

ADAPTIVE REUSE LEASE  
BETWEEN  
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
AND  
PLANETARY VENTURES, LLC  
REGARDING  
NASA AMES RESEARCH CENTER EASTSIDE/AIRFIELD

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
ADAPTIVE REUSE LEASE

Basic Lease Information

Effective Date: October 30, 2014.

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

Tenant: PLANETARY VENTURES, LLC, a Delaware limited liability company.

Guarantor: GOOGLE INC., a Delaware corporation.

Premises: The improved real property described in Exhibit A-1, containing approximately 1,000.1 acres of gross land area, located at NASA Ames Research Center, Moffett Field, California. As more particularly described below, the Premises include, among other things, the following buildings and facilities: Hangar One; Hangar Two; Hangar Three; Building 158; the Airfield; and the Golf Course.

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

Initial Lease Term: Sixty (60) Years, commencing after the Transition Term, subject to: (a) the rights to extend the Term in accordance with section 3.7; and (b) the parties' respective rights to terminate this Lease during the Initial Term in accordance with section 3.6.

Commencement Date: The earlier to occur of (a) ten (10) business days following the latter to occur of the date the EPA and the RWQCB issue Bona Fide Prospective Lessee Letters in form and substance satisfactory to Tenant (estimated to occur on or about November 1, 2014), or (b) ten (10) business days after Tenant, in its sole and absolute discretion, waives the requirement for delivery of the Bona Fide Prospective Lessee Letters in accordance with section 3.1(a).

Expiration Date: The sixtieth (60<sup>th</sup>) anniversary of the Commencement Date.

Annual Base Rent (dollars per Lease Year): (i) Lease Years 1-3 – \$10,250,000; (ii) Lease Years 4-10 – \$15,500,000; (iii) Lease Year 11 – \$15,750,000; and (iv) Lease Years 12-60 – \$20,500,000.

Hangar One Security Deposit: \$2,000,000.00.

**Rent Payment Instructions (Wire Preferred):**

**By Wire Transfer:**

U.S. Treasury FEDWIRE Deposit System  
Federal Reserve Wire Network Deposit System  
Wire Reference: SAA2-402923

**By Check:**

NASA Shared Service Center (NSSC)-  
FMD Accounts Receivable  
Attn: For the Accounts of Ames Research Center  
(Agreement # SAA2-402923)  
Bldg. 1111, C Road  
Stennis Space Center, MS 39529

**Permitted Use of the Premises:** Except for the more specific uses described below, Tenant shall use the Premises, including Hangar One, Hangar Two and Hangar Three, for research and development, including testing and light assembly uses related to space, aviation, rover/robotics and other emerging technologies and any other uses permitted under Applicable Laws. Subject to Landlord's reservation of space within Building 158, Tenant shall use Building 158 or any replacement building for aviation-related uses, including the continued operation of the air traffic control center to the extent required by the Airfield Management and Operations Plan, Airfield base operations, passenger terminal operations, and office uses related thereto, all subject to Tenant's right to relocate the air traffic control tower and Landlord's reserved space therein as more particularly provided for in sections 2.6(b) and 6.2 below. Tenant shall use, operate and maintain the Airfield as a limited use, prior permission required airfield to support aviation activities of CANG, Landlord and other Government agencies, Tenant and such other aviation uses as are permitted under Applicable Laws and Tenant's Airfield Management and Operations Plan, subject to the terms and conditions of this Lease. Tenant shall use, operate and maintain the Golf Course as a golf course in accordance with Applicable Laws, subject to the terms and conditions of this Lease. Tenant shall have the right to construct the Educational Facility in an area to be designated by Tenant and reasonably approved by Landlord, which approval shall not be withheld so long as such location (i) does not interfere with the Airfield and Golf Course operations, (ii) is consistent with the Security Plan, and (iii) complies with Applicable Laws.

**Landlord's Address:**

NASA Ames Research Center  
Aviation Manager  
Mail Stop 211  
Bldg. N211, Room 264  
P.O. Box 1  
Moffett Field, CA 94035-0001

**With a copy to:**

National Aeronautics and Space Administration  
Assistant Administrator for Strategic Infrastructure  
300 E Street, SW  
Washington DC 20546

Tenant's Address: Planetary Ventures, LLC  
1600 Amphitheatre Parkway  
Mountain View, CA 94043  
Attn: Vice President - Real Estate

With a copy to Guarantor: Google Inc.  
1600 Amphitheatre Parkway  
Mountain View, CA 94043  
Attn: Legal Department - Real Estate

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:  
  
PLANETARY VENTURES, LLC,  
a Delaware limited liability company

By: GEV Real Estate, Inc.,  
a Delaware corporation,  
Its: Member

By: Google Inc.,  
a Delaware corporation,  
Its: Sole shareholder

By:   
David Radcliffe,  
Vice President of Real Estate  
and Workplace Services

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

By:   
Calvin Williams,  
Assistant Administrator  
for Strategic Infrastructure

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
ARTICLE 1 Definitions.....	2
1.1 Additional Project .....	2
1.2 Additional Rent.....	2
1.3 Advisory Council .....	2
1.4 Affiliate .....	2
1.5 Airfield .....	2
1.6 Airfield Management and Operations Plan.....	2
1.7 Alterations.....	3
1.8 APD.....	3
1.9 APR.....	3
1.10 Applicable Laws .....	3
1.11 ARFF Costs.....	3
1.12 ARFF Prorata Share.....	3
1.13 ARFF Services .....	3
1.14 Assigned Agreements .....	4
1.15 Assignment Agreement.....	4
1.16 Authority Having Jurisdiction.....	4
1.17 Authorized Representatives .....	4
1.18 Base Rent .....	4
1.19 Bona Fide Prospective Lessee Letters .....	4
1.20 Building 158.....	4
1.21 Building Systems .....	4
1.22 CANG .....	4
1.23 CANG Cantonment Area.....	4
1.24 CANG MOA.....	4
1.25 CANG MOU.....	5
1.26 CANG Permit.....	5
1.27 CANG Temporary Use Areas.....	5
1.28 Capital Improvements.....	5
1.29 CBO .....	5
1.30 Center Director.....	5
1.31 CERCLA.....	5
1.32 Claims .....	5
1.33 Close Call.....	5
1.34 Commencement Date.....	5
1.35 Commencement of Construction .....	6
1.36 Conceptual Development Plan.....	6
1.37 Construction Contract .....	6
1.38 Construction Provisions .....	6
1.39 Demand Services .....	6
1.40 Dispute Notice .....	6
1.41 DTSC .....	6
1.42 Education Facility .....	6

	<u>Page</u>
1.43	Effective Date .....6
1.44	EIS.....6
1.45	Environmental Agreements .....7
1.46	Environmental Force Majeure Delay.....7
1.47	Environmental Law.....7
1.48	Environmental Reports .....7
1.49	EOC.....7
1.50	EOC Reserved Area.....7
1.51	EPA.....7
1.52	Event of Default.....7
1.53	Excluded Claims .....7
1.54	Excluded Contractor .....7
1.55	Existing Airfield Agreements .....7
1.56	Existing Environmental Conditions.....8
1.57	Expiration Date .....8
1.58	Extension Term.....8
1.59	FF&E.....8
1.60	Financing Transaction.....8
1.61	Fire Station Support Reserved Area .....8
1.62	Fiscal Year .....9
1.63	Force Majeure Delay.....9
1.64	Full Insurable Replacement Value.....9
1.65	GEV .....9
1.66	Golf Course.....9
1.67	Golf Course Operations Plan .....10
1.68	Good Condition and Repair .....10
1.69	Government.....10
1.70	Government Hazardous Materials .....10
1.71	GSA.....10
1.72	Guarantor .....10
1.73	Guaranty.....10
1.74	Hangar One .....10
1.75	(b) (4) .....10
1.76	(b) (4) .....10
1.77	(b) (4) .....11
1.78	Hangar One Reskinning.....11
1.79	Hangar One Reskinning Period .....11
1.80	Hangar One Schedule .....11
1.81	Hangar One Security Deposit .....11
1.82	Hangar Three .....11
1.83	Hangar Three Schedule.....11
1.84	Hangar Two .....12
1.85	Hangar Two Schedule.....12
1.86	Hangars Two/Three .....12
1.87	Hazardous Material .....12

	<u>Page</u>
1.88	HPSR..... 12
1.89	Improvements ..... 12
1.90	Infrastructure..... 12
1.91	Initial Project..... 12
1.92	Initial Term ..... 12
1.93	ISP Services ..... 12
1.94	ISP Services Rate..... 13
1.95	Land Use Controls ..... 13
1.96	Landfills ..... 13
1.97	Landlord..... 13
1.98	Landlord Delay ..... 13
1.99	Lease ..... 13
1.100	Lease Year ..... 14
1.101	Memorandum of Lease ..... 14
1.102	MEW Companies..... 14
1.103	MEW Construction Coordination Agreement ..... 14
1.104	MEW ROD ..... 14
1.105	MFA EIMP ..... 14
1.106	MFA MIMP ..... 14
1.107	MFA TDM Plan..... 14
1.108	Mishap..... 15
1.109	MOA ..... 15
1.110	Mortgage..... 15
1.111	Mortgagee ..... 15
1.112	NADP MIMP..... 15
1.113	NADP TDM Plan..... 15
1.114	NASA Ames Regulations ..... 15
1.115	Navy..... 15
1.116	Navy Construction Coordination Document ..... 15
1.117	Navy Memorandum of Understanding ..... 16
1.118	NEPA ..... 16
1.119	(b) (4) ..... 16
1.120	NHPA..... 16
1.121	NRP Design Review Board ..... 16
1.122	Parcel..... 16
1.123	Partial Taking..... 16
1.124	Party ..... 16
1.125	Permitted Activities ..... 16
1.126	Permitted Materials..... 16
1.127	Permitted Use..... 16
1.128	Personal Property ..... 17
1.129	Planning Clearance Processing Period..... 17
1.130	POC..... 17
1.131	Points of Connection..... 17
1.132	Post – Commencement Assignment ..... 17

	<u>Page</u>
1.133 Pre – Construction Assignment .....	17
1.134 Premises .....	17
1.135 Project Schedule.....	17
1.136 Projects.....	17
1.137 Proposed Projects.....	18
1.138 Property.....	18
1.139 Qualified Airfield Operator.....	18
1.140 Qualified Appraiser.....	18
1.141 Qualified Golf Course Operator.....	18
1.142 Reconveyance .....	18
1.143 Rehabilitation.....	18
1.144 Rent.....	18
1.145 Reserved Areas .....	19
1.146 Reserved Events.....	19
1.147 Reserved Flight Operations.....	19
1.148 Reserved Rights .....	19
1.149 RFP .....	19
1.150 ROD .....	19
1.151 RWQCB.....	19
1.152 SCVWD.....	19
1.153 Secretary's Standards .....	19
1.154 Section 106.....	19
1.155 Security Plan .....	19
1.156 SHPO .....	19
1.157 Storage Reserved Area.....	19
1.158 Sublease of Space .....	19
1.159 Support Agreement .....	20
1.160 Taking .....	20
1.161 Tangible Net Worth .....	20
1.162 Telecommunications Reserved Area .....	20
1.163 Temporary Construction License.....	20
1.164 Temporary Taking .....	20
1.165 Tenant .....	21
1.166 Tenant's Related Entities.....	21
1.167 Tenants' Association .....	21
1.168 Term.....	21
1.169 Total Taking.....	21
1.170 Transfer.....	21
1.171 Transfer of Ownership.....	21
1.172 Transfer Property .....	22
1.173 Transition Term .....	22
1.174 Transportation Management Association .....	22
1.175 Utilities Transition Date.....	22
1.176 Utility .....	22
1.177 Utility Plan.....	22

	<u>Page</u>
1.178 Wildlife Management Plan .....	22
ARTICLE 2 Premises .....	23
2.1 Lease of Premises .....	23
2.2 Assigned Agreements .....	23
2.3 Common Areas .....	23
2.4 Landlord's Easement Rights.....	23
2.5 Landlord's Grant of Other Rights.....	24
2.6 Reservation of Rights.....	25
2.7 Guaranty.....	27
2.8 Tenants' Associations.....	28
2.9 Transportation Management Associations.....	28
ARTICLE 3 Term.....	28
3.1 Transition Term .....	28
3.2 Security Plan .....	30
3.3 Airfield Management and Operations Plan.....	30
3.4 Golf Course Operations Plan .....	32
3.5 Wildlife Management Plan .....	33
3.6 Initial Term .....	34
3.7 Extension Terms .....	35
3.8 Hangar One Security Deposit .....	35
3.9 Holding Over .....	36
3.10 Surrender of the Premises .....	36
3.11 Documentation Upon Termination or Partial Termination.....	37
ARTICLE 4 Projects and Infrastructure .....	37
4.1 Construction.....	37
4.2 NHPA.....	38
4.3 Landlord's Cooperation.....	39
4.4 Permitting Delays for Hangars One, Two and Three .....	39
4.5 Tenant's Termination Right based on Permitting Delays for Hangars Two and Three .....	40
4.6 Signs.....	41
ARTICLE 5 Rent.....	41
5.1 Base Rent .....	41
5.2 Additional Rent.....	42
5.3 Procedures for Additional Rent .....	42
5.4 Initial Payments .....	43
5.5 Late Payment .....	43
5.6 Taxes Payable by Tenant .....	44
5.7 Rent Payments .....	45

	<u>Page</u>
ARTICLE 6 Use of the Premises.....	45
6.1 Permitted Use.....	45
6.2 Provisions Applicable to the Airfield .....	46
6.3 Provisions Applicable to the Golf Course .....	46
6.4 (b) (4) .....	46
6.5 Environmental Requirements.....	48
6.6 EPA Cooperation .....	50
6.7 Compliance With Law .....	50
6.8 Environmental Stewardship and Sustainability .....	51
6.9 Entry by Landlord .....	51
6.10 Parcelization.....	52
6.11 Land Use Controls .....	53
6.12 CANG Existing Airfield Agreements.....	54
6.13 Water Transit Emergency Center.....	54
ARTICLE 7 Existing Environmental Conditions and Other Environmental Matters .....	55
7.1 Acknowledgment by Tenant .....	55
7.2 MEW Construction Coordination Agreement .....	55
7.3 Navy Construction Coordination Document .....	55
7.4 Generator Status.....	56
7.5 Benefit of Indemnification.....	56
7.6 Cooperation in Obtaining Other Benefits .....	56
7.7 Lead-Based Paint Management .....	57
7.8 Asbestos .....	57
7.9 Staging Area.....	57
7.10 Existing Environmental Conditions.....	57
7.11 Landlord Additional Responsibilities .....	57
ARTICLE 8 Utilities and Demand Services.....	57
8.1 Landlord's Responsibilities .....	57
8.2 Tenant's Responsibilities.....	58
ARTICLE 9 Maintenance and Repairs.....	59
9.1 Obligations of Landlord.....	59
9.2 Obligations of Tenant .....	59
ARTICLE 10 Capital Improvements and Rehabilitation .....	60
10.1 Tenant's Obligation for Capital Improvements.....	60
10.2 Alterations by Tenant.....	60
10.3 Plans and Specifications .....	60
10.4 Permits .....	61
10.5 Other Provisions.....	61

	<u>Page</u>
ARTICLE 11 Indemnification and Insurance.....	61
11.1 Damage or Injury .....	61
11.2 Insurance Coverages and Amounts.....	63
11.3 Conditions on Property Insurance.....	65
11.4 Insurance Requirements.....	65
11.5 Subrogation.....	66
ARTICLE 12 Assignment and Subletting .....	66
12.1 Pre – Construction Assignment .....	66
12.2 Financing Transaction.....	67
12.3 Post – Commencement Assignment .....	67
12.4 Sublease of Space .....	68
12.5 Transactions with Affiliates and Other Permitted Transfers .....	68
12.6 Procedure .....	69
12.7 Completion of Transfer.....	69
12.8 Other Requirements .....	70
ARTICLE 13 Mortgages .....	70
13.1 Right to Mortgage .....	70
13.2 Mortgagee's Rights .....	70
13.3 Cure by Mortgagee .....	71
13.4 New Lease.....	72
13.5 Mortgagee Consent to Modification of Lease .....	73
13.6 Notice.....	73
13.7 Modification for Mortgagee.....	73
ARTICLE 14 Events of Default and Remedies.....	73
14.1 Default by Tenant .....	73
14.2 Termination.....	74
14.3 Continuation.....	75
14.4 Remedies Cumulative .....	75
14.5 Tenant's Primary Duty .....	75
14.6 Abandoned Property .....	75
14.7 Landlord Default.....	75
ARTICLE 15 Damage or Destruction .....	76
15.1 Restoration .....	76
15.2 Termination of Lease .....	76
ARTICLE 16 Eminent Domain .....	76
16.1 Notice of Takings.....	76
16.2 Total Taking.....	77
16.3 Partial Taking.....	77
16.4 Temporary Taking .....	77

	<u>Page</u>
16.5 Abatement of Rent .....	77
ARTICLE 17 Sale or Conveyance; Estoppel Certificates .....	77
17.1 Sale or Conveyance of the Property.....	77
17.2 Federal Legislative Jurisdiction .....	78
17.3 Estoppel Certificates .....	78
ARTICLE 18 Notices .....	79
18.1 Method .....	79
18.2 Close Calls and Mishaps.....	79
18.3 Current Officials .....	80
ARTICLE 19 Miscellaneous .....	80
19.1 General.....	80
19.2 Delay .....	80
19.3 Cooperation; Further Assurances.....	80
19.4 Dispute Resolution.....	81
19.5 No Waiver.....	81
19.6 No Merger of Title .....	81
19.7 No Third Party Beneficiary.....	82
19.8 Representations and Warranties of Tenant .....	82
19.9 Representations and Warranties of Landlord.....	82
19.10 Exhibits .....	83
19.11 Broker(s) .....	83
19.12 Waivers of Jury Trial and Certain Damages.....	83
19.13 Entire Agreement .....	83
19.14 Governing Law .....	83
19.15 Continuing Obligations.....	84
19.16 Anti – Deficiency Act .....	84

Exhibit A – Diagrams

Exhibit A-1 – Legal Description of Premises

Exhibit A-2 – Boundary Survey of Premises

Exhibit A-3 – Diagram of Premises and Property

Exhibit A-4 – Diagram of Airfield Landfill

Exhibit A-5 – Diagram of Golf Course Landfill

Exhibit A-6 – Legal Description of Property

Exhibit B – Assignment Agreement

Exhibit C – Conceptual Development Plan

Exhibit D – Construction Provisions

Exhibit E – Schedule of Environmental Agreements

Exhibit F – List of Environmental Reports

Exhibit F-1 – Landlord’s Disclosure of Existing Environmental Conditions

Exhibit G – Reserved Areas

Exhibit G-1 – EOC Reserved Areas  
Exhibit G-2 – Storage Reserved Area, Telecommunications Reserved Area and N211 Ramp Reserved Airfield Access  
Exhibit G-3 – Fire Station Support Reserved Area  
Exhibit H – MFA MIMP  
Exhibit I – Schedule of Existing Airfield Agreements  
Exhibit J – Guaranty of Lease  
Exhibit K – Memorandum of Lease  
Exhibit L – MEW Construction Coordination Agreement  
Exhibit M – Navy Construction Coordination Agreement  
Exhibit N – Support Agreement  
Exhibit O – Temporary Construction License  
Exhibit P – Utility Plan  
Exhibit Q – Schedule of Assigned Agreements  
Exhibit R-1 – Offsite Landlord Maintenance Obligations for Flood Control Structures  
Exhibit R-2 – Onsite Landlord Maintenance Obligations for Fence  
Exhibit S – Inventory of Airfield Property

NASA AMES RESEARCH CENTER

ADAPTIVE REUSE LEASE

This Lease is made as of the Effective Date, by and between Landlord and Tenant. This Lease is made under the authority of Section 111 of the NHPA (16 U.S.C. §470h – 3), with reference to the following facts:

R E C I T A L S :

A. All capitalized terms used in these Recitals and elsewhere in this Lease shall have the meaning assigned to them in ARTICLE 1 below.

B. Landlord and GSA partnered to issue the RFP. Tenant submitted a proposal in response to the RFP, which was determined to be the proposal that best met the criteria set forth in the RFP, and Tenant was selected as the Preferred Selected Lessee described in the RFP.

C. Landlord is committed to using its resources to the greatest public benefit. Landlord desires to enter into this Lease to collaborate with the private sector to reposition and manage the Premises for private and public sector reuse. This Lease furthers the development of an overall collaborative research environment on the Property in which Landlord, industry and academia are co – located to further foster research related to said activities, and transfers operation of the Airfield and Golf Course to the private sector thereby allowing Landlord to devote its resources to its core missions while maintaining and enhancing these operations on the Premises.

D. Landlord has been engaged in a lengthy planning process regarding the reuse of the Property to promote and enhance Landlord's missions and activities as set forth above. In order to further that planning process, Landlord, acting by and through Ames Research Center, in collaboration with the cities of Sunnyvale and Mountain View and other cooperating agencies, prepared the EIS to study the development and reuse of the Property. Public input on the EIS took place over approximately two (2) years, and the ROD was signed in November 2002. Landlord has now agreed to lease the Premises on the terms and conditions set forth in this Lease and for the purposes provided herein to facilitate the development and long – term operation of the Premises.

E. This Lease enables Landlord to meet its obligation to preserve its historic properties in accordance with the NHPA. This Lease provides for the adaptive reuse of historic property in a manner that ensures its preservation in accordance with Applicable Laws. Under this Lease, Tenant will own a leasehold interest in real property partially located in an historic district that has been listed in the National Register of Historic Places, which are not currently being fully utilized by Landlord for any project or program uses and are not expected to be needed for any such uses during the Term. Utilizing the historic property will help maintain the condition of the structures and property and ensure the preservation of Landlord's historic property.

F. Prior to publishing the RFP, Landlord and GSA consulted with the Advisory Council and the SHPO regarding the RFP and this proposed undertaking as it relates to the NHPA. Landlord also prepared and published the HPSR in connection with ongoing consultation with the SHPO regarding the National Register of Historic Places eligibility of additional contributing features of the Naval Air Station Sunnyvale Historic District. Tenant understands that it is necessary to cooperate and work with Landlord to continue consultation with the SHPO for the purposes of compliance with Section 106 of NHPA.

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 Project. "Additional Project" means any development projects Tenant may elect to pursue for the Premises (or any portion thereof) which are not part of the Initial Projects.

1.2 Additional Rent. "Additional Rent" means all charges, costs, expenses and other amounts (other than Base Rent) that Tenant is required to pay to Landlord under this Lease (including ARFF Costs, Demand Services and Utilities), together with all interest, late charges, penalties, costs and expenses payable to Landlord that may accrue thereto pursuant to specific provisions of this Lease or be incurred by Landlord to third parties in the event of Tenant's breach with respect to any refusal or failure to pay such amounts, and all damages, costs and expenses that Landlord may incur by reason of Tenant's breach of this Lease, and all other monetary obligations (except Base Rent) due or payable by Tenant to Landlord under this Lease.

1.3 Advisory Council. "Advisory Council" means the Advisory Council on Historic Preservation.

1.4 Affiliate. "Affiliate" means any entity that is wholly – owned or substantially wholly – owned, directly or indirectly, by Guarantor.

1.5 Airfield. "Airfield" means the portion of the Premises commonly known as Moffett Federal Airfield operating areas, which includes the active taxi-ways and runways and the Airfield support areas, as depicted on Exhibit A-3 attached hereto, containing approximately 625 acres of real property as of the Effective Date, together with all buildings, equipment, fixtures, facilities and other improvements located thereon from time to time, as such boundaries may be modified or changed by Tenant from time to time with Landlord's approval, which approval shall not be unreasonably withheld or delayed so long as such change to the boundaries are consistent with the requirements of the Airfield Management and Operations Plan, the Security Plan, the CANG MOU and the CANG Permit.

1.6 Airfield Management and Operations Plan. "Airfield Management and Operations Plan" means collectively the airfield management and operations plan for the Airfield

and the wildlife hazard management plan to be prepared by Tenant and approved by Landlord pursuant to section 3.3, as such plan may be amended, updated or revised from time to time.

1.7 Alterations. "Alterations" means, with respect to each building or other Improvement located on the Premises, any improvements, additions, renovations, remodeling, retrofitting, reconstruction, 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, 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 1.7, Alterations exclude all Capital Improvements and all Rehabilitation.

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

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

1.10 Applicable Laws. "Applicable Laws" means all federal, state and local laws, ordinances, rules, regulations and codes, which are applicable to the development, condition, use or occupancy of the Premises or the Improvements on the Premises, including, without limitation, NEPA, NHPA, the Secretary's Standards, the NASA Procedural Requirements, the NASA Policy Directives and NASA Ames Regulations.

1.11 ARFF Costs. "ARFF Costs" means, with respect to each Fiscal Year or portion thereof, the costs for the Government to provide ARFF Services, including, without limitation, (i) the ARFF Prorata Share of the utilities costs incurred to operate the fire station located adjacent to the Airfield, and (ii) the ARFF Prorata Share of maintenance, repair and replacement (subject to the terms and conditions of this section) of the vehicles and equipment that are used for the ARFF Services. In the event that any of the vehicles and equipment used for ARFF Services (a) becomes worn out, (b) is irreparably broken, (c) cannot be repaired to function properly, or (d) violates any Applicable Laws, timely compliance with which is then mandated, such vehicles and/or equipment shall be replaced with equipment or vehicles of a nature and quality capable of providing the services required under the Airport Management and Operations Plan.

1.12 ARFF Prorata Share. "ARFF Prorata Share" means the ARFF Services' allocable share of (i) costs of utilities to operate the fire station adjacent to the Airfield, and (ii) the costs of maintenance, repair and replacement of vehicles and equipment used for ARFF Services and structure fire response services. This allocable share will be based on a portion of the services provided by the fire station, vehicles and equipment for the ARFF Services, as compared to the total universe of services provided by the fire station, equipment and vehicles for ARFF Services and structural fire response services.

1.13 ARFF Services. "ARFF Services" means Airfield Rescue and Fire Fighting services related to the Airfield as a whole, which are currently comprised of aviation crash and rescue services and aviation firefighting services.

1.14 Assigned Agreements. "Assigned Agreements" means the portion of the Existing Airfield Agreements to be assigned by Landlord to Tenant pursuant to section 2.2 and the Assignment Agreement.

1.15 Assignment Agreement. "Assignment Agreement" means an assignment agreement, in the form attached hereto as Exhibit B.

1.16 Authority Having Jurisdiction. "Authority Having Jurisdiction" means the individual(s) at NASA Ames Research Center responsible for implementing the fire safety provisions of NPR 8715.3 (NASA General Safety Program Requirements).

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

1.18 Base Rent. "Base Rent" means, as of the Commencement Date, the amount of annual base rent specified in the **Basic Lease Information**, as adjusted pursuant to section 5.1(b) below.

1.19 Bona Fide Prospective Lessee Letters. "Bona Fide Prospective Lessee Letters" means a letter from the EPA and a letter from the RWQCB confirming that Lessee has conducted all appropriate inquiry and outlining what the EPA and the RWQCB, respectively, deems to be the "reasonable steps" Tenant must follow in order to maintain its Bona Fide Prospective Lessee status for liability purposes.

1.20 Building 158. "Building 158" means the portion of the Premises commonly known as Building 158, containing approximately 22,156 gross square feet of space and located on the parcel of real property commonly known as Parcel 8. Among other things, Building 158 currently contains the EOC Reserved Area.

1.21 Building Systems. "Building Systems" means the systems serving any building or other Improvement on the Premises, and the Utility delivery systems from the Points of Connection to the Premises.

1.22 CANG. "CANG" means the 129<sup>th</sup> Rescue Wing of the California Air National Guard, which is based at NASA Ames Research Center on a parcel of land not included in the Premises which is adjacent to the Airfield.

1.23 CANG Cantonment Area. "CANG Cantonment Area" means the portion of the Property outside of the Premises as described on Exhibit A-3 attached hereto.

1.24 CANG MOA. "CANG MOA" means that certain Memorandum of Agreement executed by Landlord on September 30, 2009 and CANG on November 10, 2009 (SAA2-402603), as the same may hereafter be amended.

1.25 CANG MOU. "CANG MOU" means that certain Memorandum of Understanding dated as of January 9, 2010 and executed by Landlord on September 30, 2009 and CANG on November 10, 2009 (SAA2-402605), as the same may hereafter be amended.

1.26 CANG Permit. "CANG Permit" means that certain permit issued by Landlord to the United States Air Force, Regarding The California Air National Guard 129<sup>th</sup> 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.

1.27 CANG Temporary Use Areas. "CANG Temporary Use Areas" means those certain Temporary Use Areas as defined in the CANG Permit and the CANG Memorandum of Understanding.

1.28 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 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.

1.29 CBO. "CBO" means the NASA Ames Research Center Chief Building Official, or his or her Authorized Representative. As of the Effective Date, the CBO is Mr. Steve A. Frankel.

1.30 Center Director. "Center Director" means the NASA Ames Research Center Director or his or her Authorized Representatives. As of the Effective Date, the Center Director is Dr. S. Pete Worden.

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

1.32 Claims. "Claims" means claims, actions, causes of action, suits, proceedings, demands, judgments, liens, damages (including but not limited to compensatory, punitive and consequential damages), penalties, fines, costs, expenses (including but not limited to reasonable attorneys' fees and costs), liabilities and losses.

1.33 Close Call. "Close Call" means an occurrence or a condition of employee concern in which there is no injury, or only minor injury requiring first aid, or damage to property or equipment of less than one thousand dollars (\$1,000.00), but which possesses a potential to cause a Mishap.

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

1.35 Commencement of Construction. "Commencement of Construction" means, with respect to each Project or any discrete building or other portion thereof, and the Infrastructure or any discrete portion thereof, as applicable, the date on which the CBO issues to Tenant the full building permit required therefor.

1.36 Conceptual Development Plan. "Conceptual Development Plan" means Tenant's narrative conceptual plan for the Initial Projects attached hereto as Exhibit C.

1.37 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 Projects.

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

1.39 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 Landlord at the request of Tenant, if any, including waste and refuse collection and any other materials or services furnished by Landlord at the request of Tenant directly or indirectly to, for the benefit of, or used by, Tenant on or about the Premises. Basic environmental oversight services will be included within the ISP Services, and will not be a Demand Service, but additional environmental oversight services, including but not limited to 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 ISP Services, then the costs to Landlord to produce such increased staffing and security shall be a Demand Service.

1.40 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.

1.41 DTSC. "DTSC" means the California Department of Toxic Substances Control.

1.42 Education Facility. "Education Facility" means a building containing approximately 90,000 gross square feet of building area to be constructed by Tenant as described in the Conceptual Development Plan.

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

1.44 EIS. "EIS" means the NASA Ames Development Plan Final Programmatic Environmental Impact Statement, which was adopted by the ROD.

1.45 Environmental Agreements. "Environmental Agreements" means those certain agreements with third parties (including, without limitation, Navy, MEW Companies and CANG) regarding environmental matters at the Premises, which agreements are listed in Exhibit E attached hereto.

1.46 Environmental Force Majeure Delay. "Environmental Force Majeure Delay" means any delay in the performance of an obligation required by Tenant under this Lease caused by (a) encountering Existing Environmental Conditions, (b) a delay by the generator responsible for signing manifests in signing such manifests, (c) a delay by the responsible party in characterizing and disposing Existing Environmental Conditions off-site, (d) a delay by the responsible party in responding to and mitigating vapor intrusion, and (e) EPA, DTSC, RWQCB or any other federal, state or local government agency (other than Landlord) with respect to Existing Environmental Conditions.

1.47 Environmental Law. "Environmental Law" means all applicable 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 (including Landlord) or other governmental authorities pertaining to the protection of human health and safety or the environment, now existing or later adopted during the Term.

1.48 Environmental Reports. "Environmental Reports" mean the environmental reports listed on Exhibit F.

1.49 EOC. "EOC" means Landlord's emergency operations center, and emergency communications center located in Building 158, containing approximately 4,948 net gross square feet of building area, all as more particularly depicted on Exhibit G-1 attached hereto.

1.50 EOC Reserved Area. "EOC Reserved Area" shall refer to the area in Building 158 reserved by Landlord and depicted on Exhibit G-1 attached hereto for the EOC, subject to the terms and conditions of this Lease.

1.51 EPA. "EPA" means the United States Environmental Protection Agency.

1.52 Event of Default. "Event of Default" means the occurrence of one (1) or more of the events described in section 14.1.

1.53 Excluded Claims. "Excluded Claims" is defined in section 11.1(b) below.

1.54 Excluded Contractor. "Excluded Contractor" means any person or entity debarred, suspended, proposed for debarment or suspension, 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.

1.55 Existing Airfield Agreements. "Existing Airfield Agreements" means the agreements listed on Exhibit I attached hereto

1.56 Existing Environmental Conditions. "Existing Environmental Conditions" means: (a) the conditions listed or referenced in any of the Environmental Agreements or Environmental Reports; (b) all Hazardous Material on, in, under or about the Property, including Hazardous Material present in the indoor air, soils or groundwater, as of the Commencement Date, whether or not described in subparagraph (a) above, including any impacts that have previously emanated from or hereinafter emanate from the Superfund sites described in this Lease; (c) the matters described in section 6.5(a); (d) all information regarding the environmental condition of the Premises and the Property provided to Tenant or Guarantor by any person or entity (including Landlord) pursuant to the RFP; and (e) 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, the MEW Companies, the State of California 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). If any Hazardous Material is encountered, discovered or identified on, in, under or about the Premises during the Term, including in the indoor air, soils, soil vapor or groundwater, after the Commencement Date, it shall be presumptively concluded that such Hazardous Material was present at the Premises prior to the Commencement Date and that such Hazardous Material is an Existing Environmental Condition; Landlord may rebut such presumptive conclusion by proving by a preponderance of the evidence (with Landlord bearing the burden of proof) that the Hazardous Material was initially released on or after the Commencement Date. Tenant will cooperate with Landlord, at no expense to Tenant, in determining the origin of any Hazardous Materials encountered, discovered or identified on, in, under or about the Premises during the Term from and after the Commencement Date.

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

1.58 Extension Term. "Extension Term" means each of three (3) additional, consecutive twelve (12) year periods, which is the subject of Tenant's unilateral right to extend the Term pursuant to section 3.7.

1.59 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.

1.60 Financing Transaction. "Financing Transaction" means, with respect to a Transfer Property, (a) any direct or indirect, voluntary, involuntary or by operation of law, sale (including a sale of any Improvements), assignment, subletting, encumbering, pledge or other transfer of the estate or interest in, or rights with respect to, this Lease as it pertains to such Transfer Property and/or the Improvements thereon to a Mortgagee in connection with a Mortgage, or (b) a sale/leaseback transaction, a lease financing or a similar transaction that 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 Transfer Property.

1.61 Fire Station Support Reserved Area. "Fire Station Support Reserved Area" is defined in section 2.6(c) below.

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 Commencement Date, each Fiscal Year begins on October 1 and ends on the immediately following September 30. For purposes of this Lease, the first (1<sup>st</sup>) Fiscal Year shall begin on the Commencement 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 control. Such causes include acts of God or of public enemies, war, invasion, insurrection, rebellion, riots, terrorist acts, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes, unavailability of equipment, supplies, materials or labor, environmental conditions and unusually severe weather delays, or any other cause reasonably beyond the control of Landlord or Tenant, as applicable. Force Majeure Delay also includes any delays resulting from any (i) Government agency action or inaction, other than Landlord Delay (except to the extent such Government agency action or inaction results from Tenant's failure to comply with the Conceptual Development Plan), (ii) (b) (4) , or (iii) NHPA compliance. No Force Majeure Delay shall operate to excuse, abate or delay Tenant's obligation to pay Rent, except as otherwise expressly provided in this Lease.

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 or replacement of the buildings and other Improvements on the Premises or any part thereof (without deduction for depreciation), and an increased cost of 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 GEV. "GEV" means GEV Real Estate, Inc., a Delaware corporation, and its successors and permitted assigns (if any).

1.66 Golf Course. "Golf Course" means that portion of the Premises outlined on Exhibit A-3 attached hereto, consisting of approximately 161 acres of gross land area as of the Effective Date, improved with a golf course, together with all buildings, equipment, fixtures, facilities and other improvements located thereon and such other buildings, equipment, fixtures, facilities and other improvements as may be constructed or installed by Tenant during the Term in accordance with Applicable Laws and existing Land Use Controls. Tenant shall have the right to change the size and configuration of the Golf Course from time to time, provided Tenant receives written consent from Landlord, not to be unreasonably withheld, obtains all required permits in accordance with APD 8829.1 (Construction Permit) and APR 8829.1 (Construction Permit Process), and such changes are consistent with good golf course management and operating practices. If at any time, Tenant determines it is no longer practicable to continue to operate a golf course on the Premises, Tenant, with Landlord's consent, which consent shall not be unreasonably withheld or delayed, may discontinue the use of the Golf Course as a golf course and may use such property for any other Permitted Use, subject to Applicable Law.

1.67 Golf Course Operations Plan. "Golf Course Operations Plan" means that certain operating plan for the Golf Course to be prepared by Tenant and approved by Landlord pursuant to section 3.4, as such plan may be amended, updated or revised from time to time.

1.68 Good Condition and Repair. "Good Condition and Repair" means that (a) the Building Systems are fully operational, (b) Utility systems or components thereof for which the operation and maintenance is the responsibility of Tenant pursuant to the Utility Plan are fully operational, (c) the Premises are maintained and operated in good order and condition as required in this Lease, (d) as they (i) become worn out, (ii) are irreparably broken, (iii) cannot be repaired to function properly, (iv) violate any Applicable Laws, timely compliance with which is then mandated, or (v) fail to meet commercially reasonable performance standards under the circumstances of this Lease, the FF&E shall be replaced with FF&E of a nature and quality at least equivalent to that prevailing in other comparable facilities, and (e) the Improvements shall be repaired and replaced, or new improvements consistent with the then current overall operations of the Premises are substituted therefor, as reasonably necessary to maintain the quality of Tenant's use and operation of the Premises in accordance with this Lease. Landlord acknowledges and agrees that the existing Improvements may be maintained in their current condition until the Initial Project applicable thereto has been completed.

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

1.70 Government Hazardous Materials. Government Hazardous Materials is defined in section 6.5(e)(vii) below.

1.71 GSA. "GSA" means the U.S. General Services Administration.

1.72 Guarantor. "Guarantor" means Google Inc., a Delaware corporation, and its successors and permitted assigns (if any).

1.73 Guaranty. "Guaranty" means that certain Guaranty, in the form attached hereto as Exhibit J, to be executed and delivered by Guarantor concurrently with the execution of this Lease.

1.74 Hangar One. "Hangar One" means that certain historic structure commonly known as Hangar One currently containing approximately 385,000 gross square feet, and associated historic buildings 32 and 33.

1.75 (b) (4)

1.76 (b) (4)

(b) (4)

1.77 (b) (4)

1.78 Hangar One Reskinning. "Hangar One Reskinning" means the reskinning of Hangar One in accordance with Applicable Law, including NEPA and NHPA.

1.79 Hangar One Reskinning Period. "Hangar One Reskinning Period" means the portion of the Initial Term commencing on the date on which Tenant has received all approvals and permits necessary to commence the Hangar One Reskinning, and ending on the last day of the second (2nd) anniversary of the date all such approvals and permits are received, as extended for Environmental Force Majeure Delays, Force Majeure Delays and Landlord Delays.

1.80 Hangar One Schedule. "Hangar One Schedule" means Tenant's preliminary schedule previously provided to Landlord, with respect to the (b) (4) Hangar One Reskinning, which schedule may be updated and changed by Tenant from time to time.

1.81 Hangar One Security Deposit. "Hangar One Security Deposit" means the security deposit, in the amount set forth in the **Basic Lease Information** that Tenant shall pay to Landlord in accordance with section 3.8.

1.82 Hangar Three. "Hangar Three" means that certain historic building commonly known as Hangar Three (also referred to as building 47), containing approximately 459,600 gross square feet.

1.83 Hangar Three Schedule. "Hangar Three Schedule" means Tenant's preliminary schedule, previously provided to Landlord, with respect to the Rehabilitation of Hangar Three, which schedule Tenant will have the right to adjust and change from time to time.

1.84 Hangar Two. "Hangar Two" means that certain historic building commonly known as Hangar Two (also referred to as building 46), containing approximately 334,300 gross square feet.

1.85 Hangar Two Schedule. "Hangar Two Schedule" means Tenant's preliminary schedule, previously provided to Landlord, with respect to the Rehabilitation of Hangar Two, which schedule Tenant will have the right to adjust and change from time to time.

1.86 Hangars Two/Three. "Hangars Two/Three" means the portion of the Premises outlined on Exhibit A-3 attached hereto, consisting of approximately 62 acres of gross land area, and improved with Hangar Two, Hangar Three and various other structures and concrete paved areas, including associated historic building 55.

1.87 Hazardous Material. "Hazardous Material" means any substance that is (a) defined under any Environmental Law as a hazardous substance, hazardous waste, hazardous material, pollutant or contaminant, (b) a petroleum hydrocarbon, including crude oil or any fraction or mixture thereof, (c) hazardous, toxic, corrosive, reactive, flammable, explosive, infectious, radioactive, carcinogenic or a reproductive toxicant, (d) otherwise regulated pursuant to any Environmental Law such as, but not limited to, asbestos, lead-based paint and polychlorinated biphenyls (PCBs), or (e) capable of posing an unreasonable risk to human health or the environment.

1.88 HPSR. "HPSR" means that certain historic property survey report prepared by Landlord in November 2013.

1.89 Improvements. "Improvements" means all existing improvements within the Premises, and all improvements constructed on, to or within the Premises following the Commencement Date.

1.90 Infrastructure. "Infrastructure" means those infrastructure improvements constructed or to be constructed by Tenant on, to or within the Premises, or outside of the Premises in order to provide access, Utilities or other services to the Premises, including without limitation all roads, streets, pedestrian rights of way and Utility improvements.

1.91 Initial Project. "Initial Project" refers to any of one (1) of the following projects described in the Conceptual Development Plan: (a) the Rehabilitation of Hangar One for Tenant's use and occupancy; (b) the Rehabilitation of Hangar Two; (c) the Rehabilitation of Hangar Three; (d) the construction of the Education Facility; (e) the initial improvements to Building 158 (excluding the EOC Reserved Area); (f) the initial improvements to the Airfield; and (f) the initial improvements to the Golf Course.

1.92 Initial Term. "Initial Term" means sixty (60) Lease Years, commencing after the Transition Term, expiring on the Expiration Date, or on such earlier date as this Lease may be terminated as hereinafter provided.

1.93 ISP Services. "ISP Services" means Institutional Shared Pool services related to the Property as a whole, which are currently comprised of: (i) common grounds and road

maintenance outside the Premises; (ii) security and law enforcement; (iii) structural fire response and periodic Fire Marshal inspections; (iv) emergency medical response, including basic life support (but excluding advanced life support); (v) first responder operations (Hazardous Materials); (vi) utility infrastructure systems maintenance and repair (except as otherwise provided in Article 8 and the Utility Plan); and (vii) routine administrative support and management oversight (including basic environmental oversight, but excluding any environmental construction overnight and burrowing owl surveys). ISP Services shall include such additional institutional services as Landlord may from time to time elect to include in the Institutional Shared Pool or any successor pool or other method of sharing the costs of institutional services provided at the Property.

1.94 ISP Services Rate. "ISP Services Rate" means the per square foot rate charged by Landlord for ISP Services, such rate to be determined by Landlord on an annual basis.

1.95 Land Use Controls. "Land Use Controls" means any or all of the following engineering or institutional use limitations: (1) those established for the Site 22 Landfill area (see Exhibit A-4) per that certain Memorandum of Agreement between the U.S. Department of the Navy Base Realignment and Closure Program Management Office West and the NASA Ames Research Center effective as of September 17, 2002; and (2) those established for Moffett Federal Airfield Operable Unit 1 and Moffett Federal Airfield Operable Unit 5 per that certain Memorandum of Agreement between the U.S. Department of the Navy Base Realignment and Closure Program Management Office West and the NASA Ames Research Center effective as of November 15, 1999.

1.96 Landfills. "Landfills" means the landfills located at the northern end of the Airfield and within the Golf Course, the approximate locations of which are shown on Exhibit A-4 and Exhibit A-5, respectively.

1.97 Landlord. "Landlord" means the National Aeronautics and Space Administration, an Agency of the United States.

1.98 Landlord Delay. "Landlord Delay" means delay in Tenant's performance of an obligation required by this Lease that results, directly or indirectly, from any of the following: (a) delays by Landlord in responding to Tenant requests for approval, consents, permits or other matters for which Landlord approval or action is required under this Lease (including the Construction Provisions) or under Applicable Laws, or requirements applicable to Landlord and/or the Premises, which delays either extend beyond the time frame (if any) required under this Lease (including the Construction Provisions) for response or that is unreasonable (except to the extent such delay results from either Tenant's failure to comply with the Conceptual Development Plan and/or Landlord's compliance with Applicable Laws); and/or (b) the negligence or willful misconduct of Landlord or its employees. No Landlord Delay shall operate to excuse, abate or delay Tenant's obligation to pay Rent except as otherwise expressly provided in this Lease.

1.99 Lease. "Lease" means this NASA Ames Research Center Adaptive Use Lease, as the same may be amended from time to time in accordance with the terms hereof.

1.100 Lease Year. "Lease Year" means each twelve (12)-month period commencing on the Commencement Date and ending twelve (12) months thereafter, or on the last day of the Term, whichever occurs first.

1.101 Memorandum of Lease. "Memorandum of Lease" means a memorandum of this Lease, in the form attached hereto as Exhibit K.

1.102 MEW Companies. "MEW Companies" means National Semiconductor (Maine), Inc. (formerly named Fairchild Semiconductor Corporation), a Delaware corporation, and Raytheon Company, a Delaware corporation, and Intel Corporation, a Delaware corporation, with respect to (a) the MEW ROD; (b) an Administrative Order for Remedial Design and Remedial Action issued on November 29, 1990 regarding response actions to be performed on the NASA Ames Research Center 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).

1.103 MEW Construction Coordination Agreement. "MEW Construction 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 copy of which is attached hereto as Exhibit L, 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.

1.104 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 Construction Coordination Agreement and the Record of Decision Amendment dated August 16, 2010.

1.105 MFA EIMP. "MFA EIMP" means the document described in section 1.06 of the Construction Provisions. The MFA EIMP will be attached to the Construction Provisions (Exhibit D to this Lease) as Schedule 2 thereto concurrently with the issuance of the Bona Fide Prospective Lessee Letters from the EPA and the RWQCB in form and substance consistent with the draft MFA EIMP upon which the EPA and RWQCB issue the Bona Fide Prospective Lessee Letters. The parties shall execute a lease amendment confirming the inclusion of the EIMP as an attachment to the Lease.

1.106 MFA MIMP. "MFA MIMP" means the Landlord – approved document attached hereto as Exhibit H.

1.107 MFA TDM Plan. "MFA TDM Plan" means the transportation demand management plan that has been or will be approved by Landlord for the Premises in satisfaction of the traffic mitigation measures set forth in the MFA MIMP.

1.108 Mishap. "Mishap" shall mean an unplanned event on or about the Property and arising from the acts or omissions of Tenant or Tenant's Related Entities that does not constitute a Close Call that results in at least one (1) of the following: (a) injury to any person; (b) damage to public or private property (including foreign property); (c) occupational injury or occupational illness to any person; or (d) failure of a NASA mission.

1.109 MOA. "MOA" is defined in section 4.2 below.

1.110 Mortgage. "Mortgage" means a mortgage, deed of trust, a deed to secure debt or other security instrument, or a "synthetic lease" or other form of "lease financing" transaction, by which Tenant's leasehold estate under this Lease is mortgaged, encumbered, liened, conveyed, assigned or otherwise transferred to a Mortgagee to secure a debt or other obligation or otherwise as part of a Financing Transaction.

1.111 Mortgagee. "Mortgagee" means a commercial bank, savings bank, trust company, credit union, insurance company, college, university, real estate investment trust or pension fund, and such other lender of substance that perform functions similar to any of the foregoing and which have assets in excess of two hundred fifty million dollars (\$250,000,000.00) at the time the Mortgage is made.

1.112 NADP MIMP. "NADP MIMP" means the Mitigation Implementation and Monitoring Plan adopted pursuant to the EIS.

1.113 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.

1.114 NASA Ames Regulations. "NASA Ames Regulations" means all APDs, APRs, procedures and guidelines, and standards promulgated by NASA Ames Research Center 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, use or occupancy of the Premises or the Improvements on the Premises.

1.115 Navy. "Navy" means the United States Department of the Navy, including relevant subordinate organizations.

1.116 Navy Construction Coordination Document. "Navy Construction Coordination Document" means that certain document substantially in the form of the Agreement for Coordination of Construction and Navy Remedial System Modification Work at NASA Research Park, Ames Research Center, Moffett Field, California, a copy of which is attached hereto as Exhibit M, which Landlord and Tenant will use their good faith efforts to obtain Navy's approval of, and if and once approved by Navy (or another agreement whose terms are acceptable to Navy, Tenant and Landlord), will be executed by Navy, Tenant and Landlord.

1.117 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 U.S. Environmental Protection Agency (EPA), the California Department of Health Services, the California Regional Water Quality Control Board, and the Department of the Navy, dated August 8, 1989.

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

(b) (4)

1.120 NHPA. "NHPA" means the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470 et seq.).

1.121 NRP Design Review Board. "NRP Design Review Board" means the Board established by APD 8822.1 (NASA Research Park Design Review Program).

1.122 Parcel. "Parcel" means each subdivided parcel of land within the Premises, if any, including any future subdivision, approved by Landlord in accordance with this Lease.

1.123 Partial Taking. "Partial Taking" means a Taking that is not a Total Taking or a Temporary Taking, and includes a Taking described in clause (b) of section 1.169 as to which Landlord fails to receive timely the notice described in that clause (b).

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

1.125 Permitted Activities. "Permitted Activities" means the lawful activities of Tenant that are part of the ordinary course of Tenant's and Tenant's Related Entities business in accordance with the Permitted Use specified in the **Basic Lease Information**.

1.126 Permitted Materials. "Permitted Materials" means the materials handled by Tenant and Tenant's Related Entities in the ordinary course of conducting Permitted Activities.

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

1.128 Personal Property. "Personal Property" means all furniture, fixtures, equipment, appliances and apparatus placed in the buildings and other improvements or elsewhere on the Premises by Tenant and that neither are incorporated into nor form an integrated part of the buildings and other Improvements on the Premises.

1.129 Planning Clearance Processing Period. "Planning Clearance Processing Period" is defined in section 4.4.

1.130 POC. "POC" means the personnel who have been designated as the key officials for Tenant and Landlord in connection with the performance of this Lease. The POC for Landlord and Tenant are those individuals identified in the **Basic Lease Information**. The POC can be changed from time to time through the delivery of written notice to the other Party in accordance with the notice requirement of this Lease.

1.131 Points of Connection. "Points of Connection" means the points of connection of Utilities specified on Exhibit P and the drawings attached thereto, as the same may be revised from time to time by Tenant in accordance with the terms and provisions of this Lease and the Construction Provisions.

1.132 Post – Commencement Assignment. "Post – Commencement Assignment" means a direct or indirect, voluntary, involuntary or by operation of law, sale, assignment, subletting (other than a Sublease of Space), encumbering, pledge or other transfer of the estate or interest in, or rights with respect to, this Lease (other than a Financing Transaction) to any person or entity (other than an Affiliate) with respect to a Transfer Property upon or after the Commencement of Construction of the Initial Project to be performed on such Transfer Property has occurred, including any Transfer of Ownership occurring upon or after such Commencement of Construction.

1.133 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 a Financing Transaction) to any person or entity (other than an Affiliate) with respect to a Transfer Property before the Commencement of Construction of the Initial Project to be performed on such Transfer 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.

1.134 Premises. "Premises" means the improved real property legally described in Exhibit A-1 as more particularly described in the **Basic Lease Information**.

1.135 Project Schedule. "Project Schedule" means each of the schedules Tenant has provided or will provide to Landlord with respect to the design and construction of each of the Initial Projects, as the same may be revised from time to time by Tenant.

1.136 Projects. "Projects" means collectively the Initial Projects and the Additional Projects.

1.137 Proposed Projects. "Proposed Projects" is defined in section 4.4.

1.138 Property. "Property" means the land, the buildings and other improvements known as NASA Ames Research Center, Moffett Field, California 94035 – 1000, depicted on Exhibit A-3 and which is more particularly described in Exhibit A-6 attached hereto.

1.139 Qualified Airfield Operator. "Qualified Airfield Operator" means an entity which: (a) is not an Excluded Contractor; (b) has demonstrable prior successful experience operating, managing and maintaining airfields similar to the Airfield in accordance with the Applicable Laws; (c) has sufficient capability to manage a property of historic significance; and (d) employs an airfield manager who possesses a minimum of five (5) years' experience in the operation and management of airfields and who will be responsible for supervising and directing the Qualified Airfield Operator and for overseeing the operation, management and maintenance of the Airfield. The initial Qualified Airfield Operator is AFCO AvPORTS Management, LLC, dba AvPORTS.

1.140 Qualified Appraiser. "Qualified Appraiser" means an appraiser designated Member, Appraisal Institute, licensed in the State of California, with at least five (5) years' full – time experience appraising commercial properties in the Silicon Valley; and with respect to Landlord, an appraiser employed by another federal agency (e.g., the Army Corps of Engineers or the General Services Administration) shall be deemed a Qualified Appraiser.

1.141 Qualified Golf Course Operator. "Qualified Golf Course Operator" means an entity which: (a) is not an Excluded Contractor; (b) has demonstrable prior successful experience operating, managing and maintaining golf courses similar to the Golf Course in accordance with the Applicable Laws; and (c) employs a golf course manager who possesses a minimum of five (5) years' experience in the operation and management of golf courses, who will be responsible for supervising and directing the Qualified Golf Course Operator and for overseeing the operation, management and maintenance of the Golf Course. The initial Qualified Golf Course Operator is OB Sports. Notwithstanding the foregoing, after the fifth (5<sup>th</sup>) anniversary of the Commencement Date, Tenant or a Tenant Related Entity may elect to be the Qualified Golf Course Operator.

1.142 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.

1.143 Rehabilitation. "Rehabilitation" means the act or process of returning a property to a state of utility through repair or alteration that makes possible an efficient contemporary use while preserving those portions or features of the property that are significant to its historical, architectural and cultural values.

1.144 Rent. "Rent" means all Base Rent, all Additional Rent, all other amounts of money and all charges payable in accordance with this Lease.

1.145 Reserved Areas. "Reserved Areas" means the EOC Reserved Area, the Storage Reserved Area, the Telecommunications Reserved Area, the Fire Station Support Reserved Area and the CANG Temporary Use Areas.

1.146 Reserved Events. "Reserved Events" is defined in section 2.6(j) below.

1.147 Reserved Flight Operations. "Reserved Flight Operations" is defined in section 2.6(h) below.

1.148 Reserved Rights. "Reserved Rights" means the Reserved Flight Operations, the Reserved Events and the Reserved Areas and any other rights Landlord has reserved for itself pursuant to section 2.6 of this Lease.

1.149 RFP. "RFP" means that certain Request for Proposals, Rehabilitation and Adaptive Reuse of Hangar One and Management of Moffett Federal Airfield, dated as of May 28, 2013, as amended.

1.150 ROD. "ROD" means the Record of Decision signed by Landlord in November 2002 selecting Mitigated Alternative 5 in the EIS, and adopting the mitigation measures set forth in the EIS.

1.151 RWQCB. "RWQCB" means the Regional Water Quality Control Board.

1.152 SCVWD. "SCVWD" means the Santa Clara Valley Water District.

1.153 Secretary's Standards. "Secretary's Standards" means the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 C.F.R. Part 68) and the "Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings" as established from time to time by the National Park Service or its successor.

1.154 Section 106. "Section 106" is defined in section 4.2 below.

1.155 Security Plan. "Security Plan" means collectively the facility security plan and airfield security plan to be prepared by Tenant and approved by Landlord pursuant to section 3.2, as such plans may be amended, updated or revised from time to time.

1.156 SHPO. "SHPO" means the California State Historic Preservation Officer.

1.157 Storage Reserved Area. "Storage Reserved Area" is defined in section 2.6(c) below.

1.158 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 located on or forming a part of the Premises by Tenant. Agreements for the use of any buildings or other Improvements located on or forming a part of the Premises with any of the following shall not be deemed a Sublease of Space (i) the Qualified Airfield Operator, (ii) the Qualified Golf Course

Operator, (iii) a General Contractor performing or carrying out construction activities on the Premises, (iv) any agreement for a landing, take off, housing of aircraft or other use of the Airfield in the normal course of the operation of the Airfield, (v) any agreement for the use of the golf course in the normal course of the operation of the Golf Course and (vi) any other agreement for the use of any part of the Premises for a period of less than thirty (30) consecutive days.

1.159 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 N, and sets forth the estimated Rent due during first (1<sup>st</sup>) Lease Year of the Initial Term.

1.160 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 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.

1.161 Tangible Net Worth. (b) (4)

1.162 Telecommunications Reserved Area. "Telecommunications Reserved Area" is defined in section 2.6(c) below.

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

1.164 Temporary Taking. "Temporary Taking" means a Taking for a temporary period during the Term ending prior to the Expiration Date.

1.165 Tenant. "Tenant" means Planetary Ventures, LLC, a Delaware limited liability company, and its permitted successors and assigns pursuant to this Lease.

1.166 Tenant's Related Entities. "Tenant's Related Entities" means (a) Tenant, GEV, Guarantor and all Affiliates, (b) all contractors, consultants, subtenants and licensees of Tenant, GEV, Guarantor or any Affiliate, and (c) the employees, agents, representatives and invitees of any person or entity described in clauses (a) or (b) of this section 1.166. Notwithstanding the foregoing, neither CANG nor any of the users under the Reserved Rights or the Existing Airfield Agreements shall be included within Tenant's Related Entities.

1.167 Tenants' Association. "Tenants' Association" means, one (1) or more entities established by Landlord and/or other entities that have leased premises at the Property (with the first such Tenants' Association tentatively named NASA Research Park Tenants' Association, Inc.) to maintain and insure some or all of the common areas of the Property for the benefit of the tenants and other users and occupants of the Property, 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 for the benefit of the tenants and other users and occupants of the Property.

1.168 Term. "Term" means the Transition Term, the Initial Term and each Extension Term duly exercised by Tenant, if any.

1.169 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 good faith, reasonable judgment, the remaining portion of the Premises (after repair and restoration 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 one hundred eighty (180) days after a Taking occurs. Landlord's failure to receive such notice within that one hundred eighty (180) day period shall be conclusively deemed Tenant's determination that the Taking is a Partial Taking.

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

1.171 Transfer of Ownership. "Transfer of Ownership" means (a) with respect to GEV or Tenant, any sale or other transfer of the voting stock of GEV or the 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 stock between shareholders of a corporation, provided that such sale or transfer does not result in a change in the ownership of the majority interest of

the partnership, limited liability company or corporation; (ii) transfers of partnership interests, membership interests or voting stock resulting from the death of a partner, member or shareholder; (iii) transfers of partnership interests, membership interests or voting stock to trusts established for the benefit of the transferor or his or her spouse, and/or descendants, provided that such transfer does not release transferor from his or her liabilities with respect to the partnership, limited liability company or corporation; (iv) the sale or transfer of any partnership interest, membership interest or voting stock that is publicly traded on a widely recognized, national exchange (whether pursuant to any consolidation, merger, reorganization or otherwise); or (v) any transfer of partnership interest, membership interests or voting stock that is part of a Financing Transaction.

1.172 Transfer Property. "Transfer Property" means, with respect to a Pre — Construction Assignment, a Post – Commencement Assignment or a Financing Transaction, the portion of the Premises which is the subject thereof.

1.173 Transition Term. "Transition Term" means the period of time beginning on the Effective Date and ending on the Commencement Date.

1.174 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.

1.175 Utilities Transition Date. "Utilities Transition Date" shall have the meaning given to such term in section 1.2 of the Utility Plan.

1.176 Utility. "Utility" means any of water services (including steam and vacuum line and chilled water services), potable water services, reclaimed water services, storm water services, sanitary sewer services, vacuum line services, electricity and other power services, telephone, data and/or 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.

1.177 Utility Plan. "Utility Plan" means the utility plan attached to this Lease as Exhibit P which addresses how various utilities including (1) electricity, (2) water, (3) reclaimed water, (4) steam, (5) natural gas, (6) sewer, (7) storm water, and (8) telecommunications and data services will be provided, improved, owned and operated for the Premises, as such plan may be amended, updated or revised from time to time. To the extent the terms and provisions of this Lease and the Utility Plan conflict with one another, the Utility Plan shall control.

1.178 Wildlife Management Plan. "Wildlife Management Plan" means that certain wildlife management plan to be prepared by Tenant and approved by Landlord pursuant to section 3.5, as such plan may be amended, updated or revised from time to time.

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. 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.

2.2 Assigned Agreements. Concurrently with executing this Lease, the Parties shall execute the Assignment Agreement, pursuant to which Landlord shall assign to Tenant Landlord's right, title and interest in and to the Assigned Agreements as specified in the Assignment Agreement, and Tenant shall assume all of Landlord's obligations and duties under the Assigned Agreements as specified in the Assignment Agreement.

2.3 Common Areas. During the Term, Tenant shall have the non – exclusive right, in common with Landlord and 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 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 or alter or interrupt in any material respect the pedestrian and vehicular access currently provided to Hangar One, Cody Road, or to Macon Road on the east side of 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 hereby grants to Tenant a non-exclusive easement to use such common areas over the Property, and to install any signage permitted pursuant to section 4.6 below, and such easements shall be granted without consideration from the grantee (pursuant to 40 U.S.C. §1314) and without the termination rights set forth in 14 C.F.R. §1204.503(f)(3)(i)(B) and (D). Landlord further agrees that Landlord will reasonably consider any requests made by Tenant to relocate, expand or improve the pedestrian and/or vehicular access provided to the Premises through the common areas. If Landlord approves any request by Tenant to relocate, expand or improve the pedestrian and/or vehicular access provided through the common areas to the Premises, such work would be performed by Tenant, at Tenant's sole cost and expense, pursuant to the Construction Provisions and Applicable Laws. Tenant will enter into a Temporary Construction License with Landlord in order to perform such work.

2.4 Landlord's Easement Rights. Landlord and Tenant acknowledge that, as of the Commencement Date, certain Utilities are located on or under portions of the Premises. Tenant agrees that it shall not construct any buildings or other structures on, over or above any such Utilities except to the extent such construction involves Alterations, Capital Improvements or Rehabilitation of buildings or other Improvements currently on, over or above such Utilities. Landlord and Tenant further acknowledge that, in connection with the future development of the Property, Landlord may desire to install, or desire to grant to third parties, including but not

limited to utility providers, easements or rights-of-way to install Utilities across the Premises to serve other portions of the Property, and Landlord hereby reserves the right to do so. With respect to the foregoing:

(a) Any Utilities to be installed for the purpose of serving any other portions of the Property shall be coordinated with Tenant and shall not be inconsistent in any material respect with Tenant's quiet use and enjoyment of the Premises and/or any of the terms and conditions of this Lease, and shall not materially adversely affect Tenant's Permitted Use of the Premises, shall not be located under any buildings or other structures (not to include roads, streets, or pedestrian rights – of – way) now or hereafter constructed upon the Premises, and the same shall be installed and maintained at no cost or expense to Tenant;

(b) Landlord and, if applicable, the holders of such easements or rights-of-way shall have reasonable rights of ingress and egress over the Premises in order to carry out the purpose of the easements or rights-of-way, at Landlord's sole cost and expense, and in connection with Landlord's installation of other Utilities serving other portions of the Property outside the Premises, Tenant agrees to grant to Landlord or to third parties providing Utilities to the Property such non – exclusive easements, permits, licenses or rights – of – way over, under, in and across portions of the Premises as are reasonably necessary to provide Utilities to the Property or to use, operate, maintain, repair or replace the same. The terms and conditions of such easements, permits, licenses or rights – of – way shall be reasonably acceptable to Landlord and Tenant; and

(c) Utility systems, including any existing Utility systems, and components thereof, may be relocated by Tenant from time to time as necessary in Tenant's determination to accommodate Tenant's use and operation of the Premises, or by Landlord from time to time if necessary to accommodate Landlord's use and operation of other portions of the Property subject to the terms and conditions of this section 2.4 and the Utility Plan.

Landlord shall notify Tenant in the event Landlord exercises the rights as described in this section, and with such notice Landlord shall provide Tenant with engineered drawings describing the extent of the applicable Utilities and the locations in which such Utilities will be installed.

2.5 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 to the Premises such non – exclusive easements, permits, licenses or rights – of – way over, under, in and across portions of the Property as are reasonably necessary to provide Utilities to the Premises or to use, operate, maintain, repair or replace the same, including any and all Utilities contemplated by the Utility Plan. If requested by Tenant at any time during the term of this Lease, Landlord further agrees to grant to Tenant an access easement through the Property to the extent required to provide access from the Bayview site as depicted on Exhibit A-3 to the Premises, and the use of such easement shall (i) be subject to Landlord's security requirements as well as any applicable Airfield security requirements, (ii) be in compliance with Applicable Laws and (iii) not adversely impact the ability to operate the Airfield in accordance with the Airfield Management and Operations Plan and the Security Plan. The terms and conditions of such easements, permits, licenses or rights – of – way shall be reasonably acceptable to Landlord and Tenant. Tenant shall reimburse Landlord for its reasonable costs and expenses in connection

with all such easements, permits, licenses or rights – of – way. In addition, such easements shall be granted without consideration from the grantee (pursuant to 40 U.S.C. §1314) and without the termination rights set forth in 14 C.F.R. §1204.503(f)(3)(i)(B) and (D). Such easements or rights – of – way shall terminate with upon the expiration or termination of this Lease.

2.6 Reservation of Rights.

(a) Landlord's grant to Tenant of the leasehold estate under this Lease is subject to Landlord's reservation of the Reserved Rights.

(b) Tenant shall have the right, at its sole cost and expense, to relocate the EOC Reserved Area to other portions of Building 158, or to another air traffic control tower for the Airfield, so long as such relocated areas fully support the EOC, the air traffic control and support services operated within the EOC Reserved Area and there is no disruption of such services during such relocation. Landlord's rights to the EOC Reserved Area are personal to Landlord, may not be utilized by anyone else and shall terminate and be of no further force and effect if Landlord transfers its fee interest in the Premises or the Airfield.

(c) (b) (4), (b) (7)(F)

(d) This Lease is subject to the terms and conditions of the Existing Airfield Agreements and the Assigned Agreements. Landlord hereby represents and warrants to Tenant that the Existing Airfield Agreements and the Assigned Agreements, including any and all amendments thereto, are described on Exhibit Q attached hereto, the term of the Assigned Agreements shall terminate on the dates set forth on Exhibit Q attached hereto, and the users under the Assigned Agreements have no option or right to extend such term. Tenant hereby acknowledges receipt of copies of the Existing Airfield Agreements and Assigned Agreements. Without limiting the generality of the foregoing provisions of this section 2.6(d), Tenant acknowledges that the CANG Permit grants to CANG the right to use portions of the Premises identified as the "Temporary Use Areas" or "TUAs" in the CANG Permit and the CANG MOU.

Landlord represents and warrants that it has delivered to Tenant a true and correct copy of the CANG Permit, the CANG MOU and the CANG MOA.

(e) This Lease is subject to the terms and conditions of all existing easements and other matters affecting title to the Premises or the use and operation of the Airfield, including, without limitation, aviation easements and regulatory requirements of the Federal Aviation Administration and other government agencies.

(f) Landlord hereby reserves the right for Landlord's employees, agents and security personnel to enter the Premises in accordance with the terms and restrictions of section 6.9 below.

(g) Landlord reserves for itself the rights set forth in section 2.4.

(h) Landlord reserves for itself, CANG, and other Government agencies, the right to use the Airfield for up to eight thousand (8,000) flight operations per Lease Year during the Term (the "Reserved Flight Operations"). The Reserved Flight Operations are personal to Landlord and may not be transferred by Landlord to anyone other than CANG, other Government agencies, and Government contractors whose contract performance requires, in part, the use of the Airfield. Landlord's use of the Reserved Flight Operations shall be in accordance with the Airfield Management and Operations Plans. The Airfield Management and Operations Plan shall specifically set forth the terms for scheduling Landlord's right to use the Reserved Flight Operations. To the extent Landlord is not using the Reserved Flight Operations for a Lease Year as determined in accordance with the Airfield Management and Operations Plan, any such unused Reserved Flight Operations shall automatically revert to Tenant for that Lease Year. Tenant shall not charge landing, take off or through the gate fees for the Reserved Flight Operations, provided, that, if CANG ceases to provide air traffic control services pursuant to the CANG MOA, then Tenant may thereafter charge CANG landing, take off and through the gate fees for the Reserved Flight Operations pursuant to the Airfield Management and Operations Plan. Notwithstanding the foregoing, Landlord may in its discretion transfer Reserved Flight Operations to its space act agreement partners and tenants provided that such space act agreement partners and tenants shall be obligated to pay through the gate, take-off and landing fees and any other applicable Airfield charges as set forth in the Airfield Management and Operations Plan for the use of such Reserved Flight Operations. Landlord acknowledges and agrees that the through the gate, take-off and landing fees and any other Airfield charges set forth in the Airfield Management and Operations Plan shall be established by Tenant, and may be revised at any time by Tenant, provided, that, Tenant agrees that all such fees which may be charged against CANG or Landlord's space act agreement partners and tenants will be consistent with those charged against any other third party users of the Airfield who are not affiliated with Tenant.

(i) Landlord hereby reserves for the benefit of its tenants or users within Hangars N-211, N-211A and N-248 access for aircraft to the Airfield as shown on Exhibit G-2 attached hereto subject to the Airfield Management and Operations Plan, the Security Plan and the obligation to pay through the gate, take-off and landing fees and any other applicable Airfield charges as set forth in the Airfield Management and Operations Plan. The request by Landlord's

tenants and users within Hangars N-211, N-211A and N-248 for flight operations that are not included within the Reserved Flight Operations shall be subject to the availability of flight operations as determined by Tenant pursuant to the Airfield Management and Operations Plan.

(j) Landlord reserves for itself, the non-exclusive right to use the Airfield for up to ten (10) one-day events per calendar year during the Term, provided, that, such events must not have any material adverse effect on Tenant's use and enjoyment of the Premises or adversely impact Tenant's ability to obtain any approvals, permits or entitlements for the Initial Projects or any Additional Projects which Tenant may hereafter elect to pursue. Landlord will provide at least sixty (60) days' prior written notice requesting the use of the Airfield for such events. Tenant shall use its good faith efforts to accommodate such request subject to prior or anticipated commitments for such facilities, provided, that Tenant may require that Landlord select an alternative date. The scheduling and operations of all such events must be consistent with the Airfield Management and Operations Plan. Landlord shall be responsible for all costs associated with such events including but not limited to take-off and landing fees, through the gate access fees, fuel costs, and aircraft handling charges. Landlord also reserves for itself and other governmental entities, including fire departments and law enforcement agencies, the non-exclusive right to use one runway on the Airfield up to four (4) days per calendar year for bona fide training exercises. Landings and takeoffs associated with Landlord's reserved events and training exercises on the Airfield shall count against the Landlord's eight thousand (8,000) Reserved Flight Operations. Landlord will provide at least sixty (60) days' written notice of its request to use the Airfield for such training purposes. Tenant shall use its good faith efforts to accommodate such request subject to prior or anticipated commitments for such facilities, but Tenant may require that Landlord select alternative dates. The scheduling and operations of all such training exercises must be consistent with the Airfield Management and Operations Plan. The reserved rights for events and exercises as described in this section 2.6(j) are collectively referred to as "Reserved Events". The Reserved Events are personal to Landlord and may not be transferred to or utilized by anyone else, except the Reserved Events to use portions of the Airfield for training exercises may be used by CANG and other governmental agencies designated by Landlord.

(k) Landlord hereby reserves the right for Landlord and CANG (or any successor tenant of Landlord in the CANG Cantonment Area) to use the portions of Macon Road and Cody Road located within the Premises to provide access to the CANG Cantonment Area, the Golf Course, the Airfield, and to NASA Research Park, including the right to make curb cuts, at Landlord's or CANG's expense, onto Macon Road from the CANG Cantonment Area at a location approved by Tenant, such approval not to be unreasonably withheld, conditioned or delayed. Tenant shall have the right to change the alignment and location of Macon Road and Cody Road within the Premises from time to time so long as (i) Landlord and CANG are provided uninterrupted access to the CANG Cantonment Area, the Airfield, and to NASA Research Park, and (ii) Tenant obtains all required permits in accordance with APD 8829.1 (Construction Permit) and APR 8829.1 (Construction Permit Process).

2.7 Guaranty. Concurrently with Tenant's execution of this Lease, Guarantor shall execute and deliver to Landlord the Guaranty, unconditionally guarantying, for the benefit of Landlord, the timely payment and performance of all of Tenant's obligations under this Lease.

2.8 Tenants' Associations. Tenant acknowledges that Landlord may convey an interest in some or all of the common areas of the Property 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 some or all of the ISP Services and/or other services or obligations with respect to common areas of the Property, provided, that Landlord shall not have the right to transfer to the Tenants' Associations the ARFF Services or any of the ISP Services that relate to security, law enforcement, structural fire response and periodic Fire Marshall inspections, emergency medical response, first responder operations (hazardous materials), environmental oversight or its obligations and responsibilities pursuant to the Construction Provisions. In the event of such a transfer, Tenant shall execute, acknowledge as appropriate, and deliver to Landlord (within thirty (30) days following Landlord's written request) such documents, instruments and agreements (such as, but not limited to, amendments to this Lease and consents and subordination to declarations of covenants, conditions and restrictions) as Landlord may reasonably require and Tenant shall reasonably approve. Tenant may, at its option, become a member of any Tenants' Association, and if Tenant so elects to become a member (in Tenant's sole and absolute discretion), Tenant shall be responsible for any assessments charged by such Tenant's Associations that are allocated to the Premises.

2.9 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), Tenant shall execute, acknowledge as appropriate, and deliver to Landlord (within thirty (30) days following Landlord's written request) such documents, instruments and agreements (such as, but not limited to, amendments to this Lease and consents and subordination to declarations of covenants, conditions and restrictions) as Landlord may reasonably require and Tenant shall reasonably approve. Tenant may, at its option, become a member of any Transportation Management Association, and if Tenant so elects to become a member (in Tenant's sole and absolute discretion), Tenant shall be responsible for any assessments charged by such Transportation Management Association that are allocated to the Premises.

### 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 Commencement Date. In the event Tenant has not received Bona Fide Prospective Lessee Letters in form and substance satisfactory to Tenant within six (6) months of the Effective Date, Tenant shall, in its sole and absolute discretion, either (i) waive the requirement for delivery of Bona Fide Prospective Lessee Letters, in which event the Commencement Date shall be determined as set forth in the **Basic Lease Information**, or (ii) terminate this Lease, in which event this Lease shall terminate and be of no further force, unless the date for the delivery of Bona Fide Prospective Lessee Letters in form and substance satisfactory to Tenant is further extended by the Parties in writing. Landlord shall deliver possession of the Premises to Tenant on the Commencement Date, and Tenant shall accept such delivery of the Premises on the

Commencement Date, provided, that Tenant shall have the right during the Transition Term to enter the Premises for the purpose of commencing and pursuing the planning, design, and permitting of the work contemplated by the Initial Projects. No Rent will be due or payable for the Transition Term. During the Transition Term, Tenant and Landlord shall fully cooperate with each other to ensure there will be a seamless turnover of possession of the Premises to Tenant on the Commencement Date and a seamless transition in the operations of the Airfield and the Golf Course on the Commencement Date as contemplated by the Airfield Management and Operations Plan and the Golf Course Operations Plan. During the Transition Term, Landlord shall not encumber the Property with a deed of trust or other monetary encumbrance, or voluntarily grant any easements, covenants, restrictions or conditions impacting the Premises except as otherwise provided in the Lease. In furtherance of such transition, Landlord will provide Tenant during the Transition Period access to the Premises and Landlord's staff, employees and contractors who are involved in the operations of the Premises. Landlord will also make available to Tenant for its review, inspection and copying the books, records and other information in Landlord's possession that relate to such operations, to ensure an orderly and smooth transition, including an orderly and smooth transition of the Airfield and Golf Course operations, and Tenant (at its expense) may keep duplicate books and records as part of such transition. Tenant acknowledges that: Tenant has inspected the Premises or has had the Premises inspected by professional consultants retained by Tenant; Tenant is familiar with the condition of the Premises; the Premises are suitable for Tenant's purposes; and the condition of the Premises is acceptable to Tenant. Except for Existing Environmental Conditions and except for other matters specifically identified in this Lease as remaining the responsibility of others, Tenant accepts the Premises in its "AS IS" condition, with all faults, without any covenant, representation or warranty of any kind or nature whatsoever, express or implied (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), and Tenant is relying solely on its own investigation of the Premises. 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 Landlord has made no representations or warranties concerning any reports, reviews, studies, analyses and other such similar documentation Landlord has made available to Tenant, including all information and findings contained therein. 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 Reserved Areas. Subject to Landlord's compliance with its obligations under this Lease, including, without limitation, sections 6.5, 6.6, 6.11, and 7.2 through 7.11 of this Lease and the MFA EIMP, Landlord shall have no obligation to undertake, perform or assume the cost or expense for actions that are the responsibility of others pertaining to Existing Environmental Conditions or other matters specifically identified in this Lease as remaining the responsibility of others. Notwithstanding the foregoing, Landlord retains its obligations to undertake, perform and/or assume the cost or expense for actions that are its responsibility pertaining to Existing Environmental Conditions, including, without limitation, all of its obligations under the Environmental Agreements and the Federal Facilities Agreement it is presently negotiating with the EPA and none of those undertakings, performance or assumptions shall become the responsibility of Tenant by virtue of this Lease.

3.2 Security Plan. Prior to the execution of this Lease, Landlord and Tenant have approved the Security Plan. At Landlord's request, but not more than once in any two (2) calendar year period, Tenant shall prepare and submit to Landlord within sixty (60) days of Landlord's request an updated Security Plan for the upcoming two (2)-year period for Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall approve or disapprove a proposed updated Security Plan within thirty (30) days after receipt thereof, provided that if Landlord disapproves of any element of a proposed updated Security Plan, Landlord shall provide Tenant with a written notice within such thirty (30) day-period specifying in detail such disapproved element and the reason(s) therefor, and Landlord and Tenant shall work together in good faith to revise such disapproved element so that the same is mutually acceptable to Landlord and Tenant. If any dispute arises in connection with the proposed Security Plan, such dispute will be addressed in accordance with dispute resolution provisions set forth in section 19.4 below. If Landlord requests that any change be made to the Security Plan which would materially increase the scope of services Tenant is to provide and/or the requirements Tenant must satisfy pursuant to the previously approved Security Plan and such change is not required under Applicable Laws (excluding the NASA Ames Regulations), then Landlord shall either elect to (a) self-perform the services that are necessary to implement the requested change at Landlord's expense, or (b) waive Tenant's obligation to comply with the requested change. Until an updated Security Plan has been approved by Landlord and Tenant in accordance with this section, the previously approved Security Plan shall continue to apply. If Landlord or Tenant reasonably determines that the current Security Plan needs to be updated prior to a bi-annual update in order to comply with Applicable Laws, then such party shall provide the other party with a written notice specifying in detail such desired update and the Applicable Laws related thereto, and Landlord and Tenant shall work together in good faith to update the Security Plan to comply with Applicable Laws in a manner that is mutually acceptable to Landlord and Tenant. Additionally, Tenant may request that the current Security Plan be updated from time to time prior to the bi-annual update requested by Landlord by providing written notice to Landlord specifying in detail such desired update for Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed so long as such desired update complies with the requirements of this section and Applicable Laws. Landlord and Tenant shall at all times comply with the Security Plan and shall use diligent and reasonable efforts to cause their respective employees, agents, contractors and invitees to comply with the Security Plan. The Security Plan shall comply with the requirements of this section, Applicable Laws and any other applicable requirements of this Lease.

3.3 Airfield Management and Operations Plan. Prior to the execution of this Lease, Landlord and Tenant have approved the Airfield Management and Operations Plan. At Landlord's request, but not more than once in any two (2) calendar year period, Tenant shall prepare and submit to Landlord within sixty (60) days of Landlord's request an updated Airfield Management and Operations Plan for the upcoming two (2)-year period for Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall approve or disapprove a proposed updated Airfield Management and Operations Plan within thirty (30) days after receipt thereof, provided that if Landlord disapproves of any element of a proposed updated Airfield Management and Operations Plan, Landlord shall provide Tenant with a written notice within such thirty (30)-day period specifying in detail such disapproved element and the reason(s) therefor, and Landlord and Tenant shall work together in good faith to revise

such disapproved element so that the same is mutually acceptable to Landlord and Tenant. If any dispute arises in connection with the proposed Airfield Management and Operations Plan, such dispute will be addressed in accordance with dispute resolution provisions set forth in section 19.4 below. If Landlord requests that any change be made to the Airfield Management and Operations Plan which would materially increase the scope of services Tenant is to provide and/or the requirements Tenant must satisfy pursuant to the previously approved Airfield Management and Operations Plan and such change is not required under Applicable Laws (excluding the NASA Ames Regulations), then Landlord shall either elect to (a) self-perform the services that are necessary to implement the requested change at Landlord's expense, or (b) waive Tenant's obligation to comply with the requested change. Until an updated Airfield Management and Operations Plan has been approved by Landlord and Tenant in accordance with this section, the previously approved Airfield Management and Operations Plan shall continue to apply. If Landlord or Tenant reasonably determines that the current Airfield Management and Operations Plan needs to be updated prior to a bi-annual update in order to comply with Applicable Laws, then such party shall provide the other party with a written notice specifying in detail such desired update and the Applicable Laws related thereto, and Landlord and Tenant shall work together in good faith to update the Airfield Management and Operations Plan to comply with Applicable Laws in a manner that is mutually acceptable to Landlord and Tenant. Additionally, Tenant may request that the current Airfield Management and Operations Plan be updated from time to time prior to the bi-annual update requested by Landlord by providing written notice to Landlord specifying in detail such desired update for Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed so long as such desired update complies with the requirements of this section and Applicable Laws. Landlord and Tenant shall at all times comply with the Airfield Management and Operations Plan and shall use diligent and reasonable efforts to cause their respective employees, agents, contractors and invitees to comply with the Airfield Management and Operations Plan. The Airfield Management and Operations Plan shall comply with the requirements of this section, Applicable Laws and any other applicable requirements of this Lease. The Airfield Management and Operations Plan shall address, without limitation, the following matters regarding the operation of the Airfield:

(a) Landlord will not increase in any material respect the scope of the ARFF Services beyond what is contemplated by the Airport Management and Operations Plan unless Tenant will not be responsible for the costs allocable to such increased scope, and after the first (1<sup>st</sup>) Lease Year, Tenant shall have the right from time to time to request that the scope of ARFF Services be reduced based on the actual prior Airfield operations, provided that (i) the minimum requirements shall not be reduced below National Fire Protection Association Standard 403 unless Tenant can reasonably demonstrate to Landlord from prior operations on the Airfield that such reduction is appropriate; (ii) if Tenant has demonstrated to Landlord's reasonable satisfaction that such reduction is appropriate, Tenant and Landlord shall work together and use their reasonable efforts to obtain the approval and concurrence from the Authority Having Jurisdiction pursuant to NPR 8715.3 (NASA General Safety Program Requirements; Fire Safety) for such reduction, and no reduction may be made without such approval and concurrence from the Authority Having Jurisdiction; and (iii) any existing contracts which Landlord has previously entered into for the ARFF Services will have to expire before a new contract with a reduced scope of ARFF Services can be put into effect. Landlord agrees that it will use best efforts to

enter into contracts for ARFF Services that provide for a base period of one (1) year with one (1) year option periods to be exercised at Landlord's discretion. If a reduced scope of ARFF Services is to be adopted, Landlord agrees that it will not extend or renew any existing contract for ARFF Services, and it will terminate such existing contracts when such contracts can be terminated without the payment of a penalty (or immediately if Tenant agrees to pay any penalty payment). Landlord will consult with Tenant regarding the scope of ARFF Services, and Tenant and Landlord shall meet and confer before Landlord issues a Request for Proposal for ARFF Services in accordance with Applicable Laws, including the Federal Acquisition Regulations, to ensure the scope is consistent with the terms, requirements and limitations of this Lease and is otherwise reasonably acceptable to Tenant. Landlord will provide to Tenant upon request supporting documentation detailing the cost of the ARFF Services to confirm, among other things, that there is a proper allocation of costs between the ARFF Services and the structural fire response services. If Landlord determines in its reasonable discretion that it is feasible to provide the ARFF Services separately and independently of the structural fire response services, and Tenant desires to assume and takeover responsibility for the provision of the ARFF Services, Landlord agrees to cooperate with Tenant and take whatever action may be reasonably required for the transfer to Tenant of the responsibility of the ARFF Services, subject to the expiration of any contracts Landlord has previously entered into for ARFF Services.

3.4 Golf Course Operations Plan. Prior to the execution of this Lease, Landlord and Tenant have approved the Golf Course Operations Plan. At Landlord's request, but not more than once in any two (2) calendar year period, Tenant shall prepare and submit to Landlord within sixty (60) days of Landlord's request, an updated Golf Course Operations Plan for the upcoming two (2)-year period for Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall approve or disapprove a proposed updated Golf Course Operations Plan within thirty (30) days after receipt thereof, provided that if Landlord disapproves of any element of a proposed updated Golf Course Operations Plan, Landlord shall provide Tenant with a written notice within such thirty (30)-day period specifying in detail such disapproved element and the reason(s) therefor, and Landlord and Tenant shall work together in good faith to revise such disapproved element so that the same is mutually acceptable to Landlord and Tenant. If any dispute arises in connection with the proposed Golf Course Operations Plan, such dispute will be addressed in accordance with dispute resolution provisions set forth in section 19.4 below. If Landlord requests that any change be made to the Golf Course Operations Plan which would materially increase the scope of services Tenant is to provide and/or the requirements Tenant must satisfy pursuant to the previously approved Golf Course Operations Plan and such change is not required under Applicable Laws (excluding the NASA Ames Regulations), then Landlord shall either elect to (a) self-perform the services that are necessary to implement the requested change at Landlord's expense, or (b) waive Tenant's obligation to comply with the requested change. Until an updated Golf Course Operations Plan has been approved by Landlord and Tenant in accordance with this section, the previously approved Golf Course Operations Plan shall continue to apply. If Landlord or Tenant reasonably determines that the current Golf Course Operations Plan needs to be updated prior to a bi-annual update in order to comply with Applicable Laws, then such party shall provide the other party with a written notice specifying in detail such desired update and the Applicable Laws related thereto, and Landlord and Tenant shall work together in good faith to update the Golf Course Operations Plan to comply with Applicable Laws in a manner that is mutually acceptable to

Landlord and Tenant. Additionally, Tenant may request that the current Golf Course Operations Plan be updated from time to time prior to the bi-annual update requested by Landlord by providing written notice to Landlord specifying in detail such desired update for Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed so long as such desired update complies with the requirements of this section and Applicable Laws. The Golf Course Operations Plan shall comply with the requirements of this section, Applicable Laws and any other applicable requirements of this Lease.

3.5 Wildlife Management Plan. Prior to the execution of this Lease, Landlord and Tenant have approved the Wildlife Management Plan. At Landlord's request, but not more than once in any two (2) calendar year period, Tenant shall prepare and submit to Landlord within sixty (60) days of Landlord's request an updated Wildlife Management Plan for the upcoming two (2)-year period for Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall approve or disapprove a proposed updated Wildlife Management Plan within thirty (30) days after receipt thereof, provided that if Landlord disapproves of any element of a proposed updated Wildlife Management Plan, Landlord shall provide Tenant with a written notice within such thirty (30)-day period specifying in detail such disapproved element and the reason(s) therefor, and Landlord and Tenant shall work together in good faith to revise such disapproved element so that the same is mutually acceptable to Landlord and Tenant. If any dispute arises in connection with the proposed Wildlife Management Plan, such dispute will be addressed in accordance with dispute resolution provisions set forth in section 19.4 below. If Landlord requests that any change be made to the Wildlife Management Plan which would materially increase the scope of services Tenant is to provide and/or the requirements Tenant must satisfy pursuant to the previously approved Wildlife Management Plan and such change is not required under Applicable Laws (excluding the NASA Ames Regulations), then Landlord shall either elect to (a) self-perform the services that are necessary to implement the requested change at Landlord's expense, or (b) waive Tenant's obligation to comply with the requested change. Until an updated Wildlife Management Plan has been approved by Landlord and Tenant in accordance with this section, the previously approved Wildlife Management Plan for the preceding calendar year shall continue to apply. If Landlord or Tenant reasonably determines that the current Wildlife Management Plan needs to be updated prior to a bi-annual update in order to comply with Applicable Laws, then such party shall provide the other party with a written notice specifying in detail such desired update and the Applicable Laws related thereto, and Landlord and Tenant shall work together in good faith to update the Wildlife Management Plan to comply with Applicable Laws in a manner that is mutually acceptable to Landlord and Tenant. Additionally, Tenant may request that the current Wildlife Management Plan be updated from time to time prior to the bi-annual update requested by Landlord by providing written notice to Landlord specifying in detail such desired update for Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed so long as such desired update complies with the requirements of this section and Applicable Laws. The Wildlife Management Plan shall comply with the requirements of this section, Applicable Laws and any other applicable requirements of this Lease.

3.6 Initial Term.

(a) The Initial Term of this Lease shall be the term specified in the **Basic Lease Information**, which shall commence on the Commencement Date and, unless sooner terminated as specifically provided in this Lease, shall end on the Expiration Date.

(b) Tenant shall have the right to terminate the Initial Term and this Lease as of each of the following dates: the fifteenth (15<sup>th</sup>) anniversary of the Commencement Date, the thirtieth (30<sup>th</sup>) anniversary of the Commencement Date, and the forty fifth (45<sup>th</sup>) anniversary of the Commencement Date. Tenant may exercise each such right by delivering to Landlord written notice of Tenant's election at least at least twelve (12) full calendar months before each such date.

(c) (b) (4)

It is also a material part of the consideration to Landlord under this Lease (w) that Tenant promptly commence the design and other pre-reskinning work required for the Hangar One Reskinning (b) (4)

(x) that Tenant promptly thereafter commence the Hangar One Reskinning, (y) that Tenant thereafter diligently pursue the Hangar One Reskinning until completion, and (z) that Tenant complete the Hangar One Reskinning by the last day of the Hangar One Reskinning Period. Tenant's failure to perform timely any of the foregoing shall be deemed to be a breach hereunder and, if not cured within applicable cure periods after notice as provided in section 14.1(b), shall be a default hereunder. If such default occurs, Landlord may, at its option, after applicable notice and cure periods and subject to the Mortgagee's rights set forth in ARTICLE 13 below, terminate this Lease by delivering to Tenant written notice specifying the date on which the Initial Term and this Lease shall terminate (which shall be not less than thirty (30) days after the date of such notice). If Landlord so terminates the Initial Term and this Lease, Tenant agrees that Landlord shall retain the Hangar One Security Deposit.

(d) Hangar One Utility Tunnel.

(i) To ensure that the utility tunnel located under Hangar One does not pose an environmental risk, Tenant may, but shall not be obligated to, fill such utility tunnel, and to the extent any shallow contaminated ground water is located within such tunnel, such contaminated water shall be assessed, remediated and disposed of in accordance with section 6.5(d) of this Lease and the applicable provisions of the MFA EIMP. Prior to commencing such work, Tenant shall obtain the necessary approvals to conduct such work from the EPA, state and local regulatory agencies, and the Navy.

(e) (b) (4)

(b) (4)

3.7 Extension Terms.

(a) So long as this Lease has not been terminated as a consequence of an Event of Default or as may otherwise be provided herein, Tenant shall have the unilateral right to extend the Initial Term for up to three (3) Extension Terms on and subject to the following terms and conditions. Tenant may exercise each such right to extend the Term by delivering written notice to Landlord of Tenant's election to extend the then current Term at least twelve (12) full calendar months before the expiration of the then current Term. If Landlord does not receive Tenant's written notice of its election to extend the Term at least twelve (12) full calendar months before the expiration of the then – current Term, then Tenant's rights to extend pursuant to this section 3.7(a) shall be void and of no further force, and any notice purporting to exercise an Extension Term received after the date that is twelve (12) full calendar months before the expiration of the then current Term shall be void and of no force. In addition, Tenant shall have no right to exercise its second or third Extension Terms unless Tenant shall have duly exercised all prior Extension Term(s).

(b) If the Term is duly extended in accordance with this section 3.7, Tenant shall continue to occupy the Premises on all of the other terms and conditions of this Lease. In no event shall the Term extend beyond the ninety-sixth (96<sup>th</sup>) anniversary of the Commencement Date.

3.8 Hangar One Security Deposit. On the Commencement Date, Tenant shall pay to Landlord the amount of the Hangar One Security Deposit. Landlord acknowledges that Tenant duly delivered to GSA the Bid Deposit (as defined in the RFP), which continues to be held by GSA. Upon Landlord's receipt of the Hangar One Security Deposit or the termination of this Lease following the Effective Date in accordance with section 3.1(a) above, Landlord shall request and take such other action as may be required by Tenant so that GSA returns the Bid Deposit to Tenant promptly. The Hangar One Security Deposit shall be held by Landlord as security for the performance by Tenant of all of the covenants of this Lease regarding the (b) (4) and Hangar One Reskinning 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 (b) (4)

Tenant fails to complete the Hangar One Reskinning by the last day of the Hangar One Reskinning Period, then Landlord shall have the right (in addition to its other rights set forth in this Lease), but no obligation, to apply the Hangar One Security Deposit, or so much thereof as may be necessary, to cure any such failure by Tenant. If Landlord applies the Hangar One Security Deposit or any part thereof to cure any such failure by Tenant, then upon written notice from Landlord, Tenant shall immediately pay to Landlord the sum necessary to restore the Hangar One Security Deposit to the full amount of the Hangar One Security Deposit. Upon Landlord's or Tenant's completion of (b) (4) and the Hangar One Reskinning, Landlord shall apply the Hangar One Security Deposit then held by Landlord as a credit against Base Rent next coming due under this Lease, and thereafter Landlord shall not hold any security deposit under 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 Hangar One Security Deposit upon the original Landlord's or such successor owner's transferring the Hangar One Security Deposit to the new owner and the new owner acknowledging to Tenant in writing that it is holding the Hangar One Security Deposit and shall apply it in accordance with the terms and provisions of this Lease.

3.9  Holding Over . If, with consent by Landlord, Tenant holds possession of the Premises after the Expiration Date, Tenant shall become a tenant from month to month under this Lease, but the Base Rent during such month to month tenancy shall be equal to the Base Rent in effect on the Expiration Date divided by twelve (12). Landlord and Tenant each shall have the right to terminate such month to month tenancy by giving at least thirty (30) days' written notice of termination to the other at any time, in which event such tenancy shall terminate on the termination date set forth in such termination notice. If, Tenant holds possession of the Premises after the Expiration Date without consent by Landlord, Tenant shall become a tenant at sufferance and the Base Rent during such tenancy shall be equal to one hundred fifty percent (150%) of the Base Rent in effect on the Expiration Date and shall be paid in monthly increments in advance equal to such Base Rent divided by twelve (12). Landlord shall have the right to terminate such tenancy at any time by giving Tenant at least thirty (30) days' written notice of termination at any time, in which event such tenancy shall terminate on the termination date set forth in such termination notice.

### 3.10 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 6.5(e)(vii) and 6.5(e)(viii), and surrender the Premises to Landlord, free and clear of all liens, encumbrances or exceptions to title other than the exceptions to title as of the Effective Date and such other exceptions to title created or approved by Landlord during the Term, which approval shall not be unreasonably withheld or delayed. The buildings and other improvements then-existing on the Premises shall be broom – clean and in reasonably good operating condition taking into account the age and nature thereof, ordinary wear and tear excepted; provided, however, Tenant shall not be obligated to repair or restore any damage or destruction, or to restore the Improvements in

connection with a Taking, unless required by the provisions of ARTICLE 15 or ARTICLE 16, respectively. Tenant shall promptly deliver to Landlord reasonably satisfactory evidence of Tenant's then – current book value of any new improvements Tenant constructs on, to or within the Premises following the Commencement Date, including the Education Facility.

(b) Notwithstanding the provisions of section 3.9 or the foregoing provisions of this section 3.10, if this Lease terminates before the Expiration Date, Tenant shall nevertheless surrender possession of the Premises to Landlord, but the Parties shall execute a license granting Tenant a period of ninety (90) days thereafter to remove its Personal Property, to comply with the provisions of sections 6.5(e)(vii) and 6.5(e)(viii), and to comply with its other obligations pursuant to this section 3.10 and its obligations pursuant to section 3.11; provided, however, if Tenant requires more than such ninety (90) day period to comply with the provisions of sections 6.5(e)(vii) and 6.5(e)(viii), Tenant shall have such reasonable period of time as is necessary to comply with such sections as long as Tenant commences such work with due diligence and dispatch within such ninety (90) day period and, having so commenced, thereafter prosecutes with diligence and dispatch and completes such work. During the term of any such license, Tenant shall pay to Landlord rent for Tenant's continued access to the Premises, such rent to be determined based upon the extent to which Tenant's continued access to and activities on the Premises preclude Landlord from the use of the Premises or portions thereof.

(c) The provisions of this section 3.10 shall survive any termination of this Lease.

3.11 Documentation Upon Termination or Partial Termination. If this Lease terminates, in whole or in part, Tenant shall remain liable to Landlord for Tenant's obligations under this Lease that arose prior to the termination (or partial termination) hereof, and Tenant shall cause the following documents to be executed and acknowledged (as appropriate) to evidence or implement such termination (or partial termination) of this Lease, and shall deliver them to Landlord within ten (10) business days after any such termination (or partial termination): (i) a Quitclaim Deed covering the Premises or the applicable portion thereof; (ii) a Reconveyance from each Mortgagee of the Premises or the applicable portion thereof; (iii) an agreement terminating this Lease in whole or in part, as applicable; and (iv) a termination of the Memorandum of Lease covering the Premises or the applicable portion thereof. 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 6.10. 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 Projects and Infrastructure

4.1 Construction. Each of the Initial Projects, any Additional Projects Tenant may hereafter elect to pursue for the Premises, and all other construction (including any other

Rehabilitation, Alterations and Capital Improvements) on the Premises carried out by or at the request and direction of Tenant, and the construction of all Infrastructure on the Property carried out by or at the request and direction of Tenant, 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, and Applicable Laws and in a good and workmanlike manner using materials of a quality consistent with the Good Condition and Repair nature of the Premises. Title to any and all new improvements Tenant constructs on, to or within the Premises, shall remain in Tenant until termination of this Lease, at which time title thereto shall pass to Landlord as provided in section 3.10. Fee title to improvements existing on the Premises as of the Effective Date will remain with Landlord, subject to Tenant's exclusive leasehold and possessory interests in the existing improvements, including without limitation, the right of Tenant to alter, remove and/or demolish the existing improvements in accordance with the terms and provisions of this Lease, the Construction Provisions and Applicable Laws. In connection with any construction by Tenant on the Premises that involves a CERCLA action, Tenant shall keep Landlord informed in writing and shall allow Landlord to participate in any meetings and other negotiations Tenant has with the EPA, state and local regulatory agencies, Navy and/or MEW Companies, except as may otherwise be provided in the Navy Construction Coordination Agreement and/or the MEW Construction Coordination Agreement.

4.2 NHPA. Landlord and Tenant understand that this Lease is a federal undertaking pursuant to Section 106 of NHPA (16 U.S.C. § 470f) ("Section 106") and that this Lease is entered into in accordance with Section 111 of NHPA. Landlord and Tenant acknowledge that certain activities proposed by Tenant under this Lease have the potential to have an effect on historic properties (as defined under 36 C.F.R. Part 800) and are subject to Section 106. As an occupant of historic properties, as Tenant proposes Projects, Tenant agrees to work with the SHPO through Landlord to identify methods to avoid, minimize, or mitigate adverse effects on historic properties in and outside of the Premises in accordance with NHPA. Landlord and Tenant acknowledge that should Section 106 consultation relating to a Project determine that such Project will have an adverse effect on a historic property and if Landlord, Tenant and the SHPO enter into a Memorandum of Agreement ("MOA") in accordance with the NHPA and its implementing regulations, it shall be Tenant's responsibility to carry out any mitigation or other requirements agreed to in the MOA at Tenant's sole cost and expense. As a Landlord of the Premises that includes historic property, Landlord agrees to: (i) consult with the SHPO in accordance with Section 106 on all activities proposed to be conducted by Tenant that constitutes an "undertaking" in accordance with 36 C.F.R. Part 800; (ii) include Tenant as much as possible in the Section 106 and other processes identified in NHPA; and (iii) use its best efforts to facilitate and assist Tenant in the permitting of all Projects that seek to adaptively reuse historic properties on the Premises. Unless otherwise agreed to in writing by the parties, any identification of historic resources, rehabilitation, maintenance or preservation of historic properties in connection with a Project proposed by Tenant on the Premises will be at Tenant's sole cost and expense. Tenant agrees that work related to the design, rehabilitation, and construction of historic properties will be supervised by professionals with a minimum of five (5) years' experience in historic architecture in accordance with the Secretary of the Interior's Professional Qualification Standards. 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. Prior to commencing work on the Premises that may result in the disturbance of

soil, Tenant, at its sole cost and expense, shall conduct an archeological survey at a level appropriate for the site if required by Landlord and Applicable Law. Landlord and Tenant are responsible for complying with all Applicable Laws, including, but not limited to, regulations that pertain to historic properties, archeological resources, objects, and historic structures and landscapes. It is the intent of the parties that the provisions of this Lease, including this Article 4, control the relationship between the parties with respect to the adaptive reuse of the Premises and implementation of the NHPA unless one or more Memorandums of Agreement or Programmatic Agreements are entered into during the Term. Tenant acknowledges that Landlord may adopt an Integrated Cultural Resources Management Plan for NASA Ames Research Center ("ICRMP"). In the event of a conflict between this section 4.2 and any future ICRMP(s) that Landlord plans to adopt, this section 4.2 shall control unless otherwise agreed to in writing by the parties.

4.3 Landlord's Cooperation. Landlord agrees to cooperate with Tenant in processing any and all permits, approvals and entitlements for the Initial Projects and any Additional Projects Tenant may hereafter elect to pursue for the Premises, subject to compliance with the Construction Provisions and Applicable Laws, including, without limitation, NEPA and NHPA.

4.4 Permitting Delays for Hangars One, Two and Three. (b) (4)

(b) (4)

4.5 Tenant's Termination Right based on Permitting Delays for Hangars Two and Three. (b) (4)

(b)  
(4)

(b)  
(4)

4.6 Signs. Tenant may install, without Landlord's prior written consent, any sign (construction, building, monument, directional, or other signs) on or about the Premises or the buildings or other improvements thereon that comply with Applicable Law and with the signage guidelines to be developed by Tenant and reasonably approved by Landlord. 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, such consent not to be unreasonably withheld, conditioned or delayed.

## ARTICLE 5 Rent

### 5.1 Base Rent.

(a) Beginning on the Commencement Date and continuing throughout the Term, Tenant shall pay Base Rent to Landlord, subject to any deductions or offset rights as expressly set forth in this Lease. The amount of annual Base Rent during the Initial Term is specified in the **Basic Lease Information**.

(b) The amount of annual Base Rent shall be increased on the first day of each Extension Term, if applicable, as follows, and Tenant shall pay such amount annually during

each Extension Term, if applicable: (i) during the first Extension Term, the amount of annual Base Rent shall be \$21,000,000.00; (ii) during the second Extension Term, the amount of annual Base Rent shall be \$21,500,000.00; and (iii) during the third Extension Term, the amount of annual Base Rent shall be \$22,000,000.00.

## 5.2 Additional Rent.

(a) During each Fiscal Year (or part thereof) beginning on the Commencement Date and continuing throughout the Term, Tenant shall pay to Landlord, as Additional Rent, quarterly in advance on the first day of each calendar quarter during the applicable portion of the Term, and in accordance with this Lease and the terms and conditions of the annual Support Agreement:

(i) The costs of Demand Services, if any, requested by Tenant from Landlord in such year;

(ii) The ARFF Costs for the ARFF Services, if any, to be provided to Tenant by Landlord in such year; provided, that Landlord shall be responsible to pay for <sup>(b)</sup> of the ARFF Costs; and

(iii) The costs of Utilities, if any, to be provided to Tenant by Landlord in such year, including, without limitation, Tenant's pro rata share of the costs to operate and maintain any components of any Utility systems that serve the Premises as determined in accordance with the Utility Plan (including repairs and replacements, as well as any upgrades, capital improvements and/or separation of such Utility systems that have been made at Tenant's request).

Tenant will not be obligated to pay for or reimburse Landlord for any of the costs of providing ISP Services to the Premises. Landlord and Tenant acknowledge and agree that during the RFP process described in the Recitals, the ISP Services Rate was factored into and constitutes a part of the Base Rent to be paid by Tenant pursuant to the **Basic Lease Information** and section 5.1, and the Base Rent will not be adjusted as a result of any increase or decrease in the actual costs of the ISP Services. Notwithstanding the foregoing, in the event any Additional Projects are developed on property within the Premises that is under exclusive federal legislative jurisdiction, then Tenant will be obligated to pay Landlord for the costs of providing ISP Services at then-current ISP Services Rate so long as such property remains under exclusive legislative jurisdiction.

(b) Beginning on the Commencement Date and continuing throughout the Term, Tenant shall pay, as Additional Rent, all other amounts of money and charges required to be paid by Tenant under this Lease, whether or not such amounts of money or charges are designated "Additional Rent."

5.3 Procedures for Additional Rent. The Additional Rent payable by Tenant pursuant to section 5.2 (such as costs for Demand Services, ARFF Services and Utilities) shall be calculated and paid in accordance with the following procedures:

(a) Concurrently with the execution of this Lease, Landlord and Tenant shall execute the initial Support Agreement reasonably approved by Landlord and Tenant. Thereafter, Tenant agrees to execute and deliver to Landlord each annual Support Agreement reasonably approved by Landlord and Tenant promptly following Landlord's delivery to Tenant of the same, which Support Agreement shall set forth the amount of Base Rent, and the estimated costs for Demand Services, ARFF Services and Utilities for the applicable Lease Year. In addition, Tenant shall execute amendments to each Support Agreement in accordance with the Construction Provisions.

(b) Cost estimates for Demand Services, ARFF Services and Utilities, and payments thereof by Tenant, shall be consistent with Applicable Laws and Landlord's reasonable policy, including the requirement for payment quarterly in advance. Landlord shall reconcile on a quarterly basis the actual costs incurred by Landlord for Demand Services, ARFF Services and Utilities for the previous quarter against the estimated payment previously made by Tenant for such quarter. Landlord and Tenant, reasonably and in good faith, will review costs for Demand Services, ARFF Services, and Utilities periodically to ensure that the rates are based on actual costs to Landlord.

(c) If the 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 5.2 applicable to the Fiscal Year in which the Term commences or ends shall be prorated according to the ratio which the number of days during the 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 5.2 to be performed after such termination.

5.4 Initial Payments. Tenant shall pay to Landlord the amount of the Hangar One Security Deposit in accordance with section 3.8, and on or prior to the Commencement Date, Tenant shall pay to Landlord such other amounts, if any, as are set forth on the approved initial Support Agreement for the calendar quarter during which the Commencement Date occurs.

5.5 Late Payment. Tenant acknowledges that the late payment by Tenant of any installment of Base Rent or Additional Rent will cause Landlord to incur costs and expenses, the exact amount of which is extremely difficult and impractical to fix. Such costs and expenses will include administration and collection costs and processing and accounting expenses. Therefore, if any installment of Base Rent or Additional Rent is not received by Landlord within ten (10) days after such installment is due, Tenant shall immediately pay to Landlord a late charge equal to one-half of one percent (.50%) of such delinquent installment of Base Rent or a late charge equal to two percent (2%) of such delinquent installment of Additional Rent. Landlord and Tenant agree that such late charge represents a reasonable estimate of such costs and expenses and is fair reimbursement to Landlord. In no event shall such late charge be deemed to grant to Tenant a grace period or extension of time within which to pay any Rent or, subject to the terms of section 14.1(a), prevent Landlord from exercising any right or enforcing any remedy available to Landlord upon Tenant's failure to pay each installment of Rent due under this Lease when due. All amounts that become payable by Tenant to Landlord under this Lease shall bear interest from the date due until paid. The interest rate per annum shall be the interest rate established pursuant to Public Law 95 – 563, 31 U.S.C. §3717, 14 C.F.R. §1261.412, OMB Circular A – 94, and any other Applicable Laws which are applicable to the period in which the amount becomes due.

Amounts shall be due upon the earliest one of (i) the date fixed pursuant to this Lease, or (ii) thirty (30) days after the date of the first written demand for payment, consistent with this Lease, including demand upon default.

#### 5.6 Taxes Payable by Tenant.

(a) Landlord advised Tenant that execution of this Lease and Tenant's development, use and occupancy of the Premises may create possessory interests subject to property taxation, and that Tenant may be subject to the payment of property taxes levied on such possessory interests. Tenant shall pay, to the applicable taxing authority upon written demand and prior to delinquency, all ad valorem property taxes, possessory interest taxes and all other taxes, assessments, excises, levies, fees and charges, including all payments related to the cost of providing facilities or services, of every kind and description, general or special, ordinary or extraordinary, foreseen or unforeseen, secured or unsecured, whether or not now customary or within the contemplation of Landlord and Tenant, that are levied, assessed, charged, confirmed or imposed by any public or government authority upon or against, or measured by, or reasonably attributable to, or otherwise with respect to (a) the Premises, any buildings or other improvements thereon or any Personal Property used in connection with the Premises, or any part of the Premises, buildings or other improvements or Personal Property, (b) the cost or value of Tenant's Personal Property located at the Premises or the cost or value of any buildings or other improvements made in or to the Premises by or for Tenant, regardless of whether title to such buildings or other improvements is vested in Tenant or Landlord, (c) any Rent payable under this Lease, including any gross income tax or excise tax levied by any public or government authority with respect to the receipt of any such Rent, (d) the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or (e) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. All taxes, assessments, excises, levies, fees and charges payable by Tenant under this section 5.6 shall be deemed to be, and shall be paid as, Rent. Tenant shall not look to Landlord to pay or reimburse any such taxes imposed during the Transition Term. Notwithstanding the foregoing, if any possessory interest taxes or any other taxes are imposed upon the Premises or Tenant as a result of a change in the federal legislative jurisdiction of the Premises (including, without limitation, a change by Landlord pursuant to 51 U.S.C. § 20146), then the effective as of the commencement of the next following Lease Year, the following annual rent schedule shall apply to all future payments of Annual Base Rent due under this Lease in lieu of the Annual Base Rent set forth in schedules included in the **Basic Lease Information** and section 5.1(b) as follows: (A) for the Initial Term (i) Lease Years 1-3 – \$10,250,000; (ii) Lease Years 4-10 – \$14,500,000; (iii) Lease Year 11 – \$14,750,000; and (iii) Lease Years 12-60 – \$19,500,000; and (B) for the Extension Terms: (x) \$20,000,000 for the first Extension Term; (y) \$20,500,000 for the second Extension Term and (z) \$21,000,000 for the third Extension Term. Notwithstanding the foregoing, if Tenant requests Landlord to change the federal legislative jurisdiction, then the annual rent schedule set forth in this section 5.6(a) shall not apply.

(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 thirty (30) days 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 thirty (30) days 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.

5.7 Rent Payments. Tenant shall pay all Base Rent under section 5.1 and all Additional Rent under section 5.2 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 on or before the first day of each and every Lease Year after the Transition Term during the Term; and with respect to Additional Rent, on or before the first day of each and every calendar quarter after the Transition Term 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.

## ARTICLE 6 Use of the Premises

### 6.1 Permitted Use.

(a) Subject to the provisions of this ARTICLE 6, Tenant shall use the Premises only for the Permitted Use of the Premises and for lawful purposes incidental thereto, consistent with historic preservation requirements under the NHPA, as applicable, and no other purpose whatsoever. Tenant shall not do or permit to be done in, on or about the Premises, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any Applicable Laws. Tenant shall, at all times, exercise precautions for the safety and health of all persons on the Premises.

(b) Tenant shall not do or permit anything to be done in or about the Premises which will unreasonably obstruct or interfere with the rights of Landlord or other tenants or users of the Property in any material respect, or injure or cause material damage to them, or which is prohibited by or would cause a cancellation of any insurance policy applicable to the Premises. Tenant shall not use or allow the Premises to be used for any unlawful activity, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises or commit or suffer to be committed any waste in, on or about the Premises. Tenant shall not receive, store or otherwise handle any product or material that is explosive or highly inflammable, except in accordance with Applicable Laws.

(c) Tenant shall not do, nor permit any of Tenant's Related Entities to do, any act or thing that might interfere with other communications facilities, radio transmissions, or cellular or

other electromagnetic transmissions on or above the Property, or with Landlord's overall spectrum management activities.

6.2 Provisions Applicable to the Airfield. The Airfield shall only sell Jet A fuel, unless another type of fuel may be sold on the Airfield under Applicable Law, including NEPA. The Airfield will be operated in accordance with the Airfield Management and Operations Plan. Tenant shall retain a Qualified Airfield Operator to operate the Airfield in accordance with this Lease. Additionally, Tenant shall provide air traffic control services for the Airfield pursuant to the Airfield Management and Operations Plan, including the maintenance and replacement of the air traffic control equipment as required by the Airfield Management and Operations Plan, at Tenant's sole cost and expense. Landlord and Tenant acknowledge and agree that Tenant shall retain CANG to provide such air traffic control services, provided that Tenant may replace CANG with another provider at such time CANG is no longer a tenant of the Property, subject to Applicable Laws and the Airfield Management and Operations Plan. The air traffic control center is currently located within Building 158 though Tenant will have the right to relocate the air traffic control center to another building or tower within the Premises so long as there is no disruption in air traffic control services and such relocation is in compliance with Applicable Laws and the Airfield Management and Operations Plan. Tenant shall be entitled to possession, without any additional consideration and on an "AS-IS basis" without any representation or warranty except that Landlord hereby confirms that it owns all such items free and clear of any liens or encumbrances, of all of those items of property which are used in the operation of the Airfield and which are described in Exhibit S. Landlord further agrees that it will, upon Tenant's request, deliver possession to Tenant without any additional consideration and on an "AS-IS basis" without any representation or warranty except that Landlord hereby confirms that it owns all such items free and clear of any liens or encumbrances, certain Hangar One property items generally referred to as the Hangar One relics. Landlord will store, at Landlord's sole cost and expense, the Hangar One relics until such time Tenant requests such items to be transferred to Tenant's possession. If Tenant requests the transfer of any of the Hangar One relics, Tenant shall cover any and all costs related to the transport and delivery of such items to Tenant.

6.3 Provisions Applicable to the Golf Course. Tenant shall retain a Qualified Golf Course Operator to operate the Golf Course in accordance with this Lease.

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#### 6.5 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 site. Tenant understands that the groundwater is contaminated with solvents and petroleum hydrocarbons. 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. In addition, the Navy is responsible for various other cleanup sites on the Premises, including Hangar One. Tenant hereby acknowledges receipt of the Environmental Reports. It is not the intention of the Parties that this Lease allocate any liability for any Existing Environmental Conditions to Tenant, except 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 shall promptly 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) Landlord will use best efforts to have the Navy accept any dewatered groundwater generated by Tenant from the Premises into treatment facilities operated by the Navy that are now or hereafter existing on the Property. Landlord shall also use its best efforts to have the MEW Companies accept any dewatered groundwater from Area AR-A1 that contains VOCs. To the extent Navy and/or MEW Companies do not accept such dewatered groundwater, Landlord

shall accept such dewatered groundwater into Landlord's treatment facility to the extent it has capacity. Tenant shall characterize dewatered groundwater in order to determine proper means for disposal. Tenant shall obtain any necessary permits for discharge of extracted groundwater to sanitary sewer or storm drain. Copies of such permits will be provided to Landlord.

(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;

(iii) Tenant shall obtain and maintain in effect all permits and licenses required pursuant to any Environmental Law for Tenant's activities on the Premises, and Tenant shall at all times comply with all applicable Environmental Law applicable to Tenant's operations on the Premises;

(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, and Tenant shall store all Hazardous Materials used in Tenant's operations in a manner that protects the Premises, the buildings and other Improvements, the Property and the environment from accidental spills and releases. Notwithstanding the foregoing, this section 6.5(e)(v) does not apply to any fuel farm(s) that is currently installed or will be installed to serve the Airfield;

(vi) Tenant shall not cause any release of any Hazardous Material on or about the Premises, whether affecting surface water or groundwater, air, the land or the subsurface environment;

(vii) Tenant shall promptly remove from the Premises any Hazardous Material introduced, or permitted to be introduced, onto the Premises by Tenant which is not a Permitted Material and, 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) all Hazardous Material and all Permitted Materials handled by or permitted on the Premises (or such portion thereof) by Tenant (excluding any Existing Environmental Conditions or any Hazardous Materials which Landlord, CANG or any other federal, state or local Government agency is permitted to handle or store on the Premises (the "Government Hazardous Materials")); 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 the Government Hazardous Materials), 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 Law and shall notify Landlord of any such release.

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 (excluding the Government Hazardous Materials), Tenant shall correct any such violation within ninety (90) days 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 ninety (90) days, 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 ninety (90) days and, having so commenced, thereafter prosecutes with diligence and dispatch and completes the same.

6.6 EPA Cooperation. Landlord acknowledges that Tenant is seeking to obtain assurance from the EPA and/or United States Department of Justice with regard to statutory liability protections under CERCLA. If requested by Tenant, Landlord shall undertake such ministerial acts and shall execute as the fee owner of the Property such documents as may be reasonably required by such agencies in connection therewith.

6.7 Compliance With Law.

(a) Except as otherwise specifically set forth in the Construction Provisions with regard to the application of APD 8822.1 (NASA Research Park Design Review Program), APR 8829.1 (Construction Permit Process) and APD 8829.1 (Construction Permit), and with respect to changes to the NADP TDM Plan, Tenant shall, at Tenant's sole cost and expense, promptly comply with all Applicable Laws. Tenant shall not be obligated to comply with any NASA Ames Regulations hereafter adopted by Landlord unless and until Landlord has notified Tenant of such new NASA Ames Regulations and allowed Tenant a reasonable period of time to conform thereto.

(b) Notwithstanding section 6.7(a), Tenant shall not be obligated to comply with the NASA Ames Health and Safety Plan, except with respect to: explosive materials; radioactive materials (as defined by the Nuclear Regulatory Commission); Class IIIa, IIIb or IV lasers or microwave or radio frequency transmitters; cryogenics; pressure systems; or human pathogens that require Center for Disease Control Biosafety level III or IV containment. 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.

(c) This Lease does not grant Tenant any rights to use the NASA, NASA Ames Research Center, or NASA Research Park name, initials or logo. Tenant agrees to submit to Landlord for its approval all promotional and advertising material that uses the NASA, NASA Ames Research Center, or NASA Research Park name, initials or logo 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.) governing the use of the words "National Aeronautics and Space Administration" and the letters "NASA".

(d) Landlord shall not change any NASA Ames Regulations existing as of the Effective Date and/or promulgate or approve any new NASA Ames Regulations after the Effective Date which would materially increase Tenant's costs to develop and/or operate the Premises as permitted by this Lease, except to the extent such change or new regulation is required by Applicable Laws, is part of a nationwide change that NASA is making to all similar regulations throughout the United States, and/or is necessary to address health or life safety issues.

#### 6.8 Environmental Stewardship and Sustainability.

(a) Tenant agrees to participate actively in Landlord's recycling, energy, and water conservation programs, including the use of reclaimed water for irrigation whenever feasible.

(b) Tenant, at its sole cost and expense, shall comply with the MFA 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 comply with the Landlord's integrated pest management program, which emphasizes preventative measures and Tenant's use of chemicals and pesticides only in the absence of other measures, except as may otherwise be provided in the Golf Course Operations Plan.

(d) Tenant agrees to apply, to the maximum extent reasonably feasible, sustainable design principles to the design and construction of all Rehabilitation and Infrastructure.

6.9 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, public health and safety standards), (b) determine whether Tenant is performing Tenant's obligations hereunder, (c) supply any service to be provided by Landlord, or (d) post notices of non – responsibility, provided that any such entry shall be undertaken so as to cause as little interference to Tenant as reasonably practicable. Any such entry shall be made by written request not less than seventy – two (72) hours prior to entry and subject to Tenant's security requirements, including the requirement that Landlord be accompanied at all times by a representative of Tenant (unless such entry is required for emergency or security purposes and such prior notice is not possible, in which event 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 from within the Property), to erect and maintain gates, and to regulate or prevent traffic, provided, that Landlord agrees to work with Tenant to implement

procedures to provide un-gated access to the Premises (or certain portions thereof to be designated by Tenant), so long as the requirements of the Security Plan are satisfied; (ii) to close all or a portion of the Premises when immediate danger to life, environment, or property is discovered until such danger has been reasonably mitigated; (iii) provide first response emergency fire and security responses, including armed and arrest capabilities, consistent with the Security Plan; and (iv) 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 Law and requirements, subject to the terms and conditions of this Lease; provided, however, 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. 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. Tenant waives all Claims against Landlord for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by such entry or Landlord's exercise of such reserved right, except to the extent arising as a consequence of Landlord's gross negligence or willful misconduct. 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.

6.10 Parcelization. At such time as there shall be two (2) 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 (1) 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:

(a) The Base Rent and applicable items of Additional Rent shall be allocated among each Parcel based upon the fair market value of such Parcel as compared to the fair market value of the entire Premises. Such restated leases shall not be cross-defaulted; except that two (2) or more such restated leases shall be cross – defaulted to the extent the tenant under any such restated leases is the same entity or the tenants under any such restated leases are affiliated with each other, except in the case that any such restated lease is subject to a Financing Transaction (in which case a default under any other restated lease shall not be a default under the restated lease which is subject to a Financing Transaction).

(b) Tenant shall create and implement a governance structure among the various Parcels comprising the Premises to address, among other things, 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, which governance structure shall be subject to Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed.

(c) The Parties and Guarantor shall execute, acknowledge and deliver such documents as may be reasonably required to effect the purposes of this section 6.10.

(d) The fair market value of the Parcels and the Premises shall be determined in accordance with the provisions set below. For a period of forty-five (45) days following the date Landlord or Tenant has notified the other that it is necessary to determine the fair market value of the Parcels and the Premises, the parties shall meet and confer (by telephone, electronically, in person or otherwise) as frequently as is reasonably necessary in a good faith effort to agree on the fair market value of the Parcels and Premises. The parties shall in good faith undertake to agree upon the current entitlements for the existing Improvements, as well as the current entitlements available for future development which benefit the Parcels and the Premises, which shall be taken into account by the parties and the Qualified Appraisers in making the fair market value determination for the Parcels and Premises. If the parties are unable to agree on such fair market value during that forty-five (45)-day period, then each party (at its own cost) shall, within sixty (60) days thereafter, obtain from a Qualified Appraiser a determination of such fair market value. If the Qualified Appraisers' fair market values differ by less than ten percent (10%) (measured from the higher fair market value), the fair market value of the Premises and the Parcels, as applicable, shall be the mean average of the two (2) fair market values. If the Qualified Appraisers' fair market values differ by ten percent (10%) (measured from the higher fair market value) or more, then the two (2) Qualified Appraisers appointed by the parties shall, within five (5) business days, jointly appoint a third Qualified Appraiser. If the parties' Qualified Appraisers are unable to agree upon the identity of a third Qualified Appraiser during that five (5)-business day period, then either party may request that such appointment be made by the District Court for the Northern District of California. If, within forty-five (45) days after the appointment of the third Qualified Appraiser, a majority of the Qualified Appraisers agree on the fair market value of the Premises and Parcels, as applicable, then such determination of the Qualified Appraisers shall be binding and conclusive upon the parties. If, within forty-five (45) days after the appointment of the third Qualified Appraiser, a majority of the Qualified Appraisers cannot reach agreement on the fair market value of the Premises and Parcels, as applicable, then the three (3) Qualified Appraisers shall each simultaneously submit their independent appraisal to the parties; the fair market value farthest from the median of the three (3) appraisals shall be disregarded, and the mean average of the fair market values determined by the remaining two (2) appraisals shall be deemed to be the fair market value of the Premises and the Parcels, as applicable, and shall be binding and conclusive upon the parties. Each party shall pay the fees and expenses of the Qualified Appraiser appointed by it and the parties shall share equally the fees and expenses of the third Qualified Appraiser.

6.11 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 immediately notify the other of such request.

6.12 CANG Existing Airfield Agreements.

(a) Landlord agrees that it will cause CANG to continue providing the air traffic control services, including the maintenance services related thereto, in accordance with the terms and provisions of the CANG MOA. Landlord will not change the terms and provisions of the CANG MOA without the prior written consent of Tenant, which consent will not be unreasonably withheld, delayed or conditioned. If CANG for any reason ceases to provide the air traffic control services, (i) Landlord and Tenant agree to cooperate with each other and use their respective good faith efforts to cause CANG to enter into a separate agreement with Tenant concerning use of the Airfield, and (ii) Landlord's reservation of eight thousand (8,000) Reserved Flight Operations (b) (4)

(b) Landlord agrees that to the extent Tenant provides any utility services to the CANG Temporary Use Areas, CANG shall pay Tenant (and not Landlord) for such utility services. Landlord will not modify the CANG Permit or the CANG MOU as it related to the CANG Temporary Use Areas or the Airfield without the prior written consent of Tenant, which Tenant may withhold in its sole and absolute discretion. Landlord agrees for Tenant's benefit that Landlord will enforce the terms and provisions under the CANG Permit and CANG MOU for the CANG Temporary Use Areas and the Airfield which concern maintenance and repair, use restrictions, compliance with Applicable Laws and/or Hazardous Materials.

(c) Landlord and Tenant agree to cooperate with each other and use their respective good faith efforts to cause CANG to enter into a separate agreement with Tenant concerning temporary and permanent relocation of the CANG Temporary Use Areas on terms acceptable to Tenant.

6.13 Water Transit Emergency Center (b) (4), (b) (7)(F)

## ARTICLE 7

### Existing Environmental Conditions and Other Environmental Matters

7.1 Acknowledgment by Tenant. Tenant hereby acknowledges that it has been informed by Landlord of (a) the existence of the Environmental Reports, and (b) the matters that are the subject of (i) the Record of Decision issued on June 9, 1989, by the EPA for the Middlefield-Ellis-Whisman area of Mountain View California, (ii) an Administrative Order for Remedial Design and Remedial Action issued on November 29, 1990 regarding response actions to be performed on the NASA Ames Research Center Property, (iii) 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), (iv) the Navy Federal Facility Agreement (FFA) of August 1990 and subsequent amendments, (v) the NASA Navy Memorandum of Understanding (1992) concerning the transfer of the former Naval Air Station Moffett Field to the National Aeronautics and Space Administration, and (vi) the Records of Decision for Navy sites (OU-1 Sites 1&2, 1997; OU-2 East 1994; OU-5 East-Side Aquifer, 1996; Site 27 Northern Channel and Patrol Road Ditch, 2005; Site 25 Eastern-Diked Marsh and Storm Water Retention Pond, 2010; Site 22 Golf Course Landfill, 2002; Station-Wide No Action Sites, 2002; MEW ROD Amendment for Vapor Intrusion Pathway, 2010) located within the Premises. 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 Landlord, the MEW Companies and the Navy.

7.2 MEW Construction Coordination Agreement. In connection with all Alterations, Capital Improvements, Rehabilitation and Infrastructure, Tenant shall comply with its obligations pursuant to the MEW Construction Coordination Agreement, if executed; provided, however, that wherever in the MEW Construction Coordination Agreement it is stated that "NASA or Project Developer will" or "Project Developer or NASA will" take some action and/or assume some responsibility, then Tenant shall take such action and/or assume such responsibility at no cost or expense to Landlord. 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, and all environmental sampling will be performed under Landlord's oversight.

7.3 Navy Construction Coordination Document. In connection with all Alterations, Capital Improvements, Rehabilitation and Infrastructure, Tenant shall comply with the provisions of the Navy Construction Coordination Document, if executed; provided, however, that wherever in the Navy Construction Coordination Document it is stated that "NASA or Project Developer will" or "Project Developer or NASA will" take some action and/or assume some responsibility, then Tenant shall take such action and/or assume such responsibility at no cost or expense to Landlord. 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, and all environmental sampling will be performed under Landlord's oversight.

7.4 Generator Status. If and to the extent that the MEW Companies do not fulfill their obligations pursuant to the MEW ROD and the MEW Construction Coordination Agreement, if any, and/or the Navy does not fulfill its obligations pursuant to the Navy Memorandum of Understanding, the Record of Decision for Navy sites described in section 7.1 above and the Navy Construction Coordination Document, if any, 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 Construction Coordination Agreement and/or Navy Construction 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.

7.5 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 at any time during the Term, 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.

7.6 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 date of this Lease, 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 at any time during the Term, 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, at any time during the Term, 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.

7.7 Lead-Based Paint Management. Prior to commencement of any of the Initial Projects or any other renovation, demolition or construction work, Tenant shall develop a management and remediation plan for lead-based or PCB-contaminated paint. Such plan shall comply with all Applicable Laws. This plan shall be submitted to Landlord for its prior review and approval, which shall not be unreasonably withheld or delayed. Landlord shall execute all manifests for removal of these materials. (b) (4)

7.8 Asbestos. Prior to commencement of any of the Initial Projects or any other renovation, demolition or construction work, Tenant shall develop an asbestos management and abatement plan. Such plan shall comply with all Applicable Laws. This plan shall be submitted to Landlord for its prior review and approval, which shall not be unreasonably withheld or delayed. Landlord shall execute all manifests for removal of these materials.

7.9 Staging Area. Tenant shall establish a Hazardous Material staging area on the Premises in an area reasonably acceptable to Landlord for use by Tenant. Except for the execution of manifests by Landlord, Tenant will be responsible for 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.

7.10 Existing Environmental Conditions. Landlord acknowledges that Tenant may elect to voluntarily undertake remediation of Existing Environmental Conditions in accordance with Applicable Laws notwithstanding that those conditions were caused by and are the responsibility of third parties. Tenant shall obtain all necessary permits for such work.

7.11 Landlord Additional Responsibilities. Landlord shall be responsible to Tenant and to third parties, including Government agencies, for any environmental conditions it causes on the Premises after the Effective Date.

## ARTICLE 8 Utilities and Demand Services

### 8.1 Landlord's Responsibilities.

(a) During the period from the Effective Date until the applicable Utilities Transition Date, Landlord shall furnish such Utilities in accordance the Utility Plan (provided, however, Tenant agrees that 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 reasonable control. 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. 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 8.1(a) to a third party. In such event, Tenant shall execute such documents as may reasonably be required in connection with such transaction.

(b) Beginning on the applicable Utilities Transition Date and continuing as provided in the Utility Plan, Tenant shall furnish such Utilities desired by Tenant in accordance with the Utility Plan. 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 water or any limitation, curtailment, rationing or restriction on use of water, whether such results from mandatory restrictions or voluntary compliance with guidelines so long as water is made equitably available to all users and occupants thereof. Landlord shall have the right, at its option, to transfer, assign, delegate or otherwise convey its water systems or its obligations to furnish water pursuant to this section 8.1(b) to a third party. In such event, Tenant shall execute such documents as may reasonably be required in connection with such transaction.

(c) 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), 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 5.2 and the Utility Plan, provided, that (i) Landlord shall not undertake any upgrade or capital improvement or separation of a Utility system unless requested by Tenant (and Tenant may elect to undertake such work itself at Tenant's sole cost and expense), and (ii) Landlord will provide to Tenant upon request supporting documentation detailing the cost to operate, maintain and/or upgrade the Utility systems. 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 one (1) year 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.

8.2 Tenant's Responsibilities. Tenant shall pay before delinquency the costs for all Utilities and Demand Services supplied to the Premises in accordance with section 5.2, 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 9  
Maintenance and Repairs

9.1 Obligations of Landlord. Landlord shall maintain and repair the Reserved Areas, 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 Reserved Areas in accordance with Applicable Law. 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 Landlord's obligations under this section 9.1 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 Plan. Landlord agrees that it shall maintain, at its sole cost and expense, in good condition and repair and as required by Applicable Laws: (i) those certain dikes and other flood control structures outside of the Premises that are under Landlord's control, which are depicted on Exhibit R-1 attached hereto, and (ii) that certain fencing in and around the Premises that are designated as Landlord's responsibility, as depicted on Exhibit R-2 attached hereto. Landlord further agrees that to the extent the Airfield Management and Operations Plan and Wildlife Management Plan address areas outside of the Premises owned by Landlord, Landlord shall maintain such areas as required by the Airfield Management and Operations Plan and Wildlife Management Plan. Landlord agrees to comply with Applicable Laws with respect to burrowing owl habitats located within the Property, but outside of the Premises. 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 thirty (30) days after Tenant gives such written notice to Landlord; provided, however, such thirty (30) day period shall be extended so long as Landlord commences the maintenance or repairs within the thirty (30) day 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, and Landlord's liability with respect to any maintenance or repair for which Landlord is responsible shall be limited to the cost of the maintenance or repair. Any damage to any part of the Property for which Landlord is responsible that is caused by Tenant or any of Tenant's Related Entities shall be repaired by Landlord at Tenant's expense and Tenant shall pay to Landlord, as Additional Rent, the reasonable cost of such repairs incurred by Landlord.

9.2 Obligations of Tenant.

(a) Beginning on the Commencement Date and continuing throughout the Term, Tenant shall, at Tenant's sole cost and expense, keep the Premises (excluding the Reserved Areas) free from dirt, rubbish, waste and debris, and maintain and repair the Premises, the buildings and other Improvements and all other Infrastructure owned or controlled by Tenant, roads, streets, sidewalks, Utilities, fencing, equipment, fixtures and Improvements on the Premises, in Good Condition and Repair, ordinary wear and tear, damage by casualty or a Taking, and any periods of repair, Rehabilitation, Alterations or Capital Improvements excepted. If Landlord reasonably believes that Tenant is not performing any of its obligations pursuant to this section 9.2, 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 thirty (30) days after Landlord gives such written notice to Tenant; provided, however, such thirty (30) day period shall be extended so long as Tenant commences the maintenance or repairs within the thirty (30) day period and 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. 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 9.2 extend to and include the Points of Connection subject to and as more particularly outlined in the Utility Plan attached hereto as Exhibit P. Tenant shall promptly repair any damage to the Property caused by Tenant or any of the Tenant Related Entities.

(b) (b) (4)

(c) Tenant agrees to comply with Applicable Laws with respect to burrowing owl habitats located within the Premises. Tenant shall also comply with Applicable Laws pertaining to flood plains and wetlands management.

## ARTICLE 10

### Capital Improvements and Rehabilitation

10.1 Tenant's Obligation for Capital Improvements. In addition to Tenant's other obligations pursuant to this Lease, subject to ARTICLES 15 and 16 below, beginning on the Commencement Date and continuing throughout the Term, Tenant shall make all Capital Improvements that are necessary to maintain the Improvements (excluding any Improvements within the Reserved Areas) in Good Condition and Repair. All Capital Improvements (whether or not Landlord's consent is required) shall be made by Tenant at Tenant's sole cost and expense in accordance with the provisions of this ARTICLE 10.

10.2 Alterations by Tenant. Tenant may make from time to time, without Landlord's prior consent, any Alterations that are required to maintain the Improvements in Good Condition and Repair and are consistent with the Permitted Uses. All Alterations shall be made by Tenant at Tenant's sole cost and expense in accordance with the provisions of this ARTICLE 10. All such Alterations shall be carried out in compliance with Applicable Laws and, to the extent applicable, the Construction Provisions.

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, shall not adversely affect any Building Systems in the case of Alterations, and shall be in a form sufficient to secure the necessary permits under the Construction Provisions. The MFA TDM will require Tenant to reduce trip generation by at least 22%. It is agreed that any higher percentage of average vehicle ridership reductions or increased traffic capacity resulting from infrastructure improvements accomplished by Tenant shall inure to the sole benefit of Tenant. Without limiting the foregoing, all Projects, Capital Improvements, Alterations and Rehabilitation shall be designed and constructed, and the Premises shall be rehabilitated in accordance with the NHPA and Applicable Laws.

10.4 Permits. Tenant shall obtain all required permits for all Projects, Capital Improvements or Alterations from the Ames Construction Permit Office, in accordance with APD 8829.1 (Construction Permit) and APR 8829.1 (Construction Permit Process). In addition, Tenant shall obtain (a) hot-work permits from the NASA Fire Prevention Office during normal business hours at least twenty – four (24) hours 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 Ames Construction Permit Office, 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 Ames 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 shall apply to the Projects, Capital Improvements and Alterations, and to the extent there is a conflict between the terms of the provisions of this Lease and the Construction Provisions, the Construction Provisions shall control.

## 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, 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 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 Improvements on, the Premises by Tenant or Tenant's Related Entities, (ii) the construction of the Infrastructure on the Property 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 (A) gross negligence or willful misconduct of Landlord, (B) any default in the performance of Landlord's obligations under this Lease, (C) in the event Landlord causes an environmental condition on the Premises by releasing Hazardous Materials on, in, about or under the Premises, or (D) any Claims arising out of the use by Landlord or Landlord's designees of any of the Reserved Rights.

(b) Tenant shall indemnify and defend Landlord against and hold Landlord harmless from all Claims against Landlord arising from or related to (i) the performance of each Project and/or each Capital Improvement, (ii) the use or occupancy of, or the development, construction, maintenance, repair, Alteration or Rehabilitation of the buildings other improvements on, the Premises by Tenant or Tenant's Related Entities from and after the Commencement Date, (iii) the construction of the Infrastructure on the Property by Tenant or Tenant's Related Entities, (iv) any default in the performance of Tenant's obligations under this Lease, (v) any damage to any property (including property of Tenant's Related Entities) or any bodily or personal injury, illness or death of any person (including Tenant's Related Entities) occurring in, on or about the Premises or any part thereof arising at any time during the Transition Term caused by any act or omission of Tenant or Tenant Related Entities or from and after the Commencement Date resulting from any cause whatsoever, (vi) any damage to any property (including property of Tenant's Related Entities) or any bodily or personal injury, illness or death of any person (including Tenant's Related Entities) occurring in, on or about any part of the Property other than the Premises from and after the Effective Date when such damage, bodily or personal injury, illness or death is caused by any act or omission of Tenant or Tenant's Related Entities, or (vii) the use, storage, transportation, treatment, disposal, release or other handling, on or about or beneath the Premises, of any Hazardous Material introduced or permitted on or about or beneath the Premises by any act or omission of Tenant or Tenant's Related Entities from and after the Effective Date; provided, however, in no event shall Tenant be obligated to indemnify, defend or hold harmless Landlord from any Excluded Claims, any Claims relating to Existing Environmental Conditions (b) (4)

or  
any Claims arising from the gross negligence or willful misconduct of Landlord or any default in the performance of Landlord's obligations under this Lease. "Excluded Claims" shall refer to any Claims arising from (A) Landlord's entry on the Premises pursuant to this Lease, including without limitation, the use by Landlord or Landlord's designees of any of the Reserved Rights, (B) CANG's entry and operations on the Premises, including, without limitation, (b) (4), (b) (7)(F), CANG's use of the Reserved Flight Operations and CANG's use of the CANG Temporary Use Areas or the CANG Cantonment Area, (C) the entry and operations on the Premises by any of the users under the Existing Airfield Agreements, or (b) (4)

(c) Except to the extent of Claims against Landlord arising as a consequence of the failure of Tenant and/or Tenant's Related Entities to comply with (i) Applicable Laws, (ii) the terms and conditions of any applicable permit or other document related to Tenant's development, construction and installation of the Projects or Capital Improvements, any Rehabilitation or the Infrastructure, and (iii) the other applicable terms and conditions of this Lease, then, notwithstanding the provisions of section 6.5, 11.1(a) or 11.1(b) or ARTICLE 7, Tenant shall have no liability for or obligations relating to Existing Environmental Conditions

and the liability and responsibility for same shall remain with Landlord (b) (4)

, and Landlord waives and agrees not to make any Claims against Tenant with respect to the Existing Environmental Conditions (b) (4)

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. Notwithstanding the foregoing, nothing shall limit Landlord from seeking contribution, performance or enforcement from other responsible parties.

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

#### 11.2 Insurance Coverages and Amounts.

(a) Tenant shall, at all times beginning on the Effective Date except with respect to subsection 11.2 (a) (iv) and (v) below, which shall be required from and after the Commencement Date and continuing throughout 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, including contractual liability, broad form property damage liability, fire legal liability, premises and completed operations, and medical payments, with limits not less than (b) (4)

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 by Tenant. The policy 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 (b) (4) per accident covering such vehicles.

(iii) Tenant shall maintain, and shall cause 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 on behalf of Tenant, 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 (b) (4) per occurrence.

(iv) Except for Hangar Two and Hangar Three for which property and casualty shall not be required, Tenant shall maintain property insurance for the perils covered by a

standard fire insurance policy, extended coverage perils and vandalism and malicious mischief, including coverage for increased costs due to changes in building codes and, if applicable, boiler machinery and pressure vessel insurance. (b) (4)

All such policies shall specify that proceeds shall be payable on a "Full Replacement Value" basis if the Improvements are actually repaired or rebuilt and on an "Actual Cash Value" basis if the Improvements are neither repaired nor replaced, and shall include a "guaranteed amount" or "stipulated amount" endorsement of coverage in lieu of a coinsurance provision under the policy.

(v) All other insurance that Tenant or Guarantor customarily maintains to adequately protect the Premises, consistent with Tenant's or Guarantor'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 or Guarantor. Tenant will carry or cause the Qualified Airfield Operator to carry insurance for the Airfield operations in accordance with the Airfield Management and Operations Plan.

(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, provided such insurance will not be required for Hangar Two and Hangar Three. 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 and equipment stored at the Premises or the Property by Tenant or Tenant's Related Entities and furnished under a Construction Contract, and all materials and equipment that are in the process of fabrication at the premises of any third party or that have been placed in due course of transit to the Premises when such fabrication or transit is at the risk of, or when title to or an insurable interest in such materials or equipment, 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 Infrastructure, as applicable.

(c) (b) (4)

(d) All deductibles under any insurance policy described in this section 11.2 and all self-insured retentions shall be consistent with Tenant's or Guarantor's company – wide insurance program and shall be paid by Tenant.

11.3 Conditions on Property Insurance. In addition to the other conditions and requirements for insurance policies set forth in this ARTICLE 11, Tenant's construction and property insurance policies shall satisfy the following conditions. The policy or policies evidencing construction and property insurance shall provide that, in the event of loss there under, and subject to the terms of any Mortgage, the proceeds of the policy or policies shall be payable to Tenant (or to a Mortgagee) (except as provided in the last sentence of this section 11.3) to be used solely for the repairs or replacement of the property damaged or destroyed, with any balance of the proceeds not required for such repairs or replacement to be paid to Tenant (or to a Mortgagee) (except as provided in the last sentence of this section 11.3); provided, however, that the insurer, after payment of any proceeds in accordance with the provisions of the policy or policies shall have no obligation or liability with respect to the use or disposition of the proceeds. Nothing herein contained shall be construed as an obligation upon Landlord to perform construction, improvements, repairs or replacement of the Premises or any part thereof. Notwithstanding the foregoing, Landlord shall be named as a loss payee of insurance proceeds in excess of (b) (4) subject and subordinate to the rights of any Mortgagee as primary loss payee, provided, that, Landlord agrees that such insurance proceeds will be made available to Tenant to pay for repair or replacement of the damaged Improvements.

#### 11.4 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 thirty (30) days prior written notice to Landlord (ten (10) days 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 thirty (30) days (or ten (10) days, 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 twenty (20) days prior to such cancellation or alteration of insurance coverage.

(c) The commercial general liability and any automobile liability insurance shall be endorsed to name Landlord as an additional insured and shall be primary and noncontributing with any insurance which may be carried by Landlord to the extent Tenant has agreed to indemnify Landlord pursuant to section 11.1 above.

(d) Tenant shall deliver certificates of insurance and endorsements, in form reasonably acceptable to Landlord, to Landlord upon the Commencement Date or Effective Date,

as specified in section 11.2(a) 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, 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.

(f) 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.

11.5 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 11.5 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."

## ARTICLE 12 Assignment and Subletting

12.1 Pre – Construction Assignment. Tenant shall not, directly or indirectly, without the prior written consent of Landlord (which consent may be given or withheld in Landlord's sole and absolute discretion), enter into a Pre – Construction Assignment with respect to a Transfer Property. If Landlord withholds its consent pursuant to section 12.6, then this Lease shall terminate as to such Transfer Property unless, within ninety (90) days after the date on which Landlord withholds its consent, Landlord receives Tenant's written notice (which also shall be

consented to by Guarantor) withdrawing its request to a Pre – Construction Assignment and reaffirming that this Lease shall nevertheless remain in full force with respect to such Transfer Property. If Landlord consents to the Pre – Construction Assignment, the Premises shall be parcelized as provided in section 6.10, and Tenant shall be released from all of its obligations under this Lease with respect to the Transfer Property that arise or occur after the date such Pre – Construction Assignment is consummated.

12.2 Financing Transaction. Tenant may, with the prior written consent of Landlord (which consent shall not be unreasonably withheld, delayed or conditioned), enter into a Financing Transaction with respect to a Transfer Property. If Landlord consents to the Financing Transaction, the Premises shall be parcelized as provided in section 6.10. 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), nor shall Guarantor be released from any of its obligations under the Guaranty, in connection with or as a result of the consummation of such Financing Transaction.

12.3 Post – Commencement Assignment. Tenant shall not, directly or indirectly, without the prior written consent of Landlord (which consent shall not be unreasonably withheld, delayed or conditioned), enter into a Post – Commencement Assignment with respect to a Transfer 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 a Post – Commencement Assignment pursuant to this section 12.3 if the proposed transferee, in Landlord's reasonable judgment:

(a) Lacks the relevant experience to use the Transfer Property for the Permitted Use set forth in this Lease;

(b) Fails to possess the financial capacity to perform its responsibilities and obligations set forth in this Lease;

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

(d) Is an Excluded Contractor.

(b) (4)

12.4 Sublease of Space. Tenant shall not, directly or indirectly, without the prior written consent of Landlord (which consent shall not be unreasonably withheld, delayed or conditioned), enter into a Sublease of Space. Without limiting the foregoing, Tenant agrees that it shall be reasonable for Landlord to withhold its consent to Tenant's request to enter into a Sublease of Space pursuant to this section 12.4 if the proposed subtenant (i) is an Excluded Contractor, (ii) comprises a security risk to the United States, or (iii) is an entity whose use will materially interfere with or be wholly inconsistent with the Government's use of the Airfield (the foregoing conditions listed in subsections (i) – (iii) are herein referred to as the "Minimum Sublease Criteria"). Notwithstanding the foregoing, Landlord's consent will not be required, but Tenant shall give Landlord prior written notice in the case of either: (i) a Sublease of Space to an existing programmatic partner of Landlord then leasing space at the Property, or (ii) a Sublease of Space (including all amendments thereto and any series of Subleases of Space with a single subtenant or its affiliates) covering less than seventy-five thousand (75,000) square feet of the Improvements on the Premises so long as the subtenant satisfies the Minimum Sublease Criteria. The Sublease of Space must provide that if the subtenant at any time becomes an Excluded Contractor or is identified as a security risk to the United States by Landlord, 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 an Excluded Contractor or a security risk to the United States, then Tenant shall 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, nor shall Guarantor be released from any of its obligations under the Guaranty, in connection with or as a result of the consummation of any Sublease of Space (whether or not Landlord's consent is required).

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, which rent shall be at fair market rates at the time the Sublease of Space was made; (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 two (2) months in advance; (iv) that Landlord shall have no liability for prior acts, omission or defaults of Tenant as sublessor under the Sublease of Space; and (v) the remaining provisions of the Sublease of Space have been reviewed by and are acceptable to Landlord in its reasonable judgment (the requirement for Landlord to review and accept the provisions of a Sublease of Space as a condition to Landlord's entering into a nondisturbance and attornment agreement with any subtenant subleasing space in the Improvements shall be applicable regardless of whether Landlord's prior approval was required as a condition to Tenant's entering into such Sublease of Space).

12.5 Transactions with Affiliates and Other Permitted Transfers. Notwithstanding the provisions of sections 12.1 and 12.4, Tenant may enter into a Pre – Construction Assignment or a Post – Commencement Assignment with an Affiliate, so long as such Affiliate satisfies the criteria set forth in section 12.3, and a Transfer of this Lease at any time in connection with a merger, consolidation or other reorganization affecting Guarantor or a transfer of all or substantially all of the assets of Guarantor shall be permitted, in either case without Landlord's prior written consent; provided, however, that, unless prohibited or restricted by Applicable Law, Tenant shall give Landlord prior written notice of any such Transfer. Tenant may enter into a Sublease of Space without Landlord's prior consent but with notice to Landlord as provided in section 12.6 below provided (i) the Sublease of Space is to a joint venture, partnership, limited liability company or

other enterprise in which Guarantor is a material participant and provided that the use of the subleased space is related to the business purpose of such entity or (ii) Sublease of Space is for all or a portion of any Improvement newly constructed by Tenant after the Effective Date so long as the subtenant satisfies the Minimum Sublease Criteria.

12.6 Procedure. If Tenant wishes to enter into any of the Transfers described in sections 12.1 through 12.3, Tenant shall give written notice to Landlord identifying the intended transferee by name and address and specifying all of the terms of the intended Transfer. Tenant shall give Landlord such additional information concerning the intended transferee, including audited financial statements (or if audited financial statements are not available, financial statements certified by an officer of the intended transferee) and a business history, or the intended Transfer (including true copies thereof) as Landlord reasonably requests. If Landlord's consent to the intended Transfer is required, for a period of thirty (30) days 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 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). If Tenant wishes to enter into a Sublease of Space requiring Landlord's approval in accordance with this Article 12, Tenant shall give written notice to Landlord identifying the intended subtenant together with a copy of the proposed sublease. Landlord shall approve or disapprove a request by Tenant for approval of a Sublease of Space in writing within fifteen (15) business days following the submission of the written request for such approval by Tenant. If Landlord disapproves a Sublease of Space it shall state its specific reasons therefore in its written response. Failure of Landlord to respond to such request in writing within such fifteen (15) business day period shall be deemed approval of such Sublease of Space. There shall be no charge to Tenant in connection with a request for approval of a Sublease of Space. Notice to Landlord of any Sublease of Space not requiring Landlord's consent shall be given to Landlord within thirty (30) days of the date of execution of such Sublease of Space, but in all events prior to occupancy of the subleased space by the subtenant.

12.7 Completion of Transfer. Tenant may complete a Transfer pursuant to sections 12.1 through 12.5 (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 6.10; (c) with respect to a Post – Commencement Assignment, the transferee shall agree to pay to Landlord the portion of the amount of Rent then in effect and allocable to the applicable Transfer 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 Transfer 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 Transfer 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. Except to the extent Tenant has been released from its obligations as specifically set forth in this ARTICLE 12, if any transferee or successor of Tenant defaults in the performance of any obligation to be performed by Tenant under this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such transferee or successor.

### ARTICLE 13 Mortgages

13.1 Right to Mortgage. Landlord agrees and consents that Tenant may, 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 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 Post – Commencement 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. After acquiring Tenant's rights, Mortgagee shall be liable to perform Tenant's obligations under this Lease. 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 a Post – Commencement 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 thirty (30) 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);

(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 forty – five (45) days 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 ninety (90) days from the date Landlord gives such notice, 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 any of (b) or (c)(i) or (c)(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. Mortgagee shall be relieved from its obligations to initiate foreclosure of the Mortgage and to proceed diligently therewith 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; provided, however, that such Mortgagee shall have the right to exercise on behalf of Tenant any right to extend the Term for an Extension Term. 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 ninety (90) days 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 sixty (60) days 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 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, 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, and Landlord shall have no obligation to do anything other than to 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 termination or disaffirmation of this Lease, nor shall Landlord have any obligation to terminate any sublease or to dispossess any subtenant. 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 or users 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 a Post – Commencement Assignment to a third party in accordance with section 12.3, and upon such Post – Commencement 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 (which Mortgagee may withhold in its sole and absolute discretion), 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 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.

13.7 Modification for Mortgagee. If, in connection with obtaining construction, interim or permanent financing for any Improvements to be made to or constructed upon the Premises, Mortgagee shall request reasonable modifications or amendments to this Lease as a condition to financing, Landlord will not unreasonably withhold, delay or defer its consent, provided that such modifications do not materially decrease the obligations of Tenant or materially adversely affect Landlord's fee interest or its rights and remedies under this Lease.

#### ARTICLE 14 Events of Default and Remedies

14.1 Default by Tenant. The occurrence of one (1) or more of the following Events of Default shall constitute a breach of this Lease by Tenant:

(a) Tenant fails to pay any Base Rent, or any Additional Rent under section 5.2, or any Additional Rent or other amount of money or charge payable by Tenant under any other provision of this Lease, and such failure continues for more than thirty (30) days after Landlord gives written notice to Tenant that such Rent is due and unpaid; or

(b) Tenant fails to perform or breaches any other agreement or covenant of this Lease to be performed or observed by Tenant as and when performance or observance is due and such failure or breach continues for more than ninety (90) days after Landlord gives written notice

thereof to Tenant; provided, however, that if, by the nature of such agreement or covenant, such failure or breach cannot reasonably be cured within such period of ninety (90) days, an Event of Default shall not exist as long as Tenant commences with due diligence and dispatch the curing of such failure or breach within such period of ninety (90) days and, having so commenced, thereafter prosecutes with diligence and dispatch and completes the curing of such failure or breach; or

(c) Tenant (i) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (ii) makes an assignment for the benefit of its creditors, or (iii) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Tenant or of any substantial part of Tenant's property; or

(d) Without consent by Tenant, a court or government authority enters an order, and such order is not vacated within ninety (90) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Tenant or with respect to any substantial part of Tenant's property, or (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, or (iii) ordering the dissolution, winding – up or liquidation of Tenant; or

(e) This Lease or any estate of Tenant hereunder is levied upon under any attachment or execution and such attachment or execution is not vacated, or a bond is posted to remove such execution or attachment, within ninety (90) days; or

(f) Tenant abandons the Premises; or

(g) Cancellation or breach of, or default under, the Guaranty by Guarantor which is not cured or remedied within applicable notice and cure periods.

14.2 Termination. If an Event of Default occurs, Landlord shall have the right at any time to give a written termination notice to Tenant and, on the date specified in such notice, Tenant's right to possession shall terminate and this Lease shall terminate and the provisions of section 3.10 shall apply. Upon such termination, Landlord shall have the full and immediate right to possession of the Premises (subject to the provisions of section 13.4) and to collect all amounts that would otherwise be due to Tenant under all Subleases of Space or other use or occupancy agreements affecting all or any portion of the Premises. In addition, Landlord shall have the right to recover from Tenant all unpaid Rent which had been earned at the time of termination and all other amounts necessary to compensate Landlord for all costs to recover possession of the Premises and the detriment proximately caused by Tenant's failure to perform all of Tenant's obligations under this Lease. Furthermore, as in – kind consideration in satisfaction of all unpaid Rent for the balance of the Term after termination, Tenant agrees that all Tenant's right, title and interest in and to all of the Improvements shall be vested in the Government and shall be the sole and exclusive property of the Government, and the provisions of section 3.10 shall apply.

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, 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.

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 limitation 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 or to perform any other act to be performed by Tenant under this Lease, 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 or to perform any such other act 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 ten percent (10%) per annum.

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, shall be deemed to be abandoned. Landlord may retain the same, or at the option of Landlord, 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 thirty (30) days after receipt of such notice within which to cure such default. In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages or specific performance, except as otherwise set forth in this Lease.

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 or 3.1(a), Tenant shall promptly commence (in all events within three hundred sixty (360) days after the fire or other casualty) and complete the repairs 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 (whether or not the insurance proceeds, if any, are sufficient for the purpose) and this Lease shall remain in full force and effect, provided, Tenant shall have no obligation to rebuild or restore Hangars One, Two or Three back to their original condition, but may construct such other Improvements to replace the damaged Hangars as permitted under Applicable Laws. Further, Tenant shall have no obligation to restore any improvements within the Reserved Areas. 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 allow Tenant to carry out its obligations hereunder following Tenant's satisfaction of the requirements of the Construction Provisions.

15.2 Termination of Lease. If any building or other improvement, or any part thereof, is damaged by fire or other casualty during the last five (5) years of the then – current Term, then Tenant shall have the right, by giving written notice to Landlord within one hundred eighty (180) days after the occurrence of such fire or other casualty, to terminate this Lease (or the applicable portion of the Premises, in which case the Base Rent shall be equitably reduced based upon the fair market value of the portion of the Premises terminated as compared to the fair market value of the entire Premises, which shall be determined in accordance with the procedure and terms set forth in section 6.10(d) of this Lease) 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 repair, restore and rebuild such building or other improvement 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 improvement and any debris to the extent required by Landlord and Tenant shall deliver the Premises (or the applicable portion thereof) and any undamaged buildings or other improvements in a neat and orderly condition to Landlord. 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.

ARTICLE 16  
Eminent Domain

16.1 Notice of Takings. 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 from and after the Commencement Date. 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 on the Premises and any Infrastructure constructed by Tenant outside of the Premises (including severance damages) as well as Tenant's Personal Property, goodwill and relocation costs; provided, however, that in any event any award shall first be paid to any Mortgagee to the extent of the indebtedness owing under any 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 16.5). In such case, 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 entitlements. Tenant's obligations under this section 16.3 shall be performed by Tenant whether or not the awards, if any, or other payments on account of the Taking, if any, are sufficient to pay the costs to repair, restore and rebuild the Premises and the Improvements. Tenant shall have no obligation to restore any improvements in the Reserved Areas.

16.4 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.

16.5 Abatement of Rent. If a Partial Taking occurs, then, during the period from the date the Partial Taking is effective, Base Rent shall be equitably reduced based upon the fair market value of the Premises and Improvements subject to such Partial Taking as compared to the fair market value of the entire Premises and Improvements, which shall be determined in accordance with the procedure and terms set forth in section 6.10(d) of this Lease.

## ARTICLE 17

### Sale or Conveyance; Estoppel Certificates

17.1 Sale or Conveyance of the Property. If Landlord determines that its interests in the Premises are to be treated as excess property that will be transferred by Landlord, Landlord agrees that it will promptly notify Tenant in writing of such determination. If the original

Landlord hereunder, or any successor owner of the Premises, sells or conveys the Premises, and the successor owner acknowledges in writing its acceptance of an assignment of this Lease and an agreement to be bound by the terms hereof, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease accruing 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. If Landlord sells or conveys the Property or the Premises, then Tenant shall have the right, but not the obligation, to provide the ARFF Services and/or to provide some or all of the ISP Services for the Premises (except those services serving the entire Property and/or those services provided by state and local agencies to the Premises, including without limitation, structural fire response, emergency medical response, and security and law enforcement services). Additionally, the scope of ISP Services subject to the provisions in this section 17.1 shall be limited to those ISP Services provided by Landlord in the then-current fiscal year. If Tenant elects to provide any of the ISP Services for the Premises, then Tenant shall be entitled to a credit against the Base Rent for any and all reasonable third party costs or expenses which are incurred by Tenant in connection with the provision of such ISP Services. If Landlord sells or conveys the Premises, then Landlord shall no longer be entitled to the Reserved Flight Operations, the Reserved Events or the Reserved Areas.

17.2 Federal Legislative Jurisdiction. If Landlord changes the current federal legislative jurisdiction of the Premises pursuant to 51 U.S.C. § 20146, Landlord agrees it will request the State of California to accept retrocession from exclusive and partial jurisdiction to concurrent jurisdiction, and that in all events Landlord shall retain zoning, land use and permitting control over the Premises for the entire Term, as allowed under Applicable Laws.

17.3 Estoppel Certificates.

(a) At any time and from time to time, Tenant shall, within twenty (20) days 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 Commencement 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.

(b) At any time and from time to time, Landlord shall, within twenty (20) days after written request by Tenant or any Mortgagee, 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 Commencement 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 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).

## 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 Close Calls and Mishaps.

(a) If, in Tenant's discretion, Tenant believes that a Close Call or Mishap may become highly visible outside of Tenant's or Guarantor's organization (such as by the media or a governmental agency), then Tenant shall promptly notify Landlord by telephoning the NASA Ames Safety, Health and Medical Services Division at 650 – 604 – 5602.

(b) In addition, if a Mishap involves the death of an individual, or the hospitalization for inpatient care of an individual, then as soon as possible after the Mishap or the earlier of: (i) no more than eight (8) hours after Tenant has knowledge of any such Mishap, or (ii) such timeframes established for reporting Mishaps under Applicable Laws, Tenant shall notify both the Occupational Safety and Health Administration by telephoning the area office nearest the site of the Mishap or its toll – free number (800 – 321 – 6742), and the NASA Ames Safety, Health and Medical Services Division at 650 – 604 – 5602.

(c) The Center Director reserves the right to investigate any Mishap or highly visible Close Call in accordance with Landlord's policies and procedures.

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) Tenant shall not be considered in breach or default under this Lease (including the Construction Provisions) in the event of a delay in the performance of its obligations due to Environmental Force Majeure Delay, Force Majeure Delay or Landlord Delay, and the time or times for performance of Tenant under this Lease shall be extended for the period of such delay (including any remobilization or recovery period required as a consequence of such Environmental Force Majeure Delay, Force Majeure Delay or Landlord Delay). Tenant shall give Landlord notice if Tenant becomes aware that a Landlord Delay has occurred or is in danger of occurring, and if Landlord takes appropriate measures to prevent such delay or to cure the effects of such delay to Tenant's satisfaction, in Tenant's reasonable discretion, within ten (10) business days after receipt of Tenant's notice, no Landlord Delay shall be deemed to have occurred. Notwithstanding the foregoing provisions of this section 19.2(a), no Environmental Force Majeure Delay, Force Majeure Delay or Landlord Delay shall operate to excuse, abate or delay Tenant's obligation to pay Rent except as specifically set forth in section 6.4.

(b) Landlord shall not be considered in breach or default under this Lease (including Exhibit E) in the event of a delay in the performance of its obligations due to Force Majeure Delay, and the time or times for performance of Landlord under this Lease (including Exhibit E) shall be extended for the period of such delay.

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 and in good faith 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 coordinate responses to such inquiries, 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.

19.4 Dispute Resolution. If either Party believes that a dispute exists under this Lease, then such Party may elect to declare a dispute by delivering a Dispute Notice to the other Party. If a dispute is so declared, then Landlord's POC and Tenant's POC shall meet and communicate (in person, by telephone, electronically or otherwise) as frequently as reasonably possible during the thirty (30) days following delivery of the Dispute Notice in a good faith effort to resolve the dispute. If such individuals are unable to resolve the dispute within that thirty (30) day period, then the dispute shall be referred to the Associate Center Director and Tenant's Vice President of Real Estate and Workplace Services. Such individuals shall meet and communicate (in person, by telephone, electronically or otherwise) as frequently as reasonably possible during the thirty (30) days following referral of the dispute in a good faith effort to resolve the dispute. If such individuals are unable to resolve the dispute within that thirty (30) day period, then the dispute shall be referred to the Center Director and Tenant's Chairman and Chief Executive Officer (or their respective designees), who shall meet and communicate (in person, by telephone, electronically or otherwise) as frequently as reasonably possible during the thirty (30) days following referral of the dispute in a good faith effort to resolve the dispute. In lieu of the Center Director, Landlord's Administrator may, in his or her sole and absolute discretion, require the Center Director to transmit or refer the dispute to the Administrator for resolution. If such individuals are unable to resolve the dispute within that thirty (30) day period, then either Party may exercise any right or remedy set forth in this Lease or which is otherwise available at law or in equity.

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 future 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 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 Delaware, and qualified to do business in 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 is an agency of the United States Government.

(b) Landlord has the right, power, legal capacity and authority to enter into and perform its obligations under this Lease, and has sought, obtained and received all approvals necessary or desirable in order for it to be able to execute and perform its obligations under this Lease.

(c) This Lease is a fully binding obligation of the Landlord duly authorized and approved as required by Applicable Law. To the best of Landlord's knowledge, as of the Effective Date, the terms and provision of this Lease and the Exhibits attached hereto do not conflict with the NASA Ames Regulations. To the extent such conflict exists, Landlord waives enforcement of such regulations against Tenant.

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.

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, 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. 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 Continuing Obligations. The rights and obligations of the parties that, by their nature, would continue beyond the expiration or termination of this Lease, e.g., section 4.5(c), and related clauses shall survive such expiration or termination of this Lease.

19.16 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).

[Signatures on following page]  
[The remainder of this page is blank]

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

Tenant:

PLANETARY VENTURES, LLC,  
a Delaware limited liability company

By: GEV Real Estate, Inc., a Delaware  
corporation,  
Its: Member

By: Google Inc., a Delaware corporation,  
Its: Sole shareholder



By: David Radcliffe  
David Radcliffe,  
Vice President of Real Estate  
and Workplace Services

Landlord:

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

By: Calvin Williams  
Calvin Williams,  
Assistant Administrator  
for Strategic Infrastructure

EXHIBIT A

Legal Descriptions, Boundary Survey and Site Diagrams

A legal description of the Premises is attached as Exhibit A-1. A boundary survey of the Premises is attached as Exhibit A-2. Various diagrams of portions of the Property and the Premises are attached hereto as Exhibits A-3 – A-5. A legal description of the Property is attached hereto as Exhibit A-6. The diagrams are used solely for the purpose of identifying the approximate location and size of the Premises and the other matters identified thereon. Building sizes, site dimensions, access, common areas and parking areas are subject to change.

EXHIBIT A-1

Legal Description of Premises

[Attached]

**LEGAL DESCRIPTION**

**MOFFETT FEDERAL AIR FIELD LEASE PARCEL A**

**Real property situate in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:**

**Being portions of the parcel described in the ALVISO SALT COMPANY Decree Quieting Title No. 38406, filed for record in the County of Santa Clara Official Records on May 8, 1931 as Book 569, Page 126 and Parcel SC-9 described in the Confirmatory Patent from the STATE OF CALIFORNIA, recorded in County of Santa Clara Official Records on February 1, 1968 in Book 8013, Page 394 and Moffett Field as shown on a certain Record of Survey titled "Lands Owned by the United States of America Identified as Moffett Federal Air Base" filed for record in the Office of the Recorder of the County of Santa Clara, on April 20, 2000 in Book 726, Pages 33-43 described as follows:**

**Commencing at the most southeasterly corner of Moffett Federal Air Field as shown on said Record of Survey titled "Lands Owned by the United States of America Identified as Moffett Federal Air Base";**

**Thence along the easterly line of said lands North 0°56'59" East, 261.77 feet to a point on said easterly line, said point being also the True Point of Beginning of this description;**

**Thence South 69°30'39" West, 44.12 feet;**

**Thence South 72°07'19" West, 77.36 feet to the beginning of a tangent curve to the right, concave northerly, having a radius of 756.96 feet;**

**Thence along said tangent curve, through a central angle of 19°41'59", for an arc length of 260.26 feet;**

**Thence the following eight (8) courses:**

- 1) South 4°03'02" West, 18.28 feet;
- 2) North 82°55'35" West, 83.54 feet;
- 3) North 78°40'04" West, 58.59 feet;
- 4) North 74°47'59" West, 90.68 feet;
- 5) North 74°31'55" West, 144.34 feet;
- 6) North 74°28'35" West, 49.98 feet;
- 7) North 74°07'40" West, 71.21 feet;
- 8) North 73°46'46" West, 49.98 feet;

**Thence North 73°43'26" West, 1570.57 feet to the beginning of a tangent curve to the right, concave northeasterly, having a radius of 970.06 feet;**

**Thence along said tangent curve, through a central angle of 21°34'12", for an arc length of 365.20 feet;**

**Thence the following seven (7) courses:**

- 1) North 49°02'24" West, 660.40 feet;
- 2) South 39°31'19" West, 171.70 feet;
- 3) North 48°23'06" West, 168.85 feet;

- 4) North 39°10'40" East, 256.93 feet;
- 5) North 48°28'24" West, 171.84 feet;
- 6) North 46°52'46" West, 345.76 feet;
- 7) South 43°07'14" West, 96.00 feet;

Thence North 46°52'46" West, 279.09 feet to the beginning of a tangent curve to the right, concave northeasterly, having a radius of 96.00 feet;

Thence along said tangent curve, through a central angle of 25°32'39", for an arc length of 42.80 feet;

Thence North 21°20'07" West, 1534.79 feet;

Thence South 68°39'53" West, 50.35 feet to the beginning of a tangent curve to the right, concave northerly, having a radius of 82.00 feet;

Thence along said tangent curve, through a central angle of 90°00'00", for an arc length of 128.81 feet;

Thence North 21°20'07" West, 1428.24 feet to the beginning of a tangent curve to the right, concave southeasterly, having a radius of 14.50 feet;

Thence along said tangent curve, through a central angle of 90°00'00", for an arc length of 22.78 feet;

Thence the following eleven (11) courses:

- 1) North 68°39'53" East, 277.42 feet;
- 2) North 30°14'27" East, 107.75 feet;
- 3) North 6°09'39" East, 163.43 feet;
- 4) North 68°22'13" East, 229.81 feet;
- 5) North 21°37'47" West, 73.27 feet;
- 6) North 68°22'13" East, 6.86 feet;
- 7) North 21°37'47" West, 18.85 feet;
- 8) North 68°22'13" East, 29.63 feet;
- 9) South 21°37'47" East, 29.09 feet;
- 10) North 68°22'13" East, 26.22 feet;
- 11) South 21°37'47" East, 66.33 feet;

Thence North 68°22'13" East, 77.73 feet to the beginning of a tangent curve to the left, concave northwesterly, having a radius of 21.00 feet;

Thence along said tangent curve, through the central angle of 86°56'52", for an arc length of 31.87 feet;

Thence North 18°34'39" West, 95.82 feet;

Thence North 26°05'42" West, 209.28 feet;

Thence North 22°13'47" West, 72.31 feet to the beginning of a tangent curve to the left, concave southwesterly, having a radius of 17.53 feet;

Thence along said tangent curve, through a central angle of 74°01'56", for an arc length of 22.66 feet;

Thence South 69°42'28" West, 204.17 feet;

Thence North  $4^{\circ}11'56''$  West, 631.27 feet to the beginning of a tangent curve to the left, concave westerly, having a radius of 651.04 feet;

Thence along said tangent curve, through a central angle of  $17^{\circ}05'02''$ , for an arc length of 194.12 feet;

Thence the following three (3) courses:

- 1) North  $21^{\circ}16'58''$  West, 836.97 feet;
- 2) North  $21^{\circ}19'21''$  West, 494.22 feet;
- 3) North  $21^{\circ}27'35''$  West, 604.68 feet;

Thence North  $21^{\circ}08'34''$  West, 422.96 feet to the beginning of a tangent curve to the right, concave easterly, having a radius of 587.00 feet;

Thence along said tangent curve, through a central angle of  $22^{\circ}18'09''$ , for an arc length of 228.49 feet to the beginning of a compound curve, having a radius of 579.92 feet, from the center of said curve a radial line bears North  $88^{\circ}50'25''$  West,;

Thence along said compound curve, through a central angle of  $47^{\circ}13'15''$ , for an arc length of 477.95 feet;

Thence North  $42^{\circ}55'15''$  West, 36.95 feet to the beginning of a non-tangent curve to the right, concave southeasterly, having a radius of 540.00 feet, from the center of said curve a radial line bears North  $42^{\circ}55'15''$  West;

Thence along said non-tangent curve, through a central angle of  $19^{\circ}59'51''$ , for an arc length of 188.47 feet;

Thence North  $67^{\circ}04'36''$  East, 419.68 feet to the beginning of a tangent curve to the left, concave northwesterly, having a radius of 125.00 feet;

Thence along said tangent curve, through a central angle of  $87^{\circ}20'19''$ , for an arc length of 190.54 feet;

Thence the following three (3) courses:

- 1) North  $20^{\circ}15'43''$  West, 380.18 feet;
- 2) North  $22^{\circ}26'39''$  East, 57.78 feet;
- 3) North  $21^{\circ}18'22''$  West, 843.18 feet;

Thence North  $69^{\circ}23'47''$  East, 236.32 feet to the beginning of a non-tangent curve to the left, having a radius of 497.42 feet, from the center of said curve a radial line bears North  $72^{\circ}40'11''$  East;

Thence along said non-tangent curve, through a central angle of  $56^{\circ}15'43''$ , for an arc length of 488.44 feet;

Thence the following six (6) courses:

- 1) North  $73^{\circ}35'32''$  West, 94.18 feet;
- 2) South  $17^{\circ}33'31''$  West, 31.60 feet;
- 3) North  $72^{\circ}49'08''$  West, 92.86 feet;
- 4) North  $18^{\circ}33'01''$  East, 70.44 feet;
- 5) South  $72^{\circ}44'51''$  East, 91.64 feet;
- 6) South  $17^{\circ}33'31''$  West, 18.70 feet;

Thence South  $73^{\circ}35'41''$  East, 93.75 feet to the beginning of a tangent curve to the right, concave southwesterly, having a radius of 517.42 feet;

Thence along said tangent curve, through a central angle of  $56^{\circ}08'13''$ , for an arc length of 506.96 feet;

Thence the following eighteen (18) courses:

- 1) North  $69^{\circ}23'25''$  East, 923.13 feet;
- 2) North  $36^{\circ}57'19''$  East, 185.78 feet;
- 3) South  $22^{\circ}43'02''$  East, 718.35 feet;
- 4) South  $0^{\circ}57'14''$  West, 277.88 feet;
- 5) South  $89^{\circ}02'46''$  East, 50.00 feet;
- 6) South  $3^{\circ}42'46''$  East, 318.42 feet;
- 7) South  $26^{\circ}47'53''$  East, 203.70 feet;
- 8) South  $37^{\circ}13'16''$  East, 625.03 feet;
- 9) South  $13^{\circ}54'46''$  East, 342.20 feet;
- 10) North  $76^{\circ}05'00''$  East, 196.76 feet;
- 11) North  $87^{\circ}34'40''$  East, 96.81 feet;
- 12) South  $88^{\circ}39'24''$  East, 159.66 feet;
- 13) South  $87^{\circ}27'09''$  East, 149.60 feet;
- 14) South  $82^{\circ}17'35''$  East, 46.79 feet;
- 15) North  $80^{\circ}47'19''$  East, 48.22 feet;
- 16) North  $75^{\circ}23'24''$  East, 285.74 feet;
- 17) North  $75^{\circ}15'51''$  East, 244.63 feet;
- 18) North  $74^{\circ}14'46''$  East, 225.13 feet;

Thence North  $74^{\circ}34'35''$  East, 206.97 feet to the beginning of a tangent curve to the right, concave southerly, having a radius of 430.02 feet;

Thence along said tangent curve, through a central angle of  $23^{\circ}21'14''$ , for an arc length of 175.28 feet;

Thence the following ten (10) courses:

- 1) South  $82^{\circ}04'13''$  East, 701.04 feet;
- 2) South  $82^{\circ}25'23''$  East, 568.63 feet;
- 3) South  $82^{\circ}44'12''$  East, 593.40 feet;
- 4) South  $85^{\circ}35'53''$  East, 56.56 feet;
- 5) South  $83^{\circ}01'55''$  East, 163.24 feet;
- 6) South  $78^{\circ}52'05''$  East, 210.51 feet;
- 7) South  $73^{\circ}37'55''$  East, 116.20 feet;
- 8) South  $16^{\circ}29'01''$  West, 40.88 feet;
- 9) South  $73^{\circ}55'16''$  East, 132.57 feet;
- 10) South  $16^{\circ}16'59''$  West, 2908.87 feet;

Thence South  $0^{\circ}56'59''$  West, 6090.59 feet to the **True Point of Beginning**.

Containing an area of 46,358,129 square feet more or less.

**Excepting** therefrom a portion of Moffett Field as shown on a certain Record of Survey titled "Lands Owned by the United States of America Identified as Moffett Federal Air Base" filed for record in the Office of the Recorder of the County of Santa Clara, on April 20, 2000 in Book 726, Pages 33-43 described as follows:

**Commencing** at the most southeasterly corner of Moffett Federal Air Field as shown on said record of survey titled "Lands Owned by the United States of America Identified as Moffett Federal Air Base", being also the

southeasterly corner of Parcel "1" as shown on that certain parcel map, filed for record on April 17, 1989 in Book 598 of Maps, Page 24;

Thence along the easterly line of said lands North  $0^{\circ}56'59''$  East, 261.77 feet;

Thence South  $69^{\circ}30'39''$  West, 44.12 feet;

Thence South  $72^{\circ}07'19''$  West, 77.36 feet to the beginning of a tangent curve to the right, concave northerly, having a radius of 756.96 feet;

Thence along said tangent curve, through a central angle of  $19^{\circ}41'59''$ , for an arc length of 260.26 feet;

Thence the following five (5) courses:

- 1) South  $4^{\circ}03'02''$  West, 18.28 feet;
- 2) North  $82^{\circ}55'35''$  West, 83.54 feet;
- 3) North  $78^{\circ}40'04''$  West, 58.59 feet;
- 4) North  $74^{\circ}47'59''$  West, 90.68 feet;
- 5) North  $74^{\circ}31'55''$  West, 77.03 feet;

Thence North  $0^{\circ}55'35''$  East, 42.69 feet to the **True Point of Beginning** of this description:

Thence north  $0^{\circ}55'35''$  East, 1020.98 feet;

Thence North  $21^{\circ}20'27''$  West, 552.12 feet to the beginning of a non-tangent curve to the left, concave westerly, having a radius of 249.00 feet, from the center of said curve a radial line bears South  $65^{\circ}42'28''$  East;

Thence along said non-tangent curve, through a central angle of  $45^{\circ}37'48''$ , for an arc length of 198.30 feet;

Thence the following eight (8) courses:

- 1) North  $21^{\circ}20'16''$  West, 74.67 feet;
- 2) South  $69^{\circ}51'07''$  West, 74.91 feet;
- 3) North  $21^{\circ}20'27''$  West, 2520.21 feet;
- 4) North  $68^{\circ}53'24''$  East, 1628.68 feet;
- 5) North  $15^{\circ}57'45''$  East, 28.89 feet;
- 6) North  $13^{\circ}42'00''$  West, 20.20 feet;
- 7) North  $60^{\circ}31'07''$  East, 30.83 feet;
- 8) North  $15^{\circ}27'40''$  East, 258.18 feet;

Thence South  $21^{\circ}13'51''$  East, 430.48 feet to the beginning of a tangent curve to the right, concave westerly, having a radius of 605.00 feet;

Thence along said tangent curve, through a central angle of  $22^{\circ}09'26''$ , for an arc length of 233.96 feet;

Thence South  $0^{\circ}55'35''$  West, 4052.09 feet to the beginning of a tangent curve to the right, concave northwesterly, having a radius of 385.00 feet;

Thence along said tangent curve, through a central angle of  $68^{\circ}51'09''$ , for an arc length of 462.66 feet to the beginning of a compound curve, having a radius of 333.00 feet, from the center of said curve a radial line bears South  $20^{\circ}13'16''$  East;

Thence along said compound curve, through a central angle of  $35^{\circ}51'07''$ , for an arc length of 208.37 feet;

Thence North  $74^{\circ}22'10''$  West, 102.59 feet to the **True Point of Beginning**.

Containing an area of 4,836,988 square feet more or less.

Net area being 41,521,141 square feet more or less.

Being also all of Santa Clara County Assessor's Parcel Number 015-35-046 and a portion of 015-036-009 and 116-18-012

As shown as MFA Lease Parcel A on document titled "Moffett Federal Airfield Record Boundary Survey" attached hereto.

For: (b) (4)



Davis Thresh, P.L.S. No. 6868

9.30.2014

Dated



**LEGAL DESCRIPTION**

**MOFFETT FEDERAL AIR FIELD LEASE PARCEL B**  
**1804 N. Shoreline Boulevard, Mountain View, CA 94043**

**BEING** real property in the city of Sunnyvale, County of Santa Clara, State of California, described as follows:

**BEING** a tract of land situate in the Rancho Pastoria de las Borregas, Santa Clara County, California, said tract being more particularly described as follows:

**COMMENCING** at a granite monument set at the point of intersection of the Northerly line of Maude Avenue with the center line of the Mountain View and Alviso Road as said monument is shown on that certain map entitled "Map of the Partition of Part of the Rancho Pastoria de las Borregas Patented to Martin Murphy Jr." filed April 29, 1893 in the Office of the Recorder, Santa Clara County, California in Book "G" of Maps at pages 74 and 75;

Thence along said centerline of Mountain View and Alviso Road , North 58°00'39" East, 54.33 feet;

Thence leaving said centerline, continuing along the following (6) courses:

- 1) North 16°21'09" East, 1,757.62 feet;
- 2) North 73°44'01" West, 432.23 feet;
- 3) North 17°24'09" East, 430.00 feet;
- 4) North 73°44'01" West, 415.16 feet;
- 5) North 17°24'09" East, 555.00 feet to the southerly line of Bayshore State Highway;
- 6) Along said southerly line, South 73°44'01" East, 800.00 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence the following seven (7) courses:

- 1) South 73°44'01" East, 945.30 feet;
- 2) South 73°44'21" East, 1,302.88 feet;
- 3) Leaving said southerly line, South 16°15'39" West, 71.20 feet to the northerly line of Mountain View and Alviso Road;
- 4) South 51°34'34" West, 401.53 feet;
- 5) South 51°46'09" West, 91.92 feet;
- 6) South 58°00'39" West, 1,288.13 feet;
- 7) North 21°20'21" West, 1,810.93 feet to the **TRUE POINT OF BEGINNING**;

Containing an area being 1,688,886 square feet more or less.

As shown as MFA Lease Parcel B on document titled "Moffett Federal Airfield Record Boundary Survey" attached hereto.

For: (b) (4)



Davis Thresh, P.L.S. No. 6868

9.30.2014

Dated



**LEGAL DESCRIPTION**

**MOFFETT FEDERAL AIR FIELD LEASE PARCEL C**

Real property situate in the City of Mountain View, County of Santa Clara, State of California, described as follows:

Being portions of the parcel described in the ALVISO SALT COMPANY Decree Quieting Title No. 38406, filed for record in the County of Santa Clara Official Records on May 8, 1931 as Book 569, Page 126 and Parcel SC-9 described in the Confirmatory Patent from the STATE OF CALIFORNIA, recorded in County of Santa Clara Official Records on February 1, 1968 in Book 8013, Page 394 described as follows:

Commencing at the most southeasterly corner of Moffett Federal Air Field as shown on said record of survey titled "Lands Owned by the United States of America Identified as Moffett Federal Air Base";

Thence along the easterly line of said lands North 0°56'59" East, 6352.36 feet;

Thence North 16°16'59" East, 2908.87 feet to the northeast corner of Moffett Federal Air Field, said point being also the True Point of Beginning of this description;

Thence the following nine (9) courses:

- 1) North 73°55'16" West, 132.57 feet;
- 2) North 16°29'01" East, 68.01 feet;
- 3) South 73°53'45" East, 161.77 feet;
- 4) South 72°54'40" East, 471.30 feet;
- 5) South 74°38'47" East, 146.88 feet;
- 6) South 75°11'23" East, 289.13 feet;
- 7) South 75°16'43" East, 158.57 feet;
- 8) South 70°40'47" East, 166.23 feet;
- 9) South 72°47'14" East, 107.52 feet;

Thence South 73°42'21" East, 716.61 feet to the beginning of a tangent curve to the right, concave southwesterly, having a radius of 230.01 feet;

Thence along said curve through a central angle of 39°59'59", for an arc length of 160.58 feet;

Thence North 73°59'59" West, 2233.06 feet to the True Point of Beginning.

Containing an area of 142,043 square feet more or less.

Together with a portion of the parcel described in the ALVISO SALT COMPANY Decree Quieting Title No. 38406, filed for record in the County of Santa Clara Official Records on May 8, 1931 as Book 569, Page 126 and Parcel SC-9 described in the Confirmatory Patent from the STATE OF CALIFORNIA, recorded in County of Santa Clara Official Records on February 1, 1968 in Book 8013, Page 394 described as follows:

Commencing at said northeast corner of Moffett Federal Air Field, thence South 73°59'59" East, 2233.06 feet;

Thence South 74°00'46" East, 50.67 feet to an angle point in the southern boundary of the aforesaid parcel described in the ALVISO SALT COMPANY Decree Quieting Title No. 38406; said point also being an angle

point in the boundary line of the Record of Survey Filed March 17, 2005, in Book 782 of Maps, at Page 34, Santa Clara County Records;

Thence along said southern boundary and along said boundary line of the Record of Survey, South 16°16'03" West, 51.21 feet to the beginning of a non-tangent curve to the right, concave westerly, having a radius of 400.02 feet, from the center of said curve a radial line bears North 66°36'06" East, said point being also the True Point of Beginning of this description.

Thence along said non-tangent curve, through a central angle of 21°38'01", for an arc length of 151.04 feet;

Thence South 1°45'55" East, 75.51 feet to the beginning of a tangent curve to the left, concave northeasterly, having a radius of 316.02 feet;

Thence along said tangent curve, through a central angle of 50°58'21", for an arc length of 281.14 feet to the beginning of a compound curve, having a radius of 516.03 feet;

Thence along said compound curve, through a central angle of 13°47'11", for an arc length of 124.17 feet;

Thence the following ten (10) courses:

- 1) South 66°31'27" East, 349.00 feet;
- 2) South 67°32'04" East, 348.71 feet;
- 3) South 67°30'02" East, 433.60 feet;
- 4) South 65°32'33" East, 452.05 feet;
- 5) South 66°33'24" East 543.71 feet;
- 6) South 65°21'02" East, 414.93 feet;
- 7) North 75°16'38" West, 497.17 feet;
- 8) North 66°19'57" West, 974.41 feet;
- 9) North 66°09'10" West, 485.50 feet;
- 10) North 67°00'26" West, 986.92 feet;

Thence North 16°16'50" East, 460.30 feet to the True Point of Beginning.

Containing an area of 261,741 square feet more or less.

Net area being 406,784 square feet more or less.

Being also all of Santa Clara County Assessor's Parcel Number 015-35-051 and 015-35-052 per Roll Year 2005-2006.

As shown as MFA Lease Parcel C on document titled "Moffett Federal Airfield Record Boundary Survey" attached hereto.

For: (b) (4)



Davis Thresh, P.L.S. No. 6868

9.30.2014

Dated



EXHIBIT A-2

Boundary Survey of Premises

[Attached]

(b) (4), (b) (7)(F)

EXHIBIT A-3

Property and Premises Site Diagram

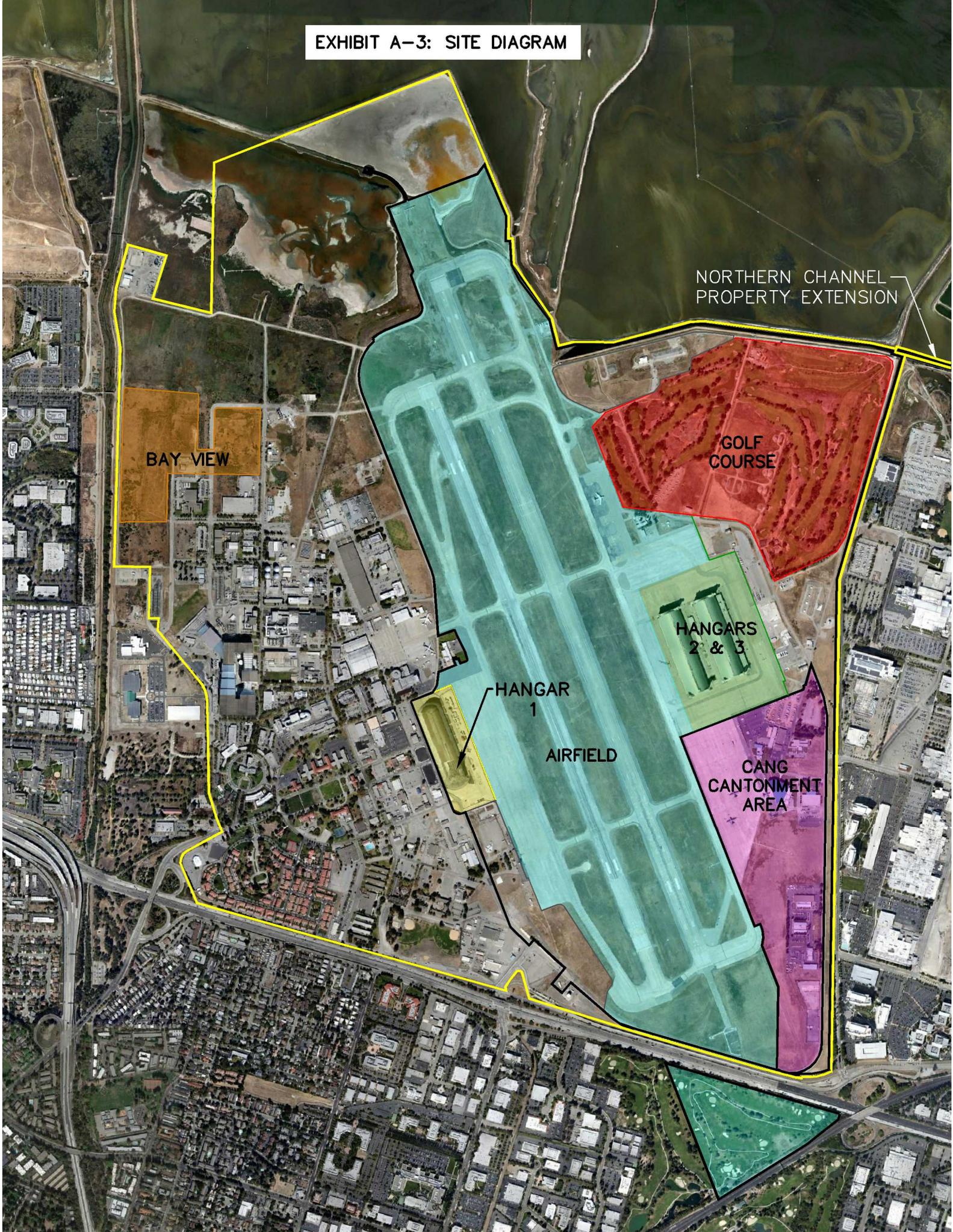
[Attached]

## EXHIBIT A-3: SITE DIAGRAM

### LEGEND

	<u>NASA Ames Research Center Boundary</u>
	<u>Leased Premises Boundary</u>
	<u>CANG Cantonment Area</u>
	<u>Bay View</u>
<u>Leased Premises:</u>	
	MFA Hangar One
	Hangars Two and Three
	Airfield (Active Runways, Taxiways, and Support Areas)
	Moffett Golf Course

**EXHIBIT A-3: SITE DIAGRAM**



**BAY VIEW**

**NORTHERN CHANNEL  
PROPERTY EXTENSION**

**GOLF COURSE**

**HANGARS  
2 & 3**

**HANGAR  
1**

**AIRFIELD**

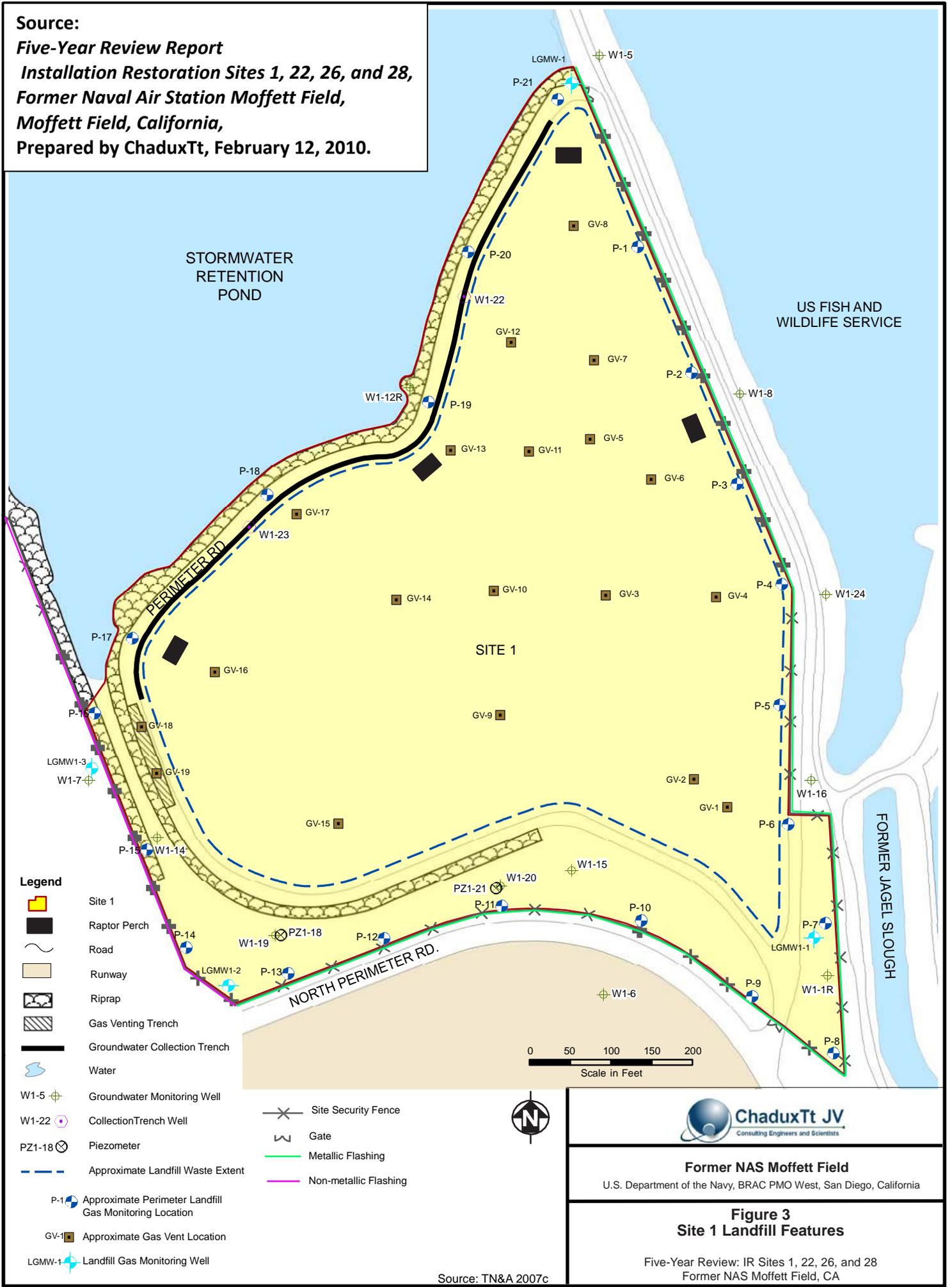
**CANG  
CANTONMENT  
AREA**

EXHIBIT A-4

Airfield Landfill Diagram

[Attached]

**Source:**  
**Five-Year Review Report**  
**Installation Restoration Sites 1, 22, 26, and 28,**  
**Former Naval Air Station Moffett Field,**  
**Moffett Field, California,**  
**Prepared by ChaduxTt, February 12, 2010.**



**Legend**

- Site 1
- Raptor Perch
- Road
- Runway
- Riprap
- Gas Venting Trench
- Groundwater Collection Trench
- Water
- W1-5 Groundwater Monitoring Well
- W1-22 Collection Trench Well
- PZ1-18 Piezometer
- Approximate Landfill Waste Extent
- P-1 Approximate Perimeter Landfill Gas Monitoring Location
- GV-1 Approximate Gas Vent Location
- LGMW-1 Landfill Gas Monitoring Well
- Site Security Fence
- Gate
- Metallic Flashing
- Non-metallic Flashing



**Former NAS Moffett Field**  
 U.S. Department of the Navy, BRAC PMO West, San Diego, California

**Figure 3**  
**Site 1 Landfill Features**

Five-Year Review: IR Sites 1, 22, 26, and 28  
 Former NAS Moffett Field, CA

Source: TN&A 2007c

EXHIBIT A-5

Golf Course Landfill Diagram

[Attached]

US FISH AND WILDLIFE SERVICE

**Source:**  
**Five-Year Review Report**  
**Installation Restoration Sites 1, 22, 26, and**  
**28, Former Naval Air Station Moffett Field,**  
**Moffett Field, California,**  
**Prepared by ChaduxTt, February 12, 2010.**



**Legend**

- |   |                                   |   |  |   |                                     |
|---|-----------------------------------|---|--|---|-------------------------------------|
|  | IR Site 22                        |  | LGMW-3 Landfill Gas Monitoring Well                        |  | WGC2-10 Groundwater Monitoring Well |
|  | Water                             |  | SM-4 Settlement Marker                                     |   |                                     |
|  | Road                              |  | 11 Tree Well   |   |                                     |
|  | Building                          |  | 2 Tree Well Methane Monitoring Point (Monitored Quarterly) |   |                                     |
|  | Former NAS Moffett Field Boundary |  | P12 Perimeter Methane Monitoring Point                     |   |                                     |
|  | Estimated Extent of Refuse        |   |  |   |                                     |

Source: TN&A 2007a



**Former NAS Moffett Field**  
 U.S. Department of the Navy, BRAC  
 PMO West, San Diego, California

**Figure 4**  
**Site 22 Landfill Features**

Five-Year Review: IR Sites 1, 22, 26, and 28  
 Former NAS Moffett Field, CA

EXHIBIT A-6

Legal Description of Property

[Attached]

Exhibit A-6

Legal Description of NASA Ames Research Center  
(The "Property" as defined in the Lease Agreement)

Lands Owned by the United States of America Identified as Moffett Federal Air Base, described as:

A portion of Sections 2-3, 10-15, 23-24, Township 6 South, Range 2 West, Mount Diablo Base and Meridian, lying partially in the City of Mountain View, City of Sunnyvale and the unincorporated Area of Santa Clara County, County of Santa Clara, State of California.

EXHIBIT B

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Assignment") is made and entered into as of \_\_\_\_\_, by and between NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an Agency of the United States ("Assignor"), and PLANETARY VENTURES, LLC, a Delaware limited liability company ("Assignee"), with reference to the following facts.

R E C I T A L S :

A. Assignor and Assignee have entered into that certain Adaptive Reuse Lease dated \_\_\_\_\_ (the "Lease"), pursuant to which Assignor agreed to lease to Assignee, and Assignee agreed to lease from Assignor, the Premises described therein, which is located within NASA Ames Research Center. Capitalized terms used herein and not separately defined have the meanings ascribed to them in the Lease.

B. Assignor now desires to assign and transfer to Assignee all of Assignor's rights and interests in, to and under the Assigned Agreements, as hereinafter defined.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption. Effective as of the Commencement Date (as defined in the Lease), Assignor hereby grants, transfers, conveys, assigns and delegates to Assignee all of its rights and interests of Assignor in, to and under the Assigned Agreements that are set forth and described in Schedule 1 attached hereto and made a part hereof. Assignee hereby accepts such assignment and delegation by Assignor and agrees to fully perform and assume all the obligations of Assignor under the Assigned Agreements first arising from and after the Assignment Date.

2. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which shall taken together be deemed one document.

3. Survival. This Assignment and the provisions hereof shall inure to the benefit of and be binding upon the parties to this Assignment and their respective successors, heirs and permitted assigns.

4. No Third Party Beneficiaries. Except as otherwise expressly set forth herein, Assignor and Assignee do not intend, and this Assignment shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a party to this Assignment.

5. 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 Assignment. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Assignment Date.

ASSIGNEE:

PLANETARY VENTURES, LLC,  
a Delaware limited liability company

By: GEV Real Estate, Inc., a Delaware  
corporation,  
Its: Member

By: Google Inc., a Delaware corporation,  
Its: Sole shareholder

By: \_\_\_\_\_  
David Radcliffe,  
Vice President of Real Estate  
and Workplace Services

ASSIGNOR:

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

By \_\_\_\_\_  
Calvin Williams,  
Assistant Administrator  
for Strategic Infrastructure

SCHEDULE 1  
ASSIGNED AGREEMENTS

**Schedule 1 to Exhibit B**  
**Schedule of Assigned Airfield Agreements**

Agreements Being Assigned to PV						
<b>Entity</b>	<b>Activity</b>	<b>Documents</b>	<b>Annual</b>	<b>Term</b>	<b>Cancellation</b>	
Collins Foundation	Airshows	Reimbursable Space Act Agreement ("RSAA")	Cost Reimbursement \$2,200 net a year	5/2014 annually renewable	At least one week prior to air show	
LB&B	Fuel for Contract SP0600-03-D-5311	Lease on 2.1 acres	Rent: \$140,000 per year net	2023 with extensions	N/A	
Lockheed Martin	Air cargo outgoing	Support Agreement ("SA")				
		Reimbursable Space Act Agreement ("RSAA")	\$-0- net	9/30/2016	Lockheed can cancel at any time.	
Total (1)	Storage of Shipping containers in H3 20k sf +/-	Enhanced Use Lease Of Historic Property	Rent; \$180,000 / year +/-	1/2014	Tenant currently in process of vacating	

Agreements Being Assigned to PV						
Entity	Activity	Documents	Annual	Term	Cancellation	
Loral (2)	Air Cargo out going	Reimbursable Space Act Agreement ("RSAA") Support Agreement ("SA")	Cost reimbursement \$100,000 + /- year	1/31/2017	120 Days either party	
SRI	Test Flights	Support Agreement ("SA")	\$5,000 net	1/13/2016	30 days either party	
ZEE.AERO	R&D for electrically powered UAV.	Reimbursable Space Act Agreement ("RSAA")	\$65,000	2/5/2015	30 days either party	
City of Sunnyvale	Property Lease for 34 acres (GOLF course)	Land Lease	Rent: Approximately \$55,000	5/24/2022		
Landing Permits	Airfield Use	Airfield Use permit	\$-0-	12/2014 longest remaining term	None	
Weather Service	ASOS System		-\$20K			

EXHIBIT C

Conceptual Development Plan

[Attached]

## Exhibit C

**Overview**

Moffett Federal Airfield and the iconic Hangar One (which are collectively referred to in this Conceptual Development Plan as "MFA") have a long and important heritage in the Bay Area and like other national historic assets, both tell the story of our past and our progress as a nation. Tenant's goal is to both rehabilitate these assets and to enhance and reuse them in a manner that recognizes their historic significance while unleashing their potential to contribute to the future. Capitalized terms used in this Conceptual Development Plan, but not defined herein shall have the meaning as given to such terms in the Lease.

Tenant's concept for the rehabilitation and reuse of MFA prioritizes the rehabilitation of the historic resources at MFA and reuses them in a manner consistent with their historic character. Once rehabilitated, Tenant's development plan ensures these iconic assets will continue to shape the future of our nation by enabling research, testing, assembly, development and educational initiatives related to space, aviation, rover/robotics, and other emerging technologies.

This Conceptual Development Plan contemplates six separate, but inter-related projects (collectively, herein referred to as the "Initial Projects"). The Initial Projects consist of: (1) the re-siding of Hangar One and utilizing the internal space of Hangar One for industrial purposes, including research and development, testing, light assembly and fabrication, and ancillary office spaces related to space, aviation, rover/robotics and other emerging technologies; (2) the rehabilitation of Hangar Two and utilizing the internal space in such hangar for purposes similar to Hangar One; (3) the rehabilitation of Hangar Three and utilizing the internal space in such hangar for purposes similar to Hangar One; (4) the refurbishment and improvement of the Golf Course with the intent to ultimately open it to public play subject to further review and approval; (5) addressing deferred maintenance at the Airfield; and (6) the construction of a new educational and public use facility with surrounding gardens, integrated parking and outdoor aviation exhibits. (b) (4)

## Exhibit C

All work will be carried out in a manner that minimizes impacts on current Airfield and Golf Course operations at MFA. One of the keys to meeting this goal is carefully phasing the Initial Projects. This will be achieved by concentrating on the most important goals up front – while limiting other improvements to correcting deferred maintenance and ensuring uninterrupted operations.

Taken together the key goals of the redevelopment of MFA include:

- Enhancing the historic heritage of MFA;
- Using MFA assets to promote the science of emerging technologies;
- Continuing the vision of the NADP as it relates to MFA;
- Promoting positive environmental stewardship at MFA;
- (b) (4) Hangar One and completing the re-siding of the structure;
- Rehabilitating Hangars One, Two and Three and placing them in service for adaptive reuse at the earliest possible date;
- Continuing Airfield operations at MFA consistent with the flight limitations of the EIS; and
- Upgrading and enhancing the MFA golf experience.

As part of this Conceptual Development Plan, Tenant will agree to undertake the following as part of the Initial Projects:

- Hangar One
  - (b) (4)
  - Re-side Hangar One
  - Create R&D space inside Hangar One
- Hangars Two and Three
  - Rehabilitate the Hangars
  - Use Hangars Two and Three for continued R&D
- Golf Course
  - Refurbish the course and clubhouse utilizing an eco-friendly approach
  - Plan additional upgrades to Golf Course to further enhance the golf experience

## Exhibit C

- (b) (4), (b) (7)(F)
- Education Facility
  - Determine the best location for a new 90,000 square foot educational facility
  - Plan, design, and construct the facility
  - Secure an operator to establish a use program that will involve science, technology, engineering, and mathematics.
- Moffett Federal Airfield
  - Continue Airfield operations with primary users CANG, Landlord, Tenant, and other private / general aviation users who obtain prior permission
  - (b) (4)
  - (b) (4)
  - Maintain lease/easement with Sunnyvale golf course
- Building 158
  - (b) (4)
- Upgrade Building 158 or replace the building with a new facility

**Conceptual Development Plan - Hangar One**

Tenant will re-skin the hangar and adapt it for use in support of research and development and technology innovation. Tenant will investigate the feasibility of returning the clam-shell doors to operation. The new design will reference original elements (such as mooring masts and landing circles) and will respect the industrial landscape character of the airfield as well as the cultural landscape of the Shenandoah Historic District.

The project envisions utilizing the internal space for industrial uses, including research and development, testing, light assembly and fabrication, and educational uses related to space, aviation, rover/robotics and other emerging technologies. (b) (4)

## Exhibit C

From its inception, Hangar One was conceived as a state-of-the-art, futuristic facility on a grand scale. Its design is functional and underscored the emerging science and industry of aviation and aeronautics in the 1930s. (b) (4)

The interior hangar structure will remain largely intact both visually and structurally. The rehabilitation improvements to be constructed inside Hangar One will reflect a high-performance research, testing, assembly, development, and educational environment that complement the structure's original purpose and generally relates to space, aviation, rover/robotics and other emerging technologies. Materials will reflect the technology and innovative character of the original hangar structure: steel, metal and glass. It is anticipated that upon completion of the interior improvements, the clamshell doors will be made operational. Hangar One's tempered environment, view and natural light are at the core of the adaptive reuse sustainability strategy.

It is contemplated that parking for Hangar One will be directly North and East of Hangar One on the current staging and parking area. (b) (4), (b) (7)(F)

The rehabilitation of Hangar One will comply with the requirements of APR 8829.1 (Construction Permitting Process) for seismic performance requirements and upgrades. Seismic upgrades will be performed in a similar fashion to the upgrades presented in NASA's Condition of Assessment and Rehabilitation Plan Hangar One dated November 30, 2011. The renovation plan includes enhancement or fortification and strengthening of select structural steel members. The soil work will include in-situ ground improvement without groundwater extraction to mitigate potential soil liquefaction under seismic events. As part of this work, portions of the slab-on-grade for the hangar will be removed and replaced. Strengthening of steel members will include the addition of angle

**Exhibit C**

structural shapes to existing angle members. To preserve the original look of the hangar steel construction, connections will be bolted together in a similar fashion as the existing bolted connections.

**Conceptual Development Plan – Education Facility**

The Education Facility is conceived as a self-supporting science, technology, engineering, arts, and mathematics center that will inspire the next generation of innovators in the Silicon Valley. Offering a combination of dedicated learning, exhibition, and meeting spaces, this facility will celebrate the region's rich history while helping to foster a spirit of curiosity, discovery and collaboration.

For the general public, the Education Facility will provide a place for creating awareness of the regional and technological past and challenges that need to be solved for the future. For educators, it will provide tools and resources to enrich curricula and support students of all ages in the exploration of STE(A)M (Science, Technology, Engineering, (Arts), and Mathematics) topics. For the science, technology, and industry community, the facility will be a new focal point to work together and help catalyze public interest in humanity's grand challenges.

The facility is currently conceived as a building of approximately 90,000 square feet with surrounding grounds and outdoor spaces designed to serve as the place that awakens and focuses the region on technological challenges and inspires the innovative and creative spirit. The location at Moffett Field provides unique access to science by its adjacency to NASA Ames Research Center, Moffett Federal Airfield, and the Shenandoah National Historic District.

(b) (4)

The building is envisioned as a landmark in form and sustainability with plans to meet the United States Green Building Council's (USGBC) requirements for LEED Platinum Certification.

**Exhibit C**

Exterior spaces will contain exhibits, learning and service spaces. Interior spaces will be flexible, scalable, and adaptable to allow the program to continually evolve to maintain a world class learning, exhibition, and conference and event center. Enhanced educational resources, a showcase of science and technology innovation, and welcoming meeting and conference spaces will attract the science and engineering community and public to this exciting facility. The three programmatic components envisioned for the facility are a Learning Center incorporating laboratories and learning spaces, Exhibits and Galleries, and a Conference and Events Center housing a variety of meeting facilities.

To create maximum flexibility, a traditional structural steel framing solution is proposed with the roof and floor systems consisting of concrete fill over composite metal deck. The structural steel solution can achieve multiple seismic performance objectives by integrating different lateral force resisting systems. Further, due to the existing soil conditions at MFA, these systems would have the least impact on the deep foundation system required.

**Conceptual Development Plan – Building 158**

Building 158 is an existing two-story reinforced concrete building with a three-story tower currently used as the Moffett Federal Airfield terminal and air traffic control (ATC) tower. The building was originally constructed in 1954 as a Cold War Era naval support building after Moffett Field was designated a Navy Master Jet Station in 1953 supporting approximately 300 jet aircraft. The 129th Rescue Wing of the California Air National Guard relocated to Moffett Field in 1984 and currently occupies the control tower. The airfield operates as a Part 139 Class IV airfield, consistent with the NADP and PEIS to maintain ongoing flight operations. A portion of the building is used as the NASA Ames Emergency Operations Center and will continue to be reserved for this use. The ground floor and second floor are used primarily for offices and conference rooms.

Improvements to Building 158 and surrounding elements are planned to take place in phases to allow continued operation. The rehabilitation will include seismic and infrastructure upgrades to meet current codes and current usage needs. Interior improvements will support usage realignment, accessibility and an overall updating of the facility.

**Exhibit C**

(b) (4)

**Conceptual Development Plan – Hangar Two**

Hangar Two is a unique and important structure having filled important functions in aviation history. The current development plan contemplates rehabilitating Hangar Two and adapting it for safe ongoing use. The intent is to rehabilitate Hangar Two and utilize it for purposes similar to the uses described above for Hangar One. (b) (4)

Given the age, construction, and condition of Hangar Two, thorough due diligence will be conducted to assess repair and use options. The due diligence will include wood evaluation, research of all coatings and cladding of the interior, determination of the structural integrity of the truss frame, steel hold downs, and concrete, evaluation of the hangar's seismic integrity, evaluation of the hanger doors, identification of all hazardous materials, and evaluation of access options. A procedure for removal of all hazardous materials will be finalized and put into operation once the scope of this work is determined. Hangar Two and support structures adjacent to Hangar Two will be rehabilitated as is determined most appropriate to the adaptive reuse plan. The intent of the plan for Hangar Two is to immediately commence the rehabilitation work and place the Hangar in use at the earliest possible date.

**Conceptual Development Plan – Hangar Three**

Hangar Three is a unique and important structure having filled important functions in aviation history. The current development plan contemplates rehabilitating Hangar Three and adapting it for safe ongoing use. The intent is to rehabilitate Hangar Three and utilize it for purposes similar to the uses described above for Hangar One. Given the age, construction, and condition of Hangar Three, thorough due diligence will be conducted to assess repair and use options. The due diligence will include wood evaluation, research of all coatings and cladding of the interior, determination of the structural integrity of the truss

**Exhibit C**

frame, steel hold downs, and concrete, evaluation of the hangar's seismic integrity, evaluation of the hanger doors, identification of all hazardous materials, and evaluation of access options. A procedure for removal of all hazardous materials will be finalized and put into operation once the scope of this work is determined. Hangar Three and support structures adjacent to Hangar Three will be rehabilitated as is determined most appropriate to the adaptive reuse plan. The intent of the plan for Hangar Three is to immediately commence the rehabilitation work and place the Hangar in use at the earliest possible date.

(b) (4)

**Exhibit C**

(b) (4)

**Conceptual Development Plan – Golf Course and Supporting Amenities**

In general, Tenant's concept is to make improvements to the Golf Course and supporting amenities that will improve the appearance, presentation, environmental friendliness, and service delivery at the Golf Course. (b) (4), (b) (7)(F)

Beginning with the arrival experience, improvements to the parking lot, the landscaping surrounding the parking lot, the entryway signage and landscaping, and other aspects of the sense of arrival into the golf operation will be evaluated and undertaken as appropriate. Continuing into the facility, improvements to the landscape and turf areas surrounding the clubhouse will be made and the practice greens and practice bunker just to the south and east of the clubhouse will be updated and renovated. Additionally, improvements will be made to the walkways, signage and landscaping leading to the 1<sup>st</sup> tee. Where feasible, visual improvements to the existing clubhouse facility will be made including new paint, new entryways, awnings and all surrounding landscape will be evaluated for improvement along with enhancements to the presentation of the golf cart staging area in front of the clubhouse.

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**Exhibit C**

The clubhouse itself will be evaluated further to determine appropriate remodeling options. Improvements to current fixtures, counters, signage, carpet, paint, and technology in the golf shop area will be made as well as improvements to the hallways and restroom facilities inside the clubhouse. In the restaurant and bar area, improvements or replacements will be made to the carpet, paint, furniture and signage. Additionally, the renovation and expansion of the restaurant facility to serve golfers and the users of Hangars Two and Three is anticipated as part of the longer term improvement program for the golf facility.

EXHIBIT D

Construction Provisions

[Attached]

## Exhibit D

**Section 1.01 General Requirements.**

- (a) Construction Provisions. Each capitalized term used in these Construction Provisions, but not defined herein, shall have the meaning ascribed to it in the Lease. Unless specifically stated otherwise, all references in these Construction Provisions to articles or sections are to articles or section of these Construction Provisions.
- (b) Projects. The Lease contemplates that Tenant will from time to time design, develop, rehabilitate, construct, and deliver various buildings, facilities, horizontal infrastructure and underground improvements (referred to hereinafter in these Construction Provisions, individually as a "Project" and collectively, as the "Projects"). Each Project shall include all necessary work by architects, engineers and other design consultants, the obtaining of all required permits and approvals, and providing all construction management and actual construction, including all labor, services, supplies, materials and equipment necessary for construction and placing in service each Project (collectively such services to be provided by Tenant are herein referred to with respect to each Project as the "Work").
- (c) Application of Construction Provisions. These Construction Provisions shall be applicable to the Work to be performed to carry out the Projects.
- (d) Applicable Requirements. All Work shall comply with Applicable Laws. To the extent Work is conducted on or around the Airfield, such Work shall be done in accordance with the applicable Federal Aviation Administration ("FAA") Aviation Circulars, such as AC 150/5370-27 (Operational and Safety During Construction) and AC 150-5210-24 (Airport FOD Management), and 14 C.F.R. Part 139. With respect to the NASA Ames Regulations, including APDs and APRs, changes or amendments to such NASA Ames Regulations after the Effective Date of the Lease shall only apply to a Project to the extent they are for the purpose of incorporating changes in state or federal design and construction codes, including changes to NPRs and NPDs. The process and the timing for design reviews, permitting and inspections shall be remain as provided herein as of the Effective Date of the Lease; unless mutually agreed to otherwise by the parties in writing. All Work shall be done in a good and workmanlike manner, free and clear of all liens and encumbrances for labor and materials furnished to Tenant. The parties have agreed up on a schedule

## Exhibit D

entitled MFA Building Code Schedule that identifies and clarifies application of APR 8829.1 with respect to the design requirements for accessibility, building code, energy code, fire code, seismic, structural, elevators, mechanical, electrical, and plumbing in force as of the date of the Lease. Such schedule shall be reviewed and updated by the parties on annual basis as needed. The Federal Acquisition Regulations are not applicable to the Projects or the Work.

- (e) Permits. Tenant, as the permit applicant, shall obtain at its sole cost and expense all required planning clearance and construction permits for the design, construction, and occupancy of the Projects. Landlord shall issue the planning clearance and shall be the permitting authority for all Projects. Construction and occupancy permits shall be applied for by Tenant and issued by the NASA Ames Construction Permit Office in accordance with these Construction Provisions, APD 8822.1 (NASA Research Park Design Review Program), APD 8829.1 (Construction Permit), APR 8829.1 (Construction Permit Process), and the approval flow chart shown on Schedule D-1 attached to these Construction Provisions. It is understood that planning clearance, building permits, certificates of occupancy and related reviews, inspections and approvals are to be performed by Landlord in its role as, and taking into consideration matters appropriate to its role as, the permitting authority and not in its role as the fee owner of the Premises. Landlord and Tenant will use good faith efforts to follow the time frames set forth in Schedule D-1, but acknowledge that these time frames may need to be adjusted for matters such as Section 106 consultation with the SHPO and the NEPA process. In the event an APD or APR sunsets or otherwise is not in force at the time Tenant requests commencement of the design review process for a particular Project or is seeking a permit therefore, such APD and APR shall apply regardless of whether they are then currently in force and effect unless mutually agreed otherwise by the parties in writing. Nothing contained in this section shall be deemed to relieve Tenant of its obligations to comply with Applicable Laws and NASA Ames Regulations with respect to design and construction activities or to inform the Landlord of any changes, and obtain approvals from Landlord in the event of any material change once a permit has been issued for a Project; provided, however, Tenant shall not be obligated to comply with changes in Applicable Laws or NASA Ames Regulations with respect to plans submitted and accepted for permit review prior to the effective date of such change. Landlord's review,

## Exhibit D

comments, recommendations, approvals, and/or conditional approvals on any submittal including the Construction Documents shall be limited to the particular Project for which they are submitted.

- (f) Conceptual Design Review, Design Review and Permitting Costs. No (b) (4) demolition, or construction shall be undertaken until Tenant shall have obtained and paid for all required permits and authorizations relating to the particular phase of the demolition or construction to be undertaken. Tenant shall reimburse Landlord for its Full Costs (as defined below) to provide: (i) conceptual design review and design review, (ii) construction drawing review, (iii) plan checks, (iv) permit issuance, (v) hold-point and final inspections, and (v) issuance of temporary, partial or final certificate(s) of occupancy in connection with each Project. "Full Cost" as used in these Construction Provisions is defined to be Landlord's actual direct costs of all the design, permit and all other review personnel who perform the work using proper skills and care per industry standards as reasonably determined by Landlord that are reasonably incurred to provide the service in question. Full costs shall also include "Landlord's Center Management and Overhead Charge" in an amount calculated annually by NASA, which is equal to approximately sixteen percent (16%), applied to Landlord's direct costs of providing such services as provided in the foregoing sentence. No impact or similar fees shall be charged by Landlord in connection with any Project. Within fifteen (15) business days after Tenant delivers a Progress Schedule (as defined in section 1.03(a)), Landlord shall provide Tenant with an estimate showing both time and cost to provide the design review, permitting and inspection services outlined in these Construction Provisions for Tenant's review and concurrence. Tenant shall make payment in advance of initiation of Landlord's efforts on behalf of Tenant. Advance payments shall be scheduled to ensure that funds are resident with Landlord before federal obligations are incurred in support of work on behalf of the Tenant. Upon issuance of the final certificate of occupancy or certificate of completion of construction for the Project, Landlord shall reconcile the actual costs to the amount paid. A preliminary final bill will be provided to the Tenant no later than ninety (90) days after the issuance of the final certificate of occupancy and completion of the reimbursable agreement. Tenant shall have thirty (30) days to request any additional audit or support documentation. Any additional amounts due from Tenant or owed to Tenant will be billed or refunded, respectively, within the

## Exhibit D

timeframes prescribed under Applicable Laws. Notwithstanding any other provision of these Construction Provisions, all activities under or pursuant to these Construction Provisions are subject to the availability of funds, and no provision of these Construction Provisions shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

- (g) Other Permits. In addition to obtaining construction permits, Tenant shall obtain from the NASA Ames Construction Permit Office: (i) hot-work permits at least twenty-four (24) hours prior to performing any welding, cutting, torching or similar open flame work, and (ii) permits for drilling, confined space entry, facility or road closure/obstruction and high voltage electrical work, in each case before any such work commences. Discharge permits shall be handled through the NASA Ames Construction Permit Office, but shall be issued by the appropriate governmental agency(ies). All other required permits, if any, including any permits which may be required by the FAA under 49 C.F.R. Part 77, shall be obtained by Tenant directly from the appropriate governmental agency(ies), and Tenant shall promptly provide copies thereof to the NASA Ames Construction Permit Office. To the extent any other permits are required that are not issued by the NASA Ames Construction Permit Office and Environmental Management Division, Landlord agrees to join in the application for such permits or provide authorization when such action is necessary, at no cost to Landlord.
- (h) Conceptual Development Plan and Plans. The Plans for the Initial Projects (as defined in the Lease) shall be developed generally in accordance with the Conceptual Development Plan. "Plans" for the Projects shall include: the Concept Design Drawings, Schematic Design Drawings, the Design Development Drawings", and the Construction Documents (as such terms are referenced in APD 8822.1 (NASA Research Park Design Review Program), APR 8829.1 (Construction Permit Process), and Sections 1.05(a)-(c) of these Construction Provisions). Projects shall be completed by Tenant in accordance with the approved Plans therefore.
- (i) Design and Construction Teams. All Work by Tenant shall be done by contractors which are selected by Tenant. The design team assembled by Tenant for each Project shall consist of qualified, licensed design professionals and include architects and civil, mechanical, electrical and

## Exhibit D

structural engineers and other technical consultants as deemed necessary by Tenant (the "Design Team"). The construction team assembled by Tenant for each Project shall include a general contractor, and its subcontractors, material suppliers and vendors (the "Construction Team"). Tenant may from time to time terminate, add or replace members of the Design Team and/or the Construction Team.

- (j) **Subcontractors.** Tenant shall require the general contractors for the Projects to employ only subcontractors who are duly licensed and qualified to perform the Work. Tenant assumes responsibility for the proper performance of the Work of the Design Team and the Construction Team and their subcontractors, suppliers and vendors. Nothing in the Lease or these Construction Provisions is intended to or shall be deemed to create any legal or contractual relationship between Landlord and any party other than Tenant.
- (k) **Financial Assurance.** At least fifteen (15) days before the commencement of construction with respect to a permitted Project, Tenant shall propose to Landlord a means by which Landlord shall have adequate assurances regarding the availability of funds to complete construction of such work, which assurances may be Tenant's (or Guarantor's) then-current financial condition, a commitment for construction financing, establishment of an escrow account or letter of credit for construction funds, or other similar proposal. Landlord shall consider Tenant's proposal in Landlord's reasonable, good faith judgment. If Landlord, acting reasonably and in good faith, does not accept any such proposal for such adequate assurances by Tenant, then Landlord may require that Tenant obtain and keep in force, for the benefit of Tenant and Landlord, a payment and performance bond naming Landlord as an additional obligee, so long as such bond is commonly available in the commercial market. Such bond shall be issued on AIA Form 311/312 or another form reasonably acceptable to Landlord. Each payment and performance bond shall be issued by a California admitted surety that is either listed in the Department of the Treasury's Listing of Approved Sureties (Department Circular 570) or that has an A.M. Best rating of A or better and has an underwriting limitation, pursuant to the California Insurance Code §12090, greater than the value of the relevant Construction Contract. Each bond shall be in an amount reasonably determined by Landlord (but not more than 100% of the construction contract value of the relevant Construction

## Exhibit D

Contract) and shall remain in effect until the entire work under such Construction Contracts shall have been completed. Tenant shall provide evidence to Landlord that Tenant has obtained and will keep in force each such bond prior to the relevant commencement of construction.

- (l) Tenant Representative. Tenant shall appoint one or more representatives in writing (collectively, "Tenant Representative") to be the primary point of contact with Landlord during the design and construction of each Project. The same person may serve as the Tenant Representative for multiple Projects. Tenant Representative shall be reasonably available to Landlord and shall have the necessary expertise and experience required to supervise the Work. Tenant Representative shall communicate regularly with Landlord and shall be vested with the authority to act on behalf of Tenant.
- (m) Landlord Representative. Landlord will designate one or more representatives in writing (collectively, "Landlord Representative") for each Project (who may be the same person for multiple Projects) to interface with Tenant Representative with respect to all aspects of the Work. Neither Landlord nor its Landlord Representative shall have any responsibility for coordinating and or managing any construction activities of Tenant.
- (n) Pre-Construction Kick-Off Meeting. A pre-construction kick-off meeting will be held with Landlord Representative and Tenant Representative at least five (5) business days before starting any construction work for any permitted Project. At such meeting, the Tenant Representative will provide an updated Project construction schedule which shall include scheduling for any anticipated utility outages, roads closures/obstruction, special inspections, crane/lifting operations and special permit work, including but not limited to, welding, confined space, high voltage, water discharge, other required permits for air emissions from fueled equipment, and/or fuel storage, and discharges. The parties shall also review the project specific ingress and egress plans, proposed staging/lay-down areas and proposed location of construction trailers, and the construction safety plans. Failure of Tenant to present all appropriate schedules, permits and plans to the Landlord may impact the construction schedule.

Exhibit D(o) Utilities.

(i) Any requests for NASA Ames utility outages will require a minimum of five (5) business days' advance notice. Outages should be held to a minimum in number and duration. Any construction which could impact Landlord's existing operating systems outside the Premises, such as electrical, water, natural gas, sanitary sewer, and storm sewer, shall be coordinated with Landlord Representative at least ten (10) business days in advance.

(ii) Underground utilities must be located using appropriate detection equipment and marked on the surface.

(p) Transportation.

(i) Delivery and hauling of material, equipment, or waste by Tenant shall be coordinated with Landlord prior to Tenant's transportation activity. The parties shall create a specific ingress and egress plan in writing for each Project or group of Projects on-going at any given time. Tenant shall provide copies of each specific ingress and egress plan to the NASA Ames Construction Permit Office.

(ii) Construction outside of normal business hours will be addressed in the specific ingress and egress plan(s), and may require Tenant to reimburse Landlord for the Full Costs incurred by Landlord associated with operating the gates outside of normal business hours. Tenant will use the Ellis Gate, or any another gate mutually agreed by Landlord and Tenant, for all construction deliveries.

(q) Construction Inspections. During the construction of each Project, the NASA Ames Construction Permit Office shall conduct all required inspections per APR 8829.1 and APD 8829.1 ("Required Inspections") at the time of completion of work, to confirm compliance with the approved Plans, submittals, and Permit application. Tenant will schedule all Required Inspections with the NASA Ames Construction Permit Office and will provide access to the construction site for the inspections. Required Inspections will be conducted in accordance with APD 8829.1 and APR 8829.1 and Applicable Laws. When special inspections are required, Tenant shall be responsible for paying, at its sole expense, a third-party

## Exhibit D

inspector. Such inspection reports shall be made available to the NASA Ames Construction Permit Office for review.

- (r) Changes. In the event Tenant proposes a substantive change to the scope or engineering design of any of the permitted Construction Documents, Tenant will submit any such proposed change to the NASA Ames Construction Permit Office for review. Each proposed substantive change will specify the affected permit documents, be numbered sequentially and include the following information:

A reasonably detailed description of the scope of such proposed change, the reasons for the proposed change, and any such other information as Tenant believes to be relevant. If such change impacts the permitted Construction Documents, such change shall be stamped and approved by Tenant's architect or engineer of record. Promptly following receipt of Tenant's proposed change, the NASA Ames Construction Permit Office shall notify Tenant of the additional information required, if any, in connection with reviewing the proposed change. Promptly following such receipt of additional information, the NASA Ames Construction Permit Office will approve or disapprove the proposed change, which approval will not be unreasonably withheld, conditioned or delayed. Tenant shall reimburse Landlord for its Full Costs to review each proposed change.

- (s) Technical Submittals.

The Landlord Representative shall identify key technical submittals required to be approved by the NASA Ames Construction Permit Office for any such Work. All technical submittals shall be stamped and approved by Tenant's architect or engineer of record if required by code. The NASA Ames Construction Permit Office approval of technical submittals shall follow the procedure in the immediately preceding paragraph.

- (t) Interference with NASA Ames Operations. Tenant shall take reasonable steps to minimize interference with Landlord's ongoing operations on the Property.

- (u) Easements. Should a survey or title commitment reveal any utility or other easements that must be released or relocated in order for Tenant to construct a Project, it shall be an express condition of the Lease and an obligation of Landlord that where and when feasible such easements are

## Exhibit D

to be released or relocated in a manner reasonably acceptable to Landlord and Tenant. Any third-party costs incurred as a result of releasing or relocating easements shall be borne by Tenant.

- (v) Standard of Care for Design Professional Services. The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design professional practicing under similar conditions at the same time and locality of the Project.
- (w) Worker's Compensation Insurance. At all times when any construction is in progress, Tenant shall, at Tenant's sole cost and expense, cause its contractors to maintain or cause to be maintained, worker's compensation insurance covering all persons employed by Tenant in connection with the construction and with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant or the Premises and/or the Projects.
- (x) (b) (4)
- (y) LEED Checklist. When applicable, Tenant shall conduct and submit to Landlord a preliminary review of the Leadership for Energy and Environmental Design's (LEED) Checklist to assure Tenant's early design concept for the Improvements is consistent with Landlord's LEED Silver requirement.
- (z) (b) (4), (b) (7)(F)
  
- (aa) Landlord may from time to time issue submittal procedure guidelines which are not inconsistent with these Construction Provisions to provide

## Exhibit D

guidance with respect to the submission , receipt , and processing of the various submittals contemplated by these Construction Provisions.

- (bb) Construction Liaison Costs. Construction liaison services are Demand Services. Tenant shall reimburse Landlord's Full Costs to provide construction liaison support. The construction liaison support shall consist of environmental oversight as described below, Landlord health and safety issues, review of technical submittals and substantive changes, requests for information, coordination of: (1) utility shut offs, (2) traffic impacts or road closures, (3) security issues, and (4) assistance in resolution of unforeseen site conditions. Landlord's level of effort for construction liaison support will vary depending on the scope and amount of work proceeding at any given time. Landlord's environmental oversight shall include environmental site sampling, monitoring, and response to questions on disposition of soil or groundwater from excavations from the installation of Improvements or Off – Site Improvements. Landlord's environmental personnel shall use reasonable efforts to inform Tenant with respect to Existing Environmental Conditions and shall have knowledge of the terms of applicable agreements pertaining to such Existing Environmental Conditions.

**Section 1.02 Submittal Requirements for Plans.**

- (a) General. Plans shall be submitted to Landlord for review and approval prior to implementation. Plan reviews and approvals for each Project shall be conducted in accordance with these Construction Provisions, APD 8822.1 (NASA Research Park Design Review Program), APD 8829.1 (Construction Permit), and APR 8829.1 (Construction Permit Process), as further outlined in Schedule D-1 hereto.
- (b) Submittals and Meetings. The Progress Schedule (as defined in Section 1.03 below) to be included as part of the Concept/Schematic submission will establish dates for submittal of Plans by Tenant and the review and comment on or approval thereof by Landlord. Plan submittal content shall comply with APD 8822.1 (NASA Research Park Design Review Program), APD 8829.1 (Construction Permit), and APR 8829.1 (Construction Permit Process).
- (c) Landlord Approval. Within the time frames identified in Schedule D-1 attached hereto with respect to the various submissions required in

## Exhibit D

Sections 1.05 (a)-(c) below, Landlord shall notify Tenant of Landlord's approval of, disapproval of, or additional comments to the submittal. Landlord's approval shall not be unreasonably withheld. If Landlord should disapprove the submittal, Landlord's written notice of disapproval to Tenant shall contain the specific respects in which the submittal is unacceptable to Landlord as well as the basis for such disapproval. Tenant shall cause the submittal to be revised and shall submit the revised submittal to Landlord that addresses Landlord's review comments as soon as reasonably practicable following receipt of Landlord's notice of disapproval. Landlord shall notify Tenant as soon as reasonably practicable, but not more than ten (10) business days after receipt of the revised submittal of Landlord's approval or disapproval of the revised submittal, with Landlord's approval not to be unreasonably withheld. Tenant will not request incremental reviews of plan submittals. Plan submittals that do not comply with Sections 1.05(a)-(d) will be rejected by Landlord. Any dispute regarding approval of a plan submittal shall be resolved in accordance with the dispute resolution provisions of the Lease.

- (d) Meeting After Submittal of Plans. No later than five (5) business days after the date each submittal is provided to Landlord, Tenant and Landlord, and such other parties as either may deem appropriate to attend such meeting shall meet and confer about the submittal with Tenant identifying during the meeting, among other things, the evolution of the design and any significant changes or deviations from the Conceptual Development Plan or, if applicable, previously submitted Plans.
- (f) Certifications. All areas of design and engineering must be certified by and under the direct supervision of architects and engineers licensed and registered in the State of California.

**Section 1.03 Progress Schedules.**

- (a) Date Due and Content. Concurrent with the submission of the Concept Drawings, Tenant shall deliver, or cause to be delivered, to Landlord a schedule (the "Progress Schedule"), for the design and construction of the Project.

The Progress Schedule shall generally identify activities which must occur in sequence for the successful completion of the Project. It shall depict the responsibilities of Landlord and Tenant (including, without limitation, the

## Exhibit D

duration of all of Landlord's review periods and Tenant's Plan document submittal dates and estimated sheet counts), any agency having jurisdiction over the Premises, Tenant, the Design Team and the Construction Team relating to the Work.

- (b) Purpose. Tenant shall use the Progress Schedule to monitor and evaluate the progress of the Work. Tenant shall provide an updated Progress Schedule to Landlord for its information upon request.

**Section 1.04 Completion of Work for a Project**

- (a) Substantial Completion. "Substantial Completion" is the date on which the Design Team architect certifies in writing and Landlord agrees in writing that the Work or an agreed portion of the Work has been substantially completed in accordance with the permitted Plans. The procedure for certifying and approving Substantial Completion is more fully set forth in subsection (b) below.
- (b) Completion of Project Improvements. After final inspection and the issuance of the Certificate of Occupancy by the NASA Ames Construction Permit Office, Tenant shall provide Landlord with written notice of the Substantial Completion of a Project or an agreed portion thereof which notice shall be accompanied by a certification of the Design Team architect that said Project is Substantially Complete. Landlord will then conduct final inspection. Landlord shall have fifteen (15) business days following such final inspection in which to notify Tenant that it either: (i) concurs in such determination, or (ii) has determined that the Project is not Substantially Complete and provides Tenant with a list of items which, in Landlord's reasonable judgment, must be completed or corrected prior to Landlord's concurrence that the Project is Substantially Complete. Tenant shall permit Landlord to conduct an inspection of the work with Tenant and its contractors to develop a list of items, to conduct such tests or other inspections of the applicable as Landlord may reasonably require, and to review Tenant's Work. Tenant will provide access to the project site to Landlord for inspection. Tenant shall immediately commence to complete or correct the items listed by Landlord. When Tenant has completed or corrected the items listed by Landlord, Tenant shall provide Landlord with notice of the same and Landlord shall have five (5) business days thereafter to notify Tenant of its agreement that the Project is Substantially Complete or to again provide a description of those items which Landlord,

## Exhibit D

acting reasonably, still believes require completion or correction before Landlord will consider the Project to be Substantially Complete. The foregoing procedure will be repeated as often as is necessary until Landlord, acting reasonably, concurs that the Project in question is Substantially Complete. The parties shall thereupon execute and deliver to each other an Acknowledgment of Substantial Completion for such Project. In the event of a dispute regarding Substantial Completion, the provisions of the Lease regarding dispute resolution shall apply.

**Section 1.05 Phases of Design/Construction.**

- (a) **Project Commencement.** Each Project shall commence with an informal review of the proposed design concepts for the Project in an effort to determine the appropriate level of NEPA review and to determine whether the Project is an “undertaking” in accordance with NHPA, to identify the Landlord and Tenant Representatives for the Project and generally outline the goals for the Project. Meeting minutes shall be issued by Tenant and reviewed by Landlord to confirm the discussion and any decisions made at such meetings. Unless objected to within reasonable period such meeting minutes shall be deemed approved.
- (b) **Concept/Schematic Design Phase.** The first phase of design of a Project shall be the “Concept/Schematic Design Phase” corresponding to Attachment 2 of APR 8822.1. Tenant will submit to Landlord during the initial part of this phase “Concept Design Drawings”. The Concept Design Drawings will be subject to Conceptual Design Review (as such term is used in APD 8822.1 (NASA Research Park Design Review Program)). Tenant will then submit to Landlord during the next part of this phase “Schematic Design Drawings”. For the purpose of the Lease and these Construction Provisions, “planning clearance” or “Landlord providing planning clearance” is defined as the issuance in writing by Landlord of full approval to proceed with a Project as set forth in Schedule D-1 and in accordance with paragraph 7.C(2) of APR 8822.1. Landlord will set forth in the planning clearance what requirements and conditions, if any, Tenant is required to complete before Landlord may issue a construction permit to Tenant.
- (c) **Design Development Phase.** The second phase of design of a Project shall be the “Design Development Phase” corresponding to Attachment 3

## Exhibit D

of APR 8822.1. Tenant will submit to Landlord during this phase "Design Development Drawings".

- (d) Construction Documents Phase. The third phase of design of a Project shall be the "Construction Documents Phase" corresponding to the submittal requirements of APR 8829.1 and the time lines set in Schedule D-2. Tenant will submit to Landlord during this phase "Construction Documents".
- (e) SHPO Review. Tenant shall engage with the State Historic Preservation Officer for the State of California (SHPO) through Landlord's historic preservation officer (Ames HPO) if SHPO consultation is required for a particular Project. Tenant shall consult with the Ames HPO during the Conceptual Design Review (prior to the Schematic Design Phase) and at such time, the Ames HPO will identify whether a Project will require SHPO consultation in accordance with Section 106 of NHPA. Tenant will be invited and is encouraged to attend and participate in meetings with Landlord and SHPO. For applicable Projects, Tenant shall prepare the Plans for Landlord's approval and shall work with Landlord for consultation with SHPO.
- (f) NEPA Review. In accordance with APR 8822.1 (NASA Research Park Design Review Program) and NPR 8580.1 (NASA National Environmental Policy Act Management Requirements), Tenant will, upon Landlord's request, provide an environmental evaluation for each Project to Landlord Representative. The environmental evaluation will be in the form of an environmental checklist, subject to review and approval by the NASA Ames Center NEPA Manager and documented in accordance with APR 8500.1 (Ames Environmental Procedural Requirements).
- (g) Construction Phase. Within one hundred eighty (180) days following the issuance of necessary permits, Tenant shall commence the actual construction of a Project and direct such construction to completion in accordance with the Construction Documents and the Progress Schedule, as the same may be updated from time to time by Tenant.
- (h) As-Built Phase. Within sixty (60) days following the date of Substantial Completion for each Project, Tenant shall provide Landlord a complete set of As-Built Drawings for such Project. Tenant shall provide two (2) hard copies and one (1) electronic copy of As-Built Drawings.

**Exhibit D**

- (i) **Project Information.** Within thirty (30) days of completion of each Project or beneficial occupancy, Tenant shall provide Landlord with the total cost of the Project and the square footage of the Project and assist Landlord with its completion of NASA Form 1046 (Transfer and/or Notification of Acceptance of Accountability of Real Property).
- (j) **Prerequisites to Projects.** Before commencing construction of a Project, Tenant shall prepare the following additional plans and submittals for review and approval by Landlord: (i) a construction emissions mitigation plan and emissions schedule consistent with Landlord's Construction Emissions Mitigation Plan, (ii) a storm water management plan, and (iii) any other environmental impacts analyses or surveys, as deemed necessary by Landlord pursuant to Applicable Laws. Prior to completion of the first Project, Tenant shall prepare a MFA transportation demand management plan (or in the alternative, an amendment to Landlord's then-current NASA Ames transportation demand management plan) for review and approval by Landlord.

**Section 1.06 Environmental Requirements.**

- (a) **EIMP.** All Work shall be performed in a manner consistent with the Environmental Impact Mitigation Plan (the "MFA EIMP") attached to the Construction Provisions as Schedule D-2.
- (b) **Amendments to EIMP.** The EIMP shall be amended from time to time at the request of Tenant to reflect current development initiatives and constraints, subject to the approval of Landlord not to be unreasonably, withheld, conditioned or delayed.

**Section 1.07 Environmental Permits.**

A list of existing environmental report and agreement applicable to Work done at the Premises are attached as Exhibits to the Lease.

(b) (4)

## **MFA EIMP**

As of the Effective Date, the MFA EIMP is under review by various Government agencies including, but not limited to the EPA and the RWQCB in connection with the request that they issue Bona Fide Prospective Lessee Letters. At such time as the EPA and the RWQCB issue the Bona Fide Prospective Lessee Letters, the parties shall execute an amendment to the Lease incorporating the MFA EIMP into the Lease as this Schedule D-2 to Exhibit D to the Lease.

EXHIBIT E

Schedule of Environmental Agreements

[Attached]

EXHIBIT E  
Schedule of Environmental Agreements

NASA – CANG (2009)

Memorandum of Agreement (“MOA”) for Air Traffic Control and Maintenance Services at Moffett Federal Airfield, NASA Ames Research Center dated 10 November 2009.

- Agreement between NASA and the California Air National Guard (“CANG”) for the provision of Air Traffic Control and Maintenance serviced for Moffett Federal Airfield by the California Air National Guard 129<sup>th</sup> Rescue Wing.

Memorandum of Understanding (“MOU”) between NASA and CANG dated 10 November 2009

- CANG conducted an Environmental Baseline Survey (“EBS”) in 2004 and updated it in 2009 for this MOU and the real property instrument. The CANG 2009 EBS is included in Exhibit F-2.
- Discusses access of Navy to remediation areas and liability and responsibility for environmental conditions
- Plans for construction and modifications of facilities and the eventual disposition of these facilities
- Discusses Permitted Uses and Ground Rules, Permits, Use/Storage of Hazardous Materials and other Environmental Considerations
- Utilities (gas, electrical, water, sewer)
- Maintenance and Repairs
- Allocation of Liability
- Assignment and Subletting

Navy and EPA/RWQCB/DTSC

Amendment of the Federal Facility Agreement NAS Moffett Field dated 17 December 1993

- Discusses Remediation of Navy Sources within the MEW ROD Regional Study Area
- Discusses cleanup of Petroleum Sites being taken over by the DTSC and RWQCB

Navy and NASA

Memorandum of Understanding between the Department of the Navy and NASA Regarding Moffett Field, CA, dated 22 December 1992

- Original agreement with respect to property transfer

Memorandum of Agreement between the Navy and NASA regarding Institutional Controls at Operable Units One and Five, Moffett Field, California, dated 15 November 1999.

- Documents institutional controls for the Building 191 Pump Station and the Site 1 Landfill Cap

EXHIBIT F

List of Environmental Reports

[Attached]

Exhibit F  
List of Environmental Reports

Document Date	Document Title	Document Author	Site(s); Notes
1978-12	Storm Drainage Study, Naval Air Station, Moffett Field, California; dated December 1978	George S. Nolte & Associates	
1981-08	Environmental Resources Document for the National Aeronautics And Space Administration, Ames Research Center, Moffett Field, California; August 1981	Camp, Dresser, & McKee, Inc.	
1983-06	Phase II and III Hydrogeologic Investigation, Moffett Field Naval Air Station, Sunnyvale, California; dated June 1983	EMCON Associates	
1983-12	Phase IV and V Hydrogeologic Investigation, Moffett Field Naval Air Station; dated December 1983	EMCON Associates	
1984-04	Initial Assessment Study of Naval Air Station, Moffett Field, California, NASA Ames Research Center; dated April 1984	Naval Energy and Environmental Support Activity	
1985-01-16	Deficiency Report Station Drainage System Special Project R11-81. Naval Air Station, Moffett Field, California	Barrett, Harris & Associates, Inc.	
1985-04	Final Report Industrial Waste Engineering Study, Naval Air Station, Moffett Field, California; dated April 1986	ERM-West / Aqua Resources, a Joint Venture	Flux Ponds
1986-06-02	Hazardous Materials Underground Storage Tank Study, Naval Air Station, Moffett Field, California	ERM-West / Aqua Resources, a Joint Venture	
1987-03	AMES Research Center Storm Drainage Study; dated March 1987	Creegan + D'Angelo	
1987-12-01	Subsurface Hazardous Material Investigations, Moffett Field Environmental Sites, Mountain View, California	Harding Lawson Associates	
1987-12-15	Letter to U.S. Environmental Protection Agency, Region IX regarding planning documents for the Remedial Investigation/Feasibility Study at NAS Moffett Field	U.S. Department of the Navy	Tank 41
1988-01-13	Potential Conduits Investigation, Naval Air Station Moffett Field, California; Research Report	Kennedy/Jenks/Chilton	
1988-06-29	Letter to Santa Clara Valley Water District, Subject: Fuel Leaks at Naval Air Station, Moffett Field, California, Enclosure: Status of Underground Tanks at NAS Moffett Field	U.S. Department of the Navy	Tank 41
1989-05	Record of Decision for the Fairchild, Intel, and Raytheon Sites, Middlefield/Ellis/Whisman (MEW) Study Area, Mountain View, California; dated May 1989; included in: Decision / Legal Documents, Former NAS Moffett Field, Moffett Field, California	U.S. Environmental Protection Agency, Region IX	
1989-06-09	Record of Decision: Fairchild, Intel, and Raytheon Sites, Middlefield/Ellis/Whisman (MEW) Study Area, Mountain View, California	U.S. Environmental Protection Agency, Region IX	
1989-07-18	Environmental Engineering Support Services Related to Contamination Remediation at Tank #1, Supplemental Report	Geoscience Consultants, Ltd.	Tank 1
1989-09	Storm Drain System Study, National Aeronautics and Space Administration Ames Research Center; dated September 1989	R.C. Smith Engineers, Inc.	
1990-02-06	Comprehensive Long Term Environmental Action Navy, Naval Exchange, Service Station Building 503, Underground Storage Tank Removal, Interim Remediation Report, Naval Air Station Moffett Field	PRC Environmental Management, Inc.	
1990-07-30	OU 2 Report; Characterization Report; NAS Moffett Field		
1990-08	Federal Facility Agreement Under CERCLA Section 120 Between the United States Environmental Protection Agency, Region 9 and the United States Department of the Navy and the State of California Represented by the California Department of Health Services and the California Regional Water Quality Control Board, San Francisco Bay Region (August 1990)		Site 1, Site 2, Site 3, Site 4, Site 5, Site 6, Site 7, Site 8, Site 9, Site 10, Site 11, Site 12, Site 13, Site 14, Site 15, Site 16, Site 17, Site 18, Site 19
1990-09	Explanation of Significant Differences: Fairchild, Intel, and Raytheon Sites, Middlefield/Ellis/Whisman (MEW) Study Area, Mountain View, California; dated September 1990	U.S. Environmental Protection Agency, Region IX	
1990-09	Phase II Modification Storm Water/Oil Separation System; dated September 1990	Biggs Cardosa Associates Inc.	
1991-04	Phase I Characterization Report, NAS Moffett Field, California, Volume 1, Text; dated April 1991	IT Corporation	
1991-04-15	Comprehensive Long-Term Environmental Action Navy (Clean), Naval Air Station, Moffett Field, Mountain View, California - Buildings 29 Area Field Investigation Technical Memorandum, Volume II	PRC Environmental Management, Inc.	Building 29
1991-05-03	Progress Report Investigation of Former Agricultural Wells in the Vicinity of Buildings N-221b	Chemical Waste Management	Building N-22 1 B; Note 1
1991-07-11	Underground Storage Tank Unauthorized Release (Leak) Contamination Site Report	Santa Clara County Environmental Health	Tank 26
1991-07-11	Underground Storage Tank Unauthorized Release (Leak) Contamination Site Report	Santa Clara County Environmental Health	Tank 28
1991-07-11	Underground Storage Tank Unauthorized Release (Leak) Contamination Site Report	Santa Clara County Environmental Health	Tank 57
1991-07-15	Comprehensive Long Term Environmental Action Navy, Tank and Sump Removal Summary Report, Naval Air Station, Moffett Field, Mountain View, California; with Appendices	PRC Environmental Management, Inc.	
1991-03-08	Work Plan and Progress Report Investigation of Former Agriculture Wells in the Vicinity of Buildings N-221b	Chemical Waste Management	Building N-22 1 B; Note 1

Exhibit F  
List of Environmental Reports

Document Date	Document Title	Document Author	Site(s); Notes
1991-08-16	Letter Report, Underground Storage Tank Removal at Moffett Field NAS, Mountain View, California (Quorum Environmental Consultants, Inc., 16 August 1991) plus Underground Storage Tank Unauthorized Release (Leak) Contamination Site Reports (Santa Clara Valley Water District)	Quorum Environmental Consultants, Inc. and Santa Clara County Environmental Health	Tanks 1, 26, 28, 41, 57
1991-09-05	Revised Field Work Plan for Site Remedial Investigation of the Naval Exchange Service Station, Naval Air Station Moffett Field, Santa Clara County, California	PRC Environmental Management, Inc.	Tank 41
1991-09-06	Letter to Quorum Environmental Consultants, Inc., Subject: Analytical Results for 2 Soil Sample(s) Identified as: Project # 90168-1 (Moffett Field NAS), Received: 08/27/91	West	Tanks 26, 28, 57
1991-11-15	Memorandum to Naval Base San Francisco, Naval Station Treasure Island, Subject: Annual Allowance and Requirement Review for Oil Spill Control Equipment; Hazardous Substance Spill Contingency Plan dated January 1991	National Aeronautics and Space Administration (NASA)	
1992-01-23	Soil and Groundwater Investigation, Settling Basin Site, NASA Ames, Moffett Field, California	BSK & Associates	
1992-08	Remedial Investigation Report, Operable Unit 2: Site 3-11, 13, 14, 16-19, Soils, NAS Moffett Field, California, Volume 1, Text; dated August 1992	IT Corporation	
1992-08	Remedial Investigation Report, Operable Unit 2: Site 3-11, 13, 14, 16-19, Soils, NAS Moffett Field, California, Volume 2, Tables and Figures; dated August 1992	IT Corporation	
1992-08	Remedial Investigation Report, Operable Unit 2: Site 3-11, 13, 14, 16-19, Soils, NAS Moffett Field, California, Volume 3, Appendix A; dated August 1992	IT Corporation	
1992-08	Remedial Investigation Report, Operable Unit 4, West Side Aquifers, NAS Moffett Field, California, Volumes 1 through 4; dated August 1992	IT Corporation	
1992-08-24	Review Of Potential Sources, NAS Moffett Field, MEW Study Area, Mountain View, California	Harding Lawson Associates	
1992-09-18	Letter to Santa Clara Valley Water District, Transmittal of Letter Report, Underground Storage Tank Removal at Moffett Field NAS, Mountain View, California	U.S. Department of the Navy	Tanks 1, 26, 28, 57
1992-09-18	Letter to Santa Clara Valley Water District, Transmittal of Letter Report, Underground Storage Tank Removal at Moffett Field NAS, Mountain View, California	U.S. Department of the Navy	Tank 41
1992-11-19	Letter to California Regional Water Quality Control Board, San Francisco Bay Region, Subject: Oversight Transfer for Release at Moffett Field Naval Air Station, Moffett Field, California -- Self Directed	Santa Clara Valley Water District	Tanks 1, 26, 28, 57
1992-11-19	Letter to California Regional Water Quality Control Board, San Francisco Bay Region, Subject: Oversight Transfer for Release at Moffett Field Naval Air Station, Moffett Field, California -- Self Directed	Santa Clara Valley Water District,	Tank 41
1992-12-01	Preliminary Site Assessment, Hangar 3, Naval Air Station, Moffett Field, California	Chemical Waste Management, Inc.	
1992-12-15	Report on Field Investigation to Locate Abandoned Piezometers and Agricultural Wells in Vicinity of Buildings N-221b and Substation West N-225a	Bentley Engineering Company	Building N-221 B, N-225 A; Note 1
1993-01-23	Underground Storage Tank Unauthorized Release (Leak) Contamination Site Report	Santa Clara County Environmental Health	Tank 99
1993-04-20	Report of Findings, Evaluation of Illicit Discharge Management Program	Uribe & Associates	
1993-05-17	Summary of Potential Source Areas, NAS Moffett Field, Santa Clara County, California	Harding Lawson Associate	
1993-05-28	Archaeological Investigation for the Modification of the Outdoor Aerodynamic Research Facility	Basin Research Associates, Inc.	
1993-07-07	Lab Sheets	Sequoia Analytical	Tanks 17
1993-07-09	Work Plan for Agricultural Well Destruction and Groundwater Monitoring Well Installation	Earth Systems Environmental, Inc.	Note 1
1993-07-21	Lab Sheets	Sequoia Analytical	Tanks 17, 22, 37, 38, 40, 86B
1993-07-21	Lab Sheets (Sequoia Analytical) and Underground Storage Tank Unauthorized Release (Leak) Contamination Site Report (Santa Clara County Environmental Health)	Sequoia Analytical and Santa Clara County Environmental Health	Tank 87
1993-08	Remedial Investigation Report, Operable Unit 5: East Side Aquifers, NAS Moffett Field, California, Volume 1: Text, Tables And Figures; dated August 1993 [date and Final written in by hand]	IT Corporation	
1993-08-09	Remedial Investigation Report, Operable Unit 5, East Side Aquifers, NAS Moffett Field, California, Volume 2 Appendices A Through F; dated August 1993	IT Corporation	
1993-08-25	Memorandum of Agreement (MOA) between NASA Ames Research Center and Naval Facilities Engineering Command, Western Division Concerning Cooperation in Performance of Base Closure And Transfer Activities, Moffett Field, California; included in: Decision / Legal Documents, Former NAS Moffett Field, Moffett Field, California	U.S. Department of the Navy	

**Exhibit F**  
**List of Environmental Reports**

Document Date	Document Title	Document Author	Site(s); Notes
1993-09-21	Letter to County of Santa Clara Department of Public Health: Lab analyses for soil and water samples taken during underground storage tank (UST) removals at NAS Moffett Field, Enclosures: (1) Soil and Water Samples Results, (2) Tank Plot Maps	U.S. Department of the Navy	Tank 39
1993-09-29	Underground Storage Tank Unauthorized Release (Leak) Contamination Site Report with Analysis Report	Santa Clara County Environmental Health	Tank 15
1993-09-29	Underground Storage Tank Unauthorized Release (Leak) Contamination Site Report with multiple attachments	Santa Clara County Environmental Health	Tank 39
1993-09-30	Underground Storage Tank Unauthorized Release (Leak) Contamination Site Report	Santa Clara County Environmental Health	Tank 37
1993-09-30	Underground Storage Tank Unauthorized Release (Leak) Contamination Site Report	Santa Clara County Environmental Health	Tank 40
1993-09-30	Underground Storage Tank Unauthorized Release (Leak) Contamination Site Report	Santa Clara County Environmental Health	Tank 86B
1993-11-23	Underground Storage Tank Unauthorized Release (Leak) Contamination Site Report	Santa Clara County Environmental Health	Tank 80
1993-11-23	Underground Storage Tank Unauthorized Release (Leak) Contamination Site Report	Santa Clara County Environmental Health	Tank 81
1993-11-23	Underground Storage Tank Unauthorized Release (Leak) Contamination Site Report	Santa Clara County Environmental Health	Tank 82
1993-11-23	Underground Storage Tank Unauthorized Release (Leak) Contamination Site Report	Santa Clara County Environmental Health	Tank 83
1993-11-23	Underground Storage Tank Unauthorized Release (Leak) Contamination Site Report	Santa Clara County Environmental Health	Tank 97
1993-11-23	Underground Storage Tank Unauthorized Release (Leak) Contamination Site Report	Santa Clara County Environmental Health	Tank 98
1993-11-24	Underground Storage Tank Unauthorized Release (Leak) Contamination Site Report	Santa Clara County Environmental Health	Tank 47
1993-11-24	Underground Storage Tank Unauthorized Release (Leak) Contamination Site Report	Santa Clara County Environmental Health	Tank 48
1993-11-24	Underground Storage Tank Unauthorized Release (Leak) Contamination Site Report	Santa Clara County Environmental Health	Tank 49
1993-11-24	Underground Storage Tank Unauthorized Release (Leak) Contamination Site Report	Santa Clara County Environmental Health	Tank 50
1993-11-24	Underground Storage Tank Unauthorized Release (Leak) Contamination Site Report	Santa Clara County Environmental Health	Tank 79
1993-11-24	Underground Storage Tank Unauthorized Release (Leak) Contamination Site Report	Santa Clara County Environmental Health	Tank 84
1993-11-29	Agricultural Well Destruction and Groundwater Monitoring Well Installation, Final Report	Earth Systems Environmental, Inc.	Building N225A; Note 1
1993-12-17	NASMF Federal Facilities Agreement (FFA) Amendment of December 17, 1993	U.S. Environmental Protection Agency, Region IX	
1993-12-17	NASMF Federal Facilities Agreement (FFA) Amendment of December 17, 1993; Moffett Field, California; included in: Decision / Legal Documents, Former NAS Moffett Field, Moffett Field, California	U.S. Environmental Protection Agency, Region IX	
1994-01-28	Comprehensive Long-Term Environmental Action Navy (Clean), Revised Final Installation Restoration Program, Petroleum Site (and Waste Water Tanks and Sumps) Characterization Report, Naval Air Station, Moffett Field, California	PRC Environmental Management, Inc.	
1994-02	Hangar 3 Excerpts Of Moffett Field Hangar Life Safety Evaluation, Moffett Field Development Project, Plant Engineering Office; dated February 1994	BAMSI, Inc.	Hangar 3
1994-03-18	Report on the removal of Tank 29 at NAS Moffett Field (Tank 29 Removal Report) (U.S. Department of the Navy, 4 March 1994) and Underground Storage Tank Unauthorized Release (Leak) Contamination Site Report (Santa Clara County Environmental Health, 18 March 1994)	U.S. Department of the Navy and Santa Clara County Environmental Health	Tank 29
1994-04-11	NAS Moffett Field Facsimile to Santa Clara Valley Water District Regarding maps showing the locations of USTs (NAS Moffett Field, 11 April 1994)	NAS Moffett Field	Tank 48
1994-04-28	Final Report, Industrial Waste Engineering Study	ERM-West / Aqua Resources Inc., a Joint Venture	
1994-06	Baseline Environmental Report, Naval Air Station Moffett Field, California; dated June 1994; included in: Decision / Legal Documents, Former NAS Moffett Field, Moffett Field, California		
1994-06	Categorical Exclusion per OPNAVINST 5090.1A: For Transfer of Naval Air Station Moffett Field and Naval Auxiliary Landing Field Crows Landing to National Aeronautical and Space Administration and Onizuka Air Force Base, National Air Station Moffett Field, California; dated June 1994; included in: Decision / Legal Documents, Former NAS Moffett Field, Moffett Field, California	Tetra Tech, Inc.	
1994-07-05	Tank Closure Summary Report for the Removal of Eleven Underground Storage Tanks and Four Above Storage Tanks at the Naval Air Station Moffett Field	Navy Public Works Center, San Francisco Bay	

**Exhibit F**  
**List of Environmental Reports**

Document Date	Document Title	Document Author	Site(s); Notes
1994-07-06	Letter with Attachments to California Regional Water Quality Control Board, San Francisco Bay Region Regarding High-Speed Aircraft Rinse Facility (Building 504), Otherwise Referred To As The Birdbath, and Continued Operation	National Aeronautics and Space Administration (NASA)	Building 504
1994-08	Moffett Field Comprehensive Use Plan, Final Environmental Assessment, Moffett Field, California; dated August 1994	Brady and Associates, Inc.	
1994-09	Moffett Field Comprehensive Use Plan; dated September 1994	NASA Ames Research Center	
1994-09	National Environmental Policy Act; Mitigated Finding of No Significant Impact; Moffett Field Comprehensive Use Plan; Notice 94-ARC-OI; National Aeronautics and Space Administration (NASA); dated September 1994	National Aeronautics and Space Administration (NASA)	
1994-10-31	Comprehensive Long-Term Environmental Action Navy (Clean), Moffett Federal Airfield, California, Final Operable Unit 6, Remedial Investigation, Volume 1	PRC Environmental Management, Inc. and Montgomery Watson	
1994-12-05	Level I Environmental Site Assessment, Area 10 Buildings 330 And 395 (Engine Test Area), Naval Air Station Moffett Field, California	Chemical Waste Management, Inc.	Building 330; Building 395
1994-12-22	EPA Superfund Record of Decision: Moffett Federal Airfield, Final Operable Unit 2- East, Moffett Field, California; Issued by: U.S. Department of the Navy and U.S. Environmental Protection Agency, Region 9	PRC Environmental Management, Inc.	
1995-01-20	Final Additional Petroleum Sites Investigation Technical Memorandum, Moffett Federal Airfield, California	PRC Environmental Management, Inc.	Site 5; Note 1
1995-02-13	Comprehensive Long-Term Environmental Action Navy (Clean), Naval Exchange, Gasoline Station Investigation, Final Technical Memorandum, Moffett Federal Airfield, California	PRC Environmental Management, Inc.	
1995-08-04	Final Horizontal Conduit Study Technical Memorandum, Text, Table, and Figures. Moffett Federal Airfield, California (Formerly Naval Air Station Moffett Field)	PRC Environmental Management, Inc.	
1995-08-31	Final Operable Unit 5 Feasibility Study Report Moffett Federal Airfield, California	U.S. Department of the Navy	Site 26
1995-09-18	Comprehensive Long Term Environmental Action Navy, Final Phase 1 Site-Wide Ecological Assessment, Volume 1 of 3: Text, Tables and Figures, Moffett Federal Airfield, California	PRC Environmental Management, Inc. and Montgomery Watson	
1995-09-18	Final Phase 1 Site-Wide Ecological Assessment Report Errata Sheets, Volume 1 of 3, Volume 2 of 3, and Volume 3 of 3, Moffett Federal Airfield, California	PRC Environmental Management, Inc. and Montgomery Watson	
1995-09-22	Site 8 North Soil Excavation Source Removal, NASA Ames Research Center; [Removal Action in the North Area North of Navy Site 8, in Area of Investigation 7]	NASA Ames Research Center	
1995-10-26	Comprehensive Long-Term Environmental Action Navy (Clean), Moffett Federal Airfield, California (formerly Naval Air Station Moffett Field) Site 12 Source Control Measure, Final Completion Report	PRC Environmental Management, Inc. and Montgomery Watson	
1995-12-11	Draft Installation Restoration Program Petroleum Sites Investigation Technical Memorandum for USTs No. 17, 22, 41A, 55, 57, 69, 36A/B, and 87, Moffett Federal Airfield, CA.	PRC Environmental Management, Inc.	
1996-02	Draft Project Completion Report, Closure of Two Flux Ponds, Moffett Federal Airfield, California; dated February 1996	IT Corporation	Flux Ponds
1996-02-07	High-Speed Fuel Hydrants Engineering Design Investigation, Final Technical Memorandum, Moffett Federal Airfield, California (Formerly Naval Air Station Moffett Field)	PRC Environmental Management, Inc.	
1996-03-05	Comprehensive Long Term Environmental Action Navy, Revised Final Operable Unit 6 Remedial Investigation, Volume 1, Moffett Federal Airfield, California	PRC Environmental Management, Inc.	
1996-03-29	Active Petroleum Sites Investigation Revised Draft Technical Memorandum, Moffett Federal Airfield, California	PRC Environmental Management, Inc.	Site 24
1996-04-16	Explanation of Significant Differences, Regional Groundwater Remediation Program, Middlefield-Ellis-Whisman Site, Mountain View, California	U.S. Environmental Protection Agency, Region IX	
1996-04-18	Closure Report for Mod. #3, Underground Storage Tank Removal at Moffett Federal Airfield, Moffett Field, California	Environmental Chemical Corporation	
1996-05-21	Station-Wide Remedial Investigation Report, Moffett Federal Airfield, California (Formerly Naval Air Station Moffett Field), Volume 2, Sections 1 through 4, Text, Tables, Figures, and Plates	PRC Environmental Management, Inc.	Site 1, Site 2, Site 3, Site 4, Site 6, Site 7, Site 8, Site 10, Site 11, Site 14, Site 13, Site 16, Site 17, Site 18, Site 5, Site 9, Site 12, Site 15, Site 19, Site 20, Site 21, Site 22, Site 23, Site 24

**Exhibit F**  
**List of Environmental Reports**

Document Date	Document Title	Document Author	Site(s); Notes
1996-05-21	Station-Wide Remedial Investigation Report, Moffett Federal Airfield, California (Formerly Naval Air Station Moffett Field), Volume 2, Sections 5 and 6, Text, Tables, Figures, and Plates	PRC Environmental Management, Inc.	Site 1, Site 2, Site 3, Site 4, Site 6, Site 7, Site 8, Site 10, Site 11, Site 14, Site 13, Site 16, Site 17, Site 18, Site 5, Site 9, Site 12, Site 15, Site 19, Site 20, Site 21, Site 22, Site 23, Site 24
1996-06-21	Site 2 -Golf Course Landfill, Landfill Cap Design, Moffett Federal Airfield, Site 2 Landfill Cap Design Construction Specifications, Prsliminary Draft at Moffett Federal Airfield, Mountain View, California	PRC Environmental Management, Inc.	
1996-06-28	Moffett Federal Airfield, Final Operable Unit 5, Record Of Decision	U.S. Department of the Navy and U.S. Environmental Protection Agency, Region IX	
1996-06-12	Letter to Department of the Navy, Subject: High-Speed Fuel Hydrants Investigation Draft Statement of Work, Moffett Federal Airfield, California [Selected pages]	PRC Environmental Management, Inc.	
1996-08-21	Comprehensive Long-Term Environmental Action Navy (Clean), Final Wash Rack Area Investigation Technical Memorandum, Moffett Federal Airfield, California (Formerly Naval Air Station Moffett Field)	PRC Environmental Management, Inc.	
1997-01-17	West-Side Aquifer Treatment System Draft Long-Term Groundwater Monitoring Plan, Moffett Federal Airfield, California	PRC Environmental Management, Inc.	Site 28
1997-02-24	Comprehensive Long-Term Environmental Action Navy (Clean II), East-Side Aquifer Treatment System Construction Specifications at Moffett Federal Airfield, Moffett Airfield, California	PRC Environmental Management, Inc.	
1997-04-23	Comprehensive Long Term Environmental Action Navy, West Side Aquifers Treatment System, Definitive Design Report, Moffett Federal Airfield, California (Formerly Naval Air Station Moffett Field)	PRC Environmental Management, Inc.	
1997-05-19	Site 2 Landfill Consolidation Design Basis Report (Definitive Design), Moffett Federal Airfield, California (Formerly Naval Air Station Moffett Field) [Golf Course Landfill]	PRC Environmental Management, Inc.	Site 2; Golf Course Landfill
1997-07-03	East-Side Aquifer Treatment System, Final Long-Term Groundwater Monitoring Plan, Moffett Federal Airfield, California (Formerly Naval Air Station Moffett Field)	PRC Environmental Management, Inc.	
1997-07-24	Comprehensive Long-Term Environmental Action Navy (Clean), Final Phase II Site-Wide Ecological Assessment Report, Volume 1 of 3: Text, Table, Figures, Moffett Federal Airfield, California (formerly Naval Air Station Moffett Field)	PRC Environmental Management, Inc.	
1997-08-14	EPA Superfund Record of Decision: Moffett Naval Air Station, EPA ID: CA2170090078, OU 01, Moffett Field, California; Moffett Federal Airfield Final Operable Unit 1, Record of Decision	U.S. Department of the Navy and U.S. Environmental Protection Agency	
1997-12-04	Comprehensive Long-Term Environmental Action Navy (Clean II), Operable Unit 1 Field Investigation, Final Technical Memorandum, Moffett Federal Airfield, California, (Formerly Naval Air Station Moffett Field)	Tetra Tech EM, Inc.	
1998-03	Closure Plan, Industrial Wastewater Flux Ponds, Naval Air Station Moffett Field, California; dated March 1988	Dames & Moore	
1998-03-04	Final Site 2 Groundwater Monitoring Plan, Moffett Federal Airfield, California (Formerly Naval Air Station Moffett Field)	Tetra Tech EM, Inc.	
1998-09-15	Final Site 1 Post-Closure Monitoring Plan, Moffett Federal Airfield, California (Formerly Naval Air Station Moffett Field)	Tetra Tech EM, Inc.	Site 1
1998-10-19	Letter to Navy Environmental Office, Subject: Soil Sampling from the Fuel Hydrants Area, Moffett Federal Airfield, California (TetraTech EM Inc., 17 September 1987) and Underground Storage Tank Unauthorized Release (Leak) Contamination Site Report (Santa Clara County Environmental Health, 19 October 1998)	TetraTech EM Inc. and Santa Clara County Environmental Health	Tank 17
1998-10-26	Moffett Federal Airfield Storm Drainage Study.	Nolte and Associates, Inc.	
1998-12-18	Comprehensive Long-Term Environmental Action Navy (Clean II) Site 1 Landfill Final Closure Plan And Post Closure Maintenance Plan, Moffett Federal Airfield, California (Formerly Naval Air Station Moffett Federal Airfield)	Tetra Tech EM, Inc.	
1999-03-17	Site 22 Final Feasibility Study Report	Tetra Tech EM, Inc.	Site 22
1999-04-16	Storm Water Drainage System, Attachment 8		
1999-05-21	Base-Wide Petroleum Site Evaluation Methodology Technical Memorandum, Draft Appendix B, Site 5 Petroleum Evaluation	Tetra Tech EM, Inc.	Site 5
2000-01	NASA Ames Research Center , Indoor Air Testing Report for Hangar 1 and Buildings 6, 21, 22, 26, 111, 148, 156, and 269; dated January 2000; [Text only, no figures, tables or appendices]	Science Applications International Corporation (SAIC)	Building 6, Building 21, Building 22, Building 26, Building 111, Building 148, Building 156, Building 269
2000-02-03	Clean II, Northern Channel Physical Characterization Report, Moffett Federal Airfield, California	Montgomery Watson	

**Exhibit F**  
**List of Environmental Reports**

Document Date	Document Title	Document Author	Site(s); Notes
2000-03-09	Agenda (and exhibits), MEW/NAS Moffett Field/NASA Ames, All Parties Meeting, 350 The Embarcadero, March 9, 2000	Locus	
2000-04-17	Basewide Petroleum Site Evaluation Methodology Technical Memorandum, Final Appendix A, Site 12 Petroleum Evaluation, Moffett Federal Airfield, California (Formerly Naval Air Station Moffett Field)	Tetra Tech EM, Inc.	
2000-05-02	Drawing: Schematic, Control Panel IT--Moffett Air Field (East); Revision 0, IT Field As Built; 1 Drawing; [East-Side Aquifer Treatment Systems] [EATS]	Carbonair Water and Air Decontamination	
2000-05-02	Drawings: East-Side Aquifer Treatment System: Revision 0, As Built; 22 drawings; [EATS]	Allen-Bradley / Rockwell Automation / IT Corporation	
2000-05-26	Draft Base-Wide Tank Site Closure Report	Tetra Tech EM, Inc.	Tank 15
2000-06	Supplemental Environmental Baseline Survey for the Onizuka Housing Property, Annex II and III, Onizuka Air Force Station, [Moffett Field], California; dated June 2000; included in: Decision / Legal Documents, Former NAS Moffett Field, Moffett Field, California	U.S. Department of the Navy	
2000-07-07	Drawings: East-Side Aquifer Treatment System, Moffett Federal Air Field, Moffett, California; As Built; 18 Drawings; [EATS]	IT Corporation	
2000-07-10	Comprehensive Long-Term Environmental Action Navy (Clean II) Base Wide Petroleum Site Evaluation Methodology Technical Memorandum, Internal Draft Appendix E, Site 19, Petroleum Evaluation	U.S. Department of the Navy, Southwest Division	
2000-07-14	Base-Wide Petroleum Site Evaluation Methodology Technical Memorandum, Draft Appendix I, Site 20 Petroleum Evaluation, Moffett Federal Airfield, California	Tetra Tech EM, Inc	Site 20
2000-08-02	Comprehensive Long-Term Environmental Action Navy (Clean II) Moffett Federal Airfield, California (formerly Naval Air Station Moffett Field) Basewide Petroleum Site Evaluation Methodology Technical Memorandum Draft Appendix K Petroleum Site Evaluation	U.S. Department of the Navy	
2000-08-04	Preliminary Geotechnical Assessment, Proposed Commercial Development, NASA Research Park, Mountain View, California	Geomatrix	
2000-08-08	Case Closure Letter for Department of Defense (DoD) Underground Storage Tanks at Moffett Federal Airfield, Moffett Field, CA	California Regional Water Quality Control Board, San Francisco Bay Region	Tank 15, Tank 18, Tank 22, Tank 28, Tank 55, Tank 64, Tank 67, Tank 77, Tank 86A, Tank 86B, Tank 110, Tank 111, Tank 116
2000-08-08	Letter to Southwest Division, Naval Facilities Engineering Command, Subject: Case Closure Letter for Department of Defense (DoD) Underground Storage Tanks at Moffett Federal Air Field, Moffett Field, California	California Regional Water Quality Control Board, San Francisco Bay Region	Tanks 15, 22
2000-08-22	Base-Wide Petroleum Site Evaluation Methodology Technical Memorandum Draft Appendix E, Site 19 Petroleum Evaluation, Moffett Federal Airfield, California	Tetra Tech EM, Inc.	Site 19
2000-08-18	Assessment of Aircraft Noise Conditions at Moffett Federal Airfield (1999-2010)	P&D Consultants, Inc. and Michael R. McClintock & Co.	
2000-09	As-Built Report And Remedial Action Completion Report, Site 1 and Site 2 Landfill Closures, Volume 1, Appendix A through Appendix M; dated September 2000	IT Corporation	
2000-09-06	Letter to Naval Facilities Engineering Command, Subject: Draft Basewide Petroleum Site Evaluation Methodology Technical Memorandum, Appendix I, Site 20 Petroleum Evaluation, Moffett Federal Airfield; [Comments]	California Regional Water Quality Control Board, San Francisco Bay Region	
2000-10-18	Environmental Baseline Survey, NASA Research Park Parcel 1, Moffett Federal Airfield, Moffett Field, California	Harding Lawson Associates	
2000-11-06	Removal of Non-Existent or Never Used Storage Tanks from Current UST List, Moffett Federal Airfield, October 17, 2000	California Regional Water Quality Control Board, San Francisco Bay Region	Tank 27, Tank 30, Tank 31, Tank 51, Tank 65, Tank 112, Tank 117, Tank 123
2000-11-26	Environmental Baseline Survey, NASA Ames Research Center Research Park, Parcel 5, Moffett Federal Airfield; dated 26 October 2000; [with handwritten notes and edits]	Harding Lawson Associate	
2001-01-05	Comprehensive Long-Term Environmental Action Navy (Clean II) Moffett Federal Airfield, California (Formerly Naval Air Station Moffett Field) Basewide Petroleum Site Evaluation Methodology Technical Memorandum, Draft Final Appendix K Petroleum Site Evaluate	U.S. Department of the Navy	
2001-02-28	Ames Research Center Environmental Documents; Quarter 3, 2000, Groundwater Sampling and Analysis	Professional Analysis, Inc.	
2001-04	Spill Prevention, Control And Countermeasures (SPCC) Plan And Facility Response Plan (FRP), Facility Drawings, Volume II, NASA Ames Research Center, dated April 2001	NASA Ames Research Center	
2001-04	Spill Prevention, Control And Countermeasures (SPCC) Plan And Facility Response Plan (FRP), Inspection Records And Location Maps, Volume III, NASA Ames Research Center, dated April 2001	NASA Ames Research Center	

**Exhibit F**  
**List of Environmental Reports**

<b>Document Date</b>	<b>Document Title</b>	<b>Document Author</b>	<b>Site(s); Notes</b>
2001-04	Spill Prevention, Control And Countermeasures (SPCC) Plan And Facility Response Plan (FRP), Volume I, NASA Ames Research Center, dated April 2001	NASA Ames Research Center	
2001-07-06	Draft Final Addendum to the Revised Final Station-Wide Feasibility Study, <u>Moffett Federal Airfield, California</u>	Tetra Tech EM, Inc.	Flux Ponds; No Further Action Sites
2001-08-20	Final First Quarter 2001 Monitoring and Maintenance Report for Site 1 and 2, <u>Revisions 0 Moffett Federal Airfield</u>	Foster Wheeler Environmental Corporation	
2001-08-24	<u>Re-Use Guidelines, Hangar One, Moffett Field, California</u>	Page & Turnbull, Inc.	
2001-09	Closure Plan Number 6, Including Buildings: 158, 329, 331, 381, 382, 400, 438, 464, 956, And 956A, NASA Ames Research Center, Moffett Field, California; dated September 2001	PA/ISSI Team	Building 158, Building 329, Building 331, Building 381, Building 382, Building 400, Building 438, Building 464, Building 956, Building 956A
2001-09-25	Draft Final Interim Remedial Action Report, Site 1 and Site 2 Landfill Closure	Tetra Tech EM, Inc.	OU1, Site 1 and Site 2
2001-10-03	Final Environmental Baseline Survey NASA Research Park Parcels 2, 3, 4, 6, and 7, <u>Moffett Federal Airfield, Moffett Field, California</u>	Harding ESE	
2001-11-29	Base-Wide Petroleum Site Evaluation Methodology Technical Memorandum, <u>Draft Appendix L</u>	Tetra Tech EM, Inc.	Tank 3
2002-04-09	Letters (2) to NASA Ames Research Center, Subject: Informal Consultation on the Proposed Development of Ames Research Center into a Shared-use Research and Development Campus; dated 9 April 2002 and 15 October 2002	U. S. Department of the Interior, Fish and Wildlife Service.	
2002-06-25	Final Record Of Decision, Revision 0, Site 22 Landfill, <u>Moffett Federal Airfield, Moffett Field, California</u>	Foster Wheeler Environmental Corporation	
2002-06-28	<u>Floodplain Information EIS Section</u>	BKF Engineers / Surveyors / Planners	
2002-07	Final NASA Ames Development Plan, Final Programmatic Environmental Impact Statement, <u>NASA Ames Research Statement</u>	DMM San Francisco, DCE Berkeley, and others	Site 15; Note 1
2002-07-22	Comprehensive Long-Term Environmental Action Navy (Clean II), Basewide Petroleum Site Evaluation Methodology, Technical Memorandum, Draft, Phase III Basewide Tank Closure Report, No Further Action Sites, <u>Moffett Federal Airfield, California (Formerly Naval Air Station Moffett Field)</u>	Tetra Tech EM, Inc.	
2002-07-26	Final Operable Unit 1 2002 Five-Year Review Report, <u>Moffett Federal Airfield, Moffett Field, California</u>	U.S. Department of the Navy	OU1, Site 1
2002-08-09	Closure Letter for Department of Defense (DoD) Aboveground Storage Tank at Site 12, <u>Moffett Federal Air Field, Moffett Field, California</u>	California Regional Water Quality Control Board, San Francisco Bay Region	Site 12
2002-08-22	EPA Superfund Record of Decision: <u>Moffett Naval Air Station, EPA ID: CA2170090078, OU 00; Stationwide No Action Sites, Record of Decision, Moffett Federal Airfield, Moffett Field, California. (Formerly Naval Air Station Moffett Field); Final</u>	U.S. Department of the Navy; U.S. Environmental Protection Agency, Region IX; and California Regional Water Quality Control Board, San Francisco Bay Region	
2002-10-08	Closure Letter for Department of Defense (DoD) Underground Storage Tank 14 at Site 19, <u>Moffett Federal Airfield, Moffett Field, CA</u>	California Regional Water Quality Control Board, San Francisco Bay Region	Tank 14
2003-01-14	Final East-Side Aquifer Treatment System Evaluation Work Plan, <u>Moffett Federal Airfield, California</u>	Foster Wheeler Environmental Corp.	Site 26
2003-02-14	2002 Annual Progress Report, MEW (Middlefield-Ellis-Whisman) 106 Order Joint Work, 1. <u>Potential Conduit Program, 2. Water Reuse Program</u>	Schlumberger Technology Corporation	
2003-02-14	2002 Annual Progress Report, MEW 106 Order, Fairchild Facility Specific <u>Middlefield-Ellis-Whisman Site</u>	Schlumberger Technology Corporation	
2003-04-22	Base-Wide Petroleum Site Evaluation Methodology Technical Memorandum, Draft Final Appendix H, Tanks 17 and 87 Petroleum Evaluation, <u>Moffett Federal Airfield, California</u>	Tetra Tech EM, Inc.	Tank 17, Tank 87; Note 1
2003-04-23	Base-Wide Petroleum Site Evaluation Methodology Technical Memorandum, Draft Appendix J, Site 24 Petroleum Evaluation, <u>Moffett Federal Airfield, California</u>	Tetra Tech EM, Inc.	Site 24
2003-05-12	Closure Letter for Underground Storage Tank 2, Site 19, <u>Moffett Federal Airfield, Moffett Field, California (RWQCB Case No. 43D9039)</u>	California Regional Water Quality Control Board, San Francisco Bay Region	Tank 2
2003-05-15	Draft Final Northern Channel Feasibility Study, Former Naval Air Station <u>Moffett Field California</u>	Tetra Tech EM, Inc.	
2003-05-16	Closure Letter for Underground Storage Tank 41A, <u>Moffett Federal Airfield, Moffett Field, California</u>	California Regional Water Quality Control Board, San Francisco Bay Region	Tank 41A
2003-06-10	Comprehensive Long-Term Environmental Action Navy (Clean II), <u>Moffett Federal Airfield, California (Formerly Naval Air Station Moffett Field), Draft Final Phase II Basewide Tank Closure Report</u>	Tetra Tech EM, Inc.	

Exhibit F  
List of Environmental Reports

Document Date	Document Title	Document Author	Site(s); Notes
2003-07-10	Closure Letter for Underground Storage Tank 57, Moffett Federal Airfield, Moffett Field, California	California Regional Water Quality Control Board, San Francisco Bay Region	Tank 57
2003-07-10	Closure Letter for Underground Storage Tank 57, Moffett Federal Airfield, Moffett Field, California (RWQCB Case No. 43D9012)	California Regional Water Quality Control Board, San Francisco Bay Region	Tank 57
2003-07-11	Closure Letter for Underground Storage Tank 88, Moffett Federal Airfield, Moffett Field, California (RWQCB Case No. 43D9018)	California Regional Water Quality Control Board, San Francisco Bay Region	Tank 88
2003-07-15	Closure Letter and Site Summary for Underground Storage Tank 69, Moffett Federal Airfield, Moffett Field, California (RWQCB Case No. 43D9014)	California Regional Water Quality Control Board, San Francisco Bay Region	Tank 69
2003-08-13	No Further Action (NFA) Concurrence on Appendix J of the Draft Final Base Wide Petroleum Site Evaluation Methodology Technical Memorandum, Site 24, Moffett Federal Air Field, Moffett Field, California	California Regional Water Quality Control Board, San Francisco Bay Region	Site 24
2003-08-19	Closure Letter for Underground Storage Tank 54, Moffett Federal Airfield, Moffett Field, California (RWQCB Case No. 43D9007)	California Regional Water Quality Control Board, San Francisco Bay Region	Tank 54
2003-09-16	Appendix F, Final Post-Construction Operations, Maintenance, and Monitoring Plan, Revision 0, Installation Restoration Site 22 Landfill, Moffett Federal Airfield, Moffett Field, California	Foster Wheeler Environmental Corporation	Site 22 Landfill
2003-11-24	Spill Prevention, Control And Countermeasures (SPCC) Plan And Facility Response Plan (FRP), Volume I: SPCC Plan and Facility Response Plan, Volume II: Facility Drawings, Volume III: Inspection Records and Site Maps, NASA Ames Research Center	NASA Ames Research Center	
2003-12-04	Final West-Side Aquifers Treatment System Long-Term Groundwater Monitoring Plan, Revision 0, Former Naval Air Station Moffett Field, Moffett Field, California	Foster Wheeler Environmental Corporation	West-Side Aquifers
2003-12-16	Final Basewide Petroleum Site Evaluation Methodology Technical Memorandum, Phase III Basewide Tank Closure Report No Further Action, Former Naval Air Station Moffett Field, California	Tetra Tech EM, Inc.	
2004-01-08	Letter to Naval Facilities Engineering Command, BRAC Operations Office Regarding Final Phase III Basewide Tank Closure Report No Further Action Sites, Former Naval Air Station Moffett Field, California	U.S. Environmental Protection Agency, Region IX	Sump 62, Sump 62A, Sump 130
2004-02-23	Closure Letter for Underground Storage Tank 53, Site 19, Moffett Federal Airfield, Moffett Field, California (RWQCB Case No. 43D9036)	California Regional Water Quality Control Board, San Francisco Bay Region	Tank 53, Site 19
2004-03-09	Draft Phase III Base-Wide Tank Closure Report Further Assessment Sites, Former Naval Air Station Moffett Field, California	Tetra Tech, Inc.	Site 5
2004-04-08	Final Technical Memorandum, Site 1 Groundwater Evaluation Process, Revisions 0, Former Naval Air Station Moffett Field, Moffett Field, California	Tetra Tech FW, Inc.	
2004-04-08	Final Remedial Action Report for Installation Restoration Site 22 Landfill	Tetra Tech FW, Inc.	Site 22
2004-08	Environmental Baseline Survey for the Proposed Lease Disposal at Moffett Federal Airfield for the 129th Rescue Wing, California Air National Guard; Final, dated August 2004	California Air National Guard	
2004-09-15	Draft Work Plan Remedial Investigation and Feasibility Study for Site 29, Hangar 1, Former Naval Air Station Moffett Field, California	SulTech, A Joint Venture of Sullivan Consulting Group and Tetra Tech EM Inc.	Site 29
2004-10-14	Draft Record Of Decision, Site - 27 Northern Channel, Former Naval Air Station, Moffett Field, Santa Clara County, California	U.S. Department of the Navy	
2004-11	Final PCB Source Identification Study Report, NASA Ames Research Center, Moffett Field, California; dated November 2004	PAI Corporation	
2004-12-23	Closure Letter for Underground Storage Tanks 1, 32, 47-50, 56A-56D, 79-84, 97, and 131, Moffett Federal Airfield, Moffett Field, California	California Regional Water Quality Control Board, San Francisco Bay Region	Tanks 47-50, Tanks 79-84, Tanks 97-99, Tank 131; Tank 1, Tank 32, Tank 47, Tank 48, Tank 49, Tank 50, Tank 56A, Tank 56B, Tank 56C, Tank 56D, Tank 79, Tank 80, Tank 81, Tank 82, Tank 83, Tank 84, Tank 97, Tank 131
2004-12-23	Closure Letter for Underground Storage Tanks 1, 32, 47-50, 56A-56D, 79-84, 97, and 131, Moffett Federal Airfield, Moffett Field, California; Enclosure: Site Closure Summary (Note: Tank 32 information not included, but Tank 17 is included)	California Regional Water Quality Control Board, San Francisco Bay Region	Tanks 1, 17, 47, 48, 49, 50, 79, 80, 81, 82, 83, 84, 97
2005	Environmental Program Overview, Former NAS Moffett Field, Moffett Field, California; Spring 2005	U.S. Department of the Navy	Site 1, Site 2, Site 22, Site 25, Site 26, Site 27, Site 28, Site 29, Site 23
2005-01-04	Closure Letter for Underground Storage Tanks 17 and 87, Moffett Federal Airfield, Moffett Field, California (RWQCB Case No. 43D9043 and 43D9044)	California Regional Water Quality Control Board, San Francisco Bay Region	Tank 17, Tank 87

**Exhibit F**  
**List of Environmental Reports**

Document Date	Document Title	Document Author	Site(s); Notes
2005-01-19	Sanitary Sewer System Phase I	BKF Engineers / Surveyors / Planners	
2005-01-23	Storm Drain Report; Originally Prepared 22 January 2001; Report Updated and Executive Summary Prepared 23 January 2005	BKF Engineers / Surveyors / Planners	
2005-02	Final West-Side Aquifers Treatment System, Five-Year Review Report for the Period November 1998 to October 2002, Former Naval Air Station Moffett Field, Moffett Field, California; dated February 2005	U.S. Department of the Navy	
2005-02-14	Final East-Side Aquifer Treatment System (Operable Unit 5), Five-Year Review Report for the Period January 1999 to December 2002, Former Naval Air Station Moffett Field, Moffett Field, California; February 2005	U.S. Department of the Navy	
2005-02-14	Storm Drain System Phase I	BKF Engineers / Surveyors / Planners	
2005-03-01	ENVIRONMENTAL ISSUES MANAGEMENT PLAN, NASA Research Park, Santa Clara County, California; Final	Erler & Kalinowski, Inc.	Site 9, Site 10, Site 14, Site 15, Site 16, Site 17, Site 18, Site 19, Site 24
2005-03-18	Site 1 Landfill Post-Closure Long-Term Monitoring Plan, Revision 0, Former Naval Air Station Moffett Field, Moffett Field, California; Final	Tetra Tech FW, Inc.	Site 1 Landfill
2005-03-18	Final Site 1 Post-Closure Long-Term Maintenance Plan, Former Naval Air Station Moffett Field, Moffett Field, California	Tetra Tech FW, Inc.	OUI, Site 1
2005-06-24	Final Record Of Decision, Site - 27 Northern Channel, Former Naval Air Station Moffett Field, Santa Clara County, California	U.S. Department of the Navy	Site 27
2006-01-16	Letter to TTECI, Subject: Contract N6871198D5713; Contract Task Order No. 0098IR Site 27 Northern Channel Remedial Action; Moffett Field, California	n.a.	
2006-02-08	Site Closure Summary	California Regional Water Quality Control Board, San Francisco Bay Region	Tank 29
2006-04-11	Final Remedial Design Report, Site 27, Former Naval Air Station Moffett Field, Santa Clara County, California	Tetra Tech EC, Inc. and T N & Associates, Inc.	
2006-08-04	Geotechnical Investigation, Loral Satellite Assembly, Integration and Test Facility, NASA Research Park, Mountain View, California	TRC Lowney	
2006-08-14	Interim East-Side Aquifer Treatment System Evaluation Report, Former Naval Air Station Moffett Field, Moffett Field, California	Tetra Tech EC, Inc.	
2006-08-29	Letter to Gordon Prill, Inc. Regarding Geotechnical Investigation Loral Satellite Assembly Integration and Test Facility, Part 2, NASA Research Park, Mountain View, California	TRC Lowney	
2006-08-30	Re-Use Guidelines and Re-Use Guidelines Appendices, Hangar 2 (Building No. 46), NASA Ames Research Center, Moffett Field, California	Page & Turnbull, Inc.	
2006-08-30	Re-Use Guidelines and Re-Use Guidelines Appendices, Hangar 3 (Building No. 47), NASA Ames Research Center, Moffett Field, California	Page & Turnbull, Inc.	
2006-08-31	Letter to DMJM, Subject: NASA Research Park - Storm Drain Detention Study.	BKF Engineers / Surveyors / Planners	
2006-12	Phase 1 / Phase 2 Environmental Site Assessment, Moffett Field Golf Course, Moffett Field, California	PRC Environmental Management, NASA Ames Research Center and ISSI, Inc.	Moffett Field Golf Course; OUS, IR Sites 3, 5, 21, 22, 23, 27; various tanks
2006-12-01	Memorandum to DMJM, Subject: Initial Review of Mitigation Measures Required for Residential Development at Parcels 1, 2, 3, 4, and 6 at NASA Research Park, Santa Clara County, California	Erler & Kalinowski, Inc.	
2007-02-15	Memorandum to DMJM, Subject: Acceptable Materials for Drinking Water Distribution Piping at NASA Research Park, Moffett Field, California	Erler & Kalinowski, Inc.	
2007-10-26	Memorandum to DMJM, Subject: Bay View Sewer Discharge Estimates	BKF Engineers / Surveyors / Planners	
2007-11-30	Final Site 22 Post-Construction Operations, Maintenance, and Monitoring Plan Addendum, Rev. 0, Former Naval Air Station Moffett Field, Moffett Field, California	Tetra Tech EC, Inc.	Site 22
2008-02-26	Draft Remedial Action Completion Report, Installation Restoration Program Site 27, Former Naval Air Station Moffett Field, Moffett Field, California	Tetra Tech EC, Inc.	
2008-04-21	Letter to Base Realignment and Closure Program Management Office West, Subject: Comments on Draft Phase III Basewide Tank Closure Report, Further Assessment Sites, NAS Moffett Field, Moffett Field, California	California Regional Water Quality Control Board, San Francisco Bay Region	
2008-04-29	Closure of Underground Storage Tanks 98 and 99 (Water Board Case No. 43D9027), NAS Moffett Field, Moffett Field, California	California Regional Water Quality Control Board, San Francisco Bay Region	Tank 98, Tank 99
2008-05-08	Comments on Draft Final Phase II Basewide Tank Closure Report, NAS Moffett Field, Moffett Field, California	California Regional Water Quality Control Board, San Francisco Bay Region	Tank 43, Tank 58, Sump 66, Sump 91, Tank 68
2008-05-27	Letter to Department of the Navy, Subject: No Further Action, Additional Fuel System Components at Building 29, NAS Moffett Field, Moffett Field, Santa Clara County; Attachment: Site Closure Summary	California Regional Water Quality Control Board, San Francisco Bay Region	Building 29
2008-06-05	Memorandum to DMJM, Subject: Ames Campus - Aerial Extents File Coordination	BKF Engineers / Surveyors / Planners	

Exhibit F  
List of Environmental Reports

Document Date	Document Title	Document Author	Site(s); Notes
2008-07-08	Environmental Baseline Survey for the Northern Channel, NASA Ames Research Center, Moffett Field, California	Chuck, Donald M., National Aeronautics and Space Administration (NASA)	Northern Channel; Site 27
2008-07-30	ENGINEERING EVALUATION/COST ANALYSIS, REVISION 1: INSTALLATION RESTORATION SITE 29, HANGAR 1, FORMER NAVAL AIR STATION MOFFETT FIELD, MOFFETT FIELD, CALIFORNIA; [TOC and selected sections]	Tetra Tech EC, Inc.	Site 29
2008-08	Final Operable Unit 1, 2007 Second Five-Year Review Report, Former Naval Air Station Moffett Field, Moffett Field, California; dated August 2008	TN & Associates	OU1, Site 1
2008-09-09	No Further Action, Aboveground Storage Tanks 100, 101, 129, 132, and 133, Water Board Case Nos. 43D9030, 43D9031, 43D9032 and 43D9033, NAS Moffett Field, Moffett Field, Santa Clara County	California Regional Water Quality Control Board, San Francisco Bay Region	Tank 100, Tank 101, Tank 129, Tank 132, Tank 133
2008-09-17	Memorandum of Agreement Between U.S. Department of the Navy, Base Realignment and Closure Program Management Office West and National Aeronautic and Space Administration, Ames Research Center for Installation Restoration Site 22 Landfill, Former Naval Air Station, Moffett Field, California	U.S. Department of the Navy and National Aeronautic and Space Administration (NASA)	Site 22 Landfill
2008-11-04	No Further Action, Aboveground Storage Tank 104, Water Board Case No. 43D9062, NAS Moffett Field, Moffett Field, California	California Regional Water Quality Control Board, San Francisco Bay Region	Tank 104
2008-11-05	Investigation and Closure Report for Building 29 and Building 55 Pipelines, Former Naval Air Station Moffett Field, Moffett Field, California; Final	SulTech, A Joint Venture of Sullivan Consulting Group and Tetra Tech EM Inc.	Building 29; Building 55
2008-12-12	Draft Corrective Action and Groundwater Monitoring Report, Building 55 Sump Area, Former Naval Air Station (NAS) Moffett Field, Moffett Field, California	Insight Environmental, Engineering and Construction, Inc.	
2008-12-31	Action Memorandum, Installation Restoration Site 29, Hangar 1, Former Naval Air Station Moffett Field, California; dated December 2008	U.S. Department of the Navy	Site 29
2009-01	Former Naval Air Station Moffett Field, Site 25, Moffett Field, California; dated January 2009	Navy BRAC Program Management Office West	Site 25
2009-01-12	No Further Action, Building 29 and Building 55 Pipelines, NAS Moffett Field, Moffett Field, Santa Clara County	California Regional Water Quality Control Board, San Francisco Bay Region	Building 29; Building 55 Pipelines
2009-02-23	Site 5 Channel Deposit Investigation Report, Former Naval Air Station Moffett Field, Moffett Field, California; Final	SulTech, A Joint Venture of Sullivan Consulting Group and Tetra Tech EM Inc.	North Fuel Farm Dry Wells, Site 5
2009-04-20	Closure Letter and Site Summary for Underground Storage Tanks 3 and 114 (Water Board Case No. 43D9045), Building 55, NAS Moffett Field, Mountain View, Santa Clara County; [Transmittal letter only!]	California Regional Water Quality Control Board, San Francisco Bay Region	Tank 3, Tank 114
2009-06-09	No Further Action, Building 55 Sump Area, NAS Moffett Field, Moffett Field, Santa Clara County	California Regional Water Quality Control Board, San Francisco Bay Region	Building 55 Sump Area
2000-09	As-Built Report and Remedial Action Completion Report, Site 1 and Site 2 Landfill Closures, Volume 2, Appendix N Manufacture's Certifications (Site 1 Fence) through Appendix Y; dated September 2000	IT Corporation	
2009-11-19	GEOTECHNICAL STUDY, NASA AMES WATER STORAGE TANK, MOFFETT FIELD, CALIFORNIA	Fugro West, Inc.	
2009-12-11	Record of Decision, Site 25, Former Naval Air Station Moffett Field, California; Final; Document date November 2009; Signature page in separate file and signed 12 November 2009 by U.S. Department of the Navy and 11 December 2009 by U.S. Environmental Protection Agency, Region IX and 7 January 2010 by California Regional Water Quality Control Board, San Francisco Bay Region	U.S. Department of the Navy; U.S. Environmental Protection Agency, Region IX; and California Regional Water Quality Control Board, San Francisco Bay Region	Site 25
2010-01-27	NASA Ames Research Center Storm Water Pollution Prevention Plan (SWPPP)	Integrated Science Solutions, Inc. (ISSI)	
2010-02-12	Five-Year Review Report Installation Restoration Sites 1, 22, 26, and 28, Former Naval Air Station Moffett Field, Moffett Field, California; Final	ChaduxTt, a Joint Venture of St. George Chadux Corp. and Tetra Tech EM Inc.	1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, AOI 15; Site 1, Site 22, Site 26, Site
2010-08-16	Record of Decision Amendment for the Vapor Intrusion Pathway, Middlefield-Ellis-Whisman (MEW) Superfund Study Area, Mountain View and Moffett Field, California; Plus [Corrected] Figure 2. Estimated Extent of TCE in Shallow Groundwater and Vapor Intrusion Study Area	U.S. Environmental Protection Agency, Region IX	
2010-12	Fuel Supply Pipeline Closure Report of Findings, NASA Ames Research Center, Moffett Field, California; dated December 2010	Integrated Science Solutions, Inc. (ISSI)	AOI-15
2011-01	Infrastructure Master Plan, NASA Ames Research Center, 99% Submittal, Predecisional Draft - For Internal Review Only; dated January 2011	AECOM	

**Exhibit F**  
**List of Environmental Reports**

Document Date	Document Title	Document Author	Site(s); Notes
2011-05	2010 Regional Groundwater Remediation Program Progress Report, Restoration Program, NASA Ames Research Center, Moffett Field, California; May 2011	Integrated Science Solutions, Inc. (ISSI)	AOI 1, AOI 2, AOI 3, AOI 4, AOI 5, AOI 6, AOI 7, AOI 8, AOI 9, AOI 10, AOI 11, AOI 12, AOI 13, AOI 14, AOI 15, AOI 16, AOI 17
2011-05-18	BIOLOGICAL HAZARD ABATEMENT PLAN for Non-Time-Critical REMOVAL ACTION for POLYCHLORINATED BIPHENYL (PCB) CONTAMINATION at Installation Restoration (IR) Site 29, Hangar 1 Former Naval Air Station (NAS) Moffett Field, Moffett Field, California; Final	AMEC Earth & Environmental, Inc.	Site 29
2011-06-24	Final Completion Report and Request for Closure or No Further Action for Moffett Petroleum Sites, Moffett Field, California; June 2011	Tetra Tech EC, Inc.	Tank 94, Tank 95, Tank 118, Tank 102, Site 20, Sump 25, Sump 25A, Hangar 2 Vault, Tank 108, Tank 109, Sump 41B, Tank 85, Tank 85A
2011-07-15	NASA Procedural Requirements, NPR 7900.3C, Effective Date: July 15, 2011, Expiration Date: July 15, 2016	National Aeronautics and Space Administration (NASA)	.
2011-09-16	Amendment 91-4A to Administrative Order, Docket Number 91-4, Remedial Design and Remedial Action of the MEW Site Vapor Intrusion Remedy; includes copies of: Statement of Work, Remedial Design and Remedial Action to Address the Vapor Intrusion Pathway, Middlefield-Ellis-Whisman (MEW) Superfund Study Area, Mountain View and Moffett Field, CA [dated September 2011]; and, Record of Decision Amendment for the Vapor Intrusion Pathway, Middlefield-Ellis-Whisman (MEW) Superfund Study Area, Mountain View and Moffett Field, California [dated 16 August 2011]	U.S. Environmental Protection Agency, Region IX	
2011-11-18	Revised Updated Geotechnical Investigation, Bay View Campus at NASA Ames, Mountain View, California; prepared for Planetary Ventures, LLC; Confidential Business Information: Not for Public Release	Treadwell & Rollo	
2011-11-30	Condition Assessment and Rehabilitation Plan Hanger One for NASA Headquarters and Ames Research Center, California: Volume 1 Condition Assessment; Volume 2 Rehabilitation Plan; Volume 3 Appendices; Volume 4 Cost Estimate	CH2MHill	
2011-12-05	No Further Action for Aboveground Storage Tank (AST) 102, Former Naval Air Station Moffett Field, Mountain View, Santa Clara County	California Regional Water Quality Control Board, San Francisco Bay Region	Tank 102
2011-12-07	No Further Action for Hangar 2 Vault, Former Naval Air Station Moffett Field, Mountain View, Santa Clara County	California Regional Water Quality Control Board, San Francisco Bay Region	Hangar 2 Vault
2011-12-15	No Further Action for Site 5 North Fuel Farm Dry Wells, Former Naval Air Station Moffett Field, Mountain View, Santa Clara County	California Regional Water Quality Control Board, San Francisco Bay Region	Site 5
2011-12-16	Memorandum to Assistant Inspector General for Audits, Subject: NASA's Hangar One Re-Siding Project (Assignment No. A-II-008-00)	National Aeronautics and Space Administration (NASA)	
2011-12-19	No Further Action for Aboveground Storage Tanks (AST) 94, 95, and 118, Former Naval Air Station Moffett Field, Mountain View, Santa Clara County	California Regional Water Quality Control Board, San Francisco Bay Region	Tank 94, Tank 95, Tank 118
2011-12-21	No Further Action for Navy Exchange (NEX) Service Station including Underground Storage Tanks (USTs) 33 through 40, and Sump 42, Former Naval Air Station Moffett Field, Mountain View, Santa Clara County	California Regional Water Quality Control Board, San Francisco Bay Region	Tank 33, Tank 34, Tank 35, Tank 36, Tank 37, Tank 38, Tank 39, Tank 40, Sump 42
2011-12-21	No Further Action for Underground Storage Tank (UST) 26, Former Naval Air Station Moffett Field, Mountain View, Santa Clara County; with Attachments: Uniform Case Closure Letter, UST 26, Moffett Field Naval Air Station, Mountain View, Santa Clara County, Water Board Case No. 43D9065 and Site Summary Closure Form: [In multiple files PDF package]	California Regional Water Quality Control Board, San Francisco Bay Region	Tank 26.
2012-02	Completion Report and Request for Closure or No Further Action for Moffett Petroleum Sites, Zook Road Fuel Spill Site, Former Sump 63, and Former UST 58, Former Naval Air Station Moffett Field, Moffett Field, California; Draft; dated February 2012	Tetra Tech EC, Inc.	Zook Road; Former Sump 63; Former UST 58
2012-03	Remedial Action Completion Report, Installation Restoration Program Site 27, Former Naval Air Station Moffett Field, Moffett Field, California; Final; dated March 2012	Tetra Tech EC, Inc.	Site 27
2012-03-26	Final Technical Memorandum, In Situ Anaerobic Biotic/Abiotic Treatability Study, Installation Restoration Site 28, Former Naval Air Station Moffett Field, Moffett Field, California	Shaw Environmental, Inc.	Site 28
2012-04	2011 Annual Groundwater Report for Installation Restoration Sites 26 and 28, Former Naval Air Station Moffett Field, Moffett Field, California; Final; dated April 2012	ERS-JV (ERS Joint Venture) and Brown & Caldwell	Site 26, Site 28

**Exhibit F**  
**List of Environmental Reports**

Document Date	Document Title	Document Author	Site(s); Notes
2012-04-16	2011 ANNUAL PROGRESS REPORT MIDDLEFIELD-Ellis-Whisman (MEW) AREA and MOFFETT FIELD, CALIFORNIA	Haley & Aldrich, Inc.	MEW Site
2012-04-27	EPA Approval of Former Moffett Field Site 27 Remedial Action Completion Report	U.S. Environmental Protection Agency, Region IX	Site 27
2012-05-04	Concurrence with Final Remedial Action Completion Report, Installation Restoration Program Site 27, Former NAS Moffett Field, Santa Clara County	California Regional Water Quality Control Board, San Francisco Bay Region	Site 27
2012-05-17	AIR SAMPLING WORK PLAN for VAPOR INTRUSION TIER RESPONSE EVALUATION, Former Naval Air Station Moffett Field, Moffett Field, California; Final	Accord MACTEC 8A JV	MEW Site
2012-06-27	Final Work Plan Supplemental Investigation, Former Building 88 and Traffic Island Areas, Installation Restoration Site 28, Former Naval Air Station Moffett Field, Moffett Field, California	Shaw Environmental & Infrastructure, Inc.	Site 28
2012-07-18	Final Focused Feasibility Study, Installation Restoration Site 26, Former Naval Air Station Moffett Field, Moffett Field, California	Shaw Environmental & Infrastructure, Inc.	
2012-08	Request for Closure or No Further Action for Former Site 5 South, Former Naval Air Station Moffett Field, California; dated August 2012	Tetra Tech EC Inc.	Site 5; Note 1
2012-08	Final Completion Report and Request for Closure or No Further Action for Moffett Petroleum Sites, Revision 1, Former Naval Air Station Moffett Field, California; dated August 2012	Tetra Tech EC, Inc.	Site 15
2012-09-10	Scope of Work Performed as of 9.10.12	Ambrose Group, Inc.	
2012-10-01	Pavement Evaluation Report for NASA Ames Research Center; Final Report	AECOM	
2012-12	Draft Closure Plan for the Defense Logistics Agency Energy Aboveground Storage Tanks, Defense Fuel Support Point Moffett Field, California; dated December 2012	Tetra Tech	Site 5
2012-12-10	Letter to Department of the Navy, Base Realignment and Closure Program, Management Office West, Subject: No Further Action for Zook Road Fuel Spill Site, Former Naval Air Station, Moffett Field, Santa Clara County	California Regional Water Quality Control Board, San Francisco Bay Region	
2013-02-19	No Further Action for Former Sump 63, Former Naval Air Station Moffett Field, Santa Clara County	California Regional Water Quality Control Board, San Francisco Bay Region	Sump 63
2013-03	TCE Groundwater Results in Shallow Groundwater, In Vicinity of Highway 101 & Moffett Blvd Study Area and MEW Superfund Site, Mountain View, California; dated March 2013 [Figure]	U.S. Environmental Protection Agency, Region IX	
2013-04	PROPOSED PLAN for GROUNDWATER CLEANUP, FORMER NAVAL AIR STATION MOFFETT FIELD Installation Restoration Site 26, Moffett Field, California; dated April 2013	Navy BRAC Program Management Office West	Site 26
2013-04-05	Work Plan Addendum, Building 10 Utility Tunnel Evaluation and Sampling, Vapor Intrusion Tier Response, Former Naval Air Station Moffett Field, Moffett Field, California; Final	Accord MACTEC 8A JV	Building 10
2013-04-15	2012 Annual Progress Report Former Fairchild Buildings 13, 19, and 23, Middlefield-Ellis-Whisman Study Area, Mountain View, California	Geosyntec Consultants	MEW Site
2013-04-15	2012 ANNUAL PROGRESS REPORT, FORMER FAIRCHILD BUILDINGS 1-4, 9, and 18, MOUNTAIN VIEW, CALIFORNIA	Geosyntec Consultants	MEW Site
2013-04-15	2012 Annual Progress Report, Middlefield-Ellis-Whisman (MEW) Regional Groundwater Remediation Program, Mountain View, California; [Appendix C in separate file]	Geosyntec Consultants	MEW Site
2013-04-17	2012 Annual Groundwater Report for Installation Restoration Sites 26 and 28, Former Naval Air Station Moffett Field, Moffett Field, California; April 2013	SES-TECT Remediation Services	Site 26, Site 28
2013-05	Spill Prevention, Control, & Countermeasure (SPCC) Plan: Volume I & SPCC Inventory, Locations Maps, & Photos: Volume II, NASA Ames Research Center, Moffett Field, California; dated May 2013	NASA Ames Research Center	
2013-05	Draft 2012 Annual Report, Site 1 and Site 22 Landfill, Former NAS Moffett Field, Moffett Field, California; dated May 2013	Oneida Total Integrated Enterprises (OTIE)	OUI, Site 1
2013-05-16	FOCUSED FEASIBILITY STUDY, INSTALLATION RESTORATION SITE 29 (Hanger 1), FORMER NAVAL AIR STATION MOFFETT FIELD, CALIFORNIA; Draft Final	RORE, Inc.	Site 29
2013-05-28	Request for Proposals, Rehabilitation and Adaptive Reuse of Hangar One and Management of Moffett Federal Airfield, NASA Ames Research Center, Mountain View, CA	National Aeronautics and Space Administration (NASA) and General Services Administration (GSA)	
2013-06-11	Long Term Management Plan for Non-Time-Critical Removal Action for PCB Contamination at Installation Restoration Site 29 (Hangar 1) at Former Naval Air Station, Moffett Field, California; Final	AMEC Environment & Infrastructure, Inc.	Site 29
2013-06-17	Letter to Department of the Navy, Subject: EPA and Regional Water Board Conditional Concurrence and Comments on Draft Final Focused Feasibility Study, Installation Restoration Site 29 (Hangar 1), Former Naval Air Station Moffett Field, California	U.S. Environmental Protection Agency, Region IX and California Regional Water Quality Control Board, San Francisco Bay Region	Site 29; Hangar 1
2013-07	Remedial Action Completion Report, Remedial Action at IR Site 25, Former Naval Air Station Moffett Field, Moffett Field, California; Final; dated July 2013	ITSI Gilbane Company	Site 25

Exhibit F  
List of Environmental Reports

Document Date	Document Title	Document Author	Site(s); Notes
2013-07	Proposed Plan for Hangar 1, Former Naval Air Station Moffett Field Site 29, Mountain View, California; dated July 2013	U.S. Department of the Navy	Site 29
2013-07-08	FOCUSED FEASIBILITY STUDY, INSTALLATION RESTORATION SITE 29 (Hangar 1), FORMER NAVAL AIR STATION MOFFETT FIELD, CALIFORNIA; Final	RORE, Inc.	Site 29
2013-07-09	Memorandum to CBRE Project Management regarding NASA Ames Research Center - Hangar 1 Preliminary Infrastructure Cost Summary and Due Diligence Review	BKF Engineers/Surveyors/Planners	
2013-07-26	1 Chronology of studies and findings relating to Hangar 1, and the Shenandoah Plaza National Historic District; 2 Historic Preservation Tax Credit Overview - Hangar 1 and Moffett Federal Airfield; 3 Adaptive Re-use Considerations; 4.1 Code Summary - Hangar 1; 4.2 Hangar 1 Re-Use Guidelines Summary; 5.1 Recap of Hangars 2 and 3 2005 Code Study; 5.2 Hangar Two Re-Use Guidelines Summary; 5.2 Hangar Three Re-Use Guidelines Summary; 5.3 Recap of Hangars 2 and 3 Conditions Assessment; 6 History of Section 106 Review at the Project Site and General Section 106 Process Overview; Drafts	Page & Turnbull	
2013-11	Final After Action Completion Report for Non-Time-Critical Removal Action for Polychlorinated Biphenyl (PCB) Contamination, Installation Restoration (IR) Site 29, Hangar 1, Former Naval Air Station (NAS) Moffett Field, California; dated November 2013	AMEC Environment & Infrastructure, Inc.	Site 29
2014-04	2013 Annual Groundwater Report for Installation Restoration Sites 26 and 28, Former Naval Air Station Moffett Field, Moffett Field, California; dated April 2014	SES-TECT Remediation Services	Site 26; Site 28
2014-04-10	2013 Annual Report, Site 1 and Site 22 Landfill, Former Naval Air Station Moffett Field, Moffett Field, California; Draft	Oneida Total Integrated Enterprises (OTIE)	Site 1; Site 22 Landfill
2014-04-15	2013 Annual Progress Report, NASA Ames Groundwater Treatment System, Regional Groundwater Remediation Program	Earth Resources Technology, Inc. (ERT)	
2014-06-03	Groundwater Monitoring Optimization Report for Installation Restoration Site 1 Landfill, Former Naval Air Station Moffett Field, Santa Clara County, California; Revised Draft	Trevet	Site 1 Landfill
2014-07	Third Five-Year Review Report for Middlefield-Ellis-Whisman (MEW) Superfund Study Area, Mountain View and Moffett Field, California; Fairchild Semiconductor Corp. - Mountain View Superfund Site; Raytheon Company Superfund Site; Intel Corp. - Mountain View Superfund Site; And portions of NAS Moffett Field Superfund Site; Draft; dated July 2014	U.S. Environmental Protection Agency, Region IX	
2014-08-06	Record of Decision Amendment for Installation Restoration Site 26, Former Naval Air Station Moffett Field, Moffett Field, California; Final; [Selected pages]	U.S. Department of the Navy	Site 26
2014-09-24	Phase I Environmental Site Assessment, Moffett Federal Airfield Leasehold, Former Naval Air Station, Moffett Field, California	Erler & Kalinowski, Inc.	Note 1
	Decision / Legal Documents, Former NAS Moffett Field, Moffett Field, California; includes: Memorandum of Understanding / Memorandum of Agreement (MOU / MOA); Environmental Baseline Studies (EBS); Records of Decision (RODs); Federal Facility Agreements(FFA); and Middlefield-Ellis-Whisman (MEW)		
	Hangar 1 - Photographs; HAER No. CA-335-A-1 through HAER No. CA-335-A-30		
	Hangar 1 - Sketches (6); [title from file name]		
	Hangar 1, Moffett Field Naval Air Station, Historic American Engineering Record #CA-335; [HAER doc]	National Aeronautics and Space Administration (NASA)	
	Inventory of Hangar One Historic Items to be Saved & Decontaminated by the Navy		Site 29
	Photographs: Multiple folders; subject matter includes Moffett Federal Airfield, Airship Adventures, Hangar 1, Hangars 2 and 3, Historical photos	Various	
	Report of Findings for Potential New Sites, Internal Document; reference for Potential Additional Cleanup Liabilities Site Summary; [not dated]		Potential additional cleanup liabilities
	Site 25 and Hangar 1 Restoration Team Accomplishments at the Former Naval Air Station Moffett Field, Moffett Field, California; [not dated]	U.S. Department of the Navy	Site 25; Hangar 1
	NASA Ames Environmental Resources Document. NASA Ames Environmental Management Division, currently under revision	NASA Ames Research Center	Site 15; Note 1

EXHIBIT F-1

Landlord's Disclosure of Existing Environmental Conditions

[The Landlord's Disclosure of Existing Environmental Conditions is attached as Appendix A to Schedule 1 to Exhibit D to this Lease and is hereby also incorporated in the Lease as Exhibit F-1 by this reference as if restated here in full.]

EXHIBIT G-1

Floor Plan of EOC Reserved Area

[Attached]

(b) (4), (b) (7)(F)

EXHIBIT G-2

Depiction of Storage Reserved Area,  
Telecommunication Reserved Area, and  
the N211 Ramp Access

[Attached]



EXHIBIT G-3

Depiction of Fire Station Support Reserved Area

[Attached]



EXHIBIT H

MFA MIMP

[Attached]

MFA ADAPTIVE REUSE LEASE

EXHIBIT H

MFA MITIGATION IMPLEMENTATION AND MONITORING PLAN\*

	Mitigation Description	Responsibility
CIR-1	<p>As part of the NADP, Landlord and its partners shall implement an aggressive Transportation Demand Management (TDM) program designed to reduce trip generation by a total of at least 22 percent. TDM measures are phased as described in Appendix B of the FPEIS. Each phase specifies an Average Vehicle Riderhip (AVR) goal. Landlord will not proceed to the next phase of development until the AVR goal of the previous phase is achieved. In addition, on-site housing will be constructed to reduce vehicle trip generation to external streets and freeways by internalizing trips to onsite employment centers and amenities.</p>	<p>Tenant, per MFA TDM, which shall outline the elements of Tenant's plan in as detailed fashion as appropriate for the level of knowledge of planned or actual operations on the Premises to help meet the overall goals of the NADP TDM Plan, subject to Landlord's review and approval.</p>
CIR - 6	<p>Development under the NADP would modify the Ellis Street underpass to better accommodate bicyclists. Two options are proposed. One is to modify the overpass so that the lanes can be widened. This proposal is subject to CalTrans review. If determined to be infeasible, the other option is use a reversible lane depending on the commute direction. Therefore, two lanes of traffic and a bicycle lane can be accommodated in the main direction of travel and a single lane of traffic and a bicycle lane will accommodate the "reverse commute."</p>	<p>Tenant shall contribute its pro rata share for CIR-6 improvements. Tenant's pro rata share is equal to the percentage of vehicle trips with destinations within the Leased premises, calculated from a cordon count performed by third-party.</p>
CIR - 7	<p>Improvements to facilities within Caltrans right-of-way associated with the development proposed under the NADP shall adhere to the conditions and requirements of Caltrans statewide NPDES Permit CAS #000003, Order #99-06-DWQ and NPDES General Permit CAS #000002, Order #99-08-DWQ, and shall incorporate Treatment Best Management Practices described in Section 4.4 of the Storm Water Management Plan which implements the statewide NPDES permit, as such requirements specifically apply to the proposed improvements. In general, this would include the preparation and implementation of a Storm Water Pollution Prevention Plan and Best Management Practices for construction and post-construction conditions for each such project.</p>	<p>Tenant shall contribute its pro rata share for CIR-7 improvements. Tenant's pro rata share is equal to the percentage of vehicle trips with destinations within the Leased premises, calculated from a cordon count performed by third-party.</p>
AQ - 2	<p>Landlord and its partners would schedule construction to ensure that annual emissions of ozone precursors associated with project construction and operation do not exceed a cumulative total of 100 tons per year. This would apply over all years of project construction and operation or until an applicable State Implementation Plan that includes the project emissions is approved by EPA. Implementation of this mitigation is mandatory to comply with the Federal Clean Air Act. Develop Master Construction Schedule, updated annually.</p>	<p>Tenant to provide data on emissions in accordance with Landlord maintained CEMP document. Mitigation strategies are guided by the ROD as implemented by the CEMP. Landlord to update with input from Tenant.</p>

MFA ADAPTIVE REUSE LEASE

EXHIBIT H

MFA MITIGATION IMPLEMENTATION AND MONITORING PLAN\*

Responsibility	Mitigation Description
<p>Applicability of CEMP to possible future projects to be evaluated at time of proposal.</p>	
<p>Tenant</p>	<p>AQ – 3 Prior to the issue of occupancy permits, operators of laboratories and disaster training facilities would be required to consult with the BAAQMD regarding possible permit requirements and emissions reduction equipment and to comply with BAAQMD's requirements.</p>
<p>Landlord/Tenant</p>	<p>AQ – 5 Landlord would review all planned uses in light of the findings of the Human Health Risk Assessment (HHRA) to ensure that planned uses would not create unacceptable public health risks. Proposed uses would be moved if unacceptable risks which could not be mitigated to an acceptable level were found.</p>
<p>Tenant</p> <p>Tenant, to the extent feasible. If not feasible, use of potable water for dust control is acceptable. Feasibility to be addressed during construction permitting.</p> <p>Tenant</p> <p>Tenant, to the extent feasible. If not feasible, use of potable water for dust control is acceptable. Feasibility to be addressed during construction permitting.</p>	<p>AQ – 6a Measures to control dust generation would reduce this impact associated with PM10 to a level of less-than- significant. The following measures, including all control measures recommended by the BAAQMD, would be incorporated into construction contract specifications and enforced by Landlord. These measures include the following provisions:</p> <ul style="list-style-type: none"> <li>- Use reclaimed water on all active construction areas at least twice daily and more often during windy periods. Watering is the single-most effective measure to control dust emissions from construction sites. Proper watering could reduce dust emissions by over 75 percent.</li> <li>- Cover all hauling trucks or maintain at least 0.6 meters (2 feet) of freeboard. Dust-proof chutes would be used as appropriate to load debris onto trucks during any demolition.</li> <li>- Pave, apply reclaimed water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites.</li> </ul>

MFA ADAPTIVE REUSE LEASE

EXHIBIT H

MFA MITIGATION IMPLEMENTATION AND MONITORING PLAN\*

Mitigation Description	Responsibility
<ul style="list-style-type: none"> <li>- Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas and sweep streets daily (with water sweepers) if visible soil material is deposited onto the adjacent roads.</li> </ul>	Tenant
<ul style="list-style-type: none"> <li>- Hydro seed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas that are inactive for 10 days or more).</li> </ul>	Tenant
<ul style="list-style-type: none"> <li>- Enclose, cover, water twice daily, or apply (non-toxic) soil binders to exposed stockpiles.</li> </ul>	Tenant
<ul style="list-style-type: none"> <li>- Limit traffic speeds on any unpaved roads to 25 kilometers per hour (15 mph).</li> </ul>	Tenant
<ul style="list-style-type: none"> <li>- Install sandbags or other erosion control measures to prevent silt runoff to public roadways.</li> </ul>	Tenant
<ul style="list-style-type: none"> <li>- Replant vegetation in disturbed areas as quickly as possible.</li> </ul>	Tenant
<ul style="list-style-type: none"> <li>- Install wheel washers for all exiting trucks, or wash off the tires or tracks of all trucks and equipment leaving the site.</li> </ul>	Tenant
<ul style="list-style-type: none"> <li>- If necessary, install windbreaks, or plant trees/vegetative windbreaks at the windward side(s) of construction areas.</li> </ul>	Tenant
<ul style="list-style-type: none"> <li>- Suspend excavation and grading activity when winds (instantaneous gusts) exceed 40 kilometers per hour (25 mph) and visible dust emissions cannot be prevented from leaving the construction site(s).</li> </ul>	Tenant
<ul style="list-style-type: none"> <li>- Limit areas subject to disturbance during excavation, grading and other construction activity at any one time.</li> </ul>	Tenant
<ul style="list-style-type: none"> <li>- Prior to disturbance (or removal) of materials suspected to contain asbestos, lead or other toxic air contaminants, contact the BAAQMD.</li> </ul>	Landlord/Tenant

MFA ADAPTIVE REUSE LEASE

EXHIBIT H

MFA MITIGATION IMPLEMENTATION AND MONITORING PLAN\*

	Mitigation Description	Responsibility
Tenant/Landlord	<p>- Landlord would designate an Environmental Coordinator responsible for ensuring that mitigation measures to reduce air quality impacts from construction are properly implemented. This person would also be responsible for notifying adjacent land uses of construction activities and schedule.</p>	
AQ – 6b	<p>Measures to reduce emissions of nitrogen oxides and particulate matter from diesel fuel combustion during construction should be evaluated and implemented where reasonable and feasible. The following measures would reduce the impacts from construction fuel combustion:</p> <ul style="list-style-type: none"> <li>- Properly maintain construction equipment. This measure would reduce emissions of ROG, NOX and PM10 by about 5 percent.</li> <li>- Evaluate the use of available alternative diesel fuels and where reasonable and feasible, use alternative diesel fuels. The GARB has verified reductions of NOX by almost 15 percent, and particulate matter by almost 63 percent, from use of alternative diesel fuels. However, the use of these fuels may not be appropriate for all diesel equipment.</li> <li>- Reduce construction traffic trips through TDM policies and implementation measures.</li> <li>- Reduce unnecessary idling of construction equipment and avoid staging equipment near or upwind from sensitive receptors such as onsite residences or daycare uses.</li> <li>- Where possible, use newer, cleaner burning diesel-fueled construction equipment. The Environmental Coordinator would prohibit the use of equipment that visibly produces substantially higher emissions than other typical equipment of similar size.</li> </ul>	<p>Tenant</p> <p>Tenant</p> <p>Tenant</p> <p>Tenant</p> <p>Tenant</p>
AQ – 7a	<p>Landlord would install air pollution devices, for example, particulate traps and oxidation catalysts, on construction equipment to the greatest extent that is technically feasible.</p>	<p>Tenant</p>
AQ – 7b	<p>Landlord and its partners would develop and implement a Construction Emissions Mitigation Plan (CEMP) to ensure that the project would comply with the Federal Clean Air Act and further reduce emissions. The plan would include measures and procedures, sufficiently defined to ensure a reduction of nitrogen oxides, PM10, and diesel particulate matter.</p>	<p>Landlord/Tenant</p>

MFA ADAPTIVE REUSE LEASE

EXHIBIT H

MFA MITIGATION IMPLEMENTATION AND MONITORING PLAN\*

Mitigation Description	Responsibility
<p>The CEMP would be developed in consultation with EPA and BAAQMD. The CEMP would be evaluated by Landlord and its partners on an annual basis to schedule construction ensuring that emissions of ozone precursors associated with project construction and operation would not exceed 91 tonnes (100 tons) per year and update measures to include new rules or regulations. Landlord and its partners would consult with the BAAQMD on an annual basis during project construction to determine if additional air quality mitigations to reduce the project's air quality impact are warranted, and to take such additional air quality mitigation as is appropriate and reasonable, and in an expeditious manner.</p> <p>A CEMP coordinator, who would also act as a "Disturbance Coordinator" would be responsible for ensuring that measures included in the CEMP are implemented. This would be done through field inspections, records review, and investigations of complaints.</p> <p>At a minimum, the CEMP would include the following measures to reduce emissions from construction activities:</p> <ul style="list-style-type: none"> <li>- Require that all equipment is properly maintained at all times. All construction equipment working on site would be required to include maintenance records indicating that all equipment is tuned to engine manufacturer's specifications in accordance with the time frame recommended by the manufacturer.</li> <li>- All construction equipment would be prohibited from idling more than 5 minutes.</li> <li>- Tampering with equipment to increase horsepower would be strictly prohibited.</li> <li>- Include particulate traps, oxidation catalysts and other suitable control devices on all construction equipment used at the site.</li> <li>- Diesel fuel having a sulfur content of 15 ppm or less, or other suitable alternative diesel fuel, would be used unless such fuel cannot be reasonably procured in the market area.</li> </ul>	<p>Landlord will consult with BAAQMD and amend CEMP, which will be implemented by Tenant and its construction contractors.</p> <p>Tenant/Landlord</p> <p>Applicability of CEMP to possible future projects to be evaluated at time of proposal.</p>

MFA ADAPTIVE REUSE LEASE

EXHIBIT H

MFA MITIGATION IMPLEMENTATION AND MONITORING PLAN\*

Mitigation Description	Responsibility
<ul style="list-style-type: none"> <li>- The CEMP would also ensure that construction-related trips are minimized through appropriate policies and implementation measures.</li> <li>- The CEMP would address the feasibility on a biannual basis of requiring the use of reformulated or alternative diesel fuels.</li> <li>- The CEMP Coordinator (or Environmental Coordinator) would prohibit the use of equipment that visibly produces substantially higher emissions than other typical equipment of similar size.</li> <li>- The staging of three or more pieces of construction equipment near or just upwind from sensitive receptors such as residences or daycare uses would be prohibited.</li> </ul>	
<p>AQ - 7c</p> <p>The CEMP would address the feasibility of requiring or encouraging the use of "Cleaner" (Lower Emissions) construction equipment on an annual basis. For larger construction projects (i.e., projects greater than 9,290 square meters (100,000 square feet)), a percentage of the equipment would be required to be 1996 or newer. This would be determined as follows:</p> <ul style="list-style-type: none"> <li>- If equipment is leased by the contractor, then the percentage of 1996 or newer equipment would be maximized so that the total cost of leasing equipment would not exceed 110 percent of the average available cost for leased equipment.</li> <li>- If equipment is owned by the Contractor, then the CEMP shall identify the minimum percentage of total horsepower for 1996 or newer equipment that should be used in construction. For the first year of construction, it shall be considered possible that 1996 or newer equipment shall makeup a minimum of 75 percent of the total horsepower, unless Landlord and its partners can show the BAAQMD that it is not reasonable.</li> </ul>	<p>Landlord/Tenant</p>

MFA ADAPTIVE REUSE LEASE

EXHIBIT H

MFA MITIGATION IMPLEMENTATION AND MONITORING PLAN\*

	Mitigation Description	Responsibility
INFRA – 1	<p>Landlord would cooperate with the City of Sunnyvale in determining the cumulative impact of existing and proposed development on the sanitary sewer conveyance system between Ames Research Center and the SWPCP. Landlord and its partners would contribute their fair share toward construction of conveyance pipes and supporting infrastructure which are determined to be necessary to mitigate the cumulative impact of existing and proposed development. Landlord's fair share will be based on its pro rata share of the total flow of all existing and proposed development contributing to either the existing sewer conveyance system between ARC and SWPCP or the new system designed to replace or augment the existing system.</p>	<p>The Premises' fair share contribution to improvements to the City of Sunnyvale's sewer system shall be based on the Tenant's pro rata share of the total flow of all proposed development contributing to a new sewer conveyance system between the Premises and the treatment plant, should the City of Sunnyvale require and install such a system.</p>
HAZ –1	<p>Landlord's development partners would work with the Remediation Project Manager within the Office of Environmental Services during site planning and would implement the guidelines and recommendations in the Environmental Issues Management Plan (EIMP) to ensure that none of the proposed construction, demolition, and infrastructure improvement projects would expose personnel to unacceptable levels of contaminated soil or groundwater. Where the Remediation Project Manager determined that there would be a possible risk of exposure to people or clean soil or groundwater, the proposed design would be altered to prevent such exposure if feasible. If it were not feasible to avoid exposure, protective measures would be undertaken to minimize the risk of exposure as described in the EIMP.</p> <ul style="list-style-type: none"> <li>- Relocate treatment system components that would be affected by development - Excavate contaminated soil that is in the development location</li> <li>- Ensure that construction contractors have 40 hours of HAZWOPER training if excavating contaminated soil or groundwater, or have 24 hours of HAZWOPER for other site work</li> <li>- Prepare Health and Safety Plan to prevent undue exposure to site contaminants</li> <li>- Conduct industrial hygiene monitoring, and provide personal protective equipment, and other measures as required by the Health and Safety Plan</li> <li>- Allow time in schedule for sampling, staging, and stockpiling contaminated soil, and transporting to onsite treatment location</li> <li>- Install lined underground utility pipes and/or collars around underground utilities to prevent migration of contaminated groundwater</li> <li>- Construct vapor barriers or subslab ventilation under new buildings to prevent vapor intrusion from</li> </ul>	<p>Tenant, per MFA EIMP.</p>

MFA ADAPTIVE REUSE LEASE

EXHIBIT H

MFA MITIGATION IMPLEMENTATION AND MONITORING PLAN\*

	Mitigation Description	Responsibility
	<p>contaminated groundwater</p> <ul style="list-style-type: none"> <li>- Retrofit existing buildings to prevent vapor intrusion from contaminated groundwater</li> <li>- Allow time in schedule for sampling groundwater, and containing and transporting contaminated groundwater to onsite treatment system</li> </ul>	
GEO - 1	<p>All rehabilitation of historic structures within the Shenandoah Plaza Historic District would follow the Guidelines for the Rehabilitation of Historic Structures developed by the Architectural Resources Group for Landlord and within the Ames Campus would follow the Secretary of the Interior Guidelines for the rehabilitation of Historic Structures in order to maximize seismic safety while minimizing effects on the integrity of any structure on or eligible for the National Register of Historic Places.</p>	Tenant
GEO - 2	<p>All new buildings at Ames Research Center would be designed to meet the current Uniform Building Code regulations for seismic safety. The applicable codes at ARC have been updated. Tenant shall get instruction from Landlord at the beginning of its project to make this determination.</p>	Tenant
GEO - 3	<p>All new construction would be designed based on geotechnical analyses of proposed sites to determine the structural measures necessary to counter the shrink-swell potential of the soil and the risk of structural damage from ground subsidence.</p>	Tenant
GEO - 4	<p>Prior to construction of individual facilities, Landlord or its partners would conduct detailed geotechnical investigations of all proposed building sites, and would incorporate the engineering recommendations of these studies into building designs and construction.</p>	Tenant
BIO - 1	<p>To minimize the potential for injury or death caused by construction vehicles to western burrowing owls or migratory birds in all four planning areas and to salt marsh harvest mice in the Bay View area, the following components would be implemented:</p> <ul style="list-style-type: none"> <li>- As much as possible, construction traffic would not be routed on roads adjacent to habitats where these special-status species occur and would be prohibited from using roads when habitat considerations require it.</li> </ul>	Tenant

MFA ADAPTIVE REUSE LEASE

EXHIBIT H

MFA MITIGATION IMPLEMENTATION AND MONITORING PLAN\*

	Mitigation Description	Responsibility
	<ul style="list-style-type: none"> <li>- Occupied or potential habitat for these species near established routes would be marked as off-limits to construction vehicles.</li> <li>- All drivers of construction vehicles would be informed of the established vehicle routes and made aware of the importance of avoiding occupied and potential habitat for western burrowing owls and salt marsh harvest mice.</li> <li>- Construction activities would not be allowed to disturb nesting migratory birds.</li> </ul>	<p>Tenant, or optional Demand Service.</p> <p>Tenant</p> <p>Tenant</p>
<p>BIO – 3</p>	<p>Landscaping would be designed with native species (with the possible exception of lawn areas). Invasive plants would not be used in any landscaping. Any imported soil used for landscaping must be certified as weed-free. Similarly, any erosion-control structures that contain hay or other dried plant material (e.g., hay bales) must be certified as weed-free. Any construction equipment operating within 76 meters (250 feet) of jurisdictional wetlands or other sensitive habitats in the Bay View area would be washed with reclaimed water prior to use in this area to remove potential weed seeds. The construction zone would be surveyed periodically by a qualified botanist, so that any infestations of invasive species that establish within the construction zone of the Bay View area can be eradicated before the plants can flower and set seed.</p>	<p>Tenant, with exceptions for landscaping ordinarily required for the care and maintenance of the golf course.</p>
<p>BIO – 4a</p>	<p>Landlord and its partners would institute the following programs and policies to limit increases in predator populations:</p> <ul style="list-style-type: none"> <li>- Prohibit employees from feeding wildlife, including cats.</li> <li>- Institute and enforce a no pets policy in new housing.</li> <li>- Install trash containers that cannot be opened by predator species.</li> </ul>	<p>Landlord/Tenant</p> <p>N/A</p> <p>Tenant</p>

MFA ADAPTIVE REUSE LEASE

EXHIBIT H

MFA MITIGATION IMPLEMENTATION AND MONITORING PLAN\*

	Mitigation Description	Responsibility
	<ul style="list-style-type: none"> <li>- Augment the existing non-native predator control program, which includes humane trapping and removal of feral cats and other non-native predators.</li> <li>- Conduct a public education program about the impacts caused by non-native predators and the need to refrain from feeding feral cats and other wildlife.</li> <li>- A regular construction cleanup crew would be designated to ensure that construction debris and trash do not attract predators or scavengers.</li> <li>- Humanely trap and remove predators, including, but not limited to, red fox, skunk, raccoons, rats, feral cats and dogs.</li> </ul>	<p>Landlord will continue its program to remove predators with the cooperation of the Tenant, and Tenant will pay its fair share. Tenant's fair share is to be determined by percentage of Landlord's property within the Leased premises.</p> <p>Landlord/Tenant</p> <p>Tenant</p> <p>Landlord will continue its program to remove predators with the cooperation of the Tenant, and Tenant will pay its fair share. Tenant's fair share is to be determined by percentage of Landlord's property within the Leased premises.</p>
BIO - 5	<p>To avoid impacts to roosting bats, a preconstruction survey of buildings to be demolished or renovated would be conducted by a qualified wildlife biologist in accordance with recommendations of the California Department of Fish and Wildlife. If special-status roosting bats are found, CDFW would be consulted. An avoidance or mitigation plan would be developed and implemented. Avoidance measures could include construction outside of hibernation and maternal roosting time periods (winter), excluding bats from the buildings after they have left the roost to forage at night by closing entrances, and the construction of bat boxes to accommodate displaced bats. If bat boxes are used, Landlord would monitor their success.</p>	<p>Tenant</p>
BIO - 6	<p>Landlord and its partners would use trash receptors that are animal resistant, and will maintain a regular garbage disposal schedule.</p>	<p>Tenant</p>
BIO -9	<p>- Protect owl burrows wherever possible through careful site planning and inspection during construction.</p>	<p>Tenant</p>

MFA ADAPTIVE REUSE LEASE

EXHIBIT H

MFA MITIGATION IMPLEMENTATION AND MONITORING PLAN\*

Mitigation Description	Responsibility
<ul style="list-style-type: none"> <li>- Where burrows must be removed, evict owls outside the breeding, season via passive relocation based on a plan developed by a qualified owl biologist.</li> <li>- Replace lost burrows outside of the nesting season, before construction begins. Burrows would be replaced at a 3:1 ratio either within the owl preserves or in other suitable on-site habitat areas.</li> </ul>	<p>Tenant</p> <p>Tenant</p>
<p>BIO – 10</p> <ul style="list-style-type: none"> <li>• Establish a burrowing owl preserve in the NRP area which would prevent impacts to owls currently nesting within the future preserve area, and mitigate impacts to owls that might be disturbed by development on NRP Parcels 7 and 8. Restoration and enhancement of the preserve in the NRP area sufficient to offset development impacts would occur prior to that development.</li> </ul>	<p>Tenant</p>
<ul style="list-style-type: none"> <li>• Remove existing buildings and pavement</li> </ul>	<p>Parcel 8 developer</p>
<ul style="list-style-type: none"> <li>• Plant with native grasses, and border of low-growing native shrubs</li> </ul>	<p>Parcel 8 developer</p>
<ul style="list-style-type: none"> <li>• Build artificial burrows</li> </ul>	<p>Parcel 8 developer</p>
<ul style="list-style-type: none"> <li>• Cut grass on regular schedule, at least two times per year, to maintain height less than 6 inches; within 25 feet of burrow, use light-weight mower</li> </ul>	<p>Tenant</p>
<ul style="list-style-type: none"> <li>• Design landscaping in developed areas with low growing native vegetation to enhance owl use.</li> </ul>	<p>Tenant</p>
<ul style="list-style-type: none"> <li>• Minimize the development footprint to the extent possible, and locate new development adjacent to existing development to minimize habitat fragmentation.</li> </ul>	<p>Tenant / Landlord</p>
<ul style="list-style-type: none"> <li>• Minimize construction impacts on nesting and foraging habitat by restricting the area available for circulation and staging of equipment.</li> </ul>	<p>Tenant</p>
<ul style="list-style-type: none"> <li>• Manage other grassland areas at Ames Research Center to support owls and their prey.</li> </ul>	<p>Tenant</p>

MFA ADAPTIVE REUSE LEASE

EXHIBIT H

MFA MITIGATION IMPLEMENTATION AND MONITORING PLAN\*

	Mitigation Description	Responsibility
BIO – 11a	<p>In order to minimize short-term disturbances from construction, Landlord and its partners would adopt the Burrowing Owl Habitat Management Plan (BOHMP), which recommends the following:</p> <ul style="list-style-type: none"> <li>- Construction near owl habitat would be scheduled outside of breeding season, which typically runs from February 1 to August 31, as much as possible.</li> <li>- Construction would be kept as far from nesting areas as possible. If possible, Landlord would maintain a minimum 49-meter (160-foot) buffer around occupied burrows during the non-nesting season, and a minimum 76 meter (250-foot) buffer during the nesting season.</li> <li>- If it is not possible to maintain these distances, Landlord would work with a qualified owl biologist to determine appropriate distances from active burrows, fence burrows off from construction activities, and provide owls the opportunity to move by installing artificial burrows further from construction areas before construction begins.</li> <li>- Landlord would work with a qualified owl biologist to find circulation routes, staging areas, and areas for other construction activities that will minimize impacts to owls or their burrows.</li> <li>- Briefings on burrowing owl conservation will be provided to construction managers, workers, and occupants.</li> </ul>	<p>Tenant</p> <p>Tenant</p> <p>Tenant, in coordination with Landlord.</p> <p>Tenant</p> <p>Tenant</p>
BIO – 11b	<p>In order to prevent long-term disturbances from increases in population associated with implementation of the NADP, Landlord would:</p> <ul style="list-style-type: none"> <li>• Fence off owl habitat in NRP with attractive fencing and low, native shrubs.</li> <li>• Design paths around the perimeter of owl habitat to allow people to see the owls without disturbing them.</li> <li>• Prohibit walkers, bikers, and dogs from moving through the habitat areas.</li> <li>• Use signage to educate people about the owls and their sensitivities.</li> </ul>	<p>Tenant, as it pertains to the established owl preserve.</p> <p>Tenant, as it pertains to the established owl preserve.</p> <p>Tenant, as it pertains to the established owl preserve.</p> <p>Tenant, as it pertains to the established owl preserve.</p>

MFA ADAPTIVE REUSE LEASE

EXHIBIT H

MFA MITIGATION IMPLEMENTATION AND MONITORING PLAN\*

	Mitigation Description	Responsibility
	<ul style="list-style-type: none"> <li>• Monitor habitat areas after construction, and implement further protective measures as needed.</li> </ul>	<p>Tenant, as it pertains to the established owl preserve.</p>
	<ul style="list-style-type: none"> <li>• Restrict construction of roads, trails, pathways, and other development from occurring within designated burrowing owl preserves.</li> </ul>	<p>Landlord</p>
<p>BIO-12</p>	<p>In order to prevent vehicle collisions with burrowing owls, Landlord and its partners would:</p> <ul style="list-style-type: none"> <li>_ Post 25 MPH speed limits along roads adjacent to owl habitat.</li> <li>_ Route traffic away from owl habitat as much as possible, especially at night.</li> <li>_ Plan new roads and other transportation corridors away from owl habitat wherever possible.</li> <li>_ Monitor traffic impacts to burrowing owls, and implement additional mitigation measures if necessary.</li> </ul>	<p>Tenant, as it pertains to the established owl preserve.</p> <p>Tenant, as it pertains to the established owl preserve.</p> <p>Tenant, as it pertains to the established owl preserve.</p> <p>Tenant, as it pertains to the established owl preserve.</p> <p>Tenant, as it pertains to the established owl preserve.</p>
<p>BIO -13</p>	<p>Tenant would:</p> <ul style="list-style-type: none"> <li>- Allow squirrels to inhabit areas around new development that will not be used by people.</li> <li>- Work with a qualified owl biologist to develop an eradication plan that minimizes effects on burrowing owls if squirrels must be controlled.</li> </ul>	<p>Tenant</p> <p>Tenant</p>
<p>B10-14</p>	<p>To protect the owls' prey base, Tenant would adopt the BOHMP, which recommends the following:</p> <ul style="list-style-type: none"> <li>- Allow small rodent and insect control only directly around buildings.</li> <li>- Forbid the use of biocides adjacent to or within owl habitat.</li> </ul>	<p>Tenant</p> <p>Tenant</p>

MFA ADAPTIVE REUSE LEASE

EXHIBIT H

MFA MITIGATION IMPLEMENTATION AND MONITORING PLAN\*

	Mitigation Description	Responsibility
	<ul style="list-style-type: none"> <li>- Limit, or if possible, prohibit the killing of small rodents or insects in the owl preserves, enhanced owl habitat, and any other areas where owls nest or forage.</li> </ul>	Tenant
<p>BIO -15</p>	<p>In order to prevent increased predation, Landlord would enforce Mitigation Measure B10-4, above. In addition, Landlord and its partners would:</p> <ul style="list-style-type: none"> <li>- Continue on-going efforts to control non-native predators in conjunction with US Fish and Wildlife.</li> <li>- Limit tree planting along roads or buildings adjacent to owl and other wildlife habitat areas to minimize the increase in available perches for avian predators, and modify other potential perches structurally to discourage predators.</li> <li>- Minimize outdoor lighting posts near burrowing owl and other wildlife habitat to reduce new perches for avian predators. Where lighting is needed for safety reasons, install devices to discourage birds from perching.</li> <li>- Avoid placing rip rap on existing marsh vegetation.</li> </ul>	<p>Landlord/Tenant. Tenant will contribute its fair share to Landlord's efforts, to be determined by the percentage of the Tenant's Leased Premises within the Property.</p> <p>Tenant</p> <p>Tenant</p> <p>Tenant</p>
<p>BIO-17b</p>	<p>If the Ames Research Center owl population or chick production (compared to the reference population) experiences a significant drop, either statistically or in the opinion of a qualified owl biologist over a 3-year time period, Landlord would implement these further actions:</p> <ul style="list-style-type: none"> <li>- Hire a qualified owl biologist to determine if the population decline is due to human impacts from development in the NADP and to determine the sources of population decline due to development in the NADP.</li> </ul>	<p>Landlord through an annual owl population survey, Tenant will contribute its fair share, to be determined by the percentage of the Tenant's Leased Premises within the Property.</p> <p>Tenant/Landlord</p>

MFA ADAPTIVE REUSE LEASE

EXHIBIT H

MFA MITIGATION IMPLEMENTATION AND MONITORING PLAN\*

	Mitigation Description	Responsibility
	<p>Implement actions and management activities designed by a qualified owl biologist to mitigate those sources of population decline and to return population levels to pre-NADP development levels.</p> <p>Continue monitoring owl population dynamics to determine if the mitigation measures have been successful at stabilizing the population and increasing the population to pre-NADP development levels. Measurements would be based on a 3-year time frame.</p>	<p>Tenant/Landlord</p> <p>Tenant/Landlord</p>
AES-1	<p>Landlord and its partners would develop design guidelines for the Bay View, Ames Campus and Eastside/Airfield areas in order to ensure that new buildings would stylistically complement the existing buildings in the Ames Campus and Eastside/Airfield. Design guidelines for the Bay View area would include setback requirements for Stevens Creek and Western Diked Marsh, and would ensure harmonious design.</p>	<p>Tenant</p>
AES-6a	<p>Where possible, Landlord and its partners would carefully site any development so as to preserve the protected trees.</p>	<p>Tenant/Landlord</p>
AES-6b	<p>Where it is not possible to preserve protected trees in place, Landlord and its partners would develop a revegetation plan consistent with the requirements of the Santa Clara County Tree Preservation and Removal Ordinance.</p>	<p>Tenant/Landlord</p>
CUL -1	<p>In the event that human remains and/or cultural materials are found in the process of implementing the NADP, all project-related construction would cease within a 15 meter (50-foot) radius in order to proceed with the testing and mitigation measures required pursuant to Section 7050.5 of the Health and Safety Code and Section 5097.94 of the Public Resources Code of the State of California. The State Historic Preservation Officer and the Landlord Federal Preservation Officer would be contacted as soon as possible. Construction in the affected area would not resume until the regulations of the Advisory Council on Historic Preservation (36 C.F.R. Part 800) have been satisfied.</p> <p>In the event of the discovery of human remains, the Santa Clara County Coroner would be notified by the project manager. The Coroner would make the determination as to whether the remains are Native American. If the Coroner determines that the remains are not subject to his or her authority, s/he would notify the Native American Heritage Commission, who would attempt to identify the</p>	<p>Tenant, in coordination with Landlord.</p>

MFA ADAPTIVE REUSE LEASE

EXHIBIT H

MFA MITIGATION IMPLEMENTATION AND MONITORING PLAN\*

	Mitigation Description	Responsibility
	<p>descendants of the deceased Native American. If no satisfactory agreement can be reached as to the disposition of the remains pursuant to State law, then the remains would be reinterred with items associated with the Native American burial on the property in a location not subject to further disturbance.</p>	
<p>CUL - 2</p>	<p>Any project that involves the rehabilitation of contributing buildings within the Shenandoah Plaza Historic District would follow the Programmatic Agreement (PA) and Historic Resource Protection Plan. Appropriate landscaping will be used to avoid impact to historic buildings. This Historic Resource Protection Plan includes the Guidelines for Rehabilitation of Historic Structures prepared for Landlord by Architectural Resources Group, and the Reuse Guidelines for Hangar One, prepared by Page and Turnbull, both of which comply with the Secretary of the Interior's Standards.</p>	<p>Landlord/Tenant</p> <p>The PA has expired. Landlord, the SHPO and Tenant may enter into one or more new PAs or one or more Memorandum of Agreement (each, a "MOA") with respect to the Property. Until such time as a PA or MOA is entered into, the parties shall comply with the National Historic Preservation Act, including, but not limited to, Section 106.</p>
<p>CUL - 2a</p>	<p>Any project that involves the rehabilitation of contributing buildings within the Shenandoah Plaza Historic District would follow the Historic Resource Protection Plan (HRPP). Appropriate landscaping would be used to avoid impact to historic buildings. The Historic Resources Protection Plan includes the guidelines for Rehabilitation of Historic structures prepared for Landlord by Architectural Resources Group, and the Reuse Guideline for Hangar 1, prepared by Page and Turnbull.</p>	<p>Landlord/Tenant</p> <p>The PA has expired. Landlord, the SHPO and Tenant may enter into one or more new PAs or one or more Memorandum of Agreement (each, a "MOA") which shall reference the HRPP with respect to the Property. Until such time as a PA or MOA is entered into, the parties shall comply with the National Historic Preservation Act, including, but not limited to, Section 106.</p>
<p>CUL - 2b</p>	<p>The State Historical Building Code would be used when planning for structural stability or the installation of protective or code required mechanical systems or access.</p>	<p>Tenant</p>

MFA ADAPTIVE REUSE LEASE

EXHIBIT H

MFA MITIGATION IMPLEMENTATION AND MONITORING PLAN\*

	Mitigation Description	Responsibility
CUL – 3a	Any new building or addition to an existing building constructed within the portion of the Shenandoah Plaza Historic District that lies within Ames Research Center would follow the PA and Historic Resources Protection Plan, which includes the Design Guidelines for New Construction in the Shenandoah Plaza Historic District prepared for Landlord by Architectural Resources Group (ARG). These guidelines set parameters for compatible designs including orientation, height, setback, materials and style. The guidelines also indicate which areas must not be used as building sites.	Landlord/Tenant  The PA has expired. Landlord, the SHPO and Tenant may enter into one or more new PAs or one or more Memorandum of Agreement (each, a "MOA") with respect to the Property. Until such time as a PA or MOA is entered into, the parties shall comply with the National Historic Preservation Act, including, but not limited to, Section 106.
CUL – 3b	Any project undertaken within the vicinity of designated or potentially-designated resources, structures or districts would be subject to review by the State Historic Preservation Officer through the Section 106 process of the National Historic Preservation Act. Any agreed upon mitigation, such as plan modification and design harmony, would be undertaken.	Landlord/Tenant
X – 1	Common area bike racks	Tenant
X – 3	Reduce solid waste - Recycle glass, paper, metal, cardboard, plastic, etc.	Tenant
X – 4	Reduce solid waste - Recycle demolition debris	Tenant
X – 5	Reduce solid waste - Compost and reuse landscaping debris	Tenant
X – 18	Convert Eastside/Airfield golf course irrigation system to reclaimed water	Tenant
X – 20	Develop pedestrian circulation routes in NRP	Tenant
X – 21	Coordinate with VTA regarding bicycle facilities	Tenant

MFA ADAPTIVE REUSE LEASE

EXHIBIT H

MFA MITIGATION IMPLEMENTATION AND MONITORING PLAN\*

	Mitigation Description	Responsibility
X - 22	Ensure infrastructure of roads, bike lanes, shuttle/bus stops and pedestrian routes proceeds systematically	Tenant
X - 24	Construct stormwater infiltration measures, e.g., swales, permeable pavement, rooftop gardens, etc. to ensure that rate and quantity of stormwater runoff after construction does not exceed the rate and quantity before construction.	Tenant
X - 26	Obtain LEED certification for new buildings	Tenant
X - 31	Remove predator perches (light posts primarily) from Eastside/Airfield burrowing owl preserves.	Tenant
X - 36	Establish detailed construction traffic plans, including truck tips and haul routes.	Tenant

\* The mitigation measures contained in this MFA Mitigation Implementation and Monitoring Plan are taken from the Mitigation Implementation and Monitoring Plan prepared for the entire Landlord Ames site, pursuant to the Landlord Ames Development Plan Final Programmatic Environmental Impact Statement ("NADP EIS"), for which a Record of Decision was signed in November 2002. The mitigation measures that directly apply to Tenant are contained herein.

EXHIBIT I

Schedule of Existing Airfield Agreements

[Attached]

**EXHIBIT I**  
**Schedule of Existing Airfield Agreements**

Agreements Being Assigned to PV					
Entity	Activity	Documents	Annual	Term	Cancellation
Collins Foundation	Airshows	Reimbursable Space Act Agreement ("RSAA") Support Agreement ("SA")	Cost Reimbursement \$2,200 net a year	5/2014 annually renewable	At least one week prior to air show
LB&B	Fuel for Contract SP0600-03-D-5311	Lease on 2.1 acres Support Agreement ("SA")	Rent: \$140,000 per year net	2023 with extensions	N/A
Lockheed Martin	Air cargo outgoing	Reimbursable Space Act Agreement ("RSAA")	\$-0- net	9/30/2016	Lockheed can cancel at any time.
Loral (1)	Storage of Shipping containers in H3 20k sf +/-	Enhanced Use Lease Of Historic Property	Rent; \$180,000 / year +/-	1/2014	Tenant currently in process of vacating
Loral (2)	Air Cargo out going	Reimbursable Space Act Agreement ("RSAA") Support Agreement ("SA")	Cost reimbursement \$100,000 + /- Year	1/31/2017	120 Days either party

Agreements Being Assigned to PV					
Entity	Activity	Documents	Annual	Term	Cancellation
SRI	Test flights	Support Agreement ("SA")	\$5,000 net	1/13/2016	30 days either party
ZEE.AERO	R&D for electrically powered UAV.	Reimbursable Space Act Agreement ("RSAA")	\$65,000	2/5/2015	30 days either party
City of Sunnyvale	Property Lease for 34 acres (Golf course)	Land Lease	Rent: Approximately \$55,000	5/24/2022	
Landing Permits	Airfield Use	Airfield Use permit	\$-0-	12/2014 longest remaining term	None
Weather Service	ASOS System		-\$20K		

Agreements PV is Taking Subject To:					
Entity	Activity	Documents	Annual	Term	Cancellation
GEOG2	Research	Reimbursable Space Act Agreement ("RSAA")	Cost Reimbursement \$6,000 net per year	4/30/2014; annually renewable	30 Days
H211, LLC (Lease) SAA2-402054	Airfield Access	Support Agreement ("SA") TBD	\$30,000	Month to Month	N/A
DHS (Nuclear)	Storage	Not Legible/heavily redacted	\$50,000	9/30/2014 inside Hangar, 2/31/2014 for outside area	

Agreements PV is Taking Subject To					
Entity	Activity	Documents	Annual	Term	Cancellation
Tesla	Ramp usage for 7.5 hr per week and 108 sf of B19	Enhanced Use Agreement	\$3,000 +/- per month	11/30/14	30 days either party
CANG	Guard operations / ACT management	MOU, Permit, and Exhibits	Trade of Services/use valued at \$1.3MM +/-	1/26/2059	
FBI	Emergency operations	MOU	No cost to FBI	1/20/2017	30 days by either party
FEMA and DHS	Broad support of FEMA mission	MOU	FEMA pays for costs of facilities it uses/shared pool allocations	Appears 12/2014	1 year by either party
Landing Permits	Airfield Use	Airfield Use permit	\$-0-	12/2014 longest remaining term	None

Operating Agreement for which PV shall have No Responsibility					
Entity	Activity	Documents	Annual	Term	Cancellation
L3 / MI	M1 is sub to L3 for Base Ops (staffing)		Cost \$875,000	2015 (to be confirmed)	
USDA	Wildlife Management	Contract	Cost \$135,000	Annual	
IAP World Services	Landscaping, building maintenance, etc.	Contract	TBD	3/2015	None

## EXHIBIT J

### **GUARANTY OF LEASE**

This Guaranty of Lease (this "Guaranty"), dated as of \_\_\_\_\_, is made by GOOGLE INC., a Delaware corporation (the "Guarantor"), in favor, and for the benefit, of the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an Agency of the United States, acting by and through Ames Research Center ("Landlord"), with reference to the following facts:

#### **RECITALS**

A. Landlord, as lessor, and PLANETARY VENTURES, LLC, a Delaware limited liability company ("Tenant"), as lessee, have entered into that certain Adaptive Reuse Lease dated \_\_\_\_\_ (such Lease, as the same may be amended from time to time, is referred to herein as the "Lease"). Pursuant to the Lease, Tenant is leasing certain real property consisting of approximately 1000.1 acres (collectively, the "Premises"), as more particularly described on Exhibit A-1 to the Lease. Each capitalized term used in this Guaranty, but not defined herein, shall have the meaning ascribed to it in the Lease.

B. Pursuant to the Lease, Landlord and Tenant have entered, or expect to enter, into one or more Temporary Construction Licenses. The Lease, the Temporary Construction Licenses and such other documents as may be executed by Landlord and Tenant pursuant to the Lease, as each of the same may be amended from time to time, are collectively referred to herein as the "Lease Documents."

C. Pursuant to the Lease, Tenant is permitted to undertake certain improvements to the Premises, including the Initial Projects and Infrastructure, all as more particularly set forth in the Lease.

D. Guarantor owns all of the equity interests in GEV Real Estate, Inc., a Delaware corporation, which in turn owns all of the equity interests in Tenant.

E. As a condition to the willingness of Landlord to enter into the Lease Documents, Landlord has required that Guarantor enter into this Guaranty for the benefit of Landlord.

NOW, THEREFORE, in consideration of the agreement of Landlord to enter into the Lease Documents, and to induce Landlord to enter into the Lease Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Guaranty. Guarantor absolutely, unconditionally and irrevocably guarantees to Landlord (i) the timely payment of all amounts that Tenant may at any time owe under the Lease Documents (and all extensions, renewals or modifications of any of the Lease Documents), and (ii) the full, faithful and timely performance by Tenant of all of its obligations under the Lease Documents (and all extensions, renewals or modifications of any of the Lease Documents) (individually and collectively, the "Obligations"), together with all expenses of, for and incidental to collection, including reasonable attorneys' fees. Guarantor's obligations hereunder

shall remain in full force whether any of the Obligations: are due or not due; absolute or contingent; liquidated or unliquidated; legal or equitable; or are incurred before, during or after any bankruptcy, reorganization, insolvency, receivership or similar proceeding ("Insolvency Proceeding"). In addition, Guarantor's obligations hereunder shall remain in full force whether Tenant is liable individually or jointly or with others, and whether recovery of any of the Obligations is or becomes barred by a statute of limitations or is or becomes otherwise unenforceable (except to the extent of the Obligations so barred or otherwise unenforceable). This Guaranty is a guarantee of the immediate and timely payment and performance of the Obligations as and when the same are due and payable and/or performable, and shall not be deemed to be a guarantee of collection only. In the event and to the extent that Tenant shall be released from further Obligations under the Lease, the obligations of Guarantor hereunder shall correspondingly be released.

2. Guaranty Absolute. Guarantor irrevocably and unconditionally guarantees that the Obligations will be paid and performed in accordance with the terms of the Lease Documents. The obligations of Guarantor under this Guaranty are independent of Tenant's obligation for payment and performance of the Obligations under the Lease Documents, and a separate action or actions may be brought and prosecuted against Guarantor to enforce this Guaranty, irrespective of whether any action is brought against Tenant or any other person or entity or whether Tenant or any other person or entity is joined in any such action or actions. The liability of Guarantor under this Guaranty shall be irrevocable; absolute and unconditional; and irrespective of (and Guarantor hereby irrevocably waives any) rights or defenses it may now or hereafter have in any way relating to any or all of the following:

(a) any change in the amount of, the time, manner or place of payment or performance of, or in any other term of, all or any of the Obligations or any other obligations of any other person or entity under the Lease Documents (or any renewal, modification or amendment of the Lease Documents);

(b) any taking, exchange, release or non – perfection of any collateral for the performance of, or any taking, release, amendment or waiver of, or consent to departure from, any other guaranty of, the Obligations under the Lease Documents;

(c) any manner of application of collateral, or proceeds thereof, to all or any of the Obligations or any manner of sale or other disposition of any collateral for all or any of the Obligations;

(d) any change, restructuring or termination of the organizational structure or existence of Guarantor or Tenant or any of their respective affiliates;

(e) any failure of Landlord to disclose to Guarantor any information relating to the financial condition, operations, properties or prospects of Tenant (Guarantor waiving any duty on the part of Landlord to disclose such information);

(f) any act or failure to act by Landlord with regard to this Guaranty or the Lease Documents;

(g) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization or arrangement under bankruptcy or similar laws, composition with creditors or readjustment of, or other similar procedures affecting Guarantor or Tenant or any of the assets of either of them;

(h) any failure or delay in the enforcement of the obligations of Guarantor with respect to this Guaranty or of notice thereof (subject in any event to any statute of limitations applicable to the enforcement of this Guaranty); or any suit or other action brought by any shareholder or creditor of Guarantor or any other person or entity, for any reason, including, without limitation, any suit or action in any way attacking or involving any issue, matter or thing in respect of this Guaranty, the Lease Documents or any other agreement;

(i) in respect of Tenant, any change of circumstances, whether or not foreseen or foreseeable, whether or not imputable to Landlord or any other person; or

(j) any attachment, claim, demand, charge, lien, order, process, encumbrance or any other happening or event or reason, similar or dissimilar to the foregoing, or any withholding or diminution at the source, by reason of any taxes, assessments, expenses, indebtedness, obligations or liabilities of any character, foreseen or unforeseen, and whether or not valid, incurred by or against any person, or any claims, demands, charges or liens of any nature, foreseen or unforeseen, incurred by any person, or against any sums payable under this Guaranty, so that such sums would be rendered inadequate or would be unavailable to make the payments herein provided.

3. Reinstatement of Guaranty. All of Landlord's rights pursuant to this Guaranty continue with respect to amounts previously paid to Landlord on account of any Obligations that are thereafter restored or returned by Landlord, whether in an Insolvency Proceeding of Tenant or for any other reason, all as though such amounts had not been paid to Landlord, and Guarantor's liability under this Guaranty (and all its terms and provisions) shall be reinstated and revived, notwithstanding any surrender or cancellation of this Guaranty. Landlord, in its reasonable discretion, may determine whether any amount paid to it must be restored or returned.

4. Additional Waivers and Acknowledgments.

(a) Except for notices required to be given under the terms of the Lease, Guarantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations or this Guaranty.

(b) Guarantor hereby waives any right to revoke this Guaranty, and acknowledges that this Guaranty is continuing in nature and applies to all of the Obligations, whether existing now or in the future.

(c) Guarantor acknowledges that it will receive substantial direct and indirect benefits from the transactions referred to herein and that the waivers set forth in this Guaranty are knowingly made in contemplation of such benefits.

(d) Except for notices required to be given under the terms of the Lease, Guarantor hereby waives all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, notices of default, notice of acceptance of this Guaranty, and notices of the existence, creation or incurring of new or additional indebtedness, and all other notices or formalities to which a guarantor or surety may otherwise be entitled.

(e) WITHOUT LIMITING THE GENERALITY OF ANY OTHER WAIVER OR OTHER PROVISION OF THIS GUARANTY, GUARANTOR HEREBY WAIVES, TO THE MAXIMUM EXTENT SUCH WAIVER IS PERMITTED BY LAW, ANY AND ALL RIGHTS OF SUBROGATION, REIMBURSEMENT, INDEMNIFICATION AND CONTRIBUTION AND ANY OTHER RIGHTS AND/OR DEFENSES ARISING DIRECTLY OR INDIRECTLY UNDER ANY ONE OR MORE OF CALIFORNIA CIVIL CODE SECTIONS 2787 TO 2855, INCLUSIVE, OR ANY SUCCESSOR STATUTES.

5. Subrogation. Guarantor will not exercise any rights (direct or indirect) that it may now or hereafter acquire against Tenant or any other guarantor that arise from the existence, payment, performance or enforcement of the Obligations or Guarantor's obligations under this Guaranty, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, indemnification or other rights of payment or recovery and any right to participate in any claim or remedy of Landlord against Tenant or any other guarantor or any collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from Tenant or any other guarantor, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim, remedy or right, unless and only so long as all of the Obligations under the Lease Documents have been then paid and performed in full. Guarantor hereby agrees that, in light of the above waivers, Guarantor shall not be deemed a "creditor" of Tenant for any purpose, including, but not limited to, sections 547 and 550 of the Bankruptcy Code.

6. Subordination. Upon the occurrence and during continuance of an Event of Default or any breach or default under any Temporary Construction License, all liabilities and commitments of Tenant to Guarantor, which may then or thereafter exist ("Guarantor's Claims") shall become subordinate to the Obligations. So long as any such Event of Default or breach or default under any Temporary Construction License shall continue, at Landlord's request, Guarantor's Claims will be enforced, and performance thereon received by Guarantor only as a trustee for Landlord, and Guarantor will promptly pay over to Landlord all proceeds recovered for application to the Obligations without reducing or affecting Guarantor's liability under other provisions of this Guaranty.

7. Representations of Guarantor. Guarantor represents and warrants that: (a) it is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, and is duly qualified to do business in the State of California; (b) this Guaranty is a valid and legally binding obligation of Guarantor, enforceable in accordance with its terms; (c) the execution and delivery of this Guaranty are not, and the performance of this Guaranty will not be, in contravention of, or in conflict with, any agreement, indenture or undertaking to which Guarantor is a party or by which Guarantor or any of the property of Guarantor is or may be

bound or affected and do not, and will not, cause any security interest, lien or other encumbrance to be created or imposed upon any such property to the extent that any such contravention or conflict, or such security interest, lien or other encumbrance, would have a material adverse effect on the conduct of Guarantor's business operation; and (d) Guarantor has copies of and is fully familiar with the Lease Documents and the Obligations thereunder, and represents and warrants that all necessary action has been taken by Tenant to authorize Tenant's execution of the Lease Documents and performance of the Obligations and to engage in the transactions thereby contemplated.

8. Amendments or Waivers. No amendment or waiver of any provision of this Guaranty, and no consent to any departure by Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by Landlord, and then such waiver or consent shall be effective only in the specific instance, and for the specific purpose, for which given.

9. Notices. Any demand, notice, consent or other communication required or permitted under this Guaranty shall be in writing and shall be delivered in the manner specified in, and shall be effective in accordance with the terms of, the Lease, and shall be addressed as appropriate to the following addresses (or to such other or further addresses as the parties or their successors or assigns may designate by notice given in accordance with this section 9):

If to Landlord:

National Aeronautics and Space Administration  
Ames Research Center  
Mail Stop 204 – 2  
Moffett Field, CA 94035 – 1000  
Attn: Chief, NRP Development Office

If to Guarantor:

Google Inc.  
1600 Amphitheatre Parkway  
Mountain View, CA 94043  
Attn: Legal Department - Real Estate

10. No Waiver; Remedies. No failure on the part of Landlord to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law. All rights, powers and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and Guarantor shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to Landlord at law, in equity or by statute.

11. Severability. In case any one or more of the provisions of this Guaranty shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Guaranty, and this Guaranty shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

12. Time of the Essence. Time is hereby expressly declared to be of the essence of this Guaranty and of each and every term, covenant, agreement, condition and provision hereof.

13. Headings. Section and subsection headings in this Guaranty are for convenience only and are not to be construed as a part of this Guaranty or in any way limiting or amplifying the provisions hereof.

14. Guaranty Construed as a Whole. The language in all parts of this Guaranty shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either Guarantor or Landlord. Guarantor acknowledges that Guarantor and its counsel have reviewed this Guaranty and participated in its drafting and therefore that the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed or applied in the interpretation of this Guaranty.

15. Meaning of Terms. Whenever the context so requires, the neuter gender shall include the masculine and the feminine, and the singular shall include the plural and vice versa. The word "including", whether or not followed by "but not limited to", shall mean "including, without limitation."

16. 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 Guaranty. 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.

17. Entire Agreement. This instrument constitutes the sole agreement between Landlord and Guarantor respecting the Obligations. This Guaranty may not be amended or modified in any respect whatsoever except by an instrument in writing signed by Landlord and Guarantor.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed and delivered as of the date first above written.

GOOGLE INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT K

Recording Requested By, and  
When Recorded Return To:

Planetary Ventures, LLC  
1600 Amphitheatre Parkway  
Mountain View, CA 94043  
Attn: Sallie Lim, Esq.

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**MEMORANDUM OF LEASE**

This Memorandum of Lease ("Memorandum"), dated as of \_\_\_\_\_, is entered into between the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an Agency of the United States, acting by and through Ames Research Center ("Landlord"), and PLANETARY VENTURES, LLC, a Delaware limited liability company ("Tenant"), with reference to the following facts:

Recitals

A. Landlord and Tenant are concurrently entering into that certain Adaptive Reuse Lease (the "Lease"), pursuant to which Landlord is leasing to Tenant and Tenant is leasing from Landlord that certain unimproved real property more particularly described in attached Exhibit A-1 and incorporated by reference ("Premises"). Section 2.3 of the Lease also grants to Tenant the right to use the common areas (such as driveways, sidewalks, parking areas, loading areas and access roads) within the Property commonly known as NASA Ames Research Center, which is more particularly described in Exhibit A-2 attached hereto (the "Property") that are designated by Landlord as common areas (the "Common Areas") and not leased to or allocated for the exclusive use of another tenant or user of the Property.

B. Landlord and Tenant desire to execute this Memorandum to provide public, constructive notice of Tenant's rights under the Lease to all third parties.

NOW, THEREFORE, the parties agree as follows:

1. Lease; Term; Mortgages. Landlord leases the Premises (which includes the right to use the Common Areas) to Tenant for an initial term of approximately sixty (60) years commencing on the Effective Date (as defined in the Lease), and ending on the sixtieth (60<sup>th</sup>) anniversary of the Commencement Date (as defined in the Lease), on all of the terms and conditions of the Lease. Tenant has the unilateral right to extend the term of the Lease for up to three (3) consecutive periods of twelve (12) years, in each case on all of the terms and conditions of the Lease. In no event shall the term of the Lease extend beyond the ninety-sixth (96<sup>th</sup>)

anniversary of the Commencement Date. Tenant has the right to enter into one or more Mortgages (as defined in the Lease) encumbering all or a portion of Tenant's leasehold estate arising under the Lease, on the terms and conditions specified in the Lease.

2. Purpose of Memorandum. The purpose of this Memorandum is to give public, constructive notice of the Lease and the terms and conditions set forth in the Lease, and for no other purpose. The provisions of this Memorandum shall not in any way change or affect the provisions of the Lease, express reference to which is hereby made and the terms and conditions of which are incorporated herein by this reference.

3. 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 Memorandum. 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.

Executed as of the date first above written.

Tenant:

PLANETARY VENTURES, LLC,  
a Delaware limited liability company

By: GEV Real Estate, Inc., a Delaware  
corporation,  
Its: Member

By: Google Inc., a Delaware corporation,  
Its: Sole shareholder

By: \_\_\_\_\_  
David Radcliffe,  
Vice President of Real Estate  
and Workplace Services

Landlord:

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

By \_\_\_\_\_  
Calvin Williams  
Assistant Administrator  
for Strategic Infrastructure

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
a notary public, personally appeared David Radcliffe, Vice President of Real Estate and  
Workplace Services who proved to me on the basis of satisfactory evidence to be the person(s)  
whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
a notary public, personally appeared Calvin Williams, Assistant Administrator for Strategic  
Infrastructure who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)  
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed  
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

EXHIBIT A-1 TO MEMORANDUM OF LEASE

Legal Description of the Premises

[To Be Inserted]

EXHIBIT A-2 TO MEMORANDUM OF LEASE

Legal Description of Property

[To Be Inserted]

EXHIBIT L

MEW Construction Coordination Agreement

**MEW CONSTRUCTION  
COORDINATION AGREEMENT**

**AGREEMENT FOR COORDINATION OF CONSTRUCTION  
AND MEW REMEDIAL SYSTEM MODIFICATION WORK  
AT  
MOFFETT FEDERAL AIRFIELD,  
MOFFETT FIELD, CALIFORNIA**

The National Aeronautics and Space Administration ("NASA") enters into this Agreement for Coordination of Construction and MEW Remedial System Modification Work ("Agreement") at Moffett Federal Airfield, California ("MFA") with National Semiconductor (Maine), Inc. (formerly named Fairchild Semiconductor Corporation), a Delaware corporation, and Raytheon Company, a Delaware corporation (collectively, the "MEW Companies"), and Planetary Ventures, LLC, a Delaware limited liability company ("Project Developer"). NASA enters into this Agreement pursuant to the authority of the National Aeronautics and Space Act of 1958, as amended, 51 U.S.C. §§ 20113(e).

**RECITALS**

A. On June 9, 1989, the United States Environmental Protection Agency ("EPA") issued a Record of Decision (the "Initial MEW ROD") for the Middlefield-Ellis-Whisman area of Mountain View, California. The Initial MEW ROD was modified in September 1990 and April 1996 by EPA's Explanations of Significant Differences. The Initial MEW ROD was amended on August 16, 2010 to address vapor intrusion. The Initial MEW ROD, as modified and amended, is hereinafter referred to as the "MEW ROD." The MEW ROD requires, among other things, the implementation of an EPA-approved regional groundwater remediation program ("RGRP") and mitigation of vapor intrusion.

B. On November 29, 1990, pursuant to Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as so amended, "CERCLA") (42 U.S.C. § 9606(a)), the EPA issued an Administrative Order for Remedial Design and Remedial Action for the MEW Site to Fairchild Semiconductor Corporation, Schlumberger Technology Corporation, National Semiconductor Corporation, NEC Electronics, Inc., Siltec Corporation, Sobrato Development Companies, General Instrument Corporation, Tracor X-Ray, Inc., and Union Carbide Chemicals and Plastics Company Inc. (the "106 Order"). The 106 Order was subsequently amended to address the August 16, 2010 MEW ROD Amendment.

C. On May 9, 1991, pursuant to CERCLA, the EPA entered into a Consent Decree with Intel Corporation and Raytheon Company to compel them to perform remedial actions at the MEW Site.

D. As part of the RGRP, the MEW Companies have installed, operate, monitor and maintain a groundwater monitoring and remedial system ("Remedial System") on MFA under the direction of EPA. The Remedial System's components include, but are not limited to, groundwater monitoring wells, groundwater extraction wells, single and double-contained pipelines, air relief structures, electrical power and instrumentation conduits, fiber-optic instrument systems, electrical field control panels, leak detection systems, radio frequency communication links, settlement pin monuments and a groundwater treatment system ("GWTS"). The GWTS is located on the NASA Ames portion of MEW. The MEW Companies are required by EPA to operate the Remedial System GWTS and related extraction wells and components continuously except during maintenance. Approval for any shutdown of more than 24 hours duration must be obtained from the EPA Remedial Project Manager ("RPM") in advance.

E. By 1998, the Navy, NASA, and the MEW Companies had agreed in principle to an allocation and settlement of each party's responsibilities for the RGRP, including, without limitation, unsaturated soil, saturated soil and groundwater. NASA and the MEW Companies signed an Allocation and Settlement Agreement on March 16, 1998 ("Allocation Agreement") in relation thereto.

F. NASA has entered into a lease of approximately 1,000 acres of real property with the Project Developer to undertake redevelopment activities at MFA. The property which is the subject of the lease is depicted on Exhibit "A" and hereinafter referred to as the "Leasehold." The Project Developer redevelopment activities may include, but are not limited to, demolition, grading, trenching and other excavation work, and construction connected with the development of office, residential, educational, research and development, and other facilities (collectively, "Project Development").

G. NASA, the MEW Companies and the Project Developer enter into this Agreement to minimize any impact of Project Development on the operation, monitoring, maintenance and modification of the Remedial System and to allow the MEW Companies and the EPA access to the Remedial System during and after Project Development; and to delineate the roles and responsibilities for managing contaminated soil and groundwater that is excavated during the Project Development and for the mitigation of vapor intrusion. NASA, the MEW Companies and the Project Developer recognize that, to coordinate Project Development and the continued operation of the Remedial System effectively, it will be necessary for NASA, the Project Developer and the MEW Companies to be in regular, frequent communication.

H. The Parties to this Agreement all agree that all actions to be taken hereunder shall be in compliance with all applicable laws and, to the extent required by law, will receive the approval of all state and federal agencies having jurisdiction over such actions.

NOW, THEREFORE, NASA, Project Developer and the MEW Companies agree as follows:

## AGREEMENT

### **1. Geographic Scope of Agreement**

This Agreement applies only within those geographical parts of MFA that are or will be physically affected by the construction work performed by the Project Developer in connection with the Project Development and located within the areas designated as AR-1 and AR-3 in the Allocation Agreement, together with other areas that may be affected by extensions of portions of the Remedial System that extend from AR-1 and/or AR-3.

### **2. Scheduling of Work**

The Project Developer shall meet with the MEW Companies as early as possible with respect to Project Development that may affect the RGRP to coordinate Project Development with the operation, monitoring, maintenance and modification of the Remedial System. Detailed drawings showing the locations of the Remedial System components shall be provided by the MEW Companies to the Project Developer in CAD form so they can be integrated into the Project Developer's plans ("CAD Drawings").

### **3. Remedial System Protection and Modification; Exacerbation of Contamination**

During Project Development, (i) the Project Developer shall protect the integrity of all components of the Remedial System that are located on the Leasehold and depicted in the CAD Drawings and shall take all reasonable measures to minimize Remedial System downtime, in each case to the extent the Remedial System may be affected as a result of the Project Development, and (ii) the MEW Companies shall operate the Remedial System in a manner that, to the extent reasonably possible and subject to the express requirements of this Agreement, minimizes interference with the ongoing Project Development. After completion of Project Development, the MEW Companies both (a) shall protect the integrity of all components of facilities resulting from the Project Development and (b) shall take all reasonable measures to minimize interference with the Project Developer's use of its facilities, in each case to the extent they may be affected as a result of the operation of the Remedial System. The Project Developer shall pay any costs of relocation, replacement, alteration, protection, modification, or repair of the Remedial System caused by Project Development, to the extent any such relocation, replacement, alteration, protection, modification or repair is required by applicable laws and/or is required for the Remedial System to operate in substantially the same manner it operated prior to any such relocation, replacement, alteration, protection, modification or repair caused or necessitated by the Project Development. In addition, if the Project Developer damages any Remedial System component in a manner that causes a release of untreated groundwater or soil or if the Project Developer exacerbates existing soil or groundwater contamination, the Project Developer shall pay all costs of investigation, remediation and EPA oversight associated with such release or exacerbation. The design and construction of any modification to the Remedial System shall be performed by the MEW Companies; all modification costs, including EPA oversight costs, shall be paid by the Project Developer, subject to Section 18.

#### **4. Well Protection**

The Project Developer shall repair any damage to Remedial System wells that are identified by the MEW Companies to the extent caused by Project Development. Prior to the initial Project Development demolition or construction field work, the MEW Companies shall field locate all Remedial System wells within the Project Development area. Prior to the start of Project Development field work in that area, the Project Developer shall install brightly painted steel bollards over each Remedial System monitoring and extraction well designated by the MEW Companies. The painted bollard shall extend above ground not less than four (4) feet, so as to be highly visible, and shall be buried sufficiently below the ground surface to protect the wellhead. Alternative equivalent well protection measures may be used by the Project Developer provided the MEW Companies approve any alternative protective measure in writing prior to its use. Additionally, all Project Development work within two (2) feet of Remedial System wells shall be performed manually with hand tools. Fine grading work performed in areas more than two (2) feet from the Remedial System wells but within close proximity shall be performed by light grading equipment.

#### **5. Well Sealing and Well Replacement**

If the Project Developer determines that a Remedial System well conflicts with the planned Project Development and must be removed, the Project Developer shall pay all costs of well sealing and replacement and all related MEW Companies' costs, including but not limited to the cost of installing replacement conduit, piping, boxes, controls and all other components needed to return a well to service, developing the well, conducting a baseline first round of groundwater sampling, and preparing all required plans, surveys and reports. The MEW Companies agree to attempt to have the EPA RPM approve abandonment of such well(s) in lieu of replacement of such well(s). Project Developer shall be responsible for sealing all wells located within five (5) feet of the outer wall of a new building. No well shall be sealed or relocated without the prior written approval of the EPA RPM. Well sealing and installation shall comply with Santa Clara Valley Water District ("SCVWD") guidance and take place under SCVWD permit. Coordination with EPA and well sealing and replacement shall be performed by the MEW Companies, at the Project Developer's sole cost, subject to Section 18.

#### **6. Remedial System Pipeline Protection and Replacement**

Prior to initial Project Development field work, the Project Developer shall provide and place steel plate or equivalent protective measures over the existing MEW Companies' pipelines and power and control conduits, to the extent identified by MEW Companies. If the Project Developer determines that a pipeline conflicts with the planned Project Development and must be removed and relocated, the Project Developer shall pay all costs related to pipeline removal and replacement, including but not limited to design, permitting, review, inspection, construction and independent quality assurance inspection costs. The Project Developer shall be responsible for removing and relocating all pipelines located within five (5) feet of the outer edge of the footing or foundation of a new building. No pipeline shall be relocated without the prior approval of the EPA RPM. Replacement pipeline

installation procedures shall also be approved by the EPA RPM. Coordination to obtain EPA approval, and pipeline removal and replacement work, shall be performed by the MEW Companies at the Project Developer's cost, subject to Section 18.

#### **7. Notification of Shutdown of Groundwater Extraction Wells or GWTS**

If, during Project Development, the Project Developer believes it to be necessary that either a Remedial System extraction well or the GWTS be shut down, the Project Developer shall make written request of same to the MEW Companies no later than five (5) working days in advance of the proposed shutdown. If such shutdown does not require EPA approval, the MEW Companies shall, within five (5) working days of receipt of the Project Developer's written request, notify Project Developer in writing either that (a) the MEW Companies consent to such request, including information on the anticipated timing of the shutdown or (b) the MEW Companies do not consent to such request and the reason(s) for such refusal. If such shutdown does require EPA approval, the MEW Companies shall, promptly upon receipt of the Project Developer's written request, make appropriate application to EPA for its consent and shall notify the Project Developer of EPA's response within one (1) working day of its receipt of EPA's response or, failing a response from EPA within fifteen (15) working days, shall notify the Project Developer of EPA's lack of response and any additional steps the MEW Companies have taken to elicit a response. In the event of an inadvertent shutdown of any component of the Remedial System, the Project Developer shall give immediate verbal notice to the MEW Companies, and the MEW Companies shall be responsible for any required notice to EPA pursuant to the 106 Order. Additionally, the Project Developer shall provide to the MEW Companies a written explanation of the reason for and the duration of any inadvertent shutdown within 48 hours of the shutdown.

#### **8. Access to Wells and the GWTS**

Project Development shall be performed in such a way that all Remedial System wells, pull boxes and the GWTS and associated components remain accessible to the EPA and the MEW Companies and their equipment for sampling, operation, maintenance, removal and replacement of pumps, and well sealing to the maximum extent practicable during and after Project Development. If it becomes necessary to restrict access to a well or other Remedial System component during Project Development, the Project Developer shall provide written notice to the MEW Companies five (5) working days in advance of creating the restriction, with an explanation of the reason for and the expected duration of the proposed restricted access. Prior to the initial Project Development field work, the MEW Companies shall provide the Project Developer with the schedule for well sampling.

#### **9. Modifications to Well Vaults and Wellheads**

Following completion of final grade by the Project Developer, the MEW Companies shall modify the MEW wells, well vaults, and pull boxes as needed based on the final grade established by the Project Developer. All costs associated with these modifications shall be paid by the Project Developer, subject to Section 18.

## **10. Communications**

The Project Developer, all of its contractors, the MEW Companies, all of their contractors, and NASA shall each designate in writing a primary and alternate contact person, including all applicable mailing addresses, telephone numbers, email addresses and facsimile numbers. The MEW Companies shall have sole authority and responsibility for all communications with EPA regarding the Remedial System, including its operating status, any Project Development-related shutdowns and any modifications. The Project Developer shall provide the MEW Companies with all demolition, grading and construction work schedules, a full set of civil, landscaping, foundation and utility plans and specifications, and updates to these plans and specifications and schedules promptly as they occur. The MEW Companies and their contractor shall be notified of and invited to weekly construction meetings that pertain to these plans and schedules.

## **11. Monitoring and Sampling of Excavated Soil**

In connection with Project Developer's Leasehold, Project Developer has prepared an Environmental Issues Management Plan ("EIMP") that has been approved by NASA and EPA. Impacted soil that is identified pursuant to the EIMP shall be managed in accordance with Sections 12 through 13 of this Agreement.

## **12. Notification of Saturated Soil Containing VOC**

If VOCs are determined to exist in saturated zone soils with AR-1, the Project Developer shall immediately notify the MEW Companies' representative.

## **13. Management and Disposition of Soils**

### ***13.1 Clean Soil***

NASA shall be responsible for the determination as to whether soil qualifies as clean soil either because it has been classified as clean soil in accordance with Section 11 of this Agreement or has been treated to the soil cleanup standards specified in the EIMP. Clean soil that does not require treatment may be reused for cover or backfill. NASA and the Project Developer agree that the MEW Companies shall not be responsible for (a) any determination made by NASA or the Project Developer that any soil qualifies as clean soil or that any soil may be used for any particular purpose at any particular location on MFA, or (b) any other actions or omissions by NASA or the Project Developer with respect to their respective handling of soils pursuant to this Agreement.

### ***13.2 Vadose Zone Soils and Saturated Soils Containing TPH***

Vadose zone and saturated soils containing TPH from AR-1 (whether or not they also contain VOCs) shall be transported by the Project Developer in accordance with the procedures specified in the Allocation Agreement.

### ***13.3 Saturated Zone Soils Containing Only VOCs***

The Project Developer shall notify the MEW Companies promptly if any saturated zone soil in AR-1 or AR-3 is determined by analytical testing to contain only those VOCs associated with the MEW plume at concentrations exceeding EPA cleanup standards. The MEW Companies shall manage and dispose of these soils at their cost. The Project Developer or NASA shall promptly make available to the MEW Companies copies of analytical soil data. Following review of the data, any soils that are found to be the responsibility of the MEW Companies shall be delivered by the Project Developer to MEW Companies for treatment and/or disposal by the MEW Companies. Treatment or offsite disposal of the soil shall be at the discretion and timing of the MEW Companies, in accordance with CERCLA Section 121(d). If treated, the soils shall be treated to the soil cleanup standards specified by the EPA. The Project Developer shall pay all costs of excavating and delivering the soil to the MEW Companies. The MEW Companies shall pay all costs of treating the soil and/or disposing of it offsite. If the MEW Companies elect to dispose of soil offsite, the MEW Companies shall select the offsite disposal site in accordance with CERCLA Section 121(d) and the MEW Companies shall be designated the generator and sign all necessary waste manifests.

### **14. Management and Discharge of Groundwater Generated During Excavation and Dewatering Activities**

The Project Developer may be required to dewater pipeline trenches and other excavations and convey water away from excavations and intends to fill the tunnel under Hangar One. Groundwater in the area of Project Development may contain VOCs or TPH. The Project Developer shall manage, contain and discharge all water removed from excavation areas. The Project Developer shall transport the water to above ground tanks, test the water by EPA Method 8260 and EPA Method 8015 (or their superceding EPA Methods) and discharge the water as follows:

#### ***14.1 Ground Water Containing TPH***

If the groundwater from AR-1 contains TPH above 50 parts per billion ("ppb") (or such lower standard as may in the future be established by EPA), as determined by EPA Method 8015 (or its superceding EPA Method), it shall not be discharged to the Remedial System GWTS. The Project Developer shall obtain all necessary approvals for discharge of such groundwater at alternate sites. Depending on the chemical concentrations, the Project Developer may be able to obtain permission from the City of Sunnyvale Waste Water Treatment Plant to discharge the water to the NASA sanitary sewer systems. The water shall be filtered before any discharge to the sewer system and the solids stored and subsequently managed by the Navy in accordance with the document entitled "Agreement for Coordination of Construction and Navy Remedial System Modification Work at Moffett Federal Air Field Property."

If the groundwater from AR-1 contains TPH above 50 ppb, and cannot be discharged to the sanitary sewer, the Project Developer shall deliver it to the Navy's Westside Aquifer Treatment System on MFA for treatment by the Navy.

If the groundwater from AR-3 contains TPH above 50 ppb, as determined by EPA Method 8015 (or its superceding EPA Method), it shall not be discharged to the Remedial System GWTS. The Project Developer shall obtain all necessary approvals for discharge of such groundwater at alternate sites. Depending on the chemical concentrations, the Project Developer may be able to obtain permission from the City of Sunnyvale Waste Water Treatment Plant to discharge the water to the NASA sanitary sewer systems. The water shall be filtered before any discharge to the sewer system and the solids stored and subsequently managed by the Navy in accordance with the document entitled "Agreement For Coordination Of Construction And Navy Remedial System Modification Work At Moffett Federal Air Field Property."

If the groundwater from AR-3 contains TPH above 50 ppb, and cannot be discharged to the sanitary sewer, the Project Developer shall deliver it to NASA's RGRP Treatment System on MFA for treatment by NASA.

#### **14.2 Groundwater Containing VOCs**

If the groundwater from AR-1 or AR-3 contains TPH below 50 ppb (or such lower standard as may in the future be established by EPA) and contains VOCs that are identified as those associated with the MEW plume, the groundwater can be discharged, if acceptable to EPA (to the extent EPA approval is required by the 106 Order), to the Remedial System GWTS. If EPA approves (if such approval is so required), then the Project Developer shall deliver the groundwater to clean Baker or similar tanks adjacent to the Remedial System GWTS. The Project Developer shall inspect and sample the storage tanks before using them to insure that they are clean. Sample results shall be provided to the MEW Companies, and the MEW Companies shall have an opportunity to inspect the tanks before their use. Treatment and discharge of groundwater through the Remedial System GWTS shall be performed by the MEW Companies. All groundwater shall be filtered before it is pumped into the clean storage tanks to minimize sediment buildup in the storage tanks. All solids removed from the groundwater and any filters shall be stored and subsequently characterized, managed and disposed of in the same manner as contaminated soils as specified in Sections 11 through 13 of this Agreement. NASA shall be designated the generator and shall sign all necessary waste manifests for the solids and filter wastes. The Project Developer shall pay all costs associated with extraction, delivery and storage of groundwater prior to treatment at the GWTS. The MEW Companies shall pay all costs of pumping the groundwater from the storage tanks and treating it through the Remedial System GWTS. The MEW Companies shall treat the stored water within a reasonable timeframe.

#### **15. Contractor Compliance With This Agreement**

NASA, the MEW Companies, and the Project Developer each shall provide a copy of this Agreement to their respective contractors and subcontractors and shall ensure that

compliance with this Agreement is made a material part of their respective agreements with their contractors and subcontractors.

## 16. NASA Appropriations

NASA agrees to use its best efforts in the performance of this Agreement. However, all NASA activities under or pursuant to this Agreement are subject to the availability of appropriated funds. No provision of this Agreement shall be interpreted as, or constitute, a commitment or requirement that NASA or any other Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. Section 1341. Notwithstanding the foregoing, NASA agrees that, during the period in which this Agreement remains operative, NASA will be diligent in seeking appropriation of funds for the purpose of performing NASA's obligations set forth in this Agreement.

## 17. Notices

All written notices required by this Agreement shall be deemed effective (1) when delivered, if personally delivered to the person being served or (2) three business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

*If To: "Project Developer":*

Planetary Ventures, LLC  
1600 Amphitheatre Parkway  
Mountain View, CA 94043  
Attn: Vice President – Real Estate

*If To: "MEW Companies"*

Fairchild Semiconductor Corporation  
Clifford E. Kirchof  
Remediation Manager  
Schlumberger Limited  
225 Sugar Land Drive  
Sugar Land, TX 77478  
Facsimile: (281) 285-8597

Molly Brown, Esq.  
Raytheon Corporation  
141 Spring Street  
Lexington, MA 02421  
Facsimile: (781) 860-2788

*If To: "NASA" Mr. Don Chuck*  
NASA Ames Research Center

MS 237-14  
Moffett Field, CA 94035  
Facsimile: (650) 604-0680

**18. Review/Audit of MEW Costs**

With respect to any and all work to be performed by the MEW Companies hereunder at Project Developer's cost, including, without limitation, work performed pursuant to Sections 3, 5, 6 and 9 hereof:

18.1 All such work shall be conducted only to the extent required by applicable laws and/or to enable the Remedial System to operate in substantially the manner it operated prior to any damage, modification or alteration caused or required by the Project Development, and all costs related to such work shall be commercially reasonable and subject to Project Developer's prior approval in accordance with this Section 18, which approval shall not be unreasonably withheld or delayed;

18.2 Prior to commencing such work and incurring such costs, the MEW Companies shall provide to Project Developer a detailed description of such work and cost estimates and such back-up documentation as Project Developer may reasonably request, and Project Developer shall be given an opportunity to recommend revisions or modifications to such scope of work and cost estimates. Project Developer shall either approve or disapprove (with reasonable detail as to grounds for disapproval) such work scope and cost estimate within thirty (30) days after receipt of same, unless sooner approval or disapproval is required for emergency repairs, in which case Project Developer shall respond as promptly as reasonable practicable;

18.3 After completing such work and incurring such costs, the MEW Companies shall provide to Project Developer paid invoices and such other evidence of payment of such costs previously approved by Project Developer as Project Developer may reasonably request; and

18.4 Project Developer shall have a period of thirty (30) days after submission of such proof of payment to review such costs and the work performed and, at Project Developer's sole option and expense, to complete an audit of the MEW Companies' records with respect to such costs and work performed. If, as a result of such review and/or audit, Project Developer determines that any such work and/or costs are outside the scope of Project Developer's responsibility hereunder and/or were not approved by Project Developer as required hereunder, then Project Developer shall so notify the MEW Companies and the parties shall attempt to resolve such dispute extrajudicially. If the Project Developer and MEW Companies are unable to resolve such dispute extrajudicially, then either party may pursue any available remedy pursuant to applicable law or, by mutual agreement, may submit the dispute to such alternative dispute resolution procedure as may be mutually acceptable.

19. **Vapor Intrusion.** In the event vapor intrusion mitigation is required within AR-1, the MEW Companies shall be responsible for the design of, and costs of construction and

operation of, the vapor mitigation systems, as provided in the MEW ROD and as required under the Allocation Agreement.

**20. Effective Date**

This Agreement shall take effect on \_\_\_\_\_, 20\_\_.

IN WITNESS THEREOF, the following parties have entered into this Agreement.

**NATIONAL AERONAUTICS AND SPACE ADMINISTRATION**

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**PLANETARY VENTURES, LLC**

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**RAYTHEON COMPANY**

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**SCHLUMBERGER TECHNOLOGY CORPORATION**

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

EXHIBIT M

Navy Construction Coordination Agreement

[Attached]

AGREEMENT FOR COORDINATION OF CONSTRUCTION AND  
NAVY REMEDIAL SYSTEM MODIFICATION WORK AT  
MOFFETT FEDERAL AIR FIELD PROPERTY, CALIFORNIA

The National Aeronautics and Space Administration ("NASA") enters into this Agreement for Coordination of Construction and Navy Remedial System Modification Work at the Moffett Federal Airfield Property ("MFA"), Moffett Field, California ("Agreement") with the United States Navy ("Navy"). NASA enters into this Agreement with the Navy pursuant to the authority of the National Aeronautics and Space Act of 1958, as amended, 51 U.S.C. §§ 20113(e).

RECITALS

A. On June 9, 1989, the United States Environmental Protection Agency ("EPA") issued a Record of Decision (the "Initial MEW ROD") for the Middlefield-Ellis-Whisman area of Mountain View, California. The Initial MEW ROD was modified in September 1990 and April 1996 by EPA's Explanations of Significant Differences. The Initial MEW ROD was further amended on August 16, 2010. The Initial MEW ROD, as so modified and amended is hereinafter referred to as the "MEW ROD." The MEW ROD requires, among other things, the implementation of an EPA-approved regional groundwater remediation program ("RGRP") and investigation and mitigation of vapor intrusion.

B. In September, 1990, a Federal Facility Agreement ("FFA") under CERCLA Section 120 was signed by the EPA, the Navy, and the State of California, represented by the California Department of Health Services and the California Regional Water Quality Control Board ("RWQCB"). The FFA states the Navy's responsibilities for the investigation and remediation of contaminated soil and groundwater within MFA.

C. On December 22, 1992, the Navy and NASA signed a Memorandum of Understanding ("MOU") which states that the Navy would continue to be responsible for the investigation and remediation of its environmental contamination after the transfer of MFA to NASA. In addition to the groundwater contamination, the MOU includes Navy responsibility for petroleum contamination in the soil and groundwater, and for lead in the soil caused by lead

based paint on the buildings. This MOU was further clarified by the Navy in a letter signed on October 4, 1993, which stated that "The Navy's obligations under the MOU shall include taking possession of and properly managing any contaminated soil or groundwater that has been left in place, in accordance with a CERCLA, RCRA, or other cleanup remedy, but subsequently upon its excavation, disturbance, or discharge by NASA or a tenant of NASA during development for reuse of Moffett Field becomes hazardous waste, or requires treatment prior to discharge."

D. On December 17, 1993, EPA signed the Moffett Field FFA amendment, which had already been signed by the Navy, the California Department of Toxic Substance Control ("DTSC") and the RWQCB. In this FFA amendment, the Navy adopted the MEW ROD for the remediation of soil and groundwater contaminated with chlorinated solvents within the proposed NASA Research Park area ("NRP").

E. By 1998, the Navy, NASA, and the MEW Companies had agreed in principle to an allocation and settlement of each party's responsibilities for the RGRP, including, without limitation, unsaturated soil, saturated soil and groundwater. NASA and the MEW Companies signed this Allocation and Settlement Agreement on March 16, 1998 ("Allocation Agreement").

F. As part of the RGRP, the MEW Companies have installed, operate, monitor and maintain a groundwater monitoring and remedial system under the direction of EPA; monitoring wells for this system are located within MFA. The groundwater monitoring and remedial systems include, but are not limited to, groundwater monitoring wells, groundwater extraction wells, single and double- contained pipelines, air relief structures, electrical power and instrumentation conduits, fiber-optic instrument systems, electrical field control panels, leak detection systems, radio frequency communication links and settlement pin monuments (collectively, the "GWTS"); the actual groundwater treatment system of the GWTS is located on NASA Research Park ("NRP"). The MEW Companies are required by EPA to operate the GWTS and related extraction wells and components continuously except during maintenance. Approval for any shutdown of more than 24 hours duration must be obtained from the EPA Remedial Project Manager ("RPM") in advance.

G. Pursuant to its FFA, the Navy has installed, operates, monitors and maintains a groundwater monitoring and remedial system, the Westside Aquifer Treatment System

("WATS") on NRP under the direction of EPA and the RWQCB. The WATS' components include, but are not limited to, groundwater monitoring wells, groundwater extraction wells, pipelines, air relief structures, electrical power and instrumentation conduits, fiber-optic instrument systems, electrical field control panels, leak detection systems, settlement pin monuments and a groundwater treatment system. The Navy is required by EPA to operate the WATS and related extraction wells and components continuously except during maintenance. Approval for any shutdown of more than 24 hours duration must be obtained from the EPA RPM in advance.

H. Pursuant to its FFA, the Navy installed and operated a groundwater monitoring and remedial system, the Eastside Aquifer Treatment System ("EATS"), on MFA under the direction of EPA and the RWQCB. The EATS' components include, but are not limited to, groundwater monitoring wells, groundwater extraction wells, pipelines, air relief structures, electrical power and instrumentation conduits, fiber-optic instrument systems, electrical field control panels, leak detection systems, settlement pin monuments and a groundwater treatment system.

I. The Navy is also responsible for investigation and remediation of petroleum sites at MFA, with oversight by the RWQCB. The Navy had installed a treatment system at Site 14 South to address petroleum contamination, which has subsequently been shutdown.

J. NASA plans to sign a lease agreement with Planetary Ventures, LLC ("Project Developer") to undertake redevelopment activities at MFA in connection with Project Developer's lease of MFA. The area of MFA that will be leased by PV is hereinafter referred to as the "PV Leasehold." These redevelopment activities may include, but are not limited to, demolition, grading, trenching and other excavation work, and construction connected with the development of research and development, educational, light industrial and supporting office facilities (collectively, "Project Development").

J. NASA and the Navy enter into this Agreement to minimize any impact of the Project Development on Navy's activities on MFA during and after Project Development; and to clarify the roles and responsibilities for managing contaminated soil and groundwater that is excavated during the Project Development and for addressing vapor intrusion. NASA and the

Navy recognize that, to coordinate Project Development, it will be necessary for NASA and the Navy to be in regular, frequent communication.

NOW, THEREFORE, NASA and the Navy agree as follows:

**1. Geographic Scope of Agreement**

This Agreement applies to the property within the PV Leasehold as depicted on Exhibit A.

**2. Scheduling of Work**

NASA shall meet with the Navy as early as possible during Project Development planning to coordinate Project Development to the extent any such Project Development will impact (i) the Navy's operation of the WATS or EATS (the "Remedial System") or (ii) any petroleum site or (iii) any other remedial or monitoring work of the Navy at MFA ("Navy Environmental Work"). Detailed drawings showing the locations of the WATS and any other treatment system components located on the PV Leasehold shall be provided by the Navy to NASA in CAD form so they can be integrated into the Project Developer's plans ("CAD Drawings").

**3. Remedial System Protection and Modification; Exacerbation of Contamination**

The Project Developer shall protect the integrity of all components of the Remedial System shown in the CAD drawings during Project Development and shall take all reasonable measures to minimize Remedial System downtime. The Project Developer shall pay any costs of relocation, replacement, alteration, protection, modification, or repair of the Remedial System caused by Project Development. In addition, if the Project Developer damages any Remedial System component in a manner that causes a release of untreated groundwater or soil or if the Project Developer exacerbates existing soil or groundwater contamination, the Project Developer shall pay all costs of investigation, remediation and EPA oversight associated with such release or exacerbation. The design and construction of any modification to the Remedial System shall be performed by the Navy contractors, under separate contract to the Project Developer; all

modification costs, including EPA oversight costs, shall be paid by the Project Developer.

#### **4. Well Protection**

The Project Developer shall repair any damage to Remedial System wells that are identified by the Navy prior to Project Development to the extent caused by the Project Development. Prior to the initial Project Development demolition or construction fieldwork, the Navy shall field locate all Remedial System wells. Prior to the start of Project Development fieldwork, the Project Developer shall install brightly painted bollards around each Remedial System monitoring and extraction well designated by the Navy. The painted bollards shall extend above ground not less than four (4) feet, so as to be highly visible, and shall be buried sufficiently below the ground surface to protect the wellhead. Alternative equivalent well protection measures may be used by the Project Developer provided the Navy approves any alternative protective measure in writing prior to its use. Additionally, all Project Development work within two (2) feet of Remedial System wells shall be performed manually with hand tools. Fine grading work performed in areas more than two (2) feet from the Remedial System wells but within close proximity shall be performed by light grading equipment.

#### **5. Well Sealing and Well Replacement**

If the Project Developer determines that a Remedial System well conflicts with the planned Project Development and must be removed, the Project Developer shall pay all costs of well sealing and replacement and all related Navy costs, including but not limited to the cost of installing replacement conduit, piping, boxes, controls and all other components needed to return a well to service, developing the well, conducting a baseline first round of groundwater sampling, and preparing all required plans, surveys and reports. The Project Developer shall be responsible for sealing all wells located within five (5) feet of the outer wall of a new building. No well shall be sealed or relocated without the prior written approval of the EPA and RWQCB RPMs. Well sealing and installation shall comply with Santa Clara Valley Water District ("SCVWD") guidance and take place under SCVWD permit. Coordination with EPA and the RWQCB, and well sealing and replacement shall be performed by the Navy's contractor, under separate contract with the Project Developer, at the Project Developer's sole cost.

## **6. Remedial System Pipeline Protection and Replacement**

Prior to initial Project Development field work, the Project Developer shall provide and place steel plate or equivalent protective measures over the existing Navy pipelines and power and control conduits that are depicted on the CADs. If the Project Developer determines that a pipeline, or other treatment system component, conflicts with the planned Project Development and must be removed and relocated, the Project Developer shall pay all costs related to pipeline, and other treatment system component, removal and replacement, including but not limited to design, permitting, review, inspection, construction and independent quality assurance inspection costs. The Project Developer shall be responsible for removing and relocating all pipelines and other components located within five (5) feet of the outer edge of the footing or foundation of a new building. No pipeline or other component shall be relocated without the prior approval of the EPA and RWQCB RPMs. Replacement pipeline installation procedures shall also be approved by the EPA and RWQCB RPMs. Coordination to obtain the approval of EPA and the RWQCB, and pipeline removal and replacement work shall be performed by the Navy's contractor, under separate contract to the Project Developer, at the Project Developer's cost.

## **7. Notification of Shutdown of Groundwater Extraction Wells or GWTS**

If it appears necessary to shut down a Remedial System extraction well or the WATS during Project Development, NASA shall give written notice to the Navy five (5) working days in advance of the proposed shutdown. In the event of an inadvertent shutdown of any component of the Remedial System, the Project Developer shall give immediate verbal notice to the Navy. Additionally, NASA shall provide to the Navy a written explanation of the reason for and the duration of any inadvertent shutdown within 48 hours of the shutdown.

## **8. Access to Wells and the GWTS**

Project Development shall be performed in such a way that all Remedial System wells, pull boxes and the WATS and EATS and associated components remain accessible to the EPA, RWQCB, and the Navy and their equipment for sampling, operation, maintenance, removal and replacement of pumps, and well sealing to the maximum extent practicable during and after Project Development. If it becomes necessary to restrict access to a well or other Remedial System component during Project Development, NASA shall provide written notice to the Navy

five (5) working days in advance of creating the restriction, with an explanation of the reason for and the expected duration of the proposed restricted access. Prior to the initial Project Development fieldwork, the Navy shall provide NASA with the schedule for well sampling. The Navy shall also have such access to the Premises as is needed to implement the Navy Environmental Work.

**9. Modifications to Well Vaults and Wellheads**

Following completion of final grade by the Project Developer, the Navy's contractor, under separate contract to the Project Developer, shall modify the Navy wells, well vaults, and pull boxes as needed based on the final grade established by the Project Developer. All costs associated with these modifications shall be paid by the Project Developer.

**10. Communications**

The Project Developer, all of its contractors, the Navy, all of their contractors, and NASA shall each designate in writing a primary and alternate contact person, including all applicable mailing addresses, telephone numbers, email addresses and facsimile numbers. The Navy shall have sole authority and responsibility for all communications with EPA and RWQCB regarding the Remedial System, including its operating status, any Project Development-related shutdowns and any modifications. NASA shall provide the Navy with all demolition, grading and construction work schedules, a full set of civil, landscaping, foundation and utility plans and specifications, and updates to these plans and specifications and schedules promptly as they occur. The Navy and their contractor shall be notified of and invited to weekly construction meetings that pertain to these plans and schedules.

**11. Monitoring and Sampling of Excavated Soil**

In connection with Project Developer's Leasehold, Project Developer has prepared an Environmental Issues Management Plan ("EIMP") that has been approved by NASA and EPA. Impacted soil that is identified pursuant to the EIMP shall be managed in accordance with Sections 13.2 through 13.6 of this Agreement.

## **12. Notification of Saturated Soil Containing VOCs or TPH**

Reference is made to the map attached to the Allocation Agreement. If VOCs are determined to exist in saturated zone soils in AR-1, the Project Developer shall immediately notify the MEW Companies' representative. If VOCs are determined to exist in saturated zone soils in AR-2 or AR-6, NASA shall immediately notify the Navy. If TPH is determined to exist in saturated zone soils in AR-1, AR-2, or AR-6, NASA shall immediately notify the Navy.

## **13. Management and Disposal of Soils**

### ***13.1 Clean Soil***

NASA shall be solely responsible for the determination as to whether soil qualifies as clean soil either because it has been classified as clean soil in accordance with Section 11.1 of this Agreement or has been treated to the soil cleanup standards specified in the EIMP. Clean soil that does not require treatment may be reused for cover or backfill. NASA agrees that Navy shall not be responsible for any determination made by NASA or the Project Developer that any soil qualifies as clean soil or that any soil may be used for any particular purpose at any particular location on MFA.

### ***13.2 Vadose Zone Soils and Saturated Soils Containing TPH***

Vadose zone and saturated soils containing TPH (whether or not they also contain VOCs) shall be transported by the Project Developer to a staging area established by Project Developer and shall be managed by NASA, at the Navy's expense.

### ***13.3 Saturated Zone Soils Containing Only VOCs***

The Project Developer shall notify the MEW Companies promptly if any saturated zone soil in AR-1 is determined by analytical testing to contain only those VOCs associated with the MEW plume at concentrations exceeding EPA's cleanup requirements. The MEW Companies shall manage and dispose of these soils as stated in the Agreement for Coordination of Construction and MEW Remedial System Modification Work (the "MEW Agreement"), if executed, or if not, pursuant to the Allocation Agreement. NASA shall notify the Navy promptly

if any saturated zone soil in AR-2 or AR-6 is determined by analytical testing to contain VOCs at concentrations exceeding EPA's cleanup requirements, or if any saturated zone soil in AR-1, AR-2, or AR-6 is determined by analytical testing to contain TPH above the Navy petroleum site cleanup standards. NASA shall manage and dispose, pursuant to CERCLA Section 121(d), these soils at the Navy's cost. NASA shall promptly make available to the Navy copies of analytical soil data. Following review of the data, any soils that are found to be the responsibility of the Navy shall be delivered by the Project Developer to NASA where it will be managed by NASA at the Navy's expense. Treatment or offsite disposal of the soil, pursuant to CERCLA Section 121(d), shall be at the discretion and timing of NASA. If treated, the soils shall be treated to the soil cleanup standards of EPA or the RWQCB, as the case may be. The Project Developer shall pay all costs of excavating and delivering the soil to NASA. The Navy shall pay all costs of treating the soil and disposing of it offsite. If NASA elects to dispose of soil offsite pursuant to CERCLA Section 121(d), NASA shall be designated the generator and sign all necessary waste manifests.

#### **14. Management and Disposal of Groundwater Generated During Excavation and Dewatering Activities**

The Project Developer may be required to dewater pipeline trenches and other excavations and convey water away from excavations. The Project Developer may also fill in the steam tunnel under Hangar One. Groundwater in the area of Project Development may contain VOCs or TPH. The Project Developer shall manage and contain all water removed from excavation areas. The Project Developer shall transport the water to above ground tanks, test the water by EPA Method 8260 and EPA Method 8015 (or their superseding EPA Methods) and dispose of the water as follows:

##### ***14.1 Ground Water Containing TPH***

If the groundwater contains TPH above 50 parts per billion ("ppb"), as determined by EPA Method 8015 (or its superseding EPA Method), it shall not be discharged to the MEW GWTS. Depending on the chemical concentrations, the Project Developer may be able to obtain permission from the City of Sunnyvale Waste Water Treatment Plant to dispose of the water to

the NASA sanitary sewer systems. Request for permission to discharge to sanitary sewer shall be coordinated with NASA. The water shall be filtered before any discharge to the sewer system and the solids stored and subsequently managed by NASA at the Navy's expense, as described above in Section 13.

If the groundwater contains TPH above 50 ppb, the Project Developer shall deliver it to the WATS for treatment by the Navy.

#### ***14.2 Groundwater Containing VOCs***

If the groundwater from AR-1 contains TPH below 50 ppb and contains VOCs that are identified as those associated with the MEW plume, the groundwater can be discharged to the MEW GWTS. The Project Developer shall follow the procedures described in the MEW Agreement. If the groundwater from AR-2 or AR-6 contains VOCs above the EPA standards, the groundwater can be discharged to the WATS. The Project Developer shall deliver the groundwater to clean Baker or similar tanks adjacent to WATS. The Project Developer shall inspect and sample the storage tanks before using them to insure that they are clean. Sample results shall be provided to the Navy, and the Navy shall have an opportunity to inspect the tanks before their use. Treatment and discharge of groundwater through the WATS shall be performed by the Navy. All groundwater shall be filtered before it is pumped into the clean storage tanks to minimize sediment buildup in the storage tanks. All solids removed from the groundwater and any filters shall be stored and subsequently characterized, managed and disposed of in the same manner as contaminated soils as specified in Sections 11 through 13 of this Agreement. NASA shall be designated the generator and shall sign all necessary waste manifests for the solids and filter wastes. The Project Developer shall pay all costs associated with extraction, delivery and storage of groundwater prior to treatment at the WATS. The Navy shall pay all costs of pumping the groundwater from the storage tanks and treating it through the WATS. The Navy shall treat the stored water within a reasonable timeframe.

#### **15. Contractor Compliance With This Agreement**

NASA, the Navy, and the Project Developer each shall provide a copy of this Agreement to their respective contractors and shall ensure that compliance with this Agreement is made a

material part of their respective agreements with their contractors.

**16. Vapor Intrusion**

In the event vapor intrusion mitigation is required within AR-1, the MEW Companies shall be responsible for the design of, and costs of construction and operation of, the vapor mitigation systems, as provided in the MEW ROD and as required under the Allocation Agreement. In the event vapor intrusion mitigation is required within any areas of the PV Leasehold other than AR-1, the Navy shall be responsible for the design of and costs of construction and operation of the vapor mitigation systems.

**17. Notices**

All written notices required by this Agreement shall be deemed effective (1) when delivered, if personally delivered to the person being served or (2) three business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

*If To:* "Navy" Lawrence Lansdale  
Navy SouthWest Div  
Address  
San Diego,CA .zip

*If To:* "NASA" Don Chuck  
NASA Ames Research Center  
MS 218-1  
Moffett Field, CA 94035

**18. Effective Date**

This Agreement shall take effect upon the date of the last signature appearing below.

IN WITNESS THEREOF, the following parties have entered into this Agreement.

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Title: \_\_\_\_\_

U.S. Navy

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT N  
Support Agreement

[Attached]

<b>SUPPORT AGREEMENT</b>			
<b>1. AGREEMENT NUMBER</b> <i>(Provided by Landlord)</i>	<b>2. TYPE OF AGREEMENT</b> <i>(EUL, NHPA)</i>	<b>3. EFFECTIVE DATE</b>	<b>4. EXPIRATION DATE</b>
<b>5. LANDLORD</b>		<b>6. TENANT</b>	
a. NAME AND ADDRESS		a. NAME AND ADDRESS	
<b>7. SUPPORT PROVIDED BY LANDLORD</b>		ADDITIONAL SUPPORT DOCUMENTS ATTACHED:    YES    NO	
a. SUPPORT <i>(Specify Rent, Demand Service, ARFF, Utilities)</i>	b. BASIS FOR REIMBURSEMENT	c. ESTIMATED REIMBURSEMENT	
<b>8. LANDLORD APPROVING AUTHORITY</b>		<b>9. TENANT APPROVING AUTHORITY</b>	
(a) Name		(a) Name	
(b) Organization	(c) Telephone Number	(b) Organization	(c) Telephone Number
(d) Signature	(e) Date signed	(d) Signature	(e) Date signed
<b>10. TERMINATION</b> <i>(Complete only when agreement is terminated prior to scheduled expiration date.)</i>			
a. LANDLORD APPROVING AUTHORITY SIGNATURE	b. DATE SIGNED	a. TENANT APPROVING AUTHORITY SIGNATURE	b. DATE SIGNED

**11. GENERAL PROVISIONS** *(Complete blank spaces and add additional general provisions as appropriate: e.g., exceptions to printed provisions, additional parts to this agreement, billing and payment instructions.)*

- a. Tenant will provide to Landlord the projections of requested support. *(Significant changes in the support requirements should be submitted to the Landlord in a manner that will permit timely modification of resource requirements.)*
- b. Prior to changing or cancelling support, it is the responsibility of Landlord to bring any required or requested changes in support to the attention of:
- c. Landlord providing support under this agreement will submit statements of costs to:
- d. All rates expressing the unit cost of services provided in this agreement are based on current rates which could be subject to change for uncontrollable reasons, such as legislation, changes in Applicable Laws, and/or commercial utility rate increases. Tenant will be notified immediately of such rate changes that must be passed through to Tenant.
- e. This agreement may be cancelled at any time by mutual consent of the parties. This agreement may also be cancelled by either party upon giving at least sixty (60) days' written notice to the other party.
- f. In the event of force majeure, this agreement will remain in force only within Landlord's capabilities.

ADDITIONAL GENERAL PROVISIONS ATTACHED:  YES  NO

**12. SPECIFIC PROVISIONS** *(As appropriate: e.g., location of facilities, unique Landlord and Tenant responsibilities, conditions, requirements, quality standards, and criteria for measurement and cost of unique requirements.)*

ADDITIONAL GENERAL PROVISIONS ATTACHED:  YES  NO

13. **ADDITIONAL PROVISIONS** *(Use this space to continue general and/or specific provisions as needed.)*

EXHIBIT N

-4-

SAA2 - 402923

EXHIBIT O

TEMPORARY CONSTRUCTION LICENSE  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION,  
AMES RESEARCH CENTER  
AND  
PLANETARY VENTURES, LLC

This Temporary Construction License (the "License") is made as of \_\_\_\_\_, 20\_\_ pursuant to that certain Adaptive Reuse Lease dated as of \_\_\_\_\_, 2014 (SAA2 – \_\_\_\_\_) (as the same may be amended, the "Lease") by and between the National Aeronautics and Space Administration, an agency of the United States of America, acting by and through Ames Research Center, located at Moffett Field, California ("Licensor"), and PLANETARY VENTURES, LLC, a Delaware limited liability company ("Licensee"), for the temporary, non-exclusive use of certain lands owned and controlled by Licensor. Each capitalized term used but not defined in this License shall have the meaning ascribed to it in the Lease.

PURPOSE.

Pursuant to the Lease, Licensee has agreed to construct and install the \_\_\_\_\_ **[insert description of applicable portion of Infrastructure (i.e., Utility lines in connection with a Phase between the Premises and the applicable point of connection)]** more particularly described on Exhibit A attached hereto (the "Project"). Licensee shall construct and install the Project on the portions of the Property more particularly described on Exhibit B attached hereto (the "License Area"). The Parties desire to enter into this License to allow Licensee to use the License Area to construct and install the Project on the terms and conditions of the Lease and this License.

AUTHORITY.

Licensor grants this non-exclusive License to Licensee pursuant to the National Aeronautics and Space Act of 1958, as amended (51 U.S.C. §20101, et seq.), and other Applicable Laws.

TERM AND TERMINATION.

The term of this License (the "Term") shall commence on the date of execution of this License and shall expire on the earliest to occur of the following dates: (a) the date on which the Project is complete in accordance with the terms of the Lease; (b) \_\_\_\_\_, 20\_\_ ; or (c) the date of expiration or earlier termination of the Lease.

SCOPE OF ACTIVITIES.

In accordance with the terms and conditions of the Lease and this License, Licensee, its employees, agents, contractors and invitees, at Licensee's sole cost, are hereby granted the non – exclusive, non – possessory right to enter upon and use the License Area for the purpose of

constructing and installing the Project as more particularly set forth in the applicable construction documents and the permits issued in connection therewith. All operations of Licensee, its employees, agents, contractors and invitees will be compatible with, and will not unreasonably interfere with, the operations of Licensor or of other authorized users or occupants of the Property. Any interference by Licensee with Licensor's mission or threat of material damage to Licensor's property incident to the exercise of this License will, upon written notice from Licensor, be promptly ended or corrected to the satisfaction of Licensor.

**NOTICES; POINTS OF CONTACT.**

Except as otherwise specifically provided in this License, all requests, approvals, consents, notices and other communications under this License 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 POC (as defined below) (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.

The following personnel are designated as the key officials for their respective party. These key officials are the principal points of contact ("POC") between the parties in the performance of this License.

*For Licensor:*

*For Licensee:*

**Principal Point of Contact:**

**Principal Point of Contact:**

NASA Ames Research Center  
Mail Stop 213-8  
Moffett Field, CA 94035 – 1000  
Attn: Chief Building Official

Planetary Ventures, LLC  
1600 Amphitheatre Parkway  
Mountain View, CA 94043  
Attn: Vice President – Real Estate

Notwithstanding the foregoing, Licensor's construction administrator, \_\_\_\_\_, will function as the delegated officer for day-to-day operations and dealings with Licensee, and Licensee's \_\_\_\_\_, \_\_\_\_\_, will function as the delegated officer for day-to-day operations and dealings with Licensor.

**EXCAVATION, SITE AND GROUND DISTURBANCE.**

Licensee shall not remove any landscape features such as shrubs or bushes, conduct mining or drilling operations, remove sand, gravel or similar substances from the ground, commit waste of any kind, or in any manner substantially change the contour or condition of the

License Area, except as may be contemplated by or reasonably necessary to complete the work shown on the applicable construction documents.

Licensee shall erect such appropriate barricades in the immediate vicinity of the License Area so as to prevent injury to persons or property.

Licensee shall maintain all excavations, embankments, stockpiles, roads and all other work areas free from excess dust to such reasonable degree as to avoid causing a hazard or nuisance to personnel and surrounding facilities, and to ensure compliance with the East Side MIMP. Dust control shall be performed as the work proceeds and before a dust nuisance or hazard occurs.

#### HAZARDOUS MATERIAL; ENVIRONMENTAL PROTECTION; HEALTH AND SAFETY.

Licensee shall, at Licensee's sole cost and expense, comply with all Applicable Laws (including, without limitation, with respect to hazardous waste site worker training) to the extent they affect Licensee's activities on the License Area.

Licensee shall not use, handle, treat, keep, store, sell, release, transport, discharge or dispose of any Hazardous Material from, on, about, under or into the License Area, except in compliance with Applicable Laws.

The applicable provisions of the Lease and Applicable Laws shall apply to the remediation or removal of any Hazardous Material discovered during any excavation, site or ground disturbance on any portion of the License Area. If Licensee or any of Licensee's employees, agents or contractors encounter any underground tanks, wells or other evidence of Hazardous Material on the License Area, Licensee shall immediately notify Licensor, verbally and in writing, and shall take all precautions and actions necessary to insure that any such tank, well or suspected Hazardous Material are not further disturbed or exacerbated prior to clean up and remediation.

Licensee shall comply with the terms of Applicable Laws regarding historic properties of an archeological nature that are discovered by Licensee or its employees, contractors, subcontractors or consultants. In the event of any such discovery during grading or excavation work, work within a fifty (50) foot radius of the archaeological property shall cease. Licensee shall immediately notify Licensor, both verbally and in writing.

Prior to commencing the Project, Licensee shall comply with Applicable Laws, among other things with respect to burrowing owls on or in the vicinity of the License Area and protection of their nests, burrows or habitat during the Project.

#### DEFAULT AND TERMINATION.

This License is made upon the express condition that, if Licensee shall fail to keep and perform any of the covenants, agreements, terms, or conditions hereof, such failure shall constitute a breach of this License by Licensee and this License shall, at the option of Licensor, terminate and become null and void (subject to the survival of those provisions which this

License expressly states as surviving termination); provided, however, subject to the other provisions of set forth below, that Licensor shall first give Licensee at least thirty (30) days written notice of Licensor's intention to terminate this License based upon any breach by Licensee, setting forth in such written notice the specific breach under this License. If Licensee cures the specified breach within such thirty (30) day period, then no default shall occur and Licensor shall not have the right to terminate this License on account of such breach. Notwithstanding the foregoing, if the time required to cure would ordinarily take more than thirty (30) days, then Licensee shall not be deemed to be in default, and Licensor shall not have the right to terminate this License, so long as Licensee, within such period, shall present a written plan to Licensor outlining the proposed cure and shall promptly commence the actions necessary to cure the breach in accordance with such plan and shall diligently thereafter pursue such cure to completion.

In the event that Licensee fails to effect such cure, at any time after expiration of the cure period specified above and upon written notice thereof to Licensee, Licensor may terminate this License as to all or any part of the License Area, without any cost or liability to Licensor. Such notice shall be effective as of a day to be specified therein, which shall be at least five (5) but not more than thirty (30) calendar days after its receipt by Licensee. Upon the expiration or earlier termination of this License, (i) Licensee's right to use of the License Area shall immediately terminate, (ii) Licensee shall immediately vacate the License Area and shall remove all personal property, tools, equipment, materials and debris, restore any damage to the Property caused by Licensee or its employees, agents, contractors or invitees, and leave the License Area in good condition, reasonable wear and tear excepted, and (iii) Licensor shall be entitled to recover from Licensee possession of the License Area and all damages of whatever type or kind suffered or incurred by Licensor by reason of the default including but not limited amounts necessary to compensate Licensor for all detriment proximately caused by Licensee's failure to perform its obligations under this License.

The occurrence of any one or more of the following events shall also constitute a breach under this License: (a) cancellation of or default under the Guaranty by Guarantor; and (b) failure by Licensee to cure within the applicable times permitted any breach or default under the Lease. A default hereunder shall, at Licensor's election, constitute a default under the Lease.

#### REPRESENTATIONS AND WARRANTIES OF LICENSEE.

Licensee hereby represents and warrants to Licensor as follows:

Licensee is a limited liability company, duly formed and validly existing under the laws of the State of Delaware, and qualified to do business in the State of California.

Licensee has the right, power, legal capacity and authority to enter into and perform its obligations under this License, and no approval or consent of any person is required in connection with Licensee's execution and performance of this License. The execution and performance of this License 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 Licensee or any agreement or any order or decree of any court or other governmental authority to which Licensee is a party or to which it is subject.

Licensee has taken all necessary action to authorize the execution, delivery and performance of this License and this License constitutes the legal, valid and binding obligation of Licensee.

NO WAIVER BY LICENSOR.

No failure by Licensor to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this License or to exercise any right or remedy hereunder, shall constitute a waiver of any such term, covenant, agreement, provision, condition or limitation. No term, covenant, agreement, provision, condition or limitation of this License and no default hereunder may be waived, altered or modified except by a written instrument executed by Licensor. No waiver of any default shall affect or alter this License but each and every term, covenant, agreement, provision, condition and limitation of this License shall continue in full force and effect with respect to any other then existing or subsequent default.

NO PARTNERSHIP OR JOINT VENTURE.

Licensor is not for any purpose a partner or joint venturer of Licensee in the construction or installation of the Infrastructure. Licensor shall not under any circumstances be responsible or obligated for any losses or liabilities of Licensee.

ANTI - DEFICIENCY ACT.

Licensor's activities and obligations under or pursuant to this License are subject to the availability of appropriated funds, and no provision shall be interpreted to require the obligation or provision of funds in violation of the Anti-Deficiency Act (31 U.S.C. §1341).

CONFLICTING PROVISIONS.

If and to the extent of any conflict between the terms of this License and the terms of the Lease, the latter shall prevail.

GENERAL PROVISIONS.

Binding Upon Execution.

This License shall become binding on Licensor and Licensee only when fully executed by Licensor and Licensee. Neither Licensor nor Licensor's agents have made any representations or promises with respect to the License Area, or any portion thereof, except as expressly set forth in this License, and no rights, easements or licenses are acquired by Licensee by implication or otherwise except as expressly set forth in the provisions of this License or the Lease.

Severability.

In case any one or more of the provisions of this License shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this License, and this License shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

Exhibits and Attachments.

All exhibits and attachments, riders and addenda referred to in this License and attached hereto are incorporated into this License and made a part hereof for all intents and purposes as if fully set out herein: All capitalized terms used in such documents shall, unless otherwise defined therein, have the same meanings as are set forth herein.

Time of the Essence.

Time is hereby expressly declared to be of the essence of this License and of each and every term, covenant, agreement, condition and provision hereof.

Headings.

Article and section headings in this License are for convenience only and are not to be construed as a part of this License or in any way limiting or amplifying the provisions hereof.

License Construed as a Whole.

The language in all parts of this License shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either Licensor or Licensee. The Parties acknowledge that each party and its counsel have reviewed this License and participated in its drafting and therefore that the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed nor applied in the interpretation of this License.

Meaning of Terms.

Whenever the context so requires, the neuter gender shall include the masculine and the feminine, and the singular shall include the plural and vice versa.

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 License. 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.

Entire License.

This instrument and the Lease, together with the exhibits hereto and thereto, constitute the sole agreements between Licensor and Licensee respecting the License Area, and correctly sets forth the obligations of Licensor and Licensee with respect thereto. Any agreement or representations respecting the License Area not expressly set forth in this instrument or the Lease are hereby superseded and rendered void. This License may not be amended or modified in any respect whatsoever except by an instrument in writing signed by Licensor and Licensee.

Executed in duplicate originals by the undersigned who are authorized to bind their respective organizations to the terms hereof.

Tenant:

PLANETARY VENTURES, LLC,  
a Delaware limited liability company

By: GEV Real Estate, Inc., a Delaware  
corporation,  
Its: Member

By: Google Inc., a Delaware corporation,  
Its: Sole shareholder

By: \_\_\_\_\_  
David Radcliffe,  
Vice President of Real Estate  
and Workplace Services

Landlord:

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

By \_\_\_\_\_  
Calvin Williams  
Assistant Administrator  
for Strategic Infrastructure

EXHIBIT A TO LICENSE

Description of the Project

[To Be Inserted]

**Refer to Approved Construction Documents and Permits  
Refer to Scope of Infrastructure and Other Portions of Lease**

EXHIBIT B TO LICENSE

Depiction of the License Area

**[To Be Inserted]**

EXHIBIT P

Utility Plan

[Attached]

## **1.0 Overall Approach and Guidelines**

### **1.1. Purpose**

This Utility Plan has been developed by Landlord and Tenant to address how the following utility systems serving the Property and the Premises: (1) potable water, (2) sewer, (3) storm water (drainage and treatment), (4) recycled water, (5) electricity, (6) natural gas, (7) telecommunications, and (8) steam (individually, a “Utility System” and collectively, the “Utility Systems”) will be operated and maintained, and, if necessary improved, and as appropriate, be modified to create separate Utility Systems serving the Property and the Premises. Capitalized terms used in this Exhibit P, but not defined herein, shall have the meaning ascribed to such terms in the Lease.

This Utility Plan identifies distinctions between the location of each of the Utility Systems and components thereof within or adjacent to the Premises. As such, this Utility Plan uses the following three definitions of utility areas:

- The entire Premises simply referred to as the “Premises,” which includes all areas identified on Exhibit A-2: Record Boundary Survey of the Premises.
- The area on the west side of the Airfield (the “Westside Premises”) depicted on Exhibit A-3 as Hangar One, the open area to the south of Hangar One including Parcel 7, and Building 158 and the parking area serving Building 158.
- The area on the east side of the Airfield (the “Eastside Premises”) depicted on Exhibit A-3 as Hangars Two/Three, the Golf Course and all other areas within the Premises to the east of the Airfield.

### **1.2. Separation of Utility Systems.**

The general intent of this Utility Plan is for the parties to develop and implement separate, utility-by-utility agreements to modify each Utility System to create separate systems serving the Property and the Premises. Once such an agreement for separation is developed and implemented for a specific Utility System, each Party shall thereafter (i) operate and maintain, or (ii) arrange with a public utility provider to operate and maintain, such Utility System and the components thereof serving the Premises in the case of Tenant or the balance of the Property in

the case of Landlord. Tenant shall be responsible for all costs and expenses necessary to implement the separation of each Utility System. In the event Landlord requires or requests any additional modifications, improvements, or upgrades (e.g., new components or lines) beyond those necessary in accordance with applicable industry standard best engineering practices to implement the separation of a Utility System, Landlord shall be required to pay for all such costs and expenses. In the event an agreement for a Utility System does not result in complete separation, the operation and maintenance and associated costs and expenses shall be allocated amongst the parties in accordance with the methodology which shall be set forth in the utility agreement for such Utility System.

This Utility Plan contemplates a three – phased process to achieve Utility System separation. The first phase shall start upon the Commencement Date and continue until an interim metering plan (as provided for in section 1.6 below) is prepared and implemented. During this phase, Tenant shall assume responsibility at its sole cost and expense to maintain, repair and replace all Utility System components downstream from the Points of Connection as defined below and Landlord shall be responsible to operate such Utility Systems and to maintain, repair and replace all Utility System components upstream from the Points of Connection subject to appropriate cost sharing with Tenant as outlined in this Utility Plan. The second phase shall commence once interim meters are installed in accordance with the metering plans to be developed pursuant to section 1.6 below. During this phase, the Points of Connection shall be adjusted to be upstream and downstream from such meters with the Tenant fully responsible at its sole cost and expense to maintain, repair and replace all Utility System components downstream and inclusive of such meters, and Landlord remaining fully responsible to operate such Utility Systems and to maintain repair and replace all Utility System components upstream of such meters subject to appropriate cost sharing with Tenant. The third phase shall commence as of the date utility separation or a final agreement for continued shared use of a Utility System is put into place and agreed to be effective (hereinafter referred to as the “Utility Transition Date”). To the extent the parties enter into a utility agreement prior to the end of the second (2<sup>nd</sup>) Lease Year, or the parties mutually determine metering is not feasible for a particular Utility System, the parties understand that the second phase may be bypassed.

Section 2 of this Utility Plan provides general guidance with respect to the development of such utility-by-utility agreements. Each utility agreement shall be in writing and mutually agreed upon by the parties and shall set forth the Utility Transition Date for each Utility System.

The parties recognize that the transition from Landlord operated and maintained Utility Systems to Tenant operated and maintained Utility Systems serving the Premises will require time to fully plan and then to implement. The parties have established a time frame of two (2) years following the Commencement Date to create the detailed utility-by-utility long term agreement for each Utility System. The parties shall work together during such two (2) year period to develop such agreements, including the approach and timing for separation of such Utility System serving the Premises from the Utility System currently serving the Property, as appropriate. Each agreement shall be coordinated with, among other things, the design, approval and implementation of the Initial Projects. Each utility agreement shall identify: (1) the timeline for Utility System separation, including the proposed Utility Transition Date for the Utility System and/or the components thereof, (2) the improvements to be made to the Utility System necessary to implement the separation if appropriate given all of the facts and circumstances impacting the transition of such Utility System to separate Tenant and Landlord systems, including, but not limited to, the economic feasibility of such separation (e.g., cost/benefit as mutually determined by the parties), (3) any anticipated on-going use of a Tenant-operated Utility System by Landlord and/or Landlord's other tenants (e.g., CANG) after the separation of the Utility System, (4) Utility System separation costs and any allocation thereof, (5) any ongoing allocation of Utility System operation and maintenance costs between Tenant and Landlord for any Utility System and/or components thereof, and (6) for any Utility System that will continue to be shared, the baseline load and capacity of the Utility System. It is understood that as part of any Utility System, Landlord and/or Landlord's other tenants shall not be required to convert their Utility Systems to third party providers. Notwithstanding the foregoing, the parties recognize that until there is a more comprehensive understanding of the intended development of the Premises and the Property, it is anticipated that such agreements may provide that certain Utility Systems serving the Premises will continue to be operated by Landlord as part of the overall Property system.

From and after the Utility Transition Date for each particular Utility System, to the extent Landlord, any of Landlord's other tenants, or any occupant of any portion of the Property outside of the Premises is provided utilities from a Tenant operated Utility System, Tenant shall be entitled to charge such user the fair and reasonable cost of utilities services provided by Tenant to such users in accordance with the cost sharing methodology agreed to by the parties as set forth in each utility agreement for such Utility System.

**1.3. Interim Operation and Maintenance of the Utility Systems**

Until such time as a mutually agreed upon utility agreement for each specific Utility System is developed and implemented, Landlord will continue to operate, maintain, repair (including emergency repairs), and replace (hereinafter collectively referred to as "Utility O&M") each Utility System including the components thereof and any related infrastructure. Landlord's Utility O&M responsibility will be limited to the Utility System up to, but excluding, the Points of Connection. Tenant will be solely responsible for maintaining Utility Systems components within structures located within and serving the Premises up to and including the Points of Connection in Good Condition and Repair as a part of Tenant's responsibility to maintain the Improvements and all other Infrastructure pursuant to section 9.2 of the Lease, provided that Landlord shall remain responsible to maintain the components of the Utility Systems located within the Landlord's Reserved Areas.

"Points of Connection" generally means the physical locations at which Landlord's responsibility for operational control of distribution equipment including connection assets ends and Tenant's operational control begins. The definition of Points of Connection is further defined in each of the three (3) phases:

First Phase (Utility Systems are not metered): For the following Utility Systems: (1) potable water, (2) sewer, (3) storm water, (4) recycled water, (5) electricity, and (6) natural gas, Landlord shall be responsible for all Utility O&M up to five (5) feet of any existing facilities or other structures. Tenant shall be responsible for all Utility O&M within five (5) feet of any existing facilities or other structures. The exception shall be where existing Utility System components

(e.g., existing transformers and switchgear) are located inside of five (5) feet, in which case Landlord will be responsible for Utility O&M.

Second Phase (Utility Systems are metered): Once interim metering plans are implemented for (1) potable water, (2) sewer (if applicable), (3) storm water (if applicable), (4) recycled water, and (5) natural gas, Tenant shall be responsible for Utility O&M up to and including the approved metered location(s). For electricity, Tenant shall be responsible for electrical Utility O&M up to and including the transformer and/or the switchgear or any prorated electric power system element serving the Premises.

Third Phase (Utility Systems separation is complete): Each utility agreement shall demarcate and define specific Points of Connects between Landlord and Tenant. All future Utility O&M allocated to Tenant shall be based on the utility agreement to be entered into between the parties.

Until the Utility Transition Date for a particular Utility System occurs, Tenant shall be responsible for: (i) consumption charges ("Utility Consumption") at standard rates in effect for all NASA Ames Research Center tenants as provided in section 1.6 of this Utility Plan, and (ii) from and after October 1, 2015, one hundred percent (100%) of all Utility O&M costs incurred by Landlord to maintain and repair Utility System components that exclusively benefit Tenant and Tenant's pro rata share of Utility O&M costs for Utility Systems components that benefit both Landlord and Tenant as generally depicted on Drawings 1-7 attached hereto. During the period from the Commencement Date until October 1, 2015, while Tenant shall not be responsible for normal and customary Utility O&M costs, Tenant will be responsible for its pro rata share of any capital repair or replacement costs for any Utility System components incurred by Landlord during such period. Tenant's pro rata share of Utility O&M costs will be allocated based upon engineering estimates of allocated capacities which are to be mutually agreed to by the parties (such approval not to be unreasonably withheld).

Pursuant to section 8.1(a) of the Lease, as of the Effective Date, Landlord shall have no obligation to provide Tenant steam services, vacuum line services, chilled water systems or Utility O&M related to the same.

To implement the foregoing, starting upon October 1, 2015 and continuing until the Utility Transition Date for each of the Utility Systems has occurred, Tenant shall pay an estimated amount, quarterly in advance, as reasonably determined by Landlord provided that within ninety (90) days after the end of each Fiscal Year thereafter, Landlord shall provide Tenant with an accounting of the actual costs incurred for consumption and Utility O&M for each Utility System and a reconciliation of the amounts paid by Tenant and either credit to Tenant an overpayment or bill Tenant for any underpayment, as applicable. Landlord's estimated costs to provide Utility O&M shall be set forth in a Support Agreement. Tenant shall have thirty (30) days after receipt of the audit and reconciliation to request any additional audit or support documentation.

**1.4. Upgrades to Existing Utility Systems**

The parties acknowledge that as of the Effective Date the existing Utility Systems are functional and adequate for continued operation provided existing loads do not increase beyond the existing baseline capacities of the existing Utility Systems. Tenant shall notify Landlord in advance if it anticipates that its use and occupancy of the Premises or any portion thereof will increase loads beyond the existing baseline capacities of the Utility Systems allocated to Tenant as set forth in each utility agreement for each Utility System. The allocation of the baseline capacity for each existing Utility System to the Premises shall be mutually agreed to by the parties (such approval not to be unreasonably withheld) taking in account current and anticipated uses for the portions of the Property and the Premises served by the applicable Utility System. The parties will coordinate to determine how to increase the capacity of affected Utility Systems to service Tenant's additional loads on a case – by – case basis. To the extent any increase in capacity is for the benefit of Landlord (with such benefit conditioned upon Landlord requesting such increase in capacity) and Tenant, the cost of such upgrade to the existing Utility System shall be equitably shared by the parties based on the allocation of the additional capacity provided. To the extent the increase load is solely for the benefit of Tenant, Tenant shall be responsible for the cost of such upgrade.

**1.5. Relocation of Utility Systems**

Tenant at its sole cost and expense may relocate components of a Utility System to accommodate

Tenant's use and operation of the Premises provided such relocation is in compliance with Applicable Laws and does not adversely impact Landlord, any of Landlord's other tenants or a Landlord operated Utility System as reasonably determined by Landlord. If Landlord determines that a proposed relocation will adversely impact Landlord, any of Landlord's other tenants, or a Landlord operated Utility System, Landlord shall identify the reasons therefor in writing. The parties will determine if an alternate relocation plan is feasible or if there are other means to mitigate the identified adverse impacts on Landlord, any of Landlord's other tenants, or a Landlord-operated Utility System while attempting to minimize the cost of such relocation and mitigation measures.

#### **1.6. Metering**

Within six (6) months from the date Tenant submits an interim metering plan and obtains all necessary approvals and permits, Tenant shall meter: (1) electric, (2) natural gas, (3) potable water, and (4) indoor recycled water (if necessary) so that the parties can accurately determine Tenant's on-going consumption of such utilities. Sewer charges shall be based on 100% of indoor potable and indoor recycled water (currently the Premises use no indoor recycled water) usage. For the water system, the scope of metering shall also include installation of back flow preventers. Immediately following the installation of such meters, Landlord shall commence billing Tenant for utility consumption based on its metered consumption at standard rates in effect for all NASA Ames Research Center tenants. For the period starting from the Commencement Date to the date Tenant has installed such meters, Tenant will pay Landlord a combined monthly utility consumption charge based upon Landlord's reasonable engineering estimates of consumption. Notwithstanding the foregoing, nothing in this Utility Plan shall be construed by the parties to limit Landlord's right to require building metering in advance of the preparation and implementation of a comprehensive metering plan as a condition of issuing a permit pursuant to the Construction Provisions. Tenant shall be responsible to pay all costs related to annual calibration, repair and replacement of all Tenant-installed and Tenant-operated meters.

**1.7. Coordination with Existing Fully Integrated Direct Data Collection (DDC) Controls**

Landlord has a site-wide, integrated system that allows single-point monitoring, control, and data gathering (the "FMCS System"), provides early warning regarding energy concerns, allows system adjustments, and maximizes system performance. At Tenant's option, utility meters installed by Tenant as provided above may be equipped with the capability to be connected to such FMCS system. If the parties decide that Tenant will not connect a meter to the FMCS system, the cost incurred by Landlord to read such meters shall be considered a Demand Service. Once a Utility System is separated from the Utility System otherwise serving the Property, Landlord shall no longer monitor utility system usage for such utility.

**2.0 Utility-By-Utility Approach and Guidelines**

**2.1. Potable Water**

(a) **Existing System.** The existing potable water distribution system services the entire Property, including the Premises and CANG. The water distribution systems for the Premises are shown on Drawing P-1. The following is a partial list of current service points:

(b) (4), (b) (7)(F)

Until the Utility Transition Date for the water system, which shall be set forth in the specific utility agreement, the existing water system will be operated and maintained by Landlord. Drawing P-1 indicates the components of the existing water system in which Tenant shall either be responsible for one hundred percent (100%) of the Utility O&M or a pro rata cost allocation for the period starting on the Commencement Date to the date a utility agreement for water has been entered into by the parties.

(b) **Separation of the System.** The parties will coordinate to determine if physical separation of the water system is practicable. If it is determined that separation is practicable and until such time such separation is achieved, the existing system components will be operated and

maintained by Landlord with such access and/or easements to third parties pursuant to section 2.4 of the Lease to allow Landlord to perform routine operations, maintenance, repairs, emergency repairs, service restoration, system component replacements, and water quality testing. If it is determined that physical separation is not practicable, responsibility for the potable water system and/or its components will be allocated by and to the parties in accordance with the utility agreement for the system.

(c) **Upgrades and New Systems.** As additional loads are generated by Tenant (and such loads exceed the baseline capacity of the existing system allocated to Tenant as determined in section 1.4 of this Utility Plan), Tenant shall be responsible for the cost and expense to perform necessary upgrades to the system, including capacity expansion and new components of the system.

(d) **Water Storage.** To accommodate new loads on the water distribution system arising from Tenant's use and occupancy of the Premises or any of Tenant's Projects, additional water storage may be required to meet domestic water and fire flow standards applicable to the Premises. If it is determined that additional required water storage is necessary to meet any increased Tenant demand, then Tenant shall construct, at its cost and expense, such additional water storage on the Premises or such other location as mutually agreed to by the parties.

## 2.2 Sewer

(a) **Existing System.** (b) (4), (b) (7)(F)

Until the Utility Transition Date for the sewer system, which shall be set forth in the utility agreement, the existing sewer system will be operated and maintained by Landlord. Drawing P-2 indicates the components of the existing sewer system in which Tenant shall either be responsible for one hundred percent (100%) of the

Utility O&M or a pro rata cost allocation for the period starting on the Commencement Date to the date a utility agreement for sewer has been entered into by the parties. Tenant and Landlord will each be responsible for their respective pro rata share of discharge costs to the Sunnyvale system.

**(c) Installation of New Laterals.** New lateral connections to Landlord's existing main line will likely be required (b) (4), (b) (7)(F)

In the event that new lateral lines are required by Tenant to connect to any of Landlord's main lines in any part of the Premises or outside the Premises (but in the Property), Tenant shall be responsible at Tenant's sole cost and expense to plan, permit, and install such lateral lines.

**(d) Upgrades and New Systems.** Tenant does not anticipate that its Initial Projects will increase sewer discharge in excess of the City of Sunnyvale system's discharge capacities. Notwithstanding the foregoing, as additional loads are generated by Tenant's use and occupancy of the Premises, including new loads generated by any of Tenant's Projects, if such loads exceed the baseline capacities allocated to Tenant as determined in section 1.4 of this Utility Plan, Tenant shall be responsible for the cost and expense to perform necessary upgrades to the system, including capacity expansion and new components of the system. In such event, Tenant shall be solely responsible for all regulatory reviews and approvals, municipal agency permitting and fees, capacity expansion, new lateral or main lines, and/or new systems.

### **2.3. Storm Water**

#### **(a) Storm Drainage System**

**(i) Existing System.** (b) (4), (b) (7)(F)

Until the Utility Transition Date for the storm water drainage system, which shall be set forth in the utility agreement, Landlord will have responsibility for all permitting, operations, maintenance, repair, emergency repairs, and replacement and/or restoration for all existing storm drainage components located within the Premises. (b) (4), (b) (7)(F)

(b) (4), (b) (7)(F)

Drawing P-3 indicates the components of the existing storm water drainage system in which Tenant shall either be responsible for one hundred percent (100%) of the Utility O&M or a pro rata cost allocation for the period starting on the Commencement Date to the date a utility agreement for storm water has been entered into by the parties.

**(ii) Upgrades, Replacements, and New Systems.** Tenant does not anticipate the need to perform storm drain system upgrades, relocation, replacement, or new systems within the Premises. Notwithstanding the foregoing, as additional loads are generated by Tenant's use and occupancy of the Premises, including new loads generated by any of Tenant's Projects, if such loads exceed the baseline capacities allocated to Tenant as determined in section 1.4 of this Utility Plan, Tenant shall be responsible for the cost and expense to perform necessary upgrades to the system, including capacity expansion and new components of the system. In such event, Tenant shall be solely responsible for all regulatory reviews and approvals, municipal agency permitting and fees, capacity expansion, new lateral or main lines, and/or new systems. Should impervious areas increase, Tenant will consider storm water detention in its Project planning.

(b)  
)  
(4  
)  
(b  
)  
(7  
)  
(F  
Any

modifications to the Moffett Field Golf Course will take into account storm water detention considerations.

(b) (4), (b) (7)(F)

**(b) Storm Water Treatment**

In the event that impervious areas are increased by Tenant, storm water treatment may be required. Such treatment facilities, if required shall be constructed, operated, and maintained by Tenant at Tenant's sole cost and expense. Storm water treatment will not be required if existing impervious area is replaced or improved, such as re-roofing or re-paving. For Parcel 7, or other completely new development, new storm water treatment facilities will be required and on-site storm water treatment may be required to treat runoff from impervious areas prior to discharge from the Premises. This will be provided by Tenant and incorporated into the site design and combined with the on-site detention and/or landscape amenities.

If determined necessary by Tenant to implement any of the Projects, detention facilities may be enhanced to provide treatment. The existing facilities will be evaluated as part of an overall development plan. Additionally, if determined necessary by Tenant, the area near Hangars Two and Three could be retrofitted with raised or at-grade flow-through treatment planters to treat water intercepted by low-flow pumps in the collection system.

**2.4. Recycled Water**

**(a) Existing System. (b) (4), (b) (7)(F)**

Tenant shall be responsible for all recycled water charges to the City of Sunnyvale from and after the Commencement Date of the Lease. The City of Sunnyvale is responsible to maintain the existing 18" line and the Tenant shall be responsible to operate, maintain, repair, including emergency repairs, and replace system components as needed to the recycled water system within the Premises and outside of the easement area. Drawing P-4 sets forth the components of the existing recycled water system to be maintained by Tenant and those to be maintained by the City of Sunnyvale.

b) **Upgrades, Replacements, and New Systems.** If Tenant requires upgrades to the existing recycled water system, Tenant shall plan, permit, and install at Tenant's sole cost and expense upgrades, including but not limited to relocation, replacement, and/or new systems at Tenant's sole cost and expense. As part of any proposed development of the Premises, recycled water service laterals will be installed by Tenant and either capped or connected to the potable system with reduced pressure backflow preventers so that the laterals can be connected to a recycled water distribution system (if one is constructed in the future). To accommodate future increased demands together with the likelihood that the times of peak demand will not coincide with peak production at the municipal treatment plant, Tenant may also choose to construct recycled water storage to balance supply and demand. A pump station would also be required at the tank site.

## 2.5. Electricity

(a) **Existing System; Installation of Meters.** (b) (4), (b) (7)(F)

(b) **Separation of Systems.** The intent of this Utility Plan is to transfer the electrical systems serving the Premises to Tenant or a third-party provider (e.g., PG&E) as the Initial Projects are carried out and further to effect such transfer in a manner that does not disturb the provision of

WAPA power to CANG (or to any other successor tenant of Landlord in the CANG Cantonment Area). The timeline for transferring the electrical systems serving the Premises to either Tenant or a third-party provider shall be determined jointly by the parties after taking into consideration development milestones and the need for improvements to the system. (b) (4), (b) (7)(F)

(b) (4), (b) (7)(F)

## **2.6. Natural Gas**

### **(a) Existing System. (b) (4), (b) (7)(F)**

Tenant will establish an account with a third-party service provider (e.g., PG&E) within two (2) years of the Effective Date of the Lease. Until the Utility Transition Date for the natural gas system which shall be set forth in the utility agreement, Landlord shall operate, repair (including emergency repairs), maintain, and/or replace natural gas system components. Drawing P-6 shows the components of the existing natural gas system for which Tenant shall either be responsible for one hundred percent (100%) of the Utility O&M or a pro rata cost

allocation for the period starting on the Commencement Date to the date a utility agreement for natural gas has been entered into by the parties. Natural gas service to CANG will be maintained by Landlord or transitioned by Landlord to a third-party provider and contracted for directly by CANG.

**(b) Upgrades, Relocation, Replacements, New Systems, and Separation.** (b) (4), (b) (7)(F)

Components of the existing natural gas system that exclusively serve CANG (or any other successor tenant of Landlord in the CANG Cantonment Area) will be maintained by Landlord or transferred by Landlord to a third party provider and contracted directly by CANG (or Landlord's successor tenant). Notwithstanding the foregoing, Tenant may at Tenant's own cost and expense relocate the components of the existing natural gas system that service the CANG Cantonment Area from the portion of the Premises between Hangars Two and Three.

(b)  
(4)

(b) (4)

(b) (4)

(b) (4)

**2.8. Steam**

**(a) Existing System.** (b) (4), (b) (7)(F)

Tenant shall be responsible for the operation, maintenance, repair (including emergency repairs), or replacement of system components of the steam plant from and

after the Commencement Date of the Lease. As of the Effective Date, Landlord shall have no obligation whatsoever to provide Utility O&M for the existing steam system in the Premises.

**(b) Upgrades, Relocation, Replacements, and New Systems.** For any additional steam system requirements of Tenant, Tenant shall plan, permit, and install at Tenant's sole cost and expense such additional steam facility requirements, including but not limited to upgrades, relocation, replacement, and/or new systems.

### **3.0 Other Matters**

#### **3.1 Fire Alarm Master Transmitter Box**

Each building located within the Premises is required to be connected to the Property's central fire alarm monitoring system. To accomplish this, each building is required to have a fire alarm master transmitter box. Tenant shall be responsible for the installation of such transmitter boxes, to the extent they do not already exist. Landlord shall inspect and maintain all existing and newly installed transmitter boxes from and after the Commencement Date. Tenant shall be responsible for the cost of such maintenance in the same manner as provided for Utility O&M costs in section 1.3 above.

#### **3.2 Dispute Resolution**

Various provisions of this Utility Plan require agreement of the Landlord and Tenant, require Tenant's approval of a determination by Landlord or require Landlord's reasonable determination of the matter in question. In the event Landlord and Tenant are not able to agree on any such matters, Tenant refuses to approve any such determination, or Tenant contests such determination by Landlord, the same shall constitute a "dispute" and shall be resolved in accordance with the provisions set forth in section 19.4 of the Lease.

(b) (4), (b) (7)(F)

EXHIBIT Q

Schedule of Assigned Agreements

[Attached]

**EXHIBIT Q**  
**Schedule of Assigned Airfield Agreements**

Agreements Being Assigned to PV						
<b>Entity</b>	<b>Activity</b>	<b>Documents</b>	<b>Annual</b>	<b>Term</b>	<b>Cancellation</b>	
Collins Foundation	Airshows	Reimbursable Space Act Agreement ("RSAA")	Cost Reimbursement \$2,200 net a year	5/2014 annually renewable	At least one week prior to air show	
IB&B	Fuel for Contract SP0600-03-D-5311	Support Agreement ("SA")	Rent: \$140,000 per year net	2023 with extensions	N/A	
Lockheed Martin	Air cargo outgoing	Reimbursable Space Act Agreement ("RSAA")	\$-0- net	9/30/2016	Lockheed can cancel at any time.	
Loral (1)	Storage of Shipping containers in H3 20k sf +/-	Enhanced Use Lease Of Historic Property	Rent; \$180,000 / year +/-	1/2014	Tenant currently in process of vacating	
Loral (2)	Air Cargo outgoing	Reimbursable Space Act Agreement ("RSAA")	Cost reimbursement \$100,000 + /- year	1/31/2017	120 Days either party	

Agreements Being Assigned to PV						
<b>Entity</b>	<b>Activity</b>	<b>Documents</b>	<b>Annual</b>	<b>Term</b>	<b>Cancellation</b>	
SRI	Test flights	Support Agreement ("SA")	\$5,000 net	1/13/2016	30 days either party	
ZEE.AERO	R&D for electrically powered UAV.	Reimbursable Space Act Agreement ("RSAA")	\$65,000	2/5/2015	30 days either party	
City of Sunnyvale	Property Lease for 34 acres (Golf course)	Land Lease	Rent: Approximately \$55,000	5/24/2022		
Landing Permits	Airfield Use	Airfield Use permit	\$-0-	12/2014 longest remaining term	None	
Weather Service	ASOS System		-\$20K			

EXHIBIT R-1  
Offsite Landlord Maintenance Obligations for Flood Control Structures

[Attached]

EXHIBIT R-1

(b) (4), (b) (7)(F)

EXHIBIT R-2  
Onsite Landlord Maintenance Obligations for Fence

[Attached]

(b) (4), (b) (7)(F)

EXHIBIT S

Inventory of Airfield Personal Property

[Attached]

**EXHIBIT S**  
**Inventory of Airfield Property**

<b>Item</b>	<b>Location</b>	<b>Quantity</b>	<b>Description</b>
ML-661/F - Altimeter	ATC Tower 158	1 ea	
ATCT - Air Traffic Control Tower	ATC Tower 158	1 ea	VFR, Radar feed from Bay TRACON,
AN/GSH-73 - ATIS	ATC Tower 158	1 ea	ANG
MULTIPLEXER - Fiber Data Transmission	Buildings 17, 158, 254	4 ea	Feeds RACD/STARS
MULTIPLEXER - Fiber Data Transmission	Buildings 17, 780	2 ea	Feeds TACAN
FA-10095 - Flight Data (FDIO)	ATC Tower 158	1 ea	ANG
MARK-10 ILS - Glideslope	Shelter, Airfield	1 ea	Runway 32R
MARK-10 ILS - Localizer	Shelter, Airfield	2 ea	Runway 32R & 14L
AN/GMQ-32 - Runway Visual Range (RVR)	Platform, Airfield	1 ea	
ID-2384/G - Time Code Indicator	ATC Tower 158	4 ea	Clocks
GRR-24 - UHF RX	Building 329	13 ea	Air/Ground Comm UHF Receiver
GRC-171 - UHF Transceiver	ATC Tower 158	1 ea	Air/Ground Comm UHF Transceiver
GRT-22 - UHF TX	Building 454	13 ea	Air/Ground Comm UHF Transmitter
Wind Senor - Ultrasonic Anemometer	Tower, Airfield	2 ea	Runway 32 & 14
FE5.3KVA - UPS	Building 454	1 ea	Radio Transmitter backup power
FER1.8KVA - UPS	Buildings 158, 329	3 ea	Radio & Tower backup power
CM-200VR - VHF RX	Building 329	1 ea	Air/Ground Comm VHF Receiver
GRR-23 - VHF RX	Building 329	4 ea	Air/Ground Comm VHF Receiver
GRC-211 - VHF Transceiver	ATC Tower 158	1 ea	Air/Ground Comm VHF Transceiver
GRT-21 - VHF TX	Building 454	7 ea	Air/Ground Comm VHF Transmitter
GSH-74 - Voice Recorder - DALR	Building 158	1 ea	ANG
AN/FSC-123 - Voice Switch (STVS)	ATC Tower 158	1 ea	Tower, Denro