.45 Environmental Agreements. “Environmental Agreements” means those certain agreements regarding environmental matters in, on or at the Premises, which agreements are listed in Exhibit E-1 attached hereto.

1.46 Environmental Laws. “Environmental Laws” means all Federal, state and local laws, statutes, ordinances, regulations, rules, judicial and administrative orders and decrees, permits, licenses, approvals and authorizations of all Federal, state and local governmental agencies (excluding Landlord), or other governmental authorities applicable to the Project or the Premises pertaining to the protection of human health and safety or the environment, now existing or later adopted during the Term, including, without limitation, CERCLA, RCRA, the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., Hazardous Materials Transportation Act, as amended, 49 U.S.C. 1801, et seq., and all enforceable regulations, orders, decisions, and decrees promulgated concerning any of the foregoing. The term “Environmental Laws” includes NPDs, NPRs, NASA ARC Regulations, and New NASA ARC Regulations that are not otherwise waived pursuant to section 5.4(a), in each case, pertaining to the protection of human health and safety or to the environment.

1.47 Environmental Oversight Services. “Environmental Oversight Services” means the full range of environmental compliance services provided by Landlord that are required to assure that operation of the Premises complies with applicable Environmental Laws, as follows: routine administrative and oversight support; maintaining permits for storm water discharge, industrial wastewater, and coordinating air pollution permits; collecting storm water samples under the

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industrial general permit for storm water for the Property; collecting environmental confirmation samples after a spill event that occurs on the Premises and has the potential to impact or actually impacts the environment; reviewing drinking water samples collected by the Tenant in accordance with Landlord's water supply permit issued by the Division of Drinking Water of the California Water Resources Control Board; reviewing site-specific and building-specific spill response plans; conducting any required PCB quarterly inspections; and preparing any necessary reports. Landlord sampling, analysis and overhead costs are also included.

1.48 Environmental Reports. "Environmental Reports" means those certain reports and studies listed in Exhibit E-2 attached hereto.

1.49 EPA. "EPA" means the United States Environmental Protection Agency and any successor agency of similar authority, rights, powers, duties, and obligations as previously vested in EPA.

1.50 Equity Transaction. "Equity Transaction" means the execution of a definitive agreement, whether in the form of an operating agreement, shareholder agreement, a stock purchase agreement, partnership agreement, or amendment or modification to any of the foregoing or otherwise, pursuant to which definitive agreement one or more new or existing direct or indirect constituent owners of Tenant make binding commitments to directly or indirectly contribute capital funds to Tenant that may be used to pay the costs and expenses of the Projects in exchange for direct or indirect equity interests in the Tenant.

1.51 Event of Default. "Event of Default" means the occurrence of [REDACTED] of the events described in section 14.1 hereunder.

1.52 Excluded Contractor. "Excluded Contractor" means any person or entity debarred or suspended, or declared ineligible by any Government agency or instrumentality or by the Government Accountability Office or otherwise excluded from procurement or non-procurement programs of the United States or any agency or instrumentality thereof or who is specifically listed as an excluded person or entity on the System for Award Management maintained by GSA, or successor compilation of similar information.

1.53 [REDACTED]

1.54 Existing Environmental Conditions. "Existing Environmental Conditions" means: (a) all Hazardous Material on, in, under or about the Property, including Hazardous Material present in the soils or groundwater, prior to the commencement of the Initial Development Term, including but not limited to any impacts that have previously emanated from or hereinafter emanate from the Superfund sites described in this Lease; (b) the matters described in ARTICLE 6, including in the Environmental Reports; (c) the matters described in all information regarding the environmental condition of the Premises and the Property provided to

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Tenant or Tenant's Related Entities by any person or entity (including Landlord) pursuant to the RFP; and (d) the matters described in such other documents or agreements regarding the environmental condition of the Premises and the Property (including agreements among some or all of Landlord, the EPA, the Navy (as defined in section 1.110), the MEW Companies (as defined in section 1.96), the RWQCB (as defined in section 1.154), and other entities and governmental agencies that are involved in the remediation of, or that are responsible to remediate, existing contamination on or about the Property) provided to Tenant or Tenant's Related Entities by any person or entity (including Landlord) prior to the commencement of the Initial Development Term, including the Environmental Agreements.

1.55 Existing Tenant Agreements. "Existing Tenant Agreements" means the leases by and between Landlord and other tenants pertaining to areas in or on the Premises in effect as of the Effective Date and that are listed on Exhibit P attached hereto.

1.56 Expiration Date. "Expiration Date" means the expiration date specified in the **Basic Lease Information**.

1.57 FF&E. "FF&E" means all furniture, fixtures, equipment, appliances, machinery, and apparatus (except to the extent that any of the foregoing are components of Building Systems) attached to and forming a part of the Premises.

1.58 Financial Closing. "Financial Closing" means, with respect to a Phase of Improvements, the occurrence of each and all of the following: (a) the closing of a Financing Transaction secured by a Mortgage pursuant to which the applicable Mortgagee has agreed to lend to Tenant funds that, based on Tenant's pro forma construction budget for such Phase of Improvements approved by such Mortgagee at the time of the closing of such Financing Transaction, are sufficient, when added to all capital derived from any applicable Equity Transaction for the construction of such Phase of Improvements; (b) Tenant or its Affiliate is obligated to the Mortgagee pursuant to the terms of the Mortgage and/or the other transaction documents in connection with such Financing Transaction to cause the applicable general contractor to substantially complete the applicable Phase of Improvements in accordance with its construction contract such that the same are able to be used for their intended purpose on or prior to (i) [REDACTED] with respect to the Initial Housing Phase (or any subphase thereof) and (ii) [REDACTED] with respect to any Subsequent Housing Phase and the Minimum Final Housing Phase, in each case, subject to excusable delays as set forth in the applicable Mortgage and other Financing Transaction documents; and (c) the issuance of payment and performance bonds with respect to the applicable Phase of Improvements naming Landlord as payee, whether individually or in common with the applicable Mortgagee and/or parties to any applicable Equity Transaction.

1.59 Financial Closing Deadline. "Financial Closing Deadline" means (a) with respect to the Initial Housing Phase [REDACTED] and (b) with respect to the Minimum Final Housing Phase [REDACTED]

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1.60



1.61 Financing Transaction. "Financing Transaction" means, with respect to a Subject Property: (a) any direct or indirect, assignment, encumbering, pledging or similar transfer of the estate or interest in, or rights with respect to, this Lease as it pertains to such Subject Property and/or the Improvements thereon to a Mortgagee (as defined in section 1.104) in connection with a Mortgage (as defined in section 1.103), or (b) a sale/leaseback transaction of the leasehold interest to a third-party, a lease financing or a similar transaction that, in each case, does not transfer, or pursuant to which Tenant retains, the right to occupy the buildings and other Improvements constructed, or to be constructed, on that Subject Property.

1.62 Fiscal Year. "Fiscal Year" means the Fiscal Year of the Government, as the same may be established or changed from time to time during the Term. As of the Effective Date, each Fiscal Year begins on October 1 and ends on the immediately following September 30. For purposes of this Lease, the first (1st) Fiscal Year shall begin on the Effective Date and end on the immediately following September 30.

1.63 Force Majeure Delay. "Force Majeure Delay" means any delay in the performance of an obligation required by this Lease resulting from causes beyond Landlord's or Tenant's reasonable control, including, without limitation: acts of God; an act of war (whether declared or not and whether within or involving the United States of America as a belligerent or not); hostilities; invasion; act of foreign enemies, or of public enemies; insurrection; rebellion; riots; terrorist acts; cyberattacks; delays by any governmental or quasi-governmental authority (excluding Landlord) in responding to requests for approval, consents, permits or other matters for which approval or action is required under Applicable Laws; fires; floods; earthquakes; volcanos; tsunamis; cyclones; hurricanes; epidemics; plague; quarantine restrictions; chemical or radioactive contamination or ionizing radiation; strikes; lockouts; labor disputes; freight embargoes; unavailability of equipment, supplies, services, materials or labor; explosion; structural collapse; prolonged disruption to Utilities; electromagnetic pulse or severe solar flares; meteor strike; unknown or unanticipated environmental conditions; severe weather delays; disputes or delays arising from the retrocession of legislative jurisdiction; expropriation or compulsory acquisition of the whole or any part of the Premises or any of Tenant's property; any legal prohibition on Tenant's ability to conduct its business as contemplated by this Lease; or a shutdown of the Government.

1.64 Full Insurable Replacement Value. "Full Insurable Replacement Value" means one hundred percent (100%) of actual costs to perform demolition and debris removal and the repair, replacement, Alterations or Redevelopment of the buildings and other Improvements on the Premises or any part thereof (without deduction for depreciation), and an increased cost of

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construction endorsement, and, in the case of builders' risk insurance, including materials and equipment not in place but in transit to or delivered to the Premises.

1.65 Government. "Government" means the Federal government of the United States of America.

1.66 GSA. "GSA" means the United States General Services Administration.

1.67 Hazardous Material. "Hazardous Material" means any chemical, material or substance now or hereafter defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, extremely hazardous waste, restricted hazardous waste, toxic substances, pollutant or contaminant, imminently hazardous chemical substance or mixture, hazardous air pollutant, toxic pollutant, or words of similar import under any Environmental Laws. The term Hazardous Material shall also include any of the following: any and all toxic or hazardous substances, materials or wastes listed in the U.S. Department of Transportation Table (49 C.F.R. § 172.101) or by the EPA as hazardous substances (40 C.F.R. Part 302) or set forth in California Health and Safety Code § 25260; oil, petroleum, petroleum products (including, without limitation, crude oil or any fraction thereof), natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, not otherwise designated as a hazardous substance under CERCLA; any substance which is listed as toxic, explosive, corrosive, reactive, flammable, infectious or radioactive (including any source, special nuclear or by-product material as defined at 42 U.S.C. § 2011, et seq.), carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated under Environmental Laws; asbestos in any form; urea formaldehyde foam insulation; polychlorinated biphenyls; radon gas; or any other chemical, material or substance (i) which poses an environmental hazard to the Property, to adjacent properties, or to persons on or about the Premises, (ii) which causes the Premises to be in violation of any Environmental Laws, or (iii) the presence of which on or in the Premises requires investigation, reporting or remediation under any Environmental Laws.

1.68 Housing EIMP. "Housing EIMP" means the Environmental Issues Management Plan attached hereto as Exhibit D.

1.69 Housing Management Plan. "Housing Management Plan" means the plan attached hereto as Exhibit G, as such plan may be amended, updated or revised from time to time in accordance with this Lease.

1.70 Housing MIMP. "Housing MIMP" means the Mitigation Implementation and Monitoring Plan attached hereto as Exhibit H.

1.71 Housing Natural Resources Management Plan. "Housing Natural Resources Management Plan" means the housing natural resources management plan attached hereto as Exhibit F as required in the Housing MIMP.

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1.72 Housing Project. "Housing Project" means the Housing Units (as defined in section 1.74) (including the Ancillary Uses) that are anticipated to serve approximately [REDACTED] residents, which Tenant shall design and construct on the Premises.

1.73 Housing TDM Plan. "Housing TDM Plan" means the transportation demand management plan attached hereto as Exhibit I.

1.74 Housing Unit. "Housing Unit" means each of the individual residential units to be designed, constructed, and managed on the Premises by Tenant in accordance with this Lease and the Housing Management Plan.

1.75 HPSR. "HPSR" means that certain historic property survey report prepared by Landlord in November 2013, as such document may be amended or updated from time to time.

1.76 Improvement. "Improvement" means any addition or modification to the Premises that upon completion constitutes real property or fixtures, which includes the existing improvements within the Premises, and all improvements that are or will be constructed by Tenant on, to or within the Premises following the Commencement Date.

1.77 Infrastructure Construction Documents. "Infrastructure Construction Documents" means Design and Construction Documents for the Infrastructure Improvements (as defined in section 1.78).

1.78 Infrastructure Improvements. "Infrastructure Improvements" means the infrastructure serving the Premises and the adjoining parcels that Tenant shall design and construct on the Premises and as more specifically discussed in the Conceptual Development Plan.

1.79 Infrastructure Parcel. "Infrastructure Parcel" means any Parcel that may be created by Tenant's Subdivision Plan (as described in the Construction Provisions) or otherwise (such as, but not limited to, in connection with a Transfer, Redevelopment (if any) or to facilitate the repair or restoration of Improvements following damage or destruction) encompassing streets and such infrastructure as may be typically dedicated to a municipality or owner/tenant association – type organization (including parking structures or facilities, and open space, landscaping and common areas) for a development of the size and scope described in the Conceptual Development Plan and the Utilities Plans.

1.80 Initial Development Term. "Initial Development Term" means the initial development term specified in the **Basic Lease Information**.

1.81 Initial Housing Phase. "Initial Housing Phase" means at least [REDACTED] Housing Units and associated Ancillary Uses designated by Tenant to be constructed on the Initial Housing Phase Parcels together with all necessary Infrastructure Improvements with respect thereto to be

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constructed on the Premises; and all other improvements that are necessary to use and operate such Housing Units as more particularly set forth in the Project Description. Notwithstanding anything to the contrary set forth herein, Tenant shall have the right construct the Initial Housing Phase in subphases including no less than [REDACTED] Housing Units each, which subphases may be subject to separate Financial Closings.

1.82 Initial Housing Phase Parcels. "Initial Housing Phase Parcels" means the parcels identified on Exhibit A-5 as "Initial Housing Phase Parcels" as the same may be modified from time to time by Tenant, prior to an applicable Financial Closing with respect thereto.

1.83 Initial Project. "Initial Project" refers collectively to the Housing Project, the Retail Project (as defined in section 1.149), and any of the other projects described in the Project Description.

1.84 Initial Stipulated Effective Gross Income. "Initial Stipulated Effective Gross Income" means an amount of [REDACTED]

1.85 Initial Term. "Initial Term" means the initial term specified in the **Basic Lease Information**.

1.86 Land Use Controls. "Land Use Controls" means any or all of the following institutional use limitations: (1) those established for UST 57 pursuant to that certain Closure Letter for UST 57, Moffett Field, California (Regional Water Board Case No. 43D9012) from the RWQCB to the Navy, dated July 10, 2003; (2) those established for UST 58 pursuant to that certain Uniform Case Closure Letter, Former UST 58, Former Naval Air Station Moffett Field, Santa Clara County (Regional Water Board Case No. 43D9029) from the RWQCB to the Navy, dated January 16, 2013; (3) those established for U.S. Navy Installation Restoration Program Site 14 South (also referred to as UST 19 and UST 20) in any future closure letters issued by the RWQCB after the Effective Date; and (4) the NASA Ames Land Use Controls for the "Former NAS Moffett Field Area of MEW Regional Plume" and the "Former NAS Moffett Field Area of MEW Regional Plume Vapor Intrusion Study Area" set forth on Table 1 of the Final NASA Ames Land Use Controls Implementation and Monitoring Plan (September 2017).

1.87 Landlord. "Landlord" means the National Aeronautics and Space Administration, an Agency of the United States, acting by and through Ames Research Center located at Moffett Field, California.

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1.88 [REDACTED]

1.89 Landlord Reserved Spaces. "Landlord Reserved Spaces" means the areas set forth on Exhibit J that Landlord has reserved during the Term pursuant to section 2.6 of the Lease.

1.90 Lease. "Lease" means this Enhanced Use Lease by and between Landlord and Tenant, as the same may be amended from time to time in accordance with the terms hereof.

1.91 Lease Year. "Lease Year" means: (a) the first Lease Year shall commence on the Effective Date and shall end on September 30, 2019; and (b) each subsequent Lease Year shall be a full year commencing on October 1 of each year (starting October 1, 2019), and ending on the immediately following September 30, or on the last day of the Term, whichever occurs first.

1.92 Maintenance Cost Review Date. "Maintenance Cost Review Date" means [REDACTED] and every [REDACTED] anniversary thereafter during the Term.

1.93 Maintenance Costs. "Maintenance Costs" means, with respect to each Lease Year or portion thereof, Tenant's proportionate share (relative to Landlord and all other tenants of the Property that utilize or otherwise derive benefits from the Off-Site Improvements) of the costs to maintain the Off-Site Improvements and other improvements and infrastructure that, in each case, serve the Premises as set forth in Exhibit K attached hereto, together with the other categories of expenses itemized on Exhibit K. Exhibit K sets forth the estimated costs for each line item of Maintenance Costs for the Lease Year commencing on [REDACTED]. Maintenance Costs shall be adjusted annually and shall be reviewed and revised as of each Maintenance Cost Review Date during the Term.

1.94 Market Shut-Down Event. [REDACTED]

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[REDACTED]

1.95 Memorandum of Lease. “Memorandum of Lease” means a memorandum of this Lease, in the form attached hereto as Exhibit L, to be executed and acknowledged by the Parties.

1.96 MEW Companies. “MEW Companies” means Intel Corporation, a Delaware corporation, Raytheon Company, a Delaware corporation, and ON Semiconductor Corporation (formerly named Fairchild Semiconductor Corporation), a Delaware corporation, with respect to (a) the MEW ROD (as defined in section 1.98); (b) an Administrative Order for Remedial Design and Remedial Action issued on November 29, 1990 regarding response actions to be performed on the NASA ARC Property; and (c) a Consent Decree in the case styled United States of America v. Intel Corporation and Raytheon Company, C 91 20275 JW (in the United States District Court for the Northern District of California), as amended by the First Amended Consent Decree.

1.97 MEW Coordination Agreement. “MEW Coordination Agreement” means that certain Agreement for Coordination of Construction and MEW Remedial System Modification Work at NASA Research Park, Ames Research Center, Moffett Field, California, a form of which is attached hereto as Exhibit M, which Landlord and Tenant will use their good faith efforts to obtain the MEW Companies’ approval of, and if and once approved by the MEW Companies (or another agreement whose terms are acceptable to the MEW Companies, Tenant and Landlord), will be executed by the MEW Companies, Tenant and Landlord.

1.98 MEW ROD. “MEW ROD” means that certain Record of Decision issued on June 9, 1989, by the EPA for the Middlefield-Ellis-Whisman area of Mountain View California, as modified by the EPA’s Explanations of Significant Differences as described in the MEW Coordination Agreement and the Record of Decision Amendment dated August 16, 2010.

1.99 Minimum Final Housing Phase. “Minimum Final Housing Phase” means (a) a number of Housing Units equal to the balance of (i) [REDACTED] Housing Units minus (ii) the sum of (A) all Housing Units within the Initial Housing Phase plus (B) all Housing Units included in any Subsequent Improvement Phases for which a Financial Closing has occurred, (b) associated Ancillary Uses which Tenant elects to construct on the Minimum Final Housing Phase Parcels, (c) all necessary Infrastructure Improvements with respect thereto to be constructed on the Premises; and (d) all other improvements that are necessary to use and operate such Housing Units as more particularly set forth in the Conceptual Development Plan.

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1.100 Minimum Final Housing Phase Parcels. “Minimal Final Housing Phase Parcels” means the parcels identified on Exhibit A-6 as “Minimum Final Housing Phase Parcels” excluding any Subsequent Improvement Phase Parcels with respect to which a Financial Closing has occurred, as the same may be modified from time to time by Tenant, prior to an applicable Financial Closing with respect thereto.

1.101 Mishap. “Mishap” means a mishap involving Landlord’s personnel or the Property (but excluding the Premises) as prescribed in NPR 8621.1 (NASA Procedural Requirements for Mishap and Close call Reporting, Investigation, and Recordkeeping) that arises from the acts or omissions of Tenant or Tenant’s Related Entities (as defined in section 1.176). A Mishap shall not include an incident that solely involves Tenant’s employees, contractors, equipment, and/or Project, and does not in any manner impact Landlord’s personnel or the Property (excluding the Premises).

1.102 Modified ISP Services. “Modified ISP Services” means institutional shared pool services that are related to the Property as a whole that are provided to or that otherwise benefit the Premises, which comprise: [REDACTED]

1.103 Mortgage. “Mortgage” means a mortgage, deed of trust, a deed to secure debt, pledge or other security instrument, or a “synthetic lease” or other form of “lease financing” transaction, by which Tenant’s leasehold estate under this Lease or an indirect interest therein or an interest in Tenant is mortgaged, encumbered, lien, conveyed, pledged, assigned or otherwise transferred to a Mortgagee to secure a debt or other obligation or otherwise as part of a Financing Transaction.

1.104 Mortgagee. “Mortgagee” means any commercial bank, savings bank, trust company, credit union, insurance company, college, university, real estate investment trust, fund, fund manager, investment advisor, pension fund, or other lender that, in any case, is not described in any of paragraphs (b) through (e) of section 12.3.

1.105 NADP MIMP. “NADP MIMP” means the NASA Ames Development Plan Mitigation Implementation and Monitoring Plan adopted pursuant to the ROD.

1.106 NADP TDM Plan. “NADP TDM Plan” means that certain draft report entitled “NASA Research Park and Bay View Transportation Demand Management Plan,” dated July 2002 (prepared by Nelson/Nygaard Consulting Associates), which is a portion of Appendix B to the EIS.

1.107 NASA. “NASA” means the National Aeronautics and Space Administration, an Agency of the United States.

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1.108 NASA ARC. "NASA ARC" means the National Aeronautics and Space Administration, Ames Research Center located at Moffett Field, California.

1.109 NASA ARC Regulations. "NASA ARC Regulations" means all APDs, APRs, procedures and guidelines, and standards promulgated by NASA ARC from time to time in the course of Landlord's general administration of, and having application to the entirety of, both the Premises and the Property, now existing or later adopted during the Term, insofar as any apply to or are required by, the development, condition, management, operation, use or occupancy of the Premises or the Improvements.

1.110 Navy. "Navy" means the United States Department of the Navy and any successor agency of similar authority, rights, powers, duties, and obligations as previously vested therein.

1.111 Navy Memorandum of Understanding. "Navy Memorandum of Understanding" means that certain Memorandum of Understanding Between the Department of the Navy and the National Aeronautics and Space Administration Regarding Moffett Field, California, dated December 22, 1992; and a Federal Facility Agreement Section 120 of CERCLA, among the EPA, the California Department of Health Services, the California Regional Water Quality Control Board, and the Department of the Navy, dated August 8, 1989.

1.112 NEPA. "NEPA" means the National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.).

1.113 NHPA. "NHPA" means the National Historic Preservation Act of 1966, as amended (54 U.S.C. § 100101 et seq.).

1.114 NPD. "NPD" means an NASA Policy Directive, as may be amended or supplemented from time to time.

1.115 NPR. "NPR" means an NASA Procedural Requirement, as may be amended or supplemented from time to time.

1.116 NRP Design Review Board. "NRP Design Review Board" means the NASA Research Park Design Review Board established by APD 8822.1.

1.117 Off-Site Improvements. "Off-Site Improvements" means the Street Improvements and all other improvements that will be designed and constructed by Tenant for the purposes of serving the Premises or for Tenant to realize the full value of the Premises (as contemplated in section 1.18), which are depicted on Exhibit R to the extent such improvements are located outside of the Premises.

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1.118



1.119 Parcel. "Parcel" means each subdivided parcel of land within the Premises, if any, including any future subdivision.

1.120 Park and Recreation Improvements. "Park and Recreation Improvements" means those certain park and recreation improvements and other open space improvements, to be designed and constructed by Tenant on the Premises as further described in Conceptual Development Plan.

1.121 Parking Ratio. "Parking Ratio" means, as applicable, the ratio of parking spaces per dwelling unit or per applicable unit of Retail Space on the Premises (or any applicable portion thereof) as more specifically discussed in the Housing TDM Plan.

1.122 Partial Taking. "Partial Taking" means a Taking (as defined in section 1.170) that is not a Total Taking (as defined in section 1.178) or a Temporary Taking (as defined in section 1.173), and includes a Taking described in clause (b) of section 1.178 as to which Landlord fails to receive timely the notice described in that clause (b).

1.123 Party. "Party" means each of Landlord and Tenant, and their respective successors and assigns permitted under this Lease.

1.124 Permitted Activities. "Permitted Activities" means the lawful activities of Tenant, any of its subtenants or licensees or other occupants, any invitee or guest of any of the foregoing, or any of Tenant's Related Entities, that are part of the ordinary course of any of their respective businesses in accordance with the Permitted Use specified in the **Basic Lease Information**.

1.125 Permitted Materials. "Permitted Materials" means the materials handled by Tenant, any of its subtenants or licensees or other occupants, any invitee or guest of any of the foregoing, or any of Tenant's Related Entities in the ordinary course of conducting Permitted Activities.

1.126 Permitted Use. "Permitted Use" means each of the permitted uses of the Premises set forth in the **Basic Lease Information**.

1.127 Personal Property. "Personal Property" means all furniture, fixtures, equipment, appliances and apparatus placed in the buildings and other improvements or elsewhere on the

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Premises by Tenant and that neither are incorporated into nor form an integrated part of the buildings and other improvements on the Premises.

1.128 Phase of Improvements. "Phase of Improvements" means any one (1) or more of the Initial Housing Phase (or any subphase thereof), any Subsequent Improvement Phase(s) (or subphase thereof) and the Minimum Final Housing Phase (or any subphase thereof).

1.129 Plans in Progress. "Plans in Progress" means any Design and Construction Documents or any Infrastructure Construction Documents that have been formally submitted to Landlord for permit approval.

1.130 Points of Connection. "Points of Connection" means the points of connection of Utilities identified on each of the Utility Plans attached hereto as Exhibit O-1 through Exhibit O-7, as the same may be revised from time to time by the mutual agreement of the Parties.

1.131 Post-Construction Assignment. "Post-Construction Assignment" means a direct or indirect, voluntary, involuntary or by operation of law, sale, assignment, encumbering, pledge or other transfer of the estate or interest in, or rights with respect to, this Lease (other than as part of a Financing Transaction or an Equity Transaction) to any person or entity (other than an Affiliate) with respect to a Subject Property after the portion of the Initial Project to be constructed on such Subject Property has been completed to an extent sufficient for the issuance of temporary or permanent certificates of occupancy of the principal elements thereof, including any Transfer of Ownership occurring after such completion. Post- Construction Assignment shall not include the subletting of any portion of the Premises as permitted by this Lease.

1.132 Pre-Construction Assignment. "Pre-Construction Assignment" means a direct or indirect, voluntary, involuntary or by operation of law, sale, assignment, encumbering, pledge or other transfer of the estate or interest in, or rights with respect to, this Lease (other than as part of a Financing Transaction or an Equity Transaction) to any person or entity (other than an Affiliate) with respect to a Subject Property before the Commencement of Construction of the portion of the Initial Project to be constructed on such Subject Property has occurred, including any Transfer of Ownership occurring before such Commencement of Construction. Pre-Construction Assignment shall not include the subletting of any portion of the Premises as permitted by this Lease.

1.133 Premises. "Premises" means the premises described in the **Basic Lease Information**.

1.134 Product Data. "Product Data" means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by any contractor or subcontractor to illustrate a material, product or system for any portion of the work described in the Design and Construction Documents for all Improvements and Off – Site Improvements.

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1.135 Project. "Project" means each of the Initial Projects and any other projects Tenant may develop and construct on the Premises, such as improvements, buildings, facilities, horizontal infrastructure and underground improvements.

1.136 Project Description. "Project Description" means Tenant's project description for the Initial Projects attached hereto as Exhibit B-1.

1.137 Project Schedule. "Project Schedule" means each of the schedules, collectively attached to the Conceptual Development Plan, with respect to the design and construction of each of the Initial Projects, as modified by Tenant from time to time based on Tenant's reasonable business judgment, and subject to Tenant's obligations to complete a Financial Closing for each Phase of Improvement by the Financial Closing Deadline.

1.138 Property. "Property" means the property described in the **Basic Lease Information**.

1.139 Qualified Appraiser. "Qualified Appraiser" means an appraiser designated as a Member, Appraisal Institute, licensed in the State of California, with at least [REDACTED] full – time experience in Silicon Valley appraising environmentally-contaminated properties and large-scale residential properties.

1.140 Qualified Leasing Management Company. "Qualified Leasing Management Company" means [REDACTED] or any replacement management company selected by Tenant in its business judgment that possesses at least [REDACTED] experience in managing and operating large-scale, high-density residential rental developments in the State of California and is not an Excluded Contractor.

1.141 Quitclaim Deed. "Quitclaim Deed" means a quitclaim deed, signed by Tenant and acknowledged, in a recordable form reasonably requested by Landlord, remising, releasing and quitclaiming to Landlord all of Tenant's right, title and interest in and to a portion of the Premises (or to one (1) or more of the Parcels, if applicable).

1.142 RAB. "RAB" means the Former Naval Air Station Moffett Field Restoration Advisory Board.

1.143 RCRA. "RCRA" means the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.)

1.144 Reconveyance. "Reconveyance" means a request for full reconveyance of the lien of each Mortgage, executed by the applicable Mortgagee and acknowledged, in a form reasonably requested by Landlord, releasing a portion of the Premises (or one (1) or more of the Parcels, if applicable) and all other collateral related thereto from the lien of such Mortgage.

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1.145 Redevelopment. "Redevelopment" means all construction of improvements, buildings or other structures on the Premises or any Parcel (excluding all Alterations) occurring after the completion of the Improvements initially constructed thereon.

1.146 Rent. "Rent" means any Base Rent, Additional Rent, or other amounts of money and charges payable in accordance with this Lease.

1.147 Required Core Space. "Required Core Space" means all core and interior spaces of the Housing Project that are necessary to support such Housing Units, including, without limitation, corridors, entrances, public restrooms, mail rooms, package areas, lobby areas, concierge desks, property management storage areas, elevators and elevators lobbies, loading docks, trash areas, stairwells, mechanical, electrical or telecommunication rooms, and other non-residential spaces necessary to support the Housing Units.

1.148 Retail Management Plan. "Retail Management Plan" means the retail management plan attached hereto as Exhibit Q, as such plan may be amended, updated or revised from time to time.

1.149 Retail Project. "Retail Project" means up to [REDACTED] of Retail Space to be designed and constructed on the Premises by Tenant.

1.150 Retail Space. "Retail Space" means each of the individual retail spaces to be designed, constructed, and managed on the Premises by Tenant in accordance with this Lease and the Retail Management Plan.

1.151 Retail Uses. "Retail Uses" means those categories and types of retail uses that Tenant reasonably determines to be appropriate for a mixed-use housing development of the type contemplated by the Conceptual Development Plan other than those expressly prohibited by the Retail Management Plan.

1.152 Retrocession Date. "Retrocession Date" the date in which the California State Lands Commission has recorded any orders and/or resolutions, which provide that the State of California has consented to Landlord's request to accept retrocession from exclusive legislative jurisdiction to concurrent legislative jurisdiction for the Premises.

1.153 RFP. "RFP" means that certain Request for Proposals for a Housing Development Opportunity within NASA ARC, dated as of October 18, 2017, as amended.

1.154 ROD. "ROD" means the Record of Decision signed by Landlord in November 2002 and attached hereto as Exhibit E-4, which adopted Mitigated Alternative 5 in the EIS and the mitigation measures set forth in the NADP MIMP.

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1.155 RWQCB. "RWQCB" means the Regional Water Quality Control Board and any successor agency of similar authority, rights, powers, duties, and obligations as previously vested in the RWQCB.

1.156 Samples. "Samples" means physical examples of the materials to be supplied in connection with any portion of the work described in the Design and Construction Documents.

1.157 SCVWD. "SCVWD" means the Santa Clara Valley Water District and any successor agency of similar authority, rights, powers, duties, and obligations as previously vested therein.

1.158 Section 106. "Section 106" means Section 106 of the NHPA (as defined in section 1.113).

1.159 Shop Drawings. "Shop Drawings" means drawings, diagrams, schedules and other data specifically prepared by any contractor and subcontractor, manufacturer, supplier or distributor for any portion of the work described in the Design and Construction Documents or the Infrastructure Construction Documents to illustrate some portion of such work.

1.160 SHPO. "SHPO" means the California State Historic Preservation Officer of the Office of Historic Preservation and any successor agency of similar authority, rights, powers, duties, and obligations as previously vested therein.

1.161 Square Feet. "Square Feet" (or "Square Foot") means a calculation of gross square feet (or a gross square footage) as determined by the Standard Method for Measuring Floor Area in Office Buildings published by the Building Owners and Managers Association International in effect as of the Commencement Date.

1.162 Street Improvements. "Street Improvements" means those street and roadway improvements (including curb and gutter, sidewalk, median, landscaping, street lights, other improvements associated with such streets and roadways, and underground Utilities) described and shown on Exhibit R-1 that are to be constructed and installed by Tenant.

1.163 Subject Property. "Subject Property" means, with respect to Pre-Construction Assignment, Post-Construction Assignment, Equity Transaction or Financing Transaction, the portion of the Premises (or, if applicable, one (1) or more of the Parcels comprising the Premises) which is the subject thereof.

1.164 Sublease of Space. "Sublease of Space" means any direct or indirect, voluntary, involuntary or by operation of law lease, sublease or other right to use and occupy space, granted to any person or entity other than an Affiliate, in any buildings or other improvements by Tenant.

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1.165 Sublease Rents. "Sublease Rents" means all rents (including additional rents of any kind and percentage rents), rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Sublease of Space in a bankruptcy or insolvency action) or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other payments and consideration of whatever form or nature received by or paid to or for the account of or benefit of Tenant or any of its agents or employees from any and all sources arising from or attributable to the Premises (or applicable portion thereof), including charges for utilities, license fees, maintenance fees, charges for property taxes, operating expenses or other amounts payable to Tenant (or for the account of Tenant), revenues from telephone services, vending, and all receivables, customer obligations now existing or hereafter arising or created out of the sublease, license, concession or other grant of the right of the use and occupancy of the Premises (or applicable portion thereof) or rendering of services by Tenant, or any of its agents or employees and proceeds, if any, from business interruption or other loss of income insurance.

1.166 Subsequent Improvement Phase. "Subsequent Improvement Phase" means a Phase of Improvements that includes: no less than [REDACTED] Housing Units, associated Ancillary Uses, all or a portion of any Entitled Retail Space, and all necessary Infrastructure Improvements with respect thereto that are to be constructed on the Premises as determined by Tenant, which follows the construction of the Initial Housing Phase.

1.167 Subsequent Improvement Phase Parcels. "Subsequent Improvement Phase Parcels" means any of the parcels identified on Exhibit A-6 as "Minimum Final Housing Phase Parcels," as the same may be modified from time to time by Tenant, and designated by Tenant for the development of a Subsequent Improvement Phase with respect to which a Financial Closing has occurred.

1.168 Support Agreement. "Support Agreement" means Landlord's form, prepared for each Government Fiscal Year, setting forth the amounts that are estimated to be due and owing from Tenant as Rent under this Lease during that Fiscal Year. The current form of Support Agreement is attached hereto as Exhibit S, and sets forth the estimated Rent due during the first Lease Year.

1.169 Switchgear C. "Switchgear C" means the switchgear commonly referred to as building 590 as shown on Exhibit J and all ancillary equipment and lines located on the Premises that is part of Landlord's electrical system that serves the Property.

1.170 Taking. "Taking" means the acquisition of all or part of the Premises for a public use by exercise of the power of eminent domain or voluntary conveyance in lieu thereof, and a Taking shall be considered to occur as of the earlier of the date on which possession of the Premises (or part so taken) by the entity exercising the power of eminent domain is authorized as

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stated in an order for possession or the date on which title to the Premises (or part so taken) vests in the entity exercising the power of eminent domain.

1.171 Technical Submittal. "Technical Submittal" means Product Data, calculations, analyses, Shop Drawings or Samples submitted to Landlord so that Landlord may verify that the proposed materials or equipment correctly meet the intent of the approved project design.

1.172 Temporary Construction License. "Temporary Construction License" means a license to be executed by Landlord and Tenant from time to time pursuant to the Construction Provisions, each of which shall be in the form attached as Exhibit T.

1.173 Temporary Taking. "Temporary Taking" means a Taking for a temporary period during the Term.

1.174 Tenant. "Tenant" means Mountain View Housing Ventures LLC, a California limited liability company, and its permitted successors and assigns pursuant to this Lease.

1.175 Tenants' Association. "Tenants' Association" means, one (1) or more entities established by Landlord and/or other entities that have leased premises at the Property to maintain and insure some or all of the common areas of the Property not lying within the Premises for the benefit of the tenants and other users and occupants of the Property other than the Premises, or, should a Tenants' Association not be formed, another entity that undertakes responsibility for the maintenance and insurance of some or all of the common areas of the Property not lying within the Premises for the benefit of the tenants and other users and occupants of the Property.

1.176 Tenant's Related Entities. "Tenant's Related Entities" means: (a) Tenant; (b) all contractors and consultants of Tenant; and (c) the employees, agents and representatives of any person or entity described in clauses (a) or (b) of this section.

1.177 Term. "Term" means collectively the Transition Term, the Initial Development Term, and the Initial Term.

1.178 Total Taking. "Total Taking" means either: (a) a Taking of all of the Premises, or (b) a Taking of such a substantial portion of the Premises that, in Tenant's reasonable judgment, the remaining portion of the Premises (after repair of the remaining portion of the buildings and other Improvements) would be unsuitable, inadequate or impractical for Tenant's use under this Lease. Tenant shall deliver to Landlord written notice of Tenant's determination pursuant to clause (b) above within [REDACTED] calendar days after a Taking occurs (as described in section 1.170). Landlord's failure to receive such notice within that [REDACTED] calendar day period shall be conclusively deemed Tenant's determination that the Taking is a Partial Taking.

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1.179 Transfer. "Transfer" means any Pre-Construction Assignment, Post-Construction Assignment, Financing Transaction, Assignment or Sublease of Space, as the context may require.

1.180 Transfer of Ownership. "Transfer of Ownership" means: (a) with respect to Tenant, any sale or other transfer of the direct voting stock of Tenant or of the direct membership interests in Tenant to any entity that is not an Affiliate; and (b) with respect to any permitted assignee or sublessee, any sale or other transfer (whether in a single transaction or in a series of related transactions, and whether directly or by sales or transfers of underlying partnership, limited liability company, or corporate ownership interests), including by consolidation, merger or reorganization, of a controlling interest in such entity. Notwithstanding the foregoing, the following transactions shall not be Transfers of Ownership: (i) a sale or transfer of partnership interests between partners in a partnership, or of membership interests between members of a limited liability company, or of voting or non-voting stock between shareholders of a corporation; (ii) transfers of partnership interests, membership interests or voting or non-voting stock resulting from the death of a partner, member or shareholder; (iii) transfers of partnership interests, membership interests or voting stock to trusts or similar legal vehicle established for the benefit of the transferor or his or her spouse, ex-spouse and/or descendants; (iv) the sale or transfer of any partnership interest, membership interest or voting or non-voting stock that is publicly traded on a widely recognized, national exchange (whether pursuant to any consolidation, merger, reorganization or otherwise); (v) any transfer of partnership interest, membership interests or voting or non-voting stock that is part of a Financing Transaction or Equity Transaction; (vi) a sale or transfer of partnership interests in a partnership, membership interests in a limited liability company, or voting or non-voting stock of a corporation between and among Affiliates; or (vii) any transfer of partnership interests, membership interests or voting or non-voting stock that is part of an Equity Transaction, provided that in connection with such transfer the original owners thereof retain day-to-day control.

1.181 Transition Term. "Transition Term" means the date specified in the **Basic Lease Information**.

1.182 Transportation Management Association. "Transportation Management Association" means one (1) or more entities established by Landlord and/or other entities that have leased premises at the Property to implement some or all of the NADP TDM Plan, or, should a Transportation Management Association not be formed, another entity that undertakes responsibility to implement some or all of the NADP TDM Plan for the benefit of the tenants and other users and occupants of the Property.

1.183 UST. "UST" means each of the four underground storage tanks that are individually identified and designated as "UST 19", "UST 20", "UST 57" and "UST 58".

1.184 Utility. "Utility" means any of water services (including domestic water, steam and vacuum line and chilled water services), reclaimed water services, storm water services,

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sanitary sewer services, vacuum line services, electricity and other power services, cable television services, natural gas services, telecommunications and data communications services, and such other utilities and associated improvements as may be typically necessary for the development or use of the Premises and the buildings and other improvements.

1.185 Utility Plan. "Utility Plan" means each utility plan attached to this Lease as Exhibit O-1 through Exhibit O-7 that address how the following utilities: (1) electricity, (2) domestic water, (3) natural gas, (4) sanitary sewer, (5) storm water, (6) telecommunications and data services; and (7) reclaimed water will be provided, improved, owned and operated on and for the Premises, as such plan may be amended or updated from time to time.

1.186 Utility Transition Date. "Utility Transition Date" shall have the meaning set forth in each of the Utility Plans.

1.187 Value of the Site. "Value of the Site" means

[REDACTED]

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ARTICLE 2
Premises

2.1 Lease of Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the Term and subject to the reservations of rights and covenants set forth in this Lease, the Premises located at the Property. The Premises are described and outlined on the diagrams collectively attached hereto as Exhibit A-1 and Exhibit A-2. Landlord and Tenant agree that, for purposes of this Lease, the Premises contain the number of acres of gross land area specified in the **Basic Lease Information**. Upon the Commencement Date, Tenant may elect to record the Memorandum of Lease in the Official Records of Santa Clara County, California, and Tenant shall pay all costs, fees and expenses (including recording fees and transfer taxes) in connection therewith.

2.2 Common Areas. During the Term, Tenant shall have the non-exclusive right, in common with other tenants and users of the Property, to use only for their intended purposes the common areas (such as driveways, sidewalks, parking areas, loading areas and access roads) in the Property but lying outside the Premises that are designated by Landlord as common areas and not leased to or allocated for the exclusive use of another tenant or user of the Property. Landlord shall have the right from time to time to change the size, location, configuration, character or use of any such common areas, construct additional Improvements or facilities in any such common areas, or close any such common areas so long as any such action does not materially adversely affect Tenant's use of or access to the Premises. Tenant shall not interfere with the rights of Landlord and other tenants or users of the Property to use such common areas. Landlord, upon request by Tenant, will work with Tenant to relocate, expand or improve the pedestrian and/or vehicular access provided to the Premises through such common areas, provided the applicable work would be performed by Tenant at Tenant's sole cost and expense and any support required from Landlord be reimbursed by Tenant as a Demand Service.

2.3 Landlord's Easement Rights.

(a)

[REDACTED]

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(i)

(ii)

(iii)

(iv)

(v)

(vi)

2.4 Landlord's Grant of Other Rights. In connection with Tenant's use and operation of the Premises, Landlord agrees to grant to Tenant or to third parties providing Utilities such non-exclusive easements, permits, licenses or rights-of-way over, under, in and across portions of the Property outside of the boundaries of the Premises as are reasonably necessary to provide Utilities to the Premises or to use, operate, maintain, repair or replace the same.

In addition, with respect to easements required by

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Tenant, such easements shall be granted by Landlord for consideration as required under 40 U.S.C. § 1314 and with the termination rights set forth in 14 C.F.R. § 1204.503(f)(3)(i)(B) and (D). Landlord shall work with Tenant to grant to third-parties, any easements, licenses or rights-of-way over the Premises for Utilities or such other purposes as Tenant deems necessary in connection with the use and development of the Premises. Landlord shall execute any written acknowledgements, consents or other documents that are reasonably necessary to give effect to such easements, licenses or rights-of-way over the Premises.

2.5 Landlord's Rights during the Transition Term.

(a)

[REDACTED]

(b)

[REDACTED]

2.6 Landlord's Reservation of Rights during Term.

(a) Landlord's grant to Tenant of the leasehold estate under this Lease is subject to Landlord's reservation of the right to use, own, operate, inspect, maintain, repair, renovate and replace the buildings, equipment, fixtures, facilities, Utilities and other improvements located on or near the Premises, as set forth in Exhibit J (collectively, "Landlord Reserved Spaces") as of the Commencement Date, together with the right to enter the Premises for the foregoing purposes, and Tenant hereby consents thereto; provided that any such entry, shall be made upon not less than [REDACTED] prior written notice in a non-emergency situation, and shall be undertaken so as to cause as little interference to Tenant as practicable and shall be subject to

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Tenant's coordination and oversight requirements. Notwithstanding the foregoing, if such entry is required for emergency or security purposes and such prior notice is not possible, then no prior notice shall be required and such entry may occur at any time and shall not be subject to Tenant's coordination and oversight requirements; provided that Landlord shall remain obligated to cause as little interference to Tenant as practicable in connection with such entry. The Parties agree that Landlord's Utility systems and the related infrastructure, including Switchgear C, shall remain on the Premises unless and until Tenant elects to relocate the Utility systems and the related infrastructure and/or construct a replacement for Switchgear C in location(s) lying outside the Premises selected by Landlord in Landlord's reasonable discretion, and such replacement is determined to be operational, all in accordance with the Utility Plans and section 1.08 of the Construction Provisions. Landlord Reserved Spaces shall not be included in the definition of the Premises except as set forth herein. Notwithstanding anything to the contrary herein, from and after the conveyance of title to such replacement, the applicable original Utility systems, related infrastructure and/or Switchgear C may be removed from the Premises by Tenants and the associated portions of the Landlord Reserved Spaces shall no longer be deemed Landlord Reserved Spaces for the purposes of this Lease and thereafter will be included in the definition of the Premises.

(b) This Lease is subject to the terms and conditions of all existing easements, permits, licenses and other matters affecting title to the Premises or the use and operation of the Premises that, in each case, are of record as of the Commencement Date.

(c) Landlord hereby reserves the right for Landlord and its other tenants, users and occupants of the Property to use the roadways and adjacent sidewalks on the Premises, subject to any reasonable rules and regulations established by Tenant from time to time with respect thereto that do not violate the requirements of the Housing TDM Plan; provided that Tenant shall have the continuing right to temporarily or permanently modify, restrict, or prohibit access to all or any portion of the sidewalks from time to time and to temporarily modify, restrict, or prohibit access to all or any portion of the roadways from time to time in a manner consistent with the Housing TDM Plan, in connection with its use, operation, construction, maintenance, and enjoyment of the Premises, subject to the notice requirements set forth in the Construction Provisions, to the extent the same are applicable.

(d) Landlord hereby reserves the right for Landlord's employees, agents and security personnel to enter the Premises, including the buildings and improvements thereon, at all times, without escort, for purposes of carrying out Landlord's authorized security or other protective services responsibilities, Landlord's authorized construction permitting or inspection responsibilities, and Landlord's Modified ISP Services or Demand Services responsibilities.

(e) Until the expiration of the Transition Term, this Lease is subject to the terms and conditions of the CANG Agreements. Tenant hereby acknowledges receipt of the CANG Agreements, and acknowledges the CANG Agreements grants CANG the right to use the portion of the Premises identified as "Temporary Use Areas" or "TUAs" in the CANG Agreements.

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Landlord reserves on behalf of the CANG to continue the CANG's occupancy of the CANG Permitted Area as shown on Exhibit P-1 pursuant to the CANG Agreements until the expiration of the Transition Term. Landlord and CANG have agreed that CANG, subject to the availability of appropriated funds, will relocate into its permitted premises and vacate and surrender the CANG Permitted Area on or before the expiration of the Transition Term.

2.7 Tenants' Associations. Tenant acknowledges that Landlord may convey an interest in some or all of the common areas of the Property lying outside the Premises to one (1) or more Tenants' Associations, or that Landlord may transfer to one (1) or more Tenants' Associations, and the same shall assume, the obligations to perform applicable services with respect to common areas of the Property lying outside the Premises. In any such event, if and to the extent necessary to give effect to such conveyance or transfer, Tenant shall execute, acknowledge as appropriate, and deliver to Landlord (promptly following Landlord's written request) such documents, instruments and agreements as Landlord may reasonably require and Tenant shall reasonably approve. Notwithstanding the foregoing, Tenant shall have no obligation to execute and deliver any such document, instrument or agreement if the same would increase Tenant's monetary or other material obligations, or Tenant's business or economic risk or reduce Tenant's rights under this Lease. Tenant may, at its option, become a member of any Tenants' Association. In no event shall Landlord have the right to transfer its obligations to perform any Modified ISP Services to any Tenants' Association without Tenant's consent, in its sole and absolute discretion.

2.8 Transportation Management Associations. With respect to each Transportation Management Association created that implements some or all of the NADP TDM Plan which affects or impacts Tenant or the Premises (or any portion thereof), if and to the extent necessary to such implementation, Tenant shall execute, acknowledge as appropriate, and deliver to Landlord (promptly following Landlord's written request) such documents, instruments and agreements as Landlord may reasonably require and Tenant shall reasonably approve. Tenant may, at its option, become a member of any Transportation Management Association. Upon Landlord's request, Tenant shall provide to Landlord the number of residents and employees living and working on the Premises and any relevant information that may be necessary for Landlord to perform traffic analyses of the Property.

2.9 Housing Management Plan. As further detailed in the Housing Management Plan attached hereto as Exhibit G, Tenant is required to reserve [REDACTED] of the Housing Units as Affordable Housing Units. The Affordable Housing Units shall be made available at rates affordable to [REDACTED] of Area Median Income households, as adjusted for household size, in accordance the procedures set forth in the Housing Management Plan. Such procedures include, without limitation, Tenant's obligation to maintain a housing preference system with respect to the market rate Housing Units and the Affordable Housing Units that conforms to and is compliant with the Housing MIMP. Notwithstanding the foregoing, should Tenant enter into a Post-Construction Assignment of the Housing Units pursuant to section 12.3, the housing preference system shall not apply to the Housing Units that are assigned. Tenant shall retain a

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Qualified Leasing Management Company to operate the Housing Project in accordance with the Housing Management Plan. The Housing Management Plan may be amended from time to time by written mutual agreement of both Parties. Any updates or amendments to the Housing Management Plan shall comply with the requirements of this section, Applicable Laws and any other applicable requirements of this Lease.

2.10 Retail Management Plan. Landlord and Tenant have approved the Retail Management Plan attached hereto as Exhibit Q. The Retail Management Plan sets forth the prohibited Retail Uses and prohibited Subtenants under this Lease. Tenant shall be permitted to lease Retail Space for any other Retail Uses. The Retail Management Plan may be amended from time to time by written mutual agreement of both Parties.

ARTICLE 3

Term

3.1 Transition Term.

(a) The Transition Term of this Lease shall commence on the Effective Date and, unless sooner terminated as specifically provided in this Lease, shall end on the date that is [REDACTED] after the Effective Date. Notwithstanding the foregoing, prior to the Effective Date, Landlord shall have the right to terminate this Lease in its sole discretion, for any reason or no reason whatsoever. In the event Landlord elects to terminate this Lease prior to the Effective Date, Landlord shall notify Tenant of its intent to terminate this Lease, and upon such notification, this Lease shall terminate immediately and this Lease will no longer be in force or effect. [REDACTED]

(b) [REDACTED]

(c) Tenant's obligation to accept the Premises upon the expiration of the Transition Term and to perform its obligations under this Lease during the Initial Development Term and

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the Initial Term are subject to the satisfaction, prior to the expiration of the Transition Term, of each and all of the following conditions precedent (the "Conditions Precedent"):

(i)

[REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

(iv)

[REDACTED]

(v)

[REDACTED]

(vi)

[REDACTED]

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(vii)

[REDACTED]

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

3.2 Initial Development Term.

(a) Unless this Lease is terminated in accordance with section 3.1(a), 3.1(b) or 3.1(d), Landlord grants to Tenant a leasehold estate in and to the Premises upon the first day of the Initial Development Term, which shall be the Commencement Date. Tenant acknowledges that, in such event, prior to accepting delivery of the Premises, Tenant will have had adequate time to inspect the Premises or have the Premises inspected by professional consultants retained by Tenant; and, subject to the terms of this Lease, the condition of the Premises for the purposes of

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the Projects, will be acceptable to Tenant. Except for Existing Environmental Conditions and except for other matters specifically identified in this Lease as remaining the responsibility of others, unless Tenant terminates this Lease in accordance with section 3.1(b) or 3.1(d), Tenant shall accept the Premises in its "AS IS" condition, with all faults, without any covenant, representation or warranty of any kind or nature whatsoever (including with respect to the condition of title to the Premises, or the suitability of the Premises or any Utility systems serving the Premises for Tenant's purposes) except for the express representations and warranties of Landlord made in this Lease, and Tenant is relying solely on its own investigation of the Premises and such express representations and warranties of Landlord. Except as expressly set forth in this Lease, Tenant agrees that Landlord has made no representations or warranties concerning such conditions, state of repair and use, nor any agreement or promise to alter, improve, adapt, repair or keep in repair the same, or any portion thereof. Tenant further agrees that except as expressly set forth in this Lease, Landlord has made no representations or warranties concerning any due diligence materials, reports, reviews, studies, analyses and other such similar documentation Landlord has made available to Tenant, including all information and findings contained therein. Except as expressly set forth in this Lease, Landlord shall have no obligation to construct or install any improvements on or about the Premises or to remodel, renovate, recondition, alter or improve the Premises in any manner, except for the Landlord Reserved Spaces.

3.3 Initial Term.

(a) The Initial Term of this Lease shall commence immediately following the Initial Development Term and, unless sooner terminated as specifically provided in this Lease, shall end on the Expiration Date.

3.4 No Holdover. It is expressly agreed and understood by both Landlord and Tenant that Tenant is obligated to surrender possession of the Premises to Landlord upon the expiration of the Term or earlier termination of this Lease, and Tenant shall have no right to holdover in possession of the Premises thereafter.

3.5 Surrender of the Premises.

(a) Upon expiration of the Term, or any earlier termination of this Lease, Tenant shall remove all Personal Property, shall comply with the provisions of sections 5.2(e)(vii) and 5.2(e)(viii), and surrender the Premises, free and clear of all liens, encumbrances or exceptions to title other than the exceptions to title as of the Commencement Date and such other exceptions to title created or approved by Landlord (or permitted without Landlord's approval) during the Term. Except as provided in section 15.2, Tenant shall not remove from the Premises any buildings, Infrastructure Improvements, or other Improvements that exist on the Premises immediately prior to the expiration of the Term or earlier termination of this Lease, unless mutually agreed to by the Parties. The buildings and other Improvements on the Premises shall be surrendered in their then "as is" condition as of the expiration of the Term; provided,

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however, Tenant shall be obligated to repair or restore any damage or destruction, or to restore the Improvements in connection with a Taking, as may be required by the provisions of ARTICLE 16 or ARTICLE 17, respectively. Tenant shall promptly deliver Tenant's then – current book value of the Improvements, all Alterations, and all other improvements to the Premises made by Tenant to permit Landlord to properly manage the Premises and the Improvements.

(b)

[REDACTED]

(c)

[REDACTED]

(d) The provisions of this section 3.5 shall survive any termination of this Lease.

3.6 Documentation upon Termination or Partial Termination. If this Lease terminates, in whole or in part,

[REDACTED]

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[REDACTED]
Landlord shall execute and acknowledge (as appropriate) such of the foregoing documents as require Landlord's execution thereof, and deliver the same to Tenant. In addition, the Parties shall enter into such other documents as may reasonably be required, including in the case of a partial termination, such amendment or restatement of this Lease with respect to the portion of the Premises as to which this Lease shall remain in effect as well as such additional documents as may be necessary pursuant to section 5.8. Tenant shall pay all costs and expenses (including transfer taxes, if any, and recording fees) to record such documents in the Official Records of Santa Clara County, California.

ARTICLE 4
Rent

4.1 Base Rent.

(a) Beginning on the Effective Date and continuing throughout the Transition Term, Tenant shall pay the annual Base Rent to Landlord, if any, as specified in the **Basic Lease Information**.

(b) Commencing upon the Commencement Date and continuing until the end of the Initial Development Term, Tenant shall pay to Landlord the annual Base Rent specified in the **Basic Lease Information**.

(c) During the first year of the Initial Term and each Lease Year of the Initial Term thereafter, subject to the remaining provisions of this section 4.1(c), the Base Rent for the Premises or the applicable portion thereof for such Lease Year shall be equal to [REDACTED]

[REDACTED]
Notwithstanding the foregoing, if Tenant enters into an Assignment in accordance with the terms and conditions hereof with a party that is not an Affiliate, then the Base Rent for the Parcels that are the subject of such Assignment shall be equal to [REDACTED]

(d) Initial Value of the Site.

(i) For the purposes of the preceding section 4.1(c), the Initial Value of the Site shall be determined in accordance with this section 4.1(d). The Initial Value of the Site has

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been mutually agreed to by the Parties to be [REDACTED]

(ii) Appraisal Process. [REDACTED]

(e) [REDACTED] If in any Lease Year during the Initial Term either: (i) Tenant's payment of Base Rent for such Lease Year is [REDACTED] pursuant to section 4.1(c)(ii)(B) or (ii) [REDACTED], then Landlord shall have the right, within [REDACTED] after the commencement of such Lease Year or within [REDACTED] of the determination of the Value of the Site, as the case may be, to request from Tenant a [REDACTED]

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[REDACTED] Provided Landlord timely submits such request to Tenant, Tenant shall deliver, or caused to be delivered, [REDACTED] within [REDACTED] after the later of (i) its receipt of Landlord's request or (ii) the end of the last calendar year to which the applicable [REDACTED]

[REDACTED]

(f) Landlord's Audit Rights. In the event: [REDACTED]

[REDACTED]

Landlord shall have the right to audit, [REDACTED] the information provided by Tenant to substantiate Tenant's Determinations and upon Landlord's request, Tenant shall make available to Landlord [REDACTED]

[REDACTED]

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4.2 Security Deposit. The Security Deposit shall be held by Landlord as security for the performance by Tenant of the covenants expressly set forth in this Lease to be performed by Tenant, and Tenant shall not be entitled to interest thereon (or on any amount paid to Landlord in advance for Demand Services). If Tenant fails to perform any of the covenants expressly set forth in this Lease to be performed by Tenant, then Landlord shall have the right, but no obligation, to apply the Security Deposit, or so much thereof as may be reasonably necessary, to cure any such failure by Tenant. If Landlord applies the Security Deposit or any part thereof to cure any such failure by Tenant, then Tenant shall immediately pay to Landlord the sum reasonably necessary to restore the Security Deposit to the full amount required by this section 4.2. Landlord shall return any remaining portion of the Security Deposit to Tenant within [REDACTED] after termination of this Lease. Upon termination of the original Landlord's or any successor owner's interest in the Premises, the original Landlord or such successor owner shall be released from further liability with respect to the Security Deposit upon the original Landlord's or such successor owner's transferring the Security Deposit to the new owner.

4.3 Additional Rent.

(a) During each Fiscal Year (or part thereof) during the Term, Tenant shall pay to Landlord, as Additional Rent, quarterly in advance on the [REDACTED], and in accordance with this Lease and the terms and conditions of the annual Support Agreement:

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

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(iv)

(b) Throughout the Term, Tenant shall pay, as Additional Rent,

(i)

4.4 Procedures for Additional Rent.

(a)

(b)

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[REDACTED]

(c) If the Initial Term commences or ends on a day other than the first or last day of a Fiscal Year, respectively, the amounts payable by Tenant under section 4.3 applicable to the Fiscal Year in which the Initial Term commences or ends shall be prorated according to the ratio which the number of days during the Initial Term in such Fiscal Year bears to three hundred sixty – five (365). Termination of this Lease shall not affect the obligations of Landlord and Tenant pursuant to section 4.2 to be performed after such termination.

4.5 Initial Payments. Within [REDACTED] days after the Effective Date, Tenant shall pay to Landlord: (a) the amount of the Security Deposit and (b) such other amounts, if any, as are set forth on the initial Support Agreement for the calendar quarter during which the Effective Date occurs.

4.6

[REDACTED]

4.7 Taxes Payable by Tenant.

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(a)



(b) Tenant shall have the right to pay any such real property or other tax under protest and Tenant shall not be required to pay, discharge or remove any such tax so long as Tenant shall: (i) in good faith contest the same or the validity thereof by appropriate legal proceedings in such a manner as to prevent the tax sale of any portion of the Premises, the buildings or other Improvements thereon and/or Tenant's leasehold estate; and (ii) give Landlord prompt written notice of its intention to do so at least [REDACTED] before Tenant would have been obligated to pay any such tax pursuant to this Lease, but for such contest. In the event of any such contest, within [REDACTED] after the final determination thereof adversely to Tenant, Tenant shall pay and discharge the amounts determined to be due from Tenant together with any penalties, fines, interest, costs and expenses resulting from such contest or other proceeding. During any such contest, Tenant shall pay the uncontested amount of any such tax and, to the extent required by Applicable Law, the contested amount of any such tax. Landlord shall not interfere with Tenant's right to so initiate and prosecute a contest of any such tax.

4.8 Rent Payments. Tenant shall pay all Base Rent under section 4.1 and all Additional Rent under section 4.3 via wire transfer in accordance with such instructions as Landlord may from time to time designate in writing. Landlord's wire instructions shall include the number of this Lease. All payments of Rent shall be made in advance: with respect to Base Rent, payments shall be made in equal quarterly installments on or before the first day of each

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and every government fiscal quarter of each Lease Year after the Effective Date during the Term; and with respect to Additional Rent, on or before the first day of each and every government fiscal quarter after the Effective Date during the Term. Tenant shall pay all Rent to Landlord without notice, demand, deduction or offset (except as specifically set forth in this Lease), in lawful money of the United States of America.

4.9 [REDACTED]

ARTICLE 5

Use of the Premises

5.1 Permitted Use.

(a) Subject to the provisions of this ARTICLE 5, Tenant shall use the Premises only for the Permitted Uses and for lawful purposes incidental thereto, including Permitted Activities. Unless Landlord, in its sole and absolute discretion, consents to any change in the Permitted Uses or increase in the Entitled Uses, Tenant shall not construct improvements, buildings or other structures (including in connection with any Alterations or Redevelopment) for any purposes other than the Permitted Uses and up to the Entitled Uses set forth in the **Basic Lease Information**. Tenant shall, at all times, exercise precautions for the safety and health of all persons on the Premises.

(b) Tenant shall not permit the Premises to be used for any prohibited use set forth in the Retail Management Plan. Tenant shall not use or knowingly allow the Premises to be used for any unlawful activity. Tenant shall not receive, store or otherwise handle any product or material that is explosive or highly inflammable, except in accordance with Applicable Laws.

5.2 Environmental Requirements.

(a) Portions of the Property are underlain by a plume of contaminated groundwater that comprises two Superfund sites: the former Naval Air Station Moffett Field; and the Middlefield – Ellis – Whisman ("MEW") site ("MEW Regional Plume"). Tenant understands that the groundwater is contaminated with solvents and petroleum hydrocarbons. The MEW Regional Plume is also subject to vapor intrusion of solvent and fuel vapors originating from groundwater. The EPA has identified responsible parties for the contamination which is the subject of these Superfund sites. Those parties include Landlord, Navy and the MEW Companies. Tenant hereby acknowledges receipt of the Environmental Reports and

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Environmental Agreements. It is not the intention of the Parties that this Lease allocates any liability for any Existing Environmental Conditions to Tenant, except solely as provided in section 11.1.

(b) Tenant has conducted due diligence activities within certain areas of the Premises as approved by Landlord. However, Landlord acknowledges that Tenant has not conducted due diligence activities on portions of the Property outside, but in the vicinity, of the Premises, although Landlord has provided to Tenant certain Environmental Reports and documents pertaining to the environmental condition of portions of the Property in the vicinity of the Premises. If Tenant desires to conduct additional testing of those portions of the Property on which Infrastructure is to be constructed, Landlord will cooperate in allowing such testing on terms and conditions mutually acceptable to the Parties.

(c) Landlord shall promptly cooperate with Tenant in arranging, coordinating and if necessary, participating in meetings with third parties (including, without limitation, Navy, CANG, EPA, DTSC, RWQCB, SCVWD, the MEW Companies and/or the RAB) concerning the use, operation and redevelopment of the Premises, including, without limitation, in connection with Existing Environmental Conditions and the development of the Projects. Additionally, Landlord will provide Tenant with copies of all written communications (or advise Tenant in general about all non-written communications) with third parties (including, without limitation, Navy, CANG, EPA, DTSC, RWQCB, SCVWD, the MEW Companies and/or the RAB) regarding Existing Environmental Conditions pertaining to or affecting the Premises.

(d) Tenant may request for the MEW Companies to accept any dewatering discharge by Tenant into the treatment systems operated by the MEW Companies on the Premises and/or Property.

(e) Tenant hereby agrees that:

(i) Tenant shall not conduct, or permit to be conducted, on the Premises any activity which is not a Permitted Activity;

(ii) Tenant shall not use, store or otherwise handle, or permit any use, storage or other handling of, any Hazardous Material which is not a Permitted Material on or about the Premises (except for Existing Environmental Conditions and any Hazardous Material introduced by Landlord, MEW Companies, CANG, and/or the Navy);

(iii) Tenant shall obtain and maintain in effect all permits and licenses required pursuant to applicable Environmental Laws for Tenant's activities on the Premises, and Tenant shall at all times comply with all Environmental Laws applicable to Tenant's activities on the Premises. Tenant shall provide to Landlord a copy of all permits and licenses obtained by Tenant from outside agencies pertaining to Tenant's activities on the Premises;

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(iv) Tenant shall not engage in the storage, treatment or disposal on or about the Premises of any Hazardous Material except those used, stored, handled or generated in the course of Permitted Activities;

(v) Tenant shall not install any aboveground or underground storage tank or any subsurface lines for the storage or transfer of any Hazardous Material, except in accordance with Environmental Laws, and Tenant shall store all Hazardous Materials in a manner that protects the Premises, the buildings and other improvements, the Property and the environment from accidental spills and releases;

(vi) Tenant shall not cause the release of any Hazardous Material on or about the Premises in violation of applicable Environmental Laws;

(vii) Except for (A) Hazardous Materials existing or located at, upon, under or within the Premises as of the Commencement Date, (B) Permitted Materials, and (C) any Hazardous Materials introduced to the Premises at any time by Landlord, MEW Companies, CANG, and/or the Navy or any of their respective employees, agents, contractors or licensees, Tenant shall: (1) promptly remove from the Premises any Hazardous Material introduced, or permitted to be introduced, onto the Premises by Tenant, and (2) on or before the date Tenant ceases to occupy the Premises (or any portion thereof), Tenant shall remove from the Premises (or such portion thereof) any Hazardous Material handled by or permitted on the Premises (or such portion thereof) by Tenant in violation of applicable Environmental Laws. Prior to the removal of any Hazardous Material introduced to the Premises by Tenant, Tenant shall be responsible for obtaining its own EPA and State identification number and executing manifests to the extent the foregoing are required by applicable Environmental Laws for the removal of any such Hazardous Material; and

(viii) If any release of a Hazardous Material to the environment, or any condition of pollution or nuisance, occurs on or about or beneath the Premises or the buildings or other Improvements as a result of any act or omission of Tenant or Tenant's Related Entities (excluding any Existing Environmental Conditions and any Hazardous Material introduced by Landlord, MEW Companies, CANG, and/or the Navy), Tenant, at Tenant's sole cost and expense, shall promptly undertake all remedial measures required to clean up and abate or otherwise respond to the release, pollution or nuisance in accordance with all applicable Environmental Laws.

(ix) In the event of a spill or other discharge of Hazardous Material in or on the Premises or the Property in an amount that is reportable under applicable Environmental Laws, the party on whose property the spill occurs and/or who is responsible for the spill, shall promptly notify the other party of the occurrence of the spill upon obtaining actual knowledge thereof. If Tenant is made aware of any spill or other discharge of Hazardous Material in or on the Premises in an amount that is reportable under applicable Environmental Laws, Tenant shall promptly notify NASA ARC dispatch (650-604-5416). Tenant shall have no liability for or

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obligation relating to Existing Environmental Conditions and any Hazardous Material introduced by Landlord, MEW Companies, CANG, and/or the Navy. In addition, Tenant shall have no liability or obligation in the event Landlord or any third party introduces any Hazardous Material on, into or under the Premises, which includes, but is not limited to, the sanitary sewer and storm water infrastructure, contents thereof and discharges therefrom. Any and all such liability shall remain with Landlord and/or such third parties. Should Tenant and/or Tenant's Related Entities introduce Hazardous Material that are not related to or arising from the Existing Environmental Conditions, then Tenant's liability and obligation to indemnify and defend Landlord against and hold Landlord harmless from all claims against Landlord shall be as prescribed under Section 11.1(b).

(x) If Landlord gives written notice to Tenant that Tenant's use, storage or handling of any Hazardous Material on the Premises may not comply with this Lease, Tenant shall correct any such violation within [REDACTED] after Landlord gives written notice thereof to Tenant; provided, however, that if, by the nature of such violation, the same cannot reasonably be cured within such period of [REDACTED], Tenant shall have such reasonable time as may be necessary as long as Tenant commences with due diligence and dispatch the curing of such violation within such period of [REDACTED] and, having so commenced, thereafter prosecutes with diligence and dispatch and completes the same.

5.3 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

5.4 Compliance with Law.

(a) General. Tenant shall, at Tenant's sole cost and expense, comply, and cause Tenant's Related Entities to comply, with (i) all Applicable Laws now in force or which may hereafter be in force, (ii) with all certificates of occupancy issued pursuant to any law by any governmental agency having jurisdiction over the Project or the Premises insofar as any thereof relate to or are required by the condition, use or occupancy of the Premises or the operation, use or maintenance of any personal property, fixtures, machinery, equipment or Improvements on the Premises, and (iii) the NASA ARC Regulations set forth in Exhibit N; provided, however, NASA ARC Regulations existing as of the Effective Date and/or any new NASA ARC Regulations that are promulgated or approved after the Effective Date by Landlord that would directly serve to increase Tenant's costs to develop and/or operate the Premises as permitted by this Lease, shall not apply to Tenant except to the extent such change or new regulation is required by Applicable Laws, is part of a nationwide change that Landlord is making to all similar regulations throughout the United States, and/or is reasonably necessary to address

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critical health or life safety issues. In the event Landlord revises, updates, or replaces any NASA ARC Regulation set forth in Exhibit N or promulgates any new NASA ARC Regulations that apply to the Premises and the Project (collectively, "New NASA ARC Regulations"), Tenant agrees to comply with all New NASA ARC Regulations that comply with the foregoing provisions of clause (iv) of this section 5.4(a) as soon as reasonably possible upon notification by Landlord of such New NASA ARC Regulation. Tenant may request a waiver from complying with the applicable New NASA ARC Regulation within the time frame required to comply or to be exempt from the requirements of the New NASA ARC Regulation. If Landlord is unable to either waive the compliance time frame or exempt Tenant from complying with the New NASA ARC Regulation due its requirements to compliance with all Applicable Laws, Tenant may seek other legal means within all Applicable Laws to waive the time frame to comply with the New NASA ARC Regulation or to be exempt from the New NASA ARC Regulation.

(b) Tenant shall not discriminate against any individual or business entity on the basis of race, color, gender, disability, religion, national origin, familial status, age, sexual origination, gender identity, or genetic information in: (i) the use, occupancy, or lease of the Premises; (ii) the selection of construction subcontractors, vendors or suppliers; or (iii) any employment practices with respect to employees employed at or in connection with the Premises. Tenant shall further cause its Tenant Related Entities to comply with the requirements of this section 4.1(b), as it applies to any contracts, leases, or agreements entered into on behalf of Tenant related exclusively to this Project or use of Premises.

(c) Tenant, in its own name and at its sole cost and expense, may contest the applicability and/or validity of any Applicable Law.

(d) Safety. Notwithstanding section 5.4(a), Tenant and Tenant's Related Entities shall not be obligated to comply with the NASA Ames Health and Safety Plan, except with respect to Ames Procedural Requirements 8715.1 (Ames Health and Safety Manual): Section 4 (Mishap and Close Call Reporting); Section 7 (Ames Radiation Safety Guide); Section 8 (Laser, Microwave and other Nonionizing Safety); Section 10 (Pressure System Safety); Section 12 (Explosives Safety); Section 15 (Cryogenic Safety); Section 27 (Construction Safety Management); Section 30 (Asbestos Management Plan); Section 35 (Lead Management Plan); and Section 52 (Biosafety). Tenant and Tenant's Related Entities shall also comply with NPD 8710.5 (Policy for Pressure Vessels and Pressurized Systems) and NASA STD 8719.17 (NASA Requirements for Ground-Based Pressure Vessels and Pressurized Systems), to the extent applicable to Tenant. Tenant shall deliver prior written notice to Landlord before Tenant manufactures, uses, stores or transports any such items on or about the Premises or the Property, and Landlord shall have the right to approve (and establish requirements for, or conditions of, approval) before Tenant manufactures, uses, stores or transports any such items.

(e) Radio Frequency. In accordance with NPR 2570.1 (NASA Radio Frequency Spectrum Management), Tenant and Tenant's Related Entities are required to submit to Landlord's Radio Frequency Spectrum Manager a request for spectrum certification for all

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activities requiring use of the radio frequency electromagnetic spectrum. Tenant shall obtain prior written approval from Landlord's Radio Frequency Spectrum Manager before operating or using any radio frequencies on or about the Premises and the Property.

(f) Use of NASA Insignia. This Lease does not grant Tenant any rights to use the NASA or NASA ARC name, initials, logo or insignia. Tenant agrees to submit to Landlord for its approval all promotional and advertising material that uses the NASA or NASA ARC name, initials, logo or insignia prior to publication. Approval by Landlord shall be based on Applicable Laws (e.g. 51 U.S.C. §§ 20141, 20111(a) and 20113(a); and 14 C.F.R. § 1221.100 et seq.) and policy governing the use of the words "National Aeronautics and Space Administration" and the letters "NASA."

5.5 Environmental Stewardship and Sustainability.

(a) Tenant agrees to consider implementing appropriate measures consistent with Landlord's recycling, energy, and water conservation programs, including the use of reclaimed water for irrigation so long as such measures are commercially reasonable and appropriate in Tenant's business judgment.

(b) Tenant, at its sole cost and expense, shall comply with the Housing TDM Plan. In addition, Tenant will cooperate with Landlord with respect to the NADP TDM Plan (including reimbursement of Tenant's fair share allocation of the cost of Landlord's annual Property – wide TDM cordon count) and hereby authorizes Landlord (and any Tenants' Association or Transportation Management Association) to complete a transportation survey of the employees of Tenant and Tenant's Related Entities as may be requested from time to time.

(c) Tenant shall implement an integrated pest management program, which emphasizes preventative measures and Tenant's use of chemicals and pesticides only in the absence of other effective measures. Tenant will consider including appropriate measures from Landlord's integrated pest management program.

(d) Tenant shall select California native plants in connection with its landscaping of the Premises; provided, however, that any phytoremediation project may utilize non-native plants from an EPA-approved list of plants.

(e) Landlord and Tenant shall comply with their respective requirements set forth in the Housing MIMP.

(f)



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(g) Tenant shall endeavor to apply, to the maximum extent commercially feasible, sustainable design principles to the design and construction of all Alterations, Improvements, Redevelopment and Infrastructure in accordance with Applicable Laws.

5.6 NEPA Requirements.

(a) During the Transition Term, Tenant will submit an environmental checklist for the Initial Project pursuant to APR 8822.1 (NASA Research Park Design Review Program) and NPR 8580.1 (Implementing NEPA and Executive Order 12114) that is consistent with the Permitted Uses, Entitled Uses, Project Description and the Housing MIMP. Landlord will review the checklist and Tenant's supporting documents to issue a record of environmental consideration. Issuance of the record of environmental consideration would complete the NEPA process and documentation for the Initial Project, and no further NEPA review would be required to implement the Initial Project as contemplated under this Lease and the Housing MIMP.

(b) In the event Tenant proposes a Project that is not consistent with the Permitted Uses, Entitled Uses, the Project Description and/or the Housing MIMP, Tenant and Landlord shall cooperate in undertaking any reviews, studies, analyses, or other documentation required pursuant to NEPA for such proposed Project. Tenant shall perform (or reimburse Landlord for its costs of performing) such reviews, studies, or analyses for Landlord review and approval pursuant to NPR 8580.1 (Implementing NEPA and Executive Order 12114), and Tenant shall participate in any public meetings and meetings with government agencies or other stakeholders pursuant to NEPA requirements for such Project.

5.7 Entry by Landlord. Landlord shall have the right, subject to the provisions below, to enter the Premises during normal business hours to: (a) inspect the Premises (including to perform routine periodic inspections for compliance with environmental, construction, public health and safety standards); (b) determine whether Tenant is performing Tenant's obligations hereunder; (c) supply any service to be provided by Landlord, including Demand Services; or (d) post notices of non – responsibility, provided that any such entry shall be undertaken so as to cause as little interference to Tenant or any of its sublessees, licensees or invitees as reasonably practicable. Any such entry shall be made upon not less than [REDACTED] prior written notice and Landlord shall coordinate with Tenant on such entry, including the requirement that Landlord be accompanied by a representative of Tenant. Notwithstanding the foregoing, if entry is required for emergency or security purposes and prior notice is not possible, then no prior notice shall be required, such entry may occur at any time and such entry shall not be subject to Tenant's security requirements. Landlord also specifically reserves the following rights: (i) to control ingress to and egress from the Property (as opposed to ingress to and egress from the Premises to other portions of the Property), to erect and maintain gates, and to regulate or prevent traffic in its normal course of operations to protect the safety of all persons entering or leaving the Property and as a means to implement local or national Government-wide security measures in accordance with Applicable Laws (provided that the foregoing right to control

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ingress to and egress from the Premises to the nearest public right of way lying outside the Property shall terminate at such time as Landlord's security gate located on the eastern portion of the Premises is relocated off the Premises and, provided further, that until such time Landlord shall use its best efforts to minimize the impact of restricting ingress and egress from the Premises to the nearest public right of way lying outside the Property); (ii) to close temporarily all or a portion of the Premises when immediate and substantial danger to life, environment, or property is discovered until such danger has been reasonably mitigated (Tenant acknowledges that during such temporary closure the safety and security of persons on the Premises and the Property shall take precedence over ingress and egress from the Premises to the public right of way until such event impacting the safety and security of such persons has ended or has been averted); and (iii) on behalf of Landlord, the EPA, the State of California, the Navy, the MEW Companies and other entities and governmental agencies that are involved in the remediation of, or that are responsible to remediate, existing or future contamination on or about the Property, the right to have reasonable access to known or suspected areas of contamination or other areas upon which any containment system, treatment system, monitoring system, or other environmental response action is installed or implemented, or to be installed or implemented, for the purposes of the complying with Environmental Laws; provided, however, (a) that any such installation and implementation shall be undertaken so as to cause as little interference to Tenant and Tenant's Related Entities as reasonably practicable, (b) that Landlord shall restore or replace any damaged or disturbed property caused by Landlord or Landlord's contractors to the condition existing immediately prior to such access to the Property, and (c) that any access by the MEW Companies be subject to the terms and conditions of the MEW Coordination Agreement. Landlord shall cooperate with Tenant in locating any such required equipment in locations and installing and implementing such systems in a manner that are compatible with the Conceptual Development Plan. Except as otherwise provided under this Lease, [REDACTED]

Any entry to the Premises obtained by Landlord by any of such means shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises or any portion thereof.

5.8 Parcelization. At such time as there shall be two or more entities leasing, using or occupying different Parcels (whether as a consequence of a partial termination of this Lease, or a Transfer of one or more Parcels), or in the case of a Financing Transaction affecting one or more but less than all of the Parcels comprising the Premises, the Parties shall restate this Lease into separate, independent leases for each of the Parcels (to the extent necessary given the nature and/or extent of the partial termination or Transfer in question), and the following provisions shall apply:

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(a)

[REDACTED]

(b)

[REDACTED]

(c) The number of Affordable Housing Units shall be allocated to the Parcels with a mix of bedroom types and in a manner that results in each Parcel having no less than [REDACTED] designated as Affordable Housing Units.

(d) Tenant shall, in its reasonable discretion, create and implement a governance structure among the various Parcels comprising the Premises to address, among other things, the need for Infrastructure Parcel(s), the maintenance, repair, replacement and operation of the common areas and infrastructure within the Premises (whether pursuant to a reciprocal easement agreement, declaration of covenants, conditions and restrictions, or otherwise) and the allocation of the costs thereof with such allocation made by an engineer licensed by the State of California in a manner consistent with prevailing infrastructure maintenance, repair, and replacement cost allocation methodologies for similar projects in the local market area. Tenant shall create and implement cost-sharing agreements for infrastructure with such costs allocated on a fair and equitable basis in a manner consistent with prevailing standards in the local market area that sets forth the obligations for each Parcel to reimburse Tenant or a third party, as the case may be, for any infrastructure not yet constructed that benefits the Parcel that is constructed by Tenant or such third party.

(e)

[REDACTED]

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(f) The Parties shall execute, acknowledge and deliver such documents as may be reasonably required to effect the purposes of this section 5.8.

ARTICLE 6
Existing Environmental Conditions

6.1 Acknowledgment by Tenant. Tenant hereby acknowledges that it has been informed by Landlord of: (a) the existence of the Environmental Reports listed on Exhibit E-1; and (b) the matters that are the subject of the Environmental Agreements listed on Exhibit E-2. Tenant further acknowledges that it has conducted its own due diligence with respect to the history, investigation and assignment by the EPA of liability for and continuing remediation of contaminated soil and groundwater at Moffett Field by the MEW Companies and the Navy. Tenant further acknowledges that it has conducted its own due diligence with respect to the history, investigation and assignment by the RWQCB of liability for and continuing remediation of the sites by the Navy wherein the UST 19 and UST 20 were located.

6.2 MEW Coordination Agreement. In connection with all Alterations, Capital Improvements, and Infrastructure Improvements, Tenant shall comply with its obligations pursuant to the MEW Coordination Agreement, if executed. In order to ensure appropriate handling of potentially contaminated soil or groundwater during construction activities, Landlord reserves the right to conduct environmental sampling during construction provided that any such sampling shall be at no cost to Tenant and shall not hinder or delay Tenant's construction activities and schedule. Tenant shall coordinate with and obtain any necessary approvals from the MEW Companies and EPA before relocating or removing any monitoring wells, extraction wells, or piping that is part of the MEW groundwater remediation system.

6.3 Generator Status. If and to the extent that the MEW Companies do not fulfill their obligations pursuant to the MEW ROD and the MEW Coordination Agreement, if any, and/or the Navy does not fulfill its obligations pursuant to the Navy Memorandum of Understanding, the Navy Federal Facility Agreement, the Record of Decision for Navy sites

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described in section 6.1 above both solely with respect to Hazardous Materials at or from the Premises removed or to be removed (including, without limitation, any vessels, pipes, fixtures or equipment containing Hazardous Materials), and Tenant elects to remove such materials, Landlord shall promptly execute all manifests in connection therewith and shall be deemed to be the generator of such Hazardous Materials for that sole purpose. If there is no MEW Coordination Agreement, Landlord shall execute as generator for that sole purpose all manifests for Hazardous Materials for Existing Environmental Conditions to the extent not executed by Navy or the MEW Companies. To the extent the responsibility for the Hazardous Materials is NASA's responsibility (i.e., asbestos or lead-based paint in building materials), Landlord shall execute as generator all manifests for Hazardous Materials for Existing Environmental Conditions. Further, Landlord shall execute as generator all non-hazardous waste manifests for Existing Environmental Conditions.

6.4 Benefit of Indemnification. With respect to Existing Environmental Conditions in, on, or under the Premises, Tenant shall have all of the benefits, if any, to which it may be entitled with respect to the Premises deriving from that certain indemnification with respect to environmental restoration provided by the Secretary of the Defense, as set forth in 10 U.S.C. § 2687, as amended, or any benefits provided under any similar or successor statute or regulation. Landlord shall, at no out-of-pocket cost to Landlord, cooperate with Tenant in Tenant's efforts to obtain the benefits of such indemnification, including at Tenant's request, by enforcing, on behalf of and for the benefit of Tenant, any rights Landlord may have pursuant to 10 U.S.C. § 2687 or any similar or successor statute or regulation.

6.5 Cooperation in Obtaining Other Benefits. With respect to Existing Environmental Conditions in, on, or under the Premises and any other environmental conditions that may be caused by third parties using and/or operating on the Premises after the Commencement Date, Landlord shall, at no-out-of-pocket cost to Landlord, cooperate with Tenant in Tenant's efforts to obtain the benefit of any available release, indemnification, hold harmless agreement, obligation to defend or other protection and/or other contractual obligation, if any, from any of the potentially responsible parties, including: (a) by obtaining the benefits of any such indemnification, release, hold harmless agreement, obligation to defend or other protection itself and then assigning such benefits to Tenant if Tenant cannot otherwise obtain such benefits; and/or (b) at Tenant's request, by enforcing, on behalf of and for the benefit of Tenant, any rights Landlord may have under any of the Environmental Agreements for the benefit of Tenant. To the extent that Landlord obtains the benefit of any such indemnification, release, hold harmless agreement, obligation to defend or other protection and/or other contractual obligation from any of the MEW Companies or the Navy or any other party with respect to any Hazardous Materials (including Existing Environmental Conditions), and to the extent such benefits are assignable, transferable or otherwise applicable to Landlord's successors, assigns, contractors and/or Tenants, Landlord shall take all necessary and/or appropriate steps to provide such benefits directly to Tenant.

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6.6 Lead-Based Paint, PCB-Contaminated Paint and Asbestos Management Plan. Prior to Commencement of Construction that involves disturbing lead-based paint, PCB-contaminated paint or materials, and/or asbestos-containing building materials, Tenant shall develop a management and remediation plan for lead-based paint, PCB-contaminated paint or materials, and asbestos-containing building materials. Such plan shall comply with all Applicable Laws and shall be submitted to Landlord for its prior review and approval, which shall not be unreasonably withheld, conditioned or delayed.

6.7 Land Use Controls. Tenant acknowledges the Land Use Controls and accepts the Premises subject thereto. In the event any future engineering or institutional use limitations or controls may be requested by the EPA and/or other state and local regulatory agencies, Landlord and Tenant shall promptly notify the other of such request.

6.8 Staging Area. Tenant shall establish a Hazardous Material staging area in an area reasonably acceptable to Landlord for use by Tenant. Tenant will be responsible for the cost of proper handling and disposal of any Existing Environmental Conditions delivered to the staging area by Tenant in connection with Tenant's development of any Projects.

6.9 Existing Environmental Conditions. If Tenant desires to undertake remediation, removal, and/or other actions with regards to the Existing Environmental Conditions, Tenant shall notify Landlord and no such remediation shall occur without the mutual agreement of Landlord and EPA and/or RWQCB, in accordance with applicable Environmental Laws. Tenant shall obtain all necessary permits to the extent required by applicable Environmental Laws for such work.

6.10 Landlord Environmental Responsibilities. Landlord shall, subject to the availability of appropriated funds, perform, or shall cause others to perform, the proper abatement, decommissioning, and removal of Hazardous Materials, if any, from the former hazardous waste storage area (Building 950), pesticide storage area (Building 951), CANG Permitted Area (Building 146), and Building 161 (Automotive Service Station) in accordance with applicable Environmental Laws. Landlord shall provide Tenant with copies of reports or other documents demonstrating that these Landlord environmental responsibilities have been completed and approved by Government agency(ies) with oversight responsibility.

ARTICLE 7

Utilities and Demand Services

7.1 Landlord's Responsibilities.

(a) During the period from the Commencement Date until the applicable Utility Transition Date, Landlord shall furnish such Utilities in accordance with the Utility Plans attached hereto as Exhibit O-1 through Exhibit O-7 (provided, however, Tenant agrees that

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Landlord has no obligation to provide steam services, vacuum line services, chilled water services, telecommunications or data communications services, cable television services, or other Utilities that Landlord does not typically provide to tenants and other users and occupants of the Property), subject to capacity limitations of Landlord's Utility systems and the related infrastructure, and subject to temporary shut down for repairs, for security purposes, for compliance with any Applicable Laws, or due to any event or occurrence beyond Landlord's control.

(b) Landlord shall not be in default under this Lease or be liable for any Claim directly or indirectly resulting from, nor shall the Rent be abated or a constructive or other eviction be deemed to have occurred by reason of, any interruption of or failure to supply or delay in supplying any Utilities or any limitation, curtailment, rationing or restriction on use of water, electricity, gas or any resource or form of energy or other service serving the Premises or the Property, whether such results from mandatory restrictions or voluntary compliance with guidelines so long as Utilities are made equitably available to all users and occupants thereof, except to the extent any of the foregoing arises out of the gross negligence or willful misconduct of Landlord. Landlord shall have the right, at its option, to transfer, assign, delegate or otherwise convey its Utilities systems or its obligations to furnish Utilities pursuant to this section 7.1(a) to a third party; provided, however, that Landlord will provide Tenant with at least [REDACTED] notice of the foregoing to facilitate Tenant's ability to negotiate the terms and provisions of such Utility services with the third party and Tenant shall execute such documents as may reasonably be required in connection with such transaction.

(c) Beginning on the applicable Utility Transition Date(s) and continuing as provided in the Utility Plans, Tenant shall furnish such Utilities desired by Tenant in accordance with the Utility Plans.

(d) If Landlord provides operation, maintenance and/or upgrades to the components of any Utility systems that serve the Premises (including repairs, Capital Improvements, replacement, and separation of such components of the Utility systems), if any, Tenant shall pay for its pro rata share of the cost of such operation, maintenance and/or upgrade as Additional Rent in accordance with section 4.4 and the Utility Plans; provided that Landlord shall not undertake any upgrade or capital improvement or separation of a Utility system unless Tenant is notified of such upgrade or capital improvement or separation of a Utility system and Tenant is first offered the right to undertake such work itself at Tenant's cost. If Tenant no longer desires for Landlord to provide maintenance of the Utility systems or any portion thereof, Tenant shall request the same in writing at least [REDACTED] in advance (or such shorter period to the extent allowed by Landlord's then existing contract for the maintenance of the applicable Utility system). If Landlord performs emergency repairs on the components of any Utility systems solely serving the Premises, Tenant shall reimburse Landlord for the expenses incurred by Landlord for such repairs.

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7.2 Tenant's Responsibilities. Tenant shall pay before delinquency the costs for all Utilities and Demand Services supplied to the Premises in accordance with section 4.3, together with all taxes, assessments, surcharges and similar expenses relating to such Utilities and Demand Services (if any). At Tenant's option from time to time, and at Tenant's expense, Tenant may make arrangements with appropriate service providers for any or all Utilities or Demand Services to be provided directly to Tenant, in which event Tenant shall pay the costs thereof to the entity providing the same.

ARTICLE 8

Maintenance and Repairs

8.1 Obligations of Landlord. During the Transition Term, Landlord shall maintain and repair the Landlord Transition Term Reserved Spaces, and keep them in good condition, ordinary wear and tear and any periods of restoration or replacement excepted. During the Term, Landlord shall maintain and repair the Landlord Reserved Spaces, and the common areas of the Property, and keep them in good condition, ordinary wear and tear and any periods of restoration or replacement excepted. Landlord shall use and maintain the Landlord Reserved Spaces in accordance with Applicable Law. With respect to Utilities (if any), the Off-Site Improvements and any other Infrastructure serving the Premises and located on portions of the Property other than the Premises, the Parties agree that Landlord's obligations under this section 8.1 extend to, but exclude, the Points of Connection (or with respect to roads, streets and any other such improvements for which there is no Point of Connection, the boundary of the Premises) unless otherwise provided in the Utility Plans. Tenant shall give Landlord written notice of the need for any maintenance or repair for which Landlord is responsible, after which Landlord shall have a reasonable opportunity to perform the maintenance or make the repair, and Landlord shall not be liable for any failure to do so unless such failure continues for [REDACTED] after Tenant gives such written notice to Landlord; provided, however, such [REDACTED] period shall be extended so long as Landlord commences the maintenance or repairs within the [REDACTED] period and diligently completes the same. If Landlord fails to perform the maintenance and repair it is responsible for, the matter will be addressed in accordance with the dispute resolution provisions set forth in section 19.4 below; provided, however, that if Landlord's failure to perform such maintenance and repairs is reasonably likely to materially and adversely affect Tenant or its use and operation of the Premises, or constitute an immediate danger to life, environment, or property, then, upon [REDACTED] prior written notice to Landlord, Tenant may perform such maintenance and repairs. If Tenant elects to perform such maintenance or repair, Tenant shall provide to Landlord supporting documentation detailing the cost of maintenance or repair. Any damage to any part of the Property other than the Premises, but including Landlord's improvements on the Premises for which Landlord is responsible, that is caused by Tenant or any of Tenant's Related Entities shall be repaired by Tenant at Tenant's expense, unless otherwise directed by Landlord.

8.2 Obligations of Tenant.

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(a) Beginning on the Commencement Date and continuing throughout the Term, Tenant shall, at Tenant's sole cost and expense, keep the exterior areas of the Premises (excluding the Landlord Reserved Spaces) in a neat, clean and orderly condition. Tenant shall, at Tenant's sole cost and expense, maintain and repair the exterior areas of the Premises, the buildings and other Improvements and all other Infrastructure owned or controlled by Tenant, as well as the roads, streets, sidewalks, Utilities, fencing, visible equipment, and exterior fixtures on the Premises, in reasonably good condition and repair, ordinary wear and tear, damage by casualty or a Taking, and any periods of repair, Alterations or Capital Improvements excepted. Tenant shall maintain all Improvements constructed by Tenant in the manner required by Applicable Laws related to health and safety, including, without limitation, the Codes and Standards Schedule attached to the Construction Provisions as Exhibit C-1. If Landlord reasonably believes that Tenant is not performing any of its obligations pursuant to this section 8.2, Landlord shall give Tenant written notice of the need for any maintenance or repair for which Tenant is responsible, after which Tenant shall have a reasonable opportunity to perform the maintenance or make the repair, and Tenant shall not be liable for any failure to do so unless such failure continues for [REDACTED] after Landlord gives such written notice to Tenant; provided, however, such [REDACTED] period shall be extended so long as Tenant commences the maintenance or repairs within the [REDACTED] period and thereafter diligently completes the same. Tenant's liability with respect to any maintenance or repair for which Tenant is responsible shall be limited to the cost of the maintenance or repair, and in no event shall failure to provide such level of maintenance or repair result in an Event of Default hereunder. With respect to Utilities and any other Infrastructure serving the Premises and located on portions of the Property other than the Premises, the Parties agree that Tenant's obligations under this section 8.2 extend to and include the Points of Connection subject to and as more particularly outlined in the Utility Plans. Tenant shall promptly repair any damage to the Property caused by Tenant or any of the Tenant's Related Entities.

ARTICLE 9

Construction of Improvements

9.1 Construction of Improvements. The construction of all Improvements (including all Redevelopment) on the Premises, and the construction of all Off-Site Improvements on the Property, shall be performed at Tenant's sole cost and expense, in accordance with the Construction Provisions and the other terms and conditions of this Lease, Applicable Environmental Policy and Guidance Documents, and Applicable Laws. Title to all Improvements on the Premises shall remain in Tenant (or any permitted transferee) until termination of this Lease, at which time title thereto shall pass to a successor tenant as provided in section 3.5, subject, in all events, to the terms and provisions of Exhibit W with respect to the Infrastructure Improvements.

9.2 Failure to Timely Complete Financial Closing. [REDACTED]

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[REDACTED]

9.3 Historic Preservation. The Premises are located near the Naval Air Station Sunnyvale Historic District, which is listed in the National Register of Historic Places and includes portions of the Property commonly known as “Shenandoah Plaza Historic District” and “Moffett Federal Airfield”. Given the Premises are located near the Naval Air Station Sunnyvale Historic District, Landlord and Tenant acknowledge that certain activities proposed by Tenant under this Lease may have the potential to have an effect on historic properties (as defined under 36 C.F.R. Part 800) and may be subject to Section 106 of the NHPA. Landlord agrees to serve as the lead federal agency and Tenant agrees to participate as a consulting party for formal and/or informal consultations with the SHPO to identify methods to avoid, minimize, or mitigate adverse effects on historic properties on the Property in accordance with NHPA. Landlord and Tenant will consult with the SHPO in accordance with Section 106 on all activities proposed by Tenant that constitute an “undertaking” in accordance with 36 C.F.R. Part 800. All necessary actions associated with 36 C.F.R. Part 800 compliance, including identification of historic resources (including archaeological surveys), rehabilitation, maintenance, preservation, or mitigation of adverse effects to historic properties in connection with a Project proposed by Tenant on the Premises will be at Tenant’s sole cost and expense. Tenant shall not begin any work affecting any historic property prior to completion of the requirements contained in 36 C.F.R. Part 800 that implement Section 106. All efforts to identify and evaluate historic properties (including any necessary archaeological investigation) shall be completed by or under MVHV Housing EULA

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the supervision of an individual meeting the professional qualifications standards identified in the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, 36 C.F.R. Part 61, as amended. Tenant and Landlord are responsible for complying with the standard operating procedures in the NASA Ames Research Center Integrated Cultural Resources Management Plan (November 2014), as may be amended from time to time, NHPA, and other Applicable Laws pertaining to historic properties, archeological resources and objects, and historic structures and landscapes. Tenant and Landlord agree to use the information in the NASA ARC Archaeological Resources Study (February 2017) to provide background and context for identifying archaeological resources and in any consultations to determine an appropriate level of archaeological identification and evaluation of archaeological resources at the Premises.

9.4 Signs. Tenant may install, subject to Landlord's prior written consent, which shall not be unreasonably withheld, signs (construction, building, monument, directional, or other signs) on or about the Premises or the buildings or other improvements. Tenant shall obtain any permit or approvals for such signage as required under Applicable Laws. Tenant may install identification and directional signage outside the Premises but on the Property in accordance with the then-in-effect signage standards for NASA Research Park and subject to Landlord's prior written consent, which shall not to be unreasonably withheld. Landlord's approval of all signage will consider to be reasonably withheld if Tenant's signage does not comply with the then-in-effect signage standards for NASA Research Park. Landlord shall adopt signage standards for NASA Research Park that is consistent with the City of Mountain View's signage policy.

ARTICLE 10

Capital Improvements and Alterations

10.1 Tenant's Obligation for Capital Improvements. Beginning on the Commencement Date and continuing throughout the Term, Tenant may make from time to time, any Capital Improvements that are required or that it deems necessary to maintain the Improvements (excluding any Improvements within the Landlord Reserved Spaces). Subject to the terms, provisions and conditions of this ARTICLE 10, all such Capital Improvements shall be made by Tenant at Tenant's sole cost and expense.

10.2 Alterations by Tenant. Beginning on the Commencement Date and continuing throughout the Term, Tenant may make from time to time, any Alterations that are required or it deems necessary to maintain the Improvements. All Alterations shall be made by Tenant at Tenant's sole cost and expense.

10.3 Plans and Specifications. Tenant shall have the right to construct Projects, Capital Improvements or Alterations so long as Tenant's plans and specifications for any such Projects, Capital Improvements or Alterations are prepared by responsible licensed architect(s) and engineer(s), comply with all Applicable Laws and the Entitled Uses, and, if applicable, shall be

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in a form sufficient to secure the necessary permits under the Construction Provisions. Without limiting the foregoing, all Projects, Capital Improvements and Alterations shall be designed and constructed in accordance with Applicable Laws and the Construction Provisions.

10.4 Permits. Subject to the provisions of Exhibit C hereto, Tenant shall obtain all required permits for all Projects, Capital Improvements or Alterations from the NASA ARC Construction Permit Office, in accordance with APR 8822.1 (NASA Research Park Design Review Program), APD 8829.1 (Construction Permit) and APR 8829.1 (Construction Permit Process). In addition, Tenant shall obtain: (a) hot-work permits from the NASA ARC Fire Prevention Office during normal business hours at least [REDACTED] prior to performing any welding, cutting, torching or similar open flame work; and (b) permits for excavation/drilling, confined space entry, facility closure/obstruction and high voltage electrical work, in each case before any such work commences. Water discharge permits shall be handled through the NASA ARC Environmental Management Division, but shall be issued by the applicable Government agencies. All other required permits, if any, shall be obtained by Tenant directly from the applicable Government agencies, and Tenant shall promptly provide copies thereof to the NASA ARC Construction Permit Office. Tenant shall engage responsible licensed contractor(s) to perform all work. Tenant shall perform all work, in a good and workmanlike manner, in full compliance with all Applicable Laws, and free and clear of any mechanics' liens. Tenant shall pay for all work (including the cost of all Utilities, permits, fees, taxes, and property and liability insurance premiums in connection therewith) required to carry out such Projects, Capital Improvement or Alteration.

10.5 Other Provisions. The Construction Provisions attached hereto as Exhibit C shall apply to all Projects, Capital Improvements and Alterations.

ARTICLE 11

Indemnification and Insurance

11.1 Damage or Injury.

(a) Landlord shall not be liable to Tenant, and Tenant hereby waives and releases all Claims against Landlord and the Government, for any damage to or loss or theft of any property or for any bodily or personal injury, illness or death of any person in, on or about the Premises or the Property (including the portions of the Property that are the subject of any Temporary Construction License or on which any of the Infrastructure Improvements is constructed), arising at any time from or related to: (i) the use or occupancy of, or the development, construction, maintenance, repair or restoration of the Project on the Premises by Tenant or Tenant's Related Entities; (ii) the construction of the Infrastructure Improvements on the Property and the Premises by Tenant or Tenant's Related Entities; (iii) activities conducted under this Lease by Tenant or Tenant's Related Entities; or (iv) any act or omission of Tenant or Tenant's Related Entities, except in the case of gross negligence or willful misconduct of Landlord, or any of Landlord's employees, agents, contractors, or licensees, or any default in the performance of

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Landlord's obligations under this Lease. Notwithstanding the foregoing, in no event shall Tenant be obligated to waive and release Landlord or the Government from any Claims arising from or relating to: (A) the Existing Environmental Conditions; (B) the use, storage, transportation, treatment, disposal, release or other handling of any Hazardous Material(s) by Landlord or any of Landlord's employees, agents, contractors, or licensees related to or arising out of the Existing Environmental Conditions; (C) any release of Hazardous Material(s) or any condition of pollution or nuisance on or about or beneath the Premises caused by any act or omission of Landlord or Landlord's employees, agents, contractors, or licensees; or (D) any damage to or loss or theft of any real or personal property or for any bodily or personal injury, illness or death of any person in, on or about the Premises or the Property that is directly caused by Landlord's entry on the Premises.

(b)



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[REDACTED]

(c) Notwithstanding the provisions of sections 11.1(a) or 11.1(b), Landlord waives and agrees not to make any Claims against Tenant with respect to the Existing Environmental Conditions, including any obligation Landlord may have to perform or contribute to or pay for remediation or removal of the Existing Environmental Conditions or to perform any other obligation of Landlord under any agreements relating to the Existing Environmental Conditions.

(d) This section 11.1 shall survive the termination of this Lease with respect to any Claims occurring prior to such termination for the applicable statute of limitations period.

11.2 Insurance Coverages and Amounts.

(a) Tenant shall, at all times during the Term and at Tenant's sole cost and expense, obtain and keep in force the insurance coverages and amounts set forth in this section 11.2(a):

(i) Tenant shall maintain commercial general liability insurance, and excess liability insurance, including contractual liability, broad form property damage liability, fire legal liability, premises and completed operations, and medical payments, with limits combining all policies of not less than [REDACTED] per occurrence and aggregate, insuring against claims for bodily injury, personal injury and property damage arising from the use, occupancy or maintenance of the Premises and the Property. The policies shall contain an exception to any pollution exclusion which insures damage or injury arising out of heat, smoke or fumes from a hostile fire. Any general aggregate shall apply on a per occurrence basis.

(ii) If Tenant uses owned, hired or non – owned vehicles, Tenant shall maintain business auto liability insurance with limits not less than [REDACTED] per accident covering such vehicles.

(iii) Tenant shall maintain, and shall cause Tenant and Tenant's Related Entities to maintain, worker's compensation insurance in statutory limits as required by California law, and such other forms of insurance as may from time to time be required by Applicable Law or may otherwise be reasonably necessary to protect Landlord and the Premises from claims of any person who may at any time work on the Premises, whether as a servant, agent, or employee of Tenant or otherwise. The foregoing insurance shall be maintained at the expense of Tenant or Tenant's Related Entities, and not at the expense of Landlord. In addition, Tenant shall maintain employer's liability insurance which affords coverage of not less than [REDACTED] per occurrence.

(iv) Tenant shall maintain property insurance for the perils covered by a standard fire insurance policy, extended coverage perils and vandalism and malicious mischief,

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including coverage for increased costs due to changes in building codes and, if applicable, boiler machinery and pressure vessel insurance.

(v) All other insurance that Tenant customarily maintains to adequately protect the Premises, consistent with Tenant's insurance program for other similar properties. Landlord may from time to time request such reasonable evidence that the Premises are being so insured by Tenant.

(b) In addition to the insurance required by section 11.2(a), but only to the extent not covered by other property insurance maintained by Tenant, Tenant (or Tenant's Related Entities) shall obtain and keep in force during the period of any construction comprehensive "all risk" or "special form" builder's risk insurance, including vandalism and malicious mischief. Such builder's risk insurance shall cover all portions of the Improvements under construction on the Premises or other portions of the Property, all portions of the Infrastructure under construction on the Property, all materials stored at the Premises or the Property by Tenant or Tenant's Related Entities and furnished under a Construction Contract, and all materials that have been placed in due course of transit to the Premises when such storage or transit is at the risk of, or when title to or an insurable interest in such materials, has passed to Tenant or Tenant's Related Entities (excluding any tools and equipment, and property owned by the employees of Tenant's Related Entities). Such builder's risk insurance shall be written on a completed value basis in an amount not less than the full estimated replacement cost of such Improvements and Off-Site Improvements that are stored or in transit, as applicable.

(c) All deductibles under any insurance policy described in this section 11.2 shall be consistent with Tenant's company-wide insurance program and shall be paid by Tenant.

11.3 Insurance Requirements.

(a) All insurance and all renewals thereof shall be issued by companies with a rating of at least "A-" "VII" (or its equivalent successor) or better in the current edition of Best's Insurance Reports (or its equivalent successor, or, if there is no equivalent successor rating, otherwise mutually acceptable to the Parties).

(b) Each policy shall provide that the policy shall not be canceled or materially altered without [REDACTED] prior written notice to Landlord [REDACTED] in the case of cancellation for non – payment of premiums) and shall remain in effect notwithstanding any such cancellation or alteration until such notice shall have been given to Landlord and such period of [REDACTED], if applicable) shall have expired; provided, however, if any insurance company of Tenant agrees only to "endeavor" to notify Landlord of cancellation or alteration of any such insurance policy, then it shall be the responsibility of Tenant to notify Landlord at least [REDACTED] prior to such cancellation or alteration of insurance coverage.

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(c) The commercial general liability and any automobile liability insurance shall be endorsed to name Landlord (and any other parties reasonably designated by Landlord) as an additional insured and shall be primary and noncontributing with any insurance which may be carried by Landlord.

(d) Tenant shall deliver certificates of insurance and endorsements, in form reasonably acceptable to Landlord, to Landlord upon the Effective Date and thereafter during the Term prior to the expiration of each policy. Such documents shall be delivered to the address for certificate holder set forth below. If Tenant fails to insure or fails to furnish any such insurance certificate or endorsement, and after such opportunity to cure as shall be reasonable under the circumstances, Landlord shall have the right from time to time to effect such insurance for the benefit of Tenant or Landlord or both of them, and Tenant shall pay to Landlord on written demand, as Additional Rent, all premiums paid by Landlord. Each certificate of insurance shall list the certificate holder as follows:

NASA Ames Research Center
Office of the Chief Counsel, Mail Stop 200-12
Bldg. 200, Rm 234
P.O. Box 1
Moffett Field, CA 94035-0001

(e) No approval by Landlord of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by Landlord of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible. By requiring insurance herein, Landlord makes no representation or warranty that coverage or limits will necessarily be adequate to protect Tenant, and such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities granted to Landlord in this Lease.

(g) Failure of Landlord to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Landlord to identify a deficiency from evidence that is provided shall not be construed as a waiver of Tenant's obligation to maintain such insurance.

11.4 Subrogation. Tenant waives on behalf of all insurers under all policies of insurance now or hereafter carried by Tenant insuring or covering the Premises, or any portion or any contents thereof, or any operations therein, all rights of subrogation which any such insurer might otherwise, if at all, have to any claims of Tenant against Landlord. Tenant shall procure from each of the insurers under all such policies of insurance a waiver of all rights of subrogation which the insurer might otherwise, if at all, have to any claims of Tenant against Landlord as required by this section 11.4 stating substantially the following: "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

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ARTICLE 12
Assignment and Subletting

12.1 Financing Transaction. Tenant may, without the consent of, but with written notice to, Landlord, enter into a Financing Transaction with respect to a Subject Property with any Mortgagee provided such Financing Transaction is not with an entity described in sections 12.3(b) through 12.3(f), any of which shall require the written consent of Landlord, which Landlord shall not unreasonably withhold, condition or delay. As may be necessary in connection with a Financing Transaction, the Premises shall be parcelized as provided in section 5.8. Tenant shall not be released from any of its obligations under this Lease (or any restatement of this Lease in connection with such Financing Transaction), in connection with or as a result of the consummation of such Financing Transaction.

12.2 Pre-Construction Assignment. Tenant shall not, directly or indirectly, without the prior written consent of Landlord (which consent Landlord shall not unreasonably withhold, condition or delay), enter into a Pre-Construction Assignment with respect to a Subject Property. Without limiting the foregoing, Tenant agrees that it shall be reasonable for Landlord to withhold its consent to Tenant's request to enter into an Assignment pursuant to this section 12.2 if the proposed transferee, in Landlord's reasonable judgment, is a person or entity described in any of sections 12.3(a) through 12.3(f). If Landlord consents to the Pre-Construction Assignment, the Premises, as may be necessary, shall be parcelized as provided in section 5.8, and Tenant shall be released from all of its obligations under this Lease with respect to the Subject Property that arise or occur after the date such Pre-Construction Assignment is consummated.

12.3 Post-Construction Assignment. Tenant shall have the right, upon prior written notice to Landlord, to enter into one or more Post-Construction Assignments with respect to any Subject Property pursuant to this section 12.3 without the consent of Landlord, unless the proposed transferee, in Landlord's reasonable judgment:

(a) Is not itself a person or entity with at least [REDACTED]' experience in managing and operating large-scale, high-density residential, retail or mixed-use rental developments in the State of California, or has not engaged such a person or entity to manage and operate the Subject Property on its behalf pursuant to a property management agreement, asset management agreement or joint venture agreement;

(b) Is a citizen of, or is incorporated to do business in, a country, person or entity on the U.S. Department of Treasury, U.S. Department of Commerce and/or U.S. Department of State sanctions lists ("U.S. Sanctions Lists"); is a sanctioned person or entity on one or more of the U.S. Sanctions Lists; is from a country determined by the U.S. Department of State to be a State Sponsor of Terrorism pursuant to section 40 of the Arms Export Control Act (22 U.S.C. § 2780) and section 620A of the Foreign Assistance Act (22 U.S.C. § 2371);

(c) Comprises a security risk to the United States;

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(d) Is "China" or any "Chinese-owned company," pursuant to section 530 of the Consolidated Appropriations Act, 2017 (Public Law 115-31) and any applicable subsequent legislation. "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China;

(e) Is an Excluded Contractor.

If, in its reasonable judgment, Landlord determines that a proposed transferee in connection with any Post-Construction Assignment is described in any of the preceding clauses (a) through (e), then Landlord shall have the right, within [REDACTED] following receipt of the above described notice from Tenant, to approve or disapprove such Post-Construction Assignment in its good-faith discretion. Upon an Assignment permitted under this section 12.3, the Premises shall be parcelized as provided in section 5.8. As of the consummation of such Assignment, Tenant shall be released from all of its obligations under this Lease (or any restatement of this Lease) with respect to the Subject Property that arise or occur after the date such Assignment is consummated. In no event shall Tenant be relieved from its obligations under this Lease (or any restatement of this Lease) with respect to all portions of the Premises other than the Subject Property.

Further, in the event of any transaction involving investment or acquisition by a foreign entity, Tenant will ensure, and provide documentation to Landlord establishing that all approvals and clearances required by law, including, but not limited to, clearances required by section 721 of the Defense Production Act of 1950, as amended, (50 U.S.C. App. 2061 et seq.) have been obtained prior to any Pre-Construction, Post-Construction Assignment or subordination of the rights and liabilities of Tenant under this Lease.

12.4 Sublease of Space.

(a) Sublease of Space for Retail Project and Ancillary Uses. With respect to the Retail Project and Ancillary Uses, Tenant may, with notice to, but without the consent of Landlord, enter into a Sublease of Space provided such Sublease of Space: (i) does not violate the Retail Management Plan, and (ii) is not with an entity described in sections 12.3(b) through 12.3(f) unless approved by Landlord (which shall not be unreasonably withheld, conditioned or delayed). The Sublease of Space must provide that if the subtenant at any time becomes a person or entity falling under any of the categories set forth in sections 12.3(b) through 12.3(f), then Tenant will have a right to terminate such Sublease of Space. If Landlord notifies Tenant that a subtenant has been identified by Landlord as a person or entity falling under any of the categories set forth in sections 12.3(b) through 12.3(f), and on that basis, Landlord reasonably disapproves of such subtenant, then Tenant will promptly exercise and enforce its right to terminate the Sublease of Space for such subtenant. Tenant shall not be released from any of its obligations under this Lease, in connection with or as a result of the consummation of any Sublease of Space. Landlord shall, promptly following Tenant's request, enter into a mutually

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acceptable nondisturbance and attornment agreement with any subtenant subleasing space in the Improvements, provided that the Sublease of Space in question provides: (i) for regular payments of rent throughout the term of such Sublease of Space; (ii) that such Sublease of Space is subject to the provisions of this Lease; (iii) that the only consideration for possession of the subleased space is in the form of rent and no rent is to be paid more than [REDACTED] in advance; and (iv) that Landlord shall have no liability for prior acts, omission or defaults of Tenant as sublessor under the Sublease of Space.

(b) Sublease of Space for Housing Project. With respect to the Housing Project, Tenant may sublease each Housing Unit without notice to or the consent of Landlord, subject to the provisions of the Housing Management Plan. Tenant shall not be released from any of its obligations under this Lease in connection with or as a result of the consummation of any Sublease of Space. Landlord shall, promptly following Tenant's request, enter into a mutually acceptable nondisturbance and attornment agreement with any subtenant subleasing space in the Improvements, provided that the Sublease of Space in question provides: (i) for regular payments of rent throughout the term of such Sublease of Space; (ii) that such Sublease of Space is subject to the provisions of this Lease; (iii) that the only consideration for possession of the subleased space is in the form of rent and no rent is to be paid more than [REDACTED] in advance; and (iv) that Landlord shall have no liability for prior acts, omission or defaults of Tenant as sublessor under the Sublease of Space.

12.5 Transactions with Affiliates and Other Permitted Transfers. Notwithstanding the provisions of sections 12.1, 12.2, 12.3 and 12.4, Tenant may enter into (i) an Assignment or a Sublease of Space with an Affiliate and (ii) a Transfer of this Lease at any time in connection with a merger, consolidation or other reorganization affecting Tenant or a transfer of all or substantially all of the assets of Tenant shall be permitted, in either case without Landlord's prior written consent; provided, however, that, Tenant shall give Landlord prior written notice of any such Transfer. In the event any transaction herein involves the investment or acquisition by a foreign entity that is an Affiliate, Tenant will ensure, and provide documentation to Landlord establishing, that all approvals and clearances required by law, including, but not limited to, clearances required by section 721 of the Defense Production Act of 1950, as amended, (50 U.S.C. App. 2061 et seq.) have been obtained prior to any assignment or subordination of the rights and liabilities of Tenant under this Lease.

12.6 Procedure. If Tenant wishes to enter into any of the Transfers described in sections 12.1 through 12.4, Tenant shall give written notice to Landlord identifying the intended transferee by name and address and specifying that such transferee (a) does not violate the Retail Management Plan or the Housing Management Plan, as applicable, and (b) is not with an entity described in sections 12.3(b) through 12.3(f). If Landlord's consent to the intended Transfer is required, for a period of [REDACTED] after such written notice requesting Landlord's consent is given by Tenant, Landlord shall determine whether or not to consent to the intended Transfer in accordance with this ARTICLE 12. Landlord shall deliver to Tenant written notice of its determination on or before the last day of the review and approval period. Failure to

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provide a response within such review and approval period shall be deemed written consent by Landlord to the proposed Transfer. Consummation of any Transfer which requires Landlord's consent without the prior written consent of Landlord and compliance with any conditions to consummation set forth in this ARTICLE 12 shall be void. If Landlord's consent is requested for a Transfer, Tenant shall reimburse Landlord for the reasonable, third party out-of-pocket expenses Landlord has incurred in connection with evaluating the proposed Transfer (excluding attorneys' fees).

12.7 Completion of Transfer. Tenant may complete a Transfer pursuant to sections 12.2 or 12.3 (provided that Landlord consents thereto if such consent is required) subject to the following covenants, as applicable: (a) the Transfer shall be on substantially the same terms as set forth in the written notice given by Tenant to Landlord; (b) no Transfer shall be valid and no transferee shall take possession of the Premises or any part thereof until (i) an executed duplicate original of all applicable documentation has been delivered to Landlord, and (ii) if applicable, Landlord has entered into such restated leases with Tenant and with such transferee as may be required pursuant to section 5.8; (c) with respect to an Assignment, the transferee shall agree to pay to Landlord the portion of the amount of Rent then in effect and allocable to the applicable Subject Property when the same becomes due and payable; and (d) Tenant agrees that, to the extent the same is not otherwise covered by the terms of a restated lease to be entered into by and between Landlord and the transferee covering the Subject Property in question, the instrument by which any such Transfer is accomplished (whether or not Landlord's consent is not required) shall expressly provide that the transferee will perform all of the covenants to be performed by Tenant under this Lease (only insofar as such covenants relate to the Subject Property or Parcel subject to such Transfer) as and when performance is due after the effective date of the Transfer and that Landlord will have the right to enforce such covenants directly against such transferee. Any purported Transfer without an instrument containing the foregoing provisions (as applicable to the Transfer in question) shall be void.

12.8 Other Requirements. The acceptance of Rent by Landlord from any other person or entity shall not be deemed to be a waiver by Landlord of any provision of this Lease. Consent to one such Transfer shall not be deemed consent to any subsequent Transfer.

ARTICLE 13 Mortgages

13.1 Right to Mortgage. Tenant may, subject to the provisions of section 12.1, at any time and from time to time, Mortgage all or any portion of the right, title and interest of Tenant in the leasehold estate created by this Lease and in any or all Improvements on the Premises or any Parcel to one or more Mortgagees for security for a loan or loans or other obligations of Tenant. However, the making of a Mortgage shall in no event constitute an assumption by Mortgagee of Tenant's obligations under this Lease. Concurrently with executing each Mortgage, Tenant shall furnish Landlord with the name and address of the Mortgagee and shall prepare and deliver to Landlord a request for notice of default in recordable form providing that

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Landlord shall receive copies of notices of default under that Mortgage at the address for notice to Landlord set forth in the **Basic Lease Information**.

13.2 Mortgagee's Rights. Any Mortgagee shall have the right at any time during the Term:

(a) To do any act required of Tenant hereunder, and all such acts done or performed shall be effective to prevent a termination of this Lease, as if the same had been done or performed by Tenant;

(b) To rely on the security afforded by the leasehold estate and to acquire and to succeed to the interest of Tenant hereunder by foreclosure, whether by judicial sale, by power of sale contained in any security instruments, or by assignment or deed given in lieu of foreclosure, and thereafter convey or assign title to the leasehold estate so acquired to any other person as provided in section 12.3; and

(c) To enforce its Mortgage and acquire title to the leasehold estate and any Improvements on the Premises in any lawful manner and, pending foreclosure of such Mortgage, may take possession of and enter into one (1) or more Subleases of Space in accordance with section 12.4, and upon foreclosure of such Mortgage may enter into one (1) or more Assignments of this Lease as provided in section 12.3.

However, Mortgagee shall not be liable to perform Tenant's obligations under this Lease until Mortgagee acquires Tenant's rights by foreclosure or deed in lieu of foreclosure, and then, only as set forth in the following sentence. After acquiring Tenant's rights, Mortgagee shall be liable to perform Tenant's obligations under this Lease to the extent arising from and after the date of such Acquisition. Mortgagee shall not, however, be required to cure Tenant's defaults occurring before Mortgagee's acquisition of Tenant's rights by foreclosure or deed in lieu of foreclosure. The obligation of Mortgagee for the performance of the terms of this Lease shall terminate upon the Assignment of the right, title and interest of Mortgagee in the leasehold estate for the Premises to any other person or entity in accordance with section 12.3.

13.3 Cure by Mortgagee. Until the earlier of the time, if any, that the Mortgage has been satisfied or Mortgagee has given written notice that the Mortgage has been satisfied, if an Event of Default occurs which is not cured within the time allowed in ARTICLE 14, Landlord shall not terminate this Lease by reason of such Event of Default by Tenant if and so long as:

(a) All defaults referenced in the notice of default given by Landlord to Tenant and to Mortgagee that can be cured by the payment of money only are cured within [REDACTED] days after the later of (i) the date such notice of default is given by Landlord to such Mortgagee or (ii) the date by which Tenant was required to have made such payment pursuant to section 14.1(a);

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(b) With respect to all non-monetary defaults referenced in the notice of default given by Landlord to Tenant and to Mortgagee that reasonably can be cured by Mortgagee (in light of the fact that it does not have the right to possession of the Premises and Improvements thereon), the curing of same is commenced within [REDACTED] after the date on which Landlord notifies Mortgagee that Tenant has failed to cure such default pursuant to section 14.1(b) and thereafter is prosecuted diligently to completion by or on behalf of Mortgagee; and

(c) With respect to all other non-monetary defaults referenced in the notice of default given by Landlord to Tenant and to Mortgagee that are incurable by nature or which cannot reasonably be cured by Mortgagee because it does not have the right to possession of the Premises and Improvements thereon, within [REDACTED] from the date Landlord gives such notice or as soon thereafter as is permitted by Applicable Law, Mortgagee (i) initiates foreclosure, judicially or by trustee's sale, of the Mortgage and thereafter proceeds diligently to foreclose the Mortgage or to acquire by other means Tenant's leasehold estate, and (ii) keeps and performs all of the covenants and conditions of this Lease requiring the payment of money and those non - monetary covenants and conditions reasonably susceptible of performance by Mortgagee, subject to the notice and grace period provisions of ARTICLE 14. Failing either of (i) or (ii) above, Landlord shall be released automatically from its covenant to forbear from terminating this Lease and may, at its option thereafter, terminate this Lease forthwith. The time period for Mortgagee to initiate foreclosure of the Mortgage and to proceed diligently therewith in accordance with this section shall be tolled during such time as Mortgagee is legally stayed (as in the case of a bankruptcy proceeding) or enjoined from so proceeding, provided that Mortgagee has taken reasonable action to obtain relief from such stay or injunction. Nothing herein shall be construed to extend the Term beyond the then current Expiration Date. If all Events of Default to which this section 13.3(c) applies have been cured prior to the completion of foreclosure of the Mortgage, Mortgagee need not complete such foreclosure.

13.4 New Lease. If this Lease terminates by reason of an Event of Default of Tenant, or if this Lease is disaffirmed in a bankruptcy proceeding affecting Tenant, and if, within [REDACTED] after such termination or disaffirmation, Mortgagee delivers written notice to Landlord requesting Landlord to enter into a new lease of the Premises or such portion thereof as was covered by the Mortgage of such Mortgagee, then Landlord shall enter into a new lease with Mortgagee (or its nominee), within [REDACTED] after Mortgagee's notice is deemed delivered. Simultaneously with the giving of its notice to request a new lease, Mortgagee shall deliver to Landlord a written instrument (in a form reasonably acceptable to Landlord) agreeing to cure all Events of Default of Tenant under this Lease or the portion hereof that is applicable to such Mortgagee (other than Events of Default which cannot reasonably be cured by Mortgagee) as soon as is reasonably possible. The new lease shall commence, and rent and all obligations of the tenant under the new lease shall accrue, as of the date of termination or disaffirmation of this Lease. The term of the new lease shall continue for the period which would have constituted the remainder of the Term of this Lease had this Lease not been terminated or disaffirmed, including any rights to extend the Term, and shall be upon all of the terms, covenants, conditions,

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conditional limitations and agreements contained in this Lease which were in force and effect immediately prior to the termination or disaffirmation of this Lease. The new lease, and this covenant, shall be superior to all rights, liens and interests other than those to which this Lease was subject immediately prior to termination or disaffirmation and those matters to which this Lease may, by its terms, become subject. The provisions of the immediately preceding sentence shall be self-executing, except that Landlord shall execute the new lease. Each subtenant, if any, of space in the Improvements whose sublease was in force immediately prior to the delivery of the new lease shall attorn to the tenant under the new lease, unless the tenant, at its option, elects to dispossess any such subtenant or otherwise terminate its sublease. Each subtenant who hereafter subleases space within the Improvements shall be deemed to have agreed to the provisions of this section 13.4. The foregoing shall not be deemed to obligate Landlord to keep any sublease in force after the time period for Mortgagee's delivery of its request for a new lease has expired, nor shall Landlord have any obligation to terminate any sublease or to dispossess any subtenant prior to or after the expiration of such time period. Mortgagee shall, simultaneously with the delivery of the new lease, pay (a) all Rent and other sums of money due under this Lease (or any restatement of this Lease made in connection with such Financing Transaction) on the date of termination or disaffirmation of this Lease and remaining unpaid, plus (b) all rent and other sums of money due under the new lease. Simultaneously therewith, Landlord shall pay over to Mortgagee any rentals, less costs and expenses of collection, received by Landlord between the date of termination or disaffirmation of this Lease and the date of execution of the new lease, from subtenants or other occupants of the Premises, which shall not theretofore have been applied by Landlord towards the payment of Rent or any other sum of money payable by Tenant or towards the cost of operating the Premises or performing the obligations of Tenant hereunder.

If Mortgagee exercises its right to obtain a new lease, but fails to execute the new lease when tendered by Landlord (so long as such new lease conforms to the terms of this Lease as applicable to the portion of the Premises to be covered thereby), or fails to comply timely with the other provisions of this section 13.4, Mortgagee shall have no further rights to a new lease or any other rights under this Lease. If Mortgagee shall, however, execute a new lease, then Mortgagee shall be entitled to enter into an Assignment to a third party in accordance with section 12.3, and upon such Assignment, Mortgagee shall be relieved prospectively of all liability under the new lease.

13.5 Mortgagee Consent to Modification of Lease. Until the earlier of the time, if any, that the Mortgage has been satisfied or Mortgagee has given written notice that the Mortgage has been satisfied, Landlord shall not, without the prior written consent of Mortgagee, accept any surrender of this Lease, consent to any material modification hereof or consent to the Transfer hereof, or of any part or portion, of the Term created hereby or of any interest therein.

13.6 Notice. Service of any notice required to be served upon Mortgagee under this Lease at the address contained in the recorded request for notice of default (or at such other address as Mortgagee has last specified by written notice to Landlord) shall be deemed to be

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made upon actual receipt. No notice of default, notice of intention to terminate this Lease, or notice of termination of this Lease which is given by Landlord to Tenant shall be binding upon or affect Mortgagee unless a copy of said notice has been given at substantially the same time to Mortgagee at the address contained in the recorded request for notice of default under this Lease or at such other address as Mortgagee has last specified by written notice to Landlord and all extended notice, grace and/or cure periods provided to such Mortgagee pursuant to this ARTICLE 13 have expired.

13.7 Modification for Mortgagee. If, in connection with obtaining construction, interim or permanent financing for a Phase of Improvements, Mortgagee shall request reasonable modifications or amendments to this Lease as a condition to financing, Landlord will execute and deliver an amendment to this Lease reflecting the same; provided that such modifications do not materially decrease the monetary obligations of Tenant hereunder or materially increase the monetary obligations of Landlord hereunder.

ARTICLE 14

14.1 [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

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(d)

[REDACTED]

(e)

[REDACTED]

14.2

[REDACTED]

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14.3 Continuation. If an Event of Default occurs, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession (to the extent permitted pursuant to section 14.2), and Landlord shall have the right to enforce all its rights and remedies under this Lease, including the right to recover all Rent as it becomes due under this Lease. Acts of maintenance or preservation or efforts to relet the Premises or the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession unless written notice of termination is given by Landlord to Tenant to the extent permitted pursuant to section 14.2. Notwithstanding the foregoing, Landlord shall have no right to make any efforts to relet the Premises following an Event of Default unless and until Landlord is entitled to deliver, and has delivered, a termination notice pursuant to Section 14.2. Notwithstanding anything else to the contrary herein, if following the occurrence of an Event of Default, Tenant elects, in its sole discretion, not to cure the applicable Event of Default and to abandon the Premises by delivering written notice of such election to Landlord, then immediately upon delivery of such notice, Tenant's right to possession of the Premises shall terminate and this Lease shall terminate and the provisions of section 3.5 shall apply

14.4 Remedies Cumulative. Upon the occurrence of an Event of Default, Landlord shall have the right to exercise and enforce all rights and remedies granted or permitted by law, subject to the limitations set forth in section 14.2 and the limitations on Tenant's liability for unpaid Rent for the balance of the Term after termination of this Lease provided for in section 14.2. The remedies provided for in this Lease are cumulative and in addition to all other remedies available to Landlord at law or in equity by statute or otherwise. Exercise by Landlord of any remedy shall not be deemed to be an acceptance of surrender of the Premises by Tenant, either by agreement or by operation of law. Surrender of the Premises can be effected only by the written agreement of Landlord and Tenant.

14.5 Tenant's Primary Duty. All agreements and covenants to be performed or observed by Tenant under this Lease shall be at Tenant's sole cost and expense and without any abatement of Rent except to the extent otherwise expressly provided herein. If an Event of Default occurs hereunder as a consequence of Tenant's failure to pay any sum of money to be paid by Tenant, Landlord shall have the right, but shall not be obligated, and without waiving or releasing Tenant from any obligations of Tenant, to make any such payment on behalf of Tenant in accordance with this Lease. All sums so paid by Landlord and all costs incurred or paid by Landlord shall be deemed Additional Rent hereunder and Tenant shall pay the same to Landlord on written demand, together with interest on all such sums and costs from the date of expenditure by Landlord to the date of repayment by Tenant at the rate of [REDACTED].

14.6 Abandoned Property. If Tenant abandons the Premises, or is dispossessed by process of law or otherwise, all Improvements made by Tenant and left in the Premises, and all Personal Property belonging to Tenant and left in the Premises, other than the Infrastructure Improvements as more particularly set forth on Exhibit W, shall be deemed to be abandoned. Landlord shall have no obligation to maintain such Improvements or Personal Property on behalf

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of Tenant and shall incur no liability as a result. Landlord may, at its option, dispose of the same as authorized by the Government.

14.7 Landlord Default. If Landlord defaults under this Lease, Tenant shall give written notice to Landlord specifying such default with particularity, and Landlord shall have [REDACTED] after receipt of such notice within which to cure such default. In the event of any default by Landlord, except as expressly set forth herein to the contrary, Tenant's exclusive remedy shall be an action for damages, injunction, declaratory judgment or specific performance.

ARTICLE 15

Damage or Destruction

15.1 Restoration. If any building or other Improvement, or any part thereof, is damaged by fire or other casualty during the Term, and this Lease is not terminated pursuant to section 15.2, then Tenant shall promptly comply with the requirements of any applicable Mortgage and, if required thereby and subject to the availability of sufficient insurance (together with any deductible with respect thereto), shall commence and complete the repairs, restoration, redevelopment and rebuilding thereof to substantially the same condition, utility and character in which the same existed before the occurrence of such fire or other casualty and this Lease shall remain in full force and effect. In the event Landlord as loss payee has received any insurance proceeds as a consequence of such casualty, Landlord shall deliver such insurance proceeds to or as directed by Tenant to be applied either to pay down any debt obligations secured by a Mortgage or to complete such repairs, restoration, redevelopment and rebuilding.

15.2 Termination of Lease. If any building or other Improvement, or any part thereof, are damaged by fire or other casualty during the last [REDACTED] of the then – current Term, then Tenant shall have the right, by giving written notice to Landlord within [REDACTED] after the occurrence of such fire or other casualty, to terminate this Lease (or the applicable portion of the Premises, in which case the terms of section 5.8 shall apply) as of the date of such notice. If Tenant does not duly exercise the right to terminate this Lease, in whole or in part as the case may be, in accordance with this section 15.2, Tenant shall proceed in accordance with section 15.1 and this Lease shall remain in full force and effect. If this Lease is terminated in whole or in part, Tenant shall remove any damaged building or other Improvement to the extent required by Landlord and any debris, and Tenant shall deliver the Premises (or the applicable portion thereof) and any undamaged buildings or other Improvements in a neat and orderly condition. If Tenant fails to do so, any net insurance proceeds shall be paid first to Landlord to remove such buildings or other Improvements and debris, and the balance shall be paid to Tenant or any Mortgagee in accordance with the terms of the Mortgage or such other agreement between Tenant and Mortgagee.

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ARTICLE 16
Eminent Domain

16.1 Notice of Taking. Tenant or Landlord, as the case may be, shall deliver to the other Party written notice of each Taking promptly after such Party receives notice of or otherwise becomes aware of the commencement of proceedings for a Taking or negotiations which might result in a Taking. Any such notice shall identify the entity exercising the power of eminent domain and shall describe in reasonable detail the nature and extent of the Taking (or negotiations, as the case may be). Landlord and Tenant may each file and prosecute their respective claims for an award, but all awards and other payments on account of a Taking shall be paid in accordance with this ARTICLE 16. With respect to their respective claims for an award, Landlord's claim shall be based upon and limited to the value of the Premises as unimproved and encumbered by this Lease, and Tenant's claim shall be based upon the value of its leasehold estate hereunder plus all Improvements and Infrastructure constructed by Tenant (including severance damages) as well as Tenant's Personal Property, goodwill and relocation costs; provided, however, that, if required under the terms of any Mortgage, the award shall first be paid to the applicable Mortgagee to the extent of the indebtedness owing under such Mortgage (and the amount of any award otherwise payable to Tenant shall be reduced by the amount thereof paid to any such Mortgagee).

16.2 Total Taking. If a Total Taking occurs, this Lease shall terminate as of the date of the Taking. Each Party shall be entitled to its award and other amounts paid on account of the Total Taking for its interest in the Premises and this Lease. With respect to such award and other amounts payable to Tenant, the same shall be paid to Tenant and any Mortgagee as provided in the Mortgage or other agreement between Tenant and such Mortgagee.

16.3 Partial Taking. If a Partial Taking occurs, this Lease shall terminate as to the portion of the Premises so taken and shall remain in effect as to the portion remaining (except that Rent shall abate as provided in section 16.4). In such case, and subject to the availability of funds from the Award sufficient for same, Tenant shall promptly commence and complete repairs, restoration and rebuilding of the portion of the Premises and the Improvements remaining immediately after the Partial Taking to an architecturally complete and economically viable condition consistent with the then current Entitled Use.

16.4 Abatement of Rent. If a Partial Taking occurs, then, from and after the date the Partial Taking is effective, Base Rent shall be equitably reduced based upon the Square Feet of Retail Spaces and number of Housing Units of the Premises and Improvements subject to such Partial Taking; and the Entitled Use shall thereafter reflect the Premises as reduced by such Partial Taking. All Additional Rent that is calculated by reference to the Square Feet of the Improvements shall be reduced in the proportion that the Square Feet of the Improvements so taken bears to the total Square Feet of the Improvements immediately before such Partial Taking.

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16.5 Temporary Taking. If a Temporary Taking of all or any part of the Improvements or the Premises occurs during the Term (i) this Lease shall not be affected in any way; (ii) Tenant shall continue to pay and perform all of its obligations hereunder; and (iii) any award made as a result of said Temporary Taking shall be paid solely to Tenant.

ARTICLE 17

Sale or Conveyance; Estoppel Certificates

17.1 Sale or Conveyance of the Property. If the original Landlord hereunder, or any successor owner of the Property, sells or conveys the Property, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease first arising or accruing from and after such sale or conveyance shall terminate and the original Landlord, or such successor owner, shall automatically be released therefrom, and thereupon all such liabilities and obligations shall be binding upon the new owner. Tenant agrees to attorn to such new owner. The foregoing shall not be deemed a waiver of any rights or remedies that Tenant may have against the original Landlord or any successor owner of the Property arising out of or relating to acts, events or circumstances existing or occurring prior to the date of such sale or conveyance.

17.2 Estoppel Certificates.

(a) At any time and from time to time, Tenant shall, within [REDACTED] after written request by Landlord, execute, acknowledge and deliver to Landlord a certificate certifying: (i) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the date and nature of each modification); (ii) the Effective Date and the Expiration Date and the date, if any, to which all Rent and other sums payable hereunder have been paid; (iii) that no notice has been received by Tenant of any Event of Default by Tenant which has not been cured, except as to defaults specified in such certificate; (iv) that to the actual knowledge of the person signing such certificate, without investigation or inquiry, Landlord is not in default under this Lease, except as to defaults specified in such certificate; and (v) such other matters as may be reasonably requested by Landlord or any actual or prospective purchaser or mortgage lender. Any such certificate may be relied upon by Landlord and any actual or prospective purchaser or mortgage lender of the Property or any part thereof. Notwithstanding the foregoing, it shall not be deemed an Event of Default hereunder if Tenant shall fail to timely deliver any certificate described in this section 17.2(a).

(b) At any time and from time to time, Landlord shall, within [REDACTED] [REDACTED] after written request by Tenant or any Mortgage, execute and deliver to Tenant or such Mortgagee, a certificate certifying: (i) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the date and nature of each modification); (ii) the Effective Date and the Expiration Date and the date, if any, to which all Rent and other sums payable hereunder have been paid; (iii) that

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no notice has been received by Landlord of any default by Landlord hereunder which has not been cured, except as to defaults specified in such certificate; (iv) that to the actual knowledge of the person signing such certificate, without investigation or inquiry, Tenant is not in default under this Lease, except as to defaults specified in such certificate; and (v) such other matters as may be reasonably requested by Tenant or any such existing or prospective Mortgagee, assignee or sublessee. Any such certificate may be relied upon by Tenant, any such existing or prospective Mortgagee, assignee or sublessee (or, if any Mortgagee has acquired Tenant's leasehold estate pursuant to ARTICLE 13, to a prospective transferee of such Mortgagee).

17.3

ARTICLE 18

Notices

18.1 Method. Except as otherwise specifically provided in this Lease, all requests, approvals, consents, notices and other communications under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery, courier or air express service), and addressed to the applicable Party as specified in the **Basic Lease Information** (or to such other personnel or place as a Party may from time to time designate in a written notice to the other Party). Such requests, approvals, consents, notices and other communications shall be effective on the date: of receipt (evidenced by the certified mail receipt) if delivered by United States mail; or of hand delivery if hand delivered. If any such request, approval, consent, notice or other communication is not received or cannot be delivered due to a change in the address of the receiving Party of which notice was not previously given to the sending Party or due to a refusal to accept by the receiving Party, such request, approval, consent, notice or other communication shall be effective on the date delivery is attempted. Any request, approval, consent, notice or other communication under this Lease may be given on behalf of a Party by the attorney for such Party.

18.2 Mishaps.

(a) During the Term, if a Mishap occurs on or about the Premises, Tenant shall promptly notify Landlord by telephoning the NASA ARC Safety, Health and Medical Services Division at (650) 604-5602. The Center Director reserves the right to investigate any Mishap in accordance with Landlord's policies and procedures.

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(b) Tenant shall inform its Affiliates, contractors and subtenants occupying or subleasing each of the Retail Spaces and Ancillary Uses that each such employer shall comply with all applicable Federal Occupational Safety and Health Administration ("OSHA") requirements and shall promptly notify OSHA and Landlord of any OSHA-reportable mishap on the Premises by telephoning the NASA ARC Safety, Health and Medical Services Division at (650) 604-5602.

18.3 Current Officials. Landlord shall endeavor to deliver to Tenant notice of changes in the Center Director and the CBO; provided, however, Landlord shall not incur any liability as a result of its failure to do so.

ARTICLE 19
Miscellaneous

19.1 General. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The words "approval," "consent," "notice" and "notification" shall be deemed to be preceded by the word "written." If there is more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. Time is of the essence of this Lease and each and all of its provisions. This Lease shall benefit and bind Landlord and Tenant and the permitted personal representatives, heirs, successors and assigns of Landlord and Tenant. The liability of Tenant under this Lease shall survive the termination of this Lease with respect to acts or omissions that occur before such termination. If any provision of this Lease is determined to be illegal or unenforceable, such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. Article and section headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way limiting or amplifying the provisions thereof.

19.2 Delay.

(a)

[REDACTED]

(b)

[REDACTED]

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[REDACTED]

(c)

[REDACTED]

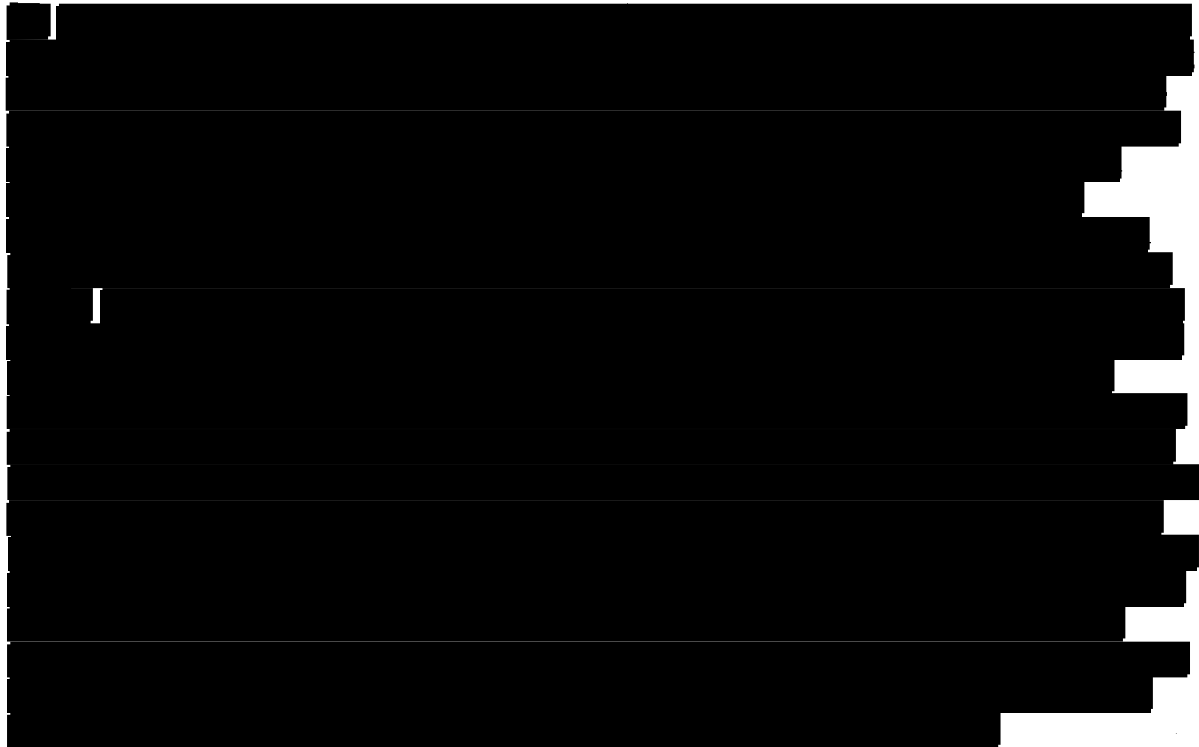
19.3 Cooperation; Further Assurances. In light of the long – term nature of this Lease and the significant investments that the Parties will make over the Term, the Parties agree that they shall cooperate reasonably in the conduct of the landlord/tenant relationship arising hereunder. The Parties agree to cooperate with each other to minimize adverse impacts to, and unreasonably interference with, the other Party's operations and activities on and about the Property or the Premises as the case may be. The Parties further acknowledge that this Lease and the proposed development of the Premises may generate public inquiries, including inquiries from the media, and the Parties agree to use best efforts to address such inquiries and coordinate responses, as appropriate. During the Term, the Parties agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents and agreements as may be reasonably necessary or proper to carry out the purpose and effect the terms of this Lease. Furthermore, the Parties acknowledge that from time to time during the Term it may be necessary or advisable to modify the terms this Lease to better serve the needs and the relationship of the Parties hereunder, and that in such circumstances the Parties may, upon their mutual agreement, enter into one or more amendments or modifications to this Lease for such purposes.

19.4

[REDACTED]

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19.5 No Waiver. The waiver by Landlord or Tenant of any breach of any covenant in this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant in this Lease, nor shall any custom or practice which may grow up between Landlord and Tenant in the administration of this Lease be construed to waive or to lessen the right of Landlord or Tenant to insist upon the performance by Landlord or Tenant in strict accordance with this Lease. The subsequent acceptance of Rent hereunder by Landlord or the payment of Rent by Tenant shall not waive any preceding breach by Tenant of any covenant in this Lease, nor cure any Event of Default, nor waive any forfeiture of this Lease or unlawful detainer action, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's or Tenant's knowledge of such preceding breach at the time of acceptance or payment of such Rent.

19.6 No Merger of Title. There shall be no merger of the leasehold estate created by this Lease with fee title to the Premises or any portion thereof by reason of the fact that the same person may own or hold both such leasehold estate and fee title. No such merger of title shall occur unless and until all persons, including any Mortgagee, with an interest in either the leasehold estate created by this Lease and fee title to the Premises shall join in a written instrument effecting such merger and shall duly record the same in the Official Records of Santa Clara County, California. The voluntary surrender of this Lease by Tenant to Landlord, or a mutual cancellation thereof, or the termination thereof by Landlord pursuant to any provision contained herein, shall not work a merger, but, at the option of Landlord, and subject to the terms

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of any applicable nondisturbance and attornment agreement, shall either terminate any or all existing subleases or subtenancies hereunder, or operate as an assignment to Landlord of any or all of such subleases or subtenancies.

19.7 No Third Party Beneficiary. Except for a Mortgagee (whose rights and obligations are specifically set forth in ARTICLE 13), this Lease shall not, nor be deemed nor construed to, confer upon any person or entity, other than the Parties hereto, any right or interest, including, without limiting the generality of the foregoing, any third party beneficiary status or any right to enforce any provision of this Lease.

19.8 Representations and Warranties of Tenant. Tenant hereby represents and warrants to Landlord as follows:

(a) Tenant is a limited liability company, duly formed and validly existing under the laws of the State of California.

(b) Tenant has the right, power, legal capacity and authority to enter into and perform its obligations under this Lease, and no approval or consent of any person is required in connection with Tenant's execution and performance of this Lease. The execution and performance of this Lease will not result in or constitute any default or event that would, with notice or lapse of time or both, be a default, breach or violation of the organizational instruments governing Tenant or any agreement or any order or decree of any court or other governmental authority to which Tenant is a party or to which it is subject.

(c) Tenant has taken all necessary action to authorize the execution, delivery and performance of this Lease and this Lease constitutes the legal, valid and binding obligation of Tenant.

(d) All individuals executing this Lease on behalf of Tenant represent that they are authorized to execute and deliver this Lease on behalf of that entity.

19.9 Representations and Warranties of Landlord. Landlord hereby represents and warrants to Tenant as follows:

(a) Landlord has the right, power and authority to enter into this Lease and to cause the Premises to be demised to Tenant in accordance with the terms and conditions hereof, and the entities or individuals executing this Lease are duly authorized and empowered to act for and to bind Landlord. This Lease is a binding obligation of Landlord. The execution, delivery and performance of this Lease by Landlord has been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary on the part of Landlord in order to consummate the transaction contemplated herein.

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(b) No person or entity has any right to acquire the Premises or any part thereof, or to obtain any interest therein. There are no outstanding rights of first refusal, rights of reverter or options to purchase relating to the Premises or any interest therein.

(c) Landlord has received no notice nor has any knowledge that the whole or any portion of the Premises, including access thereto or any easement benefiting the Premises, is subject to temporary requisition of use by any governmental authority or has been condemned, or taken in any proceeding similar to a condemnation proceeding, or is there now pending any condemnation, expropriation or similar proceeding against the Premises or any portion thereof.

(d) Landlord's signatory hereby certifies that this Lease will not have a negative impact on NASA's mission.

(e) All individuals executing this Lease on behalf of Landlord represent that they are authorized to execute and deliver this Lease on behalf of that entity.

19.10 Exhibits. The exhibits and any other attachments specified in this Lease and in the **Basic Lease Information** are hereby made a part of this Lease as if set forth herein in full. Notwithstanding the foregoing, in the event of a conflict between any term, provision, or condition of any Exhibit hereto, and any term, provision or condition set forth in the body of this Lease, the applicable term, provision or condition set forth in the body of this Lease shall govern and control.

19.11 Broker(s). Each Party shall be responsible for the fees and commissions due to any broker or finder engaged by such Party, if any, in the consummation of the transaction contemplated by this Lease.

19.12 Waivers of Jury Trial and Certain Damages. Landlord and Tenant each hereby expressly, irrevocably, fully and forever releases, waives and relinquishes any and all right to trial by jury and any and all right to receive punitive, exemplary and consequential damages from the other (or any past, present or future member, trustee, director, officer, employee, agent, representative, or advisor of the other) with respect to any Claim as to which Landlord and Tenant are parties that in any way (directly or indirectly) arises out of, results from or relates to any of the following, in each case whether now existing or hereafter arising and whether based on contract or tort or any other legal basis: This Lease; any past, present or future act, omission, conduct or activity with respect to this Lease; any transaction, event or occurrence contemplated by this Lease; the performance of any obligation or the exercise of any right under this Lease; or the enforcement of this Lease. Landlord and Tenant reserve the right to recover actual or compensatory damages, with interest, attorneys' fees, costs and expenses as provided in this Lease, for any breach of this Lease.

19.13 Entire Agreement. There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations,

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arrangements, brochures, offers, agreements and understandings, oral or written, if any, between Landlord and Tenant or displayed by Landlord to Tenant with respect to the subject matter of this Lease or the Premises, including, without limitation the RFP and any proposal by Tenant or any of its Affiliates with respect thereto. There are no commitments, representations or assurances between Landlord and Tenant or between any real estate broker and Tenant other than those expressly set forth in this Lease and all reliance with respect to any commitments, representations or assurances is solely upon commitments, representations and assurances expressly set forth in this Lease. This Lease may not be amended or modified in any respect whatsoever except by an agreement in writing signed by Landlord and Tenant.

19.14 Governing Law. Except to the extent the same may be in conflict with the laws of the United States, the laws of the State of California shall govern the validity, construction and effect of this Lease. In instances where the laws of the United States refer to the laws of the state applicable to a transaction, such reference shall be made to the laws of the State of California, including California Civil Code §§ 1542, 1951.2 (as limited by the last sentence of section 14.2) and 1951.4.

19.15 Anti – Deficiency Act. Landlord's ability to perform its obligations under this Lease is subject to the availability of appropriated funds. Nothing in this Lease commits the United States Congress to appropriate funds for the purposes stated herein (pursuant to the Anti – Deficiency Act, 31 U.S.C. § 1341).

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date specified in the **Basic Lease Information**.

Tenant:

MOUNTAIN VIEW HOUSING VENTURES
LLC, a California limited liability company

By: [REDACTED]

[REDACTED]

[REDACTED]

Landlord:

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

By [REDACTED]

Calvin Williams
Assistant Administrator
For Strategic Infrastructure

By [REDACTED]

Deborah L. Feng
Associate Director
NASA Ames Research Center