

**SPACE ACT AGREEMENT AMENDMENT ONE  
BETWEEN  
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
AND  
KISTLER AEROSPACE CORPORATION AND ROCKETPLANE LIMITED, INC.  
FOR  
COMMERCIAL ORBITAL TRANSPORTATION SERVICES DEMONSTRATION  
(COTS)**

PURPOSE AND AGENCY COMMITMENT

This amendment modifies the terms and conditions of SAA-NNJ06TA27S, for the following Articles:

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| Milestone 4: Financing Round 2                   |         |
| Milestone 9: Financing Round 3                   |         |

ARTICLE 20 PRINCIPAL POINTS OF CONTACT

NASA Administrative Contact:

Replaced:

Name and Title

With:

Keith Hutto, Agreements Officer  
Commercial Crew/Cargo Program  
Email: [keith.d.hutto@nasa.gov](mailto:keith.d.hutto@nasa.gov)  
Office: (281) 483-4165

RpK Administrative Contact

Replaced:

[REDACTED]

With:

[REDACTED]

RpK Technical Contact

Replaced:

[REDACTED]

With:

[REDACTED]

ARTICLE 22 ASSIGNMENT OF RIGHTS

Replace ARTICLE 22 ASSIGNMENT OF RIGHTS with:

Neither this Agreement nor any interest arising under it will be assigned by either Party with the express written consent of the other party except as described below:

- a) Permitted Assignment. RpK, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this agreement to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this agreement, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff. RpK will provide NASA written notice of its intent to assign its rights pursuant to this Article and agrees to provide NASA a written copy of the assignment when complete.
- b) Limitations. Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this agreement, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract. No assignment made under this Article shall bind the Government in any manner, including the making of payments, until the Government has been formally notified in writing of the assignment.

APPENDIX I: RpK Business Plan -- Executive Summary

Replaced:

Upmass and Downmass values as **bolded**.

Technical Approach:

RpK will demonstrate monthly ISS delivery capabilities [REDACTED] with a nominal 9-day turnaround (3-day surge capability) and an operational recurring price of [REDACTED]

#### APPENDIX 2: RpK Milestones and Success Criteria

Updated as follows:

##### Milestone 2: Financing Round 1

Strike the current Milestone 2: Financing Round 1 in its entirety and replace with:

[REDACTED]

##### Success Criteria:

Signed term sheets of agreements totaling at least [REDACTED] including company valuation and cash/in-kind split. Detailed financial documents (Income Statement, Cash Flow, Sources and Uses of Funds, Balance Sheet) reflecting the updated RpK financial plan. Final stock purchase agreements and associated documentation for at least [REDACTED] in round 1 investments. Account statements showing cash deposits consistent with the cash/in-kind split from the signed stock purchase agreements. [REDACTED]

Amount: \$7,300,000

Date: 11/06

##### Milestone 4: Financing Round 2

Strike the current Milestone 4: Financing Round 2 in its entirety and replace with:

[REDACTED]

##### Success Criteria:

Financing structure is consistent with cash flow requirements of current business plan and accepted by NASA. All necessary documentation related to the financing, including but not limited to copies of securities purchase documents (e.g., stock purchase agreement, debt securities purchase agreement), key organizational documents (e.g., articles of incorporation and bylaws, if amended from prior versions), and key investor related documents (e.g., stockholder agreements, registration rights agreements, etc.) is completed to NASA's satisfaction. First payment is received and documented via bank statement and conditions associated with subsequent payments are accepted by NASA.

Amount: \$7.5 million

Date: 05/07

##### Milestone 9: Financing Round 3

Strike Milestone 9: Financing Round 3 in its entirety and replace with:

### Milestone 9: Engine Test Firing

A single, greater than 10 second, hot firing test is performed to verify the suitability of the integrated engine and test stand system for the K-1 main engine acceptance and verification testing. RpK will validate the engine operating characteristics against the Russian acceptance test data for this engine. The engine will not be restarted on this test but all the restart hardware will be subjected to the engine operating environment assuring its suitability for the following test series which will be restart tests.

Objectives completed with this test:

- Test stand system verification
- Demonstration of engine acceptance test operating characteristics
- Validation of engine acceptance test configuration prior to first restart test
- Validation of restart hardware configuration prior to first restart test
- 1st firing of the AJ26-59 engine configuration without restart

Success Criteria:

All necessary data and documentation is complete and provided to NASA to demonstrate successful completion of each test objective.

Amount: \$20,000,000

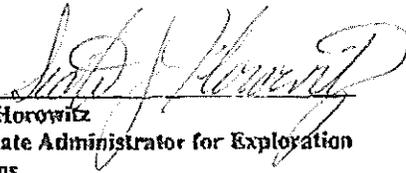
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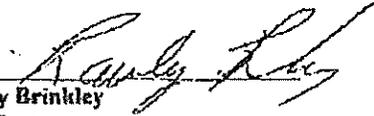
ARTICLE 27 SIGNATURE BLOCK

The terms and conditions of SAA-NNJ06TA27S, as modified by this Amendment are hereby incorporated herein.

**NATIONAL AERONAUTICS AND  
SPACE ADMINISTRATION**

**KISTLER AEROSPACE  
CORPORATION**

BY:   
Scott Horowitz  
Associate Administrator for Exploitation  
Systems

BY:   
Randy Brinkley  
President

Date: 28 Feb 2007

Date: 2/20/07

**ROCKETPLANE LTD. INC.**

BY:   
George French Jr.  
CEO

Date: 2/20/07