

ENHANCED USE LEASE

BETWEEN

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION,
AMES RESEARCH CENTER,

AND

U.S. ARMY, on behalf of the U.S. ARMY AVIATION AND MISSILE,
RESEARCH DEVELOPMENT AND ENGINEERING CENTER

REGARDING

BUILDINGS 215, 216A, 216B, 219, 248, 248A, 248B, 248C and T128

ARMY CONTRACT NO. DAC603-5-06-0201

August 1, 2006

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NASA AMES RESEARCH CENTER

FINANCED USE LEASE

This Financed Use Lease (the "Lease") is made as of August 1, 2006 (the "Commencement Date") by and between the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, acting by and through Ames Research Center located at Moffett Field, California ("Landlord"), and U.S. ARMY, acting by and through the U.S. ARMY CORPS OF ENGINEERS SACRAMENTO DISTRICT located in Sacramento, California, on behalf of the U.S. ARMY AVIATION AND MISSILE RESEARCH, DEVELOPMENT AND ENGINEERING CENTER ("Tenant"). This Lease is made by Landlord under the authority of section 315 of the National Aeronautics and Space Act of 1958, as amended (42 U.S.C. §3459), with reference to the following facts:

A. NASA Ames Research Center and organizations within the Army Materiel Command located on the Property (as defined in section 1.1) have previously entered into various agreements related to joint research programs and the Army's presence at the Property (collectively, the "Prior Agreements"). Landlord has informed the Army and the Army acknowledges that changes in Landlord's missions and programs, and current fiscal realities, require changes in the terms of the parties' relationship.

B. Landlord is willing to lease the Premises (as defined in section 1.1) to Tenant, and Tenant desires to lease the Premises from Landlord, on all of the terms and conditions of this Lease. If there are any collaborative efforts between the parties, those efforts will be documented in separate agreements.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
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) and subject to the covenants hereinafter set forth, all of the space in the buildings (each, a "Building" and collectively, the "Buildings") specified in Exhibit A attached hereto, together with that portion of Building 215 specified in Exhibit A attached hereto (collectively, the "Premises"), located at NASA Ames Research Center, Moffett Field, California 94035-1000 (the "Property"). The Premises are outlined on the plans included within Exhibit A attached hereto, and the gross area of the Premises and each Building is set forth in Exhibit A. Landlord and Tenant agree that, for purposes of this Lease, the Premises and the Buildings in which the Premises are located each contains the number of square feet of building area specified on Exhibit A attached hereto. 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, parking areas, 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 yardfield in accordance with Landlord's rules and requirements pertaining to use of the yardfield 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 in any unreasonable respect with the rights of Landlord and other tenants or users of the Property to use such common areas.

1.4 Use of Personal Property and Equipment. During the first ninety (90) days of the Initial Term, the parties shall prepare a list of Landlord's personal property, furniture, fixtures and equipment (collectively, "Landlord's Personal Property") located in the Premises as of the Commencement Date and which Tenant desires to use during the Term, and the parties shall execute a bailment agreement covering such Landlord's Personal Property. If there are items of Landlord's Personal Property that Tenant does not desire to use, then, provided the same is not affixed or attached to any of the Buildings and can readily be removed at a reasonable cost (as determined by Landlord), Landlord shall remove the same at its cost. During the Term, Landlord grants to Tenant a bailment to use all of Landlord's Personal Property identified on the list to be attached to this Lease as Exhibit B. If Tenant desires to dispose of any item of Landlord's Personal Property set forth on Exhibit B, Tenant shall notify Landlord and the parties shall meet and confer on the disposition of such item. During the Term, Tenant may elect, but shall not be obligated, to replace any item of Landlord's Personal Property as Tenant deems necessary. Upon the expiration or earlier termination of this Lease, Tenant shall return to Landlord all of Landlord's Personal Property listed on Exhibit B in usable condition, reasonable wear and tear excepted (excluding those items of Landlord's Personal Property which, in the ordinary course of Tenant's operations, are used, consumed or destroyed), including any items of Landlord's Personal Property that Tenant has chosen to acquire in connection with the operation of the Premises. (Provided, however, if Landlord becomes a non-federal agency or subdivision, then Tenant shall promptly return Landlord's Personal Property to the original Landlord, Tenant shall have no further obligation towards Landlord with respect to Landlord's Personal Property and Tenant shall cease using Landlord's Personal Property.) On or before the date which is ninety (90) days after the Commencement Date, Tenant shall update its own inventory of its personal property, furniture, fixtures and equipment (collectively, "Tenant's Personal Property") located at the Property and deliver the same to Landlord. During the Term, Landlord agrees to maintain such inventory of Tenant's Personal Property on Landlord's property database and reporting system.

1.5 Termination of Prior Agreements. Effective as of the Commencement Date, the parties hereby agree that the Prior Agreements are terminated and are of no further force. Termination of the Prior Agreements pursuant to this section 1.5 shall not affect any rights or obligations which arise under the Prior Agreements prior to the Commencement Date or any obligations which, pursuant to the terms of the Prior Agreements, survive the termination of thereof.

ARTICLE 2
Term

2.1 Initial Term of Lease. The initial term of this Lease shall be for five (5) years (plus the period between the Commencement Date and September 30, 2006) commencing on the Commencement Date and, unless sooner terminated as hereinafter provided, shall terminate on September 30, 2011 (the "Initial Term"). Landlord shall deliver possession of the Premises to Tenant on the Commencement Date. During the Term, Tenant shall use the Premises and the Buildings solely for the uses specified for each Building on Exhibit A attached hereto, and such ancillary uses as is ordinary and reasonably necessary to support each such specified use, and for lawful purposes incidental thereto, and no other purpose whatsoever. Tenant accepts the Premises and Landlord's Personal Property in its current "As Is" condition. Tenant agrees that Landlord has made no representations or warranties regarding the condition of the Premises or Landlord's Personal Property, nor any covenant to make any repairs or improvements to the Premises before the Commencement Date.

2.2 Extended Term of Lease. The Initial Term of this Lease shall be automatically extended for a term of five (5) years (an "Extended Term") unless either party delivers a notice to the other party terminating this Lease. Any such termination notice must be delivered by March 31 of the last year of the then-current Term. There shall be no more than four (4) Extended Terms, and in no event shall the Term extend beyond September 30, 2031. As used in this Lease, the term "Term" shall mean collectively the Initial Term, and all Extended Terms, as applicable.

ARTICLE 3
Consideration

3.1 Consideration. During the Term, Tenant shall pay to Landlord the amounts set forth on Exhibit C attached hereto as consideration for the leasing of the Premises, which amounts shall reimburse Landlord for the costs of all: ISP Services (as defined in section 3.4(c)); Utilities (as defined in section 3.4(d)); ASP Services (as defined in section 3.4(e)); and for all Demand Services (as defined in section 3.4(b)) requested by Tenant and provided by Landlord (pursuant to any Support Agreement (as defined in section 3.2(a)) or otherwise). All payments shall be made quarterly in advance on the first day of each calendar quarter during the Term, provided, however, Tenant shall pay the estimated consideration due during the calendar quarter in which the Commencement Date occurs within thirty (30) days after the Commencement Date.

3.2 Procedure. The consideration payable by Tenant shall be calculated and paid in accordance with the following procedures:

(a) Immediately following the execution of this Lease (and thereafter promptly following the beginning of each Government fiscal year), Landlord and Tenant shall execute a "Support Agreement" covering the current fiscal year (or remaining portion thereof). The then-current consideration and costs of services shall be set forth on each Support Agreement.

(b) Cost estimates for services, and reimbursement thereof, shall be consistent with Applicable Laws and Landlord's policy (including overhead charges imposed on reimbursable Army EOL Item 071006).

agreements), including the requirement for payment in advance of the rate at which Landlord anticipates incurring costs.

(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 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 to be performed after such termination.

(d) If any payment of estimated costs for services by Tenant exceeds the actual costs of such services, then the excess amount shall be credited against the next quarterly payment then due (or if the Lease is terminated, shall be refunded to Tenant). If any such estimated payment is less than the actual costs of such services, then Tenant shall pay the amount due promptly after Landlord delivers to Tenant notice of the amount due.

3.3 Payment Address. Tenant shall pay all consideration under this Lease to "NASA Ames Research Center" at the following address (or to such other person or at such other place as Landlord may from time to time designate in writing):

NASA Ames Research Center
Financial Management Division
Mail Stop 203-18
Moffett Field, CA 94035-1000
Attn: Collection Agent

3.4 Certain Definitions. As used in this Lease, the following terms shall have the following meanings:

(a) Airfield Shared Pool services ("ASP Services") are comprised of: (i) air traffic control; (ii) common grounds and runway, ramp and road maintenance; (iii) security; (iv) crash fire/rescue response; and (v) routine base operation support and management oversight related to this Lease. Currently, ASP Services and Landlord's method to calculate the costs thereof are referred to as the "Moffett Federal Airfield Pool," and are more particularly described, in full certain document entitled Services and Cost Sharing Methodologies for Resident Agencies, NASA Ames Research Center, Moffett Field, California bearing a revision date and effective as of September 2003, as revised (the "Blue Book") for Fiscal Year 2006.

(b) "Demand Services" shall mean all telecommunication and data communication services (including installation and/or connection by the Property's Internet systems), waste and refuse collection, and any other materials or services furnished by Landlord directly or indirectly to, for the benefit of, or used by Tenant on or about the Premises.

(c) 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) fire responder operations (Hazardous Material (as defined in section 4.21)); (v) utility infrastructure systems maintenance and repair; and (vi) routine administrative support and management oversight (i.e. environmental oversight) related to this Lease.

Currently, BP Services and Landlord's method to calculate the costs thereof are more particularly described in the Blue Book.

(d) "Utilities" shall mean all gas, electricity and other power services, and sewer services, and any other utilities (including water, but only if Landlord may provide water pursuant to Applicable Law) furnished by Landlord directly or indirectly to, for the benefit of, or used by Tenant on or about the Premises.

ARTICLE 3 Use of the Premises

4.1 **Permitted Use.** During the Term, Tenant shall use the Premises solely for the purposes set forth in section 2.1, and no other purpose whatsoever. Tenant shall not do or permit anything to be done in or about the Premises which will unreasonably obstruct or interfere with the rights of Landlord or other tenants or users of the Property, or injure or annoy them. Tenant shall not receive, store or otherwise handle any product or material that is explosive or highly inflammable, except in accordance with Applicable Laws and after delivering at least thirty (30) days prior notice to Landlord. 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 uses of the Premises set forth in section 4.1. 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-Pitts-Whittier 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 D.

(b) During the first three (3) months of the Initial Term, Tenant will develop a detailed hazardous wastewater prevention plan to prevent the release of additional hazardous

Material and to prevent Tenant or its employees, agents or contractors from exacerbating or causing a release of the existing Hazardous Material.

(c) Tenant hereby agrees that: (i) Tenant shall not conduct, or permit to be conducted, on the Premises any activity which is not a Permitted Activity; (ii) 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; (iii) Tenant shall obtain and maintain in effect all permits and licenses required pursuant to any Environmental Law for Tenant's activities on the Premises; (iv) Tenant shall at all times comply with all applicable Environmental Law; (v) 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; (vi) 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; (vii) 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; (viii) 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; (ix) 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 (x) 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 any of the Buildings as a result of any act or omission of Tenant or its agents, employees, contractors, invitees, permittees 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.

(d) With respect to clause (c)(i) and (c)(x) above, Tenant's activities will be included in Landlord's site wide permits and plans, as applicable, such as the Spill Prevention Control and Countermeasures Plan, the Storm Water Pollution Prevention Plan, the Biennial Hazardous Waste Report, the above ground storage tank statement, the Somersvale Industrial Waste Water permit, the Environmental Resources Document, the air permit, the hazardous materials storage permit and the Integrated Natural Resources Management Plan. The costs of coverage in these and other site wide plans is included in the consideration payable by Tenant pursuant to Article 3. Tenant shall promptly supply information to Landlord's Environmental Office that is needed to complete these documents, and Tenant shall comply with the conditions of these permits.

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, 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 (collectively, "Applicable Law"). Without limiting the foregoing, Tenant shall comply with all

safety directives, procedural requirements, procedures and guidelines, and standards promulgated by Landlord or NASA Ames Research Center from time to time, including 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 microwaves 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 at 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 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. §§ 2450b, 2472(a) and 2473(e)(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."

4.5 **Rules and Regulations.** The use and occupancy of the Premises shall be subject to such reasonable rules and regulations as may be prescribed from time to time by the NASA Ames 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 upon reasonable prior notice (which may be oral or written) provided to Tenant's Administrative POC (as defined in section 13.2) (except in case of an emergency or other circumstance in which prior notice cannot reasonably be given) in order to (a) inspect the Premises (including the storage, use and handling of any Hazardous Material), (b) determine whether Tenant is performing all of Tenant's obligations, (c) supply any service to be provided by Landlord and (d) make any repairs to any adjoining space or Utilities, or make any repairs, alterations or improvements to any other portion of the Property, provided all such work shall be done as promptly as reasonably practicable and to us 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. All locks for all doors to, 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.

ARTICLE 5

Utilities

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 Landlord's own power requirements to operate the Property and other facilities located thereon (which shall have priority over the Premises), 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. Landlord shall not be in default under this Lease or be liable for any damage or loss directly or indirectly resulting from any interruption of or failure to supply or delay in supplying any Utilities 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 of the Property, whether such results from mandatory restrictions or voluntary compliance with guidelines.

5.2 Tenant's Responsibilities. Tenant shall pay for all Utilities supplied to the Premises in accordance with Article 3 and the Utility Plan attached hereto as Exhibit E. Tenant shall make arrangements with appropriate telephone and internet service providers for any or all telephone and internet connection services to be provided directly to Tenant, and Tenant shall pay the costs thereof to the entity providing the same.

5.3 Electrical Meters. The parties acknowledge that some of the Buildings are not currently separately metered. On or before September 30, 2007, each party agrees to install, at its own expense, those electrical meters specified in the Utility Plan attached hereto as Exhibit E.

ARTICLE 6

Maintenance and Repairs

6.1 Landlord's Obligations. Landlord shall maintain and repair the common areas of the Property, and keep them in good condition, reasonable wear and tear excepted. The parties agree that, for purposes of this Article 6, the common areas of the Property extend (a) with respect to each Utility system, to the point of connection to each Building described on, and shown on the Utility Plan attached hereto as Exhibit E, and (b) with respect to any common areas of the Property other than the Utility systems, to the point which is five (5) feet from the exterior walls of each Building. With respect to Building 215, Landlord shall maintain the interior portion of Building 215 that is not part of the Premises and that are retained by Landlord for its use and occupancy. 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. Any damage to any part of the Property for which Landlord is responsible that is caused by Tenant or any agent, employee, contractor, invitee, permittee or licensee of Tenant shall be repaired by Landlord at Tenant's expense and Tenant shall pay to Landlord, promptly following billing by Landlord, as additional consideration under this Lease, the cost of such repairs incurred by Landlord.

6.2 Tenant's Obligations. During the Term, Tenant shall, at Tenant's sole cost and expense, maintain and repair the Premises and the Buildings and every part thereof and all equipment, fixtures and improvements thereon, and Landlord's Personal Property provided,

however, if Landlord becomes a non-Federal agency or subdivision, then Tenant shall promptly return Landlord's Personal Property to the original Landlord. Tenant shall have no further obligation towards Landlord with respect to Landlord's Personal Property and Tenant shall cease using Landlord's Personal Property), and keep all of the foregoing clean and in good order and operating condition, ordinary wear and tear excepted. Tenant agrees that its obligations under this section 6.2 include: (a) with respect to each Utility system, to the applicable point of connection described on, and shown on the Utility Plan attached hereto as Exhibit E, and (b) with respect to any common areas of the Property other than a Utility system servicing the Buildings, to the point which is five (5) feet from the exterior walls of each Building. Tenant shall promptly repair any damage to the Premises caused by Tenant or any agent, employee, contractor, invitee, permittee or licensee of Tenant. Landlord may give Tenant written notice of the need for any maintenance or repair for which Tenant is responsible, after which Tenant shall have thirty (30) days to perform the maintenance or make the repair. If Tenant fails to so perform the maintenance or make the repair, then Landlord may, at its option, perform the maintenance or make the repair, the cost of which shall be paid by Tenant to Landlord as additional rent within thirty (30) days after written demand. Tenant shall, at the end of the Term, surrender to Landlord the Premises and all alterations, additions, fixtures and improvements thereon or thereto in the same condition as when received, ordinary wear and tear excepted.

ARTICLE 7 Alterations

7.1 Alterations by Tenant. Tenant shall not make any alterations, additions or improvements to the exterior of the Premises or any Building, or to the portions of the Property adjacent to the Property, or attach any fixtures or equipment thereto, without Landlord's prior written consent. Any such alterations, additions and improvements to or to the Premises 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 any 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 any permits for the work required 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's contractors shall carry such liability and builder's risk insurance as Landlord may reasonably require with respect to the work, and Landlord and its employees shall be named as additional insureds on all liability policies. Tenant shall perform all work in accordance with the applicable plans and specifications, in a good and workmanlike manner, in compliance with all Applicable Laws. Tenant shall pay to Landlord all direct costs

and shall reimburse Landlord for all expenses incurred by Landlord in connection with the review, appraisal and supervision of any alterations, additions or improvements made by Tenant.

7.2 Disposition of Property. All alterations, additions, fixtures and improvements, 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. Should Tenant abandon any such alterations, additions, fixtures or improvements, they shall remain the property of the United States Government under Landlord's custody and shall be retained by Landlord. If Tenant abandons any alterations, additions, improvements, fixtures, equipment, or other personal property, Tenant shall promptly execute such documents as are reasonably necessary to transfer custody of any items. All movable furniture, equipment, trade fixtures, computers, office machines and other personal property (except for Landlord's 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

Allocation of Liability

8.1 First Party Liability. Each party agrees to assume liability for its own risks associated with activities undertaken in this Lease.

8.2 Third Party Liability. With respect to third party liability either (a) for acts arising from the conduct of an employee, agent, permittee, licensee or invitee of Tenant, or (b) arising out of the use, damage or destruction of leased property that is in the custody and under the control of Tenant, Tenant undertakes responsibility for the investigation, adjudication, settlement, payment or denial of any claims asserted against the United States. Without regard to the foregoing responsibilities, the Director of NASA Ames Research Center shall have the privilege, at his/her option, of investigating and reporting all accidents and incidents occurring at the Property or involving NASA Ames Research Center property, and Tenant agrees to cooperate fully in such investigation.

ARTICLE 9

Assignment and Subletting

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.

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 consideration or other amount of money or charge payable by Tenant and such failure continues for more than thirty (30) days after the date that Landlord delivers notice that such amount is 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 thirty (30) 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 thirty (30) 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 thirty (30) days and, having so commenced, thereafter prosecutes with diligence and dispatch and completes the curing of such failure or breach; or

(c) Tenant abandons the Premises.

10.2 Landlord's Default. If Landlord fails to perform or breaches any agreement or covenant of this Lease to be performed or observed by Landlord, Tenant shall give written notice to Landlord specifying such failure or breach, and Landlord shall have thirty (30) days after receipt of such notice within which to cure the same, provided, however, that if by its nature such failure or breach cannot reasonably be cured within such period of thirty (30) days, Landlord shall not be in default as long as Landlord commences with due diligence and dispatch the curing of such failure or breach within such period of thirty (30) days and, having so commenced, thereafter prosecutes with diligence and dispatch and completes the curing of such failure or breach.

10.3 Remedies. If an Event of Default occurs or Landlord breaches this Lease, the non-defaulting party shall have the right at any time to give a written termination notice to the other party 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 amounts due from Tenant pursuant to this Lease.

10.4 Landlord's Right to Terminate. Notwithstanding any other provision of this Lease, Landlord may terminate this Lease in accordance with 45 C.F.R. §1204.504.

10.5 Disputes.

(a) This section 10.5(a) applies where Landlord and Tenant are federal agencies or their subparts. If either party believes that a dispute exists under this Lease, then such party may elect to declare a dispute by delivering notice of such dispute (a "Dispute Notice") to the other party, which notice shall describe the nature of the dispute in reasonable detail and shall invoke the procedure for dispute resolution set forth in this section 10.5(a). If a dispute is so declared, the individuals identified by the parties for the receipt of notices pursuant to section 13.1 shall meet and communicate (in person, by telephone, electronically, or otherwise) as frequently as

reasonably possible during the thirty (30) days following delivery of the Dispute Notice in a good faith effort to resolve the dispute. If such individuals are unable to resolve the dispute within that thirty (30) day period, then the dispute shall be referred to each such individual's supervisor or manager. Such supervisors or managers shall meet and communicate (in person, by telephone, electronically or otherwise) as frequently as reasonably possible during the thirty (30) days following referral of the dispute in a good faith effort to resolve the dispute. If such supervisors or managers are unable to resolve the dispute within that thirty (30) day period, then the dispute shall be referred to the Director of NASA Ames Research Center and Tenant's Commanding Officer (or their respective designees), who shall meet and communicate (in person, by telephone, electronically or otherwise) as frequently as reasonably possible during the thirty (30) days following referral of the dispute in a good faith effort to resolve the dispute. If such individuals are unable to resolve the dispute within that thirty (30) day period, then either party may exercise any right or remedy set forth in this Agreement or which is otherwise available at law or in equity.

(b) This section 10.5(b) applies in the event Landlord or its successor-in-interest to this Lease is a non-Federal agency. All disputes arising under this Lease shall be resolved according to the Contract Disputes Act of 1978 (41 U.S.C. §§601-613).

ARTICLE 11 Damage or Destruction

11.1 Restoration. If any Building or the Premises, or any part thereof, is damaged by fire or other casualty before the Commencement Date or during the Term, and this Lease is not terminated pursuant to section 11.2, Landlord shall repair such damage and restore such Building and the Premises to substantially the same condition in which such Building and the Premises existed before the occurrence of such fire or other casualty and this Lease shall, subject to this section 11.1, remain in full force and effect. If such fire or other casualty damages the Premises or common areas of the Property necessary for Tenant's use and occupancy of the Premises and if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees or invitees, then, during the period the Premises is rendered unusable by such damage, Tenant shall be entitled to a reduction in the consideration payable pursuant to Article 7 in the proportion that the area of the Premises rendered unusable by such damage bears to the total area of the Premises. Landlord shall not be obligated to repair any damage to, or to make any replacements of, any alterations, additions, fixtures or improvements made by Tenant or any of Tenant's movable furniture, equipment, trade fixtures or personal property in the Premises. Tenant shall, at Tenant's sole cost and expense, repair and replace all such alterations, additions, fixtures, improvements, movable furniture, equipment, trade fixtures and personal property.

11.2 Termination of Lease. If any Building or the Premises, or any part thereof, is damaged by fire or other casualty before the Commencement Date or during the Term and the repair and restoration work to be performed by Landlord in accordance with section 11.1 cannot, as reasonably estimated by Landlord, be completed within two (2) months after the occurrence of such fire or other casualty, then Landlord shall have the right, by giving written notice to Tenant within sixty (60) days after the occurrence of such fire or other casualty, to terminate this Lease with respect to such Building as of the date of such notice. If Landlord does not exercise the

right to terminate this Lease with respect to such Building in accordance with this section 11.2, Landlord shall repair such damage and restore such Building and the Premises in accordance with section 11.1 and this Lease shall, subject to section 11.1, remain in full force and effect. A total destruction of any Building shall automatically terminate this Lease with respect to such Building effective as of the date of such total destruction.

ARTICLE 12 Subordination and Sale

12.1 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 in estate therein, 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, and Tenant shall attach to the person who acquires Landlord's interest hereunder through any such mortgage or deed of trust.

12.2 Sale of the Property If the original Landlord hereunder, or any successor owner of the Property, sells or conveys the portion(s) of the Property on which any or all of the Buildings are located, 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. If Landlord elects to sell or convey the portion(s) of the Property on which any or all of the Buildings are located to any person or entity such that fee title thereto would not be held by or for the benefit of the United States, then Landlord will endeavor to provide prior written notice to Tenant. Unless agreed to in writing, Tenant is not bound by such sale or transfer and may terminate this Lease within three hundred sixty-five (365) days after such sale or conveyance.

ARTICLE 13 Notices

13.1 Notices All requests, approvals, consents, and other communications under this Lease other than items covered by section 13.2 below (including, without limitation, any notice of default, any notice terminating this Lease, any Dispute Notice, or any request to assign the Lease or sublet the Premises pursuant to Article 9) 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, and addressed to the applicable party as set forth below (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, and other communications shall be effective on the date of receipt (evidenced by the certified mail receipt or 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). If

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any such request, approval, consent, 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.

Landlord:

Title: Deputy Director
 Address: NASA Ames Research Center
 Mail Stop 200 - 3
 Moffett Field, CA 94035 - 1000
 Telephone: (650) 604 - 2800
 Facsimile: (650) 604 - 3780

Lessee:

Title: Chief of Real Estate
 Address: U.S. Army Corps of Engineers
 Sacramento District
 ATTN: CESPK-RE-B
 Sacramento, CA 95814
 Telephone: (916) 557 - 6815
 Facsimile: (916) 557 - 7855

13.2 Administrative POCs: The personnel listed below are hereby designated as each party's administrative and operations point of contact (each, an "Administrative POC"). Among other things, the Administrative POCs shall be the primary point of contact between the parties to discuss and address routine administrative and operational issues related to the operation of the Premises and Tenant's presence at the Property. All such routine requests, approvals, consents, notices and other communications under this Lease shall be given orally by telephone or in writing (and deposited in the United States mail, or delivered by hand, or sent via facsimile or electronic mail), and addressed to the other party's Administrative POC (or to such other personnel or place as a party may from time to time designate in a written notice to the other party).

Landlord's Administrative POC:

Name: Tony R. Carangelo
 Address: Mail Stop 213 - 1
 Building 213, Room 216
 Moffett Field, CA 94035 - 1000
 Telephone: (650) 603 - 9206
 Facsimile: (650) 603 - 4984
 Email: tony.r.carangelo@nasa.gov

Tenant's Administrative POC:

Name: Wayne D. Mosher
 Address: Mail Stop 219 - 3
 Building 219, Room 204A
 Moffett Field, CA 94035 - 1000
 Telephone: (650) 604 - 2269
 Facsimile: (650) 604 - 2764
 Email: wmosher@mail.arc.nasa.gov

13.3 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 14

Further Assurance/Cooperation

14.1 Further Assurance Each party will use reasonable efforts to perform its responsibilities and obligations under this Lease. During the Term, the parties agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper to carry out the purpose of this Lease in accordance with this Lease.

14.2 Cooperation The parties agree to cooperate with each other to minimize adverse impacts to, and unreasonable interference with, the other party's operations and activities on and about the Property. Without limiting the foregoing, at least once per calendar quarter, the parties' respective Administrative DCCs (or their respective designees), and such other personnel as may be appropriate, shall meet to discuss any matters of mutual interest related to the operation and activities at the Premises and Property. Such matters may include, but not be limited to: (a) Tenant's schedule of tests and operations in the Premises (including a brief description of the nature of each test and operation, and whether highly flammable or explosive materials will be used, stored, generated or transported and all other safety issues associated with tests and operations); (b) Landlord's schedule of maintenance, repair, or other necessary access requests to the Premises and other scheduled maintenance, repair, restoration work or other work to be accomplished near the Premises that may impact operation or testing in the Premises; (c) testing and power requirements; (d) coordinating notice to the public and media; (e) preparing media operations plans; (f) coordinating work on common areas of the Property that may impact Tenant's use of the Premises; and (g) preparing safety plans and emergency response plans. The parties also agree to cooperate with each other to minimize interruptions of Utility services, and to provide as much advance notice as possible of the need to disrupt Utility service for maintenance work or other needs. If any Utility service is interrupted or reduced as a result of an emergency, order of any government or governmental agency or other cause beyond the

reasonable control of the parties, then the parties agree to restrict or reduce consumption of such utility proportionally during the period of such service interruption or reduction.

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 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 consideration hereunder by Landlord or the payment of consideration by Tenant shall not waive any preceding breach by Tenant of any covenant in this Lease, nor cure any Event of Default other than the failure of Tenant to pay the particular consideration so accepted, regardless of Landlord's or Tenant's knowledge of such preceding breach at the time of acceptance or payment of such consideration.

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

15.4 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, offers, agreements and understandings, oral or written, if any, between Landlord and 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.

15.5 Governing Law. The laws of the United States 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.

15.6 Anti-Deficiency Act. Landlord's and Tenant's ability to perform its respective 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)

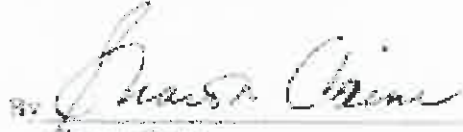
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date
first written above:

Tenant


Landlord

U.S. ARMY, acting by and through the U.S.
ARMY CORPS OF ENGINEERS
SACRAMENTO DISTRICT

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION



Allison Crane
Chief, Real Estate Division



S. Peter Warden
Director, Ames Research Center

EXHIBIT A

Description of Land Plans Outlining the Premises

The site plans or floor plans (consisting of sixteen (16) pages following the second page of this Exhibit A) are used solely for the purpose of identifying the approximate location and size of the Premises. Building sizes, site dimensions, access, common and parking areas, and existing tenants and locations are subject to change at Landlord's discretion.

**Army Institutional
Share Pool Cost**

5/2006

ISP cost: \$/SQFT **4.53**

	Total Office Conference	Shop	Hangar	Storage	WTcircuit Footprint	Total
N215	13,124				12,876	26,000
N216A		5,971				5,971
N216B		4,971				4,971
N219	16,160					16,160
N248	9,714		24,756			34,500
N248A				4,010		4,010
N248B				3,000		3,000
N248C				5,738		5,738
N248	7,260					7,260
Total	46,228	10,944	24,756	12,748	12,876	107,552
Adjustment Health Line	(1,824)					
Adjusted Total SQFT	44,404	10,944	24,756	12,748	12,876	105,728
Weighting Factor	1.0	0.167	0.5	0.5	0.3	
Weighted Sq Ft	44,404	7,300	12,378	6,374	3,863	74,318
ISP Cost	\$201,150	\$33,007	\$66,072	\$30,874	\$17,698	\$336,663
Total ISP cost						\$336,663

Assumptions:

- 1) Weighting factors from Blue Book vers 05. On 2) ARC Health Unit square feet removed.

Exhibit A - Pages 2-18 redacted in its entirety under Exemption
7(E), 7(F)

EXHIBIT B

List of Personal Property

[To Be Attached During the First Ninety (90) Days
of the Initial Term Pursuant to Section 1.2]

EXHIBIT C

Consideration

In consideration of the lease of the Premises, Tenant agrees to pay the following amounts and to perform the following obligations:

Tenant shall pay to Landlord costs for ISP Services and for Demand Services as more particularly set forth in the Lease to which this Exhibit C is attached. For fiscal year 2006, the amounts included as costs of ISP Services and the weighting factors applied to the area of the Premises are determined in accordance with the Blue Book, resulting in an estimated cost for ISP Services for fiscal year 2006 of \$336,000.

Tenant also shall pay to Landlord such other amounts as may be due in accordance with such Lease or any Support Agreement executed pursuant to the Lease.

Tenant shall perform, at its expense, the maintenance obligations set forth in section 6.2 of the Lease. Upon the expiration or earlier termination of the Lease, Tenant shall surrender the Premises and dispose of certain property all as more specifically provided in sections 6.2 and 7.2 of the Lease.

EXHIBIT D

List of Environmental Reports

Reports pertaining to:

Area of Investigation (AOI) 3

AOI 3 East

AOI 4

Orion Park Plume

The following Lead and Asbestos Reports for Buildings 215, 216, 216A, 219, 248, and 112B, as available:

Title	DocCodeID	ReportDate
Sampling & Analysis Of N216 Roofing	199909435543	4/1/1999
Asbestos Abatement Oversight N 215 Exterior Transit Siding	199661904877	6/24/1996
Asbestos Abatement N215 Transit Exterior Siding	199661904977	6/26/1996
Asbestos Abatement Oversight - N215 Exterior Transit Siding Removal	199662774877	7/29/1996
Analysis Of Wastewater In Curbs At N211 Aircraft Washrack	199757717756	5/10/1994
Evaluation for asbestos	95354362430	9/10/1999
Air Sampling in the 7 X 10 Army Foot Wind Tunnel #1	99331074992	3/17/1999
Repeat Lead Dust Wipe Sampling in Bloc 216A	99404769992	7/16/1999
Asbestos Inspection Report	200263003 34E	6/10/2002
Asbestos Inspection Report	200263003 34E	6/10/2002
Asbestos Inspection Report	200263003 34E	6/10/2002
Asbestos Inspection Report	200263003 34E	6/10/2002
Asbestos Inspection Report	200263003 34E	6/10/2002
Asbestos Inspection Report	200263003 34E	6/10/2002
Asbestos Inspection Report	200263003 34E	6/10/2002
Asbestos Inspection Report - Roof	200263003 34E	4/30/2002
Asbestos and Lead Roof Survey N248	2003671509034-34	5/19/2002
Lead Monitoring in N215, N207, N215 and N210	2003677609034-32E	2/11/2003

EXHIBIT E

Utility Plan

This Utility Plan and Points of Connection sets forth: (i) the method by which consumption will be measured and charged for each of electricity, natural gas, water and sanitary sewer and (ii) drawings delineating the points of connection for the natural gas systems (the parties agree that the points of connection for water, sanitary shall be the point which is five (5) feet from the exterior walls of Building 215, 216A, 216B, 216, 248A, 248B, 248C and T12B).

A. Electricity

1. Delineation of electrical system operation and maintenance responsibilities
 - The table below delineates the 6 demarcation points for Landlord and Tenant distribution system responsibilities.
 - Ames Power Management System ("APMS") Meters within Tenant areas will remain responsibility of Landlord.
 - Maintenance and settings of the Protective Relays within Tenant areas will be the responsibility of Landlord.
2. Electrical Energy Use Determination
 - The table below delineates how the electrical energy use will be determined for the buildings leased by Tenant.
 - The table defines which points are Landlord energy and which are Tenant energy.
 - The APMS will be programmed by Landlord to compile the energy use data for Tenant.
3. Tenant Electrical Energy Cost Rate
 - NASA Ames Research Center's electrical service provider is the Department of Energy's Western Area Power Administration (Western). The electrical power supplied to Landlord is a combination of power from Western's Federal hydro-power resources and the electrical power market (supplemental) power purchased specially for Landlord by Western. The rate varies daily as a function of market conditions.
 - Tenant Rates
 - Energy costs each month will be based on a running 12 month average energy rate (same as rest of non-Wind Tunnel facilities on the NASA Ames campus) and the energy use as determined in the table below.

Exhibit E - Pages 2-9 redacted in its entirety under Exemption
7(E), 7(F)