

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

This First Amendment to NASA Ames Research Center Enhanced Use Lease of Historic Property (the "Amendment") is made as of April 1, 2009 (the "Effective Date") by and between THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an Agency of the United States of America, acting by and through Ames Research Center ("Landlord"), and AIRSHIP VENTURES, INC., a Delaware corporation ("Tenant"), with reference to the following facts:

A. Landlord and Tenant entered into that certain NASA Ames Research Center Enhanced Use Lease of Historic Property, dated as of July 11, 2008 (SAA2 – 402310) (the "Original Lease"). Each capitalized term used in this Amendment, but not defined herein, shall have the meaning ascribed to it in the Original Lease.

B. Tenant has concluded that it does not currently require the use of approximately 7,317 square feet of space of the Building 20 Premises (the "Surrendered Premises"), and Tenant desires to surrender to Landlord possession of the Surrendered Premises. Landlord is willing to accept surrender of the Surrendered Premises as of the Effective Date on the terms and conditions of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Termination of Lease Regarding Surrendered Premises. In consideration of Tenant vacating and surrendering the Surrendered Premises as set forth herein, the Lease shall terminate only with respect to the Surrendered Premises as of the Effective Date. Upon such termination, Landlord and Tenant shall have no further rights or obligations under the Lease regarding the Surrendered Premises except: (a) rights and obligations which arose prior to the Effective Date; and (b) obligations which, pursuant to the terms of the Lease, survive the termination of the Lease. Effective upon the Effective Date, Tenant hereby remises and quitclaims to Landlord all right, title and interest in, to and under the Lease with respect to the Surrendered Premises.

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

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

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

(a) The Basic Lease Information attached to the Original Lease is hereby deleted and replaced in its entirety with the Basic Lease Information attached to this Amendment as Exhibit 1.

(b) The diagram outlining the Building 20 Premises attached to the Original Lease as a portion of Exhibit A is hereby deleted and replaced in its entirety with the diagram of the Building 20 Premises attached to this Amendment as Exhibit 2.

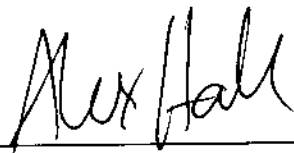
(c) The form of Support Agreement attached to the Original Lease as Exhibit C is hereby deleted and replaced in its entirety with the Support Agreement attached to this Amendment as Exhibit 3.

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

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Effective 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

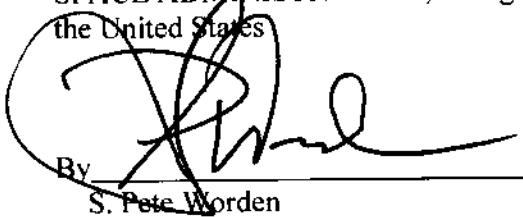
By  _____
S. Pete Worden
Director, Ames Research Center

EXHIBIT 1 TO FIRST AMENDMENT

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

Date: April 1, 2009.

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

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

Premises (section 1.1): (a) Rooms 122, 122A, 123, 125, 127 through 139 and the related common areas, outlined in Exhibit A, containing approximately 4,844 square feet (more or less) of building area (the "Building 20 Premises"), located within Building 20 ("Building 20"); and (b) garage units 10 and 11, as designated in Exhibit A, containing approximately 416 square feet (more or less) of building area (the "Building 21 Premises"), located within Building 21 ("Building 21"); all at NASA Ames Research Center, Moffett Field, California. Building 20 and Building 21 are individually referred herein as a "Building" and are collectively referred to herein as the "Buildings."

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

Term (section 2.1): Approximately two (2) years and three (3) months, subject to the right to extend the Term in accordance with section 2.1(b).

Commencement Date (section 2.1): July 15, 2008 as to the Building 20 Premises; October 1, 2008 as to the Building 21 Premises.

Rent Commencement Date (section 3.1): The earlier of (a) the date on which Landlord's Chief Building Official issues to Tenant a final certificate of occupancy for the Building 20 Premises following completion of Tenant's initial alterations and additions thereto, or (b) October 15, 2008.

Expiration Date (section 2.1): September 30, 2010.

Monthly Base Rent (dollars per month) (section 3.1(a)): \$6,020.80 (based on \$1.20 per square foot per month and the Building 20 Premises containing 4,844 square feet of space, and based on \$0.50 per square foot per month and the Building 21 Premises containing 416 square feet of space).

Non – Monetary Consideration (section 3.1(a): An amount equal to Tenant's actual out – of – pocket costs (not to exceed \$15,000.00) to perform the Improvements and Services Eligible for In – Kind Consideration (as identified on attached Exhibit B).

Initial Quarterly Standard Services, ISP Services and Demand Services (dollars per calendar quarter) (section 3.2(a)): \$12,871.82.

Security Deposit (section 3.3): \$15,000.00.

Rent Payment Address (section 3.7): NASA Shared Service Center (NSSC)-
FMD Accounts Receivable
Attn: For the Accounts of Ames Research Center
(Agreement #SAA2-402310)
Bldg. 1111, C Road
Stennis Space Center, MS 39529

Permitted Use of the Premises (section 4.1): Tenant shall use and occupy the Building 20 Premises solely for office purposes; provided, however, (a) rooms 123 and 125 of the Building 20 Premises may be used for Tenant's gift shop, and (b) room 122 of the Building 20 Premises may be used for Tenant's limited purpose café (including on – site sale and consumption of alcoholic beverages provided that Tenant obtains all necessary governmental permits, licenses and approvals, and complies with Applicable Laws (as defined in section 4.4)), meeting and hospitality purposes. Tenant shall use and occupy the Building 21 Premises solely for storage purposes.

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

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


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

The foregoing **Basic Lease Information** is incorporated in and made a part of the Lease to which it is attached. If there is any conflict between the **Basic Lease Information** and the Lease, the **Basic Lease Information** shall control.

Tenant:

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

EXHIBIT 2 TO FIRST AMENDMENT

Revised Diagram of the Building 20 Premises

(Portion of Exhibit A to Original Lease, as amended)

This site plan or floor plan is used solely for the purpose of identifying the approximate location and size of the Building 20 Premises. Building sizes, site dimensions, access, common and parking areas, and existing tenants and locations are subject to change at Landlord's discretion.

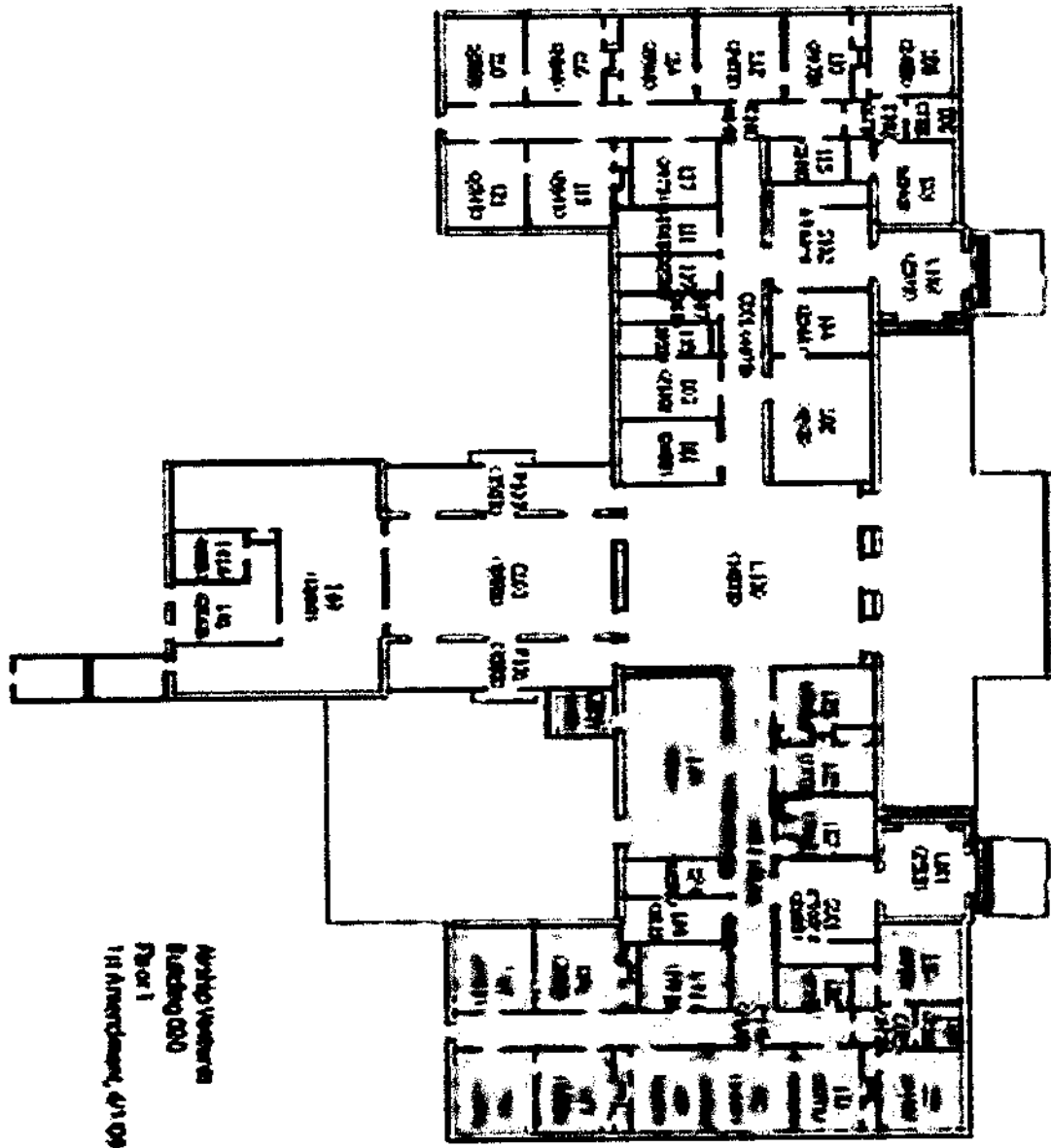


EXHIBIT 3 TO FIRST AMENDMENT

Revised Support Agreement

(Exhibit C to Original Lease, as amended)

[Consists of three pages immediately following this page]

SUPPORT AGREEMENT

1. AGREEMENT NUMBER <i>(Provided by Supplier)</i> SAA2-402310		2. SUPERSEDED AGREEMENT NO.		3. EFFECTIVE DATE April 1, 2009		4. EXPIRATION DATE <i>(May be Indefinite)</i> September 30, 2009	
5. SUPPLYING ACTIVITY				6. RECEIVING ACTIVITY			
a. NAME AND ADDRESS National Aeronautics and Space Administration Ames Research Center Moffett Field, CA 94035-1000 NRP Business Development Specialist: Cynthia Carbon-Norman				a. NAME AND ADDRESS Airship Ventures, Inc. P.O. Box 345 Moffett Field, CA 94035-0345 Attn: Alexandra Hall, CEO			
b. MAJOR COMMAND NASA HQ, Science Mission Directorate, Washington D.C.				b. MAJOR COMMAND			
7. SUPPORT PROVIDED BY SUPPLIER							
a. SUPPORT <i>(Specify what, when, where, and how much)</i> Oct 1, 2008 - March 31, 2009: - Office Rent @ \$1.20 sf/mo (12,161 sf) - Storage Rent @ \$0.50 sf/mo (416 sf) Base Rent Total - ISP Office @ \$4.97 sf/year - ISP Storage @ \$2.73 per sf/year - Utilities (Office) @ \$3.50 sf/year - Janitorial @ \$2.31 sf/year (4,163 sf) - Demand Service (Refuse removal) - Other Demand Services (ie, network, facilities., etc.) ----- 1st Amendment, April 1 - Sept. 30, 2009: - Office Rent @ \$1.20 sf/mo (4,844 sf) - Storage Rent @ \$0.50 sf/mo (416 sf) - ISP Office @ \$4.97 sf/year - ISP Storage @ \$2.73 per sf/year - Utilities (Office) @ \$3.50 sf/year - Janitorial @ \$2.31 sf/year (3,716 sf) - Demand Service (Refuse removal) Security Deposit Grand Total In-Kind Consideration per original Agreement Total Cash Consideration				b. BASIS FOR REIMBURSEMENT Market Comps Cost Recovery by sq. ft. Cost Recovery by sq. ft.		c. ESTIMATED REIMBURSEMENT \$ 80,262.60 <u>\$ 1,144.00</u> \$ 81,406.60 \$ 27,701.75 \$ 520.52 \$ 19,508.27 \$ 4,407.58 \$ 338.69 \$ 11,247.58 \$ 34,876.80 \$ 1,248.00 \$ 12,037.34 \$ 567.84 \$ 8,477.00 \$ 4,291.98 \$ 369.48 \$ 15,000.00 \$ 221,999.43 <u>(\$15,000.00)</u> \$206,999.43	
ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: <input type="checkbox"/> Yes <input type="checkbox"/> No							
8. SUPPLYING COMPONENT				9. RECEIVING COMPONENT			
a. COMPTROLLER SIGNATURE n/a		b. DATE SIGNED n/a		a. COMPTROLLER SIGNATURE n/a		b. DATE SIGNED n/a	
c. APPROVING AUTHORITY				c. APPROVING AUTHORITY			
(1) Typed Name Paul Agnew		(3) Telephone Number (650) 604-1301		(1) Typed Name Alexandra Hall, CEO		(3) Telephone Number (408) 334-4166	
(2) Organization Chief Financial Officer		(5) Date Signed		(2) Organization Airship Ventures, Inc.		(5) Date Signed	
(4) Signature				(4) Signature			
10. TERMINATION (Complete only when agreement is terminated prior to scheduled expiration date.)							
a. APPROVING AUTHORITY SIGNATURE		b. DATE SIGNED		a. APPROVING AUTHORITY SIGNATURE		b. DATE SIGNED	

11. GENERAL PROVISIONS (Complete blank spaces and add additional general provisions as appropriate: e.g., exceptions to printed provisions, additional parties to this agreement, billing and reimbursement instructions.)

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

ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: Yes No

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

Rent Credit for Tenant Improvement - Ref. Sect. 3.1(a), SAA2-402310:

In-kind consideration toward rent for the amount equal to Tenant's actual out-of-pocket costs (NTE \$15,000) to perform tenant improvements to Bldg. 20 Premises (as described in Exhibit B).

ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: Yes No