

PROPERTY AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN F. KENNEDY SPACE CENTER
AND
SPACE FLORIDA
FOR
THE TRANSFER OF OPERATIONS AND MANAGEMENT
OF THE
SHUTTLE LANDING FACILITY

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REQUIREMENTS89**

I. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Administration Act, 51 U.S.C. § 20113(e) and (f), and Chapter 331, Part II, Florida Statutes, this Federal-State Partnership Agreement (hereinafter referred to as "Agreement") is entered into on behalf of the National Aeronautics and Space Administration (hereinafter referred to as "NASA") by the John F. Kennedy Space Center (hereinafter referred to as "NASA KSC") located at Kennedy Space Center, Florida 32899 (hereinafter referred to as "KSC" or the "Center"), and Space Florida, an independent special district and subdivision of the State of Florida, located at Exploration Park, Florida 32953 (hereinafter referred to as "SPFL") for the transfer of the management, development, and operation of property and infrastructure comprising the Shuttle Landing Facility (hereinafter referred to as the "SLF"), further described in Exhibit A and formerly used in support of the Space Shuttle Program. This partnership is consistent with direction in the National Space Transportation Policy of the United States of America, of November 21, 2013, which directs NASA to "encourage private sector and state and local government investment and participation in the development, improvement, and sustainment of space infrastructure, including both federal launch and reentry sites as well as those operated and maintained by private, state, and local entities." NASA KSC and SPFL may be individually referred to as a "Party" and collectively referred to as the "Parties."

II. SCOPE, PURPOSE, AND PERMITTED USES

- A. The purposes of this agreement are to:
1. Facilitate SPFL's management, development, improvement, operation, and sustainment of the SLF in support of both Government and commercial users engaged in horizontal space launch and recovery, aerospace vehicle flight testing and operations, and mission-related or otherwise compatible aviation. With respect to the SLF, SPFL shall have the right to possess, occupy, develop, re-develop, or otherwise improve, for its own use, or for permit to others, both the land and existing improvements thereon; and shall have the right to construct, or allow others to construct, such structures and facilities as may be required to support the activities authorized by this Agreement, including but not limited to those Commercial Space Activities identified in this Agreement;
 2. Encourage private sector and state and local government investment and participation in the development and improvement of space transportation infrastructure;
 3. Transfer to SPFL the operational management and maintenance responsibility for the SLF, including existing NASA facilities and related equipment located at the SLF, together with surrounding unimproved land within the SLF required and suitable for future development associated with the purposes and activities authorized pursuant to this Agreement, and provide SPFL with twenty-four (24) hours per day, seven (7) days per week access consistent with the terms of this Agreement.
- B. The U.S. Fish and Wildlife Service (USFWS) and NASA KSC have defined an area (Developable Area) to accommodate future expansion of SLF operations and capabilities that is intended to minimize development impacts to wildlife habitat (See Exhibit A).

Development at the SLF shall be in accordance with the 2007 and 2012 Environmental Assessments (EA) that have been conducted at the SLF. Currently development at the SLF is limited to the south field site and the mid field site, in conformance with areas and impacts defined in the prior mentioned EA's. Development at the north field, and any other areas of the Developable area that is outside the boundaries covered by the current NASA KSC Record of Environmental Consideration (REC) (Exhibit D), is contingent upon the completion of the 2015 Center-wide Environmental Impact Statement (EIS), or pursuant to other National Environmental Policy Act (NEPA) analysis and documentation if required. Once completed, the NASA KSC Business Point of Contact (POC) (Exhibit I) shall notify SPFL and make available the EIS and updated NASA KSC REC.

- C. Permitted uses of the SLF under this Agreement include the following "Commercial Space Activities" that are consistent with the then current Applicable Laws:
1. Processing, flight, and refurbishment of commercial and Government suborbital and orbital launch systems requiring horizontal takeoff and/or recovery;
 2. Processing and integration, and/or recovery and storage, of space mission payloads requiring use of permitted flight systems;
 3. Advanced aerospace vehicle flight testing and operations, including Unmanned Aerial Systems (UAS) and spaceflight training or development-related experimental aircraft;
 4. Commercial and Government spaceflight or aerospace research mission support aviation operations;
 5. Commercial and Government mission management and program support aircraft operations;
 6. Chartered air service, including passenger aircraft associated directly with Commercial Space Activities;
 7. Spaceflight vehicle or payload hardware delivery cargo aircraft operations;
 8. Other cargo operations supporting the Commercial Space Activities or other activities at KSC or Cape Canaveral Air Force Station (CCAFS);
 9. Aviation flight test and development;
 10. Advance air traffic or space traffic management systems development and testing, including but not limited to development of systems and technologies to integrate UAS and commercial space transportation into the National Air Space (NAS) system;
 11. Straight line aerodynamic and engine technology vehicle testing;
 12. Related manufacturing, assembly, and storage of materials, components, and flight or ground support equipment;
 13. Related warehousing and logistics;

14. Related development, construction, and operation of common area improvements (*e.g.*, aprons, taxiways, fuel and commodity storage areas, and space launch vehicle preparation areas);
15. Related development, construction, and operation of user parking areas, offices and support facilities, visitor facilities including but not limited to those designed for tourism (*e.g.*, flight viewing and educational exhibits);
16. Related administrative, operations, and support facilities; and
17. High energy systems research, development, and testing.

The enumerated Commercial Space Activities are intended to operate as specific guidelines on the types of activities that NASA considers desirable, and are not intended to operate as a limitation on NASA's right to approve or disapprove other uses, occupancies, or activities at the SLF.

The enumerated Commercial Space Activities are not intended to grant any rights or benefits to, or be enforceable by, any users, Site Occupants or any third party, and NASA may in its sole discretion, and with SPFL's consent, grant approval for any use, occupancy, or activities that it deems in the public interest or beneficial to public or private domestic space activity.

No other uses are allowed without a modification to this Agreement (per Article XIX, "Modifications") formally negotiated and executed by SPFL and NASA KSC.

- D. Prohibited Uses include:
1. General Aviation;
 2. Scheduled passenger air service (except for chartered passenger air service as described above); and
 3. Industrial manufacturing unrelated to space transportation, aerospace flight systems, or space mission payloads.
- E. The NASA KSC Center Director shall, in his sole discretion, have the authority to direct SPFL 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. Related Entities, Site Occupants, licensees, assignees, or invitees shall have no claim under this Agreement on account of such actions against the Government or any officer, agent, employee, or Related Entity thereof.

III. RESPONSIBILITIES

- A. **SPFL Responsibilities.** At its own expense, SPFL will:
1. Manage, develop, maintain, and operate the SLF as described and defined in this Agreement for both Government and commercial users in accordance with the following priorities:

- a. Horizontal landing of a vehicle from orbit or suborbital profile;
 - b. Horizontal launch of spacecraft or mother vehicle carrying a launch vehicle;
 - c. Aircraft Operations;
 - d. Flight Vehicle testing;
 - e. UAS Operations; and
 - f. Miscellaneous – Non-Interference Operations.
2. Provide priority use and scheduling for major NASA and U.S. Department of Defense (DOD) operations that require access to and use of the SLF.
 3. Manage scheduling, integration, and prioritization of shared assets among all SLF Site Occupants and users, Government and commercial, in order to track resources, hazards, outages, and other relevant information throughout the SLF.
 4. Assume responsibility for utility systems' operations and maintenance beginning at the designated utility distribution demarcation point (Exhibit C).
 5. Reimburse NASA provided support services, if any, in advance of their provision by NASA KSC to SPFL consistent with Article V, "Financial Obligations" and Exhibit E.
 6. Negotiate and execute formal written agreements with the Federal Aviation Administration (FAA), Florida Department of Transportation (FDOT), and U.S. Air Force Eastern Range, together with implementation plans and procedures, to facilitate availability and use of designated special use airspace and offshore warning areas in support of planned flight operations. Provide copies to NASA of all executed agreements with the U.S. Air Force Eastern Range.
 7. Obtain from the FAA or FDOT all licenses and certifications as may be required to enable the planned Commercial Space Activities permitted in accordance with this Agreement.
 8. Obtain all other necessary licenses, environmental permits, clearances, and other authorizations, required to support SPFL's Commercial Space Activities, and comply with all Applicable Laws. Provide copies of these documents to NASA KSC.
 9. NASA KSC will manage a daily LC-39 integrated schedule to track resources, major hazards, outages, and other relevant information throughout LC-39. SPFL shall participate in the overall integrated scheduling process to coordinate all operations that extend outside the SLF.

B. NASA KSC Responsibilities. NASA KSC will:

1. Provide support services, if requested by SPFL and available, on a reimbursable, as available, non-interference basis, as specified in this Agreement. This includes access to and service from existing NASA-owned utility distribution systems, including, but not limited to, electrical power, potable water, and wastewater treatment, and consistent with Article V, "Financial Obligations" and Exhibit E. Additional services not identified as Support Services in Exhibit E are outside the scope of this Agreement. NASA, at its own

discretion, may provide any such “Demand Services” on a reimbursable basis through a separate agreement to the extent that the provision of such services does not result in NASA competing with the private sector.

2. Transfer the operations and maintenance of the SLF as defined and legally described in Exhibit A to SPFL’s control and accountability for the duration of this Agreement, in accordance with the terms specified in this Agreement.
3. Maintain all necessary support interfaces with SPFL. If available, drawings, specifications, maintenance, or operating information relating to the SLF will be provided to SPFL by NASA KSC at SPFL’s request.
4. Grant SPFL, its Related Entities, and SLF Site Occupants access to the SLF for the intended scope and purposes of this Agreement.
5. Manage a recurring LC-39 integrated schedule to coordinate maintenance tasks, track resources, major hazards, outages, and other relevant information throughout LC-39. NASA KSC will provide advance notice of actions that may impact SPFL’s operations and coordinate such actions so that any disruption is minimized. NASA KSC will manage the prioritization of shared assets and resolution of real-time resource conflicts.
6. Provide operation, maintenance, and configuration management requirements to SPFL for those SPFL-operated systems, or the portions thereof, that NASA KSC will continue to maintain due to interdependencies beyond the SLF demarcation points or as are otherwise required for use by NASA Programs.
7. Provide a safety review or analysis, where required, by Exhibit H.
8. Provide documentation or other information to SPFL related to any agreements NASA KSC has with NASA’s Related Entities and third parties existing at the effective date of this agreement that may require access, or other coordination related to the SLF. Third parties may include, but are not limited to, federal agencies, other NASA centers, and commercial companies.

IV. TERM OF AGREEMENT, SCHEDULE, AND MILESTONES

- A. The term of this Agreement (“Term”) shall commence on the date of the last signature of the parties to this Agreement and, unless sooner terminated as specifically provided in this Agreement, shall continue for a period of thirty (30) years.
- B. The Term may be extended or otherwise modified in the manner required in Article XIX for modifications.
- C. In addition to Paragraph B, if and when SPFL obtains approval from NASA KSC under Article XXVI for construction or installation of an Improvement, NASA KSC and SPFL expect to discuss and expressly agree under Article XIX at that time to a modification of the Term and the Term shall be extended to a date as follows:

1. After substantial completion of a real-property Improvement, the date when the useful life of the Improvement expires; or
2. After installation of a tangible-personal-property Improvement at the SLF, or otherwise after placement of the Improvement in service at the SLF, the date when the useful life of the Improvement ends,

so long as such date does not exceed the period of sixty (60) years from the original signature date. In the event such date would exceed the period of sixty (60) years from the original signature date, the Term shall be deemed extended to the date sixty (60) years from the original signature date.

- D. The Parties will participate in an Annual Strategic Review to assess the planning and development strategy for the SLF.

The planned major milestones for the activities associated with this Agreement are as follows:

SPFL provides Certificate of Insurance and a list of Policy exclusions or limitations	Prior to signature
SPFL provides SLF Design Standards	Within two (2) months of signature Date
SPFL provides Concept of Operations Plan	Within two (2) months of signature Date
SPFL application submission to FAA-AST for Launch and Reentry Site Operator license	Within one year of Signature Date
SPFL obtains status as Florida Registered private airport under FDOT Administrative Code, Chapter 14-60	Within one year of signature date
SPFL execution of transition contracting actions to ensure continuity of operations	NLT September 30, 2015
SPFL obtains FCC license	Within one year of signature date

V. FINANCIAL OBLIGATIONS

- A. The National Aeronautics and Space Act, 51 U.S.C. § 20113(f), provides authority to NASA to cooperate with public and private agencies and instrumentalities, with or without reimbursement, in the use of services, equipment and facilities. Given the mutual benefit to NASA and SPFL within the scope and purpose of this Agreement is to promote and

facilitate commercial space activities utilizing the SLF, use of this authority is appropriate to execute this Agreement.

- B. The benefit to NASA from this Agreement includes priority use for mission requirements and long term preservation of this unique high value asset for commercial and DOD space flight activities. In addition, NASA will achieve cost savings through continued access and use of the SLF. In consideration of the NASA benefit derived as a result of the activities, investments, and obligations assumed by the SPFL pursuant to this Agreement, NASA will not require SPFL to provide cash payments for use of the SLF. In the event that the SPFL's personal property is not removed and the SLF is not restored in accordance with this Agreement, SPFL shall pay to NASA a reasonable sum which may be expended after the expiration, revocation, or termination of this Agreement to restore the SLF to the condition required by this Agreement.
- C. SPFL is required to make payments to NASA for provision to SPFL of "Support Services," which will be reimbursed fully by SPFL in advance of any such commitments by NASA. See Exhibit E.
 - 1. SPFL agrees to reimburse NASA to carry out its responsibilities under this Agreement for the first year of **recurring services**. Included in the estimate are costs for those services anticipated to be provided by NASA KSC during the first and subsequent years of the agreement (*e.g.*, utilities, fire, and badging), including a reserve fund (\$25,000) to enable expedited processing of requests for other services within the scope of this agreement.
 - a. Normally included in recurring services are indirect costs associated with common area grounds and road maintenance which is charged as a Facility Service Charge established annually by NASA KSC based on the Center's square footage and charged to SPFL based on square footage of real property in this Agreement, excluding square footage of the runway. This fee will not be included during the period that NASA KSC is providing transition services, but will be implemented once those services are no longer being provided by NASA KSC. As the Center and SLF expand or reduce in square footage of real property, the square footage algorithms for estimated cost will be updated.
 - b. Included in the recurring services estimate is the full cost of NASA KSC provided services includes an applicable Center Management and Operations (CM&O) charge (percentage rate) established annually by the Agency. The CM&O charge covers NASA KSC's costs of maintaining and operating the municipal services at the Center.
 - c. Included in the recurring services estimate is a direct cost allocation of NASA KSC's protective services contract value specific to fire emergency response. The allocation is based on the Center's total square footage, and charged to SPFL based on square footage of real property in this Agreement. In-district support services to the SLF will be provided at no additional costs. As the Center and SLF expand or reduce in square footage of real property, the square footage algorithms for estimated cost will be updated.

2. SPFL agrees to reimburse NASA for NASA KSC to carry out its responsibilities for five (5) months of **transition services**, to be provided by NASA KSC for a period not to extend beyond September 30, 2015. Included in the estimate are costs for services required to operate and maintain the airfield (*e.g.*, airfield operations, facility maintenance, and information technology). These services will be contracted directly by SPFL to outside providers after the transition period is complete and throughout subsequent years of the agreement.
- D. SPFL agrees to provide to NASA, at no cost, flight operation services associated with landings and take-offs of NASA aircraft in accordance with Article XXXII. The non-reimbursed services are valued at \$45,045 of support labor for the first year of operation and the value to be escalated by three percent (3%) annually thereafter. NASA KSC's Technical Point of Contact will concur in advance on which NASA flight operations are to be charged against this account. SPFL shall provide a quarterly report of NASA's flight operations costs incurred. A separate contract will need to be established between the Parties for costs in excess of the non-reimbursed services amount.
- E. Payment shall be due in advance of initiation of NASA KSC's efforts on behalf of the SPFL. An initial deposit of 70%, which includes 100% of the Transition Services estimate, 100% of the Badging estimate, 100% of the Reserve Account for Miscellaneous Services estimate, and 25% of the Recurring Services estimate shall be due on the signature date of the Agreement. Subsequent quarterly payments shall be received by NASA fifteen (15) days in advance of each quarter and subject to adjustment based on an assessment of actual support services costs.
1. Subsequent years of Support Services will be estimated by NASA KSC and communicated to SPFL in advance of the Agreement signature date anniversary.
 2. Payment shall be payable to NASA 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; (2) pay.gov at www.nssc.nasa.gov/customerservice (select "Pay NASA" from the Quick Links to the left of the page); or (3) check. A check should be payable to NASA and sent to: NASA Shared Services Center; FMD – Accounts Receivable; For the Accounts of John F. Kennedy Space Center; Bldg. 1111, C Road; Stennis Space Center, MS 39529. Payment by electronic transfer (#1 or #2, above) is strongly encouraged, and payment by check is to be used only if circumstances preclude the use of electronic transfer. All payments and other communications regarding this Agreement shall reference the Center name, title, date, and number of this Agreement.
- F. NASA KSC will not provide services or incur costs beyond the existing payment. Although NASA KSC has made a good faith effort to accurately estimate its costs, it is understood that NASA provides no assurance that the proposed effort under this Agreement will be accomplished for the above estimated amount. In no event will NASA transfer any U.S. Government funds to SPFL under this Agreement. Should the effort cost more than the estimate, NASA KSC will advise SPFL as soon as possible. SPFL shall pay all costs incurred and has the option of canceling the remaining effort, or providing

additional funding in order to continue the proposed effort under the revised estimate. Should this Agreement be terminated, or the effort completed at a cost less than the agreed-to estimated cost, NASA shall account for any unspent funds within 90 days after completion of all effort under this Agreement, and promptly thereafter return any unspent funds to SPFL.

- G. 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 in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

VI. PRIORITY OF USE

A. Operations

1. SPFL will provide priority use and scheduling for major NASA and DOD operations that require access to and use of the SLF. NASA KSC and SPFL agree to consult on scheduled use of the SLF to insure minimum interference between Government priority and non-government uses of the SLF.
2. SPFL understands that the SLF is part of a buffer zone to insulate operations at KSC and the Cape Canaveral Air Force Station (CCAFS) from adversely affecting the public. The Parties agree to consult in advance on planned operations at the SLF to minimize interference between activities at the SLF and activities conducted at KSC or CCAFS. NASA KSC will take reasonable steps to accommodate operations at the SLF to minimize interference between operations at the SLF and KSC and CCAFS operations.
3. In the event that NASA exercises its right of scheduling priority, NASA KSC will make reasonable efforts to keep SPFL as close as possible to its original schedule. Should Government operations affect the schedule of SPFL's launch and reentry efforts, such action will be read against this Priority of Use Article, and such exercise does not qualify as a "preemption" under 51 U.S.C. § 50910. In the event that NASA exercises its right of scheduling priority, it will be at no cost to NASA.

B. Support Services

Provision of Support Services to SPFL by NASA KSC is based upon NASA's current understanding of the projected availability of NASA goods, services, facilities, and/or equipment. In the event that NASA's projected availability changes, SPFL shall be given reasonable notice of that change, so that its schedule may be adjusted accordingly. The Parties agree that NASA's use of the goods, services, facilities, or equipment used to provide Support Services to SPFL shall have priority over the use planned in this Agreement. Should a conflict arise, NASA KSC in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA Partners, NASA KSC, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA KSC to seek alternative Government property or services under the jurisdiction of NASA at other locations.

VII. LIABILITY AND RISK OF LOSS

A. Unilateral Waiver with Flow Down

1. SPFL hereby waives any claims against NASA, its employees, NASA's Related Entities, and employees of NASA's Related Entities for any injury to, or death of, SPFL employees or the employees of SPFL's Related Entities, or for damage to, or loss of, SPFL's property or the property of its Related Entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.
2. SPFL further agrees to extend this unilateral waiver to SPFL's Related Entities and Site Occupants by requiring them, by contract or otherwise, to waive all claims against NASA, its related entities, and employees of NASA and employees of NASA's related entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

B. Indemnity

1. To the extent permitted by law, SPFL agrees to indemnify and defend NASA against, and hold NASA harmless from, all claims, demands, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees and disbursements, caused by activities under this Agreement, except to the extent the same is caused solely by the willful misconduct of NASA. To the extent SPFL, as an instrumentality of the State of Florida, is precluded from providing the foregoing indemnification obligation, SPFL agrees to fulfill its obligation to indemnify the U.S. Government by directing, and permitting NASA to direct, any third-party claimants to file any applicable claims directly with the State of Florida in accordance with Section 768.28 of Florida Statutes and other Applicable Laws of the State of Florida.
2. The unilateral waiver, above in Section A, and indemnity requirements, in Section B, do not apply to personal injury, death, and property damage arising from NASA's flight operations of NASA-owned aircraft at the SLF.

C. Insurance for Damage to U.S. Government Property

1. SPFL shall, at no cost to NASA, maintain, or cause to be maintained, throughout the Term, insurance to cover the loss of or damage to U.S. Government property as a result of any activities conducted under this Agreement. The policy must cover the cost of replacing or repairing any U.S. Government property (real or personal) damaged as a result of any performance of this Agreement, including performance by the U.S. Government or its contractors, subcontractors, at any tier.
2. The insurance required under this subparagraph shall provide coverage in an amount acceptable to NASA. All terms and conditions in the policy shall be acceptable to NASA, and shall require thirty (30) days' notice to NASA of any cancellation or change affecting coverage. The policy shall cover all risks of loss except that it may exclude damage caused

by the U.S. Government's willful misconduct. The insurance policy shall provide that the insurer waives its right as a subrogee against U.S. Government contractors, subcontractors at any tier for damage.

3. An insurance policy or policies, the terms and conditions of which are reviewed and approved by NASA, at least annually, based on planned operations of SPFL, or an agreement on an alternative method of protection, is a condition precedent to SPFL's access to or use of U.S. Government property or U.S. Government services under this Agreement. This annual review will result in the agreed upon insurance requirements to be memorialized and signed by the Parties and attached as Exhibit J to this Agreement.
4. In the event SPFL is unable to obtain insurance coverage required above, the Parties agree to consider, subject to review, approval and agreement by NASA, alternative methods of protecting U.S. Government property (*e.g.*, by acceptable self-insurance or purchase of an appropriate bond).
5. In the event U.S. Government property is damaged as a result of activities conducted under this Agreement, SPFL (whether as an insured loss payee or under an alternate protection method) shall be solely responsible for the repair and restoration of such property subject to NASA direction. SPFL's liability for such repair and restoration shall not exceed the agreed insurance amounts or other protection method limits.

D. Insurance Protecting Third Parties

1. SPFL shall, at no cost to NASA, maintain throughout the Term, insurance protecting the U.S. Government and U.S. Government contractors and subcontractors, at any tier, from any liability as a result of any activities conducted under this Agreement, resulting in damage to:
 - a. SPFL's employees or agents; and
 - b. Third parties, including U.S. Government employees, and U.S. Government contractor and subcontractor employees.
2. The insurance required under this subparagraph shall provide coverage in an amount acceptable to NASA. All terms and conditions in the policy shall be acceptable to NASA, and shall require thirty (30) days' notice to NASA of any cancellation or change affecting coverage. The policy shall cover all risks of loss except that it may exclude damage caused by the U.S. Government's willful misconduct. The insurance policy shall provide that the insurer waives its right as a subrogee against U.S. Government contractors, subcontractors, or related entities for damage.
3. An insurance policy or policies, the terms and conditions of which are reviewed and approved by NASA, at least annually, based on planned operations of SPFL, or an agreement on an alternative method of protection, is a condition precedent to SPFL's access to or use of U.S. Government property or U.S. Government services under this Agreement. This annual review will result in the agreed upon insurance requirements to be memorialized and signed by the Parties and attached as Exhibit J to this Agreement.

4. SPFL's insurance obtained pursuant to this section shall not be the exclusive recourse of the U.S. Government in the event liability exceeds the amount of coverage. The U.S. Government reserves the right to bring an action against any responsible party for liability incurred by the U.S. Government under domestic or international law.
5. Each Party agrees to cooperate with the other in obtaining any information, data, reports, contracts, and similar materials in connection with the presentation or defense of any claim by either Party under any policy of insurance purchased to meet the requirements of this Article. If the U.S. Government takes control of the defense of its interests, which would otherwise have been within SPFL's responsibility as established in this Article without the concurrence of SPFL, SPFL shall be released from any liability to the U.S. Government on account of the claim.

E. Insurance for Damage to SPFL Improvements

SPFL shall, at no cost to NASA, maintain throughout the Term, insurance to protecting against loss or damage to Improvements of SPFL or SPFL's Related Entities as a result of any activities conducted under this Agreement to the extent such improvements are reasonably required by NASA to conduct U.S. Government activities in the future.

F. Amount of Insurance

1. Prior to access to the SLF and at all times during the Term, SPFL shall maintain adequate insurance for damage to U.S. Government property, Third Parties, and SPFL Improvements. Exhibit J, which will be updated at least annually through good-faith negotiations between the Parties, will identify SPFL's planned activities and insurance requirements determined necessary or appropriate by the Parties based on the risks to U.S. Government Property, Third Parties, and SPFL Improvements reasonably required by NASA to conduct U.S. Government activities. It is anticipated that as SPFL's management and operation of the SLF includes a greater number of activities, adequate levels of insurance for SPFL will increase. It is SPFL's responsibility to demonstrate through its existing policies that it has met or exceeded its insurance requirements as updated annually. SPFL shall provide to NASA certificates of insurance, and associated policies, evidencing the insurance required thereunder within a reasonable time before SPFL begins to use U.S. Government property or Government services. SPFL shall personally deliver, or send by registered or certified mail, postage prepaid, two copies of such insurance policy(ies), or any modifications or amendments, to NASA at the following address:

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

2. If SPFL fails to obtain or maintain the insurance coverage agreed to by the Parties (see Exhibit J), NASA will issue a Cease and Desist Commercial Space Activities Notice to SPFL requiring SPFL to cease all operations at the SLF. SPFL shall comply with the notice

until proof of insurance coverage is provided to NASA. Non-compliance with the Notice may be grounds for termination (see Article XIV, paragraph B.10).

G. Multiple Policies

Insurance protecting damage to U.S. Government Property, Third Parties, and SPFL Improvements reasonably required by NASA to conduct U.S. Government activities may include coverage under several different policies, as long as SPFL can demonstrate it has met NASA's requirement for each type of coverage.

H. Additional Insurance Requirements

1. All insurance and all renewals shall be issued by companies with a rating of at least "A-" "VIII" (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 acceptable to NASA) and be licensed to do and doing business in Florida.
2. 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.
3. 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 SPFL's obligation to maintain such insurance.
4. To the extent SPFL decides to pursue an operator's license with the Federal Aviation Administration (FAA), the granting of such license does not relieve SPFL of any obligations under this Article or this Agreement.
5. SPFL agrees that all proceeds of insurance required for NASA protection and obtained by or under the control of SPFL shall first be applied to satisfy SPFL's obligations to the Government under this Agreement.

VIII. INTELLECTUAL PROPERTY RIGHTS – DATA RIGHTS

A. General

1. "Related Entity" as used in this Data Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or SPFL that is assigned, tasked, or contracted to perform activities under this Agreement.
2. "Data," means recorded information, regardless of form, the media on which it is recorded, or the method of recording.
3. "Proprietary Data," means Data embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the Data is:

- a. Known or available from other sources without restriction;
 - b. Known, possessed, or developed independently, and without reference to the Proprietary Data;
 - c. Made available by the owners to others without restriction; or
 - d. Required by law or court order to be disclosed.
4. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.
 5. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in C. above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.
 6. The Parties will not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.
 7. If the Parties exchange Data having a notice that the Receiving Party deems is ambiguous or unauthorized, the Receiving Party shall tell the Providing Party. If the notice indicates a restriction, the Receiving Party shall protect the Data under this Article unless otherwise directed in writing by the Providing Party.
 8. The Data rights herein apply to the employees and Related Entities of SPFL. SPFL shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.
 9. Disclaimer of Liability: NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice under paragraphs 1C. or 2. of this Article or for Data SPFL gives, or is required to give, the Government without restriction.
- B. Data First Produced by SPFL Under this Agreement**
- If Data first produced by SPFL or its Related Entities under this Agreement is given to NASA, and the Data is Proprietary Data, and it includes a restrictive notice, NASA will use reasonable efforts to protect it. The Data will be disclosed and used (under suitable protective conditions) only for Government purposes.
- C. Data First Produced by NASA Under this Agreement**
- If SPFL requests that Data first produced by NASA under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from SPFL, NASA will use reasonable efforts to mark it with a restrictive notice and protect it for two (2) years after its development. During this restricted period the Data may be disclosed and used (under suitable protective conditions) for Government purposes only, and thereafter for any purpose. SPFL must not disclose the Data without NASA's written approval during the restricted period. The restrictions placed on NASA do not apply to Data disclosing a NASA-owned invention for which patent protection is being considered.
- D. Publication of Results**

The National Aeronautics and Space Act, 51 U.S.C. § 20112, requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof. As such, NASA may publish unclassified and non-Proprietary Data resulting from work performed under this Agreement. The Parties will coordinate publication of results allowing a reasonable time to review and comment.

E. Data Disclosing an Invention

If the Parties exchange Data disclosing an invention for which patent protection is being considered, and the furnishing Party identifies the Data as such when providing it to the Receiving Party, the Receiving Party shall withhold it from public disclosure for a reasonable time (one (1) year unless otherwise agreed or the Data is restricted for a longer period herein).

F. Copyright

Data exchanged with a copyright notice and no indication of restriction under paragraphs 1.C., 2, or 3 of this Article (*i.e.*, Data has no restrictive notice) is presumed to be published. The following royalty-free licenses apply:

1. If indicated on the Data that it was produced outside of this Agreement, it may be reproduced, distributed, and used to prepare derivative works only for carrying out the Receiving Party's responsibilities under this Agreement.
2. Data without the indication of 6.A. is presumed to be first produced under this Agreement. Except as otherwise provided in paragraph 5. of this Article, and in the Inventions and Patent Rights Article of this Agreement for protection of reported inventions, the Data may be reproduced, distributed, and used to prepare derivative works for any purpose.

G. Data Subject to Export Control

Whether or not marked, technical data subject to the export laws and regulations of the United States provided to SPFL under this Agreement must not be given to foreign persons or transmitted outside the United States without proper Government authorization.

IX. USE OF NASA NAME AND EMBLEMS

A. NASA Name and Initials

SPFL 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 Article X, "Release of General Information to the Public and Media," SPFL 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 Laws and policy governing the use of the NASA name and initials.

B. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 51 U.S.C § 20141 and 14 C.F.R. Part 1221. SPFL 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

- A. NASA or SPFL may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.
- B. When SPFL invites specific media to the SLF, SPFL's Public Affairs POC will advise NASA KSC Public Affairs POC of the visit at least two (2) business days prior to the visit for US citizens and at least ten (10) business days prior to the visit for foreign nationals in order to coordinate the visit details which involve badging of the media crew by SPFL and for the Public Affairs POC to obtain a Media Escort placard to escort the media to the SLF. This placard will only allow access to the SLF 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 NASA KSC Public Affairs POC. SPFL shall make NASA Public Affairs POC aware of any stories to appear in the media, web or social media in advance of publication or broadcast. SPFL may provide for internal communications to their employees, and is encouraged to distribute to their employees all NASA communications to the workforce. SPFL shall follow all NASA policies and procedures (e.g., KNPR1600.1, KDP-KSC-P-3722, and KDP-KSC-P-3717) for badging Foreign National Media.
- C. Neither NASA nor SPFL is permitted to release information about ongoing operations for any proprietary or classified government programs without the written consent of those program officials.

XI. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither the government nor its Related Entities shall be liable for special, consequential or incidental damages attributed to such equipment,

facilities, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

XII. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of services or facilities under this Agreement does not constitute endorsement by NASA. SPFL agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of SPFL resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

XIII. COMPLIANCE WITH LAWS AND REGULATIONS

- A. The Parties shall comply with all Applicable Laws and regulations including, but not limited to, occupational health; safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by SPFL to NASA KSC 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:
1. 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, the SPFL 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.
 2. SPFL 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 KSC and where the foreign person will have access to export-controlled technical data or software.
 3. SPFL will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.
 4. SPFL will be responsible for ensuring that the provisions of this Article XIII, "Compliance with Laws and Regulations" apply to its Related Entities.
- C. With respect to suspension and debarment requirements:
1. SPFL 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.

2. SPFL shall include language and requirements equivalent to those set forth in subparagraph (C)(1), above, in any lower-tier covered transaction entered into under this Agreement.
- D. If the scope of work to be performed by SPFL at the SLF to accommodate their use is determined to be subject to the requirements of the Davis-Bacon Act, SPFL and its Related Entities shall comply with all wage determinations and other applicable provisions.

XIV. RIGHT TO TERMINATE, EVENTS OF DEFAULT, REMEDIES

- A. Termination by Mutual Consent. This Agreement may be terminated at any time upon mutual written consent of both Parties.
- B. Default by SPFL. The occurrence of one (1) or more of the following Events of Default shall constitute a breach of this Agreement by SPFL:
 1. SPFL fails to pay any money or charge payable by SPFL under any provision of this Agreement and such failure continues for more than thirty (30) days after NASA KSC gives written notice to SPFL that such amount is due and unpaid;
 2. SPFL fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by SPFL as and when performance or observance is due and such failure or breach continues for more than ninety (90) days after NASA KSC gives written notice thereof to SPFL; 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 SPFL 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
 3. SPFL (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 in bankruptcy or other officer with similar powers with respect to the financial affairs of SPFL or of any substantial part of SPFL's property; or
 4. Without consent by SPFL, 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 SPFL or with respect to any substantial part of SPFL'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 SPFL; or

5. This Agreement or any estate of SPFL hereunder is levied upon under any attachment or execution and such attachment or execution is not vacated within ninety (90) days; or
 6. SPFL (i) fails to obtain or comply with the terms of any DOT/FAA licenses required or (ii) violates any term or condition of any environmental or other Government permit or license and such failure or violation continues for more than ninety (90) days after NASA KSC gives written notice thereof to SPFL. For purposes of this Event of Default, SPFL shall promptly notify NASA KSC if and when SPFL receives notice, whether from DOT/FAA or any other governmental agency with regulatory jurisdiction over the SLF, alleging that SPFL is in violation of a term of a required DOT/FAA license or term or condition of an environmental permit or license pertinent to the operation and management of the SLF; or
 7. SPFL voluntarily abandons or discontinues Commercial Space Activities at the SLF, and shows no evidence that it will resume its activities within a reasonable period of time, provided, however, that suspension of operations by SPFL during a strike or work stoppage by its employees shall not be considered voluntary abandonment or discontinuance of operations; or
 8. SPFL abandons the SLF, and shows no evidence that it will reoccupy the SLF and resume its activities with a reasonable period of time; or
 9. SPFL has failed to conduct its activities in a safe manner, and such failure continues for more than seventy-two (72) hours after NASA KSC gives written notice thereof to SPFL.
 10. SPFL violates a Cease and Desist Commercial Space Activities Notice (see Article VII, paragraph F.2) from NASA. NASA will provide written notice to SPFL, and SPFL shall have five (5) days in which to return to compliance with the Notice, or provide proof that sufficient insurance has been obtained.
- C. 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 SPFL and, on the date specified in such notice, SPFL'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 SLF. In addition, NASA shall have the right to recover from SPFL all unpaid costs, which had accrued at the time of termination pursuant to Article V, "Financial Obligations."
- D. Continuation. If an Event of Default occurs, this Agreement shall continue in effect for so long as NASA does not terminate SPFL'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 SLF or the appointment of a receiver upon initiative of NASA KSC to protect NASA's interest under this Agreement shall not constitute a termination of SPFL's right to possession unless written notice of termination is given by NASA KSC to SPFL.
- E. Remedies Cumulative. Upon the occurrence of an Event of Default, NASA KSC 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 SLF by SPFL, either by agreement or by operation of law.

- F. **SPFL's Primary Duty.** All agreements and covenants to be performed or observed by SPFL under this Agreement shall be at SPFL's sole cost and expense and without any offset to amounts which may be payable to NASA.
- G. **NASA Default.** If NASA defaults on its responsibilities as stated in Article III of this Agreement, or fails to perform or breaches any other agreement or covenant of this agreement for reasons other than Force Majeure as defined in paragraph H.1, below, SPFL shall give written notice to NASA KSC specifying such default with particularity, and NASA shall have thirty (90) days after receipt of such notice within which to cure such default. In the event of any default by NASA, SPFL's exclusive remedy shall be an action for damages or for specific performance, mandamus, injunction, or other equitable remedy, or for both. In addition to seeking such a judicial remedy or remedies, SPFL may terminate this agreement.
- H. **Unilateral Termination by NASA; Force Majeure.**
 - 1. 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 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.
 - 2. In the event of termination for reasons given above, NASA KSC 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 SPFL for that purpose. This Article is not intended to limit or govern the right of NASA or SPFL, in accordance with law, to terminate its performance under this Agreement, in whole or in part, for SPFL's or NASA's breach of a provision in this Agreement.
 - 3. Despite the occurrence of any of the conditions delineated above, the Government may elect not to terminate this Agreement immediately. Any such election shall not constitute a waiver of any right of the Government hereunder nor shall it preclude the Government 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 SPFL, its Related Entities, or Site Occupants as a result of the termination by NASA.
- I. **Unilateral Termination by SPFL.** SPFL may terminate this agreement as follows:

1. Without cause, but only after written notice of its intent to terminate is delivered to NASA KSC at the earliest possible date, and in any event not later than ninety (90) days prior to the date of termination; or
2. Upon failure of appropriation of funding sufficient, in SPFL's reasonable discretion, to continue operation and maintenance of the SLF, but only after written notice of its intent to terminate is delivered to NASA KSC at the earliest possible date, and in any event not later than sixty (60) days prior to the date of termination; or
3. Upon acts of God or public enemy, but only after written notice of its intent to terminate is delivered to NASA KSC at the earliest possible date, and in any event not later than sixty (60) days prior to the date of termination.

XV. 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.

XVI. POINTS OF CONTACT

The Agreement POCs 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 designated POCs (*e.g.*, Business, Technical, Public Affairs) identified in Exhibit I. The primary objective of these POCs is to ensure efficient and effective coordination of the actions required per this Agreement with specific NASA KSC 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 POCs and shall provide appropriate and timely written notification when such changes occur.

XVII. DISPUTE RESOLUTION

Except as otherwise provided in Article VI, "Priority of Use," Article VIII, "Intellectual Property Rights" (for those activities governed by 37 C.F.R. Part 404), 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 Business POC. The persons identified as the Business POC for NASA KSC and SPFL 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 XVIII, "Dispute Resolution" limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

XVIII. SAFETY

- A. SPFL shall comply with Kennedy NASA Procedural Requirements (KNPR) 8715.3-3, KSC Safety Procedural Requirements for SPFL Organization's Operating in Exclusive-Use Facilities, with the tailored version of KNPR 8715.3-3 Chapter 7 replacing Chapter 7 of the KNPR. It is SPFL's responsibility to assess all its Related Entities and Site Occupants for compliance to KNPR 8715.3-3.
- B. SPFL shall comply with the tailored version of KNPR 8715.3 - 3, Chapter 7 Mishaps and Close Calls as follows:
1. KSC-Reportable Mishaps are unplanned events arising from the acts or omissions of a SPFL or its employees, agents, Related Entities, SLF Site Occupants, or invited guests that result in at least one of the following:
 - The death of an individual.
 - Injury or illness to any individual that is not employed by the SPFL or its agents, Related Entities, SLF Site Occupants, or invited guests.
 - Damage to property outside the SPFL's defined area.
 - High visibility or high public interest event, including events that could bring OSHA or media attention to NASA.
 - a. SPFL shall report all KSC-Reportable Mishaps to NASA KSC, within a reasonable time upon the event being known (after appropriate emergency/medical response is notified and prior to the notification of OSHA) by telephoning the NASA KSC Center Safety Office at 321-867-7233 (321-867-SAFE) and by notifying the appropriate NASA POC(s) as identified in the Agreement.
 - b. SPFL will support the safety culture at KSC, and report any unsafe activity, condition, event, or source of danger that they observe at KSC to the NASA KSC Center Safety Office.

- c. If SPFL conducts an independent mishap investigation, the SPFL shall provide a copy of the final mishap report to the appropriate NASA KSC POC(s) as identified in the Agreement.
3. For KSC-Reportable Mishaps that involve at least one of the following:
 - Death, injury or illness of a NASA employee/NASA Related Entity employee.
 - Damage to NASA real or personal property inside the SPFL's defined area that has not been "loaned/permited" to the SPFL.
 - Damage to property outside the SPFL's defined area and within KSC property.
 - a. NASA KSC S&MA reserves the right to investigate (which may include an interim investigation response, data and artifact impoundment, and control of the scene) in accordance with Center policies and procedures. SPFL shall cooperate in any such investigation.
 - b. SPFL shall report any close call ("near miss") to the appropriate NASA KSC POC(s) as identified in the Agreement and the NASA KSC Center Safety Office.
- C. SPFL will follow a tailored version of NPR 8715.5, Range Flight Safety Program Requirements. The tailoring process will be where SPFL and NASA KSC S&MA review and jointly document applicable requirements and responsibilities for SLF operations based on the terms below:
1. All FAA Licensed Commercial Launch Operations will be conducted in accordance with KCA-4394 MOU between 45th Space Wing and NASA KSC on Enabling Range Flight Safety Services for FAA Licensed Launch Operations from KSC.
 2. SPFL will be responsible for ensuring risk analysis is performed for all flight activities occurring at the SLF (excluding conventional piloted aircraft). SPFL shall provide the risk analysis and NASA facility impact probabilities to NASA KSC for Class C and D activities as defined in Exhibit H.
 3. NASA KSC will be responsible for reviewing and verifying all provided data, and verifying all risk to NASA personnel and property is acceptable. NASA KSC will provide the results of their analysis to SPFL. Flight activities will not occur for Class C and D activity, as defined in Exhibit H), until NASA KSC has deemed the risk to NASA personnel and property is acceptable.

XIX. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and SPFL. The exhibits to this Agreement may be added to, updated or removed after written approval by both NASA KSC and SPFL's respective Business POCs identified in this Agreement.

XX. ASSIGNMENT

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

XXI. PARTNER OCCUPANTS

- A. SPFL agrees that NASA has a Government mission safety, security, and property ownership interest in the SLF Site Occupants that SPFL allows, pursuant to its rights under this Agreement, to develop, construct, and occupy sites at the SLF and engage in any of the permitted activities identified above. To address this interest and provide a mechanism for NASA to have prior knowledge and participation in the due diligence and selection of prospective SLF Site Occupants, SPFL will use the following process to engage NASA KSC Center Management (and prior to submitting, if applicable, the associated Commercial Aerospace 1509 Template (hereinafter “1509 Template”)) for anticipated capital improvements:
1. SPFL shall follow its internal due diligence process, as required in Florida Statutes 331.310, for evaluating and reviewing any prospective SLF Site Occupants for financial responsibility and business case viability; technical and management capabilities to execute program or project; background investigation of past experience and performance; and other relevant factors to support a SPFL decision on entering into a contractual relationship with the prospect.
 2. As an element of its due diligence process with respect to prospective SLF Site Occupants, SPFL will seek and incorporate NASA’s knowledge, experience, and any reservations or concerns regarding an SLF Site Occupant prospect and/or the specific activities proposed to be carried out by that prospect. NASA’s reservations or concerns will be based on the following considerations:
 - a. Whether the prospective SLF Site Occupant’s business or other activities is consistent with NASA’s mission;
 - b. Whether the prospective SLF Site Occupant have the relevant experience to use the SLF for any such Commercial Space Activities in a safe manner;
 - c. Whether the prospective SLF Site Occupant comprises a security risk to the United States;
 - d. Whether the prospective SLF Site Occupant listed on the General Service Administration's List of Parties Excluded from Federal Procurement and Non-procurement Programs; and
 - e. Whether the prospective SLF Site Occupant poses an undue risk to NASA personnel or property.

SPFL will respond to any such input, and if none, will still advise NASA of the summary results of its due diligence process prior to executing any SLF Site Occupant agreement and submitting, if applicable, the associated 1509 Template for capital improvements.

3. To ensure NASA situational awareness of anticipated SLF Site Occupant prospects, timely SPFL awareness of any relevant NASA information that should be factored into the SPFL due diligence process, and provide for the earliest opportunity for NASA to comment on SPFL plans and opportunities for SLF Site Occupants, the parties agree to regular senior-level, confidential information exchanges to discuss potential or pending opportunities and operations. These meetings shall be scheduled to occur no less than bi-monthly, with participation limited to the senior leadership, nominally the NASA KSC Director and/or Deputy Director, and the Space Florida President and CEO and/or the Space Florida COO.
- B. The above described process and procedure notwithstanding, SPFL shall not enter into any SLF Site Occupant agreement with an entity which is known or discovered to be (1) owned, controlled, or otherwise associated with any entity recognized as a security threat to the United States; (2) any entity listed on the General Service Administration's List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- C. SPFL shall ensure that all appropriate and applicable environmental, liability, and insurance and other provisions are included in any SLF Site Occupant agreements, as well as any agreements with any of its Related Entities, taking into account the activity contemplated by the parties in each agreement.

XXII. 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.

XXIII. 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.

XXIV. RIGHTS OF COMMERCE AT THE SLF AND PAYMENT OF APPLICABLE TAXES

- A. Pursuant to the purposes of this Agreement, SPFL shall have the exclusive right to conduct, or allow others to conduct on such terms as it may negotiate, all revenue-generating activities associated with or related to the uses permitted by this Agreement. These revenue-generating activities (collectively the "Rights of Commerce") include but are not

necessarily limited to the commerce resulting from the offering and performance of the following services:

1. Permitting of SLF sites and facilities
 2. Construction of improvements upon sites to meet SLF Site Occupant requirements;
 3. Provision of fuel and propellant commodities;
 4. Provision of concession services for employees, Site Occupants and visitors
 5. Charging and collecting landing and/or range user fees;
 6. Charging parking fees, and user/Occupant fees for utilities and support services;
 7. Provision of any other services normal and customary to airport or spaceport operations.
- B. SPFL shall have the right to re-designate the SLF as it deems necessary and appropriate to the purposes of this Agreement, and to brand as a SPFL trademark or service mark the facility as an operating component of the Cape Canaveral Spaceport. SPFL shall have the right to develop, produce, and control all marketing and collateral materials offering facilities and services, or describing the capabilities of, the SLF.
- C. Notwithstanding SPFL's tax-immune status as a political subdivision of the State of Florida, SPFL shall pay, or require and obligate the appropriate Related Entities and SLF Site Occupants to 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 SPFL (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 SLF or any part thereof or any Improvements constructed thereon. SPFL 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 SPFL shall bear all expenses in pursuing such contest or proceeding. If a determination is made that local ad valorem taxes are assessable for Improvements constructed upon the SLF, NASA KSC will cooperate with SPFL to minimize any resulting duplication of services or fees.
- D. Notwithstanding the requirements of section C above, SPFL may pursuant to its statutory authorities establish fees, charges, assessments, and other forms of payment related to its cost of providing facilities or services for all users of the SLF, as applied in terms and conditions of SLF Occupant and user agreements entered into by and between SPFL and individual user organizations.

XXV. Property - General

- A. NASA retains accountability for, and title to, the SLF. Any personal property and Improvements by SPFL shall be deemed the property of SPFL, title to which shall remain with SPFL. Any personal property and Improvements by a SLF Site Occupant pursuant to an agreement entered into between SPFL and the SLF Site Occupant shall be deemed the property of the SLF Site Occupant, title to which shall remain with the SLF Site Occupant. NASA hereby acknowledges and agrees that SPFL may grant to a lender or the provider of such property installed on the SLF, a security interest in the personal property and Improvements owned by SPFL or an SPFL Site Occupant as long as such security interest does not create any lien or encumbrance of any kind whatsoever upon the SLF or any other property, real or personal, of NASA.
- B. Except for those facilities proposed by SPFL and approved by NASA KSC for demolition in accordance with Article XXVI, SPFL shall be responsible for the Operations and Maintenance (O&M) of the SLF identified in Exhibit A, section A.2 (A), to industry standards for the entire Term. SPFL shall at all times during the Term and at SPFL's sole cost and expense, operate, maintain, repair and bring up to operating condition all facilities that SPFL is using for its operations, and maintain other "unused" facilities transferred to SPFL's responsibility pursuant to this Agreement in a safe, while also ensuring the safety of any personnel working in proximity to those unused facilities. SPFL shall have no responsibility for the operation, maintenance, repair, or for ensuring the safe condition of, any of the NASA KSC Operated and Maintained facilities (Exhibit A, section A.2 (B)) whether in active use or "unused" or for the facilities identified as NASA Mothballed/Abandoned. SPFL is also financially responsible for all consumables and materials required for the O&M of the SLF. SPFL shall ensure that the SLF retains its functionality for the enumerated Commercial Space Activities identified in this Agreement, for its entire Term.
- C. Except for any lien or encumbrance that may attach to the personal property and Improvements owned by SPFL and installed at the SLF pursuant to this Agreement, SPFL shall keep the SLF free from mechanics', materialmen's, and all other liens arising out of any work performed, labor supplied, materials furnished, or other obligations incurred by SPFL. SPFL shall promptly and fully pay and discharge all claims on which any such lien could be based. SPFL shall have the right to contest the amount or validity of any such lien, provided SPFL gives prior written notice of such contest to NASA KSC, prosecutes such contest by appropriate proceedings in good faith and with diligence, and upon request by NASA KSC, furnishes such bond as may be required by law or such security as NASA KSC may require to protect the SLF from such lien. NASA shall have the right to post and keep posted on the SLF any notices that may be provided by law or which NASA may deem to be proper for the protection of NASA and the SLF from such liens and to take any other action NASA deems necessary to remove or discharge liens or encumbrances at the expense of SPFL.
- D. SPFL is responsible for its own telephone (including coordinating the correct routing of 911 calls) and networking requirements within the SLF demarcation points with the

exception of elevator phones. No connection will be granted to NASA KSC network services.

- E. Due to common connectivity between the SLF and LC-39 Area, and other interdependencies beyond the SLF demarcation points, NASA KSC will be responsible for a portion of the operations and maintenance of certain facility sub-systems contained within the SLF demarcation points (Exhibit C). The demarcation points are where NASA KSC operations and maintenance responsibilities end and SPFL operations and maintenance responsibilities begin.
- F. SPFL shall participate in the annual NASA Deferred Maintenance Assessment performed by NASA KSC. This will consist of a site visit by NASA KSC personnel and dialogue with the SPFL Technical POC to discuss maintenance requirements.
- G. SPFL shall be responsible to operate and maintain any FAA required aircraft avoidance lighting within the SLF.
- H. In addition to maintaining a current Federal Communications Commission station license, SPFL and Occupants shall obtain a NASA 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.
- I. To ensure compatibility with the NASA KSC RF environment, the SPFL and SLF Site Occupants shall obtain an RF Transmitter Permit from the NASA 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.
- J. Use of ionizing or nonionizing radiation sources on NASA KSC shall be in compliance with KNPR 1860.1 and KNPR 1860.2 and coordinated with Industrial Health through the NASA KSC Technical POC.
- K. Any NASA KSC operated and maintained real property (identified in Exhibit A.) lost, damaged or destroyed by SPFL incident to SPFL's use and occupation of the SLF shall be promptly repaired or replaced by SPFL to the condition it was prior to said loss, damage, unauthorized modification, or destruction, as reasonably determined by NASA KSC. If SPFL shall fail or refuse to repair or replace property that is lost, damaged, modified without authorization, or destroyed by SPFL incident to SPFL's use and occupation of the SLF, SPFL shall, if so required by NASA KSC, reimburse to NASA money in an amount sufficient to compensate for the loss sustained by NASA by reason of the loss, damage, unauthorized modification, or destruction of any portion of the SLF. SPFL shall not be responsible for repair of damage to NASA KSC Maintained Real Property as defined in Exhibit A.2B that is lost, damaged, destroyed, or modified without authorization incident to NASA's own use, the use by any party authorized directly by NASA to use or occupy the NASA Maintained Real Property; or incident to the use of the SLF by NASA aircraft, spacecraft, or test vehicles; or incident to a natural event, act of war, or as the result of a government-directed activity outside of SPFL's control (e.g., USFWS prescribed burns in the SLF area).

XXVI. DESIGN, CONSTRUCTION, AND OWNERSHIP OF FACILITY IMPROVEMENTS

- A. Facilities Design and Construction. SPFL shall require the design and construction of all facilities to be in compliance with all applicable local, state, and Federal laws and regulations, including Chapter 373, Florida Statutes; and in conformance to the latest edition of the Florida Building Code and other design and construction standards adopted by the State, and in effect prior to the start of design. SPFL shall provide to NASA-KSC all facility and facility value data as may be required for NASA KSC to comply with NASA project approval and real property reporting purposes. SPFL shall maintain all specifications and design drawings, and a complete set of as-built drawings for each facility Improvement completed, and shall provide access to such documentation or copies if requested by NASA KSC for its retention and property records.
- B. Project Approval. Prior to commencing the design and construction of an Improvement upon the SLF, or to existing SLF facilities and infrastructure, SPFL must first submit and obtain NASA KSC's written concurrence to proceed with the planned Improvement by submitting a completed 1509 Template describing any improvement equal to or greater than \$100,000 (Exhibit F). This template is used by NASA KSC to complete the "Facility Project – Brief Project Document" (NASA Form 1509), and "Facility Project Cost Estimate" (NASA Form 1510).
- C. Project Coordination. SPFL shall coordinate with NASA KSC in the early planning phase of any proposed facility 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 assigned facilities, and shall establish a design and construction coordination process to notify NASA KSC of significant changes during design and construction that affect configuration or safety of upstream utility services (unless SPFL opts to obtain utilities from a commercial or non-government source). NASA KSC will serve as the utility services provider for SPFL and will perform any utility modifications on the NASA KSC side of the negotiated interface points (e.g., expansion, safing, and re-configuration) on a cost reimbursable basis consistent with the terms of Article V, "Financial Obligations." Demarcation (isolation) points and/or interface points for affected utilities are captured in Exhibit C to this Agreement. SPFL shall follow NASA policies and procedures 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.
- D. SPFL Design Review and Approval/Construction Inspection. SPFL will be responsible for the preparation and publication of an SLF Design Standards and Utility Interface Requirements Handbook to ensure the consistent and compatible design of all future SLF improvements regardless of owner/builder. SPFL will provide NASA KSC with an opportunity to review and comment on the Handbook prior to its finalization. The

standards shall include architectural standards, building identification and labelling standards, signage standards, sustainability standards, and standards for utility interfaces. SPFL will be responsible for obtaining independent design review for compliance with the adopted standards and Florida Building Code, and for independent construction inspection for conformity with applicable standards and codes. SPFL will provide NASA KSC with copies of all inspection reports, as well as the disposition of any comments on those reports. The SLF design standards shall include the following NASA standards or equivalent:

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.
3. To meet the intent of NASA sustainability standards and design requirements intended to conserve energy, water, and other renewable and non-renewable resources, SPFL will incorporate into the SLF design standards State-adopted sustainability standards based on one of the ratings systems State agencies are required to use one of the sustainable rating systems approved in section 255.253, Florida Statutes as determined to be most applicable to the Improvements contemplated for the SLF. The selected, applicable standard will be identified in the submitted 1509 Template.

Once finalized, the Parties will incorporate the Handbook as an exhibit to this Agreement.

- E. NASA Design Review and Approval/Construction Inspection. Except as otherwise provided with respect to permanent improvements to NASA's real property, NASA KSC's design review and approval, and inspection of construction, shall be required only for the determination of fire protection requirements code compliance of SLF site infrastructure and building construction as necessary to support a certification of occupancy by the AHJ. At NASA's sole discretion, the Authority Having Jurisdiction (AHJ) may use NASA Related Entities to perform design review for code compliance and inspect construction to support the issuance by the AHJ of a certification of occupancy. Design documents shall be provided for AHJ review and comment at up to three design review intervals in order for any NASA KSC concerns to be identified in a timely manner.

In addition, any permanent improvements which must be made to NASA's real property as defined in this Article (i.e., Improvements that will not be removed pursuant to the terms of this Agreement) will require NASA KSC review and approval of final design drawings and specifications to be utilized for facility construction and modification. For all Improvements, SPFL 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, SPFL shall provide appropriate configuration control to ensure as-built documentation is maintained current throughout the life of the

Agreement. SPFL shall coordinate with the NASA KSC AHJ for approval of Certificate of Occupancy or its equivalent, and shall not occupy, utilize or operate facilities impacted by the construction without said approval.

A listing of the facility systems located at the SLF is provided in Exhibit A. On an annual basis, SPFL shall updated this list and provide the update to the NASA KSC Business POC. SPFL shall develop and maintain a configuration management system to ensure facility systems configuration changes are recorded and tracked over the life of this Agreement.

- F. **Removal of Real Property.** The NASA KSC Real Property Accountable Officer (RPAO) will provide to the SPFL an inventory of all NASA facilities and collateral equipment at the SLF, and will conduct a tri-annual real property inventory inspection of said facilities and collateral equipment to ensure that it is being properly used and accounted for throughout the Term. SPFL shall protect and maintain the all property at the SLF assigned to SPFL. SPFL agrees to submit to the NASA KSC RPAO, through the NASA KSC Business 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 at the SLF. The RPAO will prepare the necessary paperwork (*e.g.*, NASA Form 1046, Transfer and/or Notification of Acceptance of Accountability of Real Property) to properly dispose of the collateral equipment and to remove it from NASA KSC's real property inventory, and will make the required notifications to NASA Headquarters and the General Services Administration regarding any facilities to be demolished, consistent with the terms of the Agreement.

Except as otherwise agreed to in advance by NASA as stipulated below, any removed collateral equipment or recyclable salvaged or scrap materials shall be disposed of through the NASA KSC property disposal process, as directed by NASA KSC and in accordance with the Code of Federal Regulations, Federal Acquisition Regulations, the Export Control Act, and NASA KSC environmental requirements. SPFL shall make arrangements with the NASA KSC Property Disposal Officer, through the NASA KSC Business POC for delivery of those materials or collateral equipment.

Upon advance approval by NASA KSC, it may be possible for the recycled value of such salvageable collateral equipment or scrap materials to be used to help offset the cost of demolition, but in no case will SPFL be permitted to recover scrap or salvage value in excess of actual demolition or removal costs. This salvage offset, which would require a transfer of title to Government property, is only authorized under a federal contract (*i.e.*, Federal Acquisition Regulation [FAR] procurement) for demolition services. Therefore, any such agreement would be in compliance with the FAR and all other Applicable Laws and regulations, and accomplished via a separate contract between NASA and SPFL for demolition of specified real property assets. This contract must be executed before the associated facility Improvements project is approved by NASA KSC.

If SPFL desires to pursue a contract for demolition, SPFL shall indicate on the 1509 Template whether the estimated cost of any planned demolition or removal work includes offsetting scrap or salvage value for any SPFL assigned facilities, facility systems, or collateral equipment; and shall separately document the total estimated net cost of the

demolition or removal activity, along with the specific property and associated scrap value used to offset that cost. Finally, the actual demolition costs and associated salvage offset values shall be reported to NASA KSC upon completion of the applicable demolition activity.

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

- G. Meters. SPFL agrees to install revenue grade meters for utilities (*e.g.*, power and water) as well as meters for commodities (*e.g.*, GN2 and GHe) on any new facilities and existing facilities requiring meters. SPFL shall obtain NASA KSC's approval of the design for any such meter install. NASA KSC will inspect the installation as well as perform periodic inspections to validate that the meter is reading properly.
- H. Any NASA real property (See Exhibit A) that will no longer be of use to the SPFL, shall be deemed "Inactive" and placed in a mothballed, abandoned, or stand-by status. SPFL will take the necessary actions to place the facilities in the inactive state. SPFL shall continue to be responsible for keeping the assets safe until returned to NASA KSC. If SPFL elects to abandon, mothball or place in stand-by a NASA-owned facility at the SLF (referenced in Exhibit A.2.A), SPFL agrees to submit a change in facility status to the NASA KSC RPAO, through the NASA KSC Technical POC. Additionally, SPFL agrees to submit a change in facility status for any asset SPFL plans to reactivate from a mothballed, abandoned, or stand-by status and is responsible for this reactivation.

XXVII. VACATION OF PROPERTY

- A. On or before the expiration of this Agreement, SPFL shall:
 - 1. Remove from the SLF all personal property and Improvements made by SPFL or by SLF Site Occupants;
 - 2. Surrender to NASA KSC the SLF as existing at the signature date of this Agreement, free and clear of all liens, encumbrances or exceptions to title; and
 - 3. Vacate the SLF.
- B. All alterations, additions, fixtures and improvements, whether temporary or permanent in character, made in or to the SLF by SPFL or SLF Site Occupants shall be removed by SPFL within ninety (90) calendar days, or such longer time as NASA KSC may approve, of the expiration or earlier termination of this Agreement, and SPFL shall return the SLF to its original condition except for any property which has been removed by NASA KSC or with the approval of NASA KSC. SPFL shall, at SPFL's expense, remove all real and personal property from the SLF and repair all damage caused by any such removal, reasonable wear and tear excepted. If SPFL abandons the SLF, or is dispossessed by process of law or otherwise, all Improvements made by SPFL and left at the SLF, and all personal property belonging to SPFL and left at the SLF, shall be deemed to be abandoned. NASA, in its sole discretion, will determine its subsequent disposition.

XXVIII. ACCESS AND INSPECTION

- A. NASA KSC may enter the SLF for the purposes of inspections and planned demolition. NASA KSC will determine the number of personnel required for entry with due consideration of SPFL's use. In exercising this right of access, NASA KSC will normally enter the SLF during regular business hours and will normally give SPFL at least forty-eight (48) hours prior notice of its intention to do so, unless NASA KSC determines less than forty-eight (48) hours prior notice is required to respond to safety, environmental, operations, or security concerns. In exercising the right of access provided herein, NASA KSC, its employees and Related Entities, shall comply with all Applicable Laws and the health, safety, environmental, and security plans and procedures of SPFL required by the specific requirements of applicable statutes, regulations or Government contracts. Nothing in this Article shall be construed to limit or impair the statutory authorities of the Government to enter and inspect the SLF. SPFL, its Related Entities, and any SLF Site Occupants, shall have no claim on account of such entries against NASA, the Government, or any officer, agent, employee, or Related Entity thereof.
- B. SPFL understands and accepts that its operations at the SLF may, from time to time, be hampered by temporary restrictions on access, such as identity checks and auto searches by NASA KSC or other Government programs that require special security considerations. SPFL agrees that the Government shall not be responsible or liable under this Agreement for any lost time or costs incurred by SPFL due to any disruption of its activities at the SLF, 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 employees from KSC 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 employees to be late or unavailable at their work stations, or delay arrival of parts and supplies. SPFL hereby expressly waives any claims or suits against the Government under this Agreement caused by or arising from conducting Government operations or other commercial operations and any such security actions.

XXIX. PROTECTIVE SERVICES - FIRE, EMERGENCY MANAGEMENT, AND SECURITY AND LAW ENFORCEMENT

- A. The NASA KSC Protective Services Office (PSO) is the Government office responsible for fire protection, emergency management and security. The PSO oversees the NASA KSC Protective Services Contract. Security and fire personnel conduct operations in both uniformed and plain clothes. This section encompasses those baseline services (*i.e.*, Security patrol, electronic access control monitoring, emergency fire, and medical, security and law enforcement response) that will be provided to SPFL on a reimbursable basis as defined in Article V, Financial Obligations and Exhibit E, under this Agreement.
1. NASA KSC will provide twenty-four (24) hours per day, seven (7) days per week

emergency response, structural and aircraft firefighting, emergency management responses to the SLF. The NASA KSC PSO will provide 911 call services, fire rescue, security, and emergency medical and hazardous response to the SLF. SPFL will designate a Protective Services Liaison (PSL) to the NASA KSC PSO.

2. SPFL will either utilize the PSO locksmith services to acquire locks, core hardware, keys, or provide an external lock box accessible by the Fire Department with an internal master key consistent with specification in paragraph 1.6 below.
3. SPFL will provide immediate access to the SLF by properly identified PSO personnel when necessary in the performance of their official duties.
4. SPFL personnel, SPFL's Related Entities, and SLF Site Occupants, authorized to occupy and use NASA KSC property shall comply with NASA regulations, and all other laws, policies and guidelines that pertain to security, fire, and emergency management.
5. The NASA KSC PSO requires 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.
6. If SPFL desires to use electronic access control, security, and fire alarms, SPFL may utilize the current NASA KSC Center-wide reporting system only if SPFL contracts maintenance of the alarm systems to the NASA KSC O&M provider on a reimbursable basis. These systems will be monitored at the KSC Protective Services Communication Center (PSCC) and will dispatch appropriate response. SPFL's PSL will be notified by the PSCC of alarms in their facilities.

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

7. The NASA 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.

B. Fire Protection

1. 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 NASA KSC AHJ. SPFL will provide immediate access to the NASA KSC AHJ and designated personnel for compliance inspections. If at any time a matter of compliance is brought to the attention of the NASA KSC AHJ, a determination will be made by the NASA KSC 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 XIV, "Right to Terminate, Events of Default, and Remedies".

2. 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 NASA KSC AHJ.
3. Prior to signing of this Agreement, the NASA KSC AHJ will provide SPFL with a current Code Compliance Report for the SLF identifying any systems which do not currently meet code requirements, and the existing abatement program that has been established by NASA KSC for those systems that do not. Following execution of this Agreement, SPFL will provide an annual Code Compliance Report for the SLF to the NASA KSC AHJ identifying systems that meet code requirements and an abatement program for those systems that do not.
4. Any SPFL facility requiring the use of fire services exceeding the baseline (in-district) services (*e.g.*, dedicated in station fire support) as determined by NASA KSC PSO will be provided on a reimbursable basis to SPFL.

C. Emergency Management

The NASA KSC PSO emergency management office provides twenty-four (24) hours per day, seven (7) days per week support when required by the NASA KSC Emergency Management Officer (NEMO). SPFL shall comply with instructions provided by Protective Services personnel during emergency situations. Emergency situations include, but are not limited to, facility or Center evacuations, aircraft crashes, hurricane preparations, hazardous substance releases, security threats, and fire alarms. SPFL shall coordinate with the NASA 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 NASA KSC's Comprehensive Emergency Management Plan (KNPR 9715.2). The PSL will insure that SPFL personnel are familiar with all applicable emergency procedures.

D. Security

1. The NASA KSC PSO security forces will provide twenty-four (24) hours per day, seven (7) days per week routine patrols and response to security emergencies and traffic incidents. Escorts of hazardous, wide, and/or heavy loads coordinated through the KSC Institutional Services Contract (ISC) Duty Office will be provided to SPFL on a reimbursable basis.

SPFL may hire non-NASA KSC unarmed security personnel inside the SFL Property at their discretion. Any SPFL facility requiring the use of an armed officer must utilize the NASA KSC PSO. Requests that exceed baseline service levels as determined by KSC PSO will be provided to SPFL on a reimbursable basis.

SPFL 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 NASA KSC Chief of Security. SPFL and guest personnel are also subject to inspection when inside the secure perimeter gates of KSC in accordance with 14 CFR, 1204.1003.

2. SPFL 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. SPFL will immediately notify the NASA KSC PSO when an employee is terminated for any issue relating to workplace violence. The NASA KSC PSO will support upon request any assistance with any terminations to include escorting employees from the Center. SPFL personnel are encouraged to participate in various NASA KSC PSO security related training and seminars that are offered to NASA KSC and Related Entity employees (*e.g.*, prevention of workplace violence and loss prevention).
3. SPFL will comply with the requirements of Homeland Security Presidential Directive (HSPD) 12 and NASA KSC administrative procedures for access to KSC. SPFL will participate in the current NASA Identity and Access Management system, badging process, and automated access control. SPFL will reimburse NASA KSC a processing fee, per employee, for each employee requiring access for more than one hundred seventy-nine (179) days. This allows SPFL personnel and Occupants to access KSC and the SLF through all KSC gates. Badging will be available for permanent personnel, as well as subcontractors, construction crews, flight crews, and visitors.

XXX. ENVIRONMENTAL CONDITION, MANAGEMENT, AND COMPLIANCE

- A. 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 activities of SPFL that are part of the ordinary course of SPFL’s business in accordance with the Permitted Uses. As used in this Agreement, “**Materials**” shall mean the materials handled, used, or stored by SPFL 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.
- B. **Environmental Baseline Survey (EBS).** NASA KSC will, at its own expense, prepare an Initial EBS for the SLF to be acknowledged and signed by representatives of NASA KSC and SPFL. The parties acknowledge that the EBS, dated February 28, 2014, has been provided to SPFL in advance of the signing of this Agreement. The EBS shall set forth those environmental conditions and matters affecting the SLF known as of the execution date of this Agreement as determined from records of the SLF and the analysis reflected therein. SPFL shall not be responsible to remedy any environmental conditions and matters affecting the SLF that are documented in the EBS. If the EBS identifies potential soil or ground water contamination requiring further investigation, NASA KSC will perform such investigations. If, after the agreement is signed, SPFL identifies potential soil or groundwater contamination not identified in the EBS and not attributable to SPFL's operations, NASA KSC will perform further investigation and provide those reports to SPFL. NASA KSC will coordinate all sampling and remediation efforts with SPFL prior to commencing the activity. Upon vacating the SLF in accordance with this Agreement, SPFL shall prepare, at its own expense, and submit to NASA KSC an updated EBS, to be acknowledged and signed by representatives of NASA KSC and SPFL. The EBS update shall set forth those environmental conditions and matters affecting the SLF known at the time SPFL vacates the SLF, and be based upon all known activities that have occurred at the SLF as well as information contained in records relating to the SLF and the analysis reflected therein. NASA KSC may require sampling of soil and/or surface and ground water to verify environmental conditions. SPFL shall not be obligated to remedy any environmental conditions and matters affecting the SLF that are not a result of SPFL's Agreement activities at the SLF including activities of SPFL's Site Occupants, clients, assignees, invitees and guests. SPFL shall be liable for and required to remedy any environmental conditions and matters affecting the SLF that are found by NASA KSC to be a result of SPFL's and its Related Entities' Agreement activities at the SLF.
- C. **General Compliance.** SPFL 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, except for NASA activities/operations at the SLF, SPFL shall be solely responsible for compliance with aforementioned environmental regulatory requirements including environmental permits. If formal enforcement actions are taken against NASA for environmental violations due to SPFL's actions or inactions, SPFL shall reimburse NASA for any fines or penalties assessed.
- D. **Existing Environmental Hazards.** SPFL accepts the facilities associated with this Agreement in an "as is" environmental condition. SPFL 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.

- E. **KSC Environmental Checklists.** Prior to commencing operations, SPFL shall complete an initial NASA KSC Environmental Checklist (KSC Form 21-608) for all activities and submit it to the NASA KSC Environmental Management Branch (EMB) for evaluation. SPFL shall also complete NASA KSC Environmental Checklists prior to the initiation of the following actions, projects, activities, or circumstances and submit them to the NASA KSC EMB for evaluation.
1. Construction, demolition, or facility modification projects (major or minor)
 2. Excavations, land clearing, or grading
 3. Connecting, disconnecting, or modifying the configuration or operation of a NASA owned system, utility, or stormwater management system
 4. Changes in operations, activities, facility operator, or Site Occupant
- SPFL shall comply with all the environmental requirements and direction provided by the NASA KSC EMB in the checklist response.
- F. **National Environmental Policy Act (NEPA).** SPFL is responsible for funding, implementing, and maintaining any environmental mitigation measures identified in applicable NEPA documentation associated with the Agreement Activities. The current NASA KSC Record of Environmental Consideration (REC) is provided as Exhibit D. Should Agreement activities trigger the need for NEPA documentation during the Term that did not already exist prior to commencement of the Agreement activity, SPFL is responsible to fund those NEPA requirements, and assist NASA KSC throughout the process as necessary.
- G. **Historical and Cultural Resources.**
1. The SLF has been deemed eligible for listing on the National Registry of Historic Places. Prior to any modifications, repairs, improvements, alterations, the undertaking must be coordinated with the NASA Environmental Management Branch using the NASA KSC Environmental Checklist process, for evaluation to determine if the proposed project will have an adverse effect to the historic properties under the National Historic Preservation Act, implementing regulations (36 CFR Part 800, Protection of Historic Properties), or Programmatic Agreement for Management of Historic Properties at KSC (KCA-4185). If an adverse effect is determined by NASA KSC, NASA KSC will identify its effect of the activity on the historic property and consult with State Historic Preservation Office as appropriate in accordance with the Programmatic Agreement. Any adverse effect determination may take up to three (3) to six (6) months depending on the complexity of the project.
 2. SPFL 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. In the event such items are discovered at the SLF, SPFL shall cease its activities at the site, immediately notify said NASA KSC offices, and protect the site and material from further disturbance until said NASA KSC offices give clearance to proceed. Any costs resulting from this delay shall be the responsibility of SPFL.

H. **Waste Management and Disposal.** All wastes generated by SPFL shall be properly containerized, stored, labeled, manifested, shipped, and disposed of by SPFL in full regulatory compliance at SPFL's expense. Hazardous wastes generated by SPFL shall be manifested, shipped, and disposed of under SPFL's Environmental Protection Agency hazardous waste generator identification number.

I. **Environmental Permitting.**

1. SPFL shall obtain all required environmental permits, licenses, registrations, and approvals for their site activities. SPFL shall prepare all permit applications and pay all permit application fees directly to the regulatory agency. If required by the permit application, the NASA KSC Environmental Assurance Branch (EAB) will sign permit applications as the landowner or utility system owner. SPFL shall submit courtesy copies of all submitted permit applications to the NASA KSC EAB within twenty-one (21) calendar days after submission to the regulatory agency. SPFL shall submit courtesy copies of all permits, licenses, registrations, and approvals to the NASA KSC EAB within twenty-one (21) calendar days after receipt from the regulatory agency. SPFL shall ensure that all operations, activities, equipment, and facilities are in full compliance with all permit conditions.
2. NASA KSC holds a facility-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 NASA KSC. NASA KSC intends for SPFL to be independent regarding air emissions permitting and compliance. SPFL shall contact the NASA KSC EAB prior to:
 - a. The operation, reactivation, or modification of an existing emission source/activity,
 - b. The construction of any new air emission source, or
 - c. The initiation of an activity producing air emissions.

SPFL shall participate in meetings with the NASA KSC EAB and the FDEP to discuss applicable air emissions permitting and compliance requirements for SPFL's activities. SPFL may be required to obtain separate air permits for their activities. At this time, there are no regulated emission sources or activities currently listed on the NASA Title V Air Operation Permit at the facilities involved in this agreement. There are insignificant air emissions activities currently listed on the NASA Title V Air Operation Permit at the facilities involved in this agreement.

3. NASA KSC may allow SPFL to modify an existing NASA KSC permit to incorporate SPFL's activity or allow SPFL's activity to be covered under an existing NASA KSC permit. If both NASA KSC and SPFL agree to this arrangement, SPFL shall prepare any required permit application, submit the application to the NASA KSC EAB for processing with the regulatory agency, and pay any application or registration fees directly to the regulatory agency. SPFL shall assist NASA KSC 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, SPFL 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. Any regulatory fines or mitigation that result from any activities at the SLF that are assessed under a modified permit are the responsibility of SPFL. SPFL shall prepare all required regulatory reports/data and submit them to the NASA KSC EAB for submission to the regulatory agency. All communication and interface with regulatory agencies regarding activities conducted under a NASA KSC held permit must be coordinated through and performed by the NASA KSC EAB. SPFL shall be responsible for immediately correcting all violations, findings, and deficiencies identified by a regulatory agency or NASA KSC at SPFL's expense. At the termination of this agreement, SPFL shall provide copies of all records required by or used to demonstrate compliance with any permit, license, registration, or approval to the NASA KSC EAB.

4. Existing Permits to be Retained by NASA KSC. At this time, there are no existing environmental permits to be retained by NASA KSC associated with a facility involved in this agreement.
5. Existing Permits to be Transferred. There are existing environmental permits at the facilities involved in this Agreement to be transferred to SPFL. SPFL shall complete all required applications and assist NASA KSC in transferring these permits. Upon transfer, SPFL will be fully responsible for permit compliance. These permits are:

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

- Shuttle Landing Facility Permit Number IND-009-16630-4
- Sharkey Road Widening Permit Number 40-009-0832G-ERP

A diagram showing those stormwater permit boundaries is provided in Exhibit B.

- J. Spill Reporting and Cleanup. SPFL shall take measures to prevent the release of hazardous materials at, about, or beneath the SLF. The liability of SPFL under this section of this agreement shall survive the termination of this Agreement with respect to acts or omissions that occur before such termination.

1. Spill Reporting and Notifications. SPFL shall immediately report spills, releases, or emissions of hazardous materials that exceed a Reportable Quantity to:
 - a. NASA KSC emergency responders by calling (321) 867-7911;
 - b. 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
 - c. NASA KSC 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.

SPFL 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 KSC 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 impervious surface that is not adequately cleaned up within a reasonable timeframe (not to exceed six (6) hours) or prior to a storm event is considered a spill to pervious surface for purposes of this Article.

Whenever SPFL is required to report a spill or release to NASA KSC, SPFL shall also complete a written NASA KSC Pollution Incident Report (KSC Form 21-555) and submit it to the NASA KSC EAB within three (3) calendar days after the incident or discovery.

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

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 approved in writing by the NASA KSC EAB. After the cleanup action has been completed, SPFL 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, SPFL shall deliver cleanup reports to the NASA KSC 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 impervious surface that is not adequately cleaned up within a reasonable timeframe (not to exceed six (6) hours) or prior to a storm event is considered a spill to pervious surface for purposes of this section.

- K. **Spill Prevention, Control, and Countermeasures (SPCC).** SPFL shall comply with applicable oil pollution prevention regulations under Title 40 Part 112 of the Code of Federal Regulations. If required, SPFL shall develop, maintain, and implement a SPCC plan for its oil storage activities.
- L. **Registered Petroleum Storage Tank Systems.** SPFL shall comply with applicable petroleum storage tank system regulations (Florida Administrative Code Chapters 62-761 and 62-762). For new petroleum storage tank systems, SPFL 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. If control and operation of an existing registered petroleum storage tank system is being transferred as a part of the facilities involved in this agreement, SPFL shall transfer the registration from NASA KSC to SPFL and become responsible for maintaining compliance. SPFL shall provide a courtesy copy of all storage tanks registration forms to the NASA KSC EAB.
- M. **Onsite Sewage Treatment and Disposal Systems (Septic Systems).** There is a known septic system present at the SLF near J5-1197 (SLF Control Tower). The system is currently unpermitted (pre-dated permitting regulations). SPFL shall inherit and operate these systems in accordance with all applicable regulations. SPFL 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.
- N. **Sanitary Sewer Discharges.** Prior to discharging a non-domestic wastewater into sanitary sewer system, SPFL shall obtain a written discharge approval from both the NASA 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 NASA. Otherwise the wastewater must be containerized and shipped to an off-site treatment or disposal facility.
- O. **Recordkeeping.** SPFL shall maintain copies of all required environmental permits, licenses, registrations, regulatory approvals, waste manifests, laboratory analyses, reports, plans, compliance records, NASA KSC Environmental Checklists, and regulatory notifications on-site and make them available for review by NASA upon request.
- P. **NASA Compliance Oversight.** As the landowner, NASA has a responsibility to ensure that SLF Site Occupants are complying with environmental laws and regulations. NASA KSC and SPFL will participate in periodic (annually or as otherwise agreed to by the Parties) environmental audits of SLF operations to exchange information; review current and future SLF activities; confirm compliance with environmental regulations and permits; review environmental spills and remediation progress; discuss regulatory agency inspections and findings; coordinate on air permitting; etc. In addition, SPFL shall allow NASA KSC personnel access to conduct spot inspections of SLF facilities, systems, compliance records, or wastes if NASA KSC personnel have reason to believe that a potential environmental non-compliance situation exists or that an unpermitted spill or release to the environment has occurred. For the spot inspections, NASA KSC will

normally enter the SLF during regular business hours and will give SPFL at least forty eight (48) hours prior notice of its intention to do so unless the issue involves a potential threat to human health or the environment. SPFL shall attend all spot inspections and provide corrective action responses for all identified violations, findings, and deficiencies by the due date in the inspection letter. SPFL shall be responsible for immediately correcting all violations, findings, and deficiencies identified in the inspection letter at SPFL's expense.

- Q. **Requirements Communication.** SPFL shall ensure that all environmental compliance requirements as defined in this Article are communicated to all Related Entities, Site Occupants, and facility owners performing Commercial Space Activities at the SLF under subleases or any other agreement with SPFL. SPFL 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 KSC's consent to such activities, and all such activities shall be deemed Agreement activities.
- R. **Cancellation of Permits & Registrations.** Upon termination of this Agreement, SPFL shall cancel all permits/registrations/licenses held by SPFL, remove permitted/registered equipment, and vacate the SLF in accordance with this Agreement. If a SPFL's activity is incorporated into a NASA KSC held permit, NASA KSC will decide if the permit should be modified to remove SPFL's activity.
- S. **Agreement Termination Inspection.** Upon termination of this Agreement, NASA KSC environmental staff shall perform a facility walk-down with SPFL personnel to ensure the removal of all hazardous materials and the proper closure of regulated activities and equipment.
- T. **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 KSC or SPFL, and shall continue until such non-compliance condition is fully mitigated, remediated, abated, or otherwise remedied to the satisfaction of NASA KSC and any federal, state, or local regulators with an interest in the non-compliance condition.
- U. **Environmental Impact Statement (EIS).** NASA KSC is in the process of completing the Center-wide Environmental Impact Statement (EIS). The EIS shall address the SLF build-out proposed in the Center Master Plan. Any deviations from that Master Plan shall require additional NEPA documentation at the expense of SPFL. At time of Agreement signing, development shall be limited to the portion of the SLF, based on the Environmental Assessment (EA) for the expanded use of the SLF, dated 2007 and the Suborbital Processing, Launch and Recovery Operations, dated 2012.
- V. **Wetland and Scrub Mitigation Impact.** NASA KSC shall secure the state and federal environmental permits that will authorize construction activities at the SLF for the SLF Occupant Site #2 and associated infrastructure improvements. SPFL shall be responsible for the cost of future mitigation for its impact area including monitoring and maintenance

for the period specified in the permits. SPFL shall be responsible for the permitting and funding of any future mitigation actions.

- W. Environmental Land Management. The land surrounding the SLF is part of the Merritt Island National Wildlife Refuge (MINWR). The USFWS perform habitat management per a long-standing interagency agreement (KCA 1649 rev B) between NASA KSC and the USFWS. The USFWS conducts prescriptive burns to effectively maintain and enhance wildlife habitat and reduce the occurrence and severity of wildfires. The USFWS has primary responsibility for wildfire suppression on KSC. Prescribed burn approval will be coordinated with NASA KSC under established procedures, with notification to SPFL of scheduled burns with the SLF lands. A list of SLF fire management units scheduled for prescribed burning will be provided to NASA KSC and SPFL each calendar year. Prescribed burns will be conducted under specific conditions to avoid impacts to the SLF. Additionally, the USFWS is responsible for treatment and removal of non-native invasive plants and animals on refuge lands. MINWR will continue to provide nuisance wildlife response within the SLF boundary.
- X. Land within the SLF demarcation points that has not been withdrawn from MINWR, pursuant to NASA's land management agreement with the USFWS, as of the effective date of this Agreement, shall remain under the management of the FWS until such time as undeveloped portions of the SLF are required by SPFL, for purposes and activities authorized herein.
- Y. If and when all of the developable land described in Exhibit A is fully developed, and SPFL were to require additional undeveloped land within the SLF demarcation points for development or operational management, NASA shall evaluate SPFL's request to proceed with the withdrawal of the required land from MINWR pursuant to this Agreement and the NASA-USFWS Agreement for management of the MINWR.

XXXI. RESERVED

XXXII. AIRFIELD OPERATIONS AND MANAGEMENT

- A. Airfield Operations. SPFL shall operate and maintain the SLF as a Florida-registered private airport pursuant to the Florida Department of Transportation Administrative Code, Rule Chapter 14-60 (Airport Licensing, Registration, and Airspace Protection), and in accordance with the requirements and operational guidelines identified in Exhibit H.
- B. Airfield Annual Inspection. As a Florida-registered private airport, the airfield shall be inspected annually by Florida's Aviation Operations Administrator to provide an independent inspection of compliance with the license requirements regarding airport facilities and operations together with the supplemental requirements identified in Exhibit H. SPFL shall provide NASA KSC a copy of its FDOT registration, its subsequent bi-annual renewal, and the annual written inspection report by the Florida Aviation Operations Administrator.

- C. **Commercial Space Activities.** SPFL shall operate and maintain the SLF to support commercial space activities pursuant to the regulation of the FAA Office of Commercial Space Transportation (FAA-AST), and in accordance with a Launch Site Operator License and/or reentry license to be issued by FAA-AST. SPFL shall provide to NASA KSC a copy of its FAA license for activities at the SLF, and shall also provide to NASA KSC a copy of periodic FAA-AST inspection reports evaluating compliance with the terms and conditions of the Launch Site Operator License.
- D. **Airfield Operations and Services.** SPFL shall operate and maintain the SLF, in accordance with requirements in Exhibit H. SPFL will offer and provide airfield services to users that are normal and customary for such uses and as appropriate to the user requirements. General requirements for the availability and performance of airfield services are identified in Exhibit H. Support to NASA KSC flight operations and use of the SLF by NASA aircraft will be provided in accordance with the terms of Article V, Financial Obligations, and as identified specifically in Exhibit H and shall include provision by SPFL of:
1. A runway free of Foreign Object Debris (FOD), which is compliant with applicable FDOT and FAA requirements for condition, obstruction clearance, marking, lighting, etc.;
 2. Necessary support equipment for NASA aircraft operations (e.g., Ladder, Aircraft Tug, A/C Start Unit, Diesel Sweeper);
 3. Processing and issuance of Prior Permission Requests (PPRs) for aircraft flying into the SLF;
 4. Air Traffic Control Services (e.g., landing and takeoff clearance, traffic deconfliction, and taxi instructions from a qualified air traffic controller);
 5. Aircraft Marshalling assistance from qualified aircraft servicers;
 6. Chocking of the aircraft wheels prior to engine shutdown, if appropriate;
 7. Connection of a ground power unit, if required for the aircraft shutdown and prior to aircraft start for departure;
 8. Positioning and proper use of an aircraft “start cart” if necessary for that aircraft.
- E. **Airworthiness.** SPFL shall be responsible for ensuring all aircraft (both manned and unmanned) conducting flight operations from the SLF or within the airspace over KSC, including Special Use Airspace (Exhibit G), meet airworthiness and flight safety standards, which have been agreed to by both NASA KSC and the 45th Space Wing. NASA KSC is not providing airworthiness certification for aircraft not built by, sponsored by, or contracted to NASA (“non-NASA aircraft”). SPFL will be responsible for ensuring airworthiness of non-NASA aircraft. In the case of non-NASA aircraft, NASA reserves the right to review SPFL’s process and rationale before commencing flight operations. If non-NASA aircraft involved with SPFL activities are already FAA certified airworthy, SPFL is not responsible for ensuring aircraft meet NASA KSC or 45th Space Wing airworthiness safety standards.

- F. U.S. Air Force 45th Space Wing. When operating within Special Use Airspace, SPFL must satisfy the requirements of the operator of that airspace, the U.S. Air Force 45th Space Wing, for Restricted Areas R-2932, R-2933, R-2934, or R-2935. When operating outside of Special Use Airspace, SPFL must satisfy the requirements of the FAA airworthiness certification process. At such time when SPFL enters into a separate formal agreement with the U.S. Air Force 45th Space Wing regarding SPFL's certification of airworthiness and risk analysis, NASA KSC involvement in that process, as outlined in Exhibit H, will not be required. The operational requirements defined in Exhibit H will still apply for operations at the SLF.
- G. Special Use Airspace. SPFL shall execute a formal agreement with the U.S. Air Force Eastern Range air space managers to facilitate availability and use of designated Special Use Airspace (Exhibit G) and offshore warning areas in support of planned flight operations.
- H. Real-time Coordination. Real-time coordination during operations, which impact or could potentially impact NASA KSC operations outside the SLF, shall be done through the NASA KSC Technical POC.

XXXIII. 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 KSC 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 SLF.

“Collateral Equipment” means building support equipment and, substantially affixed equipment/property that normally is required to make a facility useful and operable, and for which the removal would impair the usefulness, safety, or environment within the facility. For the purpose of this Agreement, collateral equipment includes, but is not limited to, elevators, transformers, compressors, and facility systems and subsystems, such as Heating Ventilation and Air Conditioning (HVAC), electrical, plumbing, pneumatic, fire protection, fire suppression, control systems, and monitoring systems, that are installed in, or provide service to, buildings or other real property owned by NASA, by SPFL or by SLF Site Occupants at the SLF.

“Government” means the federal government of the United States of America, unless otherwise specified.

“Improvements” means any addition, alteration, or other modification of any kind to the SLF (see Exhibit A), with the exception of routine maintenance or repair activities that do not change the

size or design thereof, as well as any new buildings and collateral equipment that SPFL, or SPFL Site Occupants, may construct or install upon the SLF.

“NASA’s Related Entities” includes but is not limited to, (a) contractor or subcontractor of NASA at any tier, (b) a user or customer of NASA at any tier, (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.

“Recurring Services” means services provided by NASA KSC on a recurring, annual basis (*e.g.*, utilities, fire, and badging).

“Recyclable salvage” or “scrap” is property that has no commercial utility or value except for its basic material content (*e.g.*, steel, aluminum, copper).

“SLF” means that certain Government real property, commonly known as the Shuttle Landing Facility (“SLF”), which under this Agreement SPFL is entitled to occupy, develop, operate, and maintain for the purposes set forth herein, and which is more specifically described in Exhibit A attached hereto, together with the infrastructure, roads, streets, sidewalks, utilities, fencing, fixtures and improvements located thereon, made by NASA, and existing at the time of signature of the agreement. The property is generally located south of Beach Road, west of Kennedy Parkway, and north of Banana Creek.

“SLF Site Occupants” means entities who SPFL allows to develop, construct, or occupy sites at the SLF.

“SPFL’s Related Entities” includes but is not limited to, (a) contractor or subcontractor of SPFL at any tier, (b) a user or customer of SPFL at any tier, (c) a contractor or subcontractor of a user or customer of SPFL at any tier. The terms “contractor” and “subcontractor” include suppliers of any kind.

“Support Services” means services provided by NASA KSC to SPFL. Services include Transition and Recurring Services.

“Transition Services” means services provided by NASA KSC to continue airfield operations and operations and maintenance of facilities up to September 30, 2015.

“Utility Systems” or “Utilities” means any 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 SLF and for which SPFL reimburses NASA under this Agreement.

XXXIV. SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees 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 CENTER
NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION, an Agency of
the United States

Space Florida
505 Odyssey Way, Suite 300
Exploration Park, Florida 32953

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

By 
Frank DiBello
President and Chief Executive Officer

Date: 6-22-15

Date: 6/22/15

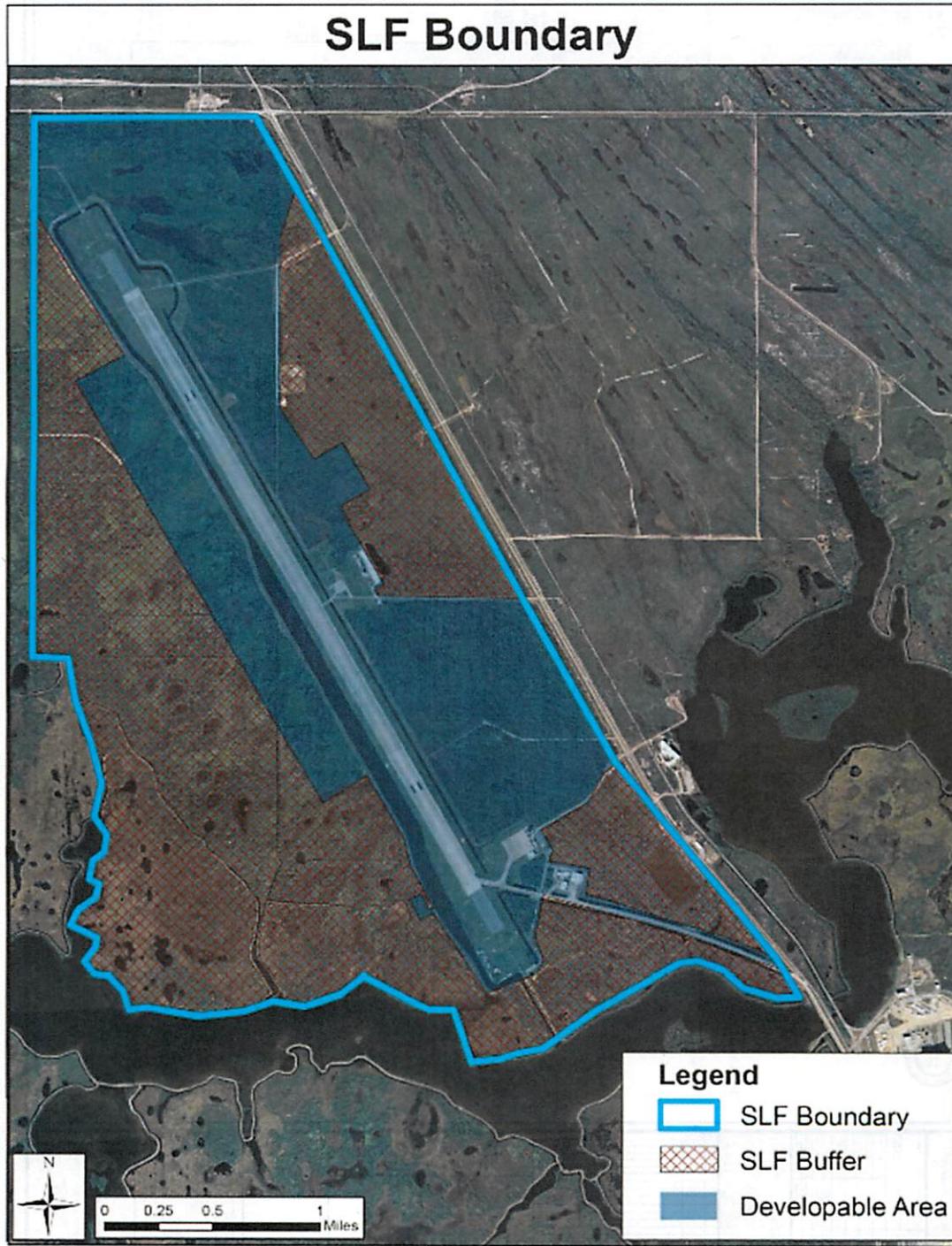
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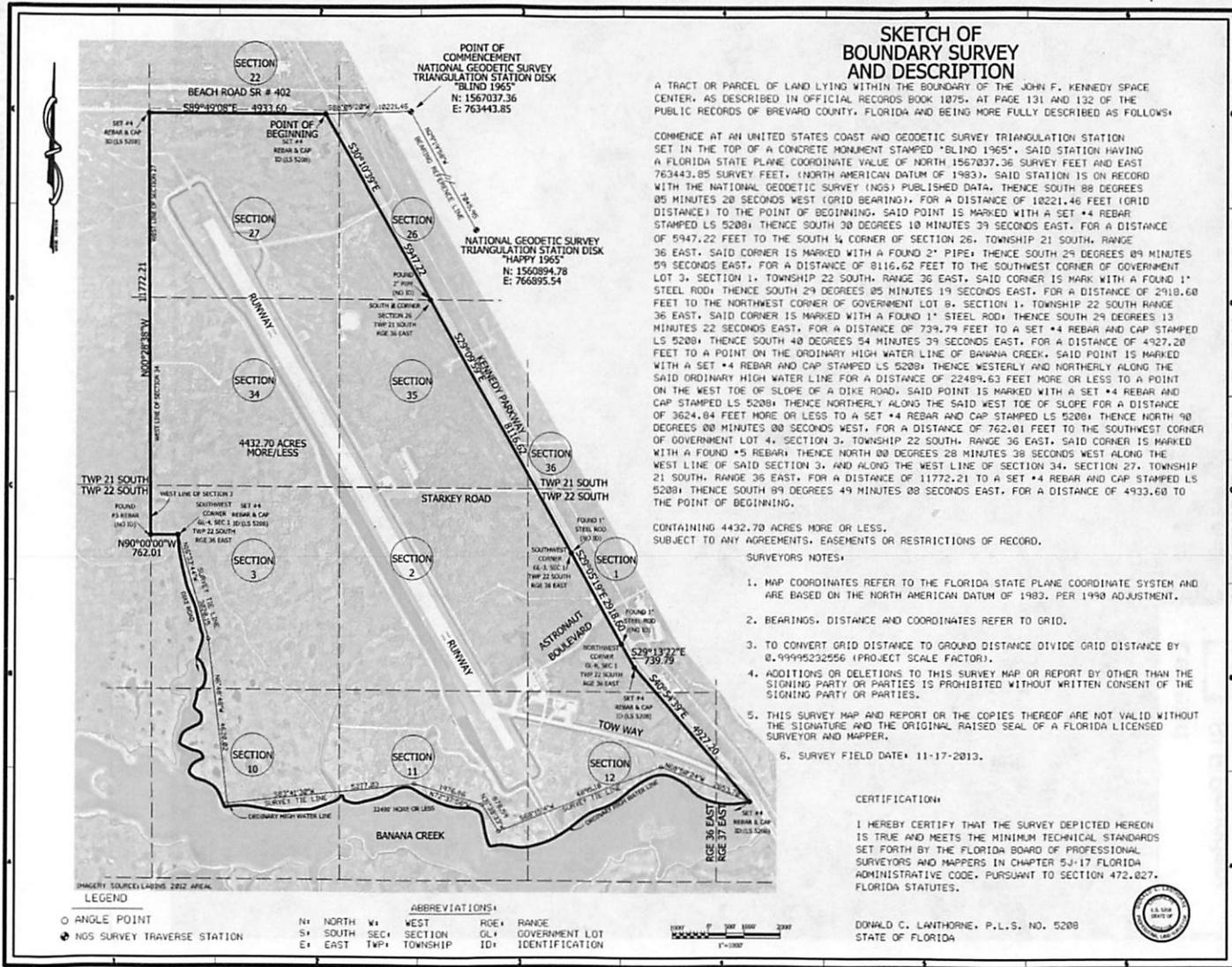
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EXHIBIT A: DESCRIPTION OF THE PROPERTIES

A.1 SLF Real Property



SLF Area Land Boundary - Legal Description



CISC
INSTITUTIONAL SERVICES CONTRACT
P.O. BOX 2003, BREVARD COUNTY, FLORIDA 32916-0203

PROFESSIONAL SURVEYOR
DONALD C. LANTHORNE, P.L.S. NO. 5208
STATE OF FLORIDA

BOUNDARY SURVEY AND DESCRIPTION

BOUNDARY SURVEY AND DESCRIPTION

DATE: 11-17-2013

SCALE: 1" = 1000'

V-1

A.2 SLF Facility Listings

A). SPFL Operated and Maintained Real Property:

<u>Building #</u>	<u>Facility Name</u>
H5-2176	APPROACH LIGHTING SYSTEM SUBSTATION 15
J5-1196	SLF MEDIA OPERATIONS BUILDING
J5-1197	SLF AIR TRAFFIC CONTROL TOWER
J5-1198A	SLF NEWS BUILDING
J5-1199	UTILITY CONTROL SHELTER
J5-1246	OBSERVATION PLATFORM
J6-2312	SLF GATE #3 GATE HOUSE
J6-2313	LANDING AIDS CONTROL BLDG.
J6-2313A	ANTENNA
J6-2361	ELECTRICAL SUBSTATION
J6-2362	AIRCRAFT GROUND EQUIPMENT SHED
J6-2363	LIGHTING VAULT
J6-2408	WIND SOCK
J6-2466	RLV HANGAR - FLIGHT VEHICLE FACILITY*
J6-2466A	WATER TANK*
K6-0015	CONVOY VEHICLE ENCLOSURE
K6-0261	APPROACH LIGHTING SYSTEM SUBSTATION 33
UK-0002	AIRFIELD LIGHTING
UK-0027	SHUTTLE LANDING FACILITY (RUNWAY)

***Facility owned and managed by Space Florida**

B). NASA Operated and Maintained Real Property:

<u>Building #</u>	<u>Facility Name</u>
J6-1860	LIGHTNING MAPPING ARRAY (LMA) SITE 1
J6-2463	COMM CROSS CONNECT TERMINAL #7 – (NASA)
J6-2370	FIRE STATION #2 (KSC) – (NASA)
J6-2465	FLIGHT VEHICLE SUPPORT BUILDING – (NASA)
J5-0341	ASCENT WIND PROFILER – (NASA)
J5-0440	TACAN SITE – (NASA)
J5-0441	TACAN STORAGE – (NASA)
95405	WEATHER TOWER 412 (J6-1869A) – (USAF)
95406	WEATHER EQUIP BLDG 412 (J6-1869) – (USAF)
95407	ELECTRICAL SUBSTATION (J6-1869B) – (USAF)
95408	FIELD MILL SITE #11 (J6-1919) – (USAF)
95409	EQUIPMENT PAD (J6-2410) – (USAF)
95545	EQUIPMENT PAD (J5-0140) – (USAF)
95546	EQUIPMENT PAD (J5-1243) – (USAF)
95547	FIELD MILL SITE #10 (J5-0548) – (USAF)
J6-1808	TV TOWER #1 – (NASA)
J6-1808A	TV EQUIPMENT BUILDING – (NASA)
J6-0553	STORAGE FACILITY – (SpaceX)
J6-0553A	EMERGENCY GENERATOR BUILDING – (SpaceX)
J5-0132	METEOROLOGICAL SITE #5 – (NASA)
J6-2409	METEOROLOGICAL SITE #4 – (NASA)
J5-1144	METEOROLOGICAL SITE #3 – (NASA)
J5-1144	METEOROLOGICAL SITE #3 – (NASA)
J5-0667	TV TOWER #2 (NASA)
J5-0667A	TV EQUIPMENT BUILDING (NASA)

NASA Mothballed/Abandoned Facilities*

<u>Building #</u>	<u>Facility Name</u>
H5-2274	MICROWAVE SCAN BEAM L/S R/W 33
H5-2324	MSBLS MONIOTOR R/W 33 N
J5-0583	MICROWAVE SCAN BEAM L/S R/W 15STA
J5-1094	REMOTE SATELLITE MEASUREMENT UNIT A
J5-1095	REMOTE SATELLITE MEASUREMENT UNIT B
J5-1145	REMOTE SATELLITE MEASUREMENT UNIT C
J5-1195	DIFFERENTIAL GLOBAL POSITIONING BUILDING
J5-1195A	ANTENNA TOWER FOR VDL ANTENNA
J5-0386	SLF OPTICAL TRACKER SITE A
J5-0533	MSBLS MONITOR R/W 15 N
J5-1198	RUNWAY VIEWING AREA
J5-1244	SLF OPTICAL TRACKER SITE B
J5-1441	SLF OPTICAL TRACKER SITE E
J5-2000	MICROWAVE SCAN BEAM L/S R/W 33STA
J5-2050	MSBLS MONITOR, SOUTH RUNWAY 33
J6-2262	ORBITER MATE/DEMATE DEVICE
K6-0258	MSBLS MONITOR, R/W 15
K6-0309	MSBLS AZ/DME RW 15
TR1-0745	TEMPORARY BUILDING

***These NASA properties are being retained for demolition, as funding becomes available.**

EXHIBIT B STORMWATER PERMIT BOUNDARY DIAGRAM

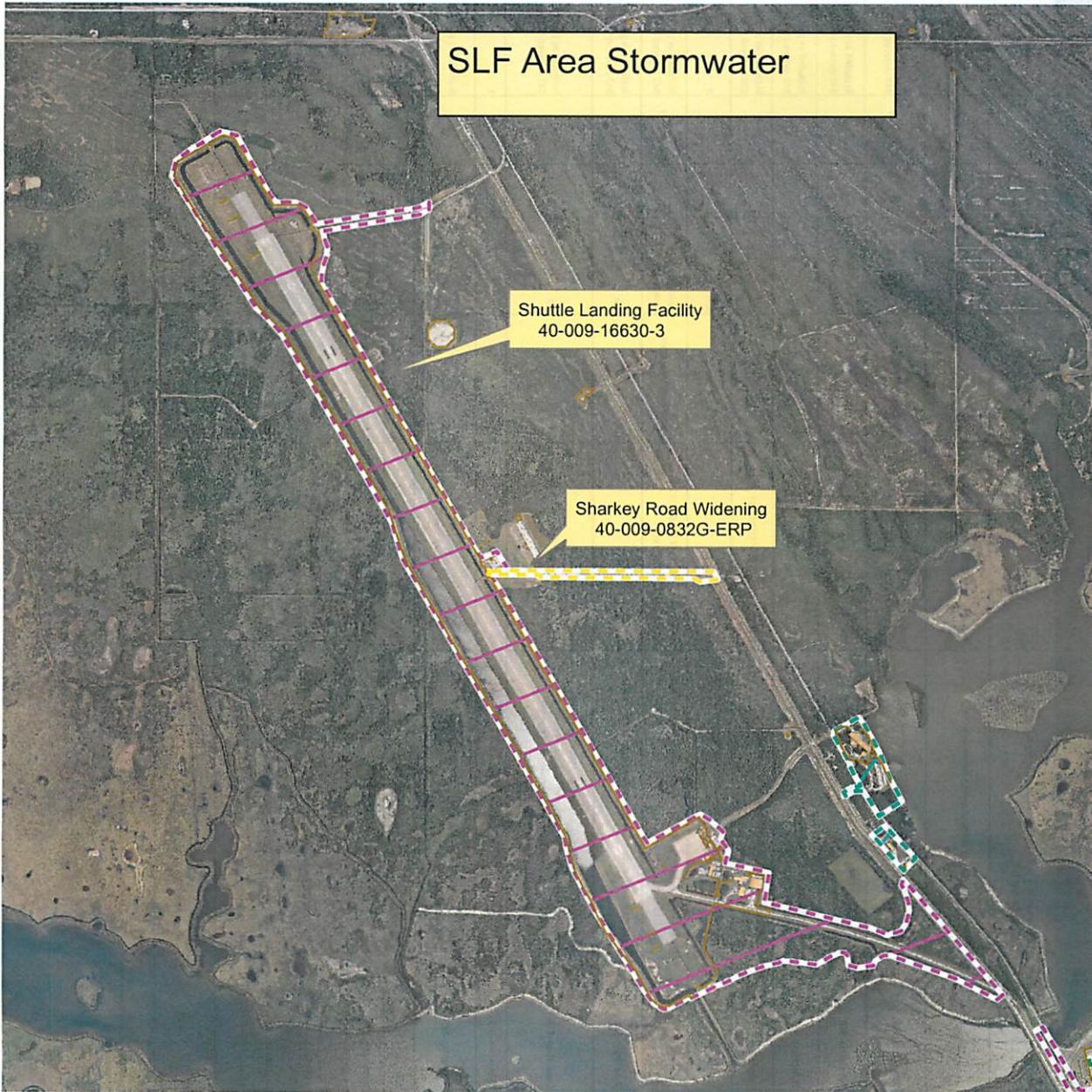
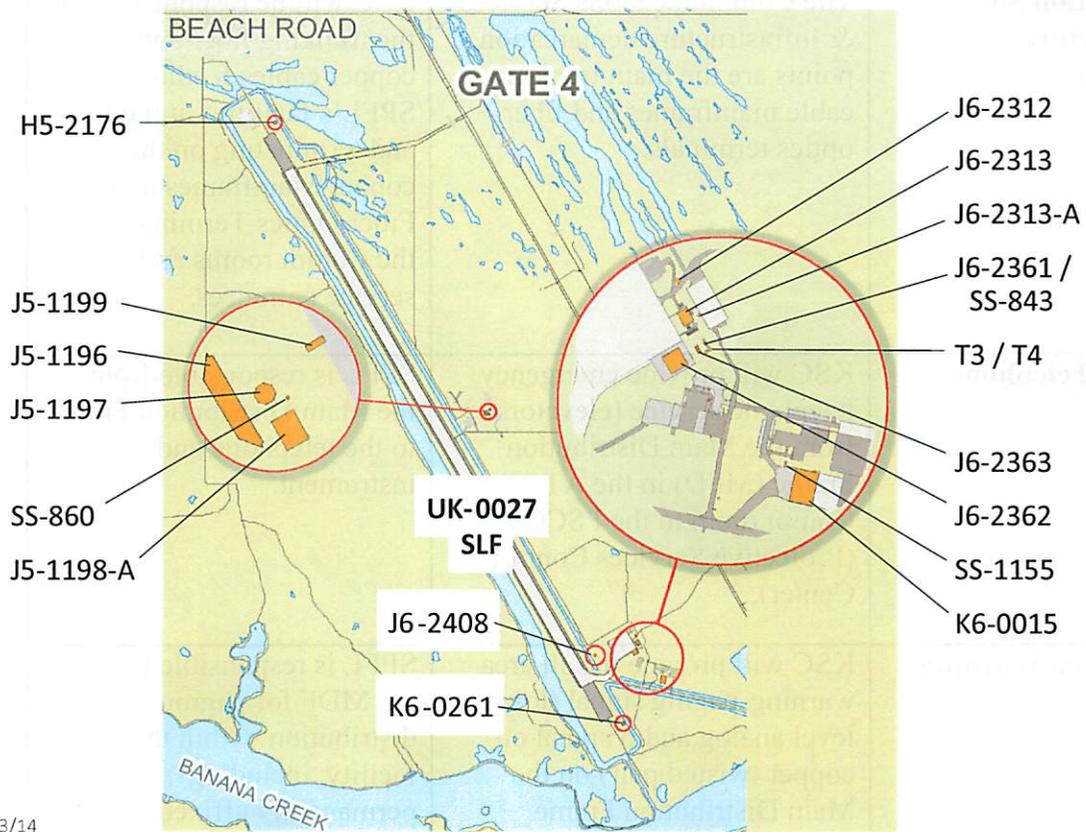


EXHIBIT C SLF DEMARCATION POINTS

Facility Number	Facility Name	Power Fed From	Power Demarcation	Water Demarcation	Sewer Demarcation	HVAC Demarcation	Water Meter	Water Meter Install Required	Electrical Meter	Electrical Meter Install Required
J5-2176	APPROACH LIGHTING SYSTEM SUBSTATION 15	Transformer 3 & Transformer 4 (Substation 843)	NASA maintains 5KV switchgear and cable up to regulator Ref. 81K01198 sheet E-7	N/A	N/A	N/A	N	N	Included as part of 843 metered loads	N
J5-1197	SLF AIR TRAFFIC CONTROL TOWER	Substation-860	Secondary bushing of Substation-860 transformer Ref. 39K6150001 sheet E-4C	Discharge valve of Backflow Preventer (BFP) ENS12002 (potable) & ENS12001 (fire)	5' from facility perimeter	Space Florida maintains HVAC	N	Y, to be installed by NASA	Included as part of 860 metered loads	N
J5-1196	SLF MEDIA OPERATIONS BUILDING	Substation-860	Secondary bushing of Substation-860 transformer Ref. 39K6150001 sheet E-4C	Discharge valve of Backflow Preventer (BFP) ENS12002 (potable) & ENS12001 (fire)	5' from facility perimeter	Space Florida maintains HVAC	N	Y, to be installed by NASA	Included as part of 860 metered loads	N
J5-1188A	SLF NEWS BUILDING	Substation-860	Secondary bushing of Substation-860 transformer Ref. 39K6150001 sheet E-4C	N/A	N/A	Space Florida maintains HVAC	Y	N	Included as part of 843 metered loads	N
J5-1246	OBSERVATION PLATFORM	Substation-444	Secondary bushing of Substation-444 transformer Ref. 39K6150001 sheet E-4C	N/A	N/A	N/A	Y	N	Included as part of 843 metered loads	N
J5-1199	UTILITY CONTROL SHELTER	Substation-860	Secondary bushing of Substation-860 transformer Ref. 39K6150001 sheet E-4C	Discharge valve of BFP ENS12001	N/A	N/A	N	N	Included as part of 843 metered loads	N
J6-2312	SLF GATE #3 GATE HOUSE	Substation-843	Load side of Substation-843 breaker feeding this facility Ref. 79K12583 sheet E-1	N/A	N/A	N/A	Y	N	Y	N
J6-2313	LANDING AIDS CONTROL BLDG.	Substation-843	Load side of Substation-843 breaker feeding this facility Ref. 79K12583 sheet E-1	Downstream side of PIV PVJ6-2313-F1 (potable) and 6" DC (fire)	5' from facility perimeter	Space Florida maintains HVAC	N	Y, to be installed by NASA	Included as part of 843 metered loads	N
J6-2313A	ANTENNA	Substation-843	Load side of Substation-843 breaker feeding this facility Ref. 79K12583 sheet E-1	N/A	N/A	N/A	N	N	Included as part of 843 metered loads	N
J6-2361	ELECTRICAL SUBSTATION	Substation-843	NASA maintains Substation-843 and all 4160V distribution including Transformer 3/Transformer 4, field switches and transformers up to secondary bushing of pad mounted transformers. Ref. 39K6150001 sheet E-4C	N/A	N/A	N/A	N	N	Included as part of 843 metered loads	N
J6-2362	AIRCRAFT GROUND EQUIPMENT SHED	Substation-843	Load side of Substation-843 breaker feeding this facility Ref. 79K12583 sheet E-1	N/A	N/A	N/A	N	N	Y	N
J6-2363	LIGHTING VAULT	Substation-843	Load side of Substation-843 breaker feeding this facility Ref. 79K12583 sheet E-1	N/A	N/A	N/A	N	N	Included as part of 843 metered loads	N
J6-2408	WIND SOCK	N/A	N/A	N/A	N/A	N/A	N	N	N/A	N
K6-0015	CONVOY VEHICLE ENCLOSURE	Substation-1155	Secondary bushing of Substation-1155 transformer Ref. 39K6150001 sheet E-3A	Downstream side of BFP Y6S12005 (potable) and PIV PINK6-0015-F1 (fire)	5' from facility perimeter	Space Florida maintains HVAC	N	N	N/A	N
J6-0553	STORAGE FACILITY	SS-1154	NASA maintains all power including SS-1154 and LV in facility	Entire WWS system should transfer to owner of facility (water well & septic tank)	Entire WWS system should transfer to owner of facility (water well & septic tank)	NASA Maintains HVAC	N	N	Included as part of 1147 metered loads	N
J6-0553A	EMERGENCY GENERATOR BUILDING	SS-1154	NASA maintains all power including SS-1154 and LV in facility	N/A	N/A	NASA Maintains HVAC	N	N	Included as part of 860 metered loads	N
J6-2466	RLV HANGAR - FLIGHT VEHICLE FACILITY*	SS-1147	NASA maintains all power including SS-1147 and hanger low voltage. Ref. 39K6150001 sheet E-3A	Downstream side of potable water valve west side of building and PIV PVJ6-2466-F1 (fire)	5' from facility perimeter	NASA Maintains HVAC	Y	N	Included as part of 860 metered loads	N
J6-2466A	WATER TANK*	SS-1147	NASA maintains all power	Same as above; part of J6-2466 fire system	N/A	N/A	N	N	Not metered	N

SLF Demarcation Points



1/3/14

SLF Communication Demarcation Points

Communication System or Service	Demarcation Point	Responsibility
Communication Services & Infrastructure Demarcation	The Communications Services & Infrastructure demarcation points are the main trunking cable mainframes and fiber optics terminals.	KSC will be responsible for the trunking fiber and copper cables feeding SPFL's facilities at the SLF and terminating on the copper Mainframes and Fiber Optics Terminals in the Comm rooms and service entrances.
Emergency Telephone service	KSC will provide emergency telephone service (elevators) from the Main Distribution Frame (MDF) in the ATCT Comm room to the PSCC (Protective Services Control Center).	SPFL is responsible from the Main Distribution Frame to the telephone end instrument.
Paging & Area Warning	KSC will provide the all area warning-paging signal (low-level analog audio signal on copper twisted pair) on the Main Distribution Frame (MDF) at the SLF Property.	SPFL is responsible from the MDF for paging distribution within the facility, including permanently affixed outside paging speakers.
Fire Alarm Reporting	N/A	KSC will provide the existing fire alarm reporting copper pairs on the Main Distribution Frame (MDF) in each SPFL facility.

SLF Critical Demarcation Points

Facility Systems

- **Medium Voltage Power:** The medium voltage distribution system will remain under NASA KSC control, to the defined interface point, due to dependencies outside the SLF Property.
- **Potable Water:** The potable water system will remain under NASA KSC control, to the defined interface point, due to dependencies outside the SLF Property.
- **Sanitary Sewer:** The sanitary sewer system will remain under NASA KSC control, to the defined interface point, due to dependencies outside the SLF Property.
- **Fire alarm system:** The fire alarm system will remain under NASA KSC control, to the defined interface point, due to dependencies outside the SLF Property. The interface point is at the SPFL side of the advanced encryption standard radio transceiver (compatible with NASA KSC central monitoring system).

Note that per standard agreement language drafted by NASA KSC Protective Services, SPFL may choose to operate and maintain its own fire alarm system provided that SPFL contracts with an independent fire alarm monitoring service (which will notify NASA KSC in the event of an emergency response requirement.) NASA KSC must maintain the fire alarm systems if it is to provide the fire alarm monitoring services.

Other Demarcation Points

- **Perimeter fence:** The fence and Electronic Security Systems (ESS) are part of the SLF Property structure and maintenance is the responsibility of SPFL.
- **Roads:** Interface is at the main gate and where roads (paved and unpaved) cross the SLF Property Boundary and SPFL is responsible for maintenance, as they see fit.
- **Rail Spurs:** Interface is where the spur crosses over the Kennedy Parkway North and enters the SLF Property, which is subject to change based on NASA KSC's future rail requirements. NASA KSC is responsible for all operations & maintenance of the rail tracks within the SLF Property.
- **Stormwater:** SPFL is responsible for management of stormwater inside the SLF Property perimeter fence and must abide by all federal, state, and local laws and regulations. Stormwater is primarily contained within the fence, but if a question of interface arises, it is at the perimeter fence.

Structures: SPFL is responsible for maintenance and repair of all SPFL owned and/or operated buildings and structures inside the SLF Property Boundary, including but not limited to, the lunar landing test field itself. Facilities that were abandoned/mothballed by NASA KSC prior to the Agreement with SPFL do not have to be repaired but must not be allowed to deteriorate to the extent they represent a hazard to personnel or equipment.

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SUBJECT:	KSC Record of Environmental Consideration (REC)	REC #:	9442
PRL #186 SLF Runway and Lighting			
PRL #187 SLF Landing Aids Control Building			
PRL #190 Weather Site 412 (Dinh Vo, 867-5964, TA-A4B)			

Confirmation sampling was conducted at PRL #184 in FY14. There were no exceedances of Groundwater Cleanup Target Levels. The KSC Remediation Team has approved this site for NFA.

Confirmation sampling workplans have been developed for the other active sites. These workplans are on hold waiting funds allocation and sampling has not yet been conducted. No soil or groundwater data is available at this time for these areas. 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 contact the NASA Remediation Office immediately. Contact the listed Remediation Project Managers for any needed information.

3.a.2. HAZARDOUS/NON-HAZARDOUS WASTE: All hazardous waste and non-hazardous wastes generated during operations or construction at the SLF must be properly containerized, stored, labeled, manifested, shipped, and disposed of by Space Florida (SPFL) or its occupants in full regulatory compliance. Hazardous wastes generated by this activity must be manifested, shipped, and disposed of under Space Florida's or its occupant's Environmental Protection Agency (EPA) identification number for the premises. SPFL or occupants shall maintain copies of waste management records and manifests onsite and make them available for review by NASA upon request. SPFL or occupants are responsible for any spills, releases, or other environmental contamination that occurs as a result of the proposed activities. A KSC Pollution Incident Report (PIR) Form (KSC Form 21-555) must be completed and submitted to the NASA EAB within three (3) calendar days of incident as required by Property Agreement.

3.a.3. THREATENED AND ENDANGERED SPECIES: Operations and future development at the SLF 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 Conservation Commission permit. Additional information on gopher tortoise permits can be found at <http://myfwc.com/license/wildlife/gopher-tortoise-permits/>

Note: NASA will design and develop scrub-jay mitigation plans for SPFL and future occupants. SPFL or occupants accept full financial responsibility for mitigation construction, monitoring, and maintenance requirements.

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

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nests and eggs or fledglings.

3.a.4. HISTORIC PROPERTY AND CULTURAL/ARCHAEOLOGICAL RESOURCES:

Within the Area of Potential Effect for the use permit to transfer facilities to SPFL, the Shuttle Landing Facility (SLF) Historic District is comprised of the following historic properties eligible under the Space Shuttle Program: (1) 8BR1987/Shuttle Runway, (2) 8BR1988/Landing Aids Control Building, and (3) 8BR1989/Mate-Demate Device.

NOTE: The Mate-Demate Device is currently undergoing demolition (October-November 2014).

Several SLF facilities have not been evaluated to date to determine National Register eligibility. Those properties determined ineligible are subjected to review when they reach the age of 45-50 years of age or prior to demolition under 36 CFR Part 60.4: Criteria for Evaluation.

The known archaeological sites within the boundaries of this permit area are (1) 8BR00544/Lopez Orchard (Ineligible Site/Not Evaluated by the Florida State Historic Preservation Office [FL SHPO]), (2) 8BR00169/South Access Road (Evaluated, Not Historic), (3) 8BR00543/Griffith Place (Evaluated, Not Historic), (4) 8BR541/Hughes Place (Evaluated/Not Historic), and (5) 8BR00540/Daigle Place (Evaluated, Not Historic). Six historic areas are also noted in the *Historic Context and Historic Period Archaeological Site Location Predictive Model for the John F. Kennedy Space Center, Volusia and Brevard Counties, Florida*, document dated October 2008, revised May 2009. Those six areas are #64/Wilson Corners town site, #66/Wisconsin Village, #67/1949 structure, #68/1949 structure, #75/Hughes Places (8BR00541), and #76//Griffith Place (8BR543). The report recommends that a Phase I Archaeological Survey be conducted for Historic Area #64 if construction were proposed for this area. There are two moderate zones of archaeological potential; one located south of Astronaut Road and west of Kennedy Parkway, and one located to the southwest of the SLF Runway.

It is unknown at this time if any changes, modifications/demolition, alterations, removal of historic elements or artifacts, new construction, or ground disturbing activities will occur. A KSC Environmental Checklist must be completed for all undertakings to determine impacts to the proposed project. If an adverse effect is determined, the Section 106 consultation process must be completed between NASA KSC and the FL State Historic Preservation Officer (FL SHPO) pursuant to KCA-4185, Programmatic Agreement for Management of Historic Properties and 36 CFR Part 800: Protection of Historic Properties. The Section 106 consultation process can take up to 3 to 6 months depending on the complexity of the project. SPFL and their occupants must comply with the following Federal and NASA regulations: Archaeological Resources Protection Act, Native American Graves Protection and Repatriation Act, and KSC-PLN-1733, Cultural Resources Management Plan. SPFL or their occupants will be responsible for any cost related activities for the undertaking such as performing future Section 110 surveys under the National Historic Preservation Act and complying with mitigation measures agreed upon, when an adverse effect may occur. Any materials (artifacts) found are property of NASA.

The FL SHPO has concurred with the new construction development between Sharkey Road and the Towway Road on November 14, 2012. Management controls and contingency plans must be in place for any unanticipated discoveries. If any archaeological materials are found, work will stop immediately. Contact the KSC Historic Preservation Officer to evaluate the area to determine if an archaeological survey or data recovery survey is required.

Contact Historic Preservation Officer, Barbara Naylor, at 867-8452, for additional information.

3.a.5. 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

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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 867-4817 for additional information, and for guidance on development of a light management plan or for a copy of the referenced documents.

3.b.1. PERMITTING (General): SPFL or occupants shall obtain all required environmental permits, licenses, registrations, and approvals for site activities. SPFL or occupants shall prepare all permit applications and pay any application fees. The NASA EAB will sign environmental permit applications as the landowner or utility system owner if legally required. SPFL or occupants shall submit courtesy copies of all applications and registration forms to the NASA EAB within 21 working days after submission to the regulatory agency. SPFL or occupants shall submit courtesy copies of all permits to the NASA EAB within 21 working days after receipt from the regulatory agency. SPFL or occupants shall ensure that all operations, activities, equipment, and facilities are in full compliance with all permit conditions. SPFL or occupants shall maintain copies of all records required to demonstrate compliance with the permit onsite and make them available for review by NASA upon request.

3.b.2. ENVIRONMENTAL RESOURCE PERMIT (ERP) - STORMWATER: The existing ERP stormwater permits issued by the St. Johns River Water Management District (SJRWMD), for the SLF (40-009-16630-4) and Sharkey Road Widening (40-009-0832G-ERP) will be transferred to SPFL.

A third stormwater permit exists at the Ascent Wind Profiler J5-440 (40-009-0822G-ERP). The Wind Profiler facility and permit are not on the list for transfer.

3.b.3. NPDES INDUSTRIAL ACTIVITY STORMWATER MULTI-SECTOR GENERAL PERMIT (NPDES MSGP): NASA has an active "No Exposure" exemption (ID Number FLRNEF106) issued by the FDEP for NASA helicopter operations at the RLV Hangar (J6-2466). Because of this exemption, NASA is not required to obtain an NPDES MSGP permit for that location. This exemption is only valid provided that all aircraft maintenance, repair, and equipment storage activities are under roof or hard cover (preventing exposure to rainfall).

SPFL and its occupants may need separate NPDES MSGP permits for coverage of their SLF operations as "Sector S - Air Transportation Facilities" under those regulations.

3.b.4. ENVIRONMENTAL RESOURCE PERMIT (ERP) - DREDGE AND FILL PERMIT: Dredge and fill permits (ERP) from the St. Johns River Water Management District (SJRWMD) and Army Corps of Engineers (ACOE) required for Northfield and Southfield proposed site development will be obtained by NASA under the SLF Infrastructure Utilities Design, Phase 1 Development.

NOTE: The SJRWMD ERP (IND-009-16630-4) was issued on July 17, 2014.

These construction permits from SJRWMD and ACOE will be transferred to SPFL. Future permitting will be the responsibility of SPFL or occupants.

NASA will design and develop wetland mitigation plans for the future development at the SLF. SPFL and their occupants accept full financial responsibility for mitigation construction, monitoring, and maintenance.

3.b.5. AIR EMISSIONS: NASA KSC holds a facility-wide Federal Clean Air Act Title V Air Operation Permit issued by the Florida Department of Environmental Protection (FDEP) that governs air emissions from

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dozens of regulated emission sources and hundreds of insignificant emission sources across KSC. NASA intends for SPFL and SLF occupants to be independent from NASA regarding air emissions permitting and compliance. SPFL 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.

SPFL shall participate in meetings with the NASA EAB and the FDEP to discuss applicable air emissions permitting and compliance requirements for SPFL and SLF activities. SPFL may be required to obtain separate air permits for their activities. At this time, there are no regulated emission sources or activities currently listed on the NASA Title V Air Operation Permit at the facilities involved in this agreement. There are insignificant air emissions activities performed by NASA currently listed on the NASA Title V Air Operation Permit at the facilities involved in this agreement.

3.b.6. **SPILL PREVENTION CONTROL & COUNTERMEASURES (SPCC):** SPFL and its occupants shall comply with applicable oil pollution prevention regulations under Title 40 Part 112 of the Code of Federal Regulations. If required, SPFL or occupants shall develop, maintain, and implement an SPCC plan for oil storage activities. Site specific SPCC plans must be made available for review by NASA upon request.

3.b.7. **REGISTERED PETROLEUM STORAGE TANK SYSTEMS:** SPFL and its occupants shall comply with applicable petroleum storage tank system regulations (FAC Ch. 62-761 and 62-762). New systems must be registered with FDEP. SPFL or occupants will arrange for required installation inspections with the Brevard County Natural Resource Management Department prior to putting the tank system into service. SPFL shall provide courtesy copies of all storage tank registration forms to the NASA EAB.

3.b.8. **INDUSTRIAL WASTEWATER DISCHARGE:** Unless approved for discharge to the sanitary sewer system or to the environment, all industrial wastewater generated by SPFL or occupants shall be contained and disposed of according to waste management guidelines given above in item 3.a.2. For discharges to the sanitary sewer system, SPFL shall obtain approval from both the Institutional Services Contractor (ISC) and Cape Canaveral Air Force Station wastewater treatment plant operator.

3.b.9. **WATER RESOURCES AND PERMITTING (Domestic/Industrial Wastewater, Septic System, Potable Water):** Proposed activities may require a permit for the alteration or installation of utilities to transport 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. SPFL or occupants 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. SPFL or occupants shall forward courtesy copies of applications and regulatory agency approvals to the EAB.

All existing construction permits currently associated with the SLF will be transferred to SPFL. Permits for the proposed Northfield and Southfield site development to be completed under SLF Infrastructure Utilities Design will be secured by NASA and transferred to SPFL who will accept transfer and be responsible for compliance. Future permitting will be the responsibility of SPFL or occupants. NASA's contractor will need access to SLF property and facilities to collect water quality samples, and for coordination of water line break

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activities.

Recent construction permits issued by FDEP include:

CS05-0141772-032 NASA Shuttle Landing Facility (SLF) Phase I connected to: CCAFS Regional WWTF (FL0102920-006) Oct. 16, 2014

0127833-050-DS Shuttle Landing Facility Development Design Phase 1 Aug. 25, 2014

There are two domestic wastewater septic systems in the SLF area serving J6-553 and J5-1196. They not currently permitted because they pre-dated permitting regulations and were grandfathered in; or, in the case of J5-1196, were determined to be domestic wastewater only per the Florida Department of Health (FDOH). Only the septic tank serving J5-1196 is being transferred. The septic tank at J6-553 is currently the responsibility of SpaceX.

Abandonment, modification, or replacement of the J5-1196 septic systems will require a permit, to be obtained by SPFL or occupants. Compliance with existing regulations will be SPFL responsibility.

3.b.10. EXCAVATION PERMIT: A KSC Excavation Permit will be required for any digging proposed at these facilities. Please contact the Utility Locate/Excavation Permit Request Customer Helpline at 867-2406 or go to website at <https://installationsupport.ksc.nasa.gov/sgs/apps/epr/default.cfm?> for an underground utility scan and dig permit.

3.b.11. DEWATERING: Dewatering may be conducted without a permit if it is discharged to grade and allowed to percolate into the ground. All waters discharged to grade must not enter existing surface waters. Effluent must be pumped to a pervious surface to facilitate infiltration back into the ground. Otherwise, a general permit must be obtained by SPFL or its occupants from SJRWMD for construction dewatering.

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 submit current project information for a REC update prior to project commencement if REC is older than 6 months; and also to notify the Environmental Management Branch (TA-A4C) if the scope of the project changes at any time after the REC is issued.

cc: J. Shaffer/TA-A4C
A. Houts Gilfriche/AD-C
B. Naylor/TA-A4C
N. English/TA-A4C
C. Vanaman/IHA-200
J. Matthews/TA-A4B
T. Norwood/1800M-B
T. Belford/CC
J. Tharpe/TA-A1
T. Carlson/AD

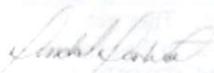
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H. Williams/TA-A4B

***** Approved 9/30/2013 11:41:42 AM, Dankert, Don ***** Deapproved 1/28/2014 10:40:05 AM, DJD *****
***** Approved 11/3/2014 3:24:09 PM, Phillips, Lynne ***** Deapproved 11/24/2014 12:12:39 PM, LPH *****

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.



11/24/2014 12:19:02 PM

Don Dankert

Date

EXHIBIT E
REIMBURSABLE CHARGES FOR UTILITIES AND SUPPORT SERVICES

SEE NEXT PAGE

Commodity/Service	Service Level	Charges/Pricing	Comments	Year 1 Estimate Incl. CM&O
Police/Fire/EMS:	Security patrol; electronic access control monitoring; emergency fire, medical, security and law enforcement response will be provided 24/7.	Direct Service Charge including applicable CM&O rate.	Includes baseline level of emergency support to SPFL consistent with KSC contract. In-district fire response support provided at no additional cost.	\$ 205,663 (Recurring Service)
Police/Fire/EMS – Optional	Additional dedicated fire or security support (e.g. facility access control; armed guards; dedicated in station/stand-by fire support; on-Center security escorts).	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider. In-station fire response support provided via a TOR upon request.	Estimated when TOR is processed (Recurring Service)
Grounds Maintenance for Common Areas (Facility Service Charge)	Ground maintenance services of common areas (e.g. entryway into KSC, roadways, shared assets).	Included in Facility Service Charge rate.	Baseline level of support. FSC will be implemented immediately after transitional period. Estimated cost for 2015 is \$35,512.	(Recurring Services)
Potable Water	Provided through KSC's existing distribution system. Pressures and quantities to meet fire flow requirements.	Metered Cost including pass-through CM&O rate.	SPFL will be required to reimburse KSC based on use/consumption.	Additional costs to be billed once meter is installed (Recurring Service)
Wastewater/Sewer	Wastewater and sewer disposal to meet flow requirements.	Metered Cost including pass-through CM&O rate.	SPFL will be required to reimburse KSC based on water use/consumption.	Additional costs may be billed once water meter is installed (Recurring Service)

Electricity	Provided through the existing distribution system. KSC to provide all offsite maintenance and repair necessary to ensure consistent power and minimal outages to the SLF Property.		Metered Cost including pass-through CM&O rate.	SPFL will be required to reimburse KSC based on use/consumption.	\$ 52,280 (Recurring Service)
Gas (FL City Gas)	Florida City Gas currently maintains onsite infrastructure to supply natural gas to the SLF Property.		Metered Cost including pass-through CM&O rate.	SPFL will be required to reimburse KSC based on use/consumption.	Estimated when TOR is processed (Recurring Service)
Communication Services	This service will be provided during transition to support airfield operations personnel on the ISC to include recurring maintenance and trouble calls, desktop computers and multi-use printers.		Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider.	\$19,227 (Transition Service)

<p>Connectivity – Copper or Fiber connectivity</p>	<p>This service will be provided through KSC’s existing cable and transmission distribution system to a defined demarcation point. All circuits requiring installation, maintenance or other service will be provided by KSC on a reimbursable basis. KSC recommends SPFL maintain an advance deposit to facilitate rapid response to connectivity issues. Services provided beyond the point of connectivity can be procured by SPFL from an outside source.</p>	<p>Full Cost including applicable CM&O rate.</p>	<p>Rates will vary per terms of NASA’s contract with KSC service provider.</p>	<p>Estimated when TOR is processed (Recurring Service)</p>
<p>Locksmith</p>	<p>Cores on external doors and fire panels will be supplied by KSC on a reimbursable basis. SPFL can procure commercial locksmith services for lock cores not required by KSC for Emergency/Fire access.</p>	<p>Full Cost including applicable CM&O rate.</p>	<p>Rates will vary per terms of NASA’s contract with KSC service provider.</p>	<p>Estimated when TOR is processed (Recurring Service)</p>
<p>Badging</p>	<p>KSC will provide background investigation for badging of SPFL employees requiring access to KSC in excess of 179 days (i.e. permanent badges).</p>	<p>Full Cost including applicable CM&O rate.</p>	<p>Rates will vary per terms of NASA’s contract with KSC service provider.</p>	<p>\$ 4,803 (Recurring Service)</p>

KSC General Access Training	Training required by NASA for employee access to KSC (e.g. General Hazards Familiarization) is provided at no cost.		No charge.	Training aides are available to meet KSC requirements by enabling SPFL to independently facilitate employee training (e.g. DVD).	N/A
Specialized Access Training	Specialized access training (e.g. hazardous area) will be priced on a case-by-case basis and provided by KSC on a reimbursable basis. In instances where KSC has excess seats available in area access training planned for KSC's needs, SPFL may, at the Government's sole discretion, participate at no cost.		Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider.	Estimated when TOR is processed (Recurring Service)
Discharge approval (nondomestic waste water)	KSC will provide services to review, coordinate and obtain approval from the US Air Force/45th Space Wing for SPFL's request to discharge non-domestic wastewater into the KSC/CCAFS sewer system. This service will be provided on a reimbursable basis.		Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider.	Estimated when TOR is processed (Recurring Service)
Spill Clean Up – Pervious Surfaces	Clean up of spills on pervious surfaces will be supplied by the KSC Spill Team on a reimbursable basis.		Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider.	Estimated when TOR is processed (Recurring Service)

Spill Clean Up – Impervious Surfaces	Clean up of spills on impervious surfaces is the responsibility of the SPFL and can be procured by an outside provider or requested from KSC on a reimbursable basis. When provided by KSC, service will be priced on a case-by-case basis.	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA’s contract with KSC service provider.	Estimated when TOR is processed (Recurring Service)
Ordnance Storage and Transport	Ordnance storage and transport will be provided by KSC on a reimbursable basis.	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA’s contract with KSC service provider.	Estimated when TOR is processed (Recurring Service)
Recyclable Services	Recyclable services and material containers are provided to meet KSC requirements at no cost to SPFL.	Included in applicable CM&O rate	Baseline level of support.	N/A
Site Planning	Services provided by KSC to support SPFL’s planning, implementation and integration with KSC of construction and facility improvement projects.	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA’s contract with KSC service provider.	\$ 5,745 (Recurring Service)
Meter Installation	Revenue grade meter installation is mandatory at unmetered facilities turned over to SPFL. Services for revenue grade meter installation (e.g. water, electrical, gas, commodities) can be procured by SPFL from an outside source or requested by KSC on a reimbursable basis.	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA’s contract with KSC service provider.	Estimated when TOR is processed (Recurring Service)

Spaceport Services	Services above KSC's baseline to facilitate integrated operations (e.g. schedule integration, coordination for hazard clears, off-shift support, dedicated facility interface to SPFL, configuration management & data packaging, system validation & testing) when provided by KSC will be on a reimbursable basis.	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider.	\$ 179,181 (Recurring Service)
Facility Maintenance	KSC will provide facility maintenance on real property assigned to SPFL under this agreement during the transition period.	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider.	\$289,775 (Transition Service)
Airfield Operations	KSC will provide airfield operations at the SLF during the transition period to include air traffic control and aircraft servicers.	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider.	\$323,377 (Transition Service)
Propellant and Life Support Services	KSC will provide commodities such as LOX, He and GN2 as well as SCAPE support for hazardous operations.	Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider.	Estimated when TOR is processed (Recurring Service)

Grounds Maintenance, Pest Control, Custodial & Refuse Management	These services will be self-procured by SPFL from outside sources during transition and subsequent years.		N/A	N/A	\$0
Reserve Account for Miscellaneous Services	Other services within the scope of this agreement may be requested via a Task Order Request (TOR) and cost estimate will be withdrawn from this reserve account maintained with KSC.		Full Cost including applicable CM&O rate.	Rates will vary per terms of NASA's contract with KSC service provider.	\$28,725 (Recurring Service)
Total Recurring Services Estimate (based on 1 yr.) → Total Transition Services Estimate (based on 5 mths.) → Grand Total Year 1 Initial Deposit					\$ 476,397 \$632,378 \$1,108,775 \$776,623

Note 1: Task Order Request (TOR) is a standardized form used by Partners to request reimbursable KSC services (KSC Form 50-202).

Note 2: Support Services are those necessary to occupy and operate real property on NASA KSC. Other services outside the scope of this SLF Agreement may be available on demand (priced on a case by case basis) from NASA KSC to SPFL through a separate reimbursable agreement (e.g. engineering, propellants, laboratory services).

Note 3: Center Management and Operations (CM&O) rates are expressed as "full" or "pass through". Definition and applicability of these rates are available upon request.

**EXHIBIT F
COMMERCIAL AEROSPACE 1509 TEMPLATE**

**Information Template for Proposed Facility Modifications Requiring NASA
Approval**

Date: _____

Location: Kennedy Space Center, Florida

Agreement # KCA-4412

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.

Are any salvage/scrap value offsets proposed?

Yes SPFL hereby requests to enter into a separate no cost contract for demolition as described in Facility Improvements Article, Paragraph 5.5. Estimated salvage/scrap values are attached.

No

Justification:

NASA Technical Point of Contact:

Schedule Dates:

Design Phase:

Construction Phase:

Summary of Estimated Costs:

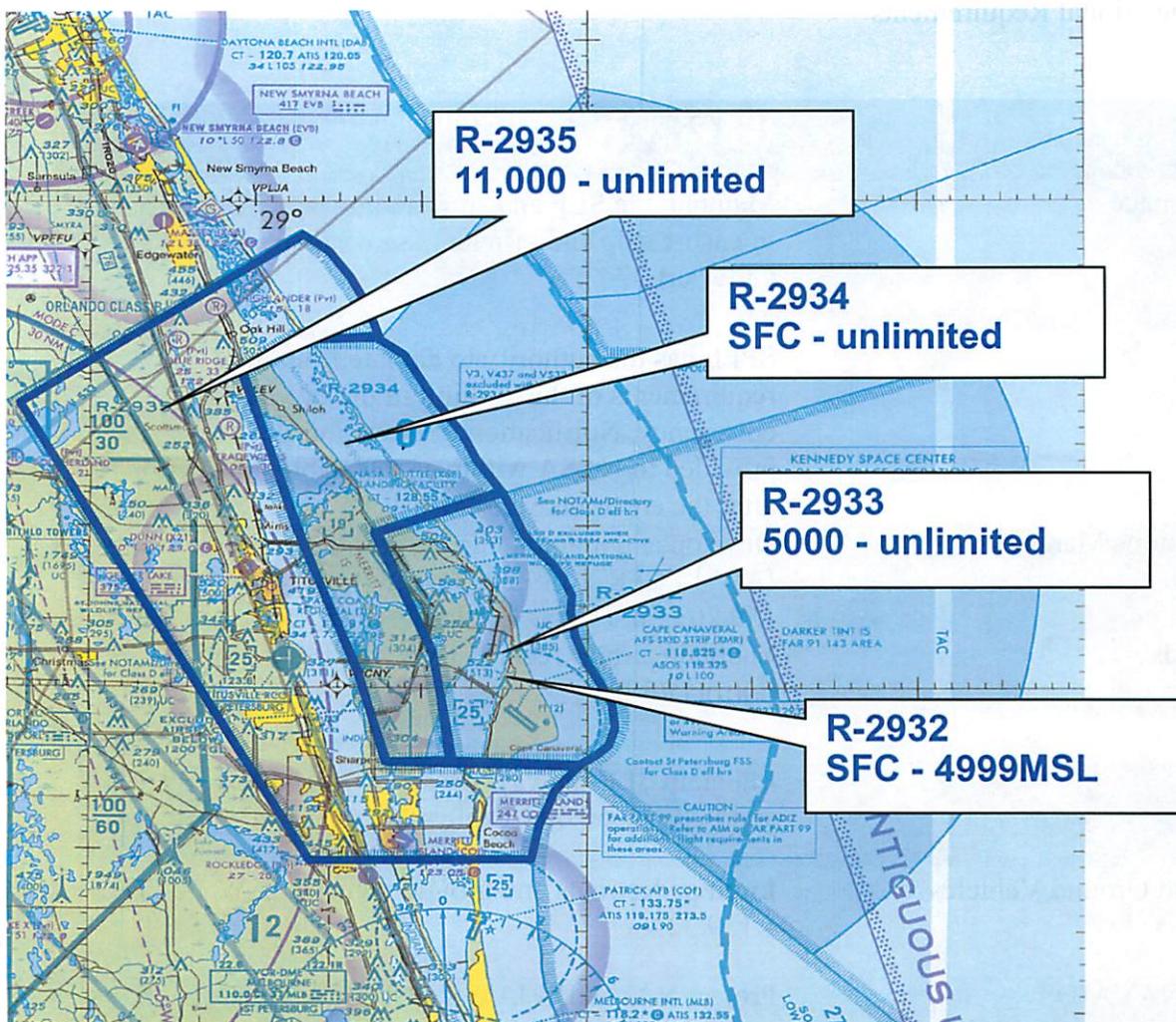
Design:

Construction:

Demolition:

Offsetting salvage or scrap value:

EXHIBIT G U.S. AIR FORCE EASTERN RANGE SPECIAL USE AIRSPACE



Restricted Areas

- R-2932 – Active by Notice to Airmen (NOTAM), currently active 24/7, entry by Prior Permission Required (PPR)
- R-2933 – Active by NOTAM, currently activated for launch activity, entry by PPR
- R-2934 – Active by NOTAM, currently activated for special activities at the SLF, entry by PPR
- R-2935 – Active by NOTAM, activated when necessary for landing at the SLF by vehicles from space or near space

All of the Special Use Airspace contained in R-2932, R-2933, R-2934, and R-2935 confines or segregates activities considered hazardous to nonparticipating aircraft; its activation and use or entry into these areas is controlled by the U.S. Air Force Eastern Range (45th Space Wing).

Exhibit H - Requirements for SLF Airfield Operations

SLF Aviation Operational Requirements

Title	Requirement
Navigable airspace	Maintain the SLF and surrounding area in a manner to ensure safe and efficient use of airspace IAW 14 CFR Part 77
Deviations	SPFL has the authority to deviate from the requirements of this Exhibit in the event of an emergency. Notification of deviation shall be provided to NASA within a reasonable time period after the emergency.
Airport Operations Manual	Develop and maintain an Airport Operations Manual IAW 14 CFR § 139.201 (a)(3)(4)(b)(c) and 14 CFR § 139.203 for a Class IV airport certificate class
Airport Records	Maintain airport records IAW 14 CFR § 139.301 (a)(b)(1)(3-8)
Paved Areas	Maintain SLF runway areas IAW 14 CFR § 139.305 and FAC 14-60.007 Table 4 "Very Good" condition
Pedestrians and Ground Vehicles	Limit pedestrians and ground vehicles IAW 14 CFR § 139.329
Protection of NAVAIDS	Protect NAVAIDS IAW 14 CFR § 139.333
Airport Personnel	Provide airport personnel training and equipment IAW 14 CFR § 139.303 (a)(b)(c)
Aircraft rescue and firefighting: Index determination	Identify the ARFF Index of the SLF IAW 14 CFR § 139.315
Aircraft Rescue and Firefighting: Equipment and Agents	Provide ARFF equipment and agents IAW 14 CFR § 139.317
Aircraft Rescue and Firefighting: Operations	Operate ARFF equipment IAW 14 CFR § 139.319
SLF Emergency Plan	Develop and maintain an SLF emergency plan

Wildlife hazard management	Develop and implement a wildlife hazard management plan
Airport condition reporting	Develop and implement an airport condition reporting system
SLF Operations	Operate the SLF pursuant to Florida Administrative Code Chapter 14-60.006
Airfield Services	Provide airfield services to include airfield management, control tower operations, flight operations, and ground operations
Operational Hours	<ol style="list-style-type: none"> 1. Ensure airfield services are available during published operating hours. 2. Provide off-shift support as schedules require <p>Ensure services are available during all requested periods for aircraft operations</p>
Control Tower Operations	<ol style="list-style-type: none"> 3. Operate Air Traffic Control Tower in accordance with FAAO JO 7110.65, and FAAO JO 7210.3, <i>Facility Operations and Administration</i>.
Control Tower Personnel Certifications	Maintain controller FAA certifications for operations at the SLF (KTTS)
Ground Handling Personnel	Provide trained and certified ground handling personnel to support scheduled aircraft operations, not limited to but to include refueling/defueling, LOX loading, marshalling and safing, and ground equipment operations.
Ground Support Equipment	Operate and maintain AGE identified in property agreement KCA-4412
Commodity support	Provide fuel, liquid oxygen, and other commodities as may be necessary for aircraft support
NASA Intercenter Aircraft Operations Panel Review (IAOP)	Support the NASA IAOP review and process as identified in NPR 7900.3C et seq.

SLF Operational Approval Matrix

Ground Vehicles	Aircraft	Unmanned Aerial Systems	Amateur Rockets (CFR Part 101)	Balloons (CFR Part 101)	Rocket Powered Vehicles/High Energy Sys
Class A – NASA Notification is not required					
- Based on SF analysis is not capable of creating a hazard outside of the SLF perimeter	- Aircraft operating with civil airworthiness certificate under 14 CFR Part 91 or a public aircraft operating IAW 49 USC 40125(b), and 40125(a)(1)	- Based on SF analysis is not capable of creating a hazard outside of the SLF perimeter - Meets published SF safety requirements - OR operating within approved FAA COA	- Meets 14 CFR 101 (C) Class 1 or 2 rocket definition - AND Based on SF analysis, not capable of creating a hazard outside of SLF perimeter - AND Operated IAW 14 CFR 101 (C) and applicable NFPA code	- Tethered Balloon - Based on SF analysis, not capable of creating hazard outside SLF perimeter - AND operated IAW 14 CFR 101 (B) and includes a FTS (rapid deflation) - Free Flight Balloon - Will exit SLF perimeter on planned trajectory - AND Operated IAW 14 CFR Part 101 (D) - AND Not planned to drop on NASA property	- N/A
Class B – NASA Notification Required					
- N/A	- Uncertificated Aircraft - OR Aircraft flight requiring Special Use Airspace	- Meets Class A - AND may be a high visibility project with some media attention - OR Operating within Special Use Airspace without FAA COA	- Meets Class A - AND May be a high visibility project with some media attention	- Tethered/Free Flight Balloon - Meets Class A - AND May be a high visibility project with some media attention - OR planned trajectory over NASA personnel/property	- SF analysis determines vehicle/operation is not capable of creating a hazard outside of the SLF perimeter. SF provides NASA-KSC Range Safety analysis for assessment. Differences in analysis results will be jointly resolved
Class C – NASA Notification and Coordination Required – NASA Safety & Flight Ops Acceptance of Airframe/Ops Required					
- Based on SF analysis, is capable of creating a hazard outside of the SLF perimeter	- Aircraft Carrying Ordnance - OR Based on SF analysis, is capable of creating a hazard outside of the SLF perimeter	- Based on SF analysis, is capable of creating a hazard outside of the SLF perimeter - OR Requires an alternate air field outside of SLF perimeter	- Meets 14 CFR 101 (C) definition for Class 3 rocket - OR based on SF analysis is capable of creating a hazard outside SLF perimeter - OR SF analysis shows dropped booster/payload will land outside of SLF perimeter	- Tethered/Free Flight Balloon - Exceeds 14 CFR 101 requirements - Free Flight Balloon - Based on SF analysis, is capable of creating a hazard outside SLF perimeter beyond 14 CFR 101 accepted hazards - OR SF analysis shows a dropped object over or on NASA property	- Based on SF analysis vehicle is capable of creating a hazard outside of SLF perimeter
Class D – NASA Notification and Coordination Required – NASA Safety & Flight Ops Detailed Independent Analysis Required					
-N/A	- N/A	- Meets Class C - AND meets the criteria of Cat 3 UAS (MGTOW>330lbs, OR V _{NO} > 200KIAS) - OR requires NASA assets/personnel	- Meets Class C - OR requires FTS for public safety - OR Other than amateur rocket - OR requires NASA assets/personnel	- Free Flight Balloon - Meets Class C - AND requires NASA assets - OR requires FTS for public safety	- Meets Class C - AND Requires FTS for public safety - Or Requires NASA assets/personnel

Space Operations Requirements

Title	Requirement
License to Operate a Launch Site	Obtain and maintain certification from FAA per 14 CFR § 420 to operate the SLF as a launch site
License to Operate a Reentry Site	Obtain and maintain certification from FAA per 14 CFR § 433 to operate the SLF as a reentry site
45th Space Wing Launch and Reentry requirements	Comply with 45th Space Wing required launch and reentry /landing regulations as specified by 45th Space Wing
Compliance with NASA-KSC Requirements	Comply with NASA-KSC Range Safety requirements for operations as Class B-D as indicated in the SLF Operational Approval Matrix
Operational Deviations	Non-emergency deviations to airfield requirements (e.g., marking, lighting, obstruction) specified in Section XXXII or this Exhibit H shall be provided to NASA prior to implementation and published in the appropriate FAA/DoD publications

EXHIBIT I: SLF AGREEMENT POINTS OF CONTACT

Business Points of Contact:

NASA

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Fax: 321-867-1670
NASA Kennedy Space Center
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Space Florida

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505 Odyssey Way, Suite 300
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EXHIBIT J
SPFL PLANNED OPERATIONS AND ASSOCIATED INSURANCE
REQUIREMENTS

A. List of SPFL Planned activities for the time period of June 22, 2015 to June 21, 2016 includes those activities shown in the "Space Florida Shuttle Landing Facility Operations Forecast for 2015-2016, incorporated herein.

B. Required Insurance Amounts for Damage to U.S. Government Property:

SPFL will maintain insurance in the amount of \$100,000,000 for damage to U.S. Government facilities at the SLF, and \$26,123,163 for the SLF Runway 15/33.

C. Required Insurance Amounts for Protection of Third Parties

SPFL will maintain Aviation Liability Insurance in the amount of \$50,000,000, and a Comprehensive General Liability Policy (General liability, Automobile, Property, Workers' Compensation) in the amount of \$3,000,000.

D. Required Insurance Amounts for Damage to SPFL Improvements

SPFL is not planning to make any Improvements to the SLF property during this insurance period. The parties will determine what insurance is required when SPFL determines a schedule for Improvements in future Annual Strategic Reviews.

Signed:



For NASA

6-22-15

Date



For SPFL FRANK A. DIBELLO

6/12/15

Date

Space Florida Shuttle Landing facility Operations Forecast for 2015 -2016

<i>Aviation Platforms (operations in 2015)</i>					
<u>Inventory</u>	<u>Platform</u>		<u>Ops Summary</u>	<u>Fuel</u>	<u>Comments</u>
6	Starfighters	F-104 Supersonic Jet Interceptor	3 flights monthly	Jet A	
3	KSC Helicopters	UH-1 Huey	3-4 flights weekly	JP-8	
	Unmanned Aerial Systems	Estimated at 50 Various Platforms	400 flights annually	Gas, Battery	approx 85% less than 125 lbs with 65% less than 25lbs
1	Northrop T-38 Talon		30 flights annually	JP-8	
1	Antonov	An-124, An-225	1 flight monthly	Jet A	
1	Lockheed C-5	Lockheed Galaxy	1 flight monthly	JP-8	
1	Commercial Logistics Flights	Logistics aircraft	1-2 flights monthly	Jet A	Commercial launch rate increase
1	Swiss Space Systems	Air Bus A350 & A380; SOAR Spacecraft	3-6 flights, maintenance Nov 2015	Jet A	
	Commercial Aircraft	Valous	35 flights annually	JP A	
<i>Space Platforms</i>					
1	NASA Program	prototype planetary lander serving as a vertical test bed	10-20 days of testing annually	Methane & Oxygen pressurized by Helium	New test program 2015
1	Commercial Space Company	Lunar lander spacecraft	10-20 days of testing annually	Hydrogen Peroxide	Test Program 2016
1	X-37 (USAF)	X-37 Spacecraft	2 landings annually	Glider on return	2015
1	Commercial Space Craft	RLV	2 flights monthly	RP-1 & LOX	2017
1	Commercial Space Company	Lunar spacecraft	10-30 days of testing	Isopropyl Alcohol and LOX	New test program 2016-2017
1	DoD Program	X-51 Spacecraft	10 events over 6 month period	RP-1 & LOX; LOX and Methane	2018
1	Suborbital Program	RLV	2 landings annually	Glider on return	2017
<i>Aviation & Space Platforms</i>					
1	Swiss Space Systems	Air Bus A350 & A380; SOAR Spacecraft	3-6 flights, maintenance Nov 2015	Jet A	2015
1	Commercial Space Company	Carrier Aircraft		Carrier - Jet A & LOX & RP1	2016
<i>Other activity</i>					
	Straight-line Performance Race	NASCAR cars	35 days		2014
<i>Fuel Assets</i>					
		10,000 gallon tank (Jet A - Starfighters)			
		Two (2) fuel trucks (8,000 gallon capacity) -			
		GSA Contract			Projected for 2016
<i>Special Events</i>					
	Fire Ball Run Event		October 3rd		Promotional lap & photo event