

## AFP-KSC-VAB--HB2-MLP-2015 Amendment

### Item 1

Location: Attachment B, Article VII, Paragraph 1.a; page B.14

#### Current Paragraph

Partner hereby waives all Claims against NASA, NASA's employees, NASA's Related Entities, and employees of NASA's Related Entities for any damage to, loss, or theft of any property, or for any bodily or personal injury, illness, or death of any person, arising at any time from or related to activities conducted under this Agreement, whether such injury, illness, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct. Partner shall extend this unilateral waiver to its Related Entities by requiring them, by contract or otherwise, to waive all Claims against NASA, NASA's employees, NASA's Related Entities, and employees of NASA's Related Entities **for injury, illness, death, damage, or losing arising from or related to activities conducted under this Agreement.**

#### Change to:

Partner hereby waives all Claims against NASA, NASA's employees, NASA's Related Entities, and employees of NASA's Related Entities for any damage to, loss, or theft of any property, or for any bodily or personal injury, illness, or death of any person, arising at any time from or related to activities conducted under this Agreement, whether such injury, illness, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct. Partner shall extend this unilateral waiver to its Related Entities by requiring them, by contract or otherwise, to waive all Claims against NASA, NASA's employees, NASA's Related Entities, and employees of NASA's Related Entities **for any damage to, loss, or theft of any property, or for any bodily or personal injury, illness, or death of any person, arising at any time from or related to activities conducted under this Agreement, whether such injury, illness, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.**

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### Item 2

Location: Attachment B, Article XIII, Paragraph 2.a.i; B.15

Current Paragraph:

2. Insurance Coverages and Amounts.

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

i. Partner shall maintain commercial general liability insurance, including contractual liability covering Partner's obligations under the Agreement, broad form property damage liability, fire legal liability, premises and completed operations, and medical payments, with limits not less than one hundred million dollars (\$100,000,000.00) per occurrence and aggregate, insuring against claims for bodily injury, personal injury, and property damage arising from the use of, activities performed in, or maintenance of HB2 and the Center. The policy shall contain an exception to any pollution exclusion which insures damage or injury arising out of heat, smoke, or fumes from a hostile fire. Any general aggregate shall apply on a per occurrence basis;

Change to:

2. Insurance Coverages and Amounts.

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

i. Partner shall maintain commercial general liability insurance, including contractual liability covering Partner's obligations under the Agreement, broad form property damage liability, fire legal liability, premises and completed operations, and medical payments, with limits not less than **To Be Determined dollars (\$TBD)** per occurrence and aggregate, insuring against claims for bodily injury, personal injury, and property damage arising from the use of, activities performed in, or maintenance of HB2 and the Center. The policy shall contain an exception to any pollution exclusion which insures damage or injury arising out of heat, smoke, or fumes from a hostile fire. Any general aggregate shall apply on a per occurrence basis;

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### Item 3

Location: Attachment B, Article XXI, Paragraph 1; B.26

Current Paragraph:

#### **XXI. DAMAGE OR DESTRUCTION**

If the VAB, or any part thereof, is damaged by fire or other casualty during the Term, Partner shall be responsible for the costs of completing the repairs, restoration and rebuilding of the VAB, subject to NASA's direction, to substantially the same condition, utility, and character in which they existed before the occurrence of such fire or other casualty (whether or not the insurance proceeds, if any, are sufficient for the purpose) and this Agreement shall remain in full force and effect.

Change to:

#### **XXI. DAMAGE OR DESTRUCTION**

If the VAB, or any part thereof, is damaged by fire or other casualty during the Term, Partner shall be responsible for the costs of completing the repairs, restoration and rebuilding of the VAB, subject to NASA's direction, to substantially the same condition, utility, and character in which they existed before the occurrence of such fire or other casualty (whether or not the insurance proceeds, if any, are sufficient for the purpose) and this Agreement shall remain in full force and effect. **This article applies only to damage or destruction that results from the activities of Partner or Partner's Related Entities.**

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### Item 4

Location: Attachment C, Paragraph 4, pg. C.1

Current Paragraph:

Borrower shall inspect and inventory the Equipment on loan and report the results to the NASA POC in Section 2b upon receipt, annually during the term of the loan, and upon the expiration or termination of this loan agreement.

Change to:

Borrower shall inspect and inventory the Equipment on loan and report the results to the NASA POC in **NASA Form 893** Section 2b upon receipt, annually during the term of the loan, and upon the expiration or termination of this loan agreement.

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### Item 5

Location: Attachment C, Paragraph 12d, pg. C.3

Current Paragraph:

All NASA property, including equipment; recyclable, salvaged, or scrap materials; or other personal property removed from the MLP by Partner shall be disposed of through the NASA property disposal process, as directed by NASA and in accordance with the Code of Federal Regulations, Federal Acquisition Regulations, Export Control Act, and NASA environmental requirements. Partner will make arrangements with the NASA Property Disposal Officer for pickup of that equipment shall make arrangements with the NASA Property Disposal Officer for delivery of such removed property and, as reasonably directed by NASA, deliver said property to a location designated by NASA.

Change to:

All NASA property, including equipment; recyclable, salvaged, or scrap materials; or other personal property removed from the MLP by **Borrower** shall be disposed of through the NASA property disposal process, as directed by NASA and in accordance with the Code of Federal Regulations, Federal Acquisition Regulations, Export Control Act, and NASA environmental requirements. **Borrower shall** make arrangements with the NASA Property Disposal Officer for pickup of that equipment **or** make arrangements with the NASA Property Disposal Officer for delivery of such removed property and, as reasonably directed by NASA, deliver said property to a location designated by NASA.