

Modification Two to SAA2-402208

**MODIFICATION OF THE
FULLY REIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
NASA AMES RESEARCH CENTER
AND
GEOG2 SOLUTIONS, INC.**

GEOG2 Solutions, Inc. (hereinafter "GEOG2" or "Partner") and the National Aeronautics and Space Administration (hereinafter "NASA") executed a Reimbursable Space Act Agreement on April 30, 2008, as amended by Modification One, effective April 30, 2010, (collectively the "Original Agreement") for the purpose of collaboration in the area of high-resolution multi-spectral imaging.

The Original Agreement contemplated that Partner would use ramp space to store its aircraft, and that Partner would use certain office space. Partner now desires to use hangar space to store its aircraft, and to use additional office space. The Parties desire to modify the Original Agreement to clarify the facilities that are available for Partner's use.

Effective as of May 16, 2011, NASA and Partner hereby agree as follows:

1. The first sentence of the paragraph labeled "Purpose of Collaboration" in Article 2 is hereby amended by inserting "hangar," immediately after "ramp,". The last sentence of such paragraph is hereby amended by inserting the words "and hangar" immediately after the word "ramp".
2. Paragraph 4 of section A of Article 3 of the Original Agreement is hereby deleted and restated in its entirety as follows:

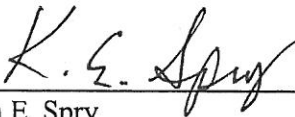
"4. GeoG2 will reimburse NASA for the cost of ramp and hangar space for two aircraft and for office space, and for such other facilities as NASA may decide to make available for GeoG2's use. NASA, in its subjective discretion, shall determine from time to time what space and facilities shall be made available to GeoG2 pursuant to this Agreement, and GeoG2 shall be charged for the space occupied. As of May 16, 2011, the Parties agree that GeoG2 shall use (and pay for) approximately 3,200 square feet of hangar space in the Hangar 211 Annex, and the following offices in Hangar 211 containing an aggregate of approximately 838 square feet: rooms 150, 154, 156, 157, 158 and 175."

3. Paragraph 1 of section B of Article 3 of the Original Agreement is hereby deleted and restated in its entirety as follows:


“1. On a fully reimbursable basis, NASA will provide facilities, equipment and services used at NASA including, but not limited to: runways, ramp and parking space, hangar space and office space (as determined by NASA in its subjective discretion from time to time); crash/fire/rescue support services; airfield security; fuel services; environmental, occupational and health services; and Air Traffic Control. As of May 16, 2011, NASA has determined that GeoG2 may use approximately 3,200 square feet of hangar space in the Hangar 211 Annex, and the following offices in Hangar 211 containing an aggregate of approximately 838 square feet: rooms 150, 154, 156, 157, 158 and 175.”

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.

GEOG2 SOLUTIONS, INC.

By 
Kevin E. Spry
Chief Operations Officer

**NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION
AMES RESEARCH CENTER**

By 
Deborah Feng
Director of Center Operations

Date: 5-12-2011

Date: 5.10.11