ENHANCED USE LEASE

BETWEEN

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION,
AMES RESEARCH CENTER,

AND

U.S. ARMY, on behalf of the U.S. ARMY AVIATION AND MISSILE RESEARCH DEVELOPMENT AND ENGINEERING CENTER

REGARDING


ARMY CONTRACT NO. DACW55-06-D-4201

August 1, 2006
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Exhibit A - Description of Land Plans Outlining the Property
Exhibit B - Personal Property
Exhibit C - Addendum
Exhibit D - List of Environmental Reports
Exhibit E - Deed Plan
This Enhanced Use Lease (the "Lease") is made as of August 4, 2006 (the "Commencement Date") by and between the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, acting by and through Ames Research Center located at Moffett Field, California ("Landlord"), and U.S. ARMY, acting by and through the U.S. ARMY CORPS OF ENGINEERS SACRAMENTO DISTRICT located in Sacramento, California, on behalf of the U.S. ARMY AVIATION AND MISSILE RESEARCH, DEVELOPMENT AND ENGINEERING CENTER ("Tenant"). This Lease is made by Landlord under the authority of section 315 of the National Aeronautics and Space Act of 1958, as amended (42 U.S.C. § 2489c), with reference to the following facts:

A. NASA Ames Research Center and organizations within the Army Materiel Command located on the Property (as defined in section 1.1) have previously entered into various agreements related to joint research programs and the Army's presence at the Property (collectively, the "Prior Agreements"). Landlord has informed the Army and the Army acknowledges that changes to Landlord's missions and programs, and current fiscal realities, require changes to the terms of the parties' relationship.

B. Landlord is willing to lease the Premises (as defined in section 1.1) to Tenant, and Tenant desires to lease the Premises from Landlord, on all of the terms and conditions of this Lease. If there are any collaborative efforts between the parties, those efforts will be documented in separate agreements.

NOW THEREFORE, the parties agree as follows:

ARTICLE I

Premises

1.1 Definitions. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the Term (as defined in section 2.1) and subject to the covenants hereinafter set forth, all of the space in the buildings (each, a "Building" and collectively, the "Buildings") specified in Exhibit A attached hereto, together with that portion of Building 215 specified in Exhibit A attached hereto (collectively, the "Premises") located in NASA Ames Research Center, Moffett Field, California 94035-1000 (the "Property"). The Premises are outlined on the plans included within Exhibit A attached hereto, and the gross area of the Premises and each Building is set forth in Exhibit A. Landlord and Tenant agree that, for purposes of this Lease, the Premises and the Buildings in which the Premises are located each contains the number of square feet of building area specified on Exhibit B attached hereto. During the Term, Tenant shall have the non-exclusive right, in common with 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) of the Property that are designated by Landlord as common areas and not allocated or assigned for the use of another tenant or user of the Property.
3.2 Use of Personal Property and Equipment. During the first ninety (90) days of the Initial Term, the parties shall prepare a list of Landlord's personal property, furniture, fixtures, and equipment (collectively, "Landlord's Personal Property") located in the Premises as of the Commencement Date and which Tenant desires to use during the Term, and the parties shall execute a bill of sale agreement covering such Landlord's Personal Property. If there are items of Landlord's Personal Property that Tenant does not desire to use, then, provided the same is not affixed or attached to any of the Buildings and can readily be removed at reasonable cost (as determined by Landlord), Landlord shall remove the same at its cost. During the Term, Landlord grants to Tenant a bailment to use all of Landlord's Personal Property identified on the list to be attached to the Lease as Exhibit A. If Tenant decides to dispose of any item of Landlord's Personal Property set forth on Exhibit A, Tenant shall notify Landlord and the parties shall meet and confer on the disposition of such item. During the Term, Tenant may use, but shall not be obligated to replace any item of Landlord's Personal Property that Tenant deems necessary. Upon the expiration or earlier termination of this Lease, Tenant shall return to Landlord all of Landlord's Personal Property listed on Exhibit A in usable condition, reasonable wear and tear excepted (excluding those items of Landlord's Personal Property which, in the ordinary course of Tenant's operations, are used, consumed or destroyed, including any items of Landlord's Personal Property that Tenant has chosen to acquire in connection with the operation of the Premises). Provided, however, if Landlord becomes a non-federal agency or subdivision, then Tenant shall promptly return Landlord's Personal Property to the original Landlord. Tenant shall have no further obligations towards Landlord with respect to Landlord's Personal Property and Tenant shall cease using Landlord's Personal Property on or before the date which is ninety (90) days after the Commencement Date. Tenant shall update its own inventory of its personal property, furniture, fixtures and equipment (collectively, "Tenant's Personal Property") located at the Property and deliver the same to Landlord during the Term. Landlord agrees to maintain such inventory at Tenant's Personal Property on Landlord's premises database and reporting system.

3.3 Termination of Prior Agreements. Effective as of the Commencement Date, the parties hereby agree that the Prior Agreements are terminated and are of no further force. Termination of the Prior Agreements pursuant to this section 3.3 shall not affect any rights or obligations which exist under the Prior Agreements prior to the Commencement Date or any obligations which, pursuant to the terms of the Prior Agreements, survive the termination of the same.
ARTICLE 2
Term

2.1 Initial Term of Lease. The initial term of this Lease shall be for five (5) years (plus the period between the Commencement Date and September 30, 2006) commencing on the Commencement Date and, unless sooner terminated as herein provided, shall terminate on September 30, 2011 (the "Initial Term"). Landlord shall deliver possession of the Premises to Tenant on the Commencement Date. During the Term, Tenant shall use the Premises and the Buildings solely for the uses specified for each Building on Exhibit A attached hereto, and such ancillary uses as is ordinary and reasonably necessary to support each such specified use, and for lawful purposes incidental thereto, and no other purpose whatever. Tenant accepts the Premises and Landlord's Personal Property in its current "As Is" condition. Tenant agrees that Landlord has made no representations or warranties regarding the condition of the Premises or Landlord's Personal Property, nor any covenant to make any repairs or improvements to the Premises before the Commencement Date.

2.2 Extended Terms of Lease. The initial term of this Lease shall be automatically extended for a term of five (5) years ("Extended Term") unless either party delivers a notice to the other party terminating this Lease. Any such termination notice must be delivered by March 31 of the last year of the then current term. There shall be no more than four (4) Extended Terms, and in no event shall the term extend beyond September 30, 2031. As used in this Lease, the term "Term" shall mean collectively the initial Term and all Extended Terms, as applicable.

ARTICLE 3
Consideration

3.1 Consideration. During the Term, Tenant shall pay to Landlord the amounts set forth on Exhibit C attached hereto as consideration for the leasing of the Premises, which amount shall be payable in Landlord for the costs of all ASP Services (as defined in section 3.4(c)); Utilities (as defined in section A.6(b)); ASP Services (as defined in section 3.4(b)); and for all Demand Services (as defined in section 3.4(b)) requested by Tenant and provided by Landlord (pursuant to any Support Agreement (as defined in section 2.2.3) or otherwise. All payments shall be made quarterly in advance on the first day of each calendar quarter during the Term, provided, however, Tenant shall pay the estimated consideration due during the calendar quarter in which the Commencement Date occurs within thirty (30) days after the Commencement Date.

3.2 Procedure. The consideration payable by Tenant shall be calculated and paid in accordance with the following procedures:

(a) Immediately following the expiration of this Lease and thereafter promptly following the beginning of each Government fiscal year, Landlord and Tenant shall execute a "Support Agreement" covering the current fiscal year and remaining portion thereof. The then current consideration and costs of services shall be set forth on such Support Agreement.

(b) Consideration for services and improvements therefor shall be consistent with Applicable Laws and Landlord's policy, including overhead charges imposed on reimbursable

--end--
If the Term commences or ends on a day other than the first or last day of the Government’s fiscal year, respectively, the amount payable by Tenant applicable to the fiscal year in which such 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 to be performed after such termination.

If any payment of estimated costs for services by Tenant exceeds the actual costs of such services, then the excess amount shall be credited against the next quarterly payment therefor. If the Lease is terminated, such amount shall be refunded to Tenant. If any such estimated payment is less than the actual costs of such services, Tenant shall pay the amount due promptly after Landlord delivers to Tenant notice of the amount due.

Payment Address. Tenant shall pay all consideration under this Lease to “NASA Ames Research Center” at the following address or to such person or at such other place as Landlord may from time to time designate in writing:

NASA Ames Research Center
Financial Management Division
Mail Stop 201-18
 Moffett Field, CA 94035-1000

After Collection Agent

Certain Definitions. As used in this Lease, the following terms shall have the following meanings:

Airfield Shared Pool Services ("ASP Services") are comprised of: (a) air traffic control; (b) common grounds and property, repair and road maintenance; (c) support; (d) crash fire/traffic response; and (e) secure base operations, support and management oversight related to this Lease. Currently, ASP Services and Landlord's method to calculate the costs thereof are referred to as the "Moffett Federal Airfield Pool," and are more particularly described in the certain document entitled "Services and Cost Sharing Methodologies for Resident Agencies, NASA Ames Research Center, Moffett Field, California" dated as of September 2009, as revised, for Fiscal Year 2009.

"Demand Services" shall mean all telecommunications and data communications services (including installation and connection to the Property's Internet systems), waste and refuse collection, and any other materials or services furnished by Landlord directly or indirectly to, for the benefit of, or used by Tenant or about the Premises.

Instrumental Shared Pool Services ("ISP Services") are comprised of: (a) common grounds and road maintenance; (b) security; (c) structural fire response and periodic Fire Marshal inspections; (d) first response operations; (e) hazardous material (as defined in section 4211); (f) utility infrastructure systems maintenance and repair; (g) certain administrative support and management oversight (not environmental oversight) related to this Lease.
Currently, B&J Services and Landlord's method to calculate the costs thereof are more particularly described in the Blue Book.

A4) "Utilities" shall mean all gas, electricity and other power services, and sewer services, and any other utilities (including water, but only if Landlord may provide water pursuant to Applicable Laws and furnished by Landlord directly or indirectly so, for the benefit of, or used by Tenant on or about the Premises.

ARTICLE 4
Use of the Premises

4.1 Permitted Use During the Term, Tenant shall use the Premises solely for the purposes set forth in Section 2.2, and no other purpose whatever. 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, or tenants or any of them. Tenant shall not receive, store or otherwise handle any product or material that is explosive or highly inflammable, except in accordance with Applicable Laws and after delivering at least thirty (30) days prior notice to Landlord. Tenant shall not install any signs on the Premises without the prior written consent of Landlord. Tenant shall at Tenant's expense, remove all such signs prior to or upon termination of this Lease, repair any damage caused by the installation or removal of such signs, and restore the Premises to the condition that existed before installation of such signs.

4.2 Environmental Hazards. As used in this Lease, "Hazardous Material" shall mean any substance that is defined under any Environmental Law or defined below as a hazardous substance, hazardous waste, hazardous material, pollutant or contaminant, or a petroleum hydrocarbon, including crude oil or any fraction or mixture thereof, radionuclides, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic or a reproductive toxin, or any other substance for which regulations are promulgated by any Environmental Law. As used in this Lease, "Environmental Law" shall mean all Federal, state and local laws, statutes, ordinances, regulations, rules, judicial and administrative orders and decrees, permits, licenses, approvals, authorizations and similar requirements of all Federal, state and local governmental agencies (including Landlord or any other governmental authorities pertaining to the protection of human health and safety or the environment, now existing or hereafter adopted during the Term. As used in this Lease, "Permitted Activities" shall mean the lawful activities of Tenant that are part of the ordinary course of Tenant's business in accordance with the permitted uses of the Premises set forth in Section 4.1. As used in this Lease, "Permitted Material" shall mean the materials handled by Tenant in the ordinary course of conducting Permitted Activities.

4.3 Environmental Requirements. Tenant understands the Property is underlain by a plume of contaminated groundwater that comprises two superfund sites: the former Naval Air Station Moffett Field and the Middlefield-Moffett-Wilson site. Tenant understands that the groundwater is contaminated with jet fuels and petroleum hydrocarbons. Tenant hereby acknowledges receipt of the environmental reports listed on Exhibit D.

161 During the first three (3) months of the Initial Term, Tenant will develop a detailed hazardous waste spill prevention plan to prevent the release of additional Hazardous
Material and to prevent Tenant or its employees, agents or contractors from exacerbating or causing a release of the existing Hazardous Material.

(c) 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; (iv) Tenant shall at all times comply with all applicable Environmental Laws; (v) Tenant shall not engage in the storage, treatment or disposal on or about the Premises of any Hazardous Material except for any temporary accumulation of waste generated in the course of Permitted Activities; and (vi) Tenant shall not install any aboveground or underground storage tank on any subsurface line for the storage of or transfer of any Hazardous Material, except in accordance with Environmental Laws. (vi) Tenant shall store all Hazardous Materials in a manner that protects the Premises, the Building, the Property and the environment from accidental spills and releases. (vi) Tenant shall not cause or permit to occur any release of any Hazardous Material in any condition of pollution or presence on or about the Premises, whether aboveground, underground or otherwise, and (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, Tenant shall remove from the Premises all Hazardous Materials and all Permitted Materials handled by or permitted on the Premises by Tenant, and (viii) any release of a Hazardous Material to the environment, or any condition of pollution or presence, occurs on or about or beneath the Premises or any of the Buildings as a result of any act or omission of Tenant or its agents, employees, contractors, invitees, licensees or licensees. Tenant, at Tenant's sole cost and expense, shall promptly undertake all reasonable measures required to clean up and abate or otherwise respond to the release, pollution or presence in accordance with all applicable Environmental Laws.

(d) With respect to clause (c)(ii) and (c)(v) above, Tenant's activities will be included in Landlord's site wide permits and plans, as applicable, such as the Spill Prevention Control and Countermeasures Plan, the Storm Water Pollution Prevention Plan, the External Hazardous Waste Permit, the above ground storage tank statement, the Sunnyvale Industrial Waste Water permit, the Environmental Resources Management Plan. The costs of coverage in these and other site wide plans is included in the consideration payable by Tenant pursuant to Article 3. Tenant shall promptly supply information to Landlord's Environmental Office that is needed to complete these documents, and Tenant shall comply with the conditions of these permits.

2.4 Compliance with Law. Tenant shall, at Tenant's sole cost and expense, promptly comply with all Federal, state and local laws, ordinances, rules, regulations, codes (including the Uniform Building Code), orders and other requirements of any government or public authority (including Landlord) now or hereafter in force, with all requirements of any board of fire underwriters such as the National Fire Protection Association ("NFPA") or other similar body now or hereafter constituted, whether any thereof relate to or are required by the condition, use or occupancy of the Premises or the operation, use or maintenance of any personal property, fixtures, machinery, equipment or improvements on the Premises (referred to as "Applicable Law"). Without limiting the foregoing, Tenant shall comply with all
policy directives, procedural requirements, procedures and guidelines and standards promulgated by Landlord or NASA Ames Research Center from time to time, including with respect to construction activities. In any case, local, state, federal, preservation, health, safety, security and environmental standards (including Environmental Laws). Notwithstanding the immediately preceding sentence, Tenant shall not be obligated to comply with Ames Policy Directive 1700.1, except with respect to explosives materials, radioactive materials (as defined by the Nuclear Regulatory Commission’s Class I, II, or III or radioactive or radio frequency transmission, syngas, pressure systems, or bioluminescent that require Center for Disease Control Bloodborne Pathogen 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 such establishment, requirements for, or conditions of approval before Tenant manufactures, uses, stores or transports any such items. This Lease does not grant Tenant any rights to use the NASA or NASA Ames Research Center name, initials or logo. Tenant agrees to submit to Landlord for its approval all material that uses the NASA’s or NASA Ames Research Center name, initials or logo prior to publication. Approved by Landlord shall be based on Applicable Laws (e.g., 42 U.S.C. §§ 2050a, 2472(a) and 2472(b)) and 14 C.F.R. §§ 221.100 and 221.100 at seq. Final policy governing the use of the words "National Aeronautics and Space Administration” and the others “NASA.”

4.5 Rules and Regulations. The use and occupancy of the Premises shall be subject to such reasonable rules and regulations as may be promulgated from time to time by the NASA Ames Research Center Director or his or her representative covering various matters, including operations, security, access, communications or other aspects of the utilization of the Property.

4.6 Entry by Landlord. Landlord shall have the right to enter the Premises upon reasonable prior notice (which may be oral or written) provided to Tenant’s Administrative FOC (as defined in section 13.2)除外 in case of an emergency or other circumstance in which prior notice cannot reasonably be given in order to (a) inspect the Premises, including the storage, use and handling of any Hazardous Materials, (b) determine whether Tenant is performing all of Tenant’s obligations, (c) supply any services to be provided by Landlord and (d) make any repairs to any adjacent space or facilities, or make any repairs, alterations or equipment, on any other portion of the Property, provided all such work shall be done as promptly as reasonably practicable, and so as to cause as little inconvenience to Tenant as reasonably practicable. Landlord also specifically reserves the following rights: (i) to control ingress to and egress from the Property, to erect and maintain gates, and to regulate or prevent traffic and (ii) on behalf of Landlord, the United States Environmental Protection Agency, the State of California and other entities and governmental agencies that are involved in the remediation of, or that are responsible for remediation, existing contamination on or about the Property, the right to have unobstructed 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 purpose of complying with Environmental Law and requirements. All locks, for all doors to, or on about the Premises, including Tenant’s vaults, sales and similar special security areas designated in writing by Tenant shall be keyed to the master system for the Property. Tenant shall at all times have a key to unlock all such doors and Landlord shall have the right to use any and all means which Landlord may deem proper to open such doors in an emergency to obtain entry to the Premises.
ARTICLE 3
Utilities

5.1 Landlord's Responsibilities. Landlord shall furnish Utilities to the Premises in accordance with Landlord's current practices and standards for the Property, subject to Landlord's own power requirements to operate the Property and other facilities located therein (which shall have priority over the Premises), 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 liable to Tenant for any damage or loss directly or indirectly resulting from any interruption of or failure to supply or delay in supplying any Utilities or any limitations, curtailments, 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.

5.2 Tenant's Responsibilities. Tenant shall pay for all Utilities supplied to the Premises in accordance with Article 3 and the Utility Plan attached hereto as Exhibit 3. Tenant shall make arrangements with appropriate telephone and internet service providers for all telephone and internet connection services to be provided directly to Tenant, and Tenant shall pay the costs thereof to the entity providing the same.

5.3 Electrical Meters. The parties acknowledge that some of the Buildings are not currently separately metered. On or before September 30, 2007, each party agrees to install, at its own expense, those electrical meters specified in the Utility Plan attached hereto as Exhibit 3.

ARTICLE 6
Maintenance and Repair

6.1 Landlord's Obligations. Landlord shall maintain and repair the common areas of the Property, and keep them in good condition, reasonable wear and tear excepted. The parties agree that, for purposes of this Article 6, the common areas of the Property extend: (a) with respect to each Utility system, to the point of connection to each Building described herein, and shown on the Utility Plan attached hereto as Exhibit 3; and (b) with respect to any common areas of the Property other than the Utility systems, to the point which is 100 feet from the exterior walls of each Building. With respect to Building 211, Landlord shall maintain the interior portion of Building 211 that is not part of the Premises and that is rented by Tenant for its use and occupancy. 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. Any damage to any part of the Property for which Landlord is responsible that is caused by Tenant or any agent, employee, contractor, invitee, permittee or licensee of Tenant shall be repaired by Landlord at Tenant's expense and Tenant shall pay to Landlord, promptly following billing by Landlord, an additional consideration under this Lease, the cost of such repairs incurred by Landlord.

6.2 Tenant's Obligations. During the Term, Tenant shall, at Tenant's sole cost and expense, maintain and repair the Premises and the Buildings and every part thereof and all equipment, fixtures and improvements therein, and Landlord's Personal Property provided,
However, if Landlord becomes a new Federal agency or subdivision, then Tenant shall promptly return Landlord's Personal Property to the original Landlord. Tenant shall have no further obligation towards Landlord with respect to Landlord's Personal Property and Tenant shall cease using Landlord's Personal Property, and keep all of the Tenancy's stored and in good order and operating condition, ordinary wear and tear excepted. Tenant agrees that its obligations under this section 5.7 include: (a) to provide to each utility system, to the applicable point of connection described in, and shown on the Utility Plan attached hereto as Exhibit E; and (b) with respect to any common areas of the Property other than utility systems serving the Buildings, to the point which is five (5) feet from the exterior walls of each Building. Tenant shall promptly repair any damage to the Premises caused by Tenant or any agent, employee, contractor, invitee, or licensee of Tenant. Landlord may give Tenant written notice of the need for any maintenance or repair for which Tenant is responsible after which Tenant shall have thirty (30) days to perform the maintenance or make the repair. If Tenant fails to perform the maintenance or make the repair, then Landlord may, at its option, perform the maintenance or make the repair, the cost of which shall be paid by Tenant to Landlord as additional rent within thirty (30) days after written demand. Tenant shall, at the end of the Term, surrender to Landlord the Premises and all alterations, additions, fixtures and improvements, thereof or thereon in the same condition as when received, ordinary wear and tear excepted.

ARTICLE 7
Alterations

7.1 Alterations by Tenant. Tenant shall not make any alterations, additions or improvements to the exterior of the Premises or any Building, or to the portions of the Property adjacent to the Property, or attach any fixtures or equipment thereto, without Landlord's prior written consent. Any such alterations, additions and improvements made to the Premises shall be made only at Tenant's sole cost and expense as follows:

(a) Tenant shall submit to Landlord, for Landlord's written approval, complete plans and specifications for all work to be done by Tenant. Such plans and specifications shall be prepared by a responsible licensed architect and engineer, shall comply with all Applicable Laws, shall not adversely affect any systems, components or elements of any Building on the Property, shall be in a form sufficient to secure the approval of all government authorities with jurisdiction over the Property, and shall be otherwise satisfactory to Landlord in Landlord's reasonable discretion.

(b) Tenant shall obtain any permits for the work required from the Ames Construction Permit Office in accordance with Ames Policy Directive 9129.1. In addition, Tenant shall obtain OSHA permits from the NASA Safety, Health and Medical Services Division during normal business hours at least twenty-four (24) hours prior to performing any welding, cutting, torching or similar open flame work. Tenant shall engage responsible licensed contractor(s) to perform all work. Tenant's contractors shall carry such liability and worker's compensation insurance as Landlord may reasonably require with respect to the work. Landlord and its employees shall be named as additional insureds on all liability policies. Tenant shall perform all work in accordance with the applicable plans and specifications, in a good and workmanlike manner, in compliance with all Applicable Laws. Tenant shall pay to Landlord all direct costs.
and shall reimburse Landlord for all expenses incurred by Landlord in connection with
the review, appraisal and supervision of any alterations, additions or improvements made by Tenant.

7.2 Disposition of Property. All alterations, additions, fixtures and improvements, whether temporary or permanent in character, made or in the Premises by Tenant shall be removed by Tenant upon the expiration or earlier termination of this Lease and Tenant shall
return the Premises to its original condition in a condition acceptable to Landlord. Should Tenant abandon any such alterations, additions, fixtures or improvements, they shall remain the
property of the United States Government under Landlord’s custody and shall be retained by
Landlord. If Tenant abandons any alterations, additions, improvements, fixtures, equipment or
other personal property, Tenant shall promptly execute such documents as are reasonably
necessary to transfer custody of any items. All movable furniture, equipment, trade fixtures,
computers, office machines and other personal property (except for Landlord’s Personal
Property) shall remain the property of Tenant. Upon termination of this Lease, Tenant shall, at
Tenant’s expense, remove all such movable furniture, equipment, trade fixtures, computers,
office machines and other personal property from the Property, and repair all damage caused by
any such removal. Termination of this Lease shall not affect the obligations of Tenant pursuant
to this section 7.2 to be performed after such termination.

ARTICLE VIII
Assignment and Subletting

9.1 Prohibitions. Tenant shall not, directly or indirectly, without the prior written
consent of Landlord (which consent may be given or withheld by Landlord’s sole and absolute
discretion, assign this Lease or any interest therein to or sublease the Premises or any part thereof,
or permit the use or occupancy of the Premises by any person or entity other than Tenant.
ARTICLE 10
Events of Default and Remedies

10.1 Default by Tenant. The occurrence of any one or more of the following events ("Event of Default") shall constitute a breach of this Lease by Tenant:

1. Tenant fails to pay any installment or other amount of money or charge payable by Tenant and such failure or breach continues for more than thirty (30) days after the date that Landlord delivers notice that such payment is due and payable or

2. 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 thirty (30) 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 thirty (30) 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 thirty (30) days and, having so commenced, thereafter prosecutes with due diligence and dispatch and completes the curing of such failure or breach.

10.2 Landlord's Default. If Landlord fails to perform or breaches any agreement or covenant of this Lease to be performed or observed by Landlord, Tenant shall give written notice to Landlord specifying such failure or breach, and Landlord shall have thirty (30) days after receipt of such notice within which to cure the same; provided, however, that if by the nature such failure or breach cannot reasonably be cured within such period of thirty (30) days, Landlord shall not be in default as long as Landlord commences with due diligence and dispatch the curing of such failure or breach within such period of thirty (30) days and, having so commenced, thereafter prosecutes with due diligence and dispatch and completes the curing of such failure or breach.

10.3 Remedies. Upon an Event of Default occurs or if Landlord breaches this Lease, the non-defaulting party shall have the right at any time to give a written termination notice to the other party and, on the date specified in such notice, Tenant's right to possession shall terminate and this Lease shall terminate. Upon such termination, Landlord shall have the full and immediate right to possession of the Premises and Landlord shall have the right to recover from Tenant all unpaid amounts due from Tenant pursuant to this Lease.

10.4 Landlord's Right to Terminate. Notwithstanding any other provision of this Lease, Landlord may terminate this Lease in accordance with 14 C.F.R. §1204.584.

10.5 Procedures.

(a) This section 10.5 shall not apply to any dispute between Landlord and Tenant and their respective contractors or their agents.

(b) If either party believes that a dispute exists under this Lease, then each party may elect to declare a dispute by delivering to the other party a "Dispute Notice" that describes the nature of the dispute in reasonable detail and shall include the following procedure for dispute resolution set forth in this section 10.5. If a dispute is so declared, the individual(s) identified by the parties for the receipt of these notices pursuant to section 10.5 shall execute and communicate (in person, by telephone, telecopy or otherwise) the written notice of dispute within thirty (30) days as to Landlord and Tenant shall be the dispute resolution mechanism for disputes in this Lease. A written notice of dispute shall be delivered by hand to the address set forth in this Lease or by regular mail, certified mail, return receipt requested, or overnight mail, prepaid, and shall be deemed to have been served on the date of actual delivery or, if delivered by mail, on the third business day after the date of mailing.
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 each such individual's supervisor or manager. Such supervisors or managers 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 supervisors or managers are unable to resolve the dispute within that thirty (30) day period, then the dispute shall be referred to the Director of NASA Ames Research Center and Tenant's Contracting Officer for their respective disagreement, 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 to a good faith effort to resolve the dispute. 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 Agreement or which is otherwise available at law or in equity.

(8) This section (8) shall apply to the extent Landlord or its successor-in-interest to this Lease is not a Federal agency. All disputes arising under this Lease shall be resolved according to the Contract Disputes Act of 1978 (41 U.S.C. §601 et seq.).

ARTICLE 11
Damage or Destruction

11.1 Restoration. If any Building or the Premises, or any part thereof, is damaged by fire or other casualty before the Commencement Date or during the Term, and this Lease is not terminated pursuant to section 11.2, Landlord shall repair such damage and restore such Building and the Premises to substantially the same condition in which such Building and the Premises existed before the occurrence of such fire or other casualty and this Lease shall, subject to this section 11.1, remain in full force and effect. If each fire or after casualty damages the Premises or certain areas of the Property necessary for Tenant's use and occupancy of the Premises and (2) no damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees or lessees, then, during the period the Premises is rendered unusable by such damage, Tenant shall be entitled to a reduction in the consideration payable pursuant to Article 7 in the proportion that the area of the Premises rendered unusable by such damage bears to the total area of the Premises. Landlord shall not be obligated to repair any damage or, in lieu thereof, make any replacements of any alterations, additions, repairs or improvements made by Tenant or any of Tenant's fixtures, equipment, trade fixtures or personal property in the Premises. Tenant shall, at Tenant's sole cost and expense, repair and replace all such alterations, additions, fixtures, improvements, movable furnishings, equipment, trade fixtures and personal property.

11.2 Termination of Lease. If any Building or the Premises, or any part thereof, is damaged by fire or other casualty before the Commencement Date or during the Term and the repairs and restoration work to be performed by Landlord in accordance with section 11.1 cannot be reasonably completed by Landlord, be completed within two (2) months after the occurrence of such fire or other casualty, then Landlord shall have the right, by giving written notice to Tenant within sixty (60) days after the occurrence of such fire or other casualty, to terminate the Lease with respect to such Building and the area of such notice. If Landlord does not exercise the

Amy E.H. 9/24/96
11
right to terminate this Lease with respect to such Building as agreed with this Section 14.2. Landlord shall repair such damage and restore such Building and the Premises in accordance with Section 14.3 and this Lease shall, subject to section 14.4, remain in full force and effect. A total destruction of any Building shall automatically terminate this Lease with respect to such Building effective as of the date of such total destruction.

ARTICLE 15
Subordination and Sale

15.1 Subordination. This Lease shall be subject and subordinate at all times to the lien of all mortgages, deeds of trust, interests, rights of way and other matters affecting title to the Property (whether or not of record) which may now exist or hereafter be placed on or against the Property or interest in the estate therein, all without the necessity of having further instruments executed by Tenant to effect such subordination. Notwithstanding the foregoing, in the event of a foreclosure of any such mortgage or deed of trust by or for any other action of proceeding for the enforcement thereof, or of any sale thereunder, this Lease shall not be terminated or extinguished, nor shall the rights and possession of Tenant thereunder be disturbed, and Tenant shall return to the person who acquired Landlord’s interest thereunder through any such mortgage or deed of trust.

15.2 Sale of the Property. If the original Landlord Seller/Owner, or any successor owner of the Property, sells or conveys the portion(s) of the Property on which any or all of the Buildings are located, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease assuming after such sale or conveyance shall terminate and the original Landlord, or such successor owner, shall automatically be released therefore, and thereafter all such liabilities and obligations shall be binding upon the new owner. If the seller elects to sell or convey the portion(s) of the Property on which any or all of the Buildings are located to any person or entity other than the owner or owner’s successor, the right to terminate this Lease within five hundred days after the date such sale or conveyance.

ARTICLE 16
Notices

16.1 Notices. All requests, approvals, consents, and other communications under this Lease other than items covered by section 16.2 below concluded, without limitation, any notice of default, any notice terminating this Lease, any Dispute Notice, or any request to assign the Lease or sublet the Premises pursuant to Article 9 of this Lease shall be properly given only if made in writing and either delivered by hand to the United States mail, postage prepaid, sent by return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery service) or by express, or sent via facsimile, and addressed to the applicable party at such office, place or address as the party may from time to time designate to a written notice to the other party. Such requests, approvals, consents, and other communications shall be effective as of the date of receipt (expected by such party on receipt).
any such request, approval, consent, or other communication is not received or cannot be
delivered due to a change in the address of the receiving 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.

It’s Landlord

Name: Deputy Director
Address: NASA Ames Research Center
Mail Stop 250-1
Moffett Field, CA 94035

Telephone: (650) 604-2860
Facsimile: (650) 604-3780

It’s Tenant

Name: Chief of Real Estate
Address: U.S. Army Corps of Engineers
Sacramento District
ATTN: CESC-KRF-44-R
Sacramento, CA 95814

Telephone: (916) 557-5818
Facsimile: (916) 557-7865

13.2 Administrative POCs. The personnel listed below are hereby designated as each
party’s administrative and operational point of contact (each, an "Administrative POC"). Among
other things, the Administrative POCs shall be the primary point of contact between the parties
to discuss and address routine administrative and operational issues related to the operation of
the Premises and Tenant’s presence at the Property. All routine requests, approvals,
consents, notices and other communications under this Lease shall be given orally by telephone
or in writing and deposited in the United States mail, or delivered by hand, or sent via facsimile
or electronic mail, and addressed to the other party’s Administrative POC (or to such other
personnel or place at a party may from time to time designate by a written notice to the other
party).

Landlord’s Administrative POC

Name: Tony R. Carugno
Address: Mail Stop 250-1
Building 270, Room 250
Moffett Field, CA 94035

Telephone: (650) 604-2860
Facsimile: (650) 604-3780
Email: tonyr.carugno@nasa.gov

Tenant’s Administrative POC

Name: Wayne D. Mosher
Address: Mail Stop 240-3
Building 269, Room 240A
Moffett Field, CA 94035

Telephone: (650) 604-1294
Facsimile: (650) 604-0964
Email: woodlandreal.estate.gov

13.3 Casualties and Mishaps

(a) For purposes of this Lease, the following terms shall have the following
meanings: "Casualty" is any occurrence of a condition of employee, tenant, or
which there is an injury, or only property injury or damage, or property or
equipment or loss less than one thousand dollars (1,000), but which possesses a potential to cause a
Mishap (as defined below). "Mishap" shall mean an unexpected event or about the

Page 12, Page 02/20/14
401 In addition, if a Mishap involves the death of an employee, or the hospitalization for inpatient care of three or more employees, then as soon as possible after the Mishap but in no event more than eight (8) hours after Tenants has knowledge of any such Mishap, Tenant shall notify both the Occupant Safety and Health Administration ("OSHA") by telephoning the area office nearest the site of the Mishap or OSHA's toll-free number, 1-800-321-6642 and the NASA Ames Safety, Health, and Medical Services Division at 650-854-5602.

402 The Director of NASA Ames Research Center reserves the right to investigate any Mishap in accordance with Landsford's policies and procedures.

ARTICLE 18
Further Assurances

18.1 Further Assurances. Each party shall use reasonable efforts to perform its responsibilities and obligations under this Lease. During the Term, the parties agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper to carry out the purpose of this Lease in accordance with this Lease.

18.2 Cooperation. The parties agree to cooperate with each other to minimize adverse impacts and unreasonable interference with, the other party's operations and activities and about the Property. Without limiting the foregoing, at least once each calendar quarter, the parties will coordinate their respective activities at each of the premises to minimize unforeseen events and to agree upon any matters of mutual interest related to the operation and activities at the Premises and Property. Such matters may include, but will not be limited to (a) Tenant's schedule of tests and operations in the Premises (including a list of the date of each test and operation, and whether the operation is expected to produce hazardous substances or materials); (b) Tenant's schedule of maintenance, repair, or other necessary access requests to the Premises and other adjacent equipment, repair, maintenance, and other work to be accomplished in the Premises that may impact operation or testing in the Premises; (c) preparing and updating privacy plans for coordinating access to the public and media; (d) preparing and updating privacy plans for coordinating access to the public and media; (e) preparing and updating privacy plans for coordinating access to the public and media; (f) preparing and updating privacy plans for coordinating access to the public and media; (g) preparing and updating privacy plans for coordinating access to the public and media; and (h) preparing and updating privacy plans for coordinating access to the public and media. The parties shall also agree to cooperate with each other to minimize interruptions of utility services, and to provide as much advance notice as possible of the need to disrupt utility service for maintenance work or other needs. If any utility service is interrupted or reduced as a result of an emergency, order of any governmental or governmental agency or other cause beyond the
reasonable control of the parties, then the parties agree to restrict or reduce the consumption of such utility proportionately during the period of such service interruption or reduction.

ARTICLE 12
Miscellaneous

12.1 Usage: The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." 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 successors and assignees of Landlord and Tenant. 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. Tenant shall not record this Lease or any memorandum or short form of it.

12.2 Not 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 exact upon the performance by Landlord or Tenant in strict accordance with this Lease. The subsequent acceptance of consideration hereunder by Landlord or the payment of consideration by Tenant shall not waive any preceding breach by Tenant of any covenant in this Lease, nor shall any Event of Default other than the failure of Tenant to pay the particular consideration be accepted, regardless of Landlord or Tenant's knowledge of such preceding breach or the lack of acceptance of payment of such consideration.

12.3 Exhibits: The exhibits and any other attachments specified in this Lease are attached to and made a part of this Lease.

12.4 Entire Agreement: There are no oral agreements between Landlord and Tenant affecting the Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, offers, agreements and understandings, oral or written, if any, between Landlord and Tenant with respect to the subject matter of this Lease, the Premises or the Property. There are no commitments, representations or warranties 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 warranties shall be solely upon commitments, representations and warranties expressly set forth in this Lease. This Lease may not be amended or modified in any respect whatever except by an agreement in writing signed by Landlord and Tenant.

12.5 Governing Law: The laws of the United States shall govern the validity, construction and effect of this Lease. In references 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.

12.6 Anti-Discrimination Act: Landlord's and Tenant's duty to perform its respective obligations under this Lease is subject to the availability of segregated 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 USC § 3341.

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

Tenant

U.S. ARMY, acting by and through the U.S. ARMY CORPS OF ENGINEERS
SACRAMENTO DISTRICT

[Signature]

Alison Cain
Chief Real Estate Division

Landlord

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

[Signature]

S. Peter Warden
Deputy, Ames Research Center

Army Dec. 11, 2000

SAARC-010547


**Exhibit A**

**Description of Technology Centers, the Premises**

The site plans or floor plans, consisting of sixteen (16) pages following this first page of this Exhibit A are used solely for the purpose of identifying the approximate location and size of the Premises. Building sizes, see dimensions, access, common and parking areas, and existing tenant and locations are subject to change at Landlord’s discretion.

### Army Institutional Share Pool Cost

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**Assumptions**

1. Weighting factors are from base floor area to 80,000 square feet.
2.ARC Health Unit square.
3. All square feet, removed.

**Area: 761 Total 97,008**

**SUM: 401847**
Exhibit A - Pages 2-18 redacted in its entirety under Exemption 7(E), 7(F)
Exhibit A
Lessor Personal Property
[To Be Attached During the First Ninety (90) Days of the Initial Term Pursuant to Section 1.2]
EXHIBIT C

Consideration

In consideration of the lease of the Premises, Tenant agrees to pay the following amounts and to perform the following obligations:

Tenant shall pay to Landlord costs for ISP Services and for Demand Services as more particularly set forth in the Lease to which this Exhibit C is attached. For fiscal year 2006, the amounts included as costs of ISP Services and the weighting factors applied to the area of the Premises are determined in accordance with the Blue Book, resulting in an estimated cost for ISP Services for fiscal year 2006 of $355,000.

Tenant also shall pay to Landlord such other amounts as may be due in accordance with such Lease or any Support Agreement executed pursuant to the Lease.

Tenant shall perform at its expense, the maintenance obligations set forth in section 6.2 of the Lease. Upon the expiration or earlier termination of the Lease, Tenant shall surrender the Premises and restore all or certain property at cost as specifically provided in sections 6.2 and 7.2 of the Lease.
### List of Environmental Reports

#### Reports Pertaining to:

**Area of Investigation (AOI):**

- AOI 3 East
- AOI 4

**Orion Park Phase:**

The following Lead and Asbestos Reports for Buildings 248, 246, 246A, 247, 248, and 112B are available:

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This Utility Plan and Forms of Connection sets forth (i) the method by which consumption will be measured and charged for each of electricity, natural gas, water and sanitary sewer and (ii) drawings delineating the points of connection for the natural gas systems. The parties agree that the points of connection for water, sanitary shall be the point which is five (5) feet from the exterior walls of Building 213, 219A, 246, 248A, 1586, 249C, and 249H.

A. Explanatory

1. Description of electrical system operation and maintenance responsibilities
   - The table below delineates the delineation points for Landlord and Tenant distribution system responsibilities.
   - Ames Power Management System (APMS). Meters within Tenant areas will remain responsibility of Landlord.
   - Maintenance and testing of the Protective Relays within Tenant areas will be the responsibility of Landlord.

2. Electrical Energy Use Determination
   - The table below delineates how the electrical energy use will be determined for the buildings leased by Tenant.
   - The table defines which points are Landlord energy and which are Tenant energy.
   - The APMS will be programmed by Landlord to compile the energy use data for Tenant.

3. Tenant Electrical Energy Cost Rate
   - PAE/Ames Research Center's electrical service provider is the Department of Energy's Western Area Power Administration (Western). The electrical power supplied to Landlord is a combination of power from Western's federal hydro power resources and the electrical power market (supplemental) power purchased specially for Landlord by Western. The rate varies daily as a function of market conditions.
   - Tenant Rates
     - Energy costs each month will be based on a running 12-month average energy rate plus, in case of new Wind Tunnel facilities on the PAE/Ames campus, and the energy terms as determined in the table below.

Anna E. T. Pretorius

SAVI Design
Exhibit E - Pages 2-9 redacted in its entirety under Exemption 7(E), 7(F)