

TERMINATION OF LEASE

This Termination of Lease (the "Agreement") is made as of July 11, 2008 by and between the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an Agency of the United States, acting by and through Ames Research Center located at Moffett Field, California ("Landlord"), and AIRSHIP VENTURES, INC., a Delaware corporation ("Tenant"), with reference to the following facts:

A. Landlord and Tenant entered into that certain "NASA Ames Research Center Enhanced Use Lease of Historic Property," dated as of January 29, 2008 (SAA2 - 402223), as amended (collectively, the "Existing Lease"). Each capitalized term used in this Agreement, but not defined herein, shall have the meaning ascribed to it in the Existing Lease.

B. Landlord and Tenant are concurrently entering into that certain NASA Ames Research Center Enhanced Use Lease of Historic Property (SAA2 - 402310) pursuant to which Landlord shall lease to Tenant substantially all of the first floor of "Building 20" and two storage spaces in "Building 21" (collectively, the "New Premises") on the terms and conditions set forth therein. Tenant intends to make certain improvements to the New Premises, which Tenant estimates will take approximately three (3) months to complete. Thereafter, Tenant will require additional time to relocate its personal property, equipment and fixtures from the Premises to the New Premises.

C. The parties desire to enter into this Agreement to terminate the Existing Lease on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Termination of Existing Lease. The Existing Lease shall terminate as of date which is thirty (30) days after the date on which Landlord's Chief Building Official issues to Tenant a final certificate of occupancy for the New Premises (the "Termination Date"). The parties acknowledge that the Existing Lease is a month - to - month tenancy, and nothing set forth in this Agreement limits each party's right to terminate the Existing Lease in accordance with its terms. Prior to the Termination Date, Tenant shall continue to pay to Landlord all rent which is or becomes due under the Existing Lease.

2. Rights and Obligations. Effective as of the Termination Date, Landlord and Tenant shall have no further rights or obligations under the Existing Lease except: (a) rights and obligations which arose prior to the Termination Date; and (b) obligations which, pursuant to the terms of the Existing Lease, survive the termination of the Existing Lease. Effective upon the Termination Date, Tenant hereby remises and quitclaims to Landlord all right, title and interest in, to and under the Existing Lease and in and to the Premises.

3. Surrender of Premises. Tenant unconditionally agrees to vacate the Premises and surrender the Premises to Landlord in its entirety on or before the Termination Date.

4. Liability for Breach. Tenant acknowledges and agrees that, notwithstanding the termination of the Existing Lease, Tenant shall remain liable for any breach of the Existing Lease or other failure to perform Tenant's obligations thereunder before the Termination Date, and any obligations which survive the termination of the Existing Lease, all of which obligations Tenant hereby ratifies.

5. Landlord's Remedies. Nothing herein shall limit or restrict Landlord's rights and remedies pursuant to the Existing Lease and applicable law in the event Tenant shall not have surrendered the Premises on or before the Termination Date.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Termination Date.

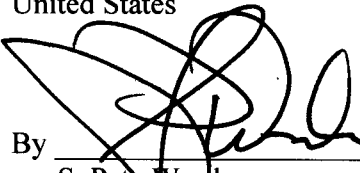
TENANT:

AIRSHIP VENTURES, INC., a Delaware corporation

By  _____
Alexandra Hall
Chief Executive Officer

LANDLORD:

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

By  _____
S. Pete Worden
Director, Ames Research Center