

SECOND AMENDMENT TO NASA AMES RESEARCH CENTER
ENHANCED USE LEASE OF HISTORIC PROPERTY

This Second Amendment to NASA Ames Research Center Enhanced Use Lease of Historic Property (the "Amendment") is made as of June 16, 2012 (the "Effective Date") 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 September 25, 2008 (SAA2 – 402276), as amended (collectively, the "Original Lease"). Each capitalized term used in this Amendment, but not defined herein, shall have the meaning ascribed to it in the Original Lease.

B. Tenant desires to give its customers and passengers the opportunity to tour Tenant's airship on the ground within the Hangar Space. In connection with such ground tours, Tenant desires to relinquish one of the areas designated for vehicle parking on the diagram attached to the Original Lease as Exhibit B and to use such area as an additional passenger van loading and unloading area. Landlord is willing to expand the permitted use of the Hangar Space, and to make related modifications to the Original Lease, on the terms and conditions of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Amendments of the Original Lease. As of the Effective Date, the parties hereby agree that the Original Lease is amended as follows:

(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.

(b) Section 1.3(b) of the Original Lease is hereby deleted and restated in its entirety as follows:

"(b) Tenant anticipates that it shall perform up to ten (10) corporate or passenger flight operations per day at approximately two (2) hour intervals, and or all of which may include ground tours of the Airship within the Hangar Space. Tenant will direct passengers to arrive at Tenant's Building 20 Premise or other suitable locations approved by Landlord, where Tenant's personnel shall conduct airship safety, hangar safety and security briefings for passengers (not more than twelve (12) passengers per flight or ground tour). Tenant shall perform security procedures in accordance with Tenant's standard procedures; provided, however, Landlord reserves the right to require such additional or alternate security procedures as Landlord may reasonably determine to be appropriate; and provided

further, however, Tenant shall comply with Applicable Laws (as defined in section 4.4), if any now or in the future require security procedures with respect to Tenant's airfield or ground operations (including ground tours). Thereafter, passengers shall board a 12-passenger van which has been approved by MFA management to be driven on MFA and shall be transported to one (1) of the passenger van loading and unloading areas on MFA identified on the diagram attached hereto as Exhibit B. Tenant shall coordinate its flight and ground tour schedules with the MFA air traffic controllers, who shall determine the loading and unloading location for each scheduled flight or ground tour. Tenant's personnel shall be responsible for the continuous accountability of all passengers and shall ensure their safety during any ground tour of the Airship and during loading onto the Airship. When the Airship returns, Tenant's personnel shall assist the passengers to unload safely from the Airship and ensure that all passengers board the passenger van for transport to the Building 20 Premises. Tenant's personnel shall ensure that passengers are restricted to those areas intended and allowed for their transit between the Building 20 Premises and the Airship."

(c) The Diagram of Passenger Loading and Vehicle Storage Areas attached to the Original Lease as Exhibit B is hereby deleted and replaced in its entirety with the Diagram of Passenger Loading Areas and Vehicle Storage Area attached to this Amendment as Exhibit 2.

2. 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 Amendment as of the Effective Date.

Tenant:

AIRSHIP VENTURES, INC., a Delaware corporation

By

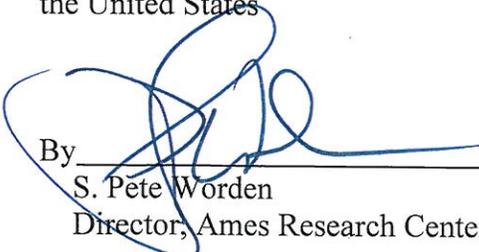


Brian Hall
Chief Executive Officer

Landlord:

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

By



S. Pete Worden
Director, Ames Research Center

EXHIBIT 1 TO SECOND AMENDMENT

NASA AMES RESEARCH CENTER
ENHANCED USE LEASE OF HISTORIC PROPERTY
Amended Basic Lease Information

Date: June 16, 2012.

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): (a) Approximately 24,000 gross square feet of building area (the "Hangar Space") within Hangar Two (the "Hangar") outlined in Exhibit A, and described in Exhibit A-1, at NASA Ames Research Center, Moffett Field, California; (b) room 1058 outlined in Exhibit A, and described in Exhibit A-1, containing approximately 575 square feet (more or less) of building area, located within the Hangar (the "Storage Space"); and (c) room 1070 outlined in Exhibit A, and described in Exhibit A-1, containing approximately 311 square feet (more or less) of building area, located within the Hangar (the "Break Room Space"); all 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): Five (5) years.

Commencement Date (section 2.1): October 1, 2008 as to the Hangar Space; October 1, 2011 as to the Storage Space and the Break Room Space.

Expiration Date (section 2.1): September 30, 2013.

Monthly Base Rent (dollars per month) (section 3.1(a)): \$6,784.98 (all based on the rates stated in Exhibit A-1).

Initial Quarterly Standard Services, ISP Services and Demand Services (dollars per calendar quarter) (section 3.2(a)): \$21,955.

Security Deposit (section 3.3): \$10,000.00.

Rent Payment Address (section 3.7): NASA Shared Service Center (NSSC)-
FMD Accounts Receivable
Attn: For the Accounts of Ames Research Center
(Agreement #SAA2-402276)
Bldg. 1111, C Road
Stennis Space Center, MS 39529

Permitted Use of the Premises (section 4.1): Tenant shall use and occupy the Hangar Space solely (a) to shelter, store and perform routine, non – hazardous maintenance activities on Tenant’s Zeppelin NT airship (the “Airship”), together with storage of Tenant’s Equipment (as defined in section 4.1) related thereto, and (b) to provide its passengers with ground tours of the Airship. Tenant shall use and occupy the Storage Space solely for the non-hazardous storage of Tenant’s Equipment and other tools, equipment and fixtures; provided, however, if Tenant obtains all necessary permits and approvals from Landlord (including, without limitation, pursuant to section 7.1), then Tenant may install in the Storage Space and use certain computer network and server equipment. Tenant shall use and occupy the Break Room Space solely for the purpose of providing a break room and rest area for Tenant’s employees.

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

Tenant’s Address (section 14.1): Airship Ventures, Inc.
Bldg. 20, S. Akron Road
P.O. Box 345
Moffett Field, CA 94035
Attn: Mr. Brian Hall

- Exhibit A – Plan(s) Outlining the Premises
- Exhibit A-1 – Schedule of Premises and Rates
- Exhibit B – Diagram of Passenger Loading and Vehicle Storage Areas
- Exhibit C – List of MFA Operations Manuals and Regulations
- Exhibit D – List of Documents and Reports Regarding the Hangar
- Exhibit E – Support Agreement
- Exhibit F – List of Tenant’s Equipment
- Exhibit G – 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:

AIRSHIP VENTURES, INC., a Delaware corporation

Landlord:

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

By 

Brian Hall
Chief Executive Officer

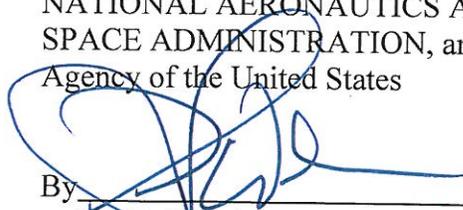

By _____
S. Pete Worden
Director, Ames Research Center

EXHIBIT 2 TO SECOND AMENDMENT

EXHIBIT B

Diagram of Passenger Loading Areas and Vehicle Storage Area

(Supersedes Exhibit B to Original Lease, as amended)

This site plan or floor plan is used solely for the purpose of identifying the approximate location and size of passenger loading and unloading areas, the vehicle storage area and the location to moor Tenant's Airship. Building sizes, site dimensions, access, common and parking areas, and existing tenants and locations are subject to change at Landlord's discretion.

