SIXTEENTH AMENDMENT TO
ELSEVIER LICENSE AGREEMENT

WHEREAS, the parties hereto have previously entered into an agreement dated 30 December 2003, as last amended 12 March 2007 (the "Prior Agreement") and wish to amend the Prior Agreement as set forth in this amendment ("Amendment").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Prior Agreement as of the execution date below as set forth below and on Schedule 1.

Except as specifically amended hereby, all of the existing terms and conditions of the Prior Agreement are hereby ratified. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the Prior Agreement. To the extent any terms or conditions of the Prior Agreement conflict with or are inconsistent with this Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment by their respective, duly authorized representatives as of 19 April 2007.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
(Subscriber)

Name:
Title: Director, Bus. Svs.

ELSEVIER B.V.
(Licensor)

Name:
Title: Managing Director, Sales

Contract Number: 17CYR84

Version: 1 Aug 2005
SIXTEENTH AMENDMENT TO ELSEVIER LICENSE AGREEMENT
Schedule 1

The Licensed Products and Fees identified below are in addition to those identified in the Prior Agreement.

UNIVERSITY OF CALIFORNIA, IRVINE

<table>
<thead>
<tr>
<th>Licensed Products – publisher</th>
<th>Access</th>
</tr>
</thead>
<tbody>
<tr>
<td>ScienceDirect® online - Elsevier B.V.</td>
<td>scienceDirect.com</td>
</tr>
<tr>
<td>Elsevier Reference Works</td>
<td></td>
</tr>
<tr>
<td>- Comprehensive Organometallic Chemistry III (perpetual access)</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL FEES

Elsevier Reference Works Additional Terms and Conditions
Upon termination of all of the Subscriber’s other licenses to ScienceDirect online, the Subscriber may, at its option, (1) acquire a copy of the above reference work(s) in print, if available, at an eighty (80%) percent discount off the then current list price, and/or (2) acquire, load and technically format on a server that enables access and use by Authorized Users through the Subscriber’s internal secure network an electronic copy of such reference work(s) in electronic PDF or SGML format on CD-ROM or tape for cost, and/or (3) continue to access such reference work(s) online for an annual access fee based on the number of full-text articles downloaded from such reference work(s) during the prior twelve (12) months at a rate of US$0.081 per download (adjusted annually for inflation and cost increases). The Licensor shall make available for inspection by a duly authorized auditor of the Subscriber, at the Subscriber’s sole expense, the records concerning the calculation of the annual access fee one time per year during regular business hours upon thirty (30) days written notice to the Licensor. The copy may not contain links and other features and functionality associated with the online version.