

FOURTH AMENDMENT TO NASA AMES
RESEARCH CENTER ENHANCED USE LEASE

This Fourth Amendment to NASA Ames Research Center Enhanced Use Lease (the "Amendment") is made as of May 30, 2012 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 H211, LLC, a California limited liability company ("Tenant"), with reference to the following facts:

A. Landlord and Tenant entered into that certain NASA Ames Research Center Enhanced Use Lease, dated as of July 31, 2007 (SAA2 - 402054), as amended (collectively, the "Original Lease"), with respect to certain premises more particular described therein, a portion of which is located in Building 211. Each capitalized term used in this Amendment, but not defined herein, shall have the meaning ascribed to it in the Original Lease.

B. Tenant requires additional warehouse space in connection with its activities at the Property. Landlord has additional warehouse space available in Building 211, commonly known as rooms 150 and 151 (consisting of approximately 754 gross square feet of space) (the "Additional Warehouse Space"), which Landlord is willing to lease to Tenant on the terms and conditions of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Amendments of the Original Lease. Effective as of June 1, 2012 (the "Effective Date"), the parties hereby agree that the Original Lease is amended as set forth in this section 1.

(a) Additional Warehouse Space. Tenant shall lease the Additional Warehouse Space commencing on the Effective Date.

(b) Basic Lease Information. 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 attached hereto updates Tenant's address for notices under the Original Lease.

(c) Plan Outlining Premises. The plan outlining the portion of the Premises in Building 211 attached as the first page to Exhibit A to the Original Lease is hereby deleted and replaced with the plan outlining the portion of the Premises in Building 211, including the Additional Warehouse Space, attached to this Amendment as Exhibit 2.

(d) Schedule and Calculation of Monthly Base Rent. The Schedule and Calculation of Monthly Base Rent attached to the Original Lease as Exhibit C is hereby deleted and replaced in its entirety with the Schedule and Calculation of Monthly Base Rent attached to this Amendment as Exhibit 3.

(e) Support Agreement. The form of Support Agreement attached to the Original Lease as Exhibit D is hereby deleted and replaced in its entirety with the form of Support Agreement attached to this Amendment as Exhibit 4.

(f) References. Except as otherwise specifically provided in this Amendment, during the portion of the Term on or after the Effective Date, all references in the Original Lease to the Warehouse Space shall refer to both the Warehouse Space described in the Original Lease and to the Additional Warehouse Space, or to either of them as the context in the Original Lease may require.

2. Payments. Upon signing this Amendment, Tenant shall pay to Landlord with respect to the Additional Warehouse Space (a) an amount equal to the monthly Base Rent for the month of June 2012, and (b) the other amounts set forth on the Support Agreement, if any, for the month of June 2012. In addition, Tenant shall pay to Landlord all other amounts as may be due and unpaid under the Original Lease as of the date of this Amendment.

3. 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:

H211, LLC, a California limited liability company

By Ken Ambrose
Ken Ambrose
Vice President

Landlord:

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

By S. Pete Worden
S. Pete Worden
Director, Ames Research Center

EXHIBIT I TO FOURTH AMENDMENT

NASA AMES RESEARCH CENTER
ENHANCED USE LEASE

Amended Basic Lease Information

Date: June 1, 2012.

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): (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"), (c) rooms 103, 104 and 157 consisting of approximately 1,640 square feet of building area (the "Office Space") and (d) rooms 150 and 151 consisting of approximately 754 square feet of building area, all as outlined in Exhibit A and located within Building 211 ("Building 211"), at NASA Ames Research Center, Moffett Field, California; and (2) approximately 2,490 square feet of building area as outlined in Exhibit A and located within Building 144 ("Building 144") (which space, together with the space described in clause (1)(d) above, is collectively referred to herein as the "Warehouse Space"), at NASA Ames Research Center, Moffett Field, California. Building 211 and Building 144 are referred to herein individually as a "Building" and collectively as the "Buildings."

Property (section 1.1): The land, the buildings and other improvements known as Moffett Field, California.

Initial Term (section 2.1): Seven (7) years.

Commencement Date (section 2.1): August 1, 2007; provided, however, with respect to room 104, June 1, 2009; provided further, however, with respect to the portion of the Warehouse Space in Building 144, March 1, 2010; provided further, however, with respect to the portion of the Office Space commonly known as room 157, January 1, 2011; and provided, further, however, with respect to the portion of the Warehouse Space in Building 211, June 1, 2012.

Expiration Date (section 2.1): July 31, 2014.

Monthly Base Rent (dollars per month) (section 3.1(a)): \$79,324.65.

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.

Monthly Standard Services, ISP Services and Demand Services (dollars per calendar month) (section 3.2(a)): \$30,763.34.

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Security Deposit (section 3.3): None.

Rent Payment Address (section 3.7): NASA Shared Service Center (NSSC)-
FMD Accounts Receivable
Attn: For the Accounts of Ames Research Center
(Agreement #SAA2-402054)
Bldg. 1111, C Road
Stennis Space Center, MS 39529

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. Tenant shall use the Warehouse Space for non-hazardous storage of purposes, including storage of aircraft spare parts.

Landlord's Address (section 14.1): NASA Ames Research Center
Chief, Aviation Management Office, Mail Stop 158 – 1
Bldg. 158, Rm 216
P.O. Box 1
Moffett Field, CA 94035-0001


Tenant's Address (section 14.1): H211, LLC
555 Bryant Street
#347
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 Base 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. If there is any conflict between the **Basic Lease Information** and the Lease, the **Basic Lease Information** shall control.

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

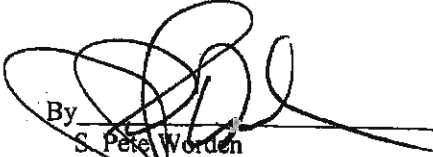
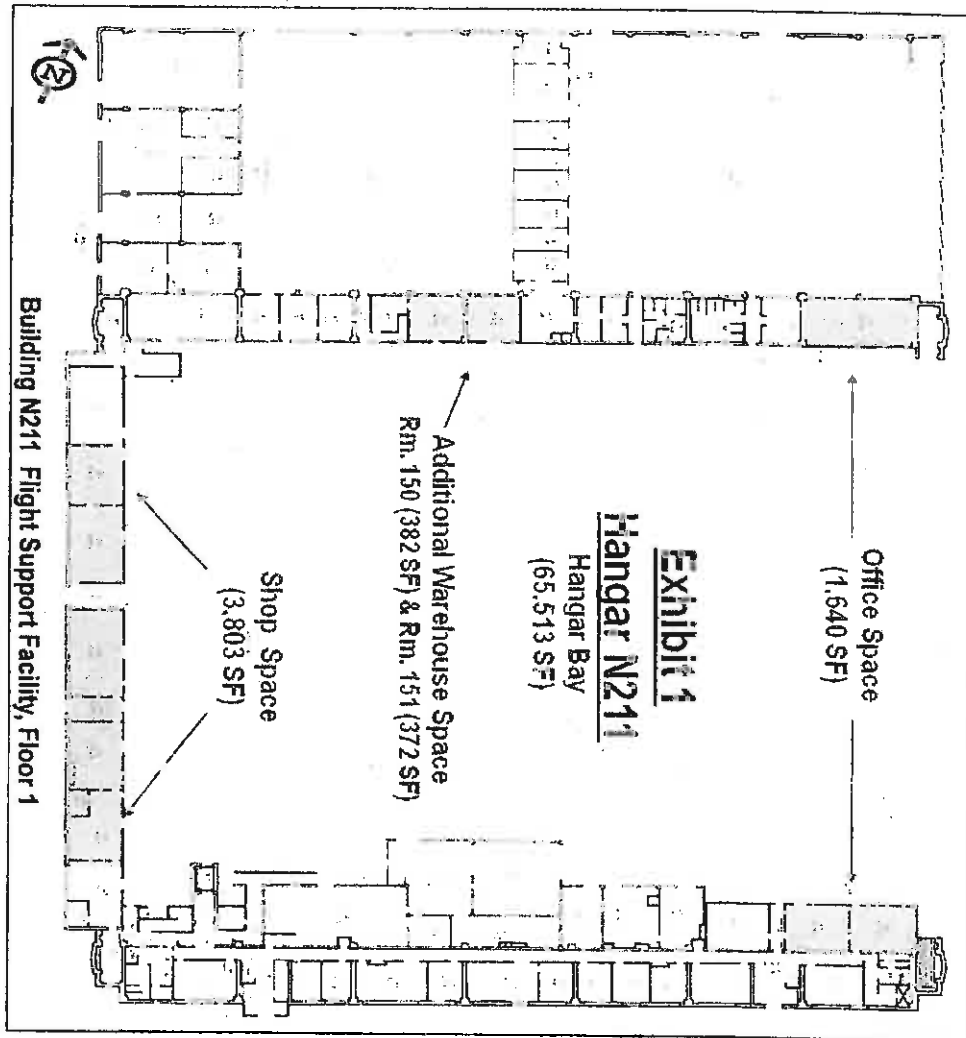
By 
S. Pete Worden
Director, Ames Research Center

EXHIBIT 2 TO FOURTH AMENDMENT

Plan(s) Outlining the Portion of the Premises in Building 211

(Portion of Exhibit A to Original Lease)

This site plan or floor plan is used solely for the purpose of identifying the approximate location and size of the portion of the Premises in Building 211. Building sizes, site dimensions, access, common and parking areas, and existing tenants and locations are subject to change at Landlord's discretion.



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EXHIBIT 3 TO FOURTH AMENDMENT

Schedule and Calculation of Monthly Base Rent

(Exhibit C to Original Lease)

Premises (1)	Square Feet (2)	Monthly Base Rent Rate/Sq.Ft. (3)	Portion of Monthly Rent (4)
Hangar Bay	65,513	\$ 1.044	\$68,406.48
Shop Space	3,803	\$ 1.305	\$ 4,962.92
Warehouse Space	3,244	\$ 1.044	\$ 3,387.28
Office Space	1,640	\$ 1.566	\$ 2,567.97
Total	74,200	NA	\$79,324.65

Notes:

(1) Premises as defined in Original Lease, as amended.

(2) Square Feet as shown in Exhibit A to the Original Lease, as amended.

(3) Current monthly Base Rent rate per square foot (rounded); subject to escalation.

(4) Portion of monthly Base Rent = Column (2) x Column 3; reflects the addition of: room 104 in Building 211 on June 1, 2009; the portion of the Warehouse Space in Building 144 on March 1, 2010; room 157 in Building 211 on January 1, 2011; and the portion of the Warehouse Space in Building 211 on June 1, 2012.

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EXHIBIT 4 TO AMENDMENT

Support Agreement

(Exhibit D to Original Lease)

[Consists of three pages immediately following this page]

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SUPPORT AGREEMENT

1. AGREEMENT NUMBER <i>(Provided by Supplier)</i> SAA2-402054		2. SUPERSEDED AGREEMENT NO.		3. EFFECTIVE DATE June 1, 2012		4. EXPIRATION DATE <i>(May be "indefinite")</i> September 30, 2012	
5. SUPPLYING ACTIVITY				6. RECEIVING ACTIVITY			
a. NAME AND ADDRESS National Aeronautics and Space Administration Ames Research Center Moffett Field, CA 94035-1000				a. NAME AND ADDRESS H211, LLC Attention: Ken Ambrose, Vice President 1010 El Camino Real, Ste. 200 Menlo Park, CA 94025			
b. MAJOR COMMAND NASA HQ Science Mission Directorate, Washington DC				b. MAJOR COMMAND H211, LLC			
7. SUPPORT PROVIDED BY SUPPLIER							
a. SUPPORT <i>(Specify what, when, where, and how much)</i> [Oct. 1, 2011 through May 31, 2012] Monthly Minimum Rent - Hangar Bay - Shop Space - Office Space - Storage - Warehouse - Add'l Storage - Hangar ISP - due w/Monthly Min. Rent - Hangar Bay - Shop Space - Office Space - Storage- Warehouse - Add'l Storage - Hangar Demand Services - due w/Monthly Min. Rent - Hangar Bay -Utilities - Shop and Office -Janitorial (other demand services will be assessed as needed) Moffett Federal Airfield Pool (based on FY11 operations)				b. BASIS FOR REIMBURSEMENT 65,513 sq.ft. @\$12.53/per yr 3,803 sq.ft. @\$15.66/per yr 1,640 sq.ft. @\$18.79/per yr 2,490 sq.ft. @\$12.53/per yr 754 sq.ft. @\$12.53/per yr <i>Sub-total</i> 65,513 sq.ft. @\$2.74/per yr 3,803 sq.ft. @\$2.74/per yr 1,640 sq.ft. @\$4.98/per yr 2,490 sq.ft. @\$2.74/per yr 754 sq.ft. @\$2.74/per yr <i>Sub-total</i> 65,513 sq.ft. @\$2.37/per yr 5,443 sq.ft. @\$1.27/per yr <i>Sub-total</i> ~\$6.2M \ 25,000 (ops cap) * 200 (est. ops) -per yr TOTAL FY 12 GRAND TOTAL		c. ESTIMATED REIMBURSEMENT [905,961.52] \$273,625.96 \$19,851.66 \$10,271.87 \$10,399.90 \$3,149.21 <i>\$317,298.60</i> <i>---\$79,324.65 per month</i> \$59,835.21 \$3,473.41 \$2,722.40 \$2,274.20 \$688.65 <i>\$68,993.87</i> <i>---\$17,248.47 per month</i> \$51,755.27 \$2,304.20 \$54,059.47 <i>---\$13,514.87 per month</i> \$16,466.67 <i>---\$4,116.67 per month</i> \$456,818.60 \$114,204.65 due per month ESTIMATE ONLY; MONTHLY PAYMENTS DUE IN ADVANCE \$1,362,780.12	
ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
8. SUPPLYING COMPONENT				8. RECEIVING COMPONENT			
a. COMPTROLLER SIGNATURE		b. DATE SIGNED		a. COMPTROLLER SIGNATURE		b. DATE SIGNED	
c. APPROVING AUTHORITY (1) Typed Name Paul Agnew				c. APPROVING AUTHORITY (1) Typed Name Ken Ambrose, Vice President			
(2) Organization Chief Financial Officer		(3) Telephone Number (650) 604-1301		(2) Organization H211, LLC		(3) Telephone Number 	
(4) Signature		(5) Date Signed		(4) Signature		(5) Date Signed	
10. TERMINATION <i>(Complete only when agreement is terminated prior to scheduled expiration date.)</i>							
a. APPROVING AUTHORITY SIGNATURE		b. DATE SIGNED		a. APPROVING AUTHORITY SIGNATURE		b. DATE SIGNED	

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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 Ken Ambrose prior to changing or cancelling support.
- c. The component providing reimbursable support in this agreement will submit statements of costs to 1010 El Camino Real, Ste. 200, Menlo Park, CA 94025
- 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.)

1) Moffett Federal Airfield Pool (MFAP):

The Airfield Use and Management support reimbursement is directly related to its cost (e.g. Air Traffic Control, Crash/Fire/Rescue, base operations, etc.). The MFAP based on the number of operations conducted, airfield cost and airfield operations cap.

2) Institutional Shared Pool (ISP), Utilities, Janitorial:

(a) The full rate for office space is \$11.59/sq.ft. The breakdown is as follows:

ISP: \$4.98/sq.ft.; Maintenance: by job basis; Janitorial: \$2.31/sq. ft.; Utilities: \$4.30/sq.ft.

(b) The full rate for hangar space is \$6.38/sq.ft. The breakdown is as follows:

ISP: \$2.74/sq.ft.; Maintenance: by job basis; Janitorial: \$1.27/sq. ft.; Utilities: \$2.37/sq.ft..

3) CMO

14.8% Maint, Janitorial;

2.2% Utilities

ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: Yes No

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