

NASA AMES RESEARCH CENTER
ENHANCED USE LEASE
Basic Lease Information

Date: July 31, 2007.

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

Tenant: H211, LLC, a California limited liability company.

Premises (section 1.1): (a) Room 101 consisting of approximately 65,513 square feet of building area (the "Hangar Bay"), (b) rooms 130, 130A, 133, 134, 135, 136, 137, and 138 consisting of approximately 3,803 square feet of building area (the "Shop Space") and (c) room 103 consisting of approximately 461 square feet of building area (the "Office Space"), all outlined in Exhibit A and located within Building 211 (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.

Initial Term (section 2.1): Two (2) years, subject to the right to extend the Initial Term set forth in section 2.1(b).

Commencement Date (section 2.1): August 1, 2007.

Expiration Date (section 2.1): July 31, 2009.

Monthly Gross Rent (dollars per month) (section 3.1(a)): \$113,365.74

Non – Monetary Consideration (section 3.1(d)): An amount equal to Tenant's actual, out – of – pocket costs (not to exceed \$123,325.00) to perform the work identified on attached Exhibit F.

Security Deposit (section 3.3): None.

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 Hangar Bay solely for the storage, support and servicing of Stage III or quieter turbine – powered aircraft that are majority owned or leased by Tenant's principal executives. Tenant shall use and occupy the Shop Space solely for support services ancillary to Tenant's use of the Hangar Bay, including

storage of records related to Tenant's aircraft. Tenant shall use the Office Space solely for office purposes, including storage of records related to Tenant's aircraft.

Landlord's Address (section 14.1): NASA Ames Research Center
Mail Stop 200 – 1A
Moffett Field, CA 94035-1000
Attn: Mr. Christopher C. Kemp

Tenant's Address (section 14.1): H211, LLC
505 Hamilton Avenue, #210
Palo Alto, CA 94301
Attn: Mr. Ken Ambrose

- Exhibit A – Plan(s) Outlining the Premises
- Exhibit B – Aviation Support Equipment
- Exhibit C – Schedule and Calculation of Monthly Gross Rent
- Exhibit D – Support Agreement
- Exhibit E – List of Environmental Reports
- Exhibit F – Summary of Initial Work to the Premises

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:

H211, LLC, a California limited liability company

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

By 
Ken Ambrose
Vice President


By 
S. Pete Worden
Director, Ames Research Center

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NASA AMES RESEARCH CENTER

ENHANCED USE LEASE

This NASA Ames Research Center Enhanced Use Lease (the "Lease") is made as of the date specified in the **Basic Lease Information**, by and between the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an Agency of the United States ("Landlord"), Ames Research Center located at Moffett Field, California, and the tenant specified in the **Basic Lease Information** ("Tenant"). This Lease is made under the authority of section 315 of the National Aeronautics and Space Act of 1958, as amended (42 U.S.C. §2459j), with reference to the following facts:

R E C I T A L S

A. Landlord is committed to using its resources to the greatest public benefit and thus will take advantage of its unique research capabilities, stock of land, buildings and existing partnerships with state and local government, academia, industry and non-profit organizations to create a center in which Landlord, its collaborative partners and the public can jointly work to advance the study of astrobiology, Earth, life and microgravity sciences, biotechnology; nanotechnology, aeronautical and space technology development, information science and technology; and promote science and technology education, the dissemination of information concerning Landlord's activities, and the commercial use of Landlord's basic research by the private sector.

B. In furtherance of Landlord's missions in astrobiology, Earth, life and microgravity sciences, biotechnology, nanotechnology, aeronautical and space technology, information science and technology, science and technology education, dissemination of information concerning Landlord's activities, and commercialization of Landlord's basic research, this Lease furthers the development of a collaborative research environment on the Property (as defined in section 1.1) in which Landlord, industry and academia are co-located to further foster research related to said activities, as well as other research activities in furtherance of the goals and missions of both Landlord and Tenant.

C. Landlord's policy with respect to its airfield by aircraft owned or leased by private parties has been to limit access to those parties with whom Landlord has a programmatic, collaborative relationship. Use of the airfield by such parties is a supportive element of that relationship, including the physical presence of such parties on other portions of the Property.

D. Landlord's Earth Sciences Division ("Code SG") has a long history of using aircraft measurements to study Earth atmospheric and terrestrial processes. Areas of study include atmospheric chemistry, global climate change, environmental effects of aviation and ozone depletion. Aircraft measurements have also been used for applications such as wildfires, precision agriculture and invasive species.

E. Tenant is beneficially owned by the principal executives of an entity with whom Landlord has a programmatic, collaborative relationship and which plans to establish a physical presence at the Property (the "Partner"). Tenant or its affiliates own or lease the aircraft which will

be stored in the Hangar Bay. Such aircraft regularly operate at the mid to upper troposphere flight levels, and often in the lower stratosphere. Landlord and Tenant are currently preparing a Space Act Agreement, among other things to allow Code SG to place instruments on these aircraft (with integration of the instruments to occur on the Property) and regularly collect Earth observations (atmospheric and terrestrial) in support of Code SG's research and analysis (the "Space Act Agreement"). The concept would be similar to the very successful European community programs (MOSAIC and IAGOS), which make autonomous observations on commercial airline flights. Such data collections by Code SG would be made autonomously essentially whenever and wherever Tenant's aircraft fly. Allowing these aircraft to operate from Landlord's airfield not only supports the broader programmatic relationship between Landlord and the Partner, but also provides a particular research opportunity to Landlord at a greatly reduced cost to Landlord.

F. Landlord has agreed to lease the Premises (as defined in section 1.1) on the terms and conditions set forth in this Lease and for the purposes provided herein to facilitate the development and long-term operation of the collaborative relationship between the Landlord and the Partner and to permit Code SG to collect critical atmospheric chemistry data not otherwise readily available. All collaborative efforts between Landlord and either the Partner or Tenant have been, and will continue to be, documented in one or more separate agreements. The parties acknowledge and agree that the Premises are not being provided to Tenant as government furnished property under any contract or subcontract, and Tenant agrees that it shall not charge or submit for payment any rent (as defined in section 3.1(g)) as a direct cost or charge under any such contract or subcontract.

NOW, THEREFORE, the parties agree as follows.

ARTICLE 1 Premises

1.1 Lease of Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the Term (as defined in section 2.1(c)) and subject to the covenants hereinafter set forth, the space(s) in the Building specified in the **Basic Lease Information** (the "Premises") located at NASA Ames Research Center, Moffett Field, California 94035-1000 (the "Property"). The Premises are outlined on the plan(s) attached hereto as Exhibit A. Landlord and Tenant agree that, for purposes of this Lease, the Premises and the Building in which the Premises are located each contains the number of square feet of building area specified in the **Basic Lease Information**. Notwithstanding the foregoing, Landlord reserves the right to use all or any portion of the Building (including, without limitation, the Hangar Bay) from time to time upon at least five (5) days prior written notice for Landlord's purposes or for the benefit of the United States Government ("Government"). During any such use of the Building by Landlord, Tenant agrees that none of Tenant's aircraft shall be stored in the Hangar Bay and, during Landlord's use of Hangar Bay or other portions of the Premises, Tenant's rent shall be proportionally abated. Tenant waives all claims for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by Landlord's use of the Premises.

1.2 Common Areas. During the Term, Tenant shall have the nonexclusive 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, and the parking areas designated on Exhibit A attached hereto), loading areas and access roads) in the Property that are designated by Landlord as common areas and not leased to or allocated for the use of another tenant or user of the Property. Without limiting the foregoing, Landlord agrees that Tenant shall have the nonexclusive right to use Landlord's airfield, including ramp space and other supporting facilities, in accordance with Landlord's rules and requirements pertaining to use of the airfield and Applicable Laws (as defined in section 4.4). Landlord shall have the right from time to time to change the size, location, configuration, character or use of any such common areas, construct additional improvements or facilities in any such common areas, or close any such common areas. Tenant shall not interfere with the rights of Landlord and other tenants or users of the Property to use such common areas. Tenant further agrees that it shall park all motor vehicles in the area designated on Exhibit A attached hereto.

1.3 Aviation Support Equipment. In partial consideration of Tenant's payment of monthly Gross Rent (as defined in section 3.1(a)) and prior to the time, if any, that Landlord elects to subordinate this Lease to a lease or other agreement with a fixed base operator as contemplated in section 2.1, Tenant shall have the nonexclusive right, in common with other users of Landlord's airfield (but subject to Landlord's priority of use as set forth below), on a first come, first serve, to use the aviation support equipment listed on Exhibit B attached hereto (the "Aviation Support Equipment") on the terms and conditions of this section 1.3. Landlord's operating hours are from 7:30 a.m. to 4:00 p.m., seven (7) days per week, excluding Federal holidays ("Operating Hours"). During Operating Hours, Tenant shall give Landlord reasonable prior notice (which notice may be oral or written) of Tenant's need for Aviation Support Equipment, which notice shall specify the Aviation Support Equipment required by Tenant. During hours other than Operating Hours, Tenant shall give Landlord at least twenty – four (24) hours prior notice (which notice may be oral or written) of Tenant's need for Aviation Support Equipment, which notice shall specify the Aviation Support Equipment required by Tenant. In all cases, Aviation Support Equipment shall be provided and operated by Landlord's personnel. The parties agree that Landlord's use of Aviation Support Equipment shall have priority over any Tenant request to use Aviation Support Equipment. Should a conflict arise, Landlord in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two (2) commercial users, Landlord, in its sole discretion, shall determine the priority as between the two (2) users. This Agreement does not obligate Landlord to seek alternative government property or services under the jurisdiction of Landlord at other locations. Without limiting the foregoing, Tenant acknowledges that certain Government aircraft that use Landlord's airfield require continuous use of all of Landlord's large aircraft air stairs when such aircraft are present and, at such times, air stairs will be unavailable for Tenant's Boeing 767 – 200 aircraft.

ARTICLE 2 Term

2.1 Term of Lease.

(a) The initial term of this Lease shall be the term specified in the **Basic Lease Information** (the "Initial Term"), which shall commence on the commencement date specified in the **Basic Lease Information** (the "Commencement Date") and, unless sooner terminated as

hereinafter provided, shall end on the expiration date specified in the **Basic Lease Information** (the "Expiration Date"). If Landlord, for any reason whatsoever, does not deliver possession of the Premises to Tenant on the Commencement Date, this Lease shall not be void or voidable and Landlord shall not be liable to Tenant for any loss or damage resulting therefrom, but, in such event, the Commencement Date shall be postponed until the date on which Landlord delivers possession of the Premises to Tenant, but the Expiration Date shall not be extended. Tenant acknowledges that Landlord has had discussions with various entities interested in using available hangar space and conducting a fixed base operation at Moffett Federal Airfield. Tenant further understands that, if Landlord enters into any such agreement, then Landlord may elect either to convert this Lease to a sublease with the fixed base operator and subordinate this Lease to Landlord's agreement with the fixed base operator (subject, however, to the adjustment in monthly Gross Rent set forth in section 3.1(c)), or to terminate this Lease in order that Tenant and such fixed base operator may negotiate the terms and conditions for the continued presence of Tenant's aircraft and airfield operations at the Property. If Landlord so subordinates this Lease, then Tenant agrees that the Space Act Agreement shall be amended such that Tenant shall thereafter purchase all fuel for its aircraft from the fixed base operator. Tenant acknowledges that Tenant has inspected the Premises, the Building and the Property or has had the Premises, the Building and the Property inspected by professional consultants retained by Tenant, Tenant is familiar with the condition of the Premises, the Building and the Property, the Premises, the Building and the Property are suitable for Tenant's purposes, and the condition of the Premises, the Building and the Property is acceptable to Tenant. Tenant accepts the Premises in its "AS IS" condition, with all faults, without any covenant, representation or warranty of any kind or nature whatsoever, express or implied (including with respect to the suitability of the Premises or any utility systems serving the Premises for Tenant's purposes), and Tenant is relying solely on its own investigation of the Premises, the Building and the Property. Without limiting the foregoing, Tenant understands and acknowledges that the lighting system in the Hangar Bay may contain an improperly designed ballast system, which has caused the failure of numerous fixtures. As of the date of this Lease, a significant number of lights do not function; therefore, Tenant shall provide its own lighting system (portable hazardous location suitable lighting or light carts) for aircraft support and inspection. In addition, the Aqueous Foam fire suppression system in the Hangar Bay is complete and recertified; however, certain work is required for the spray cannons. Tenant agrees that Landlord has made no representations or warranties concerning such conditions, state of repair and use, nor any agreement or promise to alter, improve, adapt, repair or keep in repair the same, or any portion thereof. Landlord shall have no obligation to construct or install any improvements in the Premises, the Building or the Property or to remodel, renovate, recondition, alter or improve the Premises, the Building or the Property in any manner.

(b) Provided that no Event of Default (as defined in section 10.1) has occurred and no event has occurred which, with the passage of time, the giving of notice, or both, would constitute an Event of Default, Tenant shall have the right to extend the Initial Term for one (1) additional period of two (2) years (the "Extended Term") on and subject to the following terms and conditions. Tenant may exercise such right to extend the Initial Term only by delivering written notice to Landlord of Tenant's election to extend the Initial Term at least ninety (90) days before the expiration of the Initial Term. If the Initial Term is duly extended in accordance with

this section 2.1(b), Tenant shall continue to occupy the Premises on all of the other terms and conditions of this Lease. In no event shall the Term extend beyond June 30, 2011.

(c) As used in this Lease, the term "Term" shall mean the Initial Term and the Extended Term if the Initial Term is duly extended by Tenant.

2.2 Possession. Landlord shall deliver possession of the Premises to Tenant on the Commencement Date, and Tenant shall accept such delivery of the Premises. Notwithstanding section 2.1 and Tenant's acceptance of the Premises, Tenant shall not use or occupy the Premises until a certificate of occupancy and all other necessary approvals have been issued by Landlord and all other applicable governmental agencies. If a certificate of occupancy and all other necessary approvals have been issued by Landlord and all other applicable governmental agencies, and the Premises are ready for occupancy by Tenant prior to the Commencement Date, Tenant shall have the right to take early occupancy of the Premises prior to the Commencement Date and the Term shall commence on such date of early occupancy by Tenant, in which event the Commencement Date shall be advanced to such date of early occupancy, but the Expiration Date shall not be advanced. Tenant shall give Landlord written notice of Tenant's determination to take early occupancy of the Premises at least ten (10) days in advance, which notice shall specify the date of such early occupancy.

2.3 Holding Over. If, with consent by Landlord, Tenant holds possession of the Premises after expiration of the Term, Tenant shall become a tenant from month to month under this Lease, but the Gross Rent during such month to month tenancy shall be equal to one hundred fifty percent (150%) of the Gross Rent in effect at the expiration of the Term. Landlord and Tenant each shall have the right to terminate such month to month tenancy by giving at least thirty (30) days' written notice of termination to the other at any time, in which event such tenancy shall terminate on the termination date set forth in such termination notice.

ARTICLE 3 Rent

3.1 Gross Rent and Additional Rent. Tenant shall pay to Landlord the following amounts as rent for the Premises:

(a) During the Term, Tenant shall pay to Landlord, as gross monthly rent, the amount of monthly Gross Rent specified in the **Basic Lease Information**, as the same may be adjusted as provided below in this section 3.1(a). Monthly Gross Rent shall be applied by Landlord first to recover costs of ISP Services (as defined in section 3.6(b)), costs of Utilities (as defined in section 3.6(e)) and costs of MFAP Services (as defined in section 3.6(c)) provided to Tenant by Landlord in each Government fiscal year (or part thereof) during the Term. Monthly Gross Rent consists of Monthly Minimum Rent (as defined below) and Monthly Adjusted Rent (as defined below). As used in this Lease, "Monthly Minimum Rent" means the amounts described in part A on attached Exhibit C for the Hangar Bay, Shop Space and Office Space rent, ISP Services and Utilities. As used in this Lease, "Monthly Adjusted Rent" means the amount calculated in accordance with the formula set forth in part B on attached Exhibit C, which formula is being used to reflect Tenant's utilization of MFAP Services. Monthly Adjusted Rent shall be re-calculated (in accordance with the formula set forth in part B on attached Exhibit C) as of July 1,

2007 and on the first day of every calendar quarter thereafter during the Term based upon the information to be provided by Tenant pursuant to section 3.1(b) with respect to the immediately preceding calendar quarter and the fuel burn rates stipulated on attached Exhibit C. The Monthly Adjusted Rent so calculated on each such date shall be the Monthly Adjusted Rent payable by Tenant to Landlord (in addition to Monthly Minimum Rent) during that calendar quarter of the Term. If Landlord consents to Tenant storing additional aircraft in accordance with section 4.1, then concurrently with execution of the amendment and restatement of Exhibit C attached to this Lease, Tenant shall pay to Landlord the pro rata portion of the Monthly Adjusted Rent due for the first month with respect to such additional aircraft.

(b) With respect to each aircraft (identified by its registration or N-number) that operates from any airfield during any calendar quarter during the Term, Tenant shall provide Landlord with (i) the total number of take – off and landing operations of each aircraft during the calendar quarter, (ii) the total flight time of each aircraft during the calendar quarter in hours and minutes and (iii) such other information regarding the operations of Tenant’s aircraft as Landlord may reasonably request to enable Landlord to determine Monthly Adjusted Rent as contemplated in this Lease. All such information regarding each calendar quarter during the Term shall be provided by Tenant to Landlord on or before the tenth day after the end of such calendar quarter, and shall be certified to be complete and accurate by an authorized representative or officer of Tenant. Tenant shall maintain its books and records evidencing the foregoing information throughout the Term (and for one (1) year after the expiration or earlier termination of the Term) at a location within fifty (50) miles of the Property, and Landlord shall have the right to audit the same from time to time. If Landlord’s audit reveals an underpayment of Monthly Adjusted Rent, then Tenant shall immediately pay to Landlord any additional Monthly Adjusted Rent shown to be payable by Tenant, together with late charges and interest pursuant to section 3.4. If such underpayment is five percent (5%) or more of the amount of Monthly Adjusted Rent that was due for the applicable calendar quarter, then Tenant shall immediately reimburse Landlord for the costs of the audit. Landlord’s acceptance of any Monthly Adjusted Rent, whether as an estimate of the amount due or as shown by any report or statement furnished by Tenant, shall not be an admission of the sufficiency of the payment made or the accuracy of the report or statement.

(c) Notwithstanding the provisions of section 3.1(a), if Landlord elects to subordinate this Lease to a lease or other agreement with a fixed base operator as contemplated in section 2.1(a), then Monthly Adjusted Rent shall no longer be payable under this Lease, and thereafter monthly Gross Rent shall be limited to Monthly Minimum Rent due under this Lease.

(d) Landlord agrees to accept as in – kind consideration the value of the work to be performed by Tenant more particularly described on Exhibit F attached hereto, but in no event to exceed the amount of \$123,325.00 (the “In – Kind Consideration Amount”). Such value shall be measured by the actual, out – of – pocket amount paid by Tenant to perform such work (as evidenced by invoices or other reasonably acceptable documentation delivered to Landlord of amounts paid by Tenant) and approved by Landlord. The approved In – Kind Consideration Amount shall be accepted by Landlord as in – kind consideration in lieu of Monthly Adjusted Rent (or the applicable portion thereof) during the calendar month(s) immediately following the month during which Landlord approves such invoices or other reasonably acceptable documentation. Tenant agrees that: (1) no interest shall accrue or be paid on the In – Kind

Consideration Amount; (2) Landlord has no obligation to pay to Tenant the In – Kind Consideration Amount or the unused or uncredited balance thereof upon the expiration or earlier termination of this Lease; and (3) the In – Kind Consideration Amount shall not be applied to any rent other than Monthly Adjusted Rent due or payable by Tenant under this Lease.

(c) During each Government fiscal year, Tenant also shall pay to Landlord, as additional rent and in accordance with this Lease and the terms and conditions of the annual Support Agreement, the current form of which is attached hereto as Exhibit D (each, a “Support Agreement”):

(i) The costs of Demand Services (as defined in section 3.6(a)) provided to Tenant by Landlord in such year; and

(ii) The costs of Standard Services (as defined in section 3.6(d)) provided to Tenant by Landlord in such year.

(f) If Tenant duly elects to extend the Initial Term pursuant to section 2.1(b), then the portions of the Monthly Minimum Rent for the Hangar Bay, the Shop Space and the Office Space shall be increased on the first day of the Extended Term by the percentage increase in the CPI (as defined below) during the Initial Term, which increase shall be determined as follows. The base for computing the increase in such portions of Minimum Monthly Rent shall be the CPI published most immediately before the Commencement Date (the “Beginning Index”), and the CPI published most immediately before the last day of the Initial Term (the “Adjustment Index”) shall be used in determining the amount of the adjustment. If the Adjustment Index has increased over the Beginning Index, then such portions of Minimum Monthly Rent for the Extended Term shall be increased by multiplying the amount of the last payment of each such portion of Minimum Monthly Rent by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index. As used in this Lease, the term “CPI” means the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, All Items, San Francisco – Oakland – San Jose, California (1982 – 84 equals 100), or if such index is no longer published, a successor or substitute index designated by Landlord, published by a governmental agency reflecting changes in consumer prices in the San Francisco Bay Area that is most nearly comparable to the CPI. If the CPI is changed so that the base year differs from that in effect when the Initial Term commences, the CPI shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the CPI is discontinued or revised during the Term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would have been obtained if the CPI had not been discontinued or revised.

(g) Throughout the Term, Tenant shall pay, as additional rent, all other amounts of money and charges required to be paid by Tenant under this Lease, whether or not such amounts of money or charges are designated “additional rent.” As used in this Lease, “rent” shall mean and include all Gross Rent, all additional rent and all other amounts of money and charges payable by Tenant in accordance with this Lease.

3.2 Procedures. The additional rent payable by Tenant pursuant to section 3.1(c) (costs for Standard Services and Demand Services) shall be calculated and paid in accordance with the following procedures:

(a) Immediately following the execution of this Lease, Landlord and Tenant shall execute the initial Support Agreement. The current costs of Standard Services and Demand Services are set forth on the initial Support Agreement. Tenant understands that such costs may increase in the future, and Tenant agrees to pay the costs of Standard Services and Demand Services as determined by Landlord from time to time.

(b) Cost estimates for Standard Services and Demand Services, and reimbursement thereof, shall be consistent with Applicable Laws and Landlord's policy, including the requirement for payment in advance of the rate at which Landlord anticipates incurring costs. Landlord will review costs for services periodically to ensure that the rates are based on actual costs to Landlord.

(c) If the Term commences or ends on a day other than the first or last day of the Government's fiscal year, respectively, the amounts payable by Tenant under section 3.1(e) 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 pursuant to section 3.1(e) to be performed after such termination.

3.3 Initial Payments. Upon signing this Lease, Tenant shall pay to Landlord (a) an amount equal to the Gross Rent for the partial month (if any) during which the Commencement Date occurs and the first month of the Term for which the Gross Rent is to be paid, which amount Landlord shall apply to the Gross Rent for such partial month (if any) and such first month and (b) the amounts set forth on the Support Agreement for costs of Standard Services and Demand Services for the calendar quarter during which the Commencement Date occurs.

3.4 Late Payment. Tenant acknowledges that the late payment by Tenant of any monthly installment of Gross Rent or additional rent will cause Landlord to incur costs and expenses, the exact amount of which is extremely difficult and impractical to fix. Such costs and expenses will include administration and collection costs and processing and accounting expenses. Therefore, if any monthly installment of Gross Rent or additional rent is not received by Landlord within ten (10) days after such installment is due, Tenant shall immediately pay to Landlord a late charge equal to five percent (5%) of such delinquent installment. Landlord and Tenant agree that such late charge represents a reasonable estimate of such costs and expenses and is fair reimbursement to Landlord. In no event shall such late charge be deemed to grant to Tenant a grace period or extension of time within which to pay any rent or prevent Landlord from exercising any right or enforcing any remedy available to Landlord upon Tenant's failure to pay each installment of rent due under this Lease when due, including the right to terminate this Lease and recover all damages from Tenant. All amounts that become payable by Tenant to Landlord under this Lease shall bear interest from the date due until paid. The interest rate per annum shall be the interest rate established pursuant to Public Law 95-563, 31 U.S.C. § 3717, 14 C.F.R. § 1261.412, OMB Circular A-94, and any other Applicable Laws which are applicable to the period in which the amount becomes due. Amounts shall be due upon the earliest one of (i)

the date fixed pursuant to this Lease, or (ii) the date of the first written demand for payment, consistent with this Lease, including demand upon default.

3.5 Taxes Payable by Tenant. Tenant shall pay, to the applicable taxing authority upon written demand and prior to delinquency, all taxes, assessments, excises, levies, fees and charges, including all payments related to the cost of providing facilities or services, of every kind and description, general or special, ordinary or extraordinary, foreseen or unforeseen, secured or unsecured, whether or not now customary or within the contemplation of Landlord and Tenant, that are levied, assessed, charged, confirmed or imposed by any public or government authority upon or against, or measured by, or reasonably attributable to, or otherwise with respect to (a) the Premises or any part thereof or any personal property used in connection with the Premises, (b) the cost or value of Tenant's furniture, fixtures, equipment and other personal property located in the Premises or the cost or value of any improvements made in or to the Premises by or for Tenant, regardless of whether title to such improvements is vested in Tenant or Landlord, (c) any rent payable under this Lease, including any gross income tax or excise tax levied by any public or government authority with respect to the receipt of any such rent, (d) the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or (e) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. All taxes, assessments, excises, levies, fees and charges payable by Tenant under this section 3.5 shall be deemed to be, and shall be paid as, additional rent.

3.6 Certain Definitions. As used in this Lease, certain words are defined as follows:

(a) "Demand Services" shall mean all telecommunication and data communication services (including installation and/or connection to the Property's Internet systems), waste and refuse collection, janitorial service, and any other materials or services (including, without limitation, Utilities in quantities exceeding building standard Utilities that Landlord will provide as set forth in section 5.1) furnished by Landlord directly or indirectly to, for the benefit of, or used by Tenant on or about the Premises; provided, however, "Demand Services" shall exclude all Standard Services.

(b) Institutional Shared Pool services ("ISP Services") are comprised of: (i) common grounds and road maintenance; (ii) security; (iii) structural fire response and periodic Fire Marshal inspections; (iv) first responder operations (Hazardous Material (as defined in section 4.2)); (v) utility infrastructure systems maintenance and repair; and (vi) routine administrative support and management oversight (i.e. environmental oversight) related to this Lease.

(c) Moffett Federal Airfield Shared Pool services ("MFAP Services") are comprised of: (i) air traffic control; (ii) common grounds and runway, ramp and road maintenance; (iii) security; (iv) aircraft rescue fire – fighting services; and (v) routine base operation support and management oversight related to this Lease.

(d) "Standard Services" shall mean services which Landlord has specifically agreed to provide pursuant to this Lease (for example, building standard Utilities and maintenance).

(c) "Utilities" shall mean all gas, electricity and other power services, and sewer services, and any other utilities (except water), furnished by Landlord directly or indirectly to, for the benefit of, or used by Tenant on or about the Premises.

3.7 Rent Payment Address. Tenant shall pay all Gross Rent under section 3.1 to "NASA Ames Research Center," in advance, on or before the first day of each and every calendar month during the Term, and Tenant shall pay all additional rent under section 3.1 to "NASA Ames Research Center," in advance, on or before the first day of each and every calendar quarter during the Term. Each payment shall reference the number of this Lease. Tenant shall pay all rent to Landlord without notice, demand, deduction or offset, in lawful money of the United States of America, at the address for the payment of rent specified in the **Basic Lease Information**, or to such other person or at such other place as Landlord may from time to time designate in writing.

ARTICLE 4 Use of the Premises

4.1 Permitted Use. Tenant shall use the Premises only for the Permitted Use of the Premises specified in the **Basic Lease Information** and for lawful purposes incidental thereto, and no other purpose whatsoever; provided, however, Tenant shall not land any aircraft at Moffett Federal Airfield or store the same in the Premises unless and until the parties have executed the Space Act Agreement, and Tenant has executed such other documents, provided evidence of insurance with respect to the aircraft and provided such other information as Landlord may reasonably require pursuant to Applicable Laws (including 14 C.F.R. §1204, Subpart 14). Tenant has identified types of aircraft on Exhibit C that Tenant expects will be stored in the Premises. Tenant may request to store a greater number of the identified types of aircraft and/or additional types of aircraft (other than those identified on Exhibit C) in the Premises by delivering written notice to Landlord, which notice shall set forth the information to be inserted in part B of Exhibit C with respect to any such aircraft. Landlord shall not unreasonably withhold, condition or delay its consent to Tenant's request. Without limiting the foregoing, Tenant agrees that it shall be reasonable for Landlord to withhold its consent to Tenant's request if either: (a) such aircraft are not Stage III or quieter turbine – powered aircraft; (b) the Space Act Agreement is not amended to allow Code SG to place instruments on the aircraft and regularly collect Earth observations (atmospheric and terrestrial) in support of Code SG's research and analysis; (c) the storage, support or servicing of such aircraft would not comply with Applicable Laws or the terms of this Lease; or (d) the individuals owning the aircraft are not principal executives of Partner or another entity with whom Landlord has a programmatic, collaborative relationship and which has established, or plans to establish, a physical presence at the Property. If Landlord consents to Tenant's request, the parties shall amend and restate Exhibit C prior to such aircraft using Moffett Federal Airfield. Tenant shall not do or permit to be done in, on or about the Premises, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any Applicable Laws, or which is prohibited by any insurance policy applicable to the Premises or any aircraft, or will in any way increase the existing rate of, or disallow any fire rating or sprinkler credit, or cause a cancellation of, or affect any insurance for the Premises. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of Landlord or other tenants or users of the Property, or injure or annoy

them. Tenant shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable activity, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises or commit or suffer to be committed any waste in, on or about the Premises.

Tenant shall not store any materials, equipment, vehicles or aircraft outside the Premises and agrees that no washing of any type (including washing vehicles or aircraft) shall take place in or outside the Premises, except at the wash rack located on the east side of the runways. Tenant shall not receive, store or otherwise handle any product or material that is explosive or highly inflammable, except in accordance with Applicable Laws. 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 Definitions. As used in this Lease, "Hazardous Material" shall mean any substance that is (a) defined under any Environmental Law (as defined below) as a hazardous substance, hazardous waste, hazardous material, pollutant or contaminant, (b) a petroleum hydrocarbon, including crude oil or any fraction or mixture thereof, (c) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic or a reproductive toxicant, or (d) otherwise regulated pursuant to 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 other governmental authorities pertaining to the protection of human health and safety or the environment, now existing or later 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 Use specified in the **Basic Lease Information**. As used in this Lease, "Permitted Materials" shall mean the materials handled by Tenant in the ordinary course of conducting Permitted Activities.

4.3 Environmental Requirements. Tenant understands that 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-Ellis-Whisman site. Tenant understands that the groundwater is contaminated with solvents and petroleum hydrocarbons. Tenant hereby acknowledges receipt of the environmental reports listed on attached Exhibit E. Tenant hereby agrees that: (a) Tenant shall not conduct, or permit to be conducted, on the Premises any activity which is not a Permitted Activity; (b) 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; (c) Tenant shall obtain and maintain in effect all permits and licenses required pursuant to any Environmental Law for Tenant's activities on the Premises, and Tenant shall at all times comply with all applicable Environmental Law; (d) 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; (e) Tenant shall not install any aboveground or underground storage tank or any subsurface lines for the storage or transfer of any Hazardous Material, except in accordance with Environmental Law, and 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; (f) Tenant shall not cause or permit to occur any release of any Hazardous Material or any condition of pollution

or nuisance on or about the Premises, whether affecting surface water or groundwater, air, the land or the subsurface environment; (g) 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 (h) if any release of a Hazardous Material to the environment, or any condition of pollution or nuisance, occurs on or about or beneath the Premises or the Building as a result of any act or omission of Tenant or its agents, employees, contractors, invitees or licensees, Tenant, at Tenant's sole cost and expense, shall promptly undertake all remedial measures required to clean up and abate or otherwise respond to the release, pollution or nuisance in accordance with all applicable Environmental Law. Landlord and Landlord's representatives shall have the right, but not the obligation, to enter the Premises at any reasonable time for the purpose of inspecting the storage, use and handling of any Hazardous Material on the Premises in order to determine Tenant's compliance with the requirements of this Lease and applicable Environmental Law. If Landlord gives written notice to Tenant that Tenant's use, storage or handling of any Hazardous Material on the Premises may not comply with this Lease or applicable Environmental Law, Tenant shall correct any such violation within five (5) days after Tenant's receipt of such notice from Landlord. Tenant shall indemnify and defend Landlord against and hold Landlord harmless from all claims, demands, actions, judgments, liabilities, costs, expenses, losses, damages, penalties, fines and obligations of any nature (including reasonable attorneys' fees and disbursements incurred in the investigation, defense or settlement of claims) that Landlord may incur as a result of, or in connection with, claims arising from the presence, use, storage, transportation, treatment, disposal, release or other handling, on or about or beneath the Premises, of any Hazardous Material introduced or permitted on or about or beneath the Premises by any act or omission of Tenant or its agents, employees, contractors, invitees or licensees. The liability of Tenant under this section 4.3 shall survive the termination of this Lease with respect to acts or omissions that occur before such termination. Landlord acknowledges that, as of the Commencement Date, Tenant is not responsible for any preexisting conditions on or about the Property involving Hazardous Material and, except as set forth above in this section 4.3, Tenant does not indemnify, defend or hold Landlord harmless for any such preexisting condition.

4.4 **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 in force or which may hereafter be 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, and with all directions and certificates of occupancy issued pursuant to any law by any governmental agency (including Landlord) or officer, insofar as 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 by Tenant pursuant to this Lease (collectively, "Applicable Laws"). 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 the Accident/ Incident Response Plan, the Airfield Operations Manual, the Flight Operations Manual and the Wildlife

Management Plan, and with respect to construction activities, facility use, land use, historic preservation, health, safety, security and environmental standards (including Environmental Law). Notwithstanding the immediately preceding sentence, Tenant shall not be obligated to comply with Ames Policy Directive 1700.1, except with respect to explosive materials; radioactive materials (as defined by the Nuclear Regulatory Commission); Class IIIa, IIIb or IV lasers or microwave or radio frequency transmitters; cryogenics; pressure systems; or human pathogens that require Center for Disease Control Biosafety 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 (and establish 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 promotional and advertising material that uses the NASA or NASA Ames Research Center name, initials or logo prior to publication. Approval by Landlord shall be based on Applicable Laws (e.g. 42 U.S.C. §§ 2459b, 2472(a) and 2473(c)(1); and 14 C.F.R. §1221.100 et seq.) and policy governing the use of the words "National Aeronautics and Space Administration" and the letters "NASA." Tenant shall not be required to make structural changes to the Premises or the Building unless structural changes are related to or required by Tenant's acts or use of the Premises or by improvements made by or for Tenant. Tenant, at its sole cost and expense, shall comply with the TDM Plan (as defined below), as the same may be revised from time to time in Landlord's sole discretion. Tenant will cooperate with Landlord and hereby authorizes Landlord to complete a transportation survey of Tenant's employees as may be requested by Landlord from time to time. As used in this Lease, the phrase "TDM Plan" shall mean that certain draft report entitled "NASA Research Park and Bay View Transportation Demand Management Plan," dated July 2002 (prepared by Nelson/Nygaard Consulting Associates), which is a portion of Appendix B to the NASA Ames Development Plan Final Programmatic Environmental Impact Statement.

4.5 Rules and Regulations. The use and occupancy of the Premises shall be subject to such rules and regulations as may be prescribed from time to time by the Center Director (or his or her representatives) covering various matters, including operations, security, access, communications or other aspects of the mission of the Property.

4.6 Entry by Landlord. Landlord shall have the right to enter the Premises at any time to (a) inspect the Premises, (b) exhibit the Premises to prospective purchasers, tenants or users, (c) determine whether Tenant is performing all of Tenant's obligations, (d) supply any service to be provided by Landlord, (e) post notices of nonresponsibility, and (f) make any repairs to the Premises, or make any repairs to any adjoining space or Utilities, or make any repairs, alterations or improvements to any other portion of the Property, provided that all such work shall be done as promptly as reasonably practicable and so as to cause as little interference 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 to remediate, 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 purposes of the complying with Environmental Law and requirements. Tenant waives all claims for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by such entry or Landlord's exercise of such reserved rights. All locks for all doors in, on or about the Premises (excluding Tenant's vaults, safes and similar special security areas designated in writing by Tenant) shall be keyed to the master system for the Property. Landlord 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. Any entry to the Premises obtained by Landlord by any of such means shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises or any portion thereof.

ARTICLE 5 Utilities and Demand Services

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 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. Tenant agrees that Landlord's practices and standards do not include Utilities in quantities exceeding those typically and reasonably necessary for average aircraft hangar and storage environments and uses, and Landlord makes no representations or warranties to Tenant regarding the adequacy or fitness of any Utilities for Tenant's use, occupancy or enjoyment of the Premises (including, without limitation, Tenant's needs, if any for additional or unique electricity). If Tenant requires quantities of Utilities in excess of those provided by Landlord, Tenant shall pay for the same as Demand Services. Landlord shall not be in default under this Lease or be liable for any damage or loss directly or indirectly resulting from, nor shall the rent be abated or a constructive or other eviction be deemed to have occurred by reason of, any interruption of or failure to supply or delay in supplying any Utilities or Demand Services or any limitation, curtailment, rationing 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 before delinquency all Standard Services and Demand Services supplied to the Premises in accordance with Article 3, together with all taxes, assessments, surcharges and similar expenses relating to such Standard Services and Demand Services (if any). Tenant shall make arrangements with an appropriate janitorial service for janitorial services to be provided to Tenant, and with an appropriate telephone service provider for any or all telephone services to be provided directly to Tenant, and Tenant shall pay before delinquency the costs thereof to the entity providing the same. In addition, at Tenant's option from time to time, but in each instance subject to Landlord's prior written approval (which approval shall not be unreasonably withheld), Tenant may make arrangements with appropriate service providers for any or all Demand Services to be provided directly to Tenant, in which event Tenant shall pay before delinquency the costs thereof to the entity providing the same.

ARTICLE 6
Maintenance and Repairs

6.1 Obligations of Landlord. Landlord shall maintain and repair the Building (excluding the interior of the Premises), including the foundations, walls, windows, glass or plate glass, exterior doors, entries, the heating and air conditioning, mechanical, electrical, plumbing and life safety systems, the roof and other structural components of the Building, and keep them in good condition, reasonable wear and tear excepted. 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, and Landlord shall not be liable for any failure to do so unless such failure continues for an unreasonable time after Tenant gives such written notice to Landlord. Tenant waives any right to perform maintenance or make repairs for which Landlord is responsible at Landlord's expense. Landlord's liability with respect to any maintenance or repair for which Landlord is responsible shall be limited to the cost of the maintenance or repair. Any damage to any part of the Property for which Landlord is responsible that is caused by Tenant or any agent, employee, contractor, licensee or invitee of Tenant shall be repaired by Landlord at Tenant's expense and Tenant shall pay to Landlord, upon billing by Landlord, as additional rent, the cost of such repairs incurred by Landlord.

6.2 Obligations of Tenant. Tenant shall maintain the Premises and keep them in good condition, reasonable wear and tear excepted. Tenant shall not damage the Premises or disturb the integrity and support provided by any wall. Tenant shall, at Tenant's expense, promptly repair any damage to the Premises caused by Tenant or any agent, employee, contractor, licensee or invitee of Tenant. Tenant shall take good care of the Premises and keep the Premises free from dirt, rubbish, waste and debris at all times. Tenant shall not overload the floors in the Premises or exceed the load-bearing capacity of the floors in the Premises. Tenant shall, at the end of the Term, surrender to Landlord the Premises and all alterations, additions, fixtures and improvements therein or thereto in the same condition as when received, ordinary wear and tear excepted.

ARTICLE 7
Alteration of the Premises

7.1 No Alterations by Tenant. Tenant shall not make any alterations, additions or improvements in or to the Premises or any part thereof, or attach any fixtures or equipment thereto, without Landlord's prior written consent. Landlord hereby consents to the work more particularly described on attached Exhibit F. All alterations, additions and improvements in or to the Premises to which Landlord consents shall be made by Tenant 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 responsible licensed architect(s) and engineer(s), shall comply with all Applicable Laws, shall not adversely affect any systems, components or elements of the Building or 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 all required permits for the work from the Ames Construction Permit Office, in accordance with Ames Policy Directive 8829.1. In addition, Tenant shall obtain hot-work 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 and its contractors shall carry such liability and builder's risk insurance as Landlord may reasonably require with respect to the work, which policies shall comply with the provisions of section 8.3. Landlord reserves the right to cause Tenant or its contractors to procure and maintain payment, performance and/or completion bonds with respect to the work. Tenant shall perform all work in accordance with the plans and specifications approved by Landlord, in a good and workmanlike manner, in full compliance with all Applicable Laws, and free and clear of any mechanics' liens. Tenant shall pay for all work (including the cost of all Utilities, permits, fees, taxes, and property and liability insurance premiums in connection therewith) required to make the alterations, additions and improvements. Tenant shall pay to Landlord all direct costs and shall reimburse Landlord for all expenses incurred by Landlord in connection with the review, approval and supervision of any alterations, additions or improvements made by Tenant. Under no circumstances shall Landlord be liable to Tenant for any damage, loss, cost or expense incurred by Tenant on account of design of any work, construction of any work, or delay in completion of any work.

(c) Tenant shall give written notice to Landlord of the date on which construction of any work will be commenced at least five (5) days prior to such date. Tenant shall keep the Premises and the Property free from mechanics', materialmen's and all other liens arising out of any work performed, labor supplied, materials furnished or other obligations incurred by Tenant. Tenant shall promptly and fully pay and discharge all claims on which any such lien could be based. Tenant shall have the right to contest the amount or validity of any such lien, provided Tenant gives prior written notice of such contest to Landlord, prosecutes such contest by appropriate proceedings in good faith and with diligence, and, upon request by Landlord, furnishes such bond as may be required by law or such security as Landlord may require to protect the Premises and the Property from such lien. Landlord shall have the right to post and keep posted on the Premises any notices that may be provided by law or which Landlord may deem to be proper for the protection of Landlord, the Premises and the Property from such liens, and to take any other action Landlord deems necessary to remove or discharge liens or encumbrances at the expense of Tenant.

(d) The parties intend that Tenant shall perform, at its sole expense, the work outlined on Exhibit F attached hereto prior to storing any aircraft in the Premises. Tenant shall comply with this section 7.1 in designing and performing such work.

7.2 Tenant's Property. All alterations, additions, fixtures and improvements other than the work more particularly described on attached Exhibit F, whether temporary or permanent in character, made in or to 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 or to a condition acceptable to Landlord. Without limiting the foregoing,

Tenant, at its sole cost, shall replace and reinstall the loading ramp as it is installed in the Hangar Bay as of the date of this Lease. Should Tenant abandon any such alterations, additions, fixtures or improvements, they shall become the property of the United States Government and shall be retained by Landlord. All movable furniture, equipment, trade fixtures, computers, office machines and other 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 8 Indemnification and Insurance

8.1 Damage or Injury. Landlord shall not be liable to Tenant, and Tenant hereby waives and releases all claims against Landlord, for any damage to or loss or theft of any property or for any bodily or personal injury, illness or death of any person in, on or about the Premises or the Property arising at any time and from any cause whatsoever, unless the same is caused solely by the willful misconduct of Landlord. Tenant shall indemnify and defend Landlord against and hold Landlord harmless from all claims, demands, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees and disbursements, arising from or related to any use or occupancy of the Premises, or any condition of the Premises, or any default in the performance of Tenant's obligations under this Lease, or any damage to any property (including property of employees and invitees of Tenant) or any bodily or personal injury, illness or death of any person (including employees and invitees of Tenant) occurring in, on or about the Premises or any part thereof arising at any time and from any cause whatsoever (unless the same is caused solely by the willful misconduct of Landlord) or occurring in, on or about any part of the Property other than the Premises when such damage, bodily or personal injury, illness or death is caused by any act or omission of Tenant or its agents, employees, contractors, invitees or licensees. This section 8.1 shall survive the termination of this Lease with respect to any damage, bodily or personal injury, illness or death occurring prior to such termination.

8.2 Insurance Coverages and Amounts. Tenant shall, at all times during the Term and at Tenant's sole cost and expense, obtain and keep in force the insurance coverages and amounts set forth in this section 8.2. Tenant shall maintain commercial general liability insurance, including contractual liability, broad form property damage liability, fire legal liability, products and completed operations, and medical payments, with limits not less than five million dollars (\$5,000,000) per occurrence and aggregate, insuring against claims for bodily injury, personal injury and property damage arising from the use, occupancy or maintenance of the Premises and the Property. The policy shall contain an exception to any pollution exclusion which insures damage or injury arising out of heat, smoke or fumes from a hostile fire. Any general aggregate shall apply on a per location basis. Tenant also shall maintain with respect to each aircraft an aviation liability policy, including medical payments, hangarkeepers' liability, products and completed operations, fire legal liability and host liquor liability, with limits not less than twenty million dollars (\$20,000,000) per occurrence and aggregate, insuring against claims for bodily injury (including passengers), personal injury and advertising and property damage arising out the aviation operations of each aircraft. Any general aggregate shall apply on a per location

basis. If Tenant uses owned, hired or non-owned vehicles, Tenant shall maintain business auto liability insurance with limits not less than one million dollars (\$1,000,000) per accident covering such vehicles. Tenant shall carry workers' compensation insurance for all of its employees in statutory limits as required by California law and employers liability insurance which affords not less than five hundred thousand dollars (\$500,000) for each coverage. Tenant shall also maintain such other insurance as may be required under the Umbrella Space Act Agreement or any other document or agreement between the parties. Tenant, at its option, may maintain all risk property insurance for all personal property, trade fixtures and equipment of Tenant installed by Tenant in the Premises, and may obtain business income and extra expense coverage. Any deductibles selected by Tenant for any insurance policy described in this section 8.2 shall be the sole responsibility of Tenant.

8.3 Insurance Requirements.

(a) All insurance and all renewals thereof shall be issued by companies with a rating of at least "A-" "VIII" (or its equivalent successor) or better in the current edition of Best's Insurance Reports (or its equivalent successor, or, if there is no equivalent successor rating, otherwise acceptable to Landlord) and be licensed to do and doing business in California.

(b) Each policy shall be endorsed to provide that the policy shall not be canceled or materially altered without thirty (30) days prior written notice to Landlord and shall remain in effect notwithstanding any such cancellation or alteration until such notice shall have been given to Landlord and such period of thirty (30) days shall have expired.

(c) The commercial general liability, each aviation liability policy and any automobile liability insurance shall be endorsed to name Landlord (and any other parties designated by Landlord) as an additional insured, shall be primary and noncontributing with any insurance which may be carried by Landlord, and shall afford coverage for all claims based on any act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the policy period.

(d) Tenant shall deliver certificates of insurance and endorsements, acceptable to Landlord, together with copies of the insurance policies, to Landlord at least ten (10) days before the Commencement Date and at least ten (10) days before expiration of each policy. Such documents shall be delivered to the address for certificate holder set forth below. If Tenant fails to insure or fails to furnish any such insurance certificate, endorsement or policy, Landlord shall have the right from time to time to effect such insurance for the benefit of Tenant or Landlord or both of them, and Tenant shall pay to Landlord on written demand, as additional rent, all premiums paid by Landlord. Each certificate of insurance shall list the certificate holder as follows:

National Aeronautics and Space Administration
Ames Research Center
Attn: Office of the Chief Counsel
Mail Stop 200-12
Moffett Field, CA 94035-1000

(e) If Landlord at any time believes that the limits or extent of coverage or deductibles with respect to any of the insurance required in this Lease are insufficient, Landlord may determine the proper and reasonable limits and extent of coverage and deductibles for such insurance and such insurance shall thereafter be carried with the limits and extent of coverage and deductibles as so determined until further change pursuant to the provisions of this Lease.

(f) No approval by Landlord of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by Landlord of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible. By requiring insurance herein, Landlord makes no representation or warranty that coverage or limits will necessarily be adequate to protect Tenant, and such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities granted to NASA in this Lease.

(g) Failure of NASA to demand such certificate or other evidence of full compliance with these insurance requirements or failure of NASA to identify a deficiency from evidence that is provided shall not be construed as a waiver of Tenant's obligation to maintain such insurance.

8.4 Subrogation. Tenant waives on behalf of all insurers under all policies of insurance now or hereafter carried by Tenant insuring or covering the Premises, or any portion or any contents thereof, or any operations therein, all rights of subrogation which any such insurer might otherwise, if at all, have to any claims of Tenant against Landlord. Tenant shall procure from each of the insurers under all such policies of insurance a waiver of all rights of subrogation which the insurer might otherwise, if at all, have to any claims of Tenant against Landlord as required by this section 8.4 stating the following: "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

ARTICLE 9 Assignment or Sublease

9.1 Prohibition. Tenant shall not, directly or indirectly, without the prior written consent of Landlord (which consent may be given or withheld in Landlord's sole and absolute discretion), assign this Lease or any interest herein 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 and those subsidiaries, officers, directors and employees whose aircraft have been approved by Landlord (which approval may be given or withheld in Landlord's sole and subjective discretion). Tenant shall not, directly or indirectly, without the prior written consent of Landlord (which consent may be given or withheld in Landlord's sole and absolute discretion), pledge, mortgage or hypothecate this Lease or any interest herein. This Lease shall not, nor shall any interest herein, be assignable as to the interest of Tenant involuntarily or by operation of law without the prior written consent of Landlord (which consent may be given or withheld in Landlord's sole and absolute discretion). In addition, at any time that Tenant is not a publicly traded entity, any of the following transfers on a cumulative basis shall constitute an assignment of this Lease that requires the prior written consent of Landlord: if Tenant is a corporation, the transfer of more than twenty – five percent (25%) of the stock of the corporation; if Tenant is a partnership, the transfer of any general partnership interest or the transfer of more than twenty –

five percent (25%) of the limited partners' capital or profits interest in the partnership; if Tenant is a limited liability company, any change in the manager or the managing member of the limited liability company or the transfer of more than twenty – five percent (25%) of the members' capital or profits interest in the limited liability company; and if Tenant is a trust, the transfer of more than twenty – five percent (25%) of the beneficial interest under the trust. Any of the foregoing acts without such prior written consent of Landlord shall be void and shall, at the option of Landlord, constitute a default that entitles Landlord to terminate this Lease. Tenant agrees that the instrument by which any assignment or sublease to which Landlord consents is accomplished shall expressly provide that the assignee or subtenant will perform all of the covenants to be performed by Tenant under this Lease (in the case of a sublease, only insofar as such covenants relate to the portion of the Premises subject to such sublease) as and when performance is due after the effective date of the assignment or sublease and that Landlord will have the right to enforce such covenants directly against such assignee or subtenant. Any purported assignment or sublease without an instrument containing the foregoing provisions shall be void. Tenant shall in all cases remain liable for the performance by any assignee or subtenant of all such covenants.

9.2 Landlord's Consent or Termination. If Tenant wishes to assign this Lease or sublease all or any part of the Premises (including allowing additional aircraft to be stored in the Premises), Tenant shall give written notice to Landlord identifying the intended assignee or subtenant by name and address and specifying all of the terms of the intended assignment or sublease. Tenant shall give Landlord such additional information concerning the intended assignee or subtenant and its aircraft (including complete financial statements and a business history) or the intended assignment or sublease (including true copies thereof) as Landlord requests. For a period of thirty (30) days after such written notice is given by Tenant, Landlord shall have the right, by giving written notice to Tenant, (a) to consent in writing to the intended assignment or sublease, unless Landlord determines not to consent, or (b) in the case of an assignment of this Lease or a sublease of substantially the entire Premises for substantially the balance of the Term, to terminate this Lease, which termination shall be effective as of the date on which the intended assignment or sublease would have been effective if Landlord had not exercised such termination right.

9.3 Completion. If Landlord consents in writing, Tenant may complete the intended assignment or sublease subject to the following covenants: (a) the assignment or sublease shall be on the same terms as set forth in the written notice given by Tenant to Landlord, (b) no assignment or sublease shall be valid and no assignee or subtenant shall take possession of the Premises or any part thereof until an executed duplicate original of such assignment or sublease has been delivered to Landlord, (c) no assignee or subtenant shall have a right further to assign or sublease, and (d) all "excess rent" (as defined below) derived from such assignment or sublease shall be paid to Landlord. Such excess rent shall be deemed to be, and shall be paid by Tenant to Landlord as, additional rent. Tenant shall pay such excess rent to Landlord immediately as and when such excess rent becomes due and payable to Tenant. As used in this section 9.3, "excess rent" shall mean the amount by which the total money and other economic consideration to be paid by the assignee or subtenant as a result of an assignment or sublease, whether denominated rent or otherwise, exceeds, in the aggregate, the total amount of rent which Tenant is obligated to pay to Landlord under this Lease (prorated to reflect the rent allocable to the portion of the Premises subject to such assignment or sublease), less only the reasonable costs paid by Tenant

for additional improvements installed in the portion of the Premises subject to such assignment or sublease by Tenant at Tenant's sole cost and expense for the specific assignee or subtenant in question, without deduction for carrying costs due to vacancy or otherwise. Such costs of additional improvements shall be amortized without interest over the term of such assignment or sublease.

9.4 Tenant Not Released. No assignment or sublease whatsoever shall release Tenant from Tenant's obligations and liabilities under this Lease or alter the primary liability of Tenant to pay all rent and to perform all obligations to be paid and performed by Tenant. No assignment or sublease shall amend or modify this Lease in any respect, and every assignment and sublease shall be subject and subordinate to this Lease. The acceptance of rent by Landlord from any other person or entity shall not be deemed to be a waiver by Landlord of any provision of this Lease. Consent to one assignment or sublease shall not be deemed consent to any subsequent assignment or sublease. Tenant shall pay to Landlord all direct costs and shall reimburse Landlord for all expenses incurred by Landlord in connection with any assignment or sublease requested by Tenant. If any assignee, subtenant or successor of Tenant defaults in the performance of any obligation to be performed by Tenant under this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments or subleases or amendments or modifications to this Lease with assignees, subtenants or successors of Tenant, without notifying Tenant or any successor of Tenant and without obtaining any consent thereto from Tenant or any successor of Tenant, and such action shall not release Tenant from liability under this Lease.

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:

(a) Tenant fails to pay any Gross Rent, or any additional rent under section 3.1, or any additional rent or other amount of money or charge payable by Tenant and such failure continues for more than ten (10) days after the date such rent becomes due and payable; or

(b) 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 ten (10) 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 ten (10) 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 ten (10) days and, having so commenced, thereafter prosecutes with diligence and dispatch and completes the curing of such failure or breach; or

(c) Tenant (i) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any

jurisdiction, (ii) makes an assignment for the benefit of its creditors, or (iii) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Tenant or of any substantial part of Tenant's property; or

(d) Without consent by Tenant, a court or government authority enters an order, and such order is not vacated within thirty (30) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Tenant or with respect to any substantial part of Tenant's property, or (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, or (iii) ordering the dissolution, winding-up or liquidation of Tenant; or

(e) This Lease or any estate of Tenant hereunder is levied upon under any attachment or execution and such attachment or execution is not vacated within thirty (30) days; or

(f) Tenant abandons the Premises; or

(g) A breach or default occurs under the Space Act Agreement contemplated in the recitals of this Lease.

10.2 Termination. If an Event of Default occurs, Landlord shall have the right at any time to give a written termination notice to Tenant 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 rent which had been earned at the time of termination, all unpaid rent for the balance of the Term after termination, and all other amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform all of Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

10.3 Continuation. If an Event of default occurs, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to enforce all its rights and remedies under this Lease, including the right to recover all rent as it becomes due under this Lease. Acts of maintenance or preservation or efforts to relet the Premises or the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession unless written notice of termination is given by Landlord to Tenant.

10.4 Remedies Cumulative. Upon the occurrence of an Event of Default, Landlord shall have the right to exercise and enforce all rights and remedies granted or permitted by law. The remedies provided for in this Lease are cumulative and in addition to all other remedies available to Landlord at law or in equity by statute or otherwise. Exercise by Landlord of any remedy shall not be deemed to be an acceptance of surrender of the Premises by Tenant, either by agreement or by operation of law. Surrender of the Premises can be effected only by the written agreement of Landlord and Tenant.

10.5 Tenant's Primary Duty. All agreements and covenants to be performed or observed by Tenant under this Lease shall be at Tenant's sole cost and expense and without any abatement of rent. If Tenant fails to pay any sum of money to be paid by Tenant or to perform any other act to be performed by Tenant under this Lease, Landlord shall have the right, but shall not be obligated, and without waiving or releasing Tenant from any obligations of Tenant, to make any such payment or to perform any such other act on behalf of Tenant in accordance with this Lease. All sums so paid by Landlord and all costs incurred or paid by Landlord shall be deemed additional rent hereunder and Tenant shall pay the same to Landlord on written demand, together with interest on all such sums and costs from the date of expenditure by Landlord to the date of repayment by Tenant at the rate of ten percent (10%) per annum.

10.6 Abandoned Property. If Tenant abandons the Premises, or is dispossessed by process of law or otherwise, all alterations, additions, fixtures and improvements made by Tenant and left in the Premises, and all movable furniture, equipment, trade fixtures or personal property belonging to Tenant and left in the Premises, shall be deemed to be abandoned. Landlord may retain the same, or at the option of Landlord, sell or otherwise dispose of the same in any commercially reasonable manner.

10.7 Landlord Default. If Landlord defaults under this Lease, Tenant shall give written notice to Landlord specifying such default with particularity, and Landlord shall have thirty (30) days after receipt of such notice within which to cure such default. In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages. Notwithstanding any other provision of this Lease, Landlord shall not have any personal liability under this Lease.

10.8 Landlord's Right to Terminate. Notwithstanding any other provision of this Lease, Landlord or the Government may terminate this Lease, in whole or in part, and without cost to the Government, if there has been a determination by either (i) the Director of NASA Ames Research Center, (ii) the Assistant Administrator for Infrastructure and Administration, or (iii) the Director of the Facilities Engineering and Real Property Division that the interests of the national space program, the national defense or public welfare require termination of this Lease, and Landlord or the Government delivers to Tenant at least thirty (30) days prior written notice of such determination. In the event termination of this Lease under this section 10.8, the Government shall make a pro rata adjustment of any advance rent paid by Tenant.

ARTICLE 11 Damage or Destruction

11.1 Termination of Lease. If the Building or any part thereof is damaged by fire or other casualty before the Commencement Date or during the Term, then this Lease shall automatically terminate as of the date of such fire or other casualty.

ARTICLE 12 Eminent Domain

12.1 Condemnation. Landlord shall have the right to terminate this Lease if any part of the Premises or any substantial part of the Property (whether or not it includes the Building or the Premises) is taken by exercise of the power of eminent domain before the Commencement Date or during the Term. Tenant shall have the right to terminate this Lease if a substantial

portion of the Premises is taken by exercise of the power of eminent domain before the Commencement Date or during the Term and the remaining portion of the Premises is not reasonably suitable for Tenant's purposes. In each such case, Landlord or Tenant shall exercise such termination right by giving written notice to the other within thirty (30) days after the date of such taking. If either Landlord or Tenant exercises such right to terminate this Lease in accordance with this section 12.1, this Lease shall terminate as of the date of such taking. If neither Landlord nor Tenant exercises such right to terminate this Lease in accordance with this section 12.1, this Lease shall terminate as to the portion of the Premises so taken as of the date of such taking and shall remain in full force and effect as to the portion of the Premises not so taken, and the Gross Rent shall be reduced as of the date of such taking in the proportion that the area of the Premises so taken bears to the total area of the Premises. If all of the Premises are taken by exercise of the power of eminent domain before the Commencement Date or during the Term, this Lease shall terminate as of the date of such taking.

12.2 Award. If all or any part of the Premises is taken by exercise of the power of eminent domain, all awards, compensation, damages, income, rent and interest payable in connection with such taking shall, except as expressly set forth in this section 12.2, be paid to and become the property of Landlord, and Tenant hereby assigns to Landlord all of the foregoing. Without limiting the generality of the foregoing, Tenant shall have no claim against Landlord or the entity exercising the power of eminent domain for the value of the leasehold estate created by this Lease or any unexpired Term. Tenant shall have the right to claim and receive directly from the entity exercising the power of eminent domain only the share of any award determined to be owing to Tenant for the taking of improvements installed in the portion of the Premises so taken by Tenant at Tenant's sole cost and expense based on the unamortized cost actually paid by Tenant for such improvements, for the taking of Tenant's movable furniture, equipment, trade fixtures and personal property, for loss of goodwill, for interference with or interruption of Tenant's business, or for removal and relocation expenses.

12.3 Temporary Use. Notwithstanding sections 12.1 and 12.2 to the contrary, if the use of all or any part of the Premises is taken by exercise of the power of eminent domain during the Term on a temporary basis for a period less than the Term remaining after such taking, this Lease shall continue in full force and effect, Tenant shall continue to pay all of the rent and to perform all of the covenants of Tenant in accordance with this Lease, to the extent reasonably practicable under the circumstances, and the condemnation proceeds in respect of such temporary taking shall be paid to Tenant.

12.4 Definition of Taking. As used herein, a "taking" means the acquisition of all or part of the Property for a public use by exercise of the power of eminent domain or voluntary conveyance in lieu thereof and the taking shall be considered to occur as of the earlier of the date on which possession of the Property (or part so taken) by the entity exercising the power of eminent domain is authorized as stated in an order for possession or the date on which title to the Property (or part so taken) vests in the entity exercising the power of eminent domain.

ARTICLE 13
Subordination and Sale

13.1 Subordination. This Lease shall be subject and subordinate at all times to the lien of all mortgages, deeds of trust, easements, 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 on or against Landlord's interest or estate therein, including any lease or other agreement that Landlord may execute with a fixed base operator, 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 or of any other action or 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 hereunder be disturbed, if no Event of Default then exists under this Lease, and Tenant shall attorn to the person who acquires Landlord's interest hereunder through any such mortgage or deed of trust. Furthermore and notwithstanding the foregoing, if Landlord executes a lease or other agreement with a fixed base operator, Landlord (at its sole option) may subordinate this Lease to such lease or other agreement with the fixed base operator, this Lease shall become a sublease thereunder and this Lease shall not be terminated or extinguished, nor shall the rights and possession of Tenant hereunder be disturbed, if no Event of Default then exists under this Lease, and Tenant shall attorn to such fixed base operator. Tenant agrees to execute, acknowledge and deliver upon demand such further instruments evidencing such subordination of this Lease to the lien of all such mortgages and deeds of trust as may reasonably be required by Landlord.

13.2 Sale of the Property. If the original Landlord hereunder, or any successor owner of the Property, sells or conveys the Property, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease accruing after such sale or conveyance shall terminate and the original Landlord, or such successor owner, shall automatically be released therefrom, and thereupon all such liabilities and obligations shall be binding upon the new owner. Tenant agrees to attorn to such new owner.

13.3 Estoppel Certificate. At any time and from time to time, Tenant shall, within ten (10) days after written request by Landlord, execute, acknowledge and deliver to Landlord a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the date and nature of each modification); (b) the Commencement Date and the Expiration Date determined in accordance with Article 2 and the date, if any, to which all rent and other sums payable hereunder have been paid; (c) that no notice has been received by Tenant of any default by Tenant hereunder which has not been cured, except as to defaults specified in such certificate; (d) that Landlord is not in default under this Lease, except as to defaults specified in such certificate; and (e) such other matters as may be reasonably requested by Landlord or any actual or prospective purchaser or mortgage lender. Any such certificate may be relied upon by Landlord and any actual or prospective purchaser or mortgage lender of the Property or any part thereof. At any time and from time to time, Tenant shall, within ten (10) days after written request by Landlord, deliver to Landlord copies of all current financial statements (including a balance sheet, an income statement, and an accumulated retained earnings statement), annual reports, and other financial and operating information and data of Tenant prepared by Tenant in the course of Tenant's business. Unless available to the public, Landlord shall disclose such

financial statements, annual reports and other information or data only to actual or prospective purchasers or mortgage lenders of the Property or any part thereof, and otherwise keep them confidential unless other disclosure is required by law.

ARTICLE 14 Notices

14.1 Method. Except as otherwise specifically provided in this Lease, all requests, approvals, consents, notices and other communications under this Lease shall be properly given only if made in writing and either deposited in the United States mail, postage prepaid, certified with return receipt requested, or delivered by hand (which may be through a messenger or recognized delivery, courier or air express service), or sent via facsimile or electronic mail, and addressed to the applicable party as specified in the **Basic Lease Information** (or to such other personnel or place as a party may from time to time designate in a written notice to the other party). Such requests, approvals, consents, notices and other communications shall be effective on the date: of receipt (evidenced by the certified mail receipt) if delivered by United States mail; of hand delivery if hand delivered; or of transmission as evidenced by a machine – generated receipt or proof of transmission if sent via facsimile or electronic mail. If any such request, approval, consent, notice or other communication is not received or cannot be delivered due to a change in the address of the receiving party of which notice was not previously given to the sending 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. Any request, approval, consent, notice or other communication under this Lease may be given on behalf of a party by the attorney for such party.

14.2 Close Calls and Mishaps.

(a) For purposes of this Lease, the following terms shall have the following meanings: (i) “Close Call” shall mean an occurrence or a condition of employee concern in which there is no injury, or only minor injury requiring first aid, or damage to property or equipment of less than one thousand dollars (\$1000), but which possesses a potential to cause a Mishap (as defined below); and (ii) “Mishap” shall mean an unplanned event on or about the Property and arising from the acts or omissions of Tenant or its employees, agents, contractors or invitees that results in at least one (1) of the following: (1) injury to any person; (2) damage to public or private property (including foreign property); (3) occupational injury or occupational illness to any person; or (4) failure of a NASA mission. If, in Tenant’s discretion, Tenant believes that a Close Call or Mishap may become highly visible outside of Tenant’s organization (such as by the media or a governmental agency), then Tenant shall promptly notify Landlord by telephoning the NASA Ames Safety, Health and Medical Services Division at 650 – 604 – 5602.

(b) In addition, if a Mishap involves the death of an employee, or the hospitalization for inpatient care of three (3) or more employees, then as soon as possible after the Mishap but in no event more than eight (8) hours after Tenant has knowledge of any such Mishap, Tenant shall notify both the Occupational Safety and Health Administration (“OSHA”) by telephoning the area office nearest the site of the Mishap or OSHA’s toll-free number, 800 – 321 – 6742 and the NASA Ames Safety, Health and Medical Services Division at 650 – 604 – 5602.

(c) The Director of NASA Ames Research Center reserves the right to investigate any Mishap in accordance with Landlord's policies and procedures.

ARTICLE 15
Miscellaneous

15.1 General. 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 personal representatives, heirs, successors and assigns 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.

15.2 No 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 insist upon the performance by Landlord or Tenant in strict accordance with this Lease. The subsequent acceptance of rent hereunder by Landlord or the payment of rent by Tenant shall not waive any preceding breach by Tenant of any covenant in this Lease, nor cure any Event of Default, nor waive any forfeiture of this Lease or unlawful detainer action, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's or Tenant's knowledge of such preceding breach at the time of acceptance or payment of such rent.

15.3 Exhibits. The exhibits and any other attachments specified in the **Basic Lease Information** are attached to and made a part of this Lease.

15.4 Broker(s). Tenant warrants and represents to Landlord that Tenant has negotiated this Lease directly with Landlord and has not authorized or employed, or acted by implication to authorize or to employ, any other real estate broker to act for Tenant in connection with this Lease.

15.5 Waivers of Jury Trial and Certain Damages. Landlord and Tenant each hereby expressly, irrevocably, fully and forever releases, waives and relinquishes any and all right to trial by jury and any and all right to receive punitive, exemplary and consequential damages from the other (or any past, present or future member, trustee, director, officer, employee, agent, representative, or advisor of the other) in any claim, demand, action, suit, proceeding or cause of action in which Landlord and Tenant are parties, which in any way (directly or indirectly) arises out of, results from or relates to any of the following, in each case whether now existing or hereafter arising and whether based on contract or tort or any other legal basis: This Lease; any past, present or future act, omission, conduct or activity with respect to this Lease; any transaction, event or occurrence contemplated by this Lease; the performance of any obligation or the exercise of any right under this Lease; or the enforcement of this Lease. Landlord and

Tenant reserve the right to recover actual or compensatory damages, with interest, attorneys' fees, costs and expenses as provided in this Lease, for any breach of this Lease.

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

15.7 Governing Law. Except to the extent the same may be in conflict with the laws of the United States, the laws of the State of California shall govern the validity, construction and effect of this Lease. In instances 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, including California Civil Code Sections 1542, 1951.2 and 1951.4.

15.8 Confidentiality. Tenant shall hold all Confidential Information (as defined below) in strict confidence and, except as specifically set forth in this section 15.8 or to the extent as may be required by an order of a court of competent jurisdiction, shall not disclose, or permit the disclosure of, any Confidential Information to any third person without the prior written approval of Landlord, which approval may be given or withheld in Landlord's sole and absolute discretion. Tenant may disclose Confidential Information to its officers, directors, shareholders, partners, members, managers, employees, contractors, legal counsel, accountants, lenders or financial advisers with a need to have access to such information and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. Tenant shall immediately notify Landlord upon receipt of any request or demand from any third person for any Confidential Information or the discovery of any loss or unauthorized disclosure of the Confidential Information, and Tenant shall cooperate with Landlord to permit Landlord to exhaust all challenges to the disclosure of Confidential Information (including, without limitation, seeking to quash a subpoena or seeking a protective order). Tenant acknowledges that the Confidential Information is not necessarily in the public domain by virtue of the fact that Landlord is a Federal agency, and Tenant nevertheless agrees to be bound by the provisions of this section 15.8. As used in this Lease, the phrase "Confidential Information" shall mean this Lease, any of its terms or conditions, and all other information or other matter learned, used, furnished, disclosed or generated (or hereafter learned, used, furnished, disclosed or generated) by either party pursuant to this Lease or during the negotiations leading to this Lease.

15.9 Anti – Deficiency Act. Landlord's ability to perform its obligations under this Lease is subject to the availability of appropriated 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 U.S.C. §1341).

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date specified in the **Basic Lease Information**.

Tenant:

H211, LLC, a California limited liability company

By 

Ken Ambrose,
Vice President

Landlord:

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

By 

S. Pete Worden
Director, Ames Research Center

EXHIBIT A

Plan(s) Outlining the Premises

This site plan or floor plan is used solely for the purpose of identifying the approximate location and size of the Premises. The map of a portion of the Property immediately following this page is used solely to show the approximate location of the Building on the Property and certain other portions of the common area of the Property, including the parking area available for Tenant's non – exclusive use. The Building sizes, site dimensions, access, common and parking areas, and existing tenants and locations are subject to change at Landlord's discretion.

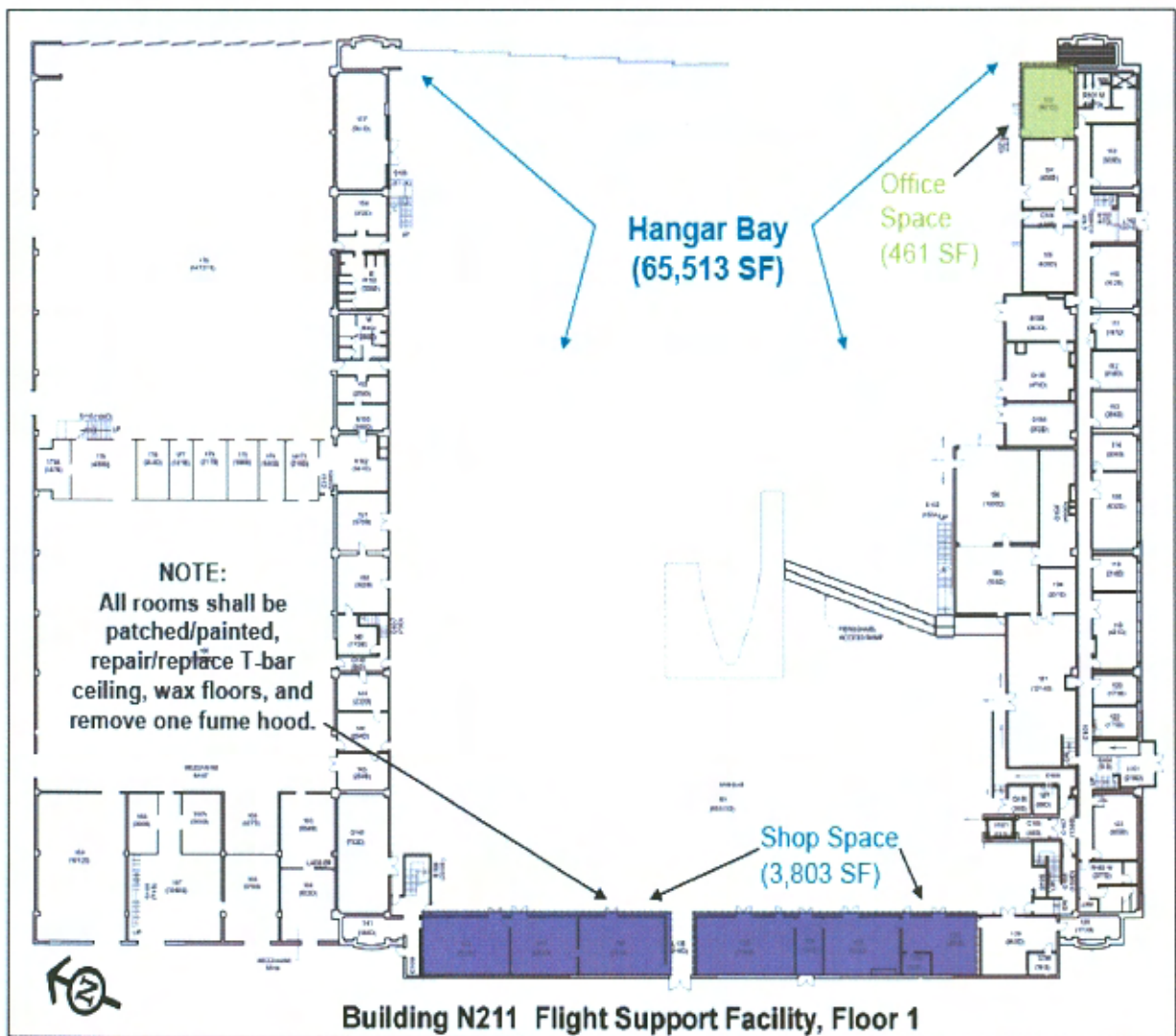
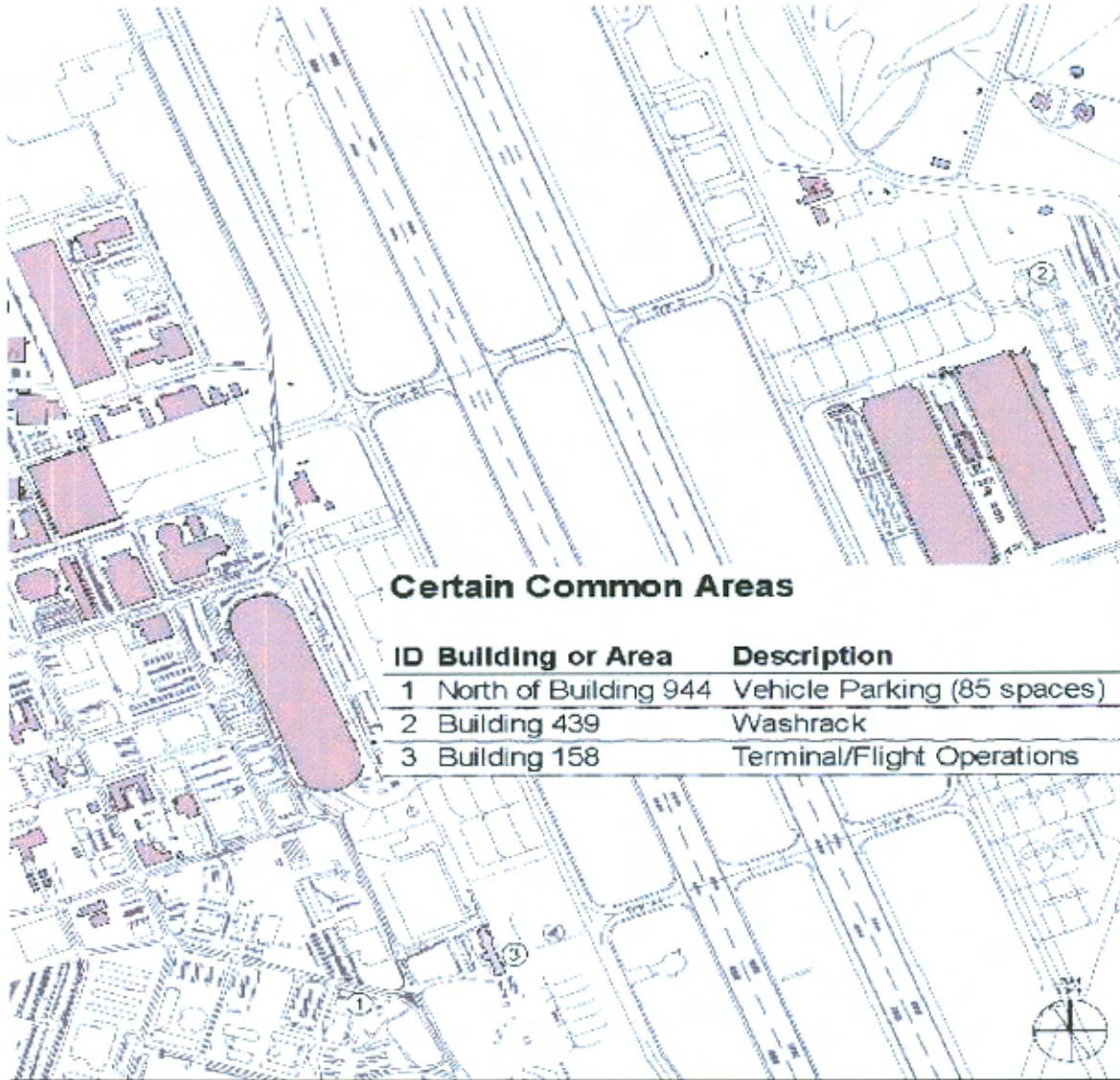


EXHIBIT A

Plan(s) Outlining Certain Common Areas of the Property



NASA AMES RESEARCH CENTER

Moffett Federal Airfield, California

PROJECT:

**H211, LLC
CERTAIN COMMON AREAS**

SCALE:
1:700

EXHIBIT:

A

DATE:
11 JUN 07

REFERENCE:
H211_COMMON_AREAS.dwg

EXHIBIT B

Aviation Support Equipment

<u>EQUIPMENT TYPE</u>	<u>QUANTITY</u>
T-38 TOW BAR	1 ea.
C-130/C-141 TOW BAR	1 ea.
G-4/G-5 TOW BAR	1 ea.
LEAR JET TOW BAR	1 ea.
BEECH KING AIR TOW BAR	1 ea.
LOW BOY TUG	2 ea.
PAY MOVER	1 ea.
T-38 ENTRANCE LADDER	3 ea.
F-16 ENTRANCE LADDER	1 ea.
LUGGAGE BELT LOADER	1 ea.
LARGE AIRCRAFT AIR STAIR	2 ea.
LAV CART	1 ea.
POTABLE WATER CART	1 ea.
28 V POWER CART	2 ea.
M32-60 AIR START CART	2 ea.
120 V AC 3 PHASE POWER CART	1 ea.
HIGH/LOW PRESSURE GASEOUS OXYGEN CART	1 ea.
LIQUID OXYGEN CART	1 ea.
HIGH PRESSURE NITROGEN CART	1 ea.
NUMEROUS MAINTENANCE STANDS	

EXHIBIT C

Schedule and Calculation of Monthly Gross Rent

A. Monthly Minimum Rent

Premises (1)	Square Feet (2)	Monthly Rental Rate/Sq.Ft. (3)	Monthly ISP Rate (4)	Utilities (5)	Monthly Minimum Rent (6)
Hangar Bay	65,513	\$ 1.00	\$ 0.22	\$ 0.06	\$ 83,911
Shop Space	3,803	\$ 1.25	\$ 0.22	NA	\$ 5,590
Office Space	461	\$ 1.50	\$ 0.40	NA	\$ 874
Total	69,777	NA	NA	NA	\$ 90,375

Notes:

- (1): Premises as defined in Lease.
- (2): Square Feet as shown in Exhibit A.
- (3): Initial Monthly Rental Rate per square foot; subject to escalation upon extension of Term.
- (4): Initial annual ISP rate of \$2.61 for Hangar Bay and Shop Space and \$4.74 for Office Space, subject to annual change.
- (5): Initial Utilities cost recovery rate of \$0.76 annual per square foot, subject to annual adjustment.
- (6): Monthly Minimum Rent = Column (2) x (Columns (3) + (4) + (5))

B. Calculation of Monthly Adjusted Rent

Aircraft (1)	Number (2)	Ave. Flight Duration in Hours (3)	Hourly Gallons of Fuel Burned (4)	Operations Per Quarter (5)	Quarterly Fuel Consumption (6)	Quarterly Adjusted Rent (7)	Monthly Adjusted Rent (8)
G - V/550	1	2.3	250	24	13,800	\$13,800	\$4,600
G - V/550	1	2.3	250	24	13,800	\$13,800	\$4,600
B767-200	1	2.3	750	24	41,400	\$41,400	\$13,800
B757 (9)	1	2.3	600	24	33,120	\$33,120	\$11,040
Total (10)	3	NA	NA	72	69,000	\$69,000	\$23,000

Notes:

- (1): Tenant-owned aircraft as authorized in the Lease.
- (2): Number of aircraft.
- (3): Initial flight duration is 2.3 hours; average flight duration to be calculated quarterly as set forth in the Lease.
- (4): Stipulated rate of gallons of fuel burned per hour.
- (5): Each landing and takeoff counts as an operation; operations to be calculated quarterly as set forth in the Lease.
- (6): Quarterly Fuel Consumption = Columns (2) x (3) x (4) x (5)
- (7): Quarterly Adjusted Rent = Column (6) x \$1.00
- (8): Monthly Adjusted Rent = Column (7) / 3
- (9) The B757 is not expected to operate from MFA before November 2007
- (10) Totals of columns (2) and (5) through (8) exclude the B757 as it will not operate from MFA before November 2007.

EXHIBIT D

SUPPORT AGREEMENT			
1. AGREEMENT NUMBER <i>(Provided by Supplier)</i> SAA2-402054		2. SUPERSEDED AGREEMENT NO.	3. EFFECTIVE DATE August 1, 2007
		4. EXPIRATION DATE <i>(May be "Indefinite")</i> September 30, 2007	
5. SUPPLYING ACTIVITY		6. RECEIVING ACTIVITY	
a. NAME AND ADDRESS National Aeronautics and Space Administration Ames Research Center Moffett Field, CA 94035-1000 Christopher C Kemp		a. NAME AND ADDRESS H211, LLC Attention: Ken Ambrose, Vice President 505 Hamilton Avenue, Suite 210 Palo Alto, CA 94301	
b. MAJOR COMMAND NASA HQ, Science Mission Directorate, Washington D.C.		b. MAJOR COMMAND H211, LLC	
7. SUPPORT PROVIDED BY SUPPLIER			
a. SUPPORT <i>(Specify what, when, where, and how much)</i> FY07 Cost Recovery for Hangar Bay, Shop Space, Office Space in N211, and MFA for the period of AUGUST 1, 2007 through SEPTEMBER 30, 2007 Monthly Gross Rent Monthly Minimum Rent: - Hangar Bay (65,513 sqft @ \$1.00/mo per sqft) - Shop Space (3,803 sqft @ \$1.25/mo per sqft) - Office Space (461 sqft @ \$1.50/mo per sqft) ISP - Due concurrently with Monthly Minimum Rent - Hangar Bay (65,513 sqft @ \$2.61/yr per sqft) - Shop Space (3,803 sqft @ \$2.61/yr per sqft) - Office Space (461 sqft @ \$4.74/yr per sqft) Demand Services - (Utilities only) - are due concurrently with Monthly Minimum Rent - Hangar Bay (65,513 sqft @ \$0.76/yr per sqft) - Shop Space (3,803 sqft @ n/a) - Office Space (461 sqft @ n/a) Monthly Adjusted Rent: - Moffett Federal Airfield Non - Monetary Consideration to perform work identified in section 3.1 (d) of the lease document (total is not to exceed \$123,325.00) GRAND TOTAL FOR THE PERIOD OF AUGUST 1, 2007 THRU SEPTEMBER 30, 2007 ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		b. BASIS FOR REIMBURSEMENT Cost Recovery for August 1, 2007 to September 30, 2007 Cost Recovery by sq ft Cost Recovery by sq ft Cost Recovery by sq ft Cost Recovery by sq ft Cost Recovery by sq ft Cost Recovery by sq ft Cost Recovery by sq ft Based on calculations in Exhibit C attached to the lease document. Not to exceed	c. ESTIMATED REIMBURSEMENT \$226,731.48 \$131,026.00 \$9,507.50 <u>\$1,383.00</u> \$141,916.50 \$28,498.16 \$1,654.31 <u>\$364.19</u> \$30,516.66 \$8,298.32 \$0.00 <u>\$0.00</u> \$8,298.32 \$46,000.00 (\$46,000.00) \$180,731.48
B. SUPPLYING COMPONENT		9. RECEIVING COMPONENT	
a. COMP TROLLER SIGNATURE N/A	b. DATE SIGNED N/A	a. COMP TROLLER SIGNATURE N/A	b. DATE SIGNED N/A
c. APPROVING AUTHORITY		c. APPROVING AUTHORITY	
(1) Typed Name Paul Agnew	(2) Organization Chief Financial Officer	(1) Typed Name Ken Ambrose, Vice President	(2) Organization H211, LLC
(3) Telephone Number (650) 604-1301	(4) Signature	(3) Telephone Number (925) 254-8800	(4) Signature
(5) Date Signed	(5) Date Signed	(5) Date Signed	(5) Date Signed
10. TERMINATION (Complete only when agreement is terminated prior to scheduled expiration date.)			
a. APPROVING AUTHORITY SIGNATURE		a. APPROVING AUTHORITY SIGNATURE	
b. DATE SIGNED		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.)

ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: Yes No

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

EXHIBIT E

List of Environmental Reports

Asbestos/Lead/Visible Mold Investigations for Building 211
Contaminated Groundwater Plume Maps
Soil and Groundwater Reports for AOIs 3 and 12
Final Interim Report on Phase 2 Follow-up Sampling and Analysis for Building N210 and
 Baseline Sampling for Buildings N211, N239A, and N259
National Environmental Policy Act (NEPA) Checklist
NEPA Record of Environmental Consideration

EXHIBIT F

Summary of Initial Work to the Premises

Remove the Jet walk in the Hangar Bay: \$97,650

The jet walk would be dismantled and transported/stored in Hangar 2. The jet walk foundation would be removed and the Hangar Bay floor patched to match existing. The cost includes relocating the floor fire protection system back to the south wall of the Hangar Bay.

Remove equipment, repair ceilings and refurbish Storage Space, and paint Office Space: \$25,675.