

REIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
NASA AMES RESEARCH CENTER
AND
SPACE SYSTEMS/LORAL
FOR
COMMERCIAL SATELLITE SHIPMENTS THROUGH MOFFETT FIELD

1. AUTHORITY

This Reimbursable Space Act Agreement ("Agreement") is between SPACE SYSTEMS/LORAL, INC., a Delaware corporation ("Participant"), with a place of business at 3825 Fabian Way, Palo Alto, CA 94303, and the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, Ames Research Center, located at Moffett Field, California 94035-1000 ("NASA"). This Agreement is entered by NASA under the authorities of (i) Section 203(c)(5) and (6) of the National Aeronautics and Space Act of 1958 as amended, 42 U.S.C. Section 2473(c)(5) and (6), and NASA Procedures and Guidelines 1050.1, and (ii) the Commercial Space Competitiveness Act, as amended, 15 U.S.C. Section 5801 *et seq.*

2. PURPOSE AND AGENCY COMMITMENT

This Agreement shall be for the purpose of allowing Participant to ship commercial satellites through the airfield ("Moffett Field") owned and controlled by NASA Ames Research Center (the "Center"). Participant is a leading supplier of commercial satellites around the world. It has concentrated its commercial satellite manufacturing operations at its facilities in Palo Alto, California, nearby Moffett Field. Due to various factors, such as the distance from Participant's facility, congested public highways and airport crowding, none of the commercial airports in the area is suitable for shipping Participant's commercial satellites to their destinations.

3. RESPONSIBILITIES

3.1. Under the terms and conditions of this Agreement, NASA will provide to Participant, and pursuant to this Agreement Participant will reimburse NASA for, all facilities, land, equipment and services used at NASA, including, but not limited to: runways, ramp and parking space; hangar space; crash/fire/rescue support services; airfield security; fuel and fuel service; environmental, occupational and health services; and air traffic control.

3.2 All operations on NASA property shall be compatible with, and will not interfere with, the operations of NASA or other resident federal agencies at the Center, or with airfield operations at Moffett Field, as such is determined by NASA.

3.3 Participant will provide the necessary equipment and personnel to support the purpose of this Agreement, except as otherwise provided herein.

3.4 Participant assumes liability for those activities undertaken in this Agreement as specified in and subject to Section 13.

3.5 Participant agrees to follow all applicable NASA regulations, guidelines and standards (including appropriate Ames Policy Directives and Ames Procedures and Guidelines) while at the Center. Specifically with respect to NASA, these regulations, guidelines and standards include the following documents, as the same may be revised from time to time: (i) the Accident/Incident Response Plan (January 2002); (ii) the Airfield Operations Manual (iii) the Flight Operations Manual (Draft June 2003); (iv) the Wildlife Management Plan (Draft April 2003); (v) the Environmental Management Handbook (APG 8800.3); and (vi) the Health and Safety Manual (APG 1700.1). Concurrently with executing this Agreement, NASA shall provide Participant with copies of the foregoing regulations, guidelines and standards. Other regulations, guidelines and standards cover, among other things, facility use, land use, safety, security, and environmental standards. NASA will provide Participant with copies of specific regulations, guidelines and standards promptly following Participant's written request.

3.6 Participant may request NASA to make additions or modifications to Moffett Field. Nothing in this Agreement obliges NASA to accommodate such a request. If NASA, in its sole discretion, agrees to the requested additions or modifications, all costs will be borne by Participant, including costs to remove additions or restore modifications to their former conditions. All additions, changes, and modifications to Moffett Field shall be removed by Participant at its cost upon the expiration or earlier termination of this Agreement.

3.7 This Agreement shall not be construed as a grant of any possessory, exclusive or permanent interest in any NASA real or personal property, nor as a grant of an estate of any kind, nor as an abandonment of use and occupancy, but shall merely be considered a temporary agreement for the non-exclusive, non-possessory use of NASA land, facilities, and equipment described in this Agreement. Title to NASA's real property shall be and remain solely with NASA. All Participant personal property constructed, installed, erected, or placed by Participant on NASA property shall be removed by Participant at its cost upon expiration or earlier termination of this Agreement.

4. PRIORITY OF USE

The parties agree that NASA's use of its own facilities, equipment, and personnel shall have priority over Participant's use contemplated in this Agreement. NASA in its sole discretion shall determine whether to exercise that priority if a conflict arises. Likewise, should a conflict arise between two or more non-NASA users, NASA, in its sole discretion, shall determine the priority between those users, taking into consideration the requirements of all such non-NASA users when making the determination.

5. KEY PERSONNEL

5.1 The following technical and business personnel are designated as the key officials for their respective party. These key officials are the principal points of contact (the "POCs") between the parties in the performance of this Agreement.

Technical Key Personnel:

<u>NASA</u>	<u>Participant</u>
Name: Geary Tiffany	Name: Peter McGrath
Title: Chief, Aviation Management Office	Title: Traffic Coordinator
Address: NASA Ames Research Center Mail Stop 158 - 1 Moffett Field, CA 94035 - 1000	Address: Space Systems/Loral 3825 Fabian Way, M/S: L37 Palo Alto, CA 94303
E-mail: geary.c.tiffany@nasa.gov	E-Mail mcgrath.peter@ssd.loral.com
Tel. No. 650/604 - 0685	Tel. No. 650/852 - 6608
Fax No. 650/604 - 3144	Fax No. 650/852 - 4147

Business Key Personnel:

<u>NASA</u>	<u>Participant</u>
Name: Patti Bergin	Name: Ron Campbell
Title: Administration Specialist	Title: Manager of Logistics
Address: NASA Ames Research Center Mail Stop 158 - 1 Moffett Field, CA 94035 - 1000	Address: Space Systems/Loral 3825 Fabian Way, M/S: L37 Palo Alto, CA 94303
E-mail: patricia.j.bergin@nasa.gov	E-Mail campbell.ronald@ssd.loral.com
Tel. No. 650/604 - 6314	Tel. No. 650/852 - 6370
Fax No. 650/604 - 3144	Fax No. 650/852 - 9823

5.2 All notices and communications required or permitted to be given between the parties shall be in writing, in the English language, and shall be delivered in person to the recipient's Business Key Personnel at the address listed above, or sent by express mail, courier or facsimile as set forth above. Notices shall be deemed to be effective upon the receipt thereof by the recipient party, as evidenced as follows:

(i) Facsimile - sender's facsimile machine report indicating a successful facsimile transmission to the recipient party, or

(ii) Express Mail/ Courier -- U.S. Postal Service or courier confirmation or report indicating delivery to the recipient party, or

(iii) Delivery in person – Receipt signed by recipient party indicating delivery to the recipient party.

6. DISPUTE RESOLUTION

The POCs for the parties will attempt in good faith to resolve all issues arising out of this Agreement. If they are unable to agree on any issue within a reasonable time (but in no event more than thirty (30) days) after either party delivers to the other party written notice describing such issue in reasonable detail, then the dispute will be referred to the POCs' respective immediate supervisors for joint resolution. If the parties are still unable to resolve the issue within ten (10) business days after the issue has been referred to such supervisors for resolution, then the Center Director (or his or her designee) will issue a written decision, which shall be a final Agency decision for all purposes, including the exhaustion of administrative remedies. Nothing in this section limits or prevents either party from pursuing any other right or remedy available by law or under this Agreement after exhaustion of administrative remedies.

7. MISHAP REPORTING AND INVESTIGATION

In the case of a mishap or mission failure, Participant agrees to cooperate with NASA and abide by NASA mishap reporting and investigation standards. The parties agree to provide assistance to each other in the conduct of any investigation. In the case of activities that might result in death or serious injury to persons, or substantial loss or damage to property, as a result of activities under this Agreement, the parties agree to establish a process for investigation of any mishap arising from these activities as part of their program/project implementation agreements.

8. FINANCIAL OBLIGATIONS

8.1 This Agreement is not intended to be the means to transfer funds or other financial obligations from Participant to NASA in connection with this Agreement. Reimbursement from Participant to NASA for land, facilities, equipment, supplies, services, or other property provided by NASA in support of this Agreement will be set forth annually in a "Support Agreement" in the form attached hereto as Exhibit A and incorporated herein by reference.

8.2 Charges under this Agreement and each Support Agreement shall be consistent with law and NASA policy, including the requirement for payment in advance as set forth in the Support Agreement. Costs for facilities and service will be reviewed periodically and specified in the applicable Support Agreement to ensure that the rates are based on actual cost to NASA. Procedures for tracking costs are attached hereto as Exhibit B and incorporated herein by reference.

8.3 NASA's ability to perform its obligations under this Agreement is subject to the availability of appropriated funds. Nothing in this Agreement commits the United States

Congress to appropriate funds for the purposes stated herein (pursuant to the Anti-Deficiency Act, 31 U.S.C. Section 1341).

9. **NONEXCLUSIVITY**

This Agreement is not exclusive; accordingly, NASA may enter into similar agreements for the same or similar purpose with other U.S. private or public entities.

10. **NO WARRANTY**

Participant accepts the facilities made available at NASA pursuant to this Agreement in their "AS IS" condition, with all faults, without any covenant, representation or warranty of any kind or nature whatsoever, express or implied (including, without limitation, with respect to the suitability of such facilities or any utility systems serving NASA for Participant's purposes), and Participant is relying solely on Participant's own investigation of such facilities.

11. **NO PARTNERSHIP**

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

12. **GOVERNING LAW**

United States 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.

13. **LIABILITY AND RISK OF LOSS**

13.1 In consideration of the use of Moffett Field and the other services provided by NASA under this Agreement, Participant waives and agrees not to make any claims against NASA, its Related Entities (as defined below), other federal or state agencies at the Center or their respective Related Entities for Damage (as defined below) arising from or related to Participant's activities under this Agreement, whether such Damage is caused by negligence or otherwise, except in the case of the gross negligence or willful misconduct of NASA or its employees.

13.2 Participant agrees to indemnify, defend and hold harmless NASA, its Related Entities, other federal or state agencies at the Center and their respective Related Entities from any and all claims, Damage, Liability (as defined below), judgments or costs or expenses (including, without limitation, attorneys' fees) arising from the injury to or death of any person, or for damage to or loss of any property (including intellectual property), caused by Participant

or its Related Entities, or arising out of the activities of Participant or its Related Entities, whether such claim, Damage, Liability, judgment, cost or expense is caused by negligence or otherwise, except in the case of the gross negligence or willful misconduct of NASA or its employees.

13.3 For purposes of this Agreement: (a) the term "Damage" includes, but is not limited to: death of, bodily injury to, or other impairment of health of, any person; damages to, loss of, or loss of use of any property, including environmental contamination or damage; loss of revenue or profits; and any other direct, indirect, or consequential damage; (b) the term "Liability" includes liability for payments made pursuant to any United States treaty, any judgment or decision by a court or administrative tribunal of competent jurisdiction, administrative and litigation costs, and after consultation with Participant, settlement payments; and (c) the term "Related Entities" includes, but is not limited to, the officers, employees, agents, invitees, contractors and subcontractors of a person or entity.

13.4 Participant assumes responsibility for any and all Damage done to Federal government ("Government") property, facilities and equipment resulting from use of such property, facilities and equipment, or the activities under this Agreement, by Participant or its Related Entities. Participant will be responsible to pay all costs associated with the repair of such Damage and/or otherwise return the property and facilities to the condition that existed at the time of the Effective Date of this Agreement, except for the normal wear and tear reasonably to be expected as arising from the type of activity contemplated under this Agreement.

14. INSURANCE

14.1 Commercial General Liability Insurance

At all times during the Term (as defined below) and at its sole cost and expense, Participant shall obtain and keep in force commercial general liability insurance with limits not less than One Million Dollars (\$1,000,000) for each occurrence, including all legal liability of Participant, including but not limited to injury to third persons or damage to any real or personal property, including damage caused by fire or other peril, arising out of or incident to the use of Moffett Field or other land or facilities at the Center by Participant or its Related Entities, or the negligence of Participant or its Related Entities under this Agreement.

14.2 Other Required Insurance

14.2.1 To the extent required by law, Participant shall obtain and keep in force workers compensation insurance in the form and amounts required by law.

14.2.2 Participant shall obtain and keep in force employer's liability insurance with limits not less than Five Hundred Thousand Dollars (\$500,000) per occurrence.

14.2.3 Participant shall obtain and keep in force automobile liability insurance covering owned, hired and non-owned vehicles, with separate coverage of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage.

14.2.4 Before any contractor or subcontractor retained by or on behalf of Participant enters or uses any portion of Moffett Field or the Center, Participant shall endeavor to provide NASA with reasonably acceptable evidence of commercial general liability insurance, and such other insurance coverage as NASA may reasonably require. All such insurance shall comply with the provisions of Section 14.3 and 14 C.F.R. §1204, Subpart 14, if applicable.

14.3 General Insurance Program Requirements

14.3.1 The commercial general liability policy of insurance required by this Agreement covering bodily injuries or third party property damage shall contain a waiver of subrogation endorsement in a form acceptable to NASA.

14.3.2 Each carrier issuing coverage required under this Agreement shall be a company of recognized responsibility acceptable to NASA, licensed to do business in the State of California with a financial rating of at least A- VII (or its equivalent successor) status, as rated in the most recent edition of Best's Insurance Reports (or its equivalent successor, or, if there is no equivalent successor rating, otherwise acceptable to NASA).

14.3.3 The commercial general liability insurance required under this Agreement shall name the Government, NASA and their respective directors, officers and employees as additional insureds. Participant's certificates of insurance shall have attached a copy of the endorsement to each policy naming such persons as additional insureds, such endorsement signed by a duly authorized official of the insurer. Each certificate of insurance shall list the certificate holder as follows:

National Aeronautics and Space Administration
Ames Research Center
Attn: Office of the Chief Counsel
Mail Stop 200-12
Moffett Field, CA 94035-1000

14.3.4 All policies required under this Agreement shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice to NASA.

14.3.5 If NASA reasonably believes that it may have any claim or obligations under any of Participant's insurance policies, Participant shall provide a copy of each such insurance policy to NASA within ten (10) business days after written request.

14.3.6 If NASA at any time believes that the limits or extent of coverage or deductibles with respect to any of the insurance required under this Agreement are insufficient, NASA may determine the proper and reasonable limits and extent of coverage and deductibles for such insurance. NASA agrees not to do so more frequently than annually. Thereafter, Participant shall obtain and keep in force insurance complying with NASA's determination until further change pursuant to this Agreement.

14.3.7 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 Participant, and such coverage and limits shall not be deemed as a limitation on Participant's liability under the indemnities granted to NASA in this Agreement.

14.3.8 Failure of NASA to demand such certificate 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 Participant's obligation to maintain such insurance.

15. ENVIRONMENTAL AND SAFETY

15.1 Participant has the responsibility to manage its operation in a manner that is protective of human health and safety, and the environment. NASA reserves the right to conduct oversight to assure effective coordination of safety and environmental issues and adequate protection of the environment, NASA employees and the public. Participant and its Related Entities must comply with all applicable environmental, safety and health regulations including, but not limited to, federal Executive Orders, Occupational Safety & Health Administration (OSHA), Nuclear Regulatory Commission (NRC), National Fire Protection Association (NFPA), California Fire Code (CFC), U. S. Environmental Protection Agency (EPA), California EPA, California Regional Water Quality Control Board (RWQCB), California Department of Toxic Substance Control, Bay Area Air Quality Management District (BAAQMD), Santa Clara County Health Department Hazardous Materials Compliance Division, and the City of Sunnyvale Waste Water Treatment Plant, as well as NASA and Ames Policy Directives and Procedures and Guidelines. Any hazardous materials, substances, wastes, pollutants or other contaminants (including, without limitation, crude oil or any fraction thereof, petroleum products and PCBs) (collectively, "Hazardous Materials") generated by Participant shall be managed by Participant in accordance with Federal, state and local laws and regulations, and shall be properly disposed of as directed by NASA, at Participant's expense.

15.2 Participant agrees to pay all applicable environmental fees, fines, and penalties which may be legally assessed against it by any Federal, state or local agencies, subject to statutory appeal rights, and will be responsible for representing and defending itself before any

such agencies in any proceedings in which Participant may become involved to the extent such involvement results from Participant's activities and operations under this Agreement at Moffett Field.

15.3 Participant will be responsible for paying all costs of the restoration or remediation of any release of any Hazardous Materials to the extent such release results from or was caused by Participant or its Related Entities under this Agreement, and Participant will be responsible for any liability resulting therefrom.

15.4 Participant shall not interfere with or impact any environmental remediation efforts on-going on Center property. Participant will be responsible for paying all costs of any damage to environmental remediation or restoration activities caused by its fault, negligence, or failure to comply with this Agreement. Participant understands that Moffett Field is underlain by a plume of contaminated groundwater that comprises two Superfund sites: the former Naval Air Station Moffett Field; and the Middlefield-Ellis-Whisman site. Participant understands that the groundwater is contaminated with solvents and petroleum hydrocarbons.

15.5 Where activities undertaken by Participant require preparation of compliance documents pursuant to the National Environmental Policy Act (NEPA) or the National Historic Preservation Act (NHPA), Participant shall supply all necessary information to NASA and any appropriate agency in a timely manner. No such activities shall occur until all applicable NEPA and NHPA requirements have been met.

16. PROTECTIVE SERVICES

16.1 Participant will comply with all applicable NASA security, law enforcement and fire safety policies and guidelines, and will ensure that its Related Entities also comply. This includes standards on badging and facility access, fire suppression and response, fire prevention, law enforcement jurisdictions, security, dispatch, and emergency response and preparedness, which are available from NASA's Protective Services office and are set forth in NASA's procedures and guidelines. Participant shall advise NASA in writing of any changes to its operations or its use of Moffett Field that might impact any security, law enforcement or other Protective Services functions.

16.2 Without limiting section 16.1, Participant shall appropriately badge United States citizen escorts for foreign national aircrews or others while entering, exiting or on – board Moffett Field. Foreign nationals will not be authorized access to any other NASA facility or any other portion of the Center, except for the cafeteria or other public place. Deviations from escort requirements or parameters, or requests for Protective Services support, must be coordinated in advance with the Protective Services Office. Security incidents related to foreign nationals (such as unauthorized access to NASA facilities, suspicious activity/behavior or failure to provide proper escort) shall be immediately reported by Participant to the Protective Services Office or Moffett Field Emergency Communications Center.

17. COMMUNICATIONS

Participant agrees to comply with all applicable NASA communications policies and guidelines, and will ensure that its Related Entities also comply. This includes standards for building wiring, underground cabling and ducts, telephones and telephone services, data and video communications, and radio spectrum management.

18. ASSIGNMENT/MODIFICATION

18.1 This Agreement may be modified only by a written document signed by officials authorized to bind the parties.

18.2 Neither this Agreement nor any interest arising under it shall be assigned, subleased, or transferred in any way, nor shall any obligation or duty under this Agreement be delegated, by Participant without the consent of the official authorized to bind NASA. Without limiting the foregoing, Participant agrees that it shall not retain any contractor or subcontractor to perform any of Participant's rights or obligations under this Agreement without the prior written consent of NASA, which may be given or withheld in NASA's sole and absolute discretion. NASA hereby consents to Participant's retention of Volga Dnerp and Antonov Airlines to provide aircraft to transport satellites from Moffett Field, and to Participant's retention of Three Way, Inc. to provide aircraft and personnel support services.

19. INDEPENDENCE OF CONTRACTS

The parties agree that this Agreement is independent of any other contract between the Government and Participant, and Participant is not released from its obligations under other existing contracts with the Government.

20. TERM AND RIGHT TO TERMINATE

20.1 This Agreement becomes effective on February 1, 2004 ("Effective Date") and shall remain in effect until January 31, 2009 (the "Term").

20.2 Either party may terminate this Agreement, at any time and for any reason or no reason at all, upon delivery of an one hundred twenty (120) day written notice to the other party. If Participant so terminates this Agreement, Participant shall reimburse NASA for all Government costs that have been incurred up to the effective date of the notice of termination and that are incurred as a result of such termination. NASA shall not be liable for any costs, loss of profits, revenue, or other direct, indirect, or consequential damages incurred by Participant or its Related Entities as a result of the termination by NASA pursuant to this provision.

20.3 NASA may terminate this Agreement, in whole or in part, and without cost to the Government, if a determination is made by the Associate Administrator for Management Systems (Code J), the Director of the Facilities Engineering Division (Code JX) or the Director of NASA Ames Research Center that the interests of the national space program, the national defense or the public welfare require the termination of this Agreement and written notice of such determination is delivered to Participant at least thirty (30) days before the termination date.


20.4 NASA may terminate this Agreement if Participant fails to perform any of its obligations under this Agreement and such failure continues for more than ten (10) business days after the date on which NASA delivers to Participant written notice of such failure.

20.5 The obligations of the parties set forth in the Liability and Risk of Loss and Financial Obligations provisions of this Agreement shall continue to apply after the expiration or termination of this Agreement with respect to any cost incurred, and any event or occurrence the onset of which arose, prior to such expiration or termination.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the date indicated below.

NASA:

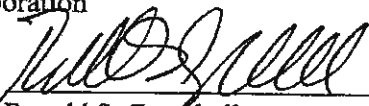
NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION, an Agency of the
United States of America

By: 
Lewis S. Braxton III
Director of Center Operations
Ames Research Center

Dated: February 27, 2004

PARTICIPANT:

SPACE SYSTEMS/LORAL, INC., a Delaware
corporation

By: 
Ronald S. Campbell
Manager of Logistics

Dated: February 4, 2004

MODIFICATION 1 TO SAA2-401690

REIMBURSABLE SPACE ACT AGREEMENT

BETWEEN

THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

AMES RESEARCH CENTER

AND

SPACE SYSTEMS/LORAL

FOR

COMMERCIAL SATELLITE SHIPMENTS THROUGH MOFFETT FIELD

Space Systems/Loral, Inc. (hereinafter "Partner") and the National Aeronautics and Space Administration (hereinafter "NASA") executed a Reimbursable Space Act Agreement (hereinafter the "Original Agreement") on February 27, 2004 for the purpose of allowing Partner to ship commercial satellites through the airfield ("Moffett Field") owned and controlled by NASA Ames Research Center.


The parties desire to continue activities begun under the Original Agreement beyond the expiration date. Effective as of the date of the last signature below, NASA and Partner hereby agree to extend the duration of the Original Agreement, which expires on January 31, 2009, for approximately 3 years. Therefore, the expiration date of the Original Agreement is hereby changed to January 31, 2012.

Except as set forth in this Modification, the provisions of the Original Agreement remain in full force.

SPACE SYSTEMS/LORAL, INC.

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION

By 
Ronald S. Campbell
Manager of Logistics

By 
Deborah Feng
Director of Center Operations (Acting)

Date: February 9, 2009

Date: 1.20.09

MODIFICATION TWO TO SAA2-401690

REIMBURSABLE SPACE ACT AGREEMENT

BETWEEN

NASA AMES RESEARCH CENTER

AND

SPACE SYSTEMS/LORAL

FOR

COMMERCIAL SATELLITE SHIPMENTS THROUGH MOFFETT FIELD


Space Systems/Loral (hereinafter "Partner") and the National Aeronautics and Space Administration (hereinafter "NASA") executed a Reimbursable Space Act Agreement effective February 1, 2004, as amended (collectively, the "Original Agreement"), for the purpose of allowing Partner to ship commercial satellites through Moffett Federal Airfield. Each capitalized term used in this Modification, but not defined herein, shall have the meaning ascribed to it in the Original Agreement.

Effective as of the last signature below, NASA and Partner hereby agree to extend the duration of the Original Agreement, which expires on January 31, 2012, for an additional five (5) years. Therefore, the expiration date of the Original Agreement is hereby changed to January 31, 2017.

Except as set forth in this Modification, the provisions of the Original Agreement remain in full force. If the provisions of this Modification conflict with the provisions of the Original Agreement, then the provisions of this Modification shall prevail.

SPACE SYSTEMS/LORAL, INC.

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION

BY: 

Ronald S. Campbell
Manager of Logistics

BY: 

Robert J. Dolci
Director for Center Operations (Acting)

Date: 12-16-11

Date: 12/23/11

