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|---|------------------------------------|--|---|--------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE 16 | PAGE OF PAGES 1 6 | |
| 2. AMENDMENT/MODIFICATION NO. 25 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. See Page 3 - 5 | | 5. PROJECT NO. (If applicable) |
| 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 Admin: PS21-MDP/Kimberly S. Carson 256-544-0609 Kimberly.S.Carson@nasa.gov | | CODE PS21-MDP |
| 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 Page 3 - 6

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

| | |
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| (✓) | 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) Unilateral Modification/FAR 52.232-22, Limitation of Funds and FAR 52.222-41 |

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.)

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) | |
| | | Kimberly S. Carson 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 Kimberly S. Carson (Signature of Contracting Officer) | 02/02/2007 |

| | MAXIMUM QUANTITY REMAINING | | | TASK ORDER CUMULATION | | | | | Total | Total |
|-----------|----------------------------|-------------|-------------|-----------------------|-----------------|-----------------|---------------|-------------|--------------|---------------|
| | Estimated | Potential | Potential | Estimated | Max Potential | Earned | Max Potential | Earned | Contract | Funding |
| | Cost | Perf. Fee | Award Fee | Cost | Performance Fee | Performance Fee | Award Fee | Award Fee | Value | Allotted |
| Previous | \$135,595,096 | \$8,113,221 | \$5,408,814 | \$64,404,904 | \$1,255,584 | \$ 1,952,146 | \$837,056 | \$1,343,909 | \$67,700,959 | \$138,987,326 |
| This Mod | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 18,148,662 |
| New Total | \$135,595,096 | \$8,113,221 | \$5,408,814 | \$64,404,904 | \$0 | \$ 1,952,146 | \$0 | \$1,343,909 | \$67,700,959 | \$157,135,988 |

Description of Modification

The purpose of this modification is to provide \$18,148,662 in incremental funding, pursuant to Clause 52.232-22, Limitation of Funds. Accordingly, the contract is changed in the following particulars:

1. Clause B.4 CONTRACT FUNDING, funding is hereby increased in the amount of \$18,148,662 from 138,987,326 to \$157,135,988. Clause B.4 shown in Mod 24 is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 25), is substituted in lieu thereof
2. In order to reflect the changes resulting from this modification, the page(s) listed below are added or deleted from the contract as shown. In order to indicate the specific area(s) of change, vertical lines are shown in the right margin of the enclosed replacement page(s) across from the revised area(s).

| <u>Section</u> | <u>Page(s) Added</u> | <u>Page(s) Deleted</u> |
|-----------------------|----------------------|------------------------|
| B.4, CONTRACT FUNDING | B-4 (Mod 25) | B-4 (Mod 24) |

3. All other terms and conditions remain unchanged and in full force and effect.

| PR | WBS ELEMENT | COST CENTER | FUND | AMOUNT |
|------------|-----------------------|--------------------|-------------|---------------|
| 4200172400 | 953033.03.08.02 | 62ED03 | ESAX22006D | (\$198,679) |
| | 953033.04.08.01 | 62ED03 | ESAX22006D | (\$704,826) |
| 4200183750 | 033801.08.01 | 62VP01 | ESAX22006D | \$77,000 |
| | 637495.06.02.01.08.01 | 62VP34 | EXCX22007D | \$180,000 |
| | 132438.01.10.01 | 62VP40 | ESAX22007D | \$50,000.00 |
| 4200185613 | 197009.10.02.01.02 | 62EM40 | EXCX22006D | \$30,000.00 |
| | 931164.08.04.01.06 | 62EM10 | EXCX22007D | \$50,000.00 |
| | 843515.02.02.11.08 | 62EM20 | EXCX22006D | \$30,000.00 |
| | 522632.08.01.01 | 62EM10 | EXCX22006D | \$28,600.00 |
| | 524238.08.01.01.03 | 62EM10 | EXCX22007D | \$98,000.00 |
| | 698671.04.08 | 62EM10 | ESAX22007D | \$20,000.00 |
| | 599489.02.07.08.01 | 62EM10 | ESAX22006D | \$2,484.00 |
| | 522094.08.01.01.03.01 | 62EM10 | EXCX22007D | \$32,490.00 |
| 4200186801 | 524238.08.01.01.03 | 62ET10 | EXCX22007D | \$40,000.00 |
| | 931164.08.04.01.01 | 62ET10 | EXCX22007D | \$6,761.00 |
| | 931164.08.04.01.01 | 62ET20 | EXCX22007D | \$13,000.00 |
| | 931164.08.04.01.01 | 62ET30 | EXCX22007D | \$55,239.00 |
| 4200186849 | 516572.04.06.01.02 | 62EI53 | ESAX22007D | \$120,000.00 |
| | 516572.04.06.02.01 | 62EI53 | ESAX22007D | \$97,886.00 |
| | 516572.04.06.01.04 | 62EI12 | ESAX22007D | \$38,099.00 |
| | 516572.04.06.01.01 | 62EI53 | ESAX22007D | \$172,669.00 |
| | 401769.06.03.07.04.04 | 62EI24 | EXCX22007D | \$100,000.00 |
| | 939904.01.08.02 | 62EI42 | EXCX22007D | \$34,000.00 |
| | 604746.01.98.08.16 | 62EI22 | ESAX22006D | \$40,000.00 |
| | 401769.06.08.02.04.02 | 62EI13 | EXCX22007D | \$30,000.00 |
| | 401769.06.08.02.04.02 | 62EI12 | EXCX22007D | \$10,000.00 |
| | 401769.06.03.03.02.07 | 62EI53 | EXCX22007D | \$60,000.00 |
| | 401769.06.03.03.02.07 | 62EI32 | EXCX22007D | \$10,000.00 |
| | 401769.06.03.03.02.07 | 62EI13 | EXCX22007D | \$25,000.00 |
| | 401769.06.03.03.02.07 | 62EI12 | EXCX22007D | \$30,000.00 |
| | 522632.08.01.01 | 62EI24 | EXCX22006D | \$25,000.00 |
| | 197009.10.01.01.05 | 62EI24 | EXCX22006D | \$25,000.00 |
| | 763115.08.04.01.05 | 62EI03 | EXCX22007D | \$58,933.00 |
| 4200187212 | 516572.04.06.01.04 | 62VP33 | ESAX22007D | \$20,000.00 |
| | 401769.06.03.03.02.07 | 62VP34 | EXCX22007D | \$50,000.00 |
| | 401769.06.08.02.04.02 | 62VP34 | EXCX22007D | \$20,000.00 |
| | 825080.05.06.01 | 62VP35 | ESAX22007D | \$15,500.00 |
| | 346620.01.01.01 | 62VP51 | ESAX22007D | \$216,000.00 |
| | 627989.06.02.01.02.03 | 62VP34 | EXCX22006D | \$42,920.00 |

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|------------|--------------------------|--------|------------|----------------|
| 4200187214 | 136905.02.99.01.08 | 62ER24 | ESAX22006D | \$50,000.00 |
| | | | | |
| 4200187372 | 136905.02.99.05.08.03 | 62ER42 | ESAX22006D | \$57,000.00 |
| | 136905.02.99.05.08.02 | 62ER34 | ESAX22006D | \$15,000.00 |
| | 136905.02.99.05.08.03 | 62ER34 | ESAX22006D | \$15,000.00 |
| | 136905.02.99.05.08.04 | 62ER34 | ESAX22006D | \$15,000.00 |
| | 136905.02.99.05.08.04 | 62ER41 | ESAX22006D | \$3,500.00 |
| | 136905.02.99.05.08.03 | 62ER41 | ESAX22006D | \$42,000.00 |
| | 069256.02.99.08.08 | 62ER32 | ESAX22006D | \$51,000.00 |
| | | | | |
| 4200187374 | 825080.05.06.01 | 62EI24 | ESAX22006D | \$15,500.00 |
| | 825080.05.06.01 | 62EI24 | ESAX22007D | \$15,500.00 |
| | 691633.01.08.01 | 62ED03 | EXCX22007D | \$50,000.00 |
| | | | | |
| 4200187375 | 136905.08.05.12.07.08 | 62EM20 | ESAX22007D | \$20,781.00 |
| | 136905.08.05.12.02.08 | 62EM10 | ESAX22007D | \$6,604.00 |
| | 136905.08.05.12.01.08 | 62EM10 | ESAX22007D | \$77,369.50 |
| | 136905.08.04.01.08.08 | 62ER43 | ESAX22007D | \$48,419.00 |
| | 136905.08.05.06.02.08 | 62ER42 | ESAX22007D | \$2,026.50 |
| | 136905.08.04.01.08.08 | 62ER42 | ESAX22007D | \$40,000.00 |
| | 136905.08.04.01.08.08 | 62ER41 | ESAX22007D | \$65,000.00 |
| | 136905.08.04.01.08.05 | 62ER41 | ESAX22007D | \$65,000.00 |
| | 136905.08.05.06.03.08 | 62ER41 | ESAX22007D | \$49,507.50 |
| | 136905.08.05.04.02.08 | 62ER34 | ESAX22007D | \$1,889.50 |
| | 136905.08.01.03 | 62ER33 | ESAX22006D | \$117.00 |
| | 136905.08.04.01.08.10 | 62ER32 | ESAX22007D | \$5,000.00 |
| | 136905.08.04.01.08.08 | 62ER31 | ESAX22007D | \$63,000.00 |
| | 136905.08.05.04.06.08 | 62ER22 | ESAX22007D | \$23,878.50 |
| | 136905.08.01.11 | 62ER22 | ESAX22006D | \$200,000.00 |
| | 136905.10.10.10.10 | 62JP10 | ESAX22006D | \$200,000.00 |
| | 136905.02.99.02.08.08 | 62ER41 | ESAX22006D | \$32,910.00 |
| | 136905.02.99.02.08.04 | 62ER42 | ESAX22006D | \$46,776.00 |
| | 136905.02.99.02.08.04 | 62ER41 | ESAX22006D | \$42,500.00 |
| | 136905.08.01.09 | 62JP20 | ESAX22006D | \$120,000.00 |
| | 136905.08.01.04 | 62JP20 | ESAX22006D | \$115,000.00 |
| | 136905.10.10.80.50.50 | 62JP10 | ESAX22007D | \$100,000.00 |
| | 136905.10.10.80.50.40 | 62JP10 | ESAX22006D | \$7,500,000.00 |
| | 136905.10.10.10.10 | 62JP10 | ESAX22007D | \$20,000.00 |
| | 136905.08.05.10.02.08 | 62ET40 | ESAX22007D | \$52,269.00 |
| | 136905.02.07.08.05 | 62EO60 | ESAX22007D | \$185,000.00 |
| | 136905.08.05.11.01.05.08 | 62EO60 | ESAX22007D | \$149,626.16 |
| | 136905.08.05.12.02.08 | 62EM30 | ESAX22007D | \$37,499.50 |
| | 136905.08.05.12.01.08 | 62EM30 | ESAX22007D | \$9,999.50 |
| | 136905.08.05.12.02.08 | 62EM20 | ESAX22007D | \$29,999.50 |
| | 136905.08.05.02.04.08 | 62EV41 | ESAX22007D | \$246,349.00 |
| | 136905.08.05.10.03.08 | 62EV35 | ESAX22007D | \$85,798.50 |
| | 136905.02.04.08.06 | 62EV33 | ESAX22007D | \$504,000.00 |
| | 136905.02.04.08.05 | 62EV32 | ESAX22007D | \$105,000.00 |

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|------------|--------------------------|--------|------------|----------------|
| | 136905.08.05.02.02.08 | 62EV32 | ESAX22007D | \$3,848.07 |
| | 136905.08.05.03.01.01.08 | 62EV32 | ESAX22007D | \$115,398.50 |
| | 136905.08.05.03.03.01.08 | 62EV31 | ESAX22007D | \$18,269.50 |
| | 136905.08.05.09.01.08 | 62EV22 | ESAX22007D | \$4,761,927.50 |
| | 136905.02.06.08.03 | 62EV22 | ESAX22007D | \$170,000.00 |
| | 136905.08.05.11.01.01.08 | 62EV12 | ESAX22007D | \$3,140.26 |
| | 136905.02.07.08.04 | 62EV12 | ESAX22007D | \$9,000.00 |
| | 136905.02.04.08.03 | 62EV12 | ESAX22007D | \$163,500.00 |
| | 136905.08.01.04 | 62EV11 | ESAX22007D | \$100,000.00 |
| | 136905.02.04.08.02 | 62EV11 | ESAX22007D | \$100,000.00 |
| | 136905.02.06.08.05 | 62EI24 | ESAX22007D | \$22,000.00 |
| | 136905.08.04.01.08.07 | 62ER21 | ESAX22007D | \$80,000.00 |
| | 136905.08.04.01.08.04 | 62ER21 | ESAX22007D | \$48,000.00 |
| | 136905.08.04.01.08.02 | 62ER21 | ESAX22007D | \$75,000.00 |
| | 136905.08.05.04.03.08 | 62ER21 | ESAX22007D | \$73,854.50 |
| | 136905.08.05.04.02.08 | 62ER21 | ESAX22007D | \$30,484.50 |
| | 136905.08.05.04.01.08 | 62ER21 | ESAX22007D | \$7,733.50 |
| | 136905.02.02.08.03 | 62EV62 | ESAX22007D | \$37,000.00 |
| | 136905.02.02.08.02 | 62EV62 | ESAX22007D | \$50,000.00 |
| | 136905.08.04.01.08.02 | 62EV61 | ESAX22007D | \$11,736.00 |
| | 136905.08.05.02.05.08 | 62EV61 | ESAX22007D | \$109,564.73 |
| | 136905.08.05.02.01.08 | 62EV61 | ESAX22007D | \$104,285.00 |
| | 136905.08.05.02.04.08 | 62EV42 | ESAX22007D | \$18,780.50 |
| | 136905.02.04.08.09 | 62EV41 | ESAX22007D | \$330,000.00 |
| | 136905.08.05.07.01.08 | 62EV41 | ESAX22007D | \$41,673.50 |
| | 136905.08.05.02.01.08 | 62EV41 | ESAX22007D | \$28,770.00 |
| | | | | |
| 4200187674 | 872663.06.08 | 62ED03 | ESAX22006D | \$2,800.00 |
| | | | | |
| | | | TOTAL | \$18,148,662 |

- (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 \$157,135,988. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through August 31, 2007.
- (b) Recapitulation of funding is as follows:

| | Previous | This Action | Total |
|---------------------|---------------|--------------|---------------|
| Total Sum Allotted: | \$138,987,326 | \$18,148,662 | \$157,135,988 |

(End of Clause)