

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

This Second Amendment to NASA Ames Research Center Enhanced Use Lease of Historic Property (the "Amendment") is made as of September 23, 2011 (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), as amended (collectively, the "Original Lease"). Each capitalized term used in this Amendment, but not defined herein, shall have the meaning ascribed to it in the Original Lease.

B. Tenant previously exercised (and Landlord approved) the rights to extend the Term set forth in section 2.1(b) of the Original Lease, and the current Expiration Date is September 30, 2011. Tenant desires to extend further the Term, and Landlord is willing to extend the Term as of the Effective Date on the terms and conditions of this Amendment.

NOW, THEREFORE, the parties agree as follows:

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

(a) The Basic Lease Information attached to the Original Lease is hereby deleted and replaced in its entirety with the Basic Lease Information attached to this Amendment as Exhibit 1. Among other things, the amended Basic Lease Information sets forth: (i) a new Expiration Date of September 30, 2013; (ii) the amount of monthly Base Rent as of October 1, 2011; and (iii) the amount of quarterly Standard Services, ISP Services and Demand Services as of the Effective Date (based on the Government's fiscal year 2011 rates, which rates may change for fiscal year 2012 and/or 2013).

(b) Section 2.1(b) of the Original Lease is hereby deleted and is of no further force.

(c) The form of Support Agreement attached to the Original Lease as Exhibit B is hereby deleted and replaced in its entirety with the Support Agreement attached to this Amendment as Exhibit 2.

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

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the Effective Date.

Tenant:

Landlord:

AIRSHIP VENTURES, INC., a Delaware corporation

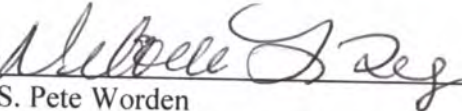
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an Agency of the United States

By

  
\_\_\_\_\_

Brian Hall  
Chief Executive Officer

By

  
\_\_\_\_\_

S. Pete Worden  
Director, Ames Research Center

EXHIBIT 1 TO SECOND AMENDMENT

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

Date: September 23, 2011.

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 five (5) years and three (3) months.

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, 2013.

Monthly Base Rent (dollars per month) (section 3.1(a)): \$6,222.88 (based on \$1.24 per square foot per month and the Building 20 Premises containing 4,844 square feet of space, and based on \$0.52 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)): \$11,638.90.

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.  
Bldg. 20, S. Akron Road  
P.O. Box 345  
Moffett Field, CA 94035  
Attn: Mr. Brian Hall


Exhibit A – Plan(s) Outlining the Premises  
Exhibit 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

  
\_\_\_\_\_  
Brian Hall  
Chief Executive Officer

Landlord:

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

By

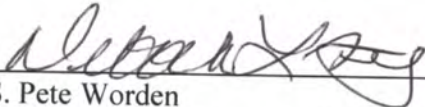
  
\_\_\_\_\_  
S. Pete Worden  
Director, Ames Research Center

EXHIBIT 2 TO SECOND AMENDMENT

Revised Support Agreement

(Exhibit B to Original Lease, as amended)

[Consists of three pages immediately following this page]

## ENHANCED USE LEASE SUPPORT AGREEMENT EXHIBIT B

<b>1. AGREEMENT NUMBER</b> <i>(Provided by Supplier)</i> SAA2-402310		<b>2. SUPERSEDED AGREEMENT NO.</b>		<b>3. EFFECTIVE DATE</b> October 1, 2011		<b>4. EXPIRATION DATE</b> <i>(May be "Indefinite")</i> September 30, 2012	
<b>5. SUPPLYING ACTIVITY</b>				<b>6. RECEIVING ACTIVITY</b>			
a. NAME AND ADDRESS National Aeronautics and Space Administration Ames Research Center Moffett Field, CA 94035-1000  NRP Business Development Specialist: <b>Cynthia Carbon-Norman</b>				a. NAME AND ADDRESS Airship Ventures, Inc. Bldg. 20, P.O. Box 345 Moffett Field, CA 94035-0345 Attn: Brian Hall, CEO			
b. MAJOR COMMAND NASA HQ, Science Mission Directorate, Washington D.C.				b. MAJOR COMMAND			
<b>7. SUPPORT PROVIDED BY SUPPLIER</b>							
a. SUPPORT <i>(Specify what, when, where, and how much)</i> <b>Building 20 (office), 4,844 SF</b> <b>Building 21 (storage), 416 SF</b>  <b>Base Rent - Due monthly</b> - Office @ \$1.24 per sf/mo (CPI Increase, 10/01/11) - Storage @ \$0.52 per sf/mo (CPI Increase, 10/01/11) <b>Base Rent Total</b>  <b>ISP (FY11 rates, will change when FY12 rates announced) - Due in advance quarterly</b> - Office @ \$5.04 per sf/year - Storage @ \$2.77 per sf/year  <b>Standard Services (FY11 rate, will change when FY12 rate announced) - Due in advance quarterly</b> - Utilities (Office) @ \$4.18 sf/yr  <b>Demand Services - (FY11 rate, will change when FY12 rate announced) Due in advance quarterly</b> - Refuse removal (\$61.80 / mo) - Declined Janitorial Services  <b>Total</b> Security Deposit				b. BASIS FOR REIMBURSEMENT  Market Comps Market Comps   Cost Recovery by sq. ft.   Cost Recovery by sq. ft.   Cost Recovery by sq. ft.		c. ESTIMATED REIMBURSEMENT  \$ 72,078.72 <u>\$ 2,595.84</u> \$ 74,674.56   \$ 24,413.76 \$ 1,152.32   \$ 20,247.92  \$ 741.60 \$ - 0 - <b>\$121,230.16</b>  Paid in FY09, carryover into FY12 (\$ 15,000.00)	
ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: <input type="checkbox"/> Yes <input type="checkbox"/> No							
<b>8. SUPPLYING COMPONENT</b>				<b>9. RECEIVING COMPONENT</b>			
a. COMPTROLLER SIGNATURE n/a		b. DATE SIGNED n/a		a. COMPTROLLER SIGNATURE n/a		b. DATE SIGNED n/a	
<b>c. APPROVING AUTHORITY</b>				<b>c. APPROVING AUTHORITY</b>			
(1) Typed Name Paul Agnew				(1) Typed Name Brian Hall, CEO			
(2) Organization Chief Financial Officer		(3) Telephone Number (650) 604-1301		(2) Organization Airship Ventures, Inc.		(3) Telephone Number (650) 969-8100	
(4) Signature		(5) Date Signed		(4) Signature		(5) Date Signed	
<b>10. TERMINATION (Complete only when agreement is terminated prior to scheduled expiration date.)</b>							
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.)

ADDITIONAL SUPPORT REQUIREMENTS ATTACHED:  Yes  No



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