

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 16	PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 17		3. EFFECTIVE DATE August 23, 2006		4. REQUISITION/PURCHASE REQ. NO. See Pages 2 - 5
6. ISSUED BY PS21 Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS21-MDP	7. ADMINISTERED BY (If other than Item 6) MSFC Adm: PS21-MDP/Kimberly S. Carson 256-544-0609 Kimberly.S.Daniels@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Sverdrup Technology, Inc. c/o 600 William Northern Blvd Sverdrup Technology, Inc. Tullahoma, TN 37388 MSFC Group 1525 Perimeter Parkway Suite 330 Huntsville, AL 35806		(✓)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C	
CODE CAGE : 07486 VENDOR CODE 100028			10B. DATED (SEE ITEM 13) 09/28/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Pages 2 - 5

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Limitations of Funds Clause 52.232-22
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION					Total Contract Value	Total Funding Allotted
	Estimated Cost	Potential Perf. Fee	Potential Award Fee	Estimated Cost	Max Potential Perf. Fee	Earned Perf. Fee	Max Potential Award Fee	Earned Award Fee		
Previous	\$76,788,840	\$4,268,805	\$2,845,870	\$23,211,160	\$831,195	\$0	\$0	\$531,965	\$24,574,320	\$ 85,147,344
This Mod	0	0	0	0	0	0	0	0	0	\$ 18,361,618
New Total	\$76,788,840	\$4,268,805	\$2,845,870	\$23,211,160	\$831,195	\$0	\$0	\$531,965	\$24,574,320	\$103,508,962

See Page 2 for Description

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sherry K. Davidson Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/ Original Signed by Sherry K. Davidson (Signature of Contracting Officer)	08/23/2006

Description of Modification

1. This modification provides incremental funding which continues funding coverage through September 29, 2006, pursuant to FAR Clause 52.232-22, Limitation of Funds. Therefore, incremental funding is provided by revising Clause B.4, **CONTRACT FUNDING (1852.232-81) (JUN 1990)**. This revision is reflected by deleting page B-4 (MOD 15) and replacing it with the attached page B-4 (MOD 16). Revisions on the attached page are noted by a vertical line in the right margin.

Clause B.4 CONTRACT FUNDING, funding is hereby increased in the amount of \$18,361,618 from \$85,147,344 to \$103,508,962. Clause B.4 shown in Mod 16 is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 17), is substituted in lieu thereof.

2. The preceding paragraph(s) has/have been modified. Slip sheets to the contract are provided with sidebars indicating change.
3. All other terms and conditions remain unchanged.

Purchase Request No./Accounting & Appropriation Data

<u>PR</u>	<u>WBS ELEMENT</u>	<u>COST CENTER</u>	<u>FUND</u>	<u>AMOUNT</u>
4200140331	62-101-15-53	62SY10	ESAX22005D	-\$32,749
4200147218	62-973-15-03	62ER11	ESAX22005D	-\$60,034
4200152371	992858.04.08.01	62CS40	EXCX22006D	-\$19,826
4200169530	825080.04.06.01.07	62EI62	ESAX22006D	\$264,345
	825080.04.06.01.11	62EI32	ESAX22006D	\$100,000
	825080.04.06.01.03	62EI24	ESAX22006D	\$50,000
	825080.04.06.01.07	62EI24	ESAX22006D	\$10,000
	825080.04.06.01.04	62EI13	ESAX22006D	\$75,000
	825080.04.06.01.04	62EI11	ESAX22006D	\$100,000
	378710.05.02	62EI51	ESAX22006D	\$1,524
	524238.08.01.01.03	62EI24	EXCX22006D	\$20,000
	401769.06.01.01.08	62EI13	EXCX22006D	\$8,288
	401769.06.03.03.02.07	62EI13	EXCX22006D	\$10,000
	401769.06.01.01.08	62EI12	EXCX22006D	\$2,000
	401769.06.03.03.02.07	62EI11	EXCX22006D	\$8,000
	400147.04.01.01.08.06	62EI11	ESAX22006D	\$14,000
	197009.10.01.01.05	62EI21	EXCX22006D	\$35,900
	522632.08.01.01	62EI24	EXCX22006D	\$15,000
	278083.02.01.03	62EI62	ESAX22006D	\$6,419
	953033.01.08.06.21	62EI22	EXCX22006D	\$8,000
	931164.08.04	62EI22	EXCX22006D	\$40,000
	62-617-47-10	62EI13	EXCX22005D	\$23,200
	197009.10.01.01.05	62EI24	EXCX22006D	\$55,000
	825080.04.06.01.05	62EI11	ESAX22006D	\$125,000

	825080.04.06.01.02	62EI11	ESAX22006D	\$200,000
	825080.04.06.01.10	62EI31	ESAX22006D	\$19,000
	524238.08.01.01.03	62EI21	EXCX22006D	\$53,200
	931164.08.04	62EI42	EXCX22006D	\$7,711
	939904.01.08.02	62EI42	EXCX22006D	\$42,289
4200169608	136905.02.04.08	62EV12	ESAX22006D	\$215,120
	136905.02.05.08	62EV12	ESAX22006D	\$5,500
	136905.02.04.08	62EV33	ESAX22006D	\$39,342
	136905.02.01.08	62EV61	ESAX22006D	\$308,480
	136905.02.02.08	62EV62	ESAX22006D	\$68,468
	136905.08.05.01.08	62JP30	ESAX22006D	\$135,565
	136905.02.05.08	62EV63	ESAX22006D	\$38,563
	136905.02.04.08	62EV11	ESAX22006D	\$25,700
	136905.02.05.08	62EV11	ESAX22006D	\$2,100
	136905.02.01.08	62EV11	ESAX22006D	\$8,200
	136905.02.04.08	62ER42	ESAX22006D	\$16,000
	136905.08.04.01.08.05	62ER21	ESAX22006D	\$39,000
	136905.08.04.01.08.02	62ER41	ESAX22006D	\$12,000
	136905.08.04.01.08.01	62JP50	ESAX22006D	\$80,085
	136905.08.04.01.08.02	62EV61	ESAX22006D	\$71,864
	206518.02.99.01.08.05	62EM30	ESAX22006D	\$500,000
	136905.02.99.02.08.02	62EM10	ESAX22006D	\$150,000
	136905.08.03.01.08	62EV62	ESAX22006D	\$93,364
	136905.08.04.01.08.02	62EV62	ESAX22006D	\$55,000
	136905.08.04.01.08.02	62ER21	ESAX22006D	\$127,500
	136905.08.04.01.08.04	62ER21	ESAX22006D	\$39,000
	136905.08.04.01.08.08	62ER41	ESAX22006D	\$72,977
	136905.08.04.01.08.08	62ER42	ESAX22006D	\$72,736
	136905.08.05.11.01.02.08	62EI11	ESAX22006D	\$50,000
	136905.08.05.11.01.02.08	62EI24	ESAX22006D	\$50,000
	136905.08.05.08.01.08	62EI24	ESAX22006D	\$40,000
	136905.08.01.02.01	62JP20	ESAX22006D	\$85,371
	136905.08.01.04	62ER22	ESAX22006D	\$370,000
	136905.08.01.04	62EV11	ESAX22006D	\$31,150
	321878.04.10.01.01	62JP40	ESAX22006D	\$3,500
	136905.08.04.01.08.05	62ER41	ESAX22006D	\$42,500
	136905.08.05.08.01.08	62EI42	ESAX22006D	\$90,000
	136905.08.05.02.02.08	62EV61	ESAX22006D	\$4,176
	136905.08.05.02.01.08	62EV61	ESAX22006D	\$6,496
	136905.08.05.04.01.08	62ER21	ESAX22006D	\$50,000
	136905.08.05.05.01.08	62ER23	ESAX22006D	\$82,606
	136905.08.05.12.01.08	62EM50	ESAX22006D	\$6,000
	136905.08.05.09.02.08	62EI32	ESAX22006D	\$28,500
	136905.08.05.02.01.08	62EV11	ESAX22006D	\$613,091

	136905.08.05.08.11.08	62EV23	ESAX22006D	\$50,000
	136905.08.05.03.01.01.08	62EV31	ESAX22006D	\$92,660
	136905.08.05.02.04.08	62EV61	ESAX22006D	\$2,983
4200169656	843515.02.01.08.05.03.03	62EM20	EXCX22006D	\$8,000
	441261.04.05.01.08.01	62EM40	ESAX22006D	\$6,000
	197009.10.02.01.04	62EM40	EXCX22006D	\$112,000
	953033.04.08.01	62EM30	ESAX22006D	\$10,000
	524238.08.01.01.03	62MP31	EXCX22006D	\$50,000
	62-110-89-13	62EM50	ESAX22005D	\$675
	850661.04.02.08	62VP31	ESAX22006D	\$10,000
	281025.02.06.02	62EM40	ESAX22006D	\$14,455
	516572.04.06.01.01	62EM40	ESAX22006D	\$3,500
	953033.01.08.06.15	62EM40	ESAX22006D	\$14,000
	197009.10.02.01.04	62EM20	EXCX22006D	\$3,300
	825080.04.06.07	62EM30	ESAX22006D	\$40,000
	441261.04.10.01.02	62EM40	ESAX22006D	\$109,000
	524238.08.01.01.03	62EM20	EXCX22006D	\$80,000
	62R-251-96-051G-01	62EM10	EXCX22005R	\$10,667
4200170002	953033.01.08.06.05	62VP62	ESAX22006D	\$1,000
	953033.01.08.06.10	62VP62	ESAX22006D	\$935
	62-432-03-07	62VP62	ESAX22005D	\$772
	6251-459-20-10	62VP62	ESAX22005D	\$4,736
	6251-370-08-49	62VP62	ESAX22005D	\$4,517
	791926.02.03.01.05	62VP62	ESAX22006D	\$5,000
4200170104	136905.10.10.80.50.40	62JP02	ESAX22006D	\$9,229,703
4200170190	931164.08.04	62ED03	ESAX22006D	\$138,478
4200170608	825080.04.06.01.02	62ET30	ESAX22006D	\$37,938
	524238.08.02.01.03	62ET30	EXCX22006D	\$15,157
	401769.06.01.01.05	62ET30	EXCX22006D	\$7,978
4200171398	197009.10.01.01.12	62ER33	EXCX22006D	\$20,000
	197009.10.02.01.02	62ER43	EXCX22006D	\$131,741
	522632.08.01.01	62ER43	EXCX22006D	\$86,872
	136905.02.99.05.08.03	62ER42	ESAX22006D	\$21,000
	136905.02.99.05.08.02	62ER33	ESAX22006D	\$28,000
	522094.08.01.01.03.01	62ER21	EXCX22006D	\$30,000
	136905.10.10.80.40.20	62ER23	ESAX22006D	\$7,570
	62-612-01-92-06	62ER32	EXCX22005D	\$30,095
	069256.02.99.08.08	62ER32	ESAX22006D	\$36,000
	62-982-10-10	62ER24	ESAX22005D	\$72,000
	136905.02.99.05.08.03	62ER41	ESAX22006D	\$42,000

	136905.02.99.05.08.04	62ER41	ESAX22006D	\$49,000
	136905.02.99.05.08.03	62ER43	ESAX22006D	\$21,000
4200171537	939904.06.08.01	62EV13	EXCX22006D	\$53,200
	197009.10.01.01.04	62EV13	EXCX22006D	\$15,000
	197009.10.01.01.03	62EV13	EXCX22006D	\$23,600
	197009.10.01.01.06	62EV12	EXCX22006D	\$1,600
	524238.08.01.01.03	62EV12	EXCX22006D	\$600
	136905.08.05.11.01.01.08	62EV12	ESAX22006D	\$45,520
	401769.06.01.01.08	62EV63	EXCX22006D	\$4,960
	825080.04.06.01.07	62EV63	ESAX22006D	\$4,630
	825080.04.06.01.07	62EV12	ESAX22006D	\$57,025
	197009.10.01.01.11	62EV31	EXCX22006D	\$80,000
	524238.08.01.01.03	62EV31	EXCX22006D	\$60,000
	197009.10.01.01.10	62EV31	EXCX22006D	\$290,100
	197009.10.02.01.06	62EV31	EXCX22006D	\$48,122
	604746.02.06.06.08	62EV13	ESAX22006D	\$44,000
	397424.07.02.01.04	62EV13	ESAX22006D	\$80,000
	522632.08.01.01	62ET40	EXCX22006D	\$198,536
	604746.01.01.01.08	62EV62	ESAX22006D	\$3,400
	604746.01.01.02.15.08	62EV62	ESAX22006D	\$33,228
	931164.08.04	62EV61	ESAX22006D	\$26,814
	931164.08.04	62EV61	EXCX22006D	\$48,186
	604746.01.01.02.15.08	62EV61	ESAX22006D	\$321,141
4200172400	604746.01.98.08	62VP11	ESAX22006D	\$25,000
	206518.02.99.01.08.02	62VP11	ESAX22006D	\$50,000
	953033.03.08.02	62ED03	ESAX22006D	\$198,700
	953033.04.08.01	62ED03	ESAX22006D	\$704,900
	197009.10.02.01.04	62QD40	EXCX22006D	\$800
	939904.01.08.04	62QD40	EXCX22006D	\$2,000
	033801.08.01	62VP62	ESAX22006D	\$499
	62-839-88-04	62VP63	ESAX22005D	\$25,000
	197009.10.02.01.01	62VP63	EXCX22006D	\$17,400
	953033.01.08.06.23	62VP60	ESAX22006D	\$19,594
	6251-782-06-13	62VP63	ESAX22005D	\$141,354
	62-785-40-15	62VP63	ESAX22005D	\$1,892
	62-782-04-01	62VP63	ESAX22005D	\$3,342
	197009.10.01.01.06	62VP63	EXCX22006D	\$50,000
	62-406-06-01-04	62VP63	ESAX22005D	\$1,094
	62R-785-90-0584-01	62VP63	ESAX22005R	\$1,285
	904518.03.08.0685.01	62VP63	ESAX22006R	\$23,989
	62R-785-90-0585-01	62VP63	ESAX22005R	\$5,154
4200172506	953033.03.08.02	62GAINVIEC	ESAX22006D	\$100,000
			TOTAL	\$18,361,618

- (3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.
- (4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.
- (g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$99,447,830. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through September 29, 2006.
- (b) An additional amount of \$4,061,132 is obligated under this contract for payment of fees.
- (c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost:	\$81,805,446	\$17,642,384	\$99,447,830
Prov. Performance Fee:	\$2,005,139	\$431,540	\$2,436,679
Prov. Award Fee:	\$804,794	\$287,694	\$1,092,488
Earned Performance Fee:	\$0	\$0	\$0
Earned Award Fee:	\$531,965	\$0	\$531,965
Total Sum Allotted:	\$85,147,344	\$18,361,618	\$103,508,962

(End of Clause)