PROPERTY AGREEMENT

BETWEEN

THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

JOHN F. KENNEDY SPACE CENTER

AND

SPACE EXPLORATION TECHNOLOGIES CORP.

FOR

THE USE OF LAUNCH COMPLEX 39 PAD A

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I. AUTHORITY AND PARTIES

This Property Agreement (hereinafter referred to as "Agreement") is entered into by the National Aeronautics and Space Administration John. F. Kennedy Space Center located at Kennedy Space Center, FL 32899 (hereinafter referred to as "NASA" or "Government") and Space Exploration Technologies Corp. located at 1 Rocket Road, Hawthorne, CA 90250 (hereinafter referred to as "Partner"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties." NASA has authority to enter into this Agreement pursuant to the Commercial Space Launch Act ("CSLA", 51 U.S.C. § 50913) and the National Aeronautics and Space Act (51 U.S.C. § 20113).

This Agreement shall become effective as of the date of the last Party to sign (the "Commencement Date").

II. SCOPE AND PURPOSE

1. The scope of this Agreement provides Partner's use of the "Premises," as defined in Article XXV, Definitions, for the conduct of Partner's commercial launch or reentry efforts. For the purpose of this Agreement, a "commercial launch or reentry" is any launch and/or reentry which is anticipated to be subject to a license or permit by the Federal Aviation Administration (FAA), as well as launch or reentry activities carried out by or for the U.S. Government.

2. The purpose of this Agreement is to implement Partner's selection as a NASA partner to advance NASA's statutory mandate to "seek and encourage, to the maximum extent possible, the fullest commercial use of space" by providing Partner access to and use of the Premises for the conduct of commercial launch and reentry efforts (as more fully set forth herein in the Article titled "Use of the Premises"). Notwithstanding the foregoing, this Agreement itself does not constitute authorization or approval to operate the Premises as a launch site or reentry site, as those terms are defined in 51 U.S.C. § 50902, or to conduct launches or reentries, as those terms are defined in 51 U.S.C. § 50902, at the Premises.

3. In order to effect the purpose of this Agreement and in consideration for NASA's grant of rights in the Premises hereunder, Partner agrees that it will undertake commercially reasonable efforts to advance the full commercial use of space as represented by milestone activities separately agreed to by the Parties. These milestone activities are intended to ensure appropriate progress toward the conversion of the Premises to a commercial launch site and facilitate the expeditious conduct of commercial launch and reentry activities at the Premises.

III. PREMISES

1. Grant. NASA hereby grants to Partner, and Partner hereby accepts from NASA, access to and use of the Premises located at the John F. Kennedy Space Center (the "Center") for the Allowed Uses during the Term and subject to the covenants hereinafter set forth. The Premises are described and outlined in the diagrams attached hereto as Exhibit A, section 1.

2. Common Areas. During the Term, Partner shall have the non – exclusive right, in common with other users of the Center, to use only for their intended purposes the common areas in the Center that are designated by NASA as common areas and not leased to or allocated for the use of NASA or another user of the Center. NASA 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, close any such common areas, or grant easements over such common areas, so long as any such action does not materially adversely affect Partner's use of or access to the Premises. Partner shall not obstruct in any way any portion of the common areas or in any way unreasonably interfere with the rights of other persons entitled to use the common areas and shall not, without the prior written consent of NASA, use the common areas in any manner, directly or indirectly, for the location or display of any property belonging to Partner or for the location of signs relating to Partner's operations in the Premises. The common areas shall at all times be subject to the exclusive control and management of NASA.

3. NASA's Reserved Property. NASA's grant to Partner of rights under this Agreement is subject to NASA's reservation of the right to own, operate, inspect, maintain, repair, renovate, remove or replace the NASA Reserved Property located on the Premises and identified in Exhibit A, section 2, and Partner hereby consents thereto.

IV. USE OF THE PREMISES

1. Allowed Uses.

a. For the purpose of this Agreement and subject to the exclusions set forth herein, the Allowed Uses are:

i. Space flight hardware and launch vehicle design, manufacturing, assembly, processing, launch operations and testing necessary or desirable to develop and operate a commercial service for delivery of humans, cargo, and payloads to space;

ii. Flight crew and space flight participant training and flight simulation activities;

iii. Mission control and other associated engineering, technical, and administrative support activities associated with the provision of a commercial service for delivery of humans, cargo, and payloads to space;

iv. Design and construction of Improvements to the Premises necessary or desirable to enable, sustain, and perform i-iii above; and

v. Subject to appropriate coordination and approvals, conduct of launches and reentries and operation of a launch site.

Additional uses will be allowed to the extent such uses are consistent with the purpose of the Agreement, and such uses are incorporated herein by an amendment to this Agreement formally negotiated and executed by Partner and NASA.

b. Partner shall use the Premises only for the Allowed Uses and for lawful purposes incidental thereto, and no other purpose whatsoever. Partner 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.

c. Partner shall not do or permit anything to be done in, on or about the Premises which will unreasonably obstruct or interfere with the rights of NASA or other users of the Center, or injure or cause damage to them, or which is prohibited by or would cause a cancellation of any insurance policy applicable to the Premises. Partner shall not 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. Partner shall not receive, store or otherwise handle any product or material that is explosive or highly inflammable, except in accordance with Applicable Laws.

2. Operations on the Premises.

a. Use of the Premises will affect and will be affected by use by others of the Center and surrounding facilities, including the Cape Canaveral Air Force Station. Accordingly, the Parties will comply with Exhibit H relating to operations on the Premises and the Center.

b. Partner shall operate the Premises in a safe manner and in accordance with NASA safety requirements as set forth in Exhibit G attached hereto.

3. Entry by NASA.

a. NASA shall have the right, subject to the provisions below, to enter the Premises during normal business hours to (i) inspect the Premises, (ii) determine whether Partner is performing Partner's obligations hereunder, or (iii) perform any other activity permitted under this Agreement, provided that any such entry shall be undertaken so as to cause as little interference to Partner as reasonably practicable and NASA shall combine inspection requests where possible. Any such entry shall be made upon not less than forty-eight (48) hours prior written notice and subject to Partner's security requirements, including the requirement that NASA be accompanied at all times by a representative of Partner (unless such entry is required for emergency purposes and such prior notice is not possible, in which event no prior notice shall be required, such entry may occur at any time and such entry shall not be subject to Partner's security requirements). If the request for entry occurs during critical operations, the Parties will coordinate for an entry time at the earliest possible time following conclusion of those operations.

b. NASA specifically reserves the following rights: (i) to control ingress to and egress from the Center (as opposed to ingress to and egress from the Premises from within the Center), to erect and maintain gates, and to regulate or prevent traffic; and (ii) on behalf of

NASA, the United States Environmental Protection Agency, the State of Florida and other entities and governmental agencies that are involved in the remediation of, or that are responsible to remediate, existing or future contamination on or about the Center, the right to have reasonable 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 complying with Environmental Law and requirements; provided, however, that any such installation and implementation shall be undertaken so as to cause as little interference to Partner and Partner's Related Entities as reasonably practicable. Partner waives all Claims against NASA for damages for any injury or inconvenience to or interference with Partner's business, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by such entry or NASA's exercise of such reserved right, except to the extent arising as a consequence of NASA or NASA's Related Entities willful misconduct.

c. Any entry to the Premises obtained by NASA by any of such means shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Partner from the Premises or any portion thereof.

4. Maintenance and Repairs - Obligations of NASA.

a. NASA shall maintain and repair the common areas of the Center and keep them in good condition, ordinary wear and tear and any periods of restoration or replacement excepted.

b. NASA will be solely responsible for maintenance of the NASA Reserved Property. The demarcation points defined in Exhibit E are where NASA's maintenance responsibilities end and Partner's maintenance responsibilities begin.

c. With respect to utilities and any other infrastructure serving the Premises and located on portions of the Center other than the Premises, the Parties agree that NASA's obligations under this section extend to, but exclude, the demarcation points (or with respect to roads, streets and any other such improvements for which there is no demarcation point, the boundary of the Premises).

d. If available, drawings, specifications, maintenance, or operating information for the Premises will be provided to Partner by NASA at Partner's request.

e. Partner shall give NASA written notice of the need for any maintenance or repair for which NASA is responsible, after which NASA shall have a reasonable opportunity to perform the maintenance or make the repair, and NASA shall not be liable for any failure to do so unless such failure continues for thirty (30) days after Partner gives such written notice to NASA; provided, however, such thirty (30) day period shall be extended so long as NASA commences the maintenance or repairs within the thirty (30) day period and diligently completes the same. NASA's liability with respect to any maintenance or repair for which NASA is responsible shall be limited to the cost of the maintenance or repair.

5. Maintenance and Repairs - Obligations of Partner.

a. Partner shall, at Partner's sole cost and expense, (i) be responsible for the maintenance of the Premises to Partner's operational standards, and (ii) keep the Premises free from dirt, rubbish, waste and debris, and maintain and repair the Premises and any Improvements in good order and operating condition, ordinary wear and tear and any periods of repair, or restoration excepted.

b. Partner shall at all times during the Term and at Partner's sole cost and expense, operate, maintain, repair or bring up to Partner's operating condition all facilities that Partner is using for its operations. Partner shall maintain unused facilities on the Premises, if any, to minimal safety standards ensuring personnel safety working in proximity to those facilities and submit a change in facility status to the NASA Business Point of Contact (POC).

c. Partner shall be solely responsible for the cost of all consumables and materials required for the maintenance and use of the Premises.

d. Partner shall ensure that the Premises retain their functionality for the Allowed Uses as identified in this Agreement, for the entire Term.

e. Partner shall be responsible to operate and maintain any FAA required aircraft avoidance lighting on the Premises.

f. Partner shall participate in the annual NASA Deferred Maintenance Assessment performed by NASA. This will consist of a site visit by NASA personnel and dialogue with responsible Partner facility manager. NASA will coordinate this site visit in accordance with Article IV. 3.a.

g. If NASA reasonably believes that Partner is not performing any of its obligations pursuant to this section, NASA shall give Partner written notice of the need for any maintenance or repair for which Partner is responsible, after which Partner shall have a reasonable opportunity to perform the maintenance or make the repair, and Partner shall not be liable for any failure to do so unless such failure continues for thirty (30) days after NASA gives such written notice to Partner; provided, however, such thirty (30) day period shall be extended so long as Partner commences the maintenance or repairs within the thirty (30) day period and diligently completes the same. With respect to utilities and any other infrastructure serving the Premises and located on portions of the Center other than the Premises, the Parties agree that Partner's obligations under this section extend to and include the demarcation points. In the event that NASA reasonably believes that Partner's failure to perform its obligations under this Section is resulting in imminent danger to people, or that any delay in performing such obligations may result in potential major damage to facilities or other infrastructure, NASA may require that Partner perform such obligations in prompt and timely manner, and NASA shall have the right but not the obligation to enter upon the Premises and perform such activities as it deems necessary to avoid or mitigate eminent danger to people or potential major damage to facilities or other infrastructure. Partner shall promptly repair any damage to the Center caused by Partner or any of Partner's Related Entities.

h. If available, drawings, specifications, maintenance, or operating information for the Improvements will be provided to NASA by Partner at NASA's request.

6. Repair of Damage to NASA Reserved Property. Any NASA Reserved Property (identified in Exhibit A, section 2) lost, damaged or destroyed by Partner incident to Partner's use and occupation of the Premises shall be promptly repaired or replaced by Partner, per NASA direction, to the condition it was prior to said loss, damage, unauthorized modification, or destruction, as reasonably determined by NASA.

7. Improvements.

7.1. General. Partner acknowledges that the Premises are located within the secured perimeter of the Center thereby requiring NASA to maintain control over development of and Improvements to the Premises. Accordingly, Partner agrees that prior to commencing any Improvements to the Premises, Partner must first request and obtain NASA's written approval for any such Improvements, as well as any required permits related thereto, in accordance with NASA processes and procedures identified in Exhibit F.

7.2. Signage. Partner shall display the facility number in the front and back of all facilities contained within the Premises at all times. Partner may place company sign(s)/logo(s) on the Premises in accordance with NASA specifications and guidelines for displaying company information. Prior to the placement of any company sign/logo, Partner shall obtain approval from NASA.

7.3. Removal of Real Property: The NASA Technical POC, identified in Exhibit I, will provide to Partner an inventory of all facilities and real property collateral equipment for the Premises, and will coordinate a tri-ennial real property inventory inspection of said facilities and collateral equipment. All the Premises remain owned and accountable for by NASA throughout the term of this Agreement. Partner shall protect and maintain the property assigned to Partner. Partner agrees to submit to the NASA Technical POC any real property collateral equipment tags and/or redlined listings of all equipment that is to be removed as the result of any Improvements made to the Premises. The Real Property Accountable Officer will prepare the necessary paperwork to properly dispose of the collateral equipment and to remove it from NASA's real property inventory, and will make the required notifications to NASA Headquarters and the General Services Administration regarding any facilities to be demolished.

Partner shall make all due effort to not damage the Artifacts identified in Exhibit A, section 3. Access for removal of the Artifacts will be coordinated and agreed to by NASA and Partner.

Any Government property, including Collateral Equipment, recyclable salvaged/scrap materials, Personal Property, or Artifacts, removed from the Premises by Partner shall be relocated as reasonably directed by NASA and disposed of through the NASA property disposal process, as directed by NASA and in accordance with the Code of Federal Regulations, Federal Acquisition Regulations, the Export Control Act, and NASA environmental requirements. Partner shall make arrangements with the NASA Property Disposal Officer for delivery of those materials or Collateral Equipment.

Upon final approval and signature, each completed NASA Form 1509 that results from projects under this Agreement will be incorporated into Exhibit D.

7.4 Removal of Mobile Launch Platform (MLP). Partner shall make all due effort to not damage the MLP located on the Premises. Access for removal of the MLP will be coordinated and agreed to by NASA and Partner. The MLP will be removed by NASA no earlier than May 15, 2014. Partner shall notify NASA thirty (30) days in advance of the required removal date of the MLP per Partner's schedule.

7.5. General Improvements Requirements. Partner's employees and licensed contractor(s) shall perform all work on the Premises in a good and workmanlike manner using materials of a quality consistent with the first class nature of the Premises, and in full compliance with all Applicable Laws. Partner shall pay for all work (including the cost of all utilities, permits, fees, taxes, and property and liability insurance premiums in connection therewith) required to make such Improvements. Partner shall not construct any buildings or other structures outside the boundaries of the Premises. Partner shall not construct any buildings or other structures on, over or above any utilities of NASA within or crossing the Premises, without NASA coordination and approval. Partner shall not use any portion of the Center other than the Premises in connection with the construction or installation of the Improvements; provided, however, the foregoing shall not prevent Partner from using the common areas of the Center for their intended purposes in accordance with the Agreement.

7.6. Limitation on Effect of Approvals. All rights of NASA to review, comment upon, approve, inspect or take any other action with respect to the Premises, the Improvements, or the design or construction thereof are specifically for the benefit of NASA and no other party. No review, comment, approval or inspection, required or permitted by, of, or to NASA hereunder shall give or be deemed to give NASA any liability, responsibility or obligation for, in connection with, or with respect to, the design, demolition, construction, maintenance, repair, preservation, rehabilitation, reconstruction, restoration or operation of the Premises or the Improvements, or the removal and/or remediation of any Hazardous Materials on, in or from the Premises, nor shall any such approval or inspection be deemed to relieve Partner of the sole obligation and responsibility for the design, construction, maintenance, repair, preservation, rehabilitation, reconstruction, restoration, and operation of the Premises (including the Improvements) and the removal and/or remediation of Hazardous Materials required under the Agreement pursuant to Article XXIII. Similarly, no inspection performed or not performed by NASA under this Agreement shall: (a) give or be deemed to give NASA any responsibility or liability with respect to the thing inspected, the work or the prosecution thereof, or the design or construction of the work or any part thereof; (b) constitute or be deemed to constitute a waiver of any of Partner's obligations or Partner's rights hereunder; or (c) be construed as approval or acceptance of the thing inspected or the prosecution thereof, or the design or construction of the work or any part thereof. Provided, however, that the foregoing is not intended to limit the effect of any approval given by NASA or permit issued by NASA pursuant to NASA procedures for purposes of the satisfaction of Partner's obligations and requirements thereunder.

7.7. Protection from Mechanics Liens. Partner shall have no power to do any act or to make any contract that may create or be the foundation for any lien, mortgage or other encumbrance upon the reversion, fee interest or other estate of NASA or of any interest of NASA in the Premises. Partner shall notify all of its contractors that Partner does not own fee title to the Premises (or any other portion of the Center), and such contractors shall be instructed to record any preliminary notice or other document related to any mechanic's or materialmen's liens against only Partner's rights in this Agreement and not against any title to the Center. At least ten (10) days before the date of any commencement of construction or materials are delivered for Improvements, Partner shall give written notice to NASA of the date of such commencement of construction or of the delivery of materials, as the case may be. NASA shall then have the right to post and maintain on the Premises any notices that are required to protect NASA and NASA's interest in the Center from any liens for work and labor performed or materials furnished in completing the Improvements. Nothing in this Agreement shall be deemed to be, or be construed in any way as constituting, the consent of or request by NASA, expressed or implied, by inference or otherwise, to any person, firm or corporation, for the performance of any labor or the furnishing of any materials for any construction, repairs, maintenance, replacement, Improvements of or to the Premises or any part thereof, or as giving Partner any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that might in any way give rise to the right to file any lien against NASA's interest in the Premises.

Partner shall not suffer or permit any liens to stand against the Premises or any part thereof by reason of any work, labor, services or materials done for, or supplied to, or claimed to have been done for or supplied to Partner. Partner shall keep the Premises free and clear of any and all mechanics', materialmen's and other liens for work done, services performed, materials supplied or appliances used or furnished in or about the Premises in connection with any activities of Partner on or about the Premises. If any such lien shall at any time be filed, Partner shall cause the same to be discharged of record within thirty (30) days prior to the date any such lien may be foreclosed upon. If Partner fails to discharge or contest such lien within such period and such failure shall continue for a period of fifteen (15) days after notice by NASA, then, in addition to any other right or remedy of NASA, NASA may, but shall not be obligated to, procure the discharge of the same either by paying the amount claimed to be due, by deposit in court, or by bonding. All amounts paid or deposited by NASA for any of the aforesaid purposes, and all other expenses of NASA and all necessary disbursements in connection therewith, in defending any such action or in procuring the discharge of such lien, shall become due and payable by Partner to NASA promptly upon written demand therefor. Partner shall have the right to contest the amount or validity of any such lien, provided Partner gives prior written notice of such contest to NASA, prosecutes such contest by appropriate proceedings in good faith and with diligence, and upon request by NASA, furnishes such bond as may be required by law or such security as NASA may require to protect the Premises from such lien.

V. TERM

1. Term. The term ("Term") of this Agreement shall be for a period of twenty (20) years, which Term shall commence on the Commencement Date and, unless sooner terminated

as specifically provided in this Agreement, shall end on the Expiration Date. NASA shall deliver possession of the Premises to Partner on the Commencement Date, and Partner shall accept such delivery of the Premises. Partner acknowledges that Partner has inspected the Premises; Partner is familiar with the condition of the Premises; the Premises are suitable for Partner's purposes; and the condition of the Premises is acceptable to Partner. Partner accepts the Premises in its "AS IS" condition, with all faults, without any covenant, representation or warranty of any kind or nature whatsoever, express or implied (including with respect to the suitability of the Premises or any systems serving the Premises for Partner's purposes), and Partner is relying solely on its own investigation of the Premises. Partner agrees that NASA has made no representations or warranties concerning such conditions, state of repair and use, nor any agreement or promise to alter, improve, adapt, repair or keep in repair the same, or any portion thereof. NASA shall have no obligation to construct or install any improvements on or about the Premises or to remodel, renovate, recondition, alter or improve the Premises in any manner.

2. Review of Purpose and Milestones. On the fifth anniversary of the Commencement Date and every five (5) years thereafter, NASA and Partner will consult to review Partner's progress in fulfilling the purpose of this Agreement as described in Article II, including review of Partner's progress in meeting milestones agreed to by the Parties. NASA and Partner will determine whether Partner is making reasonable progress against such milestones (taking into account any off-nominal events and Partner efforts to recover and return to schedule) sufficient to satisfy the purpose of this Agreement and, if Partner has not made such progress, whether additional efforts under this Agreement are in the best interest of the Parties.

3. Holding Over. If, with consent by NASA, Partner holds possession of the Premises after the Expiration Date, Partner shall continue to use the Premises from year-to-year under this Agreement. NASA and Partner each shall have the right to terminate such year-to-year use by giving at least ninety (90) days' written notice of termination to the other at any time, in which event Partner's rights to such use shall terminate on the termination date set forth in such termination notice. During the term of any such hold over period, Partner shall continue to pay to NASA NASA's direct costs as determined in accordance with the Article titled "Financial Obligations."

4. Surrender of the Premises.

a. Upon expiration of the Term, or any earlier termination of this Agreement, Partner shall (i) remove all Personal Property and Improvements made by Partner, (ii) comply with all environmental requirements hereunder, (iii) conduct an orderly shutdown of the facilities and place the Premises in an Inactive Status (as defined in Article XXV), and (iv) surrender the Premises to NASA, free and clear of all liens, encumbrances or exceptions to title other than the exceptions to title as of the Commencement Date and such other exceptions to title created or approved by NASA during the Term. All Improvements, whether temporary or permanent in character, made in or to the Premises by Partner shall be removed by Partner within ninety (90) calendar days, or such longer time as NASA may approve, of the expiration or earlier termination of this Agreement and Partner shall return the Premises to its original condition except for any property which has been removed by NASA or with the approval of NASA. Partner shall, at Partner's expense, remove all Personal Property from the Premises and repair all

damage caused by any such removal, reasonable wear and tear excepted. Notwithstanding the foregoing, if Partner abandons the Premises, or is dispossessed by process of law or otherwise, all Improvements made by Partner and left in the Premises, and all Personal Property belonging to Partner and left in the Premises, shall be deemed to be abandoned; nevertheless, Partner shall still be obligated to conduct an orderly shutdown of the facilities and place the Premises in an Inactive Status. NASA may retain any such abandoned property, or at the option of NASA, dispose of the same as authorized by NASA.

b. The provisions of this section shall survive any termination of this Agreement.

5. Documentation Upon Surrender or Termination. If this Agreement terminates, Partner shall remain liable to NASA for Partner's obligations under this Agreement that arose prior to the termination hereof, and Partner shall cause the following documents to be executed and acknowledged (as appropriate) to evidence or implement such termination of this Agreement, and shall deliver them to NASA within ten (10) business days after any such termination: (i) an agreement terminating this Agreement; (ii) a release from any secured lender of Partner with an interest in the Premises or any applicable portion thereof, as applicable, and (iii) such other documents as the Parties deem appropriate. NASA shall execute and acknowledge (as appropriate) such of the foregoing documents as require NASA's execution thereof, and deliver the same to Partner. Partner shall also provide as-built drawings, specifications, maintenance, or operating information for the Improvements to NASA to in order to assure an orderly transition of the Premises.

VI. FINANCIAL OBLIGATIONS

1. Price.

a. Beginning on the Commencement Date and continuing during the Term, Partner will reimburse NASA for the direct costs (as presently defined in 51 U.S.C. §50913(b)(2)(B)) incurred by the Government and unambiguously associated with Partner's Allowed Use of the Premises as provided by this Agreement. In advance of the Commencement Date, and annually thereafter, NASA will make reasonable efforts to provide Partner with written notice setting forth the anticipated direct costs for the upcoming year. Direct costs shall be determined in the sole discretion of NASA in accordance with then-current Applicable Laws.

b. Prompt payment is the essence of this Agreement. Payment due under this Agreement shall be payable to the National Aeronautics and Space Administration through the NASA Shared Services Center (NSSC) [choose one form of payment]: [1] U.S. Treasury FEDWIRE Deposit System, Federal Reserve Wire Network Deposit System; or [2] pay.gov at https://www.nssc.NASA.gov/portal/site/customerservice/ menuitem.bb29c518138071c056969 daf4dd72749. (Select "Pay NASA" from the Quick Links to the left of the page). All payments and other communications regarding this Agreement shall reference John F. Kennedy Space Center, title, date, and number of this Agreement. Partner may direct NASA to apply any funds Partner may have on retainer with NASA to any direct costs payable hereunder.

c. Nothing in this Agreement waives or supersedes any obligation of Partner to reimburse the Government in accordance with the terms of other agreements or contracts with the Government which provide for the use of the same Government property or services utilized by Partner or its contractors, subcontractors, or customers pursuant to this Agreement.

2. Essential and Demand Services. Any essential or available demand services provided by NASA will be provided on a reimbursable basis pursuant to a separate support agreement ("Support Agreement") between the Parties. Partner shall make payment in advance of initiation of NASA's efforts.

3. Taxes. Partner shall pay, to the applicable taxing authority upon written demand and prior to delinquency, all taxes, assessments, excises, levies, fees, and charges, including all payments related to the cost of providing facilities or services, of every kind and description, general or special, ordinary or extraordinary, foreseen or unforeseen, secured or unsecured, whether or not now customary or within the contemplation of NASA and Partner (collectively "Taxes"), that are levied, assessed, charged, confirmed, or imposed by any public or Government authority upon or against, or measured by, or reasonably attributable to, the Premises or any part thereof or any Improvements constructed thereon. Partner may contest the legal validity or amount of any Taxes for which it is responsible under this Agreement and may institute such proceedings as it considers necessary to recover or reduce its Taxes, provided that Partner shall bear all expenses in pursuing such contest or proceeding.

4. Anti-Deficiency Act. Notwithstanding any other provision of this Agreement, all activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds by NASA in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

VII. PRIORITY OF USE

1. Partner understands and accepts that in case of any conflict between Government operations and Partner's operations, as determined by NASA in its sole discretion, Partner will, if NASA so directs, delay, modify or otherwise interrupt its operations on the Premises, at no cost to the Government under this Agreement, to accommodate Government operations at the Center. Partner also understands and accepts that its operations on the Premises may, from time to time, be hampered by temporary restrictions on access, such as identity checks and auto searches by NASA. Partner agrees that the Government shall not be responsible or liable under this Agreement for any lost time or costs incurred by Partner due to any disruption of its activities on the Premises, regardless of the frequency or duration of any such interruptions, including disruptions of commercial activities, or any delays in entry, temporary loss of access, barring of individual Partner's and Partner's Related Entities employees from the Center under federal laws authorizing such actions, limitation or withdrawal of any employee's on-Center driving privileges, or any other security action that may cause Partner's and Partner's Related Entities employees to be late or unavailable at their work stations, or delay arrival of parts and

supplies. Partner hereby expressly waives any claims or suits against the Government and NASA Related Entities under this Agreement caused by or arising out of the conduct of Government operations or other commercial operations and any such security actions. NASA shall have the ability to direct Partner to cease all activities under this Agreement that are reasonably believed to be incompatible with safety, security, environmental protection, resource protection, or other Government interests. Partner's Related Entities, licensees, assignees, or invitees shall have no claim under this Agreement on account of such actions against the Government or any officer, agent, employee, contractor, or subcontractor thereof.

2. Partner shall manage its use of the Premises so as to avoid interference with NASA programmatic needs or operations at the Center. In the event that NASA determines any activity of Partner interferes with any ongoing programmatic need or operation (e.g., NASA SLS Program, scheduled outages), the NASA activity will take priority. NASA and Partner will coordinate as necessary to expeditiously resolve any identified interference. It is understood that normal day-to-day operations of the Premises by Partner and its Allowed Uses per this Agreement are not expected to create an impact to ongoing programmatic needs or operations of NASA.

3. In the event that NASA exercises its right of scheduling priority, NASA will make reasonable effort to keep Partner as close to the original schedule as possible. Should NASA's exercise of its scheduling priority relating to Government property or services under this Agreement affect the schedule of Partner's launch and reentry efforts, the Parties agree such action will be read against this Article titled "Priority of Use" and such exercise does not qualify as a "preemption" under 51 U.S.C. § 50910.

VIII. LIABILITY AND RISK OF LOSS

1. Damage or Injury.

a. NASA shall not be liable to Partner for, and Partner hereby waives and releases all, Claims against NASA or any of NASA's Related Entities for any damage to or loss or theft of any property or for any bodily or personal injury, illness or death of any person in, on or about the Premises or the Center, arising at any time from or related to (i) the use or occupancy of, or the maintenance or repair of facilities on, the Premises by Partner or Partner's Related Entities, (ii) Improvements conducted in accordance with the requirements of this Agreement, (iii) activities conducted under this Agreement by Partner or Partner's Related Entities, or (iv) any act or omission of Partner or Partner's Related Entities, except in the case of willful misconduct.

b. Partner shall indemnify, defend and hold harmless NASA and any of NASA's Related Entities from all Claims against NASA and any of NASA's Related Entities arising from or related to (i) the use or occupancy of, or the development, construction, maintenance, repair or restoration of the Improvements on, the Premises by Partner or Partner's Related Entities, (ii) any default in the performance of Partner's obligations under this Agreement, (iii) any damage to any property (including property of Partner's Related Entities) or any bodily or personal injury,

illness or death of any person (including Partner's Related Entities) occurring in, on or about the Premises or any part thereof arising at any time and from any cause whatsoever (excluding Claims arising from entry on the Premises by NASA or NASA's Related Entities pursuant to this Agreement), (iv) any damage to any property (including property of Partner's Related Entities) or any bodily or personal injury, illness or death of any person (including Partner's Related Entities) occurring in, on or about any part of the Center other than the Premises when such damage, bodily or personal injury, illness or death is caused by any act or omission of Partner or Partner's Related Entities, or (vi) the use, storage, transportation, treatment, disposal, release or other handling, on or about or beneath the Premises, of any Hazardous Material introduced or permitted on or about or beneath the Premises by any act or omission of Partner or Partner's Related Entities; provided, however, in no event shall Partner be obligated to indemnify, defend or hold harmless NASA or NASA's Related Entities from any Claims arising from the willful misconduct of NASA or NASA's Related Entities.

c. This section shall survive the termination of this Agreement with respect to any Claims occurring prior to such termination.

2. Insurance Coverages and Amounts.

a. Partner shall, at Partner's sole cost and expense, obtain and keep in force the insurance coverages and amounts set forth in this section:

(i) Partner shall maintain commercial general liability insurance, including contractual liability covering Partner's obligations under the Agreement, broad form property damage liability, fire legal liability, premises and completed operations, and medical payments, with limits not less than one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) aggregate, insuring against claims for bodily injury, personal injury and property damage arising from the use, occupancy or maintenance of the Premises and the Center, and covering, inter alia, the cost of repair or replacement, or the fair market value, of any NASA Reserved Property (real or personal) damaged as a result of activities conducted under this Agreement, including performance by the Government or the Government's contractors or subcontractors, at any tier. The policy shall contain an exception to any pollution exclusion which insures damage or injury arising out of heat, smoke or fumes from a hostile fire. Any general aggregate shall apply on a per occurrence basis. Partner shall also obtain, pay for and maintain an umbrella excess liability policy in an amount not less than $20,000,000 excess over said primary commercial general liability policy.

(ii) If Partner uses owned, hired or non – owned vehicles, Partner shall maintain business auto liability insurance with limits not less than one million dollars ($1,000,000.00) per accident covering such vehicles.

(iii) Partner shall maintain, and shall cause Partner's Related Entities to maintain, worker's compensation insurance in statutory limits as required by Florida law, and such other forms of insurance as may from time-to-time be required by Applicable Law or may otherwise be reasonably necessary to protect NASA and the Premises from claims of

any person who may at any time work on the Premises, whether as a servant, agent, or employee of Partner or otherwise. The foregoing insurance shall be maintained at the expense of Partner or Partner's Related Entities, and not at the expense of NASA. In addition, Partner shall maintain employers liability insurance which affords coverage of not less than one million dollars ($1,000,000.00) per occurrence.

(iv) Partner shall maintain property insurance for the perils covered by a standard fire insurance policy, extended coverage perils and vandalism and malicious mischief, including coverage for increased costs due to changes in building codes and, if applicable, boiler machinery and pressure vessel insurance. The amount of such insurance shall be the Full Insurable Replacement Value. All such policies shall specify that proceeds shall be payable on a "Full Replacement Value" basis if the facilities and equipment on the Premises are actually repaired or rebuilt and on an "Actual Cash Value" basis if the facilities and equipment on the Premises are neither repaired nor replaced, and shall include a "guaranteed amount" or "stipulated amount" endorsement of coverage in lieu of a coinsurance provision under the policy.

(v) All other insurance that Partner customarily maintains to adequately protect the Premises, consistent with Partner's insurance program for other similar properties. NASA may from time to time request such reasonable evidence that the Premises are being so insured by Partner.

b. In addition to the insurance required above, but only to the extent not covered by other property insurance maintained by Partner, Partner (or Partner's Related Entities) shall obtain and keep in force during the conduct of any Improvements comprehensive "all risk" or "special form" builder's risk insurance, including vandalism and malicious mischief. Such builder's risk insurance shall cover all portions of the Improvements under construction on the Premises, all materials and equipment stored at the Premises or the Center by Partner or Partner's Related Entities and furnished under a construction contract, and all materials and equipment that are in the process of fabrication at the premises of any third party or that have been placed in due course of transit to the Premises when such fabrication or transit is at the risk of, or when title to or an insurable interest in such materials or equipment, has passed to Partner or Partner's Related Entities (excluding any tools and equipment, and property owned by the employees of Partner's Related Entities). Such builder's risk insurance shall be written on a completed value basis in an amount not less than the full estimated replacement cost of such Improvements.

c. All deductibles under any insurance policy described in this section shall be consistent with Partner's company – wide insurance program and shall be paid by Partner.

3. Conditions on Property Insurance. In the event NASA Reserved Property is damaged as a result of activities conducted under this Agreement, Partner (as an insured loss payee) shall be solely responsible for the repair and restoration of such property subject to NASA direction. In addition to the other conditions and requirements for insurance policies set forth in this Article, Partner's construction and property insurance policies shall satisfy the following conditions. The policy or policies evidencing construction and property insurance shall provide that, in the event of loss thereunder, the proceeds of the policy or policies shall be

payable to Partner to be used solely for the repairs or replacement of the property damaged or destroyed, with any balance of the proceeds not required for such repairs or replacement to be paid to Partner; provided, however, that the insurer, after payment of any proceeds in accordance with the provisions of the policy or policies shall have no obligation or liability with respect to the use or disposition of the proceeds. Nothing herein contained shall be construed as an obligation upon NASA to perform construction, improvements, repairs or replacement of the Premises or any part thereof.

4. Insurance Requirements.

a. All insurance and all renewals thereof shall be issued by companies with a rating of at least "A-" "VII" (or its equivalent successor) or better in the current edition of Best's Insurance Reports (or its equivalent successor, or, if there is no equivalent successor rating, otherwise mutually acceptable to the Parties).

b. It shall be the responsibility of Partner to notify NASA at least ninety (90) days prior to such cancellation or alteration of insurance coverage.

c. The commercial general liability and any automobile liability insurance, including the umbrella excess liability policy, and the property insurance policy shall be endorsed to name NASA (and any other parties reasonably designated by NASA) as an additional insured and shall be primary and noncontributing with any insurance which may be carried by NASA or other such additional insureds.

d. Partner shall, prior to conducting any activities under this Agreement, furnish to NASA certificates of insurance including material policy exclusions and waivers of subrogation evidencing such insurance. Said certificates shall state the amount of all deductibles. Partner shall deliver certificates of insurance and endorsements, in form reasonably acceptable to NASA, to NASA upon the Commencement Date and thereafter during the Term prior to the expiration of each policy. Such documents shall be delivered to the address for certificate holder set forth below. Each certificate of insurance shall list the certificate holder as follows:

National Aeronautics and Space Administration
Kennedy Space Center
Attn: Chief Counsel
Mail Stop: CC
Kennedy Space Center, FL 32899

It is understood and agreed that NASA shall be under no obligation to provide access to the Premises until the insurance required by this section has been obtained by Partner and accepted by NASA.

e. No approval by NASA of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by NASA of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible. By requiring insurance herein, NASA makes no

representation or warranty that coverage or limits will necessarily be adequate to protect Partner, and such coverage and limits shall not be deemed as a limitation on Partner's liability under the indemnities granted to NASA in this Agreement.

f. Failure of NASA to demand such certificates or other evidence of full compliance with these insurance requirements or failure of NASA to identify a deficiency from evidence that is provided shall not be construed as a waiver of Partner's obligation to maintain such insurance.

5. Assistance with Claims. Partner agrees to notify the NASA Business Point of Contact as soon as practicable in accordance with the Article titled "Points of Contact" of any Claim or action against, or damage suffered or incurred by, Partner or a Partner Related Entity arising from or related to performance of this Agreement and provide NASA with copies of all pertinent papers Partner receives regarding any such claim. Partner agrees that it will provide NASA with reasonable assistance in defense of any claims asserted against NASA arising from, or in connection, with the use of Government property or services provided by NASA to Partner under this Agreement. NASA agrees that it will provide Partner with reasonable assistance in defense of any claims asserted against Partner arising from, or in connection with, actions directly associated with NASA's provision of property or services under this Agreement.

6. Subrogation. Partner waives on behalf of all insurers under all policies of insurance now or hereafter carried by Partner insuring or covering the Premises, or any portion or any contents thereof, or any operations therein, all rights of subrogation which any such insurer might otherwise, if at all, have to any claims of Partner against NASA. Partner shall procure from each of the insurers under all such policies of insurance a waiver of all rights of subrogation which the insurer might otherwise, if at all, have to any claims of Partner against NASA as required by this section stating substantially the following: "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

7. Launch and Reentry Activities Licensed by the FAA. To the extent the exercise of the Federal Aviation Administration's ("FAA") authority over commercial launch and reentry is applicable to activities carried out on the Premises, the liability insurance and financial responsibility requirements under that authority apply. In such case, Partner shall maintain insurance in such amounts and comply with such terms and conditions as specified by the FAA, and the other insurance requirements in this Article shall not apply to those activities covered under the FAA's authority.

IX. USE OF NASA NAME AND EMBLEMS

1. NASA Name and Initials. Partner shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the Article titled "Release of General Information to the Public and Media," Partner must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Assistant Administrator for

the Office of Communications for review and approval. NASA approval shall be based on applicable law and policy governing the use of the NASA name and initials.

2. NASA Emblems. Use of NASA emblems (*i.e.*, NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partner must submit any proposed use of the emblems to the NASA Assistant Administrator for the Office of Communications for review and approval. NASA approval shall be based on applicable law and policy governing the use of the NASA emblems.

X. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

1. NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

2. When Partner invites specific media to the Premises, Partner's Public Affairs POC will advise NASA Public Affairs POC of the visit at least two (2) business days prior to the visit for US citizens and at least thirty (30) business days prior to the visit for foreign nationals in order to coordinate the visit details which involve badging of the media crew by Partner and for the Public Affairs POC to obtain a Media Escort placard to escort the media to the Premises. This placard will only allow access to the Premises and does not allow access to any other NASA operational facilities. All NASA related news media interviews, news conferences, media scouts, photo opportunities, film crews, etc., must be coordinated in advance with the NASA Public Affairs POC. Partner shall make the NASA Public Affairs POC aware of any stories to appear in the media, web or social media, related to this Agreement, in advance of publication or broadcast. Partner shall follow all NASA policies and procedures for badging Foreign National Media, see Exhibit H.

XI. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of the Premises under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement.

XII. COMPLIANCE WITH LAWS AND REGULATIONS

(a) The Parties shall comply with all Applicable Laws and regulations including, but not limited to, occupational health; building codes; wage and hour requirements; safety; security; export control; environmental; and requirements relating to suspension and debarment laws and regulations. Access by Partner to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and

safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

(b) With respect to any export control requirements:

(i) The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement. In the absence of available license exemptions or exceptions, Partner shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.

(ii) Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.

(iii) Partner will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.

(iv) Partner will be responsible for ensuring that the provisions of the Article titled "Compliance with Laws and Regulations" apply to Partner's Related Entities.

(c) With respect to suspension and debarment requirements:

(i) Partner hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.

(ii) Partner shall include language and requirements equivalent to those set forth in subparagraph (c)(i), above, in any lower-tier covered transaction entered into under this Agreement.

XIII. RIGHT TO TERMINATE, EVENTS OF DEFAULT, REMEDIES

1. Termination by Mutual Consent. This Agreement may be terminated at any time upon mutual written consent of both Parties.

2. Default by Partner. The occurrence of one (1) or more of the following Events of Default shall constitute a breach of this Agreement by Partner:

a. Partner fails to pay any money or charge payable by Partner under any provision of this Agreement or of the Support Agreement (solely as applicable to services provided in connection with Partner's Allowed Uses of the Premises), and such failure continues for more

than thirty (30) days after NASA gives written notice to Partner that such amount is due and unpaid; or

b. Partner fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Partner as and when performance or observance is due and such failure or breach continues for more than ninety (90) days after NASA gives written notice thereof to Partner; provided, however, that if, by the nature of such agreement or covenant, such failure or breach cannot reasonably be cured within such period of ninety (90) days, an Event of Default shall not exist as long as Partner commences with due diligence and dispatch the curing of such failure or breach within such period of ninety (90) days and, having so commenced, thereafter prosecutes with diligence and dispatch and completes the curing of such failure or breach; or

c. Partner (i) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (ii) makes an assignment for the benefit of its creditors, or (iii) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Partner or of any substantial part of Partner's property; or

d. Without consent by Partner, a court or government authority enters an order, and such order is not vacated within ninety (90) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Partner or with respect to any substantial part of Partner's property, or (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, or (iii) ordering the dissolution, winding – up or liquidation of Partner; or

e. This Agreement or any estate of Partner hereunder is levied upon under any attachment or execution and such attachment or execution is not vacated within ninety (90) days; or

f. Partner violates any term or condition of any environmental permit or license, or any other Governmental permit or license related to the Premises, and such violation continues for more than sixty (60) days after NASA gives written notice to Partner; or

g. Partner abandons the Premises.

3. Termination due to an Event Default. If an Event of Default occurs, NASA shall have the right at any time to give a written termination notice to Partner and, on the date specified in such notice, Partner's right to possession shall terminate and this Agreement shall terminate. Upon such termination, NASA shall have the full and immediate right to possession of the Premises. In addition, NASA shall have the right to recover from Partner all unpaid direct costs which had accrued at the time of termination pursuant to the Article titled "Financial Obligations."

4. Continuation. If an Event of Default occurs, this Agreement shall continue in effect for so long as NASA does not terminate Partner's right to possession, and NASA shall have the right to enforce all its rights and remedies under this Agreement, including the right to recover all payments that become due under this Agreement. Acts of maintenance or preservation or efforts to re-let the Premises or the appointment of a receiver upon initiative of NASA to protect NASA's interest under this Agreement shall not constitute a termination of Partner's right to possession unless written notice of termination is given by NASA to Partner.

5. Remedies Cumulative. Upon the occurrence of an Event of Default, NASA shall have the right to exercise and enforce all rights and remedies granted or permitted by law. The remedies provided for in this Agreement are cumulative and in addition to all other remedies available to NASA at law or in equity by statute or otherwise. Exercise by NASA of any remedy shall not be deemed to be an acceptance of surrender of the Premises by Partner, either by agreement or by operation of law.

6. Partner's Primary Duty. All agreements and covenants to be performed or observed by Partner under this Agreement shall be at Partner's sole cost and expense and without any offset to amounts which may be payable to NASA.

7. NASA Default. If NASA defaults under this Agreement, Partner shall give written notice to NASA specifying such default with particularity, and NASA shall have thirty (30) days after receipt of such notice within which to cure such default. In the event of any default by NASA, Partner's exclusive remedy shall be an action for damages or specific performance.

8. Termination by NASA other than for an Event of Default. NASA may terminate this Agreement in its entirety upon the happening of any events delineated, below. Except where otherwise provided, such termination shall be effective on the thirtieth (30^{th}) day after written notice to Partner if:

a. Partner voluntarily abandons or discontinues commercial launch or reentry efforts at the Premises, and shows no evidence that it will resume its efforts within a reasonable period of time, provided, however, that suspension of operations by Partner during a strike or work stoppage by its employees, shall not be considered voluntary abandonment or discontinuance of operations;

b. Partner has failed to conduct its activities on the Premises in a safe manner;

c. Partner fails to obtain or comply with the terms of any DOT/FAA licenses required that are related to activities on the Premises.

d. If determined to be in the best interest of the Government in accordance with Article V section 2.

9. Unilateral Termination by NASA, Force Majeure.

a. NASA may unilaterally terminate this Agreement upon written notice in the following circumstances: (i) upon a declaration of war by the Congress of the United States; or (ii) upon a declaration of a national emergency by the President of the United States; or (iii) upon a NASA determination, in writing, that NASA is required to terminate for reasons beyond its control. For purposes of this Article, reasons beyond NASA's control include, but are not limited to, acts of God or of the public enemy, acts of the U.S. Government other than NASA, in either its sovereign or contractual capacity (to include failure of Congress to appropriate sufficient funding to enable NASA's obligations under this Agreement), fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

b. In the event of termination for reasons given above, NASA will seek to provide reasonable advance notice and will seek to mitigate the effect of such termination, if possible, and will enter into discussions with Partner for that purpose. This Article is not intended to limit or govern the right of NASA or Partner, in accordance with law, to terminate its performance under this Agreement, in whole or in part, for Partner's or NASA's breach of a provision in this Agreement.

c. Despite the occurrence of any of the conditions delineated above, NASA may elect not to terminate this Agreement immediately. Any such election shall not constitute a waiver of any right of NASA hereunder nor shall it preclude NASA from later terminating the Agreement without further notice if the condition creating a right to terminate continues. NASA shall not be liable for any costs, loss of profits, revenue, or other direct, indirect, or consequential damages incurred by Partner, its contractors, subcontractors, or customers as a result of the termination by NASA.

XIV. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, *e.g.*, "Financial Obligations", "Liability and Risk of Loss", and "Environmental Condition, Management, and Compliance", shall survive such expiration or termination of this Agreement.

XV. POINTS OF CONTACT

The Agreement Points of Contact are designated by the Parties in Exhibit I. The Parties shall submit all communication and correspondence such as written requests, approvals, concurrences, and notices under this Agreement to the Points of Contact identified in Exhibit I. The primary objective of these points of contact is to ensure efficient and effective coordination of the actions required per this Agreement with specific NASA implementing organizations. All written requests, approvals, consents, and notices under this Agreement shall be addressed properly, either deposited in the United States mail, postage prepaid, or delivered by hand, or sent via facsimile or electronic mail, to the applicable Party. Such requests, approvals, consents, notices, and other communications shall be effective on the date of receipt (evidenced by the certified mail receipt) if delivered by United States mail. If any such request, approval, consent, notice, 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. Each Party shall recognize successor Points of Contact and shall provide appropriate and timely notification when such changes occur.

XVI. DISPUTE RESOLUTION

Except as otherwise provided in the Article titled "Priority of Use," and those situations where a pre-existing statutory or regulatory system exists (*e.g.*, under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate Point of Contact identified in the Article titled "Points of Contact." The persons identified as the "Points of Contact" for NASA and Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

XVII. MODIFICATIONS

The exhibits to this Agreement may be added to, updated or removed from this Agreement with written approval by the Business Points of Contact identified in this Agreement. Any other modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and Partner.

XVIII. ASSIGNMENT AND SUBLEASING

1. Assignment. Neither this Agreement nor any interest arising under it will be assigned by Partner or NASA without the express written consent of the officials executing, or successors, or higher- level officials possessing original or delegated authority to execute this Agreement.

2. Sublease. Partner shall not, directly or indirectly, without the prior written consent of NASA, enter into a sublease in respect of the Premises or any portion thereof ("Sublease"). Partner shall not be released from any of its obligations under this Agreement in connection with or as a result of the consummation of any Sublease.

3. Procedure. If Partner wishes to enter into any assignment or Sublease (collectively, a "Transfer"), Partner shall give written notice to NASA identifying the intended

transferee by name and address and specifying all of the terms of the intended Transfer. Partner shall give NASA such additional information concerning the intended transferee, including audited financial statements (or if audited financial statements are not available, financial statements certified by an officer of the intended transferee) and a business history, as NASA reasonably requests. NASA shall have at least ninety (90) days in which to consider the proposed Transfer. NASA shall deliver to Partner written notice of its determination once made. Consummation of any Transfer without the prior written consent of NASA and compliance with any conditions to consummation set forth in this Article shall be void.

4. Completion of Transfer. Partner may complete a Transfer (provided that NASA consents thereto) subject to the following covenants, as applicable: (a) the Transfer shall be on substantially the same terms as set forth in the written notice given by Partner to NASA; (b) no Transfer shall be valid and no transferee shall take possession of the Premises or any part thereof until (i) an executed duplicate original of all applicable documentation has been delivered to NASA, and (ii) if applicable, NASA has entered into such restated leases with Partner and with such transferee as may be required by NASA; and (c) Partner agrees that, to the extent the same is not otherwise covered by the terms of a restated lease to be entered into by and between NASA and the transferee covering the Transfer in question, the instrument by which any such Transfer is accomplished shall expressly provide that the transferee will perform all of the covenants to be performed by Partner under this Agreement as and when performance is due after the effective date of the Transfer and that NASA will have the right to enforce such covenants directly against such transferee. Any purported Transfer without an instrument containing the foregoing provisions (as applicable to the Transfer in question) shall be void.

5. Other Requirements. Consent to one such Transfer shall not be deemed consent to any subsequent Transfer. If any transferee or successor of Partner defaults in the performance of any obligation to be performed by Partner under this Agreement, NASA may proceed directly against Partner without the necessity of exhausting remedies against such transferee or successor.

XIX. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

XX. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

XXI. DAMAGE OR DESTRUCTION

1. Restoration. If the Premises, or any part thereof, are damaged by fire or other casualty during the Term, and this Agreement is not terminated pursuant to Section 2 below, Partner shall promptly commence (in all events within three hundred sixty (360) days after the fire or other casualty) and complete the repairs, restoration and rebuilding of the Premises to substantially the same condition, utility and character in which they existed before the occurrence of such fire or other casualty (whether or not the insurance proceeds, if any, are sufficient for the purpose) and this Agreement shall remain in full force and effect.

2. Termination of Agreement. If the Premises, or any part thereof, are damaged by fire or other casualty during the last five (5) years of the Term, then Partner shall have the right, by giving written notice to NASA within one hundred eighty (180) days after the occurrence of such fire or other casualty, to terminate this Agreement as of the date of such notice. Partner will remain liable to repair any damage to NASA Reserved Property. If Partner does not duly exercise the right to terminate this Agreement, in whole or in part as the case may be, in accordance with this section, Partner shall repair, restore and rebuild the Premises in accordance with Section 1 above and this Agreement shall remain in full force and effect. If this Agreement is terminated, Partner shall remove any debris, and Partner shall deliver the Premises in a neat and orderly condition.

XXII. PROTECTIVE SERVICES - FIRE, EMERGENCY MANAGEMENT, AND SECURITY

1. General. The KSC Protective Services Office (PSO) is the government office responsible for fire protection, emergency management and security. The PSO oversees the KSC Protective Services Contract. Security and fire personnel conduct operations in both uniformed and plain clothes.

a. Partner will provide immediate access to the Premises by properly identified KSC PSO personnel when necessary in the performance of their emergency response duties. For other required access, NASA will coordinate in accordance with Article IV. 3.a.. Partner will appoint a KSC Protective Services Liaison (PSL) to address matters relating to services under this section.

b. Partner personnel and their guests authorized to occupy and use the Premises shall comply with NASA administrative regulations, and all other policies and guidelines that pertain to security, fire, and emergency management.

c. The KSC PSO will provide 911 call services, fire rescue, security, and emergency medical and hazardous response to the Premises 24 hours per day, 7 days per week. The materials used in an emergency response will be reimbursed to KSC in accordance with the Support Agreement.

d. Partner will ensure their personnel receive instructions on KSC emergency response procedures.

e. The KSC PSO needs reasonable access to exterior doors and critical entry areas such as rooms containing alarm panels, electrical panels, fire panels, or mechanical rooms with exterior only access for purposes of emergency response and fire inspections.
Partner will be required to utilize the KSC PSO locksmith services to acquire locks, core hardware, keys, and their installation for external doors that provide access to these types of areas. This service will be reimbursed to KSC in accordance with the Support Agreement.

f. If Partner desires to use electronic access control, security, and fire alarms, Partner may utilize the current KSC Center-wide reporting system only if Partner contracts maintenance of the alarm systems to the KSC contracted service provider and reimburses KSC in accordance with the Support Agreement. These systems will be monitored at the KSC Protective Services Communication Center (PSCC) and will dispatch appropriate response. Partner's PSL will be notified by the PSCC of alarms in their facilities.

If Partner contracts maintenance of the alarm systems to a non-KSC contracted service provider, the alarm panels shall be removed from the KSC Emergency Response system and shall be monitored 24 hours per day, 7 days per week by an approved monitoring service at Partner's cost. The core of the alarm panels will be removed by KSC PSO Locksmith to accommodate Partner contracted service provider. A National Electrical Manufacturing Association (NEMA) 4 compliant enclosure with minimum dimensions of 10"x10"x6" will be coordinated with Authority Having Jurisdiction (AHJ) and installed for KSC PSO access. The NEMA 4 box shall be provided and installed by Partner.

KSC PSO may take whatever action necessary to protect life and property and will not be liable for any damage that occurs as a result of these efforts.

2. Fire Protection.

a. The AHJ as defined in National Fire Protection Association (NFPA), Florida Building Code, American Society of Mechanical Engineers (ASME), American National Standards Institute (ANSI), Safety Standard for Fire Protection (NASA-STD-8719.11), and all applicable fire and life safety documents is the KSC AHJ. NASA will coordinate access for compliance inspections in accordance with Article IV. 3.a.. If at any time a matter of compliance is brought to the attention of the AHJ, a determination will be made by the AHJ as to its resolution. This may include, but is not limited to, a written warning, cessation of operations, or recommendation for termination of this Agreement per Article XIII titled "Right to Terminate, Event of Default, Remedies."

b. The fire and life safety systems for each facility shall be installed and maintained in accordance with the provisions of Safety Standard for Fire Protection (NASA-STD-8719.11), latest revision. Any facility modifications, upgrades, system replacements, or combination thereof shall meet these same provisions. Fire and life safety system outages and impairments shall be brought to the attention of the KSC AHJ.

c. Partner will provide an annual Code Compliance Report of the Premises to the AHJ identifying systems that meet code requirements and an abatement program for those systems that do not.

3. Emergency Management. The PSO emergency management office provides 24 hours per day, 7 days per week support when required by the KSC Emergency Management Officer

(NEMO). Partner shall comply with instructions provided by Protective Services personnel during emergency situations. Emergency situations include, but are not limited to, the Premises or Center evacuations, hurricane preparations, hazardous substance releases, security threats, and fire alarms. Partner shall coordinate with the KSC NEMO in development of an Emergency Management Plan (EMP) and shall participate in emergency planning, training, response, and recovery. The EMP shall include a facility evacuation procedure in accordance with KSC's Comprehensive Emergency Management Plan (KNPR 8715.2).

4. Security.

a. The KSC PSO security forces will provide 24 hours per day, 7 days per week routine patrols and response to security and traffic incidents. Additional security services will be reimbursed to KSC in accordance with the Support Agreement.

Partner may hire non-KSC unarmed security personnel inside the Premises at its discretion. Any Partner facility requiring the use of an armed officer must use a NASA KSC officer and reimburse KSC in accordance with the Support Agreement.

Partner shall comply with NASA regulations that prohibit weapons or dangerous materials from being carried, transported, introduced, or stored or used without specific authorization by the KSC Chief of Security. Partner and guests personnel are also subject to inspection when inside the secure perimeter gates of the Center in accordance with 14 CFR§1204.1003.

b. Partner on-site management or PSL will, without delay, report all acts of workplace violence to the PSO; this includes any employee who exhibits behaviors of concern. Partner will immediately notify the PSO when an employee is terminated for any issue relating to workplace violence. The PSO will support, upon request, any assistance with any terminations to include escorting employees from the Center. Partner personnel are encouraged to participate in various KSC PSO security related training and seminars that are offered to KSC and contractor employees (e.g., prevention of workplace violence and loss prevention) at no cost to Partner.

c. Partner will comply with the requirements of Homeland Security Presidential Directive (HSPD) 12 and the Center administrative procedures for access to the Center. Partner will participate in the current NASA Identity and Access Management system, badging process, and automated access control and will reimburse NASA under the Support Agreement.

XXIII. ENVIRONMENTAL CONDITION, MANAGEMENT, AND COMPLIANCE

1. Definitions. As used in this Agreement, "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 Agreement, "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 NASA) 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 Agreement, "Agreement Activities" shall mean the lawful activities of Partner that are part of the ordinary course of Partners' business in accordance with the Allowed Uses. As used in this Agreement, "Materials" shall mean the materials handled, used, or stored by Partner in the ordinary course of conducting Agreement Activities. As used in this Agreement, "Permit Applications" shall mean permit application forms and supporting documentation, Notice of Intent forms and supporting documentation, registration forms, license forms, or other regulatory approval requests.

2. Environmental Baseline Survey (EBS). Partner acknowledges that NASA has, at its own expense, prepared and provided to Partner an Initial EBS titled, "Final Report, Environmental Baseline Survey for Pad 39A and Associated Structures, Kennedy Space Center, FL" dated January 31, 2011 and the "Launch Complex 39A, SWMU 008 Baseline Re-Assessment of Soil and Groundwater Investigation Report, Kennedy Space Center Florida" dated December 2012 for the Premises. The EBS shall set forth those environmental conditions and matters affecting the Premises known as of the execution date of this Agreement as determined from records of the property and the analysis reflected therein. Partner shall not be responsible to remedy any environmental conditions and matters affecting the Premises that are documented in the EBS. If the EBS identifies potential soil or ground water contamination requiring further investigation, NASA will perform such investigations and append the findings to the EBS. Upon Partner's vacation of the Premises in accordance with this Agreement, Partner shall prepare, at its own expense, and submit to NASA an updated EBS, to be acknowledged and signed by representatives of NASA and Partner. The EBS update shall set forth those environmental conditions and matters affecting the Premises known as of the vacation of Premises date, based on all known activities that have occurred at the Premises as well as information contained in the records of the Premises and the analysis reflected therein. NASA-KSC may require sampling of soil and/or surface and ground water to verify environmental conditions. Partner shall not be obligated to remedy any environmental conditions and matters affecting the Premises that are not a result of Partner's Agreement Activities on the Premises. Partner shall be liable for and required to remedy any environmental conditions and matters affecting the Premises that are found to be a result of Partner's Agreement Activities on the Premises and Partner shall at Partner's sole cost and expense obtain and keep in force insurance coverage in an amount sufficient to insure such performance. Following execution of the Agreement, Partner will work diligently to add the Premises to Partner's pollution legal liability policy, and will provide to NASA a certificate evidencing such addition as soon as practicable.

3. General Compliance. Partner shall ensure that all operations, activities, equipment, and facilities are in compliance with all Federal, State of Florida, and local environmental laws, statutes, regulations, and ordinances. Unless stated in this Agreement, Partner shall be solely responsible for compliance with aforementioned environmental regulatory requirements including environmental permits. Partner shall be considered an independent entity responsible for its own actions for the purposes of environmental compliance and permitting matters. If formal enforcement actions are taken against NASA for environmental violations due to Partner's actions or inactions, Partner shall reimburse NASA for any fines or penalties

assessed. Additionally, a Corrective Action Plan shall be developed and submitted by Partner to NASA that indicates how Partner will correct the violation by a certain time frame.

4. Existing Environmental Hazards. Partner accepts the Premises associated with this Agreement in an "as is" environmental condition. Partner is responsible for mitigating/protecting workers from any environmental hazards and disposing of any disturbed hazardous materials according to environmental laws and regulations. Examples: lead-based paint, asbestos, polychlorinated biphenyl (PCB)-containing paint, PCB-containing electrical equipment, etc.

5. KSC Environmental Checklists. Prior to commencing operations, Partner shall complete an initial KSC Environmental Checklist (KSC Form 21-608) for all activities and submit it to the NASA Environmental Management Branch (EMB) for evaluation. Partner shall also complete KSC Environmental Checklists prior to the initiation of the following actions, projects, activities, or circumstances and submit them to the NASA EMB for evaluation.

- Construction, demolition, or facility modification projects (major or minor)
- Excavations, land clearing, or grading
- Connecting, disconnecting, or modifying the configuration or operation of a NASA owned system, utility, or stormwater management system
- Changes in operations, activities, facility operator, occupant, or Partner

Partner shall comply with all the environmental requirements and direction provided by the NASA EMB in the checklist response.

6. National Environmental Policy Act (NEPA). Partner is responsible for funding, implementing, and maintaining any environmental mitigation measures identified in applicable NEPA documentation associated with the Agreement Activities. Any current and existing documentation will be provided by NASA as an attachment to this Agreement (see Exhibit B). This includes the Multi-Use Environmental Assessment (2012). Should Agreement Activities trigger the need for NEPA documentation during the Term of the Agreement that did not already exist prior to commencement of the Agreement Activity, Partner is responsible to fund those NEPA requirements, and assist NASA throughout the process as necessary.

7. Historical and Cultural Resources. Partner shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity not identified in Exhibit A, section 3. In the event such items are discovered on the Premises, Partner shall cease its activities at the site and immediately notify the NASA Technical POC and protect the site and material from further disturbance until NASA gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Partner.

8. Waste Management and Disposal. All wastes generated by Partner shall be properly containerized, stored, labeled, manifested, shipped, and disposed of by Partner in full regulatory compliance at Partner's expense. Hazardous wastes generated by Partner shall be

manifested, shipped, and disposed of under Partner's Environmental Protection Agency hazardous waste generator identification number.

9. Environmental Permitting.

a. Partner shall obtain all required environmental permits, licenses, registrations, and approvals for its site activities. Partner shall prepare all permit applications and pay all permit application fees directly to the regulatory agency. If required by the permit application, the NASA Environmental Assurance Branch (EAB) will sign permit applications as the land owner or utility system owner. Partner shall submit courtesy copies of all submitted permit applications to the NASA EAB within five working days after submission to the regulatory agency. Partner shall submit courtesy copies of all permits, licenses, registrations, and approvals to the NASA EAB within five working days after receipt from the regulatory agency. Partner shall ensure that all operations, activities, equipment, and facilities are in full compliance with all permit conditions.

b. NASA holds a Center-wide Federal Clean Air Act Title V Air Operation Permit issued by the Florida Department of Environmental Protection (FDEP) that governs air emissions from dozens of regulated emission sources and hundreds of insignificant emission sources across the Center. NASA intends for Partner to be independent from NASA regarding air emissions permitting and compliance. Partner shall contact the NASA EAB prior to:

- The operation, reactivation, or modification of an existing emission source/activity,
- The construction of any new air emission source, or
- The initiation of an activity producing air emissions.

Partner shall participate in meetings with the NASA EAB and/or the FDEP to discuss applicable air emissions permitting and compliance requirements for Partner's activities. Partner may be required to obtain separate air permits for its activities.

c. In certain instances, NASA may allow Partner to modify an existing NASA permit to incorporate Partner's activity or allow Partner's activity to be covered under an existing NASA permit. If both NASA and Partner agree to this arrangement, Partner shall prepare any required permit application, submit the application to the NASA EAB for processing with the regulatory agency, and pay any application or registration fees directly to the regulatory agency. Partner shall assist NASA in obtaining the permit by responding to regulatory agency questions, preparing formal responses to regulatory agency Requests for Additional Information (RAIs), preparing briefings, attending meetings, etc. Once the permit is obtained, Partner shall ensure that all operations, activities, and facilities are in compliance with all permit conditions which may include conducting inspections, performing sampling/testing, maintaining records, performing facility/infrastructure maintenance or repair, and preparing operating reports. Partner shall prepare all required regulatory reports/data and submit them to the NASA EAB for submission to the regulatory agency. All communication and interface with regulatory agencies regarding activities conducted under a NASA held permit must be coordinated through and performed by the NASA EAB. Partner shall be responsible for immediately correcting all violations, findings, and deficiencies identified by a regulatory agency or NASA at Partner's

expense. At the termination of this Agreement, Partner shall provide copies of all records required by or used to demonstrate compliance with any permit, license, registration, or approval to the NASA EAB.

d. Existing Permits to be Retained by NASA - There are no existing environmental permits to be retained by NASA related to the Premises.

e. Existing Permits to be Transferred - There are existing environmental permits for the Premises to be transferred to Partner. Partner shall complete all required applications and assist NASA in transferring these permits. Upon transfer, Partner will be fully responsible for permit compliance. These permits are:

Stormwater Management Environmental Resource Permits issued by the St. Johns River Water Management District

- Pad A Operations Building Parking Lot – Permit Number 42-009-1319NG
- Pad A Support Building – Permit Number 40-009-81270-1
- Pad A SCAPE Area – Permit Number 40-009-0564G-ERP

A diagram showing the stormwater permit boundary is provided in Exhibit C.

f. Former Environmental Permits. At one time NASA held a National Pollutant Discharge Elimination System (NPDES) Industrial Wastewater Permit for Pad 39A. The permit covered the treatment of deluge/sound suppression water and its discharge to the environment. NASA surrendered/cancelled this permit in September 2012. The infrastructure (holding/treatment basin, spray field, groundwater monitoring wells, etc.) associated with this activity and permit still exists at the Premises.

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10. Spill Reporting and Cleanup. Partner shall take measures to prevent the release of hazardous materials on, about, or beneath the Premises. The liability of Partner under this section of this Agreement shall survive the termination of this Agreement with respect to acts or omissions that occur before such termination.

a. Spill Reporting and Notifications. Partner shall immediately report spills, releases, or emissions of hazardous materials that exceed a Reportable Quantity to:

- KSC emergency responders by calling (321) 867-7911;
- Off-site agencies or authorities (such as the National Response Center, Florida State Watch Office, and Florida Department of Environmental Protection) as required by Federal and State of Florida regulations; and
- NASA EAB by calling (321) 867-9005.

Reportable Quantities for hazardous materials are defined by various Federal and State of Florida regulations such as, but not limited to, 40 CFR Part 302, 40 CFR Part 355, 49 CFR Parts 171-180, Florida Administrative Code (FAC) Chapter 62-150, and FAC Chapter 62-770.

Partner shall also immediately report any spill or release of hazardous materials (regardless of quantity) to pervious surfaces or environmental media (such as grass, soil, groundwater, surface water, sediment, and gravel) to the NASA EAB by calling (321) 867-9005.

Pavement with unsealed cracks or expansion joints can be considered pervious surfaces if hazardous materials can migrate to environmental media below. A spill to an impervious surface that is not adequately cleaned up within a reasonable timeframe (not to exceed six hours) or prior to a storm event is considered a spill to pervious surface for purposes of this section.

Whenever Partner is required to report a spill or release to NASA, Partner shall also complete a written KSC Pollution Incident Report (KSC Form 21-555), or in a format of Partner that includes all of the same information, and submit it to the NASA EAB within three (3) calendar days after the incident or discovery.

b. Spill Cleanup. Partner shall clean up all spills regardless of media impacted and quantity spilled. Partner has the discretion to utilize their own spill cleanup capability or to request support (via the emergency operator) from the NASA spill team to clean up the spill. Whenever the NASA spill team responds to a spill, Partner shall either reimburse NASA for those costs or establish a support agreement directly with the NASA spill team company. Partner shall be responsible for shipment and disposal of all cleanup waste and contaminated environmental media as described in Paragraph 8 of this Article, Waste Management and Disposal.

All spills and releases to pervious surfaces or environmental media (such as grass, soil, groundwater, surface water, sediment, and gravel) shall be cleaned up to State of Florida residential standards, unless otherwise approved in writing by the NASA EAB. After the cleanup action has been completed, Partner shall prepare a written cleanup report (which includes a description the corrective actions taken, a map showing the spill location, general dimensions of the affected area using Global Positioning System coordinates, photos of the spill before and after cleanup, and confirmatory sampling results providing evidence of adequate cleanup). For cleanup actions completed during a calendar quarter, Partner shall deliver cleanup reports to the NASA EAB no later than the end of the following calendar quarter.

Pavement with unsealed cracks or expansion joints can be considered pervious surfaces if hazardous materials can migrate to environmental media below. A spill to an impervious surface that is not adequately cleaned up within a reasonable timeframe (not to exceed six hours) or prior to a storm event is considered a spill to pervious surface for purposes of this section.

11. Spill Prevention, Control, and Countermeasures (SPCC). Partner shall comply with applicable oil pollution prevention regulations under Title 40 Part 112 of the Code of Federal Regulations. If required, Partner shall develop, maintain, and implement a SPCC plan for its oil storage activities. NASA has maintained regulated oil storage locations at the Premises and has implemented site-specific SPCC plans for these locations. Upon Agreement signature, NASA will remove these sites from the NASA SPCC plan at which time Partner will become responsible for SPCC compliance at these locations.

12. Registered Petroleum Storage Tank Systems. Partner shall comply with applicable petroleum storage tank system regulations (Florida Administrative Code Chapters 62-761 and 62-762). For new petroleum storage tank systems, Partner shall register the system with the Florida Department of Environmental Protection and arrange for required installation inspections with the Brevard County Natural Resource Management Office prior to putting the tank system into service. Partner

13. Onsite Sewage Treatment and Disposal Systems (Septic Systems). There are septic systems present at the Premises. These systems are currently unpermitted (pre-dated permitting regulations). Partner shall inherit and operate these systems in accordance with all applicable regulations. Partner shall obtain and comply with necessary permits for the installation, modification, demolition, reconstruction of new or existing septic systems or if a change in septic system usage requires a permit.

14. Sanitary Sewer Discharges. Prior to discharging non-domestic wastewater into a sanitary sewer system, Partner shall obtain a written discharge approval from both the KSC domestic wastewater collection/transmission system operator and the Cape Canaveral Air Force Station domestic wastewater treatment plant operator. Costs associated with obtaining a written discharge approval will be on a reimbursable basis to KSC. Otherwise the wastewater must be containerized and shipped to an off-site treatment or disposal facility.

15. Recordkeeping. Partner shall maintain copies of all required environmental permits, licenses, registrations, regulatory approvals, waste manifests, laboratory analyses, reports, plans, compliance records, KSC Environmental Checklists, and regulatory notifications on-site and make them available for review by NASA upon request.

16. NASA Compliance Inspections. Partner shall allow NASA personnel access to conduct annual internal inspections of all facilities, systems, materials, records, and wastes for environmental compliance. Unless NASA determines less than 48 hours prior notice is required to respond to environmental concerns, NASA will coordinate inspections in accordance with Article IV. 3. Partner shall attend all inspections. Partner shall deliver corrective action responses for all identified violations, findings, and deficiencies to the inspector by the due date in the inspection letter. Partner shall be responsible for immediately correcting all violations, findings, and deficiencies identified in the inspection letter at Partner's expense.

17. Requirements Communication. Partner shall ensure that all environmental compliance requirements as defined in this Article are communicated to all developers, contractors, partners, and facility owners performing Allowed Uses upon the Premises under subleases or any other agreement with Partner. Partner shall be liable for any environmental contamination, and any noncompliance with environmental requirements including all associated penalties and/or fines resulting from such activities, regardless of NASA's consent to such activities, and all such activities shall be deemed Agreement Activities.

18. Cancellation of Permits & Registrations. Upon termination of this Agreement, Partner shall cancel all permits/registrations/licenses held by Partner, remove permitted/registered equipment, and vacate the Premises in accordance with this Agreement. If a

Partner's activity is incorporated into a NASA held permit, NASA will decide if the permit should be modified to remove Partner's activity.

19. Agreement Termination Inspection. Upon termination of this Agreement, NASA environmental staff shall perform a facility walk-down with Partner personnel to ensure the removal of all hazardous materials and the proper closure of regulated activities and equipment.

20. Continuing Liability. This Article shall survive the termination of this Agreement with respect to any damage, bodily or personal injury, illness, or death occurring prior to such termination. This Article shall survive the termination of this Agreement with respect to any environmental non-compliance condition identified by NASA or Partner, and shall continue until such non-compliance condition is fully mitigated, remediated, abated, or otherwise remedied to the satisfaction of NASA and any federal, state, or local regulators with an interest in the non-compliance condition.

XXIV. MISCELLANEOUS

1. General. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The words "approval," "consent," "notice" and "notification" shall be deemed to be preceded by the word "written." If there is more than one Partner, the obligations hereunder imposed upon Partner shall be joint and several. Time is of the essence of this Agreement and each and all of its provisions. This Agreement shall benefit and bind NASA and Partner and the permitted personal representatives, heirs, successors and assigns of NASA and Partner. The liability of Partner under this Agreement shall survive the termination of this Agreement with respect to acts or omissions that occur before such termination. If any provision of this Agreement is determined to be illegal or unenforceable, such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect. Article and section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions thereof.

2. Cooperation; Further Assurances. In light of the long term nature of this Agreement and the significant investments that the Parties will make over the Term, the Parties agree that they shall cooperate reasonably and in good faith in the conduct of the NASA/Partner relationship arising hereunder. 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 Center or the Premises as the case may be. The Parties further acknowledge that this Agreement and the proposed development of the Premises may generate public inquiries, including inquiries from the media, and the Parties agree to use reasonable efforts to address such inquiries and coordinate responses, as appropriate. During the Term, the Parties agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents and agreements as may be reasonably necessary or proper to carry out the purpose and effect the terms of this Agreement.

3. No Waiver. The waiver by NASA or Partner of any breach of any covenant in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant in this Agreement, nor shall any custom or practice which may grow up between NASA and Partner in the administration of this Agreement be construed to waive or to lessen the right of NASA or Partner to insist upon the performance by NASA or Partner in strict accordance with this Agreement.

4. No Third Party Beneficiary. This Agreement shall not, nor be deemed nor construed to, confer upon any person or entity, other than the Parties hereto, any right or interest, including, without limiting the generality of the foregoing, any third party beneficiary status or any right to enforce any provision of this Agreement.

5. Representations and Warranties of Partner. Partner hereby represents and warrants to NASA as follows:

a. Partner is a corporation, duly formed and validly existing under the laws of the State of Delaware, and qualified to do business in the State of Florida.

b. Partner has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and no approval or consent of any person is required in connection with Partner's execution and performance of this Agreement. The execution and performance of this Agreement will not result in or constitute any default or event that would, with notice or lapse of time or both, be a default, breach or violation of the organizational instruments governing Partner or any agreement or any order or decree of any court or other governmental authority to which Partner is a party or to which it is subject.

c. Partner has taken all necessary action to authorize the execution, delivery and performance of this Agreement and this Agreement constitutes the legal, valid and binding obligation of Partner.

d. All individuals executing this Agreement on behalf of Partner represent that they are authorized to execute and deliver this Agreement on behalf of that entity.

6. Exhibits. The exhibits and any other attachments specified in the Agreement are attached to and made a part of this Agreement.

7. Entire Agreement. There are no oral agreements or other commitments between NASA and Partner affecting the subject matter of this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, offers, agreements, Announcements for Proposal, and understandings, oral or written, if any, between NASA and Partner or displayed by NASA to Partner with respect to the subject matter of this Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and any other agreement between the parties, with respect to the Premises, the terms of this Agreement shall govern.

XXV. DEFINITIONS.

In addition to other terms that may be defined in this Agreement, the following terms as used in this Agreement shall have the following meanings, applicable, as appropriate, to both the singular and plural forms of the terms herein defined.

"Applicable Laws" means all Federal, state and local laws, ordinances, rules, regulations and codes, and all policy directives, procedural requirements, procedures and guidelines, and standards promulgated by NASA or NASA Kennedy Space Center from time to time in the course of NASA's general administration of, and having application to the entirety of, the Center, now existing or later adopted during the Term insofar as any thereof relate to or are required by the condition, use or occupancy of the Premises or the facilities, equipment and improvements on the Premises.

"Artifacts" means those items of historical significance identified in Exhibit A, section 3.

"Center" means the land, the buildings and other improvements known as NASA John F. Kennedy Space Center, Florida.

"Claims" means claims, actions, causes of action, suits, proceedings, demands, judgments, liens, damages (including but not limited to compensatory, punitive, special and consequential damages), penalties, fines, costs, expenses (including but not limited to reasonable attorneys' fees and costs), liabilities and losses.

"Collateral Equipment" includes fixtures, facility systems and subsystems, building-type equipment, built-in equipment, and large substantially affixed equipment of a type normally installed as a part of a construction project or facility modification project to make a facility useful and operable, and for which the removal would impair the usefulness, safety, or the environment within the facility.

"Improvements" means any addition, alteration, or other modification of any kind to the Premises or Collateral Equipment by Partner.

"Inactive Status" means that an orderly shutdown of the Premises and the facilities located thereon has been conducted in order to leave the Premises in a safe condition which requires no further active maintenance, including, (i) all utilities are secured and disconnected at the first service equipment location outside the facility, with the exception of those needed for fire protection, security, or safety, and (ii) hazardous material removal is complete.

"NASA's Related Entities" means (a) a contractor or subcontractor of NASA at any tier, (b) a user or customer of NASA at any tier, or (c) a contractor or subcontractor of a user or customer of NASA at any tier. The terms "contractor" and "subcontractor" include suppliers of any kind.

"Partner's Related Entities" means (a) any entity that is wholly – owned or substantially wholly – owned, directly or indirectly, by Partner, (b) all contractors, consultants, subcontractors and licensees of any entity described in clause (a) of this section, and (c) the employees, agents, representatives and invitees of any person or entity described in clause (b) of this section.

"Personal Property" means tangible property of any kind, including materials and supplies; but excluding real property and Collateral Equipment.

"Premises" means that certain Government property commonly known as Launch Complex 39A, and more specifically described in Exhibit A attached hereto, together with the Collateral Equipment, infrastructure, roads, streets, sidewalks, utilities, fencing, fixtures and improvements located thereon.

"Utility Systems" or "Utilities" means any of water, reclaimed water, storm water services, sanitary sewer services, electricity or other power needs, natural gas, telecommunications and data communications and any other utilities for use of the Premises and for which Partner reimburses NASA under a Support Agreement.

SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agree to the above terms and conditions. In witness whereof, the Parties have executed this Agreement as of the date last set forth below.

JOHN F KENNEDY SPACE CENTERNATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an Agency of the United States

By Robert D Cabana
Robert D. Cabana
Director, John F. Kennedy Space Center

Date: 14 APR 14

Space Exploration Technologies Corp.
1 Rocket Road, Hawthorne, CA 90250

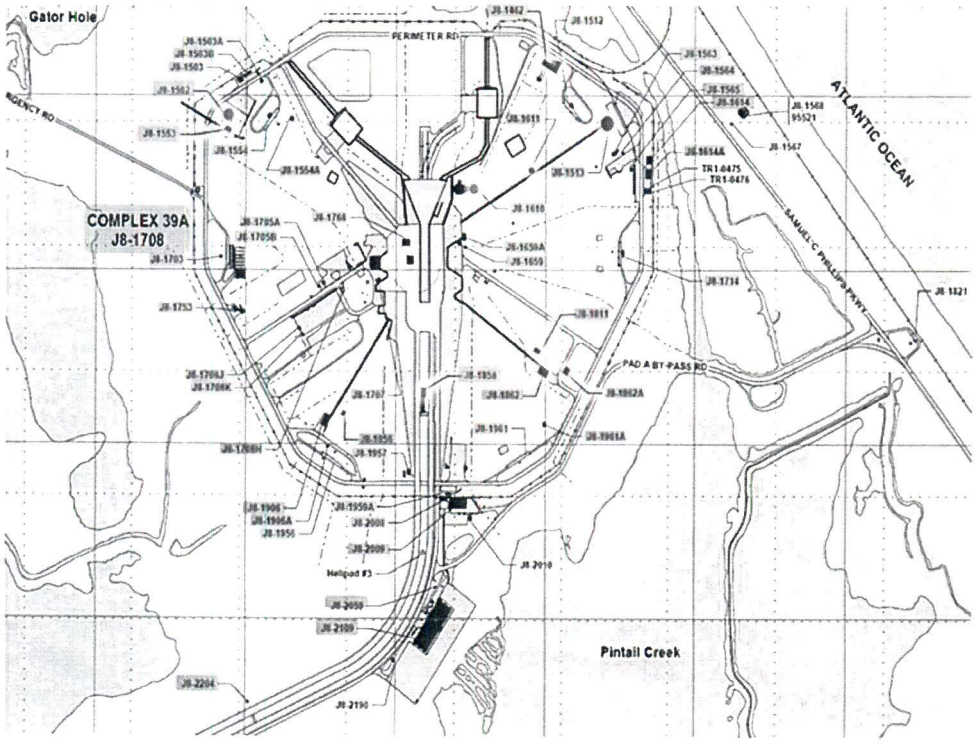
By
Gwynne Shotwell
President and Chief Operating Officer

Date: 14 april 2014

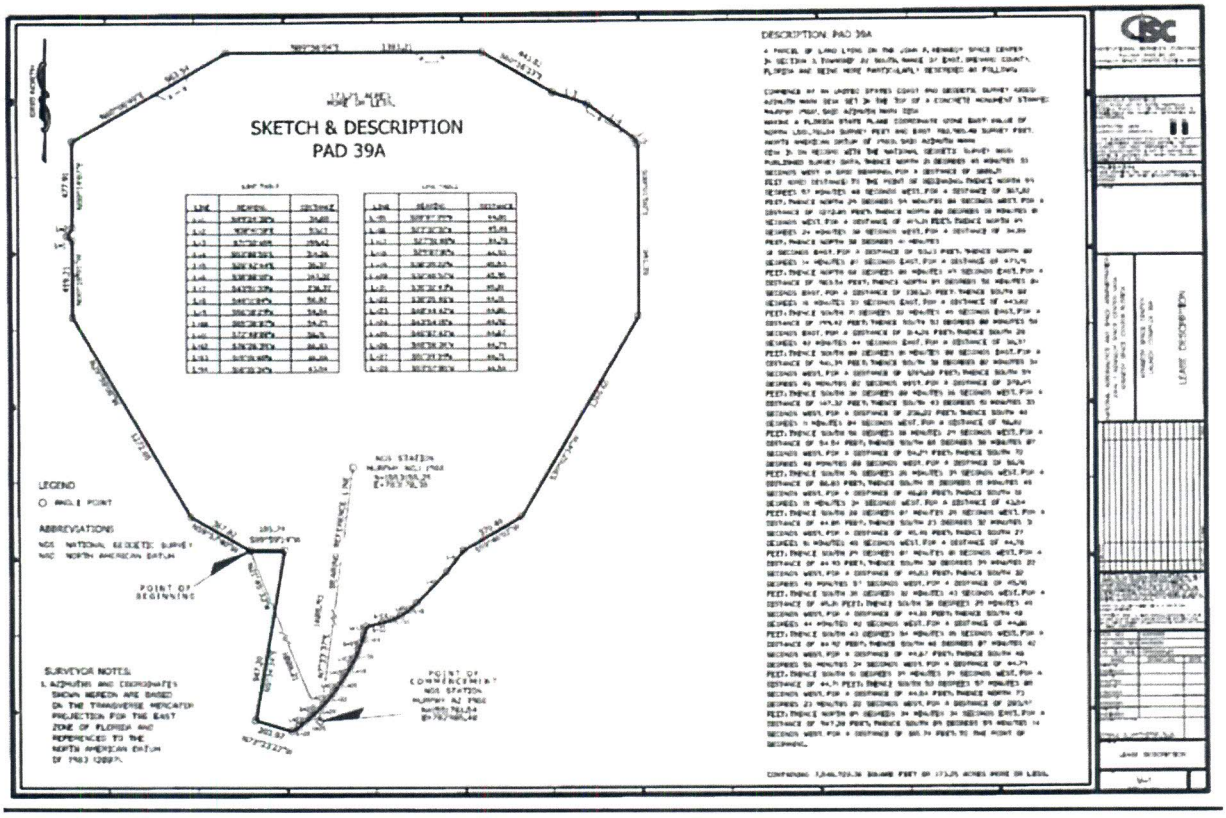
EXHIBIT A: DESCRIPTION OF THE PREMISES

1. Description of the Premises

A) Pad Overview:



Legal Descriptions



Description: LC-39A

A PARCEL OF LAND LYING ON THE JOHN F. KENNEDY SPACE CENTER IN SECTION 3, TOWNSHIP 22 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

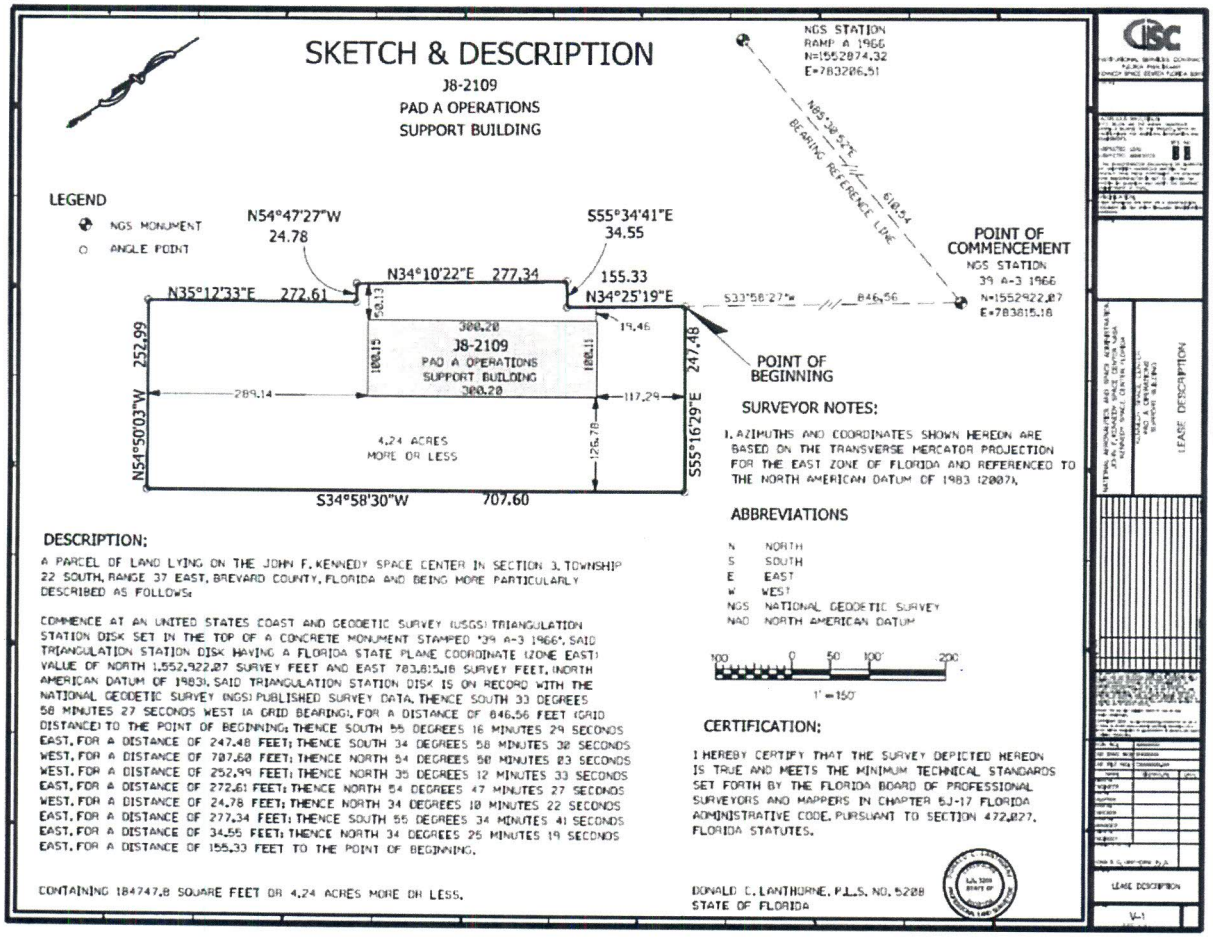
COMMENCE AT AN UNITED STATES COAST AND GEODETIC SURVEY (USGS) AZIMUTH MARK DISK SET IN THE TOP OF A CONCRETE MONUMENT STAMPED "MURPHY 1966", SAID AZIMUTH MARK DISK HAVING A FLORIDA STATE PLANE COORDINATE (ZONE EAST) VALUE OF NORTH 1,551,761.54 SURVEY FEET AND EAST 782,985.40 SURVEY FEET, (NORTH AMERICAN DATUM OF 1983), SAID AZIMUTH MARK DISK IS ON RECORD WITH THE NATIONAL GEODETIC SURVEY (NGS) PUBLISHED SURVEY DATA, THENCE NORTH 21 DEGREES 45 MINUTES 33 SECONDS WEST (A GRID BEARING), FOR A DISTANCE OF 1008.21 FEET (GRID DISTANCE) TO THE POINT OF BEGINNING; THENCE NORTH 59 DEGREES 57 MINUTES 40 SECONDS WEST, FOR A DISTANCE OF 367.82 FEET; THENCE NORTH 29 DEGREES 59 MINUTES 08 SECONDS WEST, FOR A DISTANCE OF 1272.05 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 01 SECONDS WEST, FOR A DISTANCE OF 419.21 FEET; THENCE NORTH 49 DEGREES 24 MINUTES 30 SECONDS WEST, FOR A DISTANCE OF 34.88 FEET; THENCE NORTH 30 DEGREES 41 MINUTES 10 SECONDS EAST, FOR A DISTANCE OF 53.13 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 07 SECONDS EAST, FOR A DISTANCE OF 477.91 FEET; THENCE NORTH 60 DEGREES 06 MINUTES 49 SECONDS EAST, FOR A DISTANCE OF 963.54 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 04 SECONDS EAST, FOR A DISTANCE OF 1383.21 FEET; THENCE SOUTH 60 DEGREES 16 MINUTES 33 SECONDS EAST, FOR A DISTANCE OF 443.82 FEET; THENCE SOUTH 71 DEGREES 32 MINUTES 45 SECONDS EAST, FOR A DISTANCE OF 199.42 FEET; THENCE SOUTH 53 DEGREES 00 MINUTES 58 SECONDS EAST, FOR A DISTANCE OF 314.26 FEET; THENCE SOUTH 28 DEGREES 42 MINUTES 44 SECONDS EAST, FOR A DISTANCE OF 38.37 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 941.39 FEET; THENCE SOUTH 30 DEGREES 02 MINUTES 34 SECONDS WEST, FOR A DISTANCE OF 1269.60 FEET; THENCE SOUTH 59 DEGREES 46 MINUTES 02 SECONDS WEST, FOR A DISTANCE OF 370.49 FEET; THENCE SOUTH 38 DEGREES 00 MINUTES 16 SECONDS WEST, FOR A DISTANCE OF 147.32 FEET; THENCE SOUTH 43 DEGREES 51 MINUTES 33 SECONDS WEST, FOR A DISTANCE OF 236.22 FEET; THENCE SOUTH 48 DEGREES 11 MINUTES 04 SECONDS WEST, FOR A DISTANCE OF 56.82 FEET; THENCE SOUTH 56 DEGREES 10 MINUTES 29 SECONDS WEST, FOR A DISTANCE OF 54.54 FEET; THENCE SOUTH 65 DEGREES 38 MINUTES 07 SECONDS WEST, FOR A DISTANCE OF 54.29 FEET; THENCE SOUTH 72 DEGREES 40 MINUTES 00 SECONDS WEST, FOR A DISTANCE OF 56.91 FEET; THENCE SOUTH 76 DEGREES 26 MINUTES 39 SECONDS WEST, FOR A DISTANCE OF 86.83 FEET; THENCE SOUTH 15 DEGREES 15 MINUTES 48 SECONDS WEST, FOR A DISTANCE OF 46.68 FEET; THENCE SOUTH 18 DEGREES 15 MINUTES 34 SECONDS WEST, FOR A DISTANCE OF 43.54 FEET; THENCE SOUTH 20 DEGREES 07 MINUTES 25 SECONDS WEST, FOR A DISTANCE OF 44.85 FEET; THENCE SOUTH 23 DEGREES 32 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 45.46 FEET; THENCE SOUTH 27 DEGREES 51 MINUTES 48 SECONDS WEST, FOR A DISTANCE OF

44.78 FEET; THENCE SOUTH 29 DEGREES 07 MINUTES 01 SECONDS WEST, FOR A DISTANCE OF 44.93 FEET; THENCE SOUTH 30 DEGREES 39 MINUTES 22 SECONDS WEST, FOR A DISTANCE OF 45.53 FEET; THENCE SOUTH 32 DEGREES 48 MINUTES 57 SECONDS WEST, FOR A DISTANCE OF 45.95 FEET; THENCE SOUTH 35 DEGREES 32 MINUTES 43 SECONDS WEST, FOR A DISTANCE OF 45.81 FEET; THENCE SOUTH 38 DEGREES 25 MINUTES 46 SECONDS WEST, FOR A DISTANCE OF 44.18 FEET; THENCE SOUTH 40 DEGREES 44 MINUTES 42 SECONDS WEST, FOR A DISTANCE OF 44.06 FEET; THENCE SOUTH 43 DEGREES 54 MINUTES 15 SECONDS WEST, FOR A DISTANCE OF 44.92 FEET; THENCE SOUTH 46 DEGREES 07 MINUTES 42 SECONDS WEST, FOR A DISTANCE OF 44.67 FEET; THENCE SOUTH 48 DEGREES 56 MINUTES 34 SECONDS WEST, FOR A DISTANCE OF 44.79 FEET; THENCE SOUTH 51 DEGREES 39 MINUTES 39 SECONDS WEST, FOR A DISTANCE OF 44.71 FEET; THENCE SOUTH 53 DEGREES 57 MINUTES 05 SECONDS WEST, FOR A DISTANCE OF 44.54 FEET; THENCE NORTH 73 DEGREES 23 MINUTES 22 SECONDS WEST, FOR A DISTANCE OF 203.97 FEET; THENCE NORTH 09 DEGREES 34 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 947.20 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 14 SECONDS WEST, FOR A DISTANCE OF 185.74 FEET; TO THE POINT OF BEGINNING.

CONTAINING 7,546,722.36 SQUARE FEET OR 173.25 ACRES MORE OR LESS.

TOGETHER WITH

J8-2109: PAD A OPERATIONS SUPPORT BUILDING



DESCRIPTION: PAD A OPERATIONS SUPPORT BUILDING

A PARCEL OF LAND LYING ON THE JOHN F. KENNEDY SPACE CENTER IN SECTION 3, TOWNSHIP 22 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT AN UNITED STATES COAST AND GEODETIC SURVEY (USGS) TRIANGULATION STATION DISK SET IN THE TOP OF A CONCRETE MONUMENT STAMPED "39 A-3 1966", SAID TRIANGULATION STATION DISK HAVING A FLORIDA STATE PLANE COORDINATE (ZONE EAST) VALUE OF NORTH 1,552,922.07 SURVEY FEET AND EAST 783,815.18 SURVEY FEET, (NORTH AMERICAN DATUM OF 1983), SAID TRIANGULATION STATION DISK IS ON RECORD WITH THE NATIONAL GEODETIC SURVEY (NGS) PUBLISHED SURVEY DATA, THENCE SOUTH 33 DEGREES 58 MINUTES 27 SECONDS WEST (A GRID BEARING), FOR A DISTANCE OF 846.56 FEET (GRID DISTANCE) TO THE POINT OF BEGINNING; THENCE SOUTH 55 DEGREES 16 MINUTES 29 SECONDS EAST, FOR A DISTANCE OF 247.48 FEET; THENCE SOUTH 34 DEGREES 58 MINUTES 30 SECONDS WEST, FOR A DISTANCE OF 707.60 FEET; THENCE NORTH 54 DEGREES 50 MINUTES 03 SECONDS WEST, FOR A DISTANCE OF 252.99 FEET; THENCE NORTH 35 DEGREES 12 MINUTES 33 SECONDS EAST, FOR A DISTANCE OF 272.61 FEET; THENCE NORTH 54 DEGREES 47 MINUTES 27 SECONDS WEST, FOR A DISTANCE OF 24.78 FEET; THENCE NORTH 34 DEGREES 10 MINUTES 22 SECONDS EAST, FOR A DISTANCE OF 277.34 FEET; THENCE SOUTH 55 DEGREES 34 MINUTES 41 SECONDS EAST, FOR A DISTANCE OF 34.55 FEET; THENCE NORTH 34 DEGREES 25 MINUTES 19 SECONDS EAST, FOR A DISTANCE OF 155.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 184747.8 SQUARE FEET OR 4.24 ACRES MORE OR LESS.

B): Partner Operated Property and Systems:

Bldg #	Description	KSC Baseline Identification Number
J8-1462	HIGH PRESSURE GH2 FACILITY	NA
J8-1502	LIQUID OXYGEN FACILITY**	NA
J8-1503 A/B	LOX ENGINEERING/STORAGE	NA
J8-1512	Camera Pad #1	*NA*
J8-1553	Electrical equipment bldg #2	*NA*
J8-1554	Camera Pad #6	*NA*
J8-1554A	Camera Pad #6 Meteorological Tower - 60Ft	*NA*
J8-1563	Electrical Equipment Bldg #1	*NA*
J8-1564	Foam Building (Mothballed)	*NA*
J8-1565	Pump House	*NA*
J8-1610	Sound Suppression Water Tank	*NA*
J8-1659	Compressed Air Bldg	*NA*
J8-1659A	Compressed Air Equipment Shelter	*NA*
J8-1703	Slidewire termination facility	*NA*
J8-1705A,B	Sewage lift station and equipment facility	*NA*
J8-1707	Water chiller bldg	*NA*
J8-1708	Launch Complex 39A (LC-39A) (FSS, RSS & PTCR)	*NA*
	Systems within J8-1708:	
NA	AI - AIR (PNEUMATIC COMPRESSED)	104
NA	AZ - AIR (LIFE SUPPORT)	72.11
NA	BS - BREATHING SUPPLY / STORAGE BATTERY	419.5
NA	CW - CHILLED WATER	419
NA	DC - DIRECT CURRENT	123
NA	EV - ELEVATORS	420
NA	FG - FAC GROUNDING	360.1
NA	HV - HVAC (HEAT VENT AND AIR CONDITIONING)	419
NA	KP - ELECTRONIC SECURITY SYSTEM	359.75
NA	LE - SPECIAL LIGHTING EQUIPMENT	24
NA	OX - O2 ANALYZERS	142
NA	PA - PAGING & WARNING (AREA)	359.5
NA	SC - CHEMICAL SPRINKLER SYSTEMS	360.02
NA	SY - SPRINKLER SYSTEMS	495.5
NA	UC - UTILITIES CONTROL	360.05

NA	UP - UNINTERRUPTED POWER SUPPLY (UPS)	353.06
NA	WA - WATER PUMPING AND GENERAL DISTRIBUTION	7
NA	WD - PAD WATER ACOUSTIC/QUENCH	7
NA	WI - WATER INDUSTRIAL	427
NA	AC - 60 HERTZ*	353.2
NA	FA - FIRE ALARM*	355
NA	GH - GASEOUS HYDROGEN (GH2)	3
NA	GN - GASEOUS NITROGEN (GN2)*	1
NA	GO - GASEOUS OXYGEN (GO2)	3
NA	HE - GASEOUS HELIUM (GHE)*	2
NA	SS – SANITARY AND SEWAGE DISPOSAL*	560.65
NA	WF - WATER FIREX*	495.5
NA	WP - WATER POTABLE*	427.01
J8-1714	Camera Pad #2	*NA*
J8-1753	Remote air intake bldg	*NA*
J8-1768	Environmental Control and Life Support Systems	*NA*
J8-1811	Electrical Equipment Bldg #3	*NA*
J8-1856	Electrical Equipment Bldg #4	*NA*
J8-1858	Azimuth Alignment Station (Mothballed)	*NA*
J8-1862	Hypergolic Oxidizer Facility	*NA*
J8-1862A	Storage Bldg Hypergol Oxidizer	*NA*
J8-1906	Hypergol Fuel Facility	*NA*
J8-1906A	Storage Building Hypergol Fuel	*NA*
J8-1956	Camera Pad #4	*NA*
J8-1957	Switch Shelter	*NA*
J8-1959A	Rain Shelter (Gate)	*NA*
J8-1961	Camera Pad #3	*NA*
J8-1961A	Camera Pad #3 Meteorological Tower - 60Ft	*NA*
J8-2008	LC-39A Gate House	*NA*
J8-2009	LC-39A Logistics Facility	*NA*
J8-2109	LC-39A Operations Support Building	*NA*

*Per Demarcation Points defined in Exhibit E

**NASA will provide Partner with necessary information regarding thermal cycling and pressure vessel certification.

2. NASA Reserved Property:

Bldg #	Description	KSC Baseline Identification Number
J8-1513	LIQUID HYDROGEN FACILITY	*NA*
J8-1611	FLARE STACK	*NA*
J8-1614/J8-1614A	LH2 ENGINEERING/OPERATIONS BLDGS	*NA*
NA	REMEDIATION INFRASTRUCTURE	*NA*
NA	LOX WELL	*NA*
NA	ENVIRONMENTAL MONITORING WELLS	*NA*
	Systems within J8-1708	
NA	AC - 60 HERTZ*	353.2
NA	FA - FIRE ALARM*	355
NA	GN - GASEOUS NITROGEN (GN2)*	1
NA	HE - GASEOUS HELIUM (GHE)*	2
NA	SS – SANITARY AND SEWAGE DISPOSAL*	560.65
NA	WF - WATER FIREX*	495.5
NA	WP - WATER POTABLE*	427.01

*Per Demarcation Points defined in Exhibit E

3. NASA Artifacts

The following is a listing of identified Artifacts listed on the National Register as a Historic District that cannot be damaged or modified during the term of this Agreement:

- Beanie Cap attached to the Gaseous Oxygen Vent Arm; and
- Rubber Room and Blast Room within J8-1708/Emergency Egress Bunker

Any proposed removal of Artifacts by Partner, at Partner's expense, shall be in accordance with Exhibit F.

EXHIBIT B: KSC RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Avoid Verbal Orders

TO: AD-A/Andrew Knutson **DATE:** 1/16/2014

FROM: TA-A4C/Environmental Management Branch

SUBJECT KSC Record of Environmental Consideration (REC) **REC #:** 9216

1. PROJECT INFORMATION

Project Title: CSLA Agreement for SpaceX Use of LC 39A

Project Lead: Andrew Knutson, AD-A, 861-5648 **Directorate Project No.:** KCA-4360 REV BASIC

Project Description CSLA Agreement for Launch Complex 39A (LC 39A) to SpaceX

This CSLA Agreement between the National Aeronautics and Space Administration (hereinafter referred to as "NASA" or "Agency") and Space Exploration Technologies (hereinafter referred to as "SpaceX"), facilitates Agency support to the SpaceX commercial launch service programs with the provision of access to Launch Complex (LC) 39A and surrounding land on the Kennedy Space Center (hereinafter "KSC"), in Florida.

These facilities (multiple facilities within LC 39A) are made available to SpaceX for its use, on a noninterference basis with NASA operations and mission requirements and previous Agency or KSC commitments or launch operations. LC 39A will be offered on a direct cost basis. Any determination, by NASA, that use of the Properties by SpaceX will interfere with its ongoing or projected launch operations will be deemed conclusive and not subject to judicial review or appeal.

EPB Reviewer: LPH **Facility No.:** J8-1708/MULTIPLE FACILITIES WITHIN LC39A

2. NEPA DETERMINATIONS

- ☑ a. Categorical Exclusions per 14 CFR Part 1216.304(d
- ☐ b. Environmental Assessment (EA) Required
- ☐ c. Environmental Impact Statement (EIS) Required
- ☐ d. Existing FONSI or ROD
- ☐ e. Centerwide EIS
- ☐ f. AF Project on KSC/813
- ☐ g. NASA Project on CCAFS/813

3. ENVIRONMENTAL REQUIREMENTS

a. Non-Permit Requirements	☑ YES	☐ NO
b. Permit Requirements	☑ YES	☐ NO

Avoid Verbal Orders

TO: AD-A/Andrew Knutson **DATE: 1/16/2014**

FROM: TA-A4C/Environmental Management Branch

SUBJECT KSC Record of Environmental Consideration (REC) **REC #: 9216**

**********ORIGINAL REC ISSUED 8/7/2012**********

********UPDATED REC 1/14/2014 EA status, changed title, added J8-2009 (Pad A Logistics Facility) and J8-2109 (Pad A Operations Support Building), revised SWMU/PRL info, industrial wastewater, dewatering, air emissions, historic property, SPCC statements; added active hazardous waste site, OSTDS, and T&E species**********

2.a.1. CATEGORICAL EXCLUSION (CATEX): This project is categorically excluded (CATEX) from further NEPA review as defined in 14 CFR 1216.304(d)(4)(ii) Granting or acceptance of easements, leases, licenses, rights-of-entry, and permits to use NASA-controlled property, or any other real property, for activities which, if conducted by NASA, would be categorically excluded in accordance with this section. This assumes that NASA has included any required notices in transfer documentation and any terms and conditions necessary to ensure protection of the environment, as applicable (Record of Environmental Consideration (REC) required).
An Environmental Assessment (EA) has been developed for Multi-Use Launch Operations at Pads 39A and 39B and will cover the future use of LC 39A for space related activities. For additional information, please contact Don Dankert of the NASA Environmental Management Branch (TA-A4C, 321-861-1196).

3.a.1. SOLID WASTE MANAGEMENT UNIT (SWMU): Facilities located within the perimeter fence of LC39A are within the boundary of SWMU #008 (Launch Complex 39A) which has been assessed by the Remediation Group of the Environmental Assurance Branch (Remediation Project Manager Mike Deliz, 321-867-6971, TA-A4B). Historical pad operations have impacted soil and groundwater within the fence-line of LC39A. Forty-three areas of soil contamination have been identified and are detailed in the *Baseline Re-Assessment of Soil and Groundwater Investigation Report*, dated December 2012 and additionally depicted within the *Interim Land Use Control Implementation Plan (ILUCIP) for LC39A*, dated December 18, 2012. Soils and/or swale soils within these forty-three areas must remain within the shape of their respective numbered polygon until the soils are excavated and properly disposed. Chlorinated Volatile Organic Compound (CVOC) groundwater contamination has been delineated in two areas within the Pad perimeter and their location is depicted within the ILUCIP and detailed in the *Baseline Re-Assessment of Soil and Groundwater Investigation Report*, dated December 2012. An air sparge groundwater interim measure has been designed and is planned to be implemented to clean up this CVOC impacted groundwater. If dewatering activities are planned within these areas of CVOC contamination, the groundwater must be containerized, tested for CVOCs, and determined to be contaminant free before it can be allowed to be discharged to grade. The ILUCIP is attached for reference. Projects or activities at LC 39A requiring excavation or dewatering must be reviewed for contamination related issues and requirements. Please contact the Remediation Project Manager listed above with any questions or for copies of the referenced reports.

The Pad A Gate House (J8-2008), Pad A Logistics Facility (J8-2009), and the Pad A Operations Support Building (J8-2109) are within the area designated as Potential Release Location (PRL) #175 (LC-39A Operations Support Building) currently under confirmatory sampling status. A PRL designation means a site has had historical operations which had the potential to impact the environment and is being investigated by the Remediation Group of the NASA Environmental Assurance Branch. This area is under confirmatory sampling status; however there are no known contamination concerns. The project may proceed with the understanding that all personnel should be alert for signs of contamination (abrupt changes in soil colors, odors, etc.). If any indications of contamination are observed, please halt all work and immediately contact the NASA Remediation Project Manager (Dinh Vo, TA-A4B, 321-867-5964).

3.a.2. HAZARDOUS/NON-HAZARDOUS WASTE: All hazardous waste and non-hazardous wastes generated during proposed project activity must be properly managed by SpaceX in full regulatory compliance. Hazardous wastes generated by this activity must be manifested, shipped, and disposed of under the SpaceX Environmental Protection Agency (EPA) identification number. SpaceX shall maintain copies of waste management records and manifests onsite and make them available for review by NASA upon request. The SpaceX organization is responsible for any spills, releases, or other environmental contamination that occurs as a result of the proposed activities.

There is one active waste site at LC 39A:
J8-1659/Pad A FIREX T-3 West Side, Controlled/Industrial wastewater (ISC)

The former USA hazardous waste locations (90-Day, SAA, Controlled and Universal, Non-reg) listed below have been closed:

J8-1503/LOX Compressor, Non-reg/Compressor condensate (Transferred to ISC 7/23/2011)
J8-1614/H2 Compressor, Non-reg/Compressor condensate (Transferred to ISC 7/23/2011)
J8-1659/Pneumatics Compressor, Controlled (Inspected by MESC 7/26/2011)
J8-1659/Pad A Condensate, Non-reg/Compressor condensate (Transferred to ISC 7/23/2011, Closed by ISC 9/3/2013)
J8-1708/PCTR Room 213, SAA (2/2011)
J8-1708J/Pad A Waste Conex, 90-day (3/20/2012)

Avoid Verbal Orders

TO: AD-A/Andrew Knutson **DATE:** 1/16/2014

FROM: TA-A4C/Environmental Management Branch

SUBJECT KSC Record of Environmental Consideration (REC) **REC #:** 9216

J8-1862/Pad A Oxidizer Pad, 90-day (3/20/2012)
J8-1906/Pad A Fuel Pad, 90-day (3/20/2012)
J8-2109/Pad A OSB Room 1113/Non-routine aerosol cans only, SAA (6/2009)
J8-2109/Pad A Support Building Conex, SAA (2/2011)

A former TOSC waste site has been closed:
J8-1708 Pad A ECS Room, Controlled/Used oil, rags, wipes (Closed 1/17/2014)

3.a.3. HAZARDOUS AND CONTROLLED WASTE (ASBESTOS CONTAINING MATERIAL): Asbestos is a regulated substance that was incorporated into many building products and most commonly found in floor tiles, roofing materials, caulking compounds, and insulation media. If asbestos will be disturbed, regulations from 62-257 F.A.C. must be followed. If less than 260 linear feet, or less than 160 square feet of regulated asbestos containing material (RACM) is to be removed, there are no fee or reporting requirements to the Florida Department of Environmental Protection (FDEP), unless there is demolition of any load-supporting structural member. If the removal trips these thresholds, or is greater than 1 cubic meter, or 35 cubic feet, regulations require notification to FDEP. The "Notice of Asbestos Renovation or Demolition" (DEP Form Number 62-257.900(1)) can be found on the FDEP website under "Asbestos Notification" at: http://www.dep.state.fl.us/air/forms.htm.
NOTE: Friable asbestos/RACM is not authorized for disposal at the KSC Landfill.

3.a.4. SPILLS: A review of the Pollution Incident Report database revealed the following releases at or near the subject facilities:

*09-27-1989 NE corner Complex 39A parking lot/unknown quantity gasoline
*11-17-1989 LC39A Fuel Farm/2 gal methyl hydrazine
*11-24-1989 LC39A/ unknown quantity nitrogen tetroxide
*02-05-1990 LC39A Fuel Farm/~0.5 gal
*06-22-1990 Pad A parking lot outside perimeter fence/unknown quantity Carboline
*10-04-2000 J7-1388 Pad B Pump Station, FireX Day Tank Area/10-15 gal diesel fuel
*11-28-2000 J8-1705 STP-5/150 gal treated domestic wastewater
*09-21-2001 LC-39 Pad Scape Base Project/134,400 gal groundwater to OFW
*04-09-2002 Pad A/unknown amount N2O4
*08-19-2002 J7-1388 Pad B Pump Station, Day Tank Engine One/<1 gal diesel fuel
*09-13-2002 Pad A near slide wire baskets/<1 qt diesel
*08-27-2003 Comm manhole 363 on Crawlerway just outside Pad A perimeter/8 gal hydraulic fluid
*10-17-2003 Several areas along Crawlerway (each 18"x24"x6" deep)/3 gal diesel fuel
*09-13-2004 J7-1388 5000 gal fuel tank/<50 ml diesel fuel
*05-01-2006 Perimeter Road inside Pad A fence/2 gal diesel fuel
*08-19-2006 J7-1339 asphalt parking lot/1 gal engine coolant
*05-30-2007 J8-1703 Slide wire bunker/0.25 gal motor oil
*05-03-2008 MLP 3 "0" level at Pad A/1 gal diesel fuel
*05-31-2008 Pad A flame trench/10-13 lbs. (100 ft. 3/4" gap filler containing 70% chrysotile asbestos)
*09-09-2008 J8-1908 Pad A gate area/1 gal diesel fuel
*09-27-2008 Pad A Bypass Rd./0.5 gal hydraulic oil
*07-20-2009 Road up to Pad A surface/2-5 gal ISO 68 petroleum based hydraulic fluid
*07-23-2009 Pad A MLP-3 Ground Coolant System/429 lbs. R-124
*10-26-2009 Pad A near water tower/2-3 gal hydraulic oil, ISO 68
*12-03-2009 Pad A flame trench/unknown quantity hydroblast water
*01-19-2010 J7-1388 inside Pad B Pump Station/1-2 qt ISO 68 petroleum based hydraulic fluid
*01-27-2010 Crawlerway near pad surface/1 gal ISO 68 petroleum based hydraulic fluid
*05-24-2010 J8-1862/4 oz. citric acid scrubber liquid from fuel scrubber system
*05-25-2010 LOX Sphere/<1 qt hydraulic fluid
*06-30-2010 SRB Flame Trench/1.5 qts hydraulic fluid
*08-05-2010 East side of Pad A surface/<1 qt hydraulic fluid
*11-30-2010 East side of Pad A surface/1 qt ISO 68 petroleum based hydraulic fluid
*02-01-2011 Oxidizer Farm/0.57 lbs. N2O4
*06-10-2011 Pad A east side apron/5 gal oil
*09-16-2011 J8-1659/ 2 gal water from compressed air condensate
*12-21-2011 ESC Cooling Tower west side of PTCR/200 gal water containing algae inhibitor(s)
*01-06-2012 J8-1708 PTCR Room 106/100 gal chilled water

Avoid Verbal Orders

TO: AD-A/Andrew Knutson **DATE:** 1/16/2014

FROM: TA-A4C/Environmental Management Branch

SUBJECT KSC Record of Environmental Consideration (REC) **REC #:** 9216

NOTE: Also see attached spill history from LC39A Planning Environmental Condition Assessment (PECA) prepared by USA, dated September 26, 2011.

3.a.5. HAZARDOUS AND CONTROLLED WASTE (POLYCHLORINATED BIPHENYLS): There is a potential to encounter PCB contaminated materials/waste (ballasts, transformer oils, caulking, paint coatings, etc.) at LC 39A facilities. In addition to paint, window caulking and electrical equipment, transformer concrete pads and other surrounding materials may contain PCB contamination. PCB materials shall be removed, managed, and disposed in accordance with 40 CFR Part 761.

3.a.6. PAINT DISTURBANCE/REMOVAL: Any future project involving disturbance/removal of paint coatings at this facility has the potential to encounter the 8 RCRA hazardous metals (Ag, As, Ba, Cd, Cr, Hg, Pb, and Se) and PCBs. Materials with coatings which contain heavy metals or PCBs must be managed and disposed in accordance with OSHA standards and hazardous waste regulations.

Disposal of painted materials: Painted construction and demolition waste items will be accepted at the KSC Class III Landfill without PCB or TCLP analysis but must be managed according to PCB bulk product waste storage regulations in 40 CFR Part 761 until disposal in the landfill. This includes covering the materials and storing them on an impermeable surface for protection against precipitation and prevention of soil contamination. Guidelines for disposal of items at the KSC Class III Landfill are outlined in Kennedy NASA Procedural Requirements (KNPR 8500.1, Chapter 14). Contact Rodney Brown (TA-A4B, 321-867-9081) for the current version of these requirements.

3.a.7. HAZARDOUS AND CONTROLLED WASTE (PAINT): This project may involve the application of paint coatings. All practical precautions must be taken to eliminate the possibility of a release of material or waste into the environment (primers/paints) from the paint surface preparation and painting operation. Paint chips, rust, debris, blast media, wastewater, etc. generated during preparation of surfaces will be contained and disposed of according to waste management guidelines given above in item 3.a.2.

3.a.8. STORAGE TANKS: The NASA Environmental Assurance Branch (TA-A4B) considers SpaceX to be the responsible party to ensure regulatory compliance associated with the proposed installation of the RP-1 storage tank system. Due to the size of the tank it will be required to be registered with the State of Florida in accordance with the requirements of Florida Administrative Code 62-762. The Florida Department of Environmental Protection (FDEP) has contracted the responsibility to ensure registered storage tank compliance in Brevard County to Brevard County Natural Resource Management Department (BCNRMD).

3.a.9. SPILL PREVENTION, CONTROL, AND COUNTERMEASURES (SPCC) PLAN: Owners or operators of a facility that produces, stores, or consumes oil or petroleum products in amounts of 1,320 gallons or greater, and could potentially discharge oil in quantities that may be harmful, are required by the U. S. Environmental Protection Agency to prepare a spill prevention, control, and countermeasures (SPCC) plan. An SPCC plan documents the procedures for the prevention, response, control, and reporting of spills of oil to navigable waters or adjoining shoreline. This plan serves as a guide for personnel and organizations responsible for ensuring that all measures are taken to prevent and contain spills and leaks of oil in accordance with Chapter 40, Code of Federal Regulations (CFR) Part 112. Fuel transfers from the storage tank to mobile refuelers would also require spill prevention procedures and countermeasures, such as spill kits, to be available during fuel transfers. In most cases, a professional engineer is required to prepare and/or amend an SPCC plan.

The oil-filled hydraulic tanks below are currently listed in the NASA Site-Specific SPCC Plan for LC39A, Facility J8-1708:

*J8-1708-2, 165 gal steel tank (elevator, Hydro-2) containing hydraulic oil, ISC
*J8-1708-3, 165 gal steel tank (elevator, Hydro-3) containing hydraulic oil, ISC

NASA will remove these sites from the NASA SPCC Plan upon signature of agreement with SpaceX.

3.a.10. HISTORIC PROPERTY: Launch Complex 39A is listed as a Historic District in the National Register of Historic Places (NRHP) under the context of the Apollo Program and eligible under the Space Shuttle Program (SSP). The pad itself is considered individually eligible for listing on the NRHP. Consultation with the Florida State Historic Preservation Officer (FL SHPO) was completed on May 10, 2013. The FL SHPO concurred that the undertaking would constitute an adverse effect on the Complex in accordance with KCA-4185, Programmatic Agreement (PA) among NASA KSC, FL SHPO, and the Advisory Council on Historic Preservation, dated May 2009 (reference Stipulation II.C.1, 2, and 6 of the PA). Prior to any modification, removal, or demolition activities, or excess of facilities and or contributing resources to those facilities that are noted as listed or eligible historic properties, the Environmental Management Branch must be

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notified to allow sufficient time to complete specified mitigation measures (i.e., removal of artifacts) per KCA-4185. Contact the KSC HPO, Barbara Naylor (321-867-8452, TA-A4C) or Nancy English (321-867-6987, TA-A4C) for a list of specific facilities and their historic determinations.

The Pad A Logistics Facility (J8-2009) and the Pad A Operations Support Building (J8-2109) were evaluated and determined not to be historically significant.

3.a.11. EXTERIOR LIGHTING: The installation/modification and use of any lighting that is visible from the exterior of a facility or structure must be in compliance with the requirements in the KSC Exterior Lighting Guidelines, the light management plan, and requirements of the US Fish and Wildlife Service Biological Opinion for KSC regarding dark skies and artificial lighting. Development of a lighting plan that meets these criteria is required for any new structures or facilities. These requirements can be found on the Environmental Management Branch website at: http://environmental.ksc.nasa.gov/projects/documents/ExteriorLighting.pdf. Although safety and hazardous operations can receive a waiver that allows for non-compliant lighting, a plan is still required. Please contact Lynne Phillips, NASA Environmental Management Branch (TA-A4C) at 321-867-4817 for additional information, and for guidance on development of a light management plan or for a copy of the referenced documents.

3.a.12. THREATENED AND ENDANGERED SPECIES: Operations and future development at LC 39A have the potential to impact protected and/or threatened and endangered wildlife species. Measures must be taken to minimize impacts to the wildlife and their habitat. If indications of activity by any protected species are present in the project area, possible impacts must be evaluated, and in the case of the gopher tortoise, the burrows must be identified and avoided if possible. If identified burrows are within the area of construction, relocation of animal in question will be required. Relocation of gopher tortoises requires a Florida Fish and Wildlife Conservaton Commission permit. Additional information on gopher tortoise permits can be found at http://myfwc.com/license/wildlife/gopher-tortoise-permits/.

Threatened Least Terns and Black Skimmers (Species of Special Concern) have been known to nest on rooftops. Nesting season occurs from late April through mid-August. These birds do not construct typical nests but deposit their eggs in the existing contours, cracks, and seams of the roof structures, making identification of eggs and chicks very difficult. Preventative measures can be taken to discourage nesting before it happens. If nesting occurs and eggs or chicks are present, the work will have to be delayed until the chicks have fledged. All routine maintenance work should be scheduled outside the nesting season.

Lighting, electrical, and communication structures on KSC have consistently been used by nesting birds such as ospreys. Because of the ospreys' protection under Federal and State laws, disturbance of these nests while occupied with eggs and fledglings is illegal. Other birds may use wooden towers for nesting, which may not be evident from the ground. If any wooden poles are to be removed or refurbished, they must be inspected for nests and eggs or fledglings.

3.b.1. CONSUMPTIVE USE PERMIT: An artesian well at LOX Storage Area (J8-1502) supplies water to the LOX vaporizer and is regulated by Consumptive Use Permit #50054 issued to NASA by the St. Johns River Water Management District. Monthly reporting to NASA is required for use of this well.

3.b.2. INDUSTRIAL WASTEWATER: NASA previously held a National Pollutant Discharge Elimination System (NPDES) Industrial Wastewater Facility Operating Permit #05-FLA010307 which regulated treatment and disposal of wastewater generated by sound suppression water, Firex water, SRB exhaust, and post-launch wash down during launches at Launch Complex 39A. The permit was surrendered in September 2012. The infrastructure remains (treatment basins, percolation ponds, monitoring wells, etc.). If deluge/sound suppression water will be generated, SpaceX will need to develop a strategy for treatment and disposal which may involve obtaining an industrial wastewater permit in their name. Only rainwater collected in this system may be disposed of without permit.

Discharge of non-domestic wastewater into the sanitary sewer system will require written discharge approval from both the KSC domestic wastewater collection/transmission system operator and the Cape Canaveral Air Force Station domestic wastewater treatment plant operator.

3.b.3. ENVIRONMENTAL RESOURCE PERMIT (ERP) STORMWATER: The following existing ERP stormwater permits issued by the St. Johns River Water Management District (SJRWMD), for facilities included in this checklist, will be transferred to SpaceX:

J8-2009 Pad A Operations Building Parking Lot (42-009-1319NG)
J8-2009 Pad A SCAPE Area (40-009-0564G-ERP)
J8-2109 LC-39A Pad Support Building (40-009-81270-1)

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3.b.4. WATER RESOURCE PERMITTING (Potable Water/Domestic Wastewater): Proposed activities may require a permit for the alteration or installation of utilities to transport of potable and/or domestic wastewater. Any work done will be per standards and criteria set forth in the permit requirements, and not jeopardize the health and safety of personnel due to effects of the construction/modification on the KSC potable water system (i.e. backflow preventers will be installed as required per KSC-STD-Z-0013 and standard engineering practice; disinfection and verification prior to use). The organization responsible for the work will ensure that best engineering practices, codes, specifications and standards are followed. Pressure and leak tests as well as disinfection are also required. SpaceX shall obtain all required environmental permits, prepare applications, and pay application fees. The NASA EAB will sign permit applications as land owner or utility system owner if legally required. SpaceX shall forward courtesy copies of applications and regulatory agency approvals to the EAB.

Two On Site Treatment and Disposal Systems (OSTDS or septic tanks) exist in conjunction with facilities J8-1503 and J8-1614. These systems are used for disposal of domestic wastewater only. Disposal of industrial wastewater, or modification, replacement or removal of these systems will require permitting by FDEP and/or Brevard County Department of Health.

3.b.5. DEWATERING: Dewatering may be conducted without a permit if it is discharged to grade and allowed to percolate into the ground. Otherwise, SpaceX must obtain a Noticed General Permit for Short Term Construction Dewatering in accordance with FAC 40C-22. Contact Doug Durham (321-867-8429) for assistance if required. NOTE: See item 3.a.1 for special requirements for dewatering in SWMU #008.

3.b.6. AIR EMISSIONS: NASA currently holds a facility-wide Title V Air Operation Permit for KSC issued by the Florida Department of Environmental Protection (FDEP). The permit covers air emissions from dozens of significant/regulated sources and hundreds of insignificant sources across KSC to comply with Federal Clean Air Act and State of Florida regulations. SpaceX shall contact the NASA Environmental Assurance Branch (EAB) for applicable air permitting and compliance requirements prior to the construction, modification, transfer, activation, or initiation of any new or existing air emission source or activity. NASA is working with the FDEP to establish air permitting strategies for commercial tenants operating at KSC. SpaceX shall participate in collaboration meetings with the NASA EAB and/or the FDEP to discuss applicable air emissions permitting and compliance requirements for SpaceX activities at LC 39A.

Currently, there are no regulated air emissions sources/activities at LC 39A listed in KSC Title V Air Operation Permit. A former hypergol fuel scrubber (J8-1906) and a former hypergol oxidizer scrubber (J8-1862) at LC 39A used to be listed as regulated emission sources on the KSC Title V Air Operation Permit under Emission Unit 089. These emission sources have been removed from LC 39A and the KSC Title V Air Operation Permit.

There are insignificant air emission units/activities (such as a flare stack and general facility maintenance activities) at LC 39A covered under the Insignificant Air Emissions Units and/or Activities List of the KSC Title V Air Operating Permit.

Contact Christine Vanaman at 867-3586 if you have questions about air permitting.

3.b.7. TRANSFORMERS/GENERATORS: The temporary operation of portable generators during construction is allowed and is not considered a stationary source of air emissions. New generators proposed for permanent use at the facility, and associated air emissions must be reviewed for determination of construction permit and RICE (Reciprocating Internal Combustion Engine) NESHAP (National Emission Standards for Hazardous Air Pollutants) requirements. If a new transformer or generator using a volume of oil equal to or greater than 55 gallons is to be installed, it is subject to SPCC rules.

3.b.8. RADIATION: The source of the radiation, including lasers and x-ray machines, must be evaluated for possible hazards and a use authorization or exemption will be issued. Use of ionizing or nonionizing radiation sources must be in compliance with KNPR 1860.1 and KNPR 1860.2 and coordinated with Industrial Health via the NASA Technical Point of Contact.

No other environmental issues were identified based upon the information provided in the KSC Environmental Checklist. This Record of Environmental Consideration (REC) does not relinquish the project lead from obtaining and complying with any other internal NASA permits or directives necessary to ensure all organizations potentially impacted by this project are notified and concur with the proposed project.

Due to potential changes in regulations, permit requirements and environmental conditions, statements in this REC are valid for 6 months, and subject to review after this period. It is the responsibility of the project lead to notify the

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Environmental Management Branch (TA-A4C) if the scope of the project has changed since the original checklist was submitted.

cc: A. Knutson/AD-B
N. Potts/AD-A
J. Shaffer/TA-A4C
C. Vanaman/IHA-200
B. Naylor/TA-A4C
N. English/TA-A4C
***** Approved 1/21/2014 3:42:40 PM, Dankert, Don ***** ***** Deapproved 1/24/2014 8:43:59 AM, DJD *****

4 **Upon evaluation of the subject project, the above determinations have been made and identified. Contact the Environmental Management Branch (TA-A4C) at 861-1196 for re-evaluation should there be any modifications to the scope of work.**

Don Dankert **1/24/2014 8:44:12 AM**

Date

Note: The Interim Land Use Control Implementation Plan and spill history attachments referenced above have been provided to Partner by NASA.

EXHIBIT C: STORMWATER PERMIT DIAGRAM

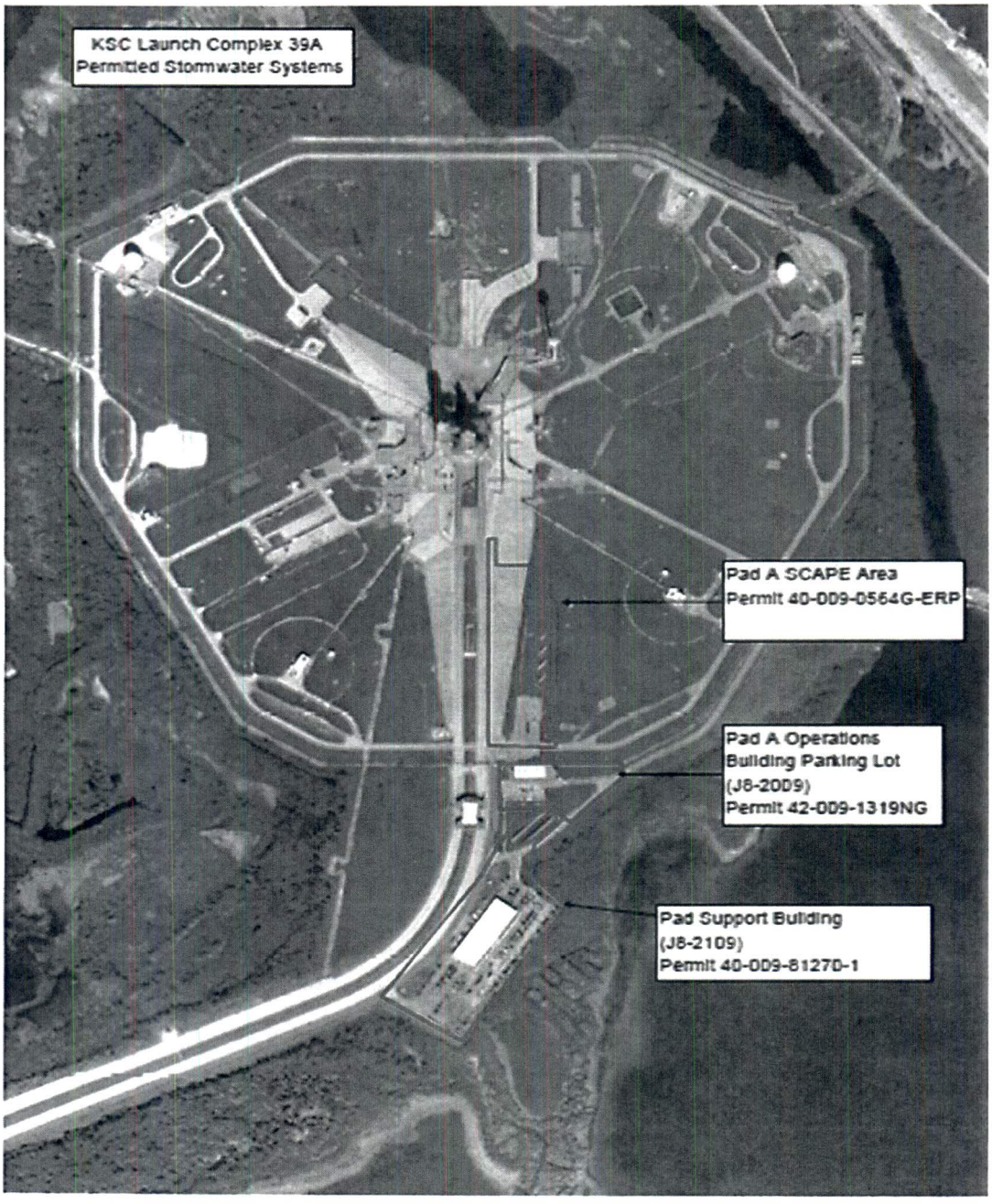


EXHIBIT D: Commercial Aerospace 1509 Template

Commercial Aerospace 1509 Template
Information Template for Proposed Facility Modifications Requiring NASA Approval

Date:
Location: Kennedy Space Center, Florida
Agreement # KCA-_____
Facility Number / Name: _____
Project Title: _____
Scope / Description:
Provide full description of any proposed construction, alteration, or repair work. Include full description of any proposed demolition work, including specific facilities, structures, facility systems, or collateral equipment to be removed.

Justification:

Technical Point of Contact:
Schedule Dates:
Design Phase
Construction Phase
Summary of Estimated Costs:
Design:
Construction:
Demolition:

EXHIBIT E: LC-39A DEMARCATION POINTS

Critical Demarcation Points

Partner is responsible for the below demarcation points and all downstream equipment.

High Pressure Gas Systems

- Gaseous Nitrogen (GN2) (Dwg: 79K06000): Outlet side of valves A2718 (sheet 4, zone C5) and A2735 (sheet 4, zone D1): GN2 pressure vessels and associated piping is located in the High Pressure Gas Storage Battery under the pad will remain under NASA control due to dependencies outside the pad. The demarcation points are the outlet isolation valve (on the south wall of the storage battery) to the line supplying the Fixed Service Structure (FSS) (via the cross-pad tunnel), and the Mobile Launch Platform (MLP) supply line isolation valve (in the northwest corner of the storage battery). Additionally, there is a 5600 psi/3000 psi letdown station which supplies the liquid hydrogen (LH2) area, the liquid oxygen (LOX) area, and the gaseous hydrogen (GH2) area. The letdown station in the storage battery and all of its downstream piping will remain under NASA control.

- Gaseous Helium (GHe): (Dwg: 79K06001) Outlet side of valves A5114 and A5115 (sheet 1, zone 4A): GHe pressure vessels and associated piping in the High Pressure Gas Storage Battery will remain under NASA control due to dependencies outside the pad. The demarcation points with Partner are the outlet isolation valve to the line supplying the FSS and the MLP supply line isolation valve (both of these valves are located in the northwest corner of the storage battery).

Low Pressure Gas System

- Low Pressure (150 psig) GN2 (Dwg: 79K06000): Interface points to be the same as the prior JBOSC/SFOC Interfaces (sheet 3, zones 3D, 3E, 3F) The Low Pressure Gaseous Nitrogen (LPGN2) System supplies 150 psig GN2 to Pad A through an above-ground 14" line. During the Shuttle era this was used to supply extremely high flow purge gas to the vehicle. The 14" cross country line is to remain under NASA control. The system will transition to Partner's control at three locations on the west side of the pad, where the line transitions from the 14" diameter to 4" diameter supply lines which feed the ECS Room, the MLP Interface (through Side 2), and the FSS.

Facility Systems

- Medium Voltage Power: (Dwg: 39K6150001) (The demarcation point is the load side of the secondary bushing of the MV 13.8KV/480V transformers sheet 14.) The medium voltage distribution system will remain under NASA control, to the defined demarcation point, due to dependencies outside the pad. Note: this would mean KSC also keeps MV Switch Station 902 at LC39A, and all feeders from SS900 to SS902 and feeders from SS902 to the 18 MV transformers mentioned above.
    - KSC will install a meter at Switch Station 900 at the Mobile Service Structure Parksite (K7-0188B) (feeders 6060, 612, and 518) and abandon the use of the current downstream meters, so communications and KCCS at LC39A can (will) be eliminated.
    - Pad A Ops Building – J8-2109 (sheet 12 zone C7) – Demarcation Point is the secondary bushing of the medium voltage transformer 13.8KV/480V substation 1157, which is located outside the ops building.

- Firex Water: (Dwg: 79K06011) The Firex water distribution system inside the PAD A fence will remain under NASA control, to the defined demarcation point, due to dependencies outside the pad. The demarcation point is the downstream side of LC39A isolation valve A526527 V-400 (79K06011sheet 2) located north of the Remote Air Intake Building J8-1753.

- Potable and Non-potable Water: (Dwg: 79K38699 and 79K38877) The demarcation point is the downstream side Potable 3" new valve NV-86-3 (79K38699 Sheet 31) and Non-potable 10" new valve NV-563-10 (79K38877 Sheets 106 & 158). The potable water inside the Pad A fence comes

from the fire suppression system and should not be used for washing, drinking, or emergency shower and eye wash stations. For building J8-2009 Potable water the demarcation point is the downstream side of backflow preventer UZS12001 and for Non-potable water the downstream side of backflow preventer UZS12002. For building J8-2109 Potable water the demarcation point is the downstream side of backflow preventer I5S12001 and for Non-potable water the downstream side of backflow preventer I5S12002.

- Sanitary Sewer: (Dwg: 81K00695)The sanitary sewer distribution system will remain under NASA control, to the defined demarcation point, due to dependencies outside the pad. The demarcation point is at a point five (5) feet outside the facility foundation/exterior wall (sheet 15 (M-14) of drawing listed above).

- Fire alarm system: (Dwg: 79K39070)The fire alarm system will remain under NASA control, to the defined demarcation point, due to dependencies outside the pad. The demarcation point is at the Partner side of the advanced encryption standard radio transceiver (compatible with KSC central monitoring system). There are three (3) radio transceivers at Pad A: Bldg. J8-1503B (Sheet 35 of drawing listed above), Bldg. J8-1614A (Sheet 36 of drawing listed above (Remains under NASA control)) and Bldg. J8-1753 (Sheet 37 of drawing listed above).*Note that per standard agreement language drafted by TA Protective Services, Partner may choose to operate and maintain its own fire alarm system provided that Partner contracts with an independent fire alarm monitoring service (which will notify KSC in the event of an emergency response requirement.) KSC must maintain the fire alarm systems if it is to provide the fire alarm monitoring services.*

System	Systems Drawing
Pad A GN2	79K06000
Pad A GHe	79K06001
Medium Voltage Power	39K615001
Firex Water	79K06011
Potable Water	79K38699 NP-79K38877
Sanitary Sewer	81K00695
Fire Alarm System	79K39070

Note: Drawings pertaining to demarcation points will be provided by NASA.

Other Demarcation Points

- Crawlerway: The demarcation point is the boundary of the Premises. Crawlerway rock located within the boundary of the Premises shall be removed and relocated by Partner as reasonably directed by NASA.

- Perimeter fence: The fence is part of the pad structure and maintenance is the responsibility of Partner.

- Roads: The demarcation point is the boundary of the Premises.

- Rail Spurs: The demarcation point is the boundary of the Premises.

- Stormwater: The demarcation point is the boundary of the Premises.

- Communication Services & Infrastructure Demarcation: The demarcation points are the main trunking cable mainframes and fiber optics terminals. NASA is responsible for the trunking fiber and copper cables

feeding LC-39A and terminating in the PTCR on the copper Mainframes and Fiber Optics Terminals (copper cables C38, C61 & fiber cables FS6901, FS53, FM53 & manhole 365). Partner is responsible for its own telephone (including coordinating the correct routing of 911 calls) and networking requirements within the boundary of the Premises with the exception of elevator phones. No connection will be granted to NASA KSC network services.

- Facilities: Facilities that were abandoned by NASA prior to the agreement with Partner do not have to be repaired but must not be allowed to deteriorate to the extent they represent a hazard to personnel or equipment.

- Miscellaneous Systems: Partner is responsible for all systems contained wholly within the pad perimeter fence unless otherwise noted above. Systems include: the lightning catenary system, the pad chilled water systems, heating, ventilation and air conditioning systems, compressed air system, and functional sanitary septic systems located within the pad fence (if any).

EXHIBIT F: CONSTRUCTION OF IMPROVEMENTS

Construction of Improvements

Configuration Management Plan. Partner shall submit a Configuration Management Plan which meets the intent of EIA-649-B, Configuration Management Standard, to NASA for review and approval to ensure that appropriate configuration information, including as-built documentation, is maintained.

Project Coordination. Partner shall coordinate with NASA in the early planning phase of any proposed Improvements that may require an increase in current capacity or configuration change to any utility service (e.g., electrical, water/wastewater, natural gas) to the Premises, and shall establish a design and construction coordination process to notify NASA of significant changes during design and construction that affect configuration or safety of upstream utility services. NASA will perform any resulting utility modifications on the NASA side of the demarcation points (e.g., expansion, safing, re-configuration) on a cost reimbursable basis under the Support Agreement. Demarcation points for affected utilities are set forth in Exhibit E to this Agreement.

Approvals. Partner agrees that prior to commencing any Improvements to the Premises, Partner must first request a Site Plan and obtain NASA's written approval for any such Improvements in accordance with NASA Procedural Requirements 8820.2, as the same may be amended from time to time. Pursuant to this requirement, Partner shall submit a completed Commercial Aerospace 1509 Template, Exhibit D, to the NASA Technical POC identified in Exhibit I. Upon NASA's request, Partner shall provide any drawings or other design information that will assist NASA in responding to Partner's facility Improvements request and determining if any additional mitigation per State of Florida Historic Preservation Office (SHPO) is required. Such information shall be provided to the NASA Facility Point of Contact as described in this Agreement. NASA shall provide any comments or conditions to such requests within thirty (30) days of their receipt. Partner shall follow NASA policies when implementing any facility Improvements projects including, but not limited to, outage coordination, switching limitation policy, hot work permits, excavation permit and utility locate procedures, trailer/equipment tie-down requirements and movement of oversize loads.

Design and Construction Approval: The following requirements apply to all Partner proposed facility Improvements:

a. NASA/KSC review and approval is required for final design drawings and specifications to be utilized for facility construction and modification. This will be a review for constructability and compliance with, federal environmental, sustainability, safety, security, and health policies, and the Florida Building Code. Design documents should be provided at Partner's designated design review intervals in order for any NASA/KSC concerns to be identified in a timely manner. The construction documents shall be prepared and signed by a registered design professional where required by Chapter 471 or Chapter 481 of Florida Statutes. In addition, Partner shall comply with the following design requirements, as applicable:

1) NASA-STD-8719.11, Safety Standard for Fire Protection, as it relates to fire sprinkler and fire alarm systems and associated occupancy and hazard classifications. This standard also serves as a simple NASA-specific reference to those Building Code and NFPA requirements that are applicable at KSC, or to cover situations where there are no applicable codes.
2) KSC-STD-E-0012, Facility Grounding and Lightning Protection, latest edition if facility presents an explosive hazard to NASA/KSC facilities or personnel, or can impact NASA/KSC mission related operations.

b. NASA/KSC will coordinate access for construction inspections in accordance with Article IV. 3.a. as required to ensure facility Improvements projects are being executed in compliance with approved drawings and specifications (equivalent to County or City Building Permit Building Inspector). Partner shall coordinate with the NASA/KSC Authority Having Jurisdiction (AHJ) for approval of Certificate of Occupancy or its equivalent.

c. Partner shall provide as-built documentation to NASA/KSC that reflects and incorporates all changes during construction. Utility service interfaces shall be identified. Once systems are placed into operation, Partner shall provide appropriate configuration control to ensure as-built documentation is maintained current throughout the life of the Agreement.

EXHIBIT G: SAFETY

1. Partner shall comply with Kennedy NASA Procedural Requirements (KNPR) 8715.3-3, KSC Safety Procedural Requirements for Partner Organization's Operating in Exclusive-Use Facilities, with the tailored version of the KNPR 8715.3- 3 Section 4.1 below replacing section 4.1 of the KNPR. It is Partner's responsibility to assess any lessees, subcontractors, and tenants for compliance to KNPR 8715.3-3, and the tailored version of the KNPR 8715.3-3 Section 4.1 below.

2. Partner shall comply with the tailored version of KNPR 8715.3-3, Section 4.1 as follows:

   a. Partner shall provide the following information and any additional information requested to NASA KSC S&MA prior to operations being initiated (i.e., start of operations or introduction of the hazard). This information is necessary for NASA to verify that NASA personnel and property are protected and to evaluate Partner's capability to control the hazards introduced to the Center.
   (1) A description of the operations detailing location(s), use of KSC's transportation infrastructure, hardware involved, and hazardous chemicals (as defined in 29 CFR 1910.1200) involved.
   (2) Identification of the hazards associated with these operations.
   (3) Identification of operations that Partner deems hazardous.
   (4) Safety Data Sheets, maximum quantities, and locations of all hazardous chemicals (as defined in 29 CFR 1910.1200) to be stored or used by Partner.
   (5) Detailed plans for controls and mitigation for the identified hazards addressing all of the Center-mandated hazard controls identified in KNPR 8715.3 - 3 Section 4.2 and all applicable hazard-specific controls identified in KNPR 8715.3 - 3 Section 4.3.
   (6) A Safety and Health Plan, or similar documentation describing how Partner intends to ensure the safety and health of personnel and protect property from damage.
   Note: Typically, a Safety and Health Plan would include detailed descriptions of policies, procedures, and techniques for all anticipated working conditions that will be encountered throughout the Agreement.
   b. Partner shall notify NASA KSC S&MA of changes to the above information prior to implementing those changes. Changes include, but are not limited to, introduction of new operations, introduction of new hazards, and changing existing controls/mitigations.
   c. If NASA determines that hazards resulting from activities may affect NASA personnel or property because the proposed hazard controls are not adequate, Partner shall provide further clarification and implement additional controls as required by NASA.
   d. NASA KSC S&MA reserves the right to review the operations and the associated hazards at any time to ensure the safety of NASA personnel and property. If access to the Premises is required NASA will coordinate with Partner in accordance with Article IV. 3.a..
   e. Partner shall implement the Safety and Health Plan, all hazard controls and all mitigations as documented.

3. In addition to the requirements in KNPR 8715.3 - 3, Chapter 7, the following requirements apply in regards to Mishaps and Close Calls:

   (a) A high visibility or high public interest event, including events which could bring OSHA or media attention to NASA and/or KSC, is a KSC-Reportable Mishap.
   (b) Damage to NASA Reserved Property is a KSC-Reportable Mishap.
   (c) NASA KSC S&MA reserves the right to investigate (which could include an interim investigation response, data and artifact impoundment and control of the scene) any KSC-Reportable Mishap in accordance with Center policies and procedures. Partner shall cooperate in any such investigation.

4. Partner shall develop, maintain, and provide to NASA KSC any applicable area access training for NASA KSC personnel residing or performing work on the Premises.

5. Partner, NASA KSC and NASA KSC contractor personnel performing Lockout/Tagout (LOTO) procedures or Danger Tag application on demarcation points shall:
   (a) Identify locks using KSC Form 20-195(a) (Lockout identifiers) and use KSC Form 20-195 as the LOTO tag.
   (b) Use KSC Form 20-165, KSC Danger Tag, to identify defective or nonconforming equipment that presents a threat of death or serious injury to personnel or destruction of flight hardware or equipment.

EXHIBIT H: COORDINATION OF OPERATIONS

Coordination of Operations

NASA will manage daily LC-39 integrated schedules to coordinate maintenance tasks, track resources, major hazards, outages, and other relevant information throughout LC-39. Partner shall participate in the daily LC-39B scheduling process to coordinate the scheduling and execution of hazardous operations and provide information to enable NASA to respond to emergencies involving security, fire, medical, and environmental. NASA and Partner will establish a process to communicate relevant real-time information in regards to emergent problems that affect each other. A KSC schedule integration meeting will be routinely held to discuss LC-39 integrated operations. Partner shall participate in the meeting as needed to identify and resolve resource conflicts between facilities, and coordinate hazardous operations and outages. Partner shall develop facility/flight hardware schedules with resource requirements, hazardous operations, and major milestones clearly identified. These schedules shall be provided to NASA for use in developing the LC-39 integrated schedules. NASA will manage the prioritization of shared assets and resolution of real-time resource conflicts if applicable for LC-39. Real-time coordination during operations which impact or could potentially impact KSC operations outside the Premises shall be done through the NASA Test Director (NTD) at 321-861-6831. This shall include, for example, start/stop notifications of major hazardous operations and any significant real-time deviations from the published integrated schedule.

Policies Relating to Operations

Use of ionizing or nonionizing radiation sources on NASA shall be in compliance with Kennedy NASA Procedural Requirements (KNPR) 1860.1 and KNPR 1860.2 and coordinated with Industrial Health via the NASA Technical Point of Contact.

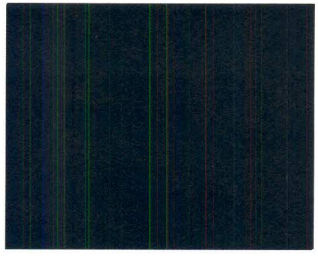
Partner shall work with the Technical Point of Contact in Exhibit I to obtain (a) hot – work permits at least twenty – four (24) hours prior to performing any welding, cutting, torching or similar open flame work, and (b) permits for excavation/drilling, confined space entry, facility closure/obstruction and high voltage electrical work, in each case before any such work commences.

Partner shall coordinate with the NASA Technical POC identified in Exhibit I to obtain a KSC Radio Frequency (RF) Authorization for all radio frequency transmitters. NASA KSC will seek to provide this authorization within two (2) weeks after receipt of all required data. To ensure compatibility with the NASA KSC RF environment, Partner shall also obtain an RF Transmitter Permit from the KSC Electromagnetic Environmental Effects Working Group prior to operation of any RF transmitters. NASA KSC will seek to provide this authorization within two (2) weeks after receipt of all required data.

Partner shall follow all NASA policies and procedures for badging Foreign National Media (KNPR1600.1, KDP-KSC-P-3722 and KDP-KSC-P-3717).

NASA
Ms. Robyn Mitchell
Partnership Development Manager
robyn.l.mitchell@nasa.gov
Phone: 321-861-8038
Fax: 321-867-1670
NASA Kennedy Space Center
Mail Code: AD-C
Kennedy Space Center, FL 32899

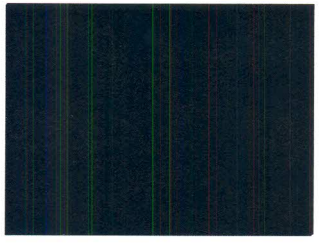
Partner



Technical/Facility Points of Contact:

NASA
Mr. Kevin Panik
NASA Pad Operations Manager
kevin.r.panik@nasa.gov
Phone: 321-861-3762
Fax : 321-867-1350
NASA Kennedy Space Center
Mail Code: GP-O2
Kennedy Space Center, FL 32899

Partner



Public Affairs Points of Contact:

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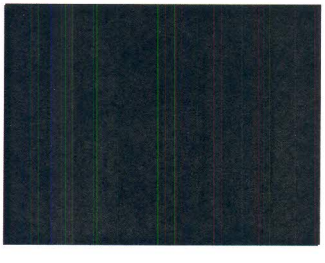
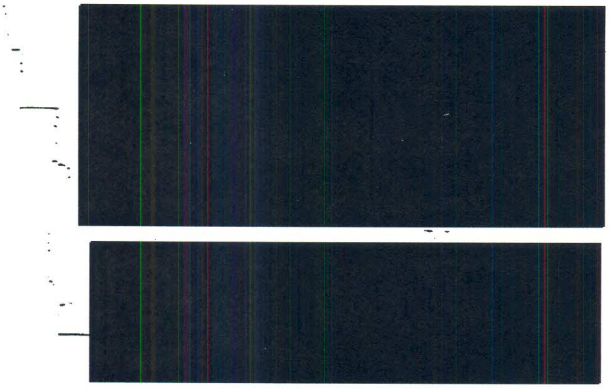
Kennedy Space Center, FL 32899

Partner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