

FIRST AMENDMENT TO NASA AMES RESEARCH CENTER
ENHANCED USE LEASE

This First Amendment to NASA Ames Research Center Enhanced Use Lease (the "Amendment") is made as of April 16, 2008 by and between THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an Agency of the United States of America, acting by and through Ames Research Center ("Landlord"), and AIRSHIP VENTURES, INC., a Delaware corporation ("Tenant"), with reference to the following facts:

A. Landlord and Tenant entered into that certain "NASA Ames Research Center Enhanced Use Lease of Historic Property," dated as of January 29, 2008 (SAA2 – 402223) (the "Original Lease"). The Original Lease covers certain premises more particularly described therein consisting of approximately 1,369 gross square feet of space located in the Building (the "Original Premises"). Each capitalized term used in this Amendment, but not defined herein, shall have the meaning ascribed to it in the Original Lease.

B. Tenant has requested additional office space in the Building as of May 1, 2008 (the "Effective Date") and Landlord has available space, commonly known as Rooms 104 and 105 (collectively, the "Additional Office Space"). The parties desire to enter into this Amendment to lease the Additional Office Space to Tenant on all of the terms of the Original Lease as amended by this Amendment.

C. The Original Lease erroneously states that the Premises and the Building are historic property and located in an historic district at the Property. The parties desire correct the Original Lease to delete all references therein to historic property and the covenants related thereto.

NOW, THEREFORE, the parties agree as follows:

1. Amendments of the Original Lease. Effective as of the Effective Date, the parties hereby agree that the Original Lease is amended as set forth in this section 1.

(a) The Basic Lease Information attached to the Original Lease is hereby deleted and replaced in its entirety with the Basic Lease Information attached to this Amendment as Exhibit 1. The parties acknowledge that the in – kind consideration referred to in the Original Lease has previously been received in partial satisfaction of monthly Base Rent.

(b) The plan outlining the Original Premises attached to the Original Lease as Exhibit A is hereby deleted and replaced in its entirety with the plan outlining the Original Premises and the Additional Office Space attached to this Amendment as Exhibit 2.

(c) The form of Support Agreement attached to the Original Lease as Exhibit B is hereby deleted and replaced in its entirety with the Support Agreement attached to this Amendment as Exhibit 3.

(d) Except as otherwise specifically provided in this Amendment, all references in the Original Lease to the Premises shall refer to both of the Original Premises and the Additional Office Space, or to any of them as the context in the Original Lease may require, during the portion of the Term on and after the Effective Date.

(e) All references in the Original Lease to historic property, Shenandoah Plaza, the Act, the regulations promulgated pursuant to the Act, the Advisory Council, the SHPO, the Programmatic Agreement and the HRPP, and all covenants to comply with any of the foregoing, are hereby deleted in their entirety. Recitals D and E of the Original Lease are hereby deleted.

2. Payments. Upon signing this Amendment, Tenant shall pay to Landlord with respect to the Additional Office Space (a) an amount equal to the Base Rent for the month of May 2008, which amount Landlord shall apply to the Base Rent for such month, and (b) the amounts set forth on the Support Agreement for costs of Standard Services, ISP Services and Demand Services for the calendar quarter during which the Effective Date occurs. In addition, Tenant shall pay to Landlord all other amounts as may be due and unpaid under the Original Lease as of the date of this Amendment.

3. No Other Amendment; Conflicts. Except as set forth in this Amendment, the provisions of the Original Lease remain in full force. If the provisions of this Amendment conflict with the provisions of the Original Lease, then the provisions of this Amendment shall prevail.

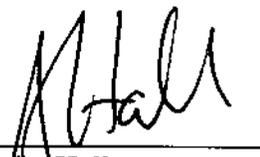
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first written above.

Tenant:

Landlord:

AIRSHIP VENTURES, INC., a Delaware corporation

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

By  _____
Alexandra Hall
Chief Executive Officer

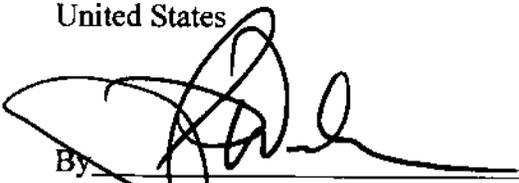
By  _____
S. Pete Worden
Director, Ames Research Center

EXHIBIT 1 TO FIRST AMENDMENT

NASA AMES RESEARCH CENTER
ENHANCED USE LEASE
Amended Basic Lease Information

Date: May 1, 2008

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

Tenant: AIRSHIP VENTURES, INC., a Delaware corporation.

Premises (section 1.1): Rooms 101, 104, 105, 123, 124, 125, 127 and 128 outlined in Exhibit A, containing approximately 1,673 gross square feet (more or less) of building area, located within Building 156 (the "Building") at NASA Ames Research Center, Moffett Field, California.

Property (section 1.1): The land, the buildings and other improvements known as NASA Ames Research Center, Moffett Field, California 94035-1000.

Term (section 2.1): Approximately eight (8) months, subject to the right to extend the Term in accordance with section 2.1(b).

Commencement Date (section 2.1): February 1, 2008; provided, however, with respect to the portion of the Premises commonly known as rooms 104 and 105, May 1, 2008.

Expiration Date (section 2.1): September 30, 2008.

Monthly Base Rent (dollars per month) (section 3.1(a)): \$2,041.06 (based on \$1.22 per square foot per month and the Premises containing 1,673 square feet of space).

In-Kind Consideration (section 3.1(e)): \$500.00

Initial Quarterly Standard Services, ISP Services and Demand Services (dollars per calendar quarter) (section 3.2(a)): \$4,023.57.

Security Deposit (section 3.3): \$1,500.00.

Rent Payment Address (section 3.7): NASA Ames Research Center
Financial Management Division
Mail Stop 203 – 18
Moffett Field, CA 94035-1000
Attn: Collection Agent

Permitted Use of the Premises (section 4.1): Tenant shall use and occupy the Premises solely for office purposes.

Landlord's Address (section 14.1): NASA Ames Research Center
Mail Stop 204 – 2
Moffett Field, CA 94035-1000
Attn: Ms. Meighan K. Haider

Tenant's Address (section 14.1): Airship Ventures, Inc.
654 N Santa Cruz Ave, #300
Los Gatos, CA 95030
Attn: Ms. Alexandra Hall

Exhibit A – Plan(s) Outlining the Premises
Exhibit B – Support Agreement
Exhibit C – List of Environmental Reports

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.

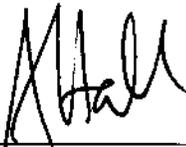
Tenant:

Landlord:

AIRSHIP VENTURES, INC., a Delaware corporation

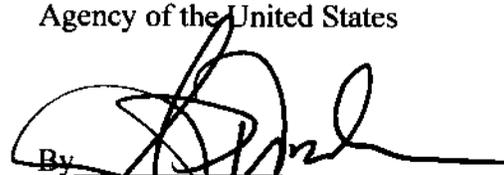
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an Agency of the United States

By



Alexandra Hall
Chief Executive Officer

By



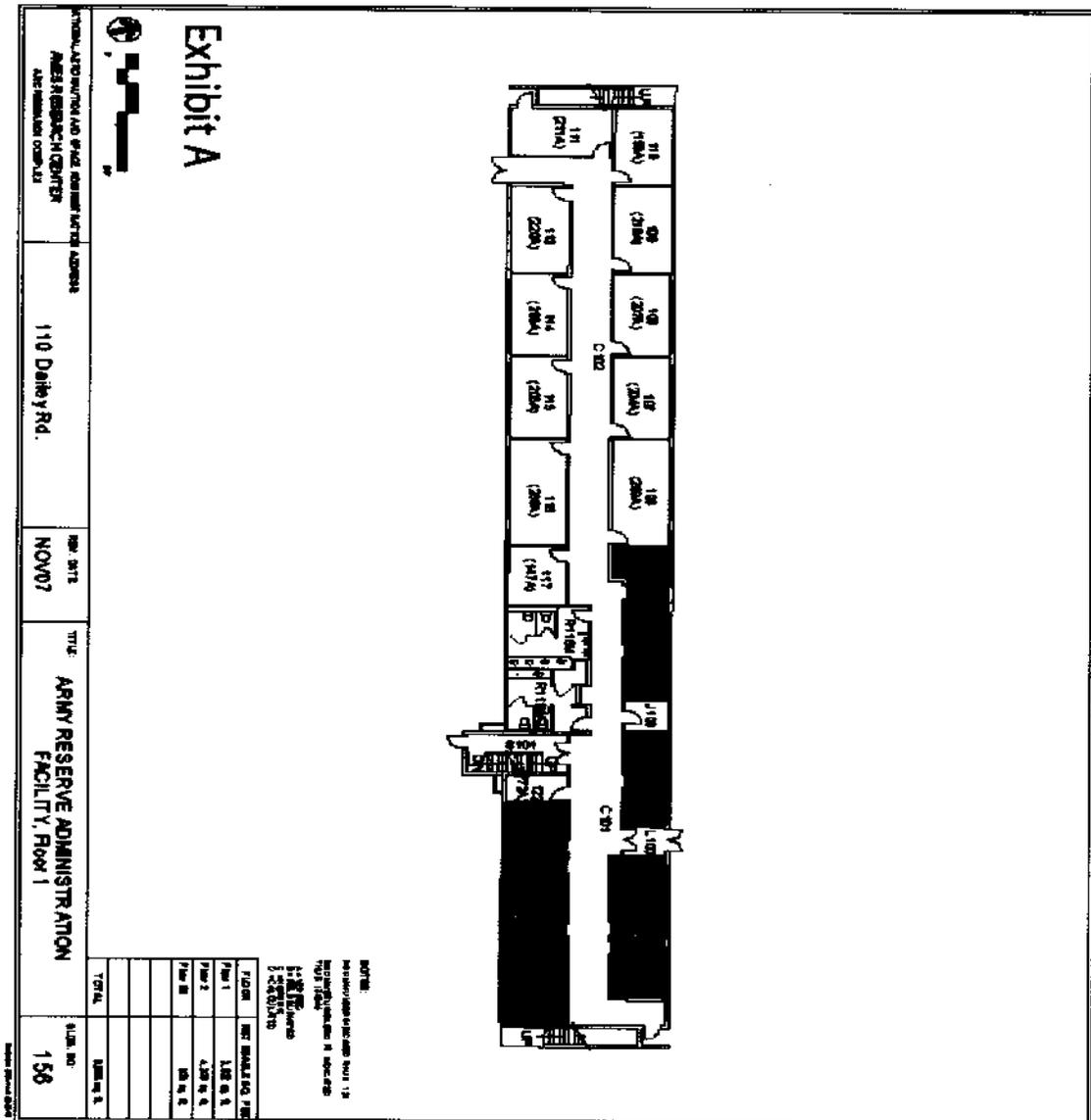
S. Peter Worden
Director, Ames Research Center

EXHIBIT 2 TO FIRST AMENDMENT

Plan(s) Outlining the Office Premises

(Portion of Exhibit A to Original Lease)

This floor plan is used solely for the purpose of identifying the approximate location and size of the Premises. Building sizes, site dimensions, access, common and parking areas, and existing tenants and locations are subject to change at Landlord's discretion.



ENHANCED USE LEASE SUPPORT AGREEMENT EXHIBIT B

1. AGREEMENT NUMBER <i>(Provided by Supplier)</i> SAA2-402223		2. SUPERSEDED AGREEMENT NO.		3. EFFECTIVE DATE May 1, 2008		4. EXPIRATION DATE <i>(May be "Indefinite")</i> September 30, 2008	
5. SUPPLYING ACTIVITY				6. RECEIVING ACTIVITY			
a. NAME AND ADDRESS National Aeronautics and Space Administration Ames Research Center Moffett Field, CA 94035-1000 NRP Business Development Specialist: Cynthia Carbon-Norman				a. NAME AND ADDRESS Airship Ventures, Inc. P.O. Box 345 Moffett Field, CA 94035-0345 Attn: Alexandra Hall, CEO			
b. MAJOR COMMAND NASA HQ, Science Mission Directorate, Washington D.C.				b. MAJOR COMMAND			
7. SUPPORT PROVIDED BY SUPPLIER							
a. SUPPORT <i>(Specify what, when, where, and how much)</i> Amendment, Bldg. 156, added two offices 104 & 105 (304 sf) Base Rent, Office Space @ \$1.22 sf/mo ISP @ \$4.61 sf/mo Utilities @ \$3.09 sf/yr Janitorial @ \$1.92 sf/yr <u>Security Deposit</u> TOTAL <hr style="border-top: 1px dashed black;"/> Building 156, Rooms 101, 123, 124, 125, 127, 128 plus 25% common area load factor (1,368.75 sq ft) Base Rent - Due in advance monthly - Office Space @ \$1.22 sf/mo ISP (Office) - Due in advance quarterly -\$4.61 per sf/year Demand Services - Due in advance quarterly - Utilities (Office) @ \$3.09 sf/yr - Janitorial (Office) @ \$1.92 sf/yr Tenant Improvement - Rent Credit (\$500.00) <u>Security Deposit</u> Total Grand Total ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: <input type="checkbox"/> Yes <input type="checkbox"/> No				b. BASIS FOR REIMBURSEMENT Market Comps Cost Recovery by sq. ft. Cost Recovery by sq. ft.		c. ESTIMATED REIMBURSEMENT \$ 1,854.40 \$ 583.93 \$ 391.40 \$ 243.20 \$ - 0 - \$ 3,072.93 Market Comps Cost Recovery by sq. ft. Cost Recovery by sq. ft.	
						\$ 13,359.00 \$ 4,206.63 \$ 2,819.63 \$ 1,752.00 (\$ 500.00) <u>\$ 1,500.00</u> \$23,137.26 ===== \$26,210.19	
8. SUPPLYING COMPONENT				9. RECEIVING COMPONENT			
a. COMPTROLLER SIGNATURE n/a		b. DATE SIGNED n/a		a. COMPTROLLER SIGNATURE n/a		b. DATE SIGNED n/a	
c. APPROVING AUTHORITY				c. APPROVING AUTHORITY			
(1) Typed Name Paul Agnew				(1) Typed Name Alexandra Hall, CEO			
(2) Organization Chief Financial Officer		(3) Telephone Number (650) 604-1301		(2) Organization Airship Ventures, Inc.		(3) Telephone Number (408) 334-4166	
(4) Signature		(5) Date Signed		(4) Signature		(5) Date Signed	
10. TERMINATION <i>(Complete only when agreement is terminated prior to scheduled expiration date.)</i>							
a. APPROVING AUTHORITY SIGNATURE		b. DATE SIGNED		a. 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 parties to this agreement, billing and reimbursement instructions.)

- a. The receiving components will provide the supplying component projections of requested support. (Significant changes in the receiving component's support requirements should be submitted to the supplying component in a manner that will permit timely modification of resources requirements.)
- b. It is the responsibility of the supplying component to bring any required or requested change in support to the attention of _____ prior to changing or cancelling support.
- c. The component providing reimbursable support in 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 may be subject to change for uncontrollable reasons, such as legislation, DoD directives, and commercial utility rate increases. The receiver will be notified immediately of such rate changes that must be passed through to the support receivers.
- e. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party.
- f. In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities.

ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: Yes No

12. SPECIFIC PROVISIONS (As appropriate: e.g., location and size of occupied facilities, unique supplier and receiver responsibilities, conditions, requirements, quality standards, and criteria for measurement/reimbursement of unique requirements.)

Rent Credit for Tenant Improvement:

Tenant plans to modify one office by adding improvements required for the conversion of a shared common area, such as a kitchen or break room, that will be made available for other building tenants. Improvements will remain when tenant vacates their premise. NASA accepts the plans for improvements and shall credit tenant 50% of the improvement costs (up to \$1,000) toward rent.

ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: Yes No

13. ADDITIONAL PROVISIONS *(Use this space to continue general and/or specific provisions as needed.)*