

**FIRST AMENDMENT TO NASA AMES RESEARCH CENTER
ENHANCED USE LEASE**

This First Amendment to NASA Ames Research Center Enhanced Use Lease (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 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) (the "Original Lease"). The Original Lease covers certain premises more particularly described therein, including approximately 461 gross square feet of Office Space located in the Building (the "Original Office Space"). 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 requested additional office space in the Building. Following the relocation of existing equipment and related work, Landlord will have space available, commonly known as Room 104 containing approximately 438 gross square feet of space (the "Additional Office Space").

C. Tenant has exercised its right to extend the Initial Term as set forth in section 2.1(b) of the Original Lease.

D. The parties have determined that the provisions of the Original Lease regarding Monthly Adjusted Rent did not accurately approximate Tenant's utilization of MFAP Services. The parties have agreed that MFAP Services will be provided as Demand Services and, therefore, the parties desire to simplify the provisions regarding Gross Monthly Rent. Furthermore, Tenant desires to make its own arrangements to fuel its aircraft by transporting fuel that Tenant purchases directly from suppliers.

E. The parties desire to enter into this Amendment to lease the Additional Office Space to Tenant on all of the terms of the Original Lease as amended by this Amendment, and to amend the other provisions of the Original Lease as set forth in this Amendment.

NOW, THEREFORE, the parties agree as follows:

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

(a) Additional Office Space. Promptly following the execution of this Amendment, Landlord shall commence the work described on attached Exhibit 1 in order to make the Additional Office Space available to Tenant. Tenant shall reimburse Landlord for all costs incurred by Landlord in performing that work; as of the Effective Date, the parties estimate such costs to be as set forth on Exhibit 1. Tenant shall lease the Additional Office Space commencing on June 1, 2009; provided, however, if Landlord completes the work described on

Exhibit 1 prior to such date, then Tenant shall lease the Additional Office Space commencing on the date such work is complete.

(b) Plan Outlining Premises. The plan outlining the Premises (including the Original Office Space) attached to the Original Lease as the first page of Exhibit A is hereby deleted and replaced in its entirety with the plan outlining the Premises (including the Additional Office Space) attached to this Amendment as Exhibit 2.

(c) Term. The parties confirm that Tenant exercised its right to extend the Initial Term. Accordingly, the Expiration Date is July 31, 2011 and the provisions of section 2.1(b) shall be of no further force.

(d) Monthly Rent.

(i) Section 3.1 of the Original Lease is hereby amended as follows:

“3.1 Gross Rent and Additional Rent. Tenant shall pay to Landlord the following amounts as rent for the Premises:

“(a) During the Term, Tenant shall pay to Landlord, as monthly base rent, the amount of monthly Base Rent specified in the Basic Lease Information, as the same may be adjusted as provided in this section 3.1. Monthly Base Rent is based on the amounts set forth on attached Exhibit C for the Hangar Bay, Shop Space and Office Space rent.

“(b) During each Government fiscal year (or part thereof) during the Term, Tenant shall pay to Landlord, as additional rent and in accordance with this Lease and the terms and conditions of the annual Support Agreement, the current form of which is attached hereto as Exhibit D (each, a “Support Agreement”):

“(i) The costs of Demand Services (as defined in section 3.6(a)) provided to Tenant by Landlord in such year;

“(ii) The costs of ISP Services (as defined in section 3.6(b)) provided to Tenant by Landlord in such year; and

“(iii) The costs of Standard Services (as defined in section 3.6(d)) provided to Tenant by Landlord in such year.

“(c) To permit the parties to reconcile estimated amounts of Demand Services for MFAP Services (as defined in section 3.6(c)), Tenant shall provide Landlord with the total number of take – off and landing operations at Moffett Federal Airfield of each of Tenant’s aircraft (identified by its registration or N-number) that occur during each Government fiscal year. Tenant shall provide such information on or before October 15 of each year during the Term. Following receipt of such information and in connection with preparing the annual Support Agreement, Landlord shall reconcile Tenant’s estimated payments of Demand Services for MFAP Services for the prior Government fiscal year and prepare a new estimate of such Demand Services for the current Government fiscal year.

[Section 3.1(d) remains as set forth in the Original Lease].

“(e) Intentionally omitted.”

[Sections 3.1(f) and (g) remain as set forth in the Original Lease].

(ii) All references in the Original Lease to “Gross Rent” are hereby amended to refer to “Base Rent.” All references in the Original Lease to Adjusted Monthly Rent are hereby deleted and shall be of no further force. In addition, the Schedule and Calculation of Monthly Gross 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. All references in the Original Lease to “section 3.1(e)” are hereby amended to refer to “section 3.1(b)” of the Original Lease as amended by this Amendment.

(iii) Section 3.2 of the Original Lease is hereby deleted and restated in its entirety as follows:

“3.2 Procedures. The additional rent payable by Tenant pursuant to section 3.1(b) (costs for Standard Services, ISP Services and Demand Services) shall be calculated and paid in accordance with the following procedures:

“(a) Immediately following the execution of this Lease, Landlord and Tenant shall execute the initial Support Agreement. The current costs of Standard Services, ISP Services and Demand Services are set forth on the initial Support Agreement. Tenant understands that such costs may increase in the future, and Tenant agrees to pay the costs of Standard Services, ISP Services and Demand Services as determined by Landlord from time to time.

“(b) Cost estimates for Standard Services, ISP Services and Demand Services, and reimbursement thereof, shall be consistent with Applicable Laws and Landlord’s policy, including the requirement for payment in advance of the rate at which Landlord anticipates incurring costs. Landlord will review costs for services periodically to ensure that the rates are based on actual costs to Landlord.

“(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 under section 3.1(b) 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 pursuant to section 3.1(b) to be performed after such termination.”

(e) Demand Services. Section 3.6(a) of the Original Lease is hereby deleted and restated in its entirety as follows:

“(a) ‘Demand Services’ shall mean all telecommunication and data communication services (including installation and/or connection to the Property’s Internet systems), MFAP Services, waste and refuse collection,

janitorial service, and any other materials or services (including, without limitation, Utilities in quantities exceeding building standard Utilities that Landlord will provide as set forth in section 5.1) furnished by Landlord directly or indirectly to, for the benefit of, or used by Tenant on or about the Premises; provided, however, "Demand Services" shall exclude all Standard Services."

(f) 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 4. The parties acknowledge that the Non – Monetary Consideration referred to in the Original Lease has previously been received in partial satisfaction of rent.

(g) 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 Support Agreement attached to this Amendment as Exhibit 5.

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

2. Payments. Upon signing this Amendment, Tenant shall pay to Landlord with respect to the Additional Office Space (a) an amount equal to the monthly Gross Rent for the month of April 2009, which amount Landlord shall apply to the monthly Base Rent for such month, and (b) the other amounts set forth on the Support Agreement, if any, for the calendar quarter during which the Effective Date occurs. 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. Finally, Tenant shall pay to Landlord the estimated cost to perform the work to make the Additional Office Space available to Tenant.

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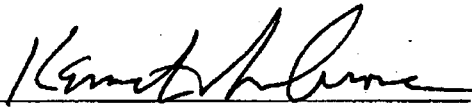
3. No Other Amendment; Conflicts. Except as set forth in this Amendment, the provisions of the Original Lease remain in full force. If the provisions of this Amendment conflict with the provisions of the Original Lease, then the provisions of this Amendment shall prevail.

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

Tenant:

H211, LLC, a California limited liability company

By

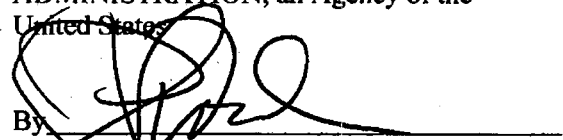


Ken Ambrose
Vice President

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

Work Related to Additional Office Space

<u>Work to be Performed</u>	<u>Estimated Cost</u>
Relocate current occupant of Room 110	\$400.00
Relocate existing phones	\$35.00 each
Activate computer ports in connection with relocation of computers (excludes any additional wiring required)	\$185.00 each
Relocate furniture from Room 104 to Room 110	\$200.00
Relocate video projector and screen from Room 104 to Room 110:	\$3,550.00
1. Remove projector screen from Room 104 and reinstall in Room 110.	
2. Remove projector and mount from Room 104 and reinstall in Room 110.	
3. Provide 120-volt circuit and receptacle for projector in Room 110.	
4. Remove all data and control circuits in ceiling and in Wiremold on wall in Room 104.	
5. Reinstall all data and control wires into Room 110.	
Clean and paint Room 110	\$1,100.00
Install blinds on exterior windows of Room 110	\$ <u>600.00</u>

[Handwritten signature] *KA*

EXHIBIT 2 TO FIRST AMENDMENT

Plan(s) Outlining the Premises

(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 Premises. The map of a portion of the Property immediately following this page is used solely to show the approximate location of the Building on the Property and certain other portions of the common area of the Property, including the parking area available for Tenant's non - exclusive use. The Building sizes, site dimensions, access, common and parking areas, and existing tenants and locations are subject to change at Landlord's discretion.

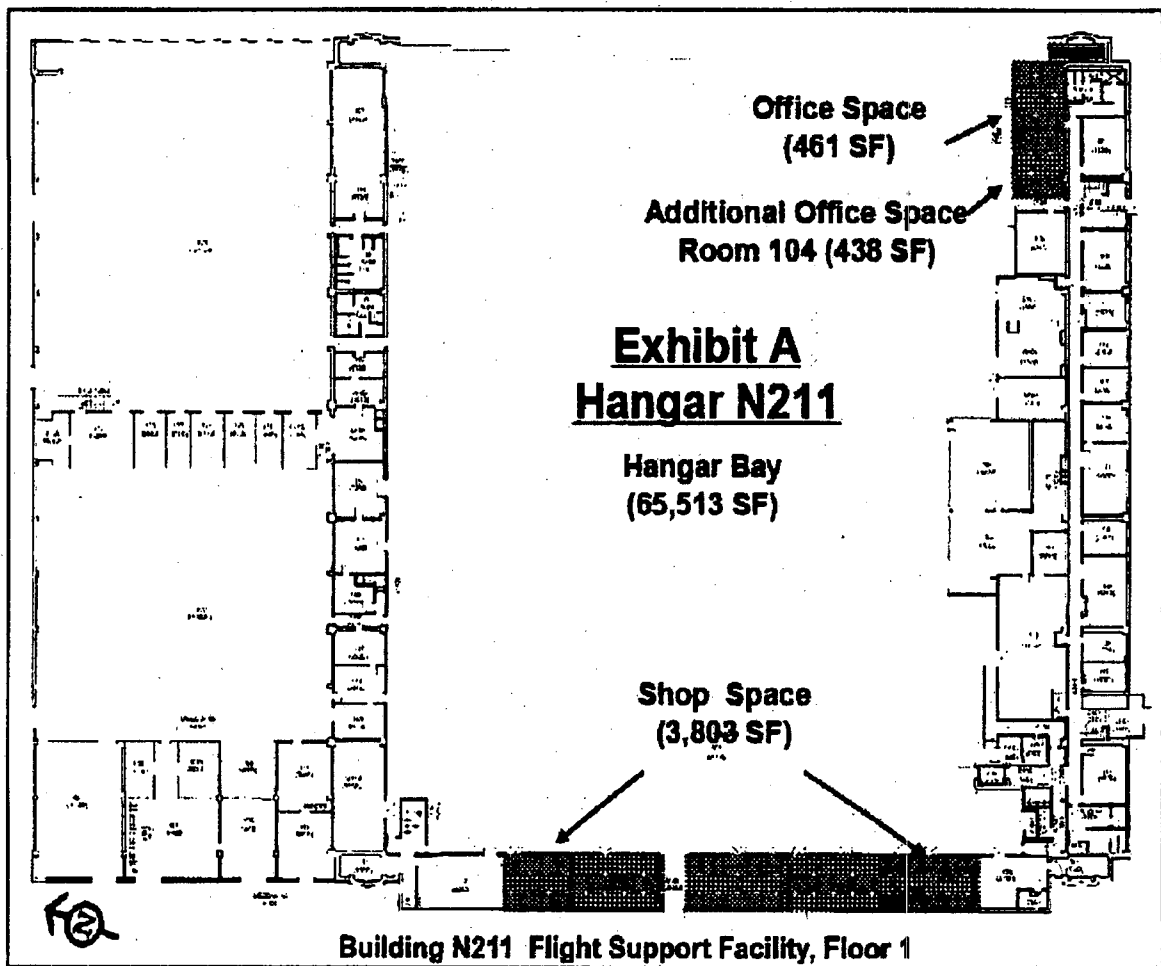


EXHIBIT 3 TO FIRST AMENDMENT

Schedule and Calculation of Monthly Base Rent

(Exhibit C to Original Lease)

Premises	Square Feet	Monthly Base Rent Rate/Sq.Ft.	Monthly ISP Rate	Utilities	Portion of Monthly Rent
(1)	(2)	(3)	(4)	(5)	(6)
Hangar Bay	65,513	\$ 1.00	\$ 0.23	\$ 0.16	\$ 91,063.07
Shop Space	3,803	\$ 1.25	\$ 0.23	NA	\$ 5,628.44
Office Space (7)	899	\$ 1.50	\$ 0.41	NA	\$ 1,717.09
Total	70,215	NA	NA	NA	\$ 98,408.60

Notes:

(1): Premises as defined in Lease.

(2): Square Feet as shown in Exhibit A.

(3): Initial Monthly Base Rent Rate per square foot; subject to escalation.

(4): Annual ISP rate of \$2.73 for Hangar Bay and Shop Space and \$4.97 for Office Space, subject to annual change.

(5): Annual Utilities cost recovery rate of \$1.93 annual per square foot, subject to annual adjustment.

(6): Portion of Monthly Rent = Column (2) x (Columns (3) + (4) + (5)); includes room 104, which commences on June 1, 2009

(7) Includes room 104, which commences on June 1, 2009

EXHIBIT 4 TO FIRST AMENDMENT

**NASA AMES RESEARCH CENTER
ENHANCED USE LEASE
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: H211, LLC, a California limited liability company.

Premises (section 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") and (c) rooms 103 and 104 consisting of approximately 899 square feet of building area (the "Office Space"), all outlined in Exhibit A and located within Building 211 (the "Building"), at NASA Ames Research Center, Moffett Field, California.

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

Initial Term (section 2.1): Two (2) years. Tenant has exercised its right to extend the Initial Term set forth in section 2.1(b).

Commencement Date (section 2.1): August 1, 2007; provided, however, with respect to room 104, June 1, 2009.

Expiration Date (section 2.1): July 31, 2011.

Monthly Base Rent (dollars per month) (section 3.1(a)): \$70,958.25; provided, however, upon commencement of leasing room 104, \$71,615.25

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 quarter) (section 3.2(a)): \$26,547.65; provided, however, upon commencement of leasing room 104, \$27,086.39.

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.

Landlord's Address (section 14.1): NASA Ames Research Center
Mail Stop 158 – 1
Moffett Field, CA 94035-1000
Attn: Chief, Aviation Management Office

Tenant's Address (section 14.1): H211, LLC
505 Hamilton Avenue, #210
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 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:

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 

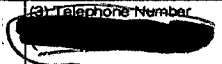
S. Pete Worden
Director, Ames Research Center

EXHIBIT 5 TO FIRST AMENDMENT

Support Agreement

(Exhibit D to Original Lease)

[Consists of three pages immediately following this page]

1. AGREEMENT NUMBER (Provided by Supplier) SAA2-402054		2. SUPERSEDED AGREEMENT NO.		3. EFFECTIVE DATE June 1, 2009		4. EXPIRATION DATE (May be Indefinite) 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				a. NAME AND ADDRESS H211, LLC Attention: Ken Ambrose, Vice President 505 Hamilton Avenue, Suite 210 Palo Alto, CA 94031			
b. MAJOR COMMAND NASA HQ Science Mission Directorate, Washington DC				b. MAJOR COMMAND H211, LLC			
7. SUPPORT PROVIDED BY SUPPLIER							
a. SUPPORT (Specify what, when, where, and how much) [Support Agreement Oct. 1, 2008 - May 31, 2009] Monthly Minimum Rent - Hangar Bay - Shop Space - Office Space ISP- due concurrently w/Monthly Min. Rent - Hangar Bay - Shop Space - Office Space Demand Services -Utilities Only -Hangar Bay (other demand services will be assessed as needed) CM&O 2.2% included in 1.93 rate. Demand Services -Work to be performed Moffett Federal Airfield Pool (based on FY08 operations) Annual Minimum Rent Total (June -Sept)				b. BASIS FOR REIMBURSEMENT 65,513 sqft@\$12.00/per yr 3,803 sqft@\$15.00/per yr 899 sqft@\$18.00/per yr Sub-total 65,513 sqft@\$2.73/per yr 3,803 sqft@\$2.73/per yr 899 sqft@\$4.97/per yr Sub-total 65,513 sqft@\$1.93/per yr See page 3 \$6.1M \ 25,000 (ops cap) * 91(ops) -per yr		c. ESTIMATED REIMBURSEMENT [\$779,641.87] \$262,052.00 \$19,015.00 \$5,394.00 \$286,461.00 \$59,616.83 \$3,460.73 \$1,489.34 \$64,566.90 \$42,146.70 \$7,612.38 \$7,401.33 \$408,188.31	
ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: <input type="checkbox"/> Yes <input type="checkbox"/> No							
8. SUPPLYING COMPONENT				9. 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 (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	

B4
B6

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: 505 Hamilton Ave, Suite 210, Palo Alto, CA 94031
- 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.)

Demand Services

Work to be Performed	Estimated Cost
Relocate current occupant of Room 110	\$400.00
Relocate existing phones (est. 2 @ 35.00 each)	\$70.00
Activate computer ports in connection with relocation of computers -excludes any additional wiring required (est. 4 @ \$185.00 each)	\$740.00
Relocate furniture from Room 104 to Room 110	\$200.00
Relocate video projector and screen from Room 104 to Room 110: 1. Remove projector screen from Room 104 and reinstall in Room 110. 2. Remove projector and mount from Room 104 and reinstall in Room 110. 3. Provide 120-volt circuit and receptacle for projector in Room 110. 4. Remove all data and control circuits in ceiling and in Wiremold on wall in Room 104. 5. Reinstall all data and control wires into Room 110.	\$3,550.00
Clean and paint Room 110	\$1,100.00
Install blinds on exterior windows of Room 110	\$600.00
Sub-Total	\$6,660.00
CM&O 14.3%	\$952.38
GRAND TOTAL	\$7,612.38

SECOND AMENDMENT TO NASA AMES
RESEARCH CENTER ENHANCED USE LEASE

This Second Amendment to NASA Ames Research Center Enhanced Use Lease (the "Amendment") is made as of February 10, 2010 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 and located in the building commonly referred to as "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 storage space in connection with its activities at the Property. Landlord and Tenant agree to the lease of approximately 2,490 gross square feet of bulk warehouse space within Building 144 ("Building 144") at the Property, as outlined in Exhibit 1 (the "Warehouse Space"), on the terms and conditions of this Amendment.

C. The Parties also desire to extend the Term and to make technical corrections to the Original Lease.

NOW, THEREFORE, the parties agree as follows:

1. Amendments of the Original Lease. Effective as of March 1, 2010 (the "Effective Date"), the parties hereby agree that the Original Lease is amended as set forth in this section 1.

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

(b) Plan Outlining Premises. The plan outlining the Premises attached as the first page to Exhibit A to the Original Lease is hereby amended by inserting at the end thereof the plan outlining the Warehouse Space attached to this Amendment as Exhibit 1.

(c) Initial Term. The Initial Term is extended such that the Expiration Date shall be July 31, 2014.

(d) Monthly Rent.

i. Section 3.1(a) of the Original Lease is hereby deleted and replaced in its entirety with the following:

"(a) During the Term, Tenant shall pay to Landlord, as monthly base rent, the amount of monthly Base Rent specified in the Basic Lease Information, as the same may be adjusted as provided in this section 3.1. Monthly Base Rent is based on the amounts set forth on attached Exhibit C."

ii. Section 3.1(f) of the Original Lease is hereby deleted and replaced in its entirety with the following:

“(f) The monthly Base Rent for the Premises shall be increased on every other anniversary of the Commencement Date during the Term (i.e., August 1, 2009, August 1, 2011, August 1, 2013, etc.) (each, an ‘Adjustment Date’) by the percentage increase in the CPI (as defined below) during the immediately preceding two (2) year period, and each such increase shall be determined as follows. The base for computing the increase in such monthly Base Rent shall be the CPI published most immediately before the first day of the applicable two (2) year period (the ‘Beginning Index’), and the CPI published most immediately before each Adjustment Date (the ‘Adjustment Index’) shall be used in determining the amount of the adjustment. If the Adjustment Index has increased over the Beginning Index, then the monthly Base Rent shall be increased by multiplying the amount of the last payment of monthly Base Rent by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index. As used in this Lease, the term ‘CPI’ means the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, All Items, San Francisco – Oakland – San Jose, California (1982 – 84 equals 100), or if such index is no longer published, a successor or substitute index designated by Landlord, published by a governmental agency reflecting changes in consumer prices in the San Francisco Bay Area that is most nearly comparable to the CPI. If the CPI is changed so that the base year differs from that in effect when the Initial Term commences, the CPI shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the CPI is discontinued or revised during the Term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would have been obtained if the CPI had not been discontinued or revised.”

iii. 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 2.

(e) 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 3.

(f) 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.

(g) Technical Corrections. The parties acknowledge that, as of the date of this Amendment, Tenant stores the following aircraft in the Hangar Bay: (i) three (3) G-V/550 aircraft; (ii) one (1) Boeing 767-200 aircraft; (iii) one (1) Boeing 757 aircraft; (iv) one (1) Alpha-Jet aircraft; and (v) one (1) Bell 407 helicopter. Section 4.1 of the Original Lease is hereby deleted and replaced in its entirety with the following:

“4.1 Permitted Use. Tenant shall use the Premises only for the Permitted Use of the Premises specified in the **Basic Lease Information** and for lawful purposes incidental thereto, and no other purpose whatsoever; provided, however, Tenant shall not land any aircraft at Moffett Federal Airfield or store the same in the Premises unless and until the parties have executed the Space Act Agreement, and Tenant has executed such other documents, provided evidence of insurance with respect to the aircraft and provided such other information as Landlord may reasonably require pursuant to Applicable Laws (including 14 C.F.R. §1204, Subpart 14). Tenant may request to store a greater number of aircraft and/or additional types of aircraft (other than those identified as of the Commencement Date) in the Hangar Bay by delivering written notice to Landlord, and Landlord shall not unreasonably withhold, condition or delay its consent to Tenant’s request. Without limiting the foregoing, Tenant agrees that it shall be reasonable for Landlord to withhold its consent to Tenant’s request if either: (a) such aircraft are not Stage III or quieter turbine – powered aircraft; (b) the storage, support or servicing of such aircraft would not comply with Applicable Laws or the terms of this Lease; or (c) the individuals owning the aircraft are not principal executives of Partner or another entity with whom Landlord has a programmatic, collaborative relationship and which has established, or plans to establish, a physical presence at the Property. Tenant shall not do or permit to be done in, on or about the Premises, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any Applicable Laws, or which is prohibited by any insurance policy applicable to the Premises or any aircraft, or will in any way increase the existing rate of, or disallow any fire rating or sprinkler credit, or cause a cancellation of, or affect any insurance for the Premises. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of Landlord or other tenants or users of the Property, or injure or annoy them. Tenant shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable activity, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises or commit or suffer to be committed any waste in, on or about the Premises. Tenant shall not store any materials, equipment, vehicles or aircraft outside the Premises and agrees that no washing of any type (including washing vehicles or aircraft) shall take place in or outside the Premises, except at the wash rack located on the east side of the runways. Tenant shall not receive, store or otherwise handle any product or material that is explosive or highly inflammable, except in accordance with Applicable Laws. 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.”

(h) References. Except as otherwise specifically provided in this Amendment, during the portion of the Term on or after the Effective Date: (i) all references in the Original Lease to the “Building” shall refer to both Building 211 and Building 144, or to either of them as the context in the Original Lease may require, except for the references in the

fourth and fifth sentences of section 1.1 of the Original Lease, which shall refer solely to Building 211; and (ii) all references in the Original Lease to the Premises shall refer to both the portions of the Premises in Building 211 and the Warehouse Space, or to any 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 Warehouse Space (a) an amount equal to the monthly Base Rent for the month of March 2010, which amount Landlord shall apply to the monthly Base Rent for such month, and (b) the other amounts set forth on the Support Agreement, if any, for the calendar quarter during which the Effective Date occurs. 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:

Landlord:

H211, LLC, a California limited liability company

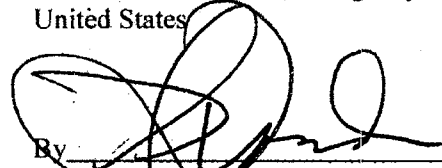
NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION, an Agency of the
United States

By



Ken Ambrose
Vice President

By



S. Pete Worden
Director, Ames Research Center

EXHIBIT 1 TO SECOND AMENDMENT

Plan(s) Outlining the Warehouse Space

(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 Warehouse Space. Building sizes, site dimensions, access, common and parking areas, and existing tenants and locations are subject to change at Landlord's discretion.

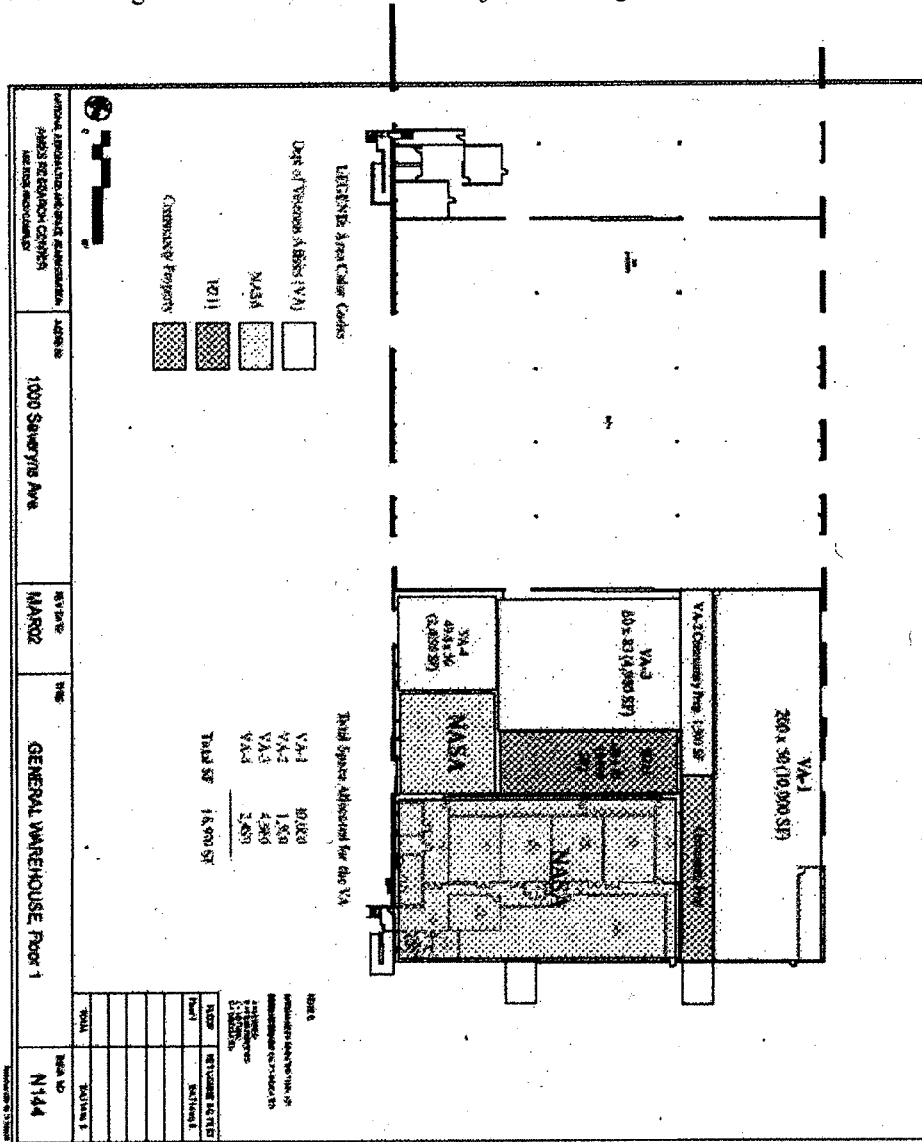


EXHIBIT 2 TO SECOND AMENDMENT

Schedule and Calculation of Monthly Base Rent

(Exhibit C to Original Lease)

Premises (1)	Square Feet (2)	Monthly Base Rent Rate/Sq.Ft. (3)	Monthly ISP Rate (4)	Utilities (5)	Portion of Monthly Rent (6)
Hangar Bay	65,513	\$ 1.044	\$ 0.2325	\$ 0.184	\$95,681.74
Shop Space	3,803	\$ 1.305	\$ 0.2325	NA	\$ 5,847.11
Warehouse Space	2,490	\$ 0.2325	\$ 0.2325	\$ 0.184	\$ 1,616.01
Office Space	899	\$ 1.566	\$ 0.4225	NA	\$ 1,787.66
Total	72,705	NA	NA	NA	\$104,932.52

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; subject to escalation.

(4) Annual ISP rate of \$2.79 for Hangar Bay, Shop Space and Warehouse Space, and \$5.07 for Office Space, subject to annual change.

(5) Annual Utilities cost recovery rate of \$2.21 annual per square foot, subject to annual adjustment.

(6) Portion of monthly Base Rent = Column (2) x (Columns (3) + (4) + (5)); reflects the addition of room 104 on June 1, 2009 and the Warehouse Space on March 1, 2010.

EXHIBIT 3 TO SECOND AMENDMENT

NASA AMES RESEARCH CENTER
ENHANCED USE LEASE

Amended Basic Lease Information

Date: March 1, 2010.

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") and (c) rooms 103 and 104 consisting of approximately 899 square feet of building area (the "Office Space"), 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 (the "Warehouse Space") as outlined in Exhibit A and located within Building 144 ("Building 144") 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; and provided further, however, with respect to the Warehouse Space, March 1, 2010.

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

Monthly Base Rent (dollars per month) (section 3.1(a)): \$74,766.32; provided, however, upon commencement of leasing the Warehouse Space, \$75,345.25.

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 quarter) (section 3.2(a)): \$32,104.82; provided, however, upon commencement of leasing the Warehouse Space, \$33,142.33.

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
Mail Stop 158 – 1
Moffett Field, CA 94035-1000
Attn: Chief, Aviation Management Office

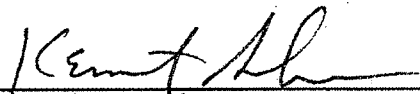
Tenant's Address (section 14.1): H211, LLC
505 Hamilton Avenue, #210
Palo Alto, CA 94301
Attn: Mr. Ken Ambrose

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 4 TO AMENDMENT

Support Agreement

(Exhibit D to Original Lease)

[Consists of three pages immediately following this page]

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: 505 Hamilton Ave, Suite 210, Palo Alto, CA 94031
- 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 \$11.38/sq.ft. The breakdown is as follows:

ISP: \$5.07/sq.ft.; Maintenance: by job basis; Janitorial: \$2.29/sq. ft.; Utilities: \$4.02/sq.ft.

(b) The full rate for hangar space is \$6.26/sq.ft. The breakdown is as follows:

ISP: \$2.79/sq.ft.; Maintenance: by job basis; Janitorial: \$1.26/sq. ft.; Utilities: \$2.21/sq.ft.

3) CMO

13.7% Maint, Janitorial;

2.2% Utilities

ADDITIONAL SUPPORT REQUIREMENTS ATTACHED:

Yes

No

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

THIRD AMENDMENT TO NASA AMES
RESEARCH CENTER ENHANCED USE LEASE

This Third Amendment to NASA Ames Research Center Enhanced Use Lease (the "Amendment") is made as of December 22, 2010 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 office space in connection with its activities at the Property. Landlord has additional office space available in Building 211, commonly known as room 157 (consisting of approximately 741 gross square feet of space) (the "Additional Office 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 January 1, 2011 (the "Effective Date"), the parties hereby agree that the Original Lease is amended as set forth in this section 1.

(a) Additional Office Space. Tenant shall lease the Additional Office 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.

(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 Office 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. Among other things, the Schedule and Calculation of Monthly Base Rent attached hereto: is limited to amounts of monthly Base Rent (and excludes additional rent amounts due under the Original Lease as amended hereby); and corrects certain errors in the prior Schedule and Calculation of Monthly Base Rent which were inconsistent with the applicable Support Agreements and the amounts actually paid by Tenant.

(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 Office Space shall refer to both the Office Space described in the Original Lease and to the Additional Office 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 Office Space (a) an amount equal to the monthly Base Rent for the month of January 2011, and (b) the other amounts set forth on the Support Agreement, if any, for the month of January 2011. 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

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EXHIBIT 1 TO THIRD AMENDMENT

NASA AMES RESEARCH CENTER
ENHANCED USE LEASE

Amended Basic Lease Information

Date: January 1, 2011.

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") and (c) rooms 103, 104 and 157 consisting of approximately 1,640 square feet of building area (the "Office Space"), 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 (the "Warehouse Space") as outlined in Exhibit A and located within Building 144 ("Building 144") 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 Warehouse Space, March 1, 2010; and provided further, however, with respect to the portion of the Office Space commonly known as room 157, January 1, 2011.

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

Monthly Base Rent (dollars per month) (section 3.1(a)): \$77,377.07; provided, however, upon commencement of leasing the portion of the Office Space commonly known as room 157, \$78,537.35.

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 quarter) (section 3.2(a)): \$30,011.01; provided, however, upon commencement of leasing the portion of the Office Space commonly known as room 157, \$30,401.27.

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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

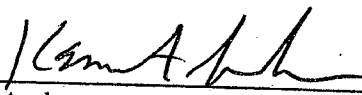
Tenant's Address (section 14.1): H211, LLC
505 Hamilton Avenue, #210
Palo Alto, CA 94301
Attn: Mr. Ken Ambrose

- 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

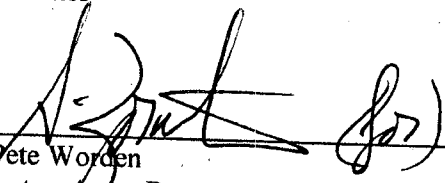
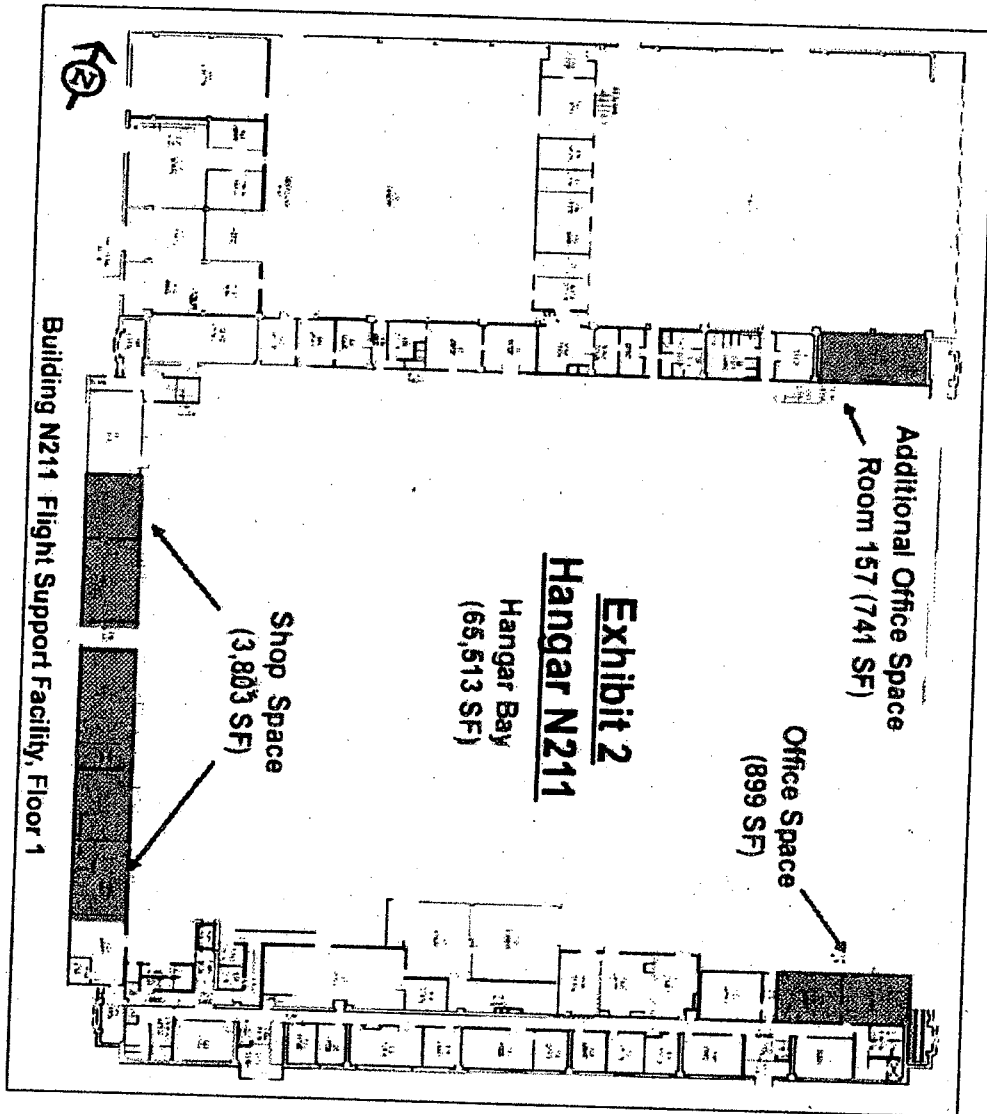
By 
S. Pete Worden
Director, Ames Research Center

EXHIBIT 2 TO THIRD 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 THIRD 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	2,490	\$ 1.044	\$ 2,599.98
Office Space	1,640	\$ 1.566	\$ 2,567.97
Total	73,446	NA	\$78,537.35

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 Warehouse Space on March 1, 2010; and room 157 in Building 211 on January 1, 2011.

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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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