

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 (60th) 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

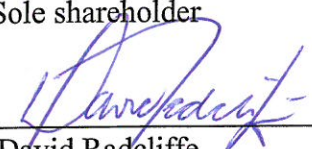
The foregoing **Basic Lease Information** is incorporated in and made a part of the Lease to which it is attached. If there is any conflict between the **Basic Lease Information** and the Lease, the **Basic Lease Information** shall control.

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

