

ANNEX NO. 2  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
LANGLEY RESEARCH CENTER  
AND  
ELECTRA AERO INC.  
UNDER NONREIMBURSABLE SPACE ACT UMBRELLA AGREEMENT 36577  
FOR  
DEMONSTRATION OF ELECTRA AERO'S HYBRID-ELECTRIC SHORT  
TAKEOFF AND LANDING (eSTOL) VEHICLE

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of demonstration and evaluation of Electric Aero's ("Partner") hybrid-electric, short takeoff and landing (eSTOL) vehicle in Building 1244/Hangar.

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the Space Act, Other Transactions Authority (OTA), 51 U.S.C. § 20113(e).

This Annex supports NASA's FY 2022 Strategic Plan and Strategic Objective 3.2: Drive efficient and sustainable aviation.

ARTICLE 2. RESPONSIBILITIES

A. NASA LaRC will use reasonable efforts to:

1. Participate with Partner in a Technical Interchange Meeting.
2. Secure eSTOL vehicle in Building 1244/Hangar for 24 hours.
3. Evaluate the demonstration of the eSTOL vehicle.

B. Partner will use reasonable efforts to:

1. Participate with NASA LaRC in a Technical Interchange Meeting.
2. Provide a flight demonstration of its hybrid-electric, short takeoff and landing (eSTOL) vehicle.

### ARTICLE 3. SCHEDULE AND MILESTONES

The planned major milestones for the activities for this Annex defined in the "Responsibilities" Article are as follows:

1. Electra Aero, Inc. to deliver its eSTOL vehicle to NASA Langley Research Center. July 15, 2024
2. NASA LaRC to secure eSTOL vehicle in Building 1244/Hangar for 24 hours. July 15, 2024
3. NASA LaRC and Electra Aero, Inc. personnel to participate in a Technical Interchange Meeting. July 15, 2024
4. Electra Aero, Inc. to demonstrate its eSTOL vehicle. July 15, 2024
5. NASA LaRC to evaluate eSTOL vehicle. July 15, 2024

### ARTICLE 4. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. 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).

### ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of one (1) year.

B. Under paragraph H. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement, Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data provided.

1. Background Data: *The Disclosing Party's Background Data, if any, will be identified in a separate technical document.*
2. Third Party Proprietary Data: *The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.*
3. Controlled Government Data: *The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.*
4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement: *N/A.*

ARTICLE 6. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or six (6) months from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 7. TERMINATION

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 8. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

Technical Points of Contact

NASA Langley Research Center  
Samantha Magill  
AST, Technical Management  
Mail Stop: 475  
Hampton, VA 23681  
Phone: 757-864-6417  
Samantha.a.magill@nasa.gov

Electra Aero Inc  
JP (James) Stewart  
Vice President and General Manager  
Electra.aero  
10761 James Payne Ct.  
Manassas, VA, 20110  
Phone: 540-774-0995  
stewart.james@electra.aero

ARTICLE 9. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

*[Remaining page intentionally left blank; signatures to follow on next page.]*

ARTICLE 10. SIGNATORY AUTHORITY

NATIONAL AERONAUTICS AND  
SPACE ADMINISTRATION  
LANGLEY RESEARCH CENTER

ELECTRA AERO, INC

BY: \_\_\_\_\_  
John H. Koelling  
Director, Aeronautics Research  
Directorate

BY: \_\_\_\_\_  
JP (James) Stewart  
Vice President & General Manager,  
Electra.aero

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_