

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA Lyndon B. Johnson Space Center Attn: Craig Burrige, Mail Code BG 2101 NASA Parkway Houston, Texas 77058-3696	CODE	7. ADMINISTERED BY (if other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) SPACE EXPLORATION TECHNOLOGIES 1 ROCKET ROAD HAWTHORNE, CA 90250-6844			

CODE	FACILITY CODE 3BVL8
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B	10B. DATED (SEE ITEM 13) 12/23/2008

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 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 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)

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

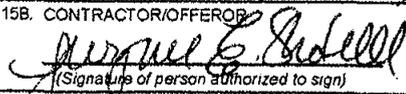
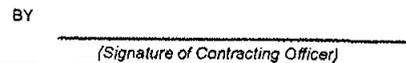
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)
	d. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subject contract is hereby changed to delete "Proprietary and Competition Sensitive Information" from the footer of all pages of the contract, where applicable.

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) Gwynne E. Stotwell, President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Craig Burrige Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12/31/2008
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
				1	2
2. AMENDMENT/MOD NO. 2	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. 4200285245		5. PROJECT NO	
NASA-Johnson Space Center Attn: Judy Ross, Mail Code BG 2101 NASA Pkwy Houston, TX 77058-3696		7. ADMINISTERED BY NASA-Johnson Space Center, Attn: Judy Ross/BG 2101 NASA Pkwy Houston, TX 77058-3696		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Space Exploration Technologies Attn: Gwynne Shotwell 1 Rocket Road Hawthorne, CA 90250-6844			(9)	9A. AMENDMENT OF SOLICITATION NO	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			(10)	10A. MOD. OF CONTRACT/ORDER No NNJ09GA04B	
CODE		FACILITY CODE		<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13)
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 OR 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 one (1) copy 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 ACKNOWLEDGMENT 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) PR# 4200285245 6100.2200 72 2200 871056.08.05.02.01 FC000000 72ON111 72 EXCX22009D Financial Management					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input type="checkbox"/> 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.					
<input type="checkbox"/> 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).					
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) NFS 1852.232-77 Limitation of Funds (Fixed - Price Contract) (Mar 1989)					
IMPORTANT: Contractor (is or is not) 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.					
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 Judy F. Ross, Contracting Officer		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA Judy F. Ross (Signature Of Contracting Officer)		16C. DATE SIGNED 24 Mar 2009	

The purpose of this modification is to:

1. Increase funding on this contract from \$9,739,760, by \$2,760,240, to \$12,500,000.
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):
 - (a) Of the total price of CLINs 0001 through 0003, the sum of \$12,500,000 is presently available for payment and allotted to this contract.
 - (c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until May 15, 2009.
3. Replacement pages for Section II, pages 17 and 18 are provided herein.
4. All other terms and conditions remain unchanged and in full force and effect.

II.A. ADDENDUM TO FAR 52.212-4

NOTE: In accordance with paragraph (s) of FAR clause 52.212-4, any inconsistencies between FAR Clause 52.212-4 and the Addendum to FAR 52.212-4 of this solicitation or contract shall be resolved by giving precedence to the Addendum to FAR 52.212-4, except for the paragraphs listed in (s)(2).

II.A.1 ON-RAMP

- 1.1 The purpose of the Indefinite Delivery Indefinite Quantity (IDIQ) on-ramp is to provide NASA with a mechanism to recompete due to the loss of an existing ISS Commercial Resupply Services (CRS) supplier or to procure a vehicle service that is not currently being provided within the scope of this contract during the period of performance. NASA will determine whether those conditions are met prior to synopsizing and conducting the "On-Ramp" competition.
- 1.2 The parties mutually agree that the original solicitation, as revised, will be used as a basis to add additional awardees to the pool of existing awardee(s) to compete on future task orders. The decision to request proposals under the clause will be solely at NASA's discretion and will only occur after this requirement has been synopsized.

If NASA issues a solicitation notice, new and existing providers will be allowed to submit proposals within the notice's stated response time. Upon award of each additional contract, NASA shall notify all present Contractors of the award, and the new Contractor shall thenceforth be eligible to compete with all present Contractors for the award of IDIQ task orders.

- 1.3 Existing Contractors may propose services consistent with the Instruction to Offerors of the "On-Ramp" Request for Proposal, as revised. If the existing Contractor(s) chooses not to respond to the "On-Ramp" Request for Proposal, they remain as a candidate for competition of future orders under the terms of the existing contract.

(End of clause)

**II.A.2 NFS 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)
(MAR 1989)**

- (a) Of the total price of CLINs 0001 through 0003, the sum of \$12,500,000 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in Clause II.A.6, until the total price of said CLINs is allotted.
- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to Section II, Clause 52.212-4(l), Termination for the Government's Convenience, of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor

pursuant to Clause II.A.6 and Table II.A.6-1. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in contract Section II, Clause 52.212-4(l) notwithstanding.

- (c) Reserved.
 - (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until May 15, 2009.
 - (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next sixty (60) days the work will reach a point at which, if the contract is terminated pursuant to contract Section II, Clause 52.212-4(l) of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1.
 - (3) Reserved.
 - (i) The notice shall state the estimate when the point referred to in paragraph I(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
 - (ii) The Contractor shall, sixty (60) days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
 - (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to contract Section II, Clause 52.212-4(l).
- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price(s) (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Termination for Cause clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: **NNJ09GA04B** PAGE OF PAGES: **1** / **3**

2. AMENDMENT/MOD NO.: **3** 3. EFFECTIVE DATE: **20 Apr 2009** 4. REQUISITION/PURCHASE REQ. NO.: _____ 5. PROJECT NO.: _____

NASA-Johnson Space Center CODE _____ 7. ADMINISTERED BY CODE _____
 Attn: Judy Ross, Mail Code BG NASA-Johnson Space Center, Attn: Judy Ross/BG
 2101 NASA Pkwy 2101 NASA Pkwy
 Houston, TX 77058-3696 Houston, TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)
 Space Exploration Technologies
 Attn: Gwynne Shotwell
 1 Rocket Road
 Hawthorne, CA 90250-6844

(9) 9A. AMENDMENT OF SOLICITATION NO. _____
 9B. DATED (SEE ITEM 11) _____
 (10) 10A. MOD. OF CONTRACT/ORDER No. **NNJ09GA04B**
 10B. DATED (SEE ITEM 13) _____

CODE _____ FACILITY CODE _____

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 OR 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 one (1) copy 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 ACKNOWLEDGMENT 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)
Financial Management

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).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor IS required to sign this document and return 2 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.

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)
Steven J. Scott, Director Mission Mgt

15B. CONTRACTOR/OFFEROR
SCSSA
 (Signature of person authorized to sign)

16A. NAME AND TITLE OF CONTRACTING OFFICER
Judy F. Ross, Contracting Officer

16B. UNITED STATES OF AMERICA
Judy F. Ross
 (Signature Of Contracting Officer)

16C. DATE SIGNED
20 Apr 2009

The purpose of this modification is to make the following administrative changes to the contract:

1. Change block 1, Requisition No., of Standard Form (SF) 1449, Solicitation/Contract Order for Commercial Items
FROM: (blank) **TO:** 4200278694
2. Change block 3, Award/Effective Date, of SF 1449
FROM: (blank) **TO:** 12/23/2008
3. Change block 18a, Payment Will Be Made By, of SF 1449
FROM: NASA-Johnson Space Center
Financial Management Division/LF
2101 NASA Parkway
Houston, TX 77058
TO: NASA Shared Services Center
FMD Accounts Payable
Bldg. 111, C Road
Stennis Space Center, MS 39529
4. Change block 25, Accounting and Appropriation Data, of SF 1449
FROM: (blank) **TO:** PR# 4200278694; \$9,739,760
5. Change contract header text
FROM: RFP NNJ08ZBG00R Volume 1 __ Offer
TO: NNJ09GA04B
6. Delete "11/10/2008" from footer textbox
7. Change Clause I.A.2; **PERIOD COVERED BY PROCUREMENT:**
FROM: The total period of performance for this effort is January 1, 2009 through December 31, 2015.
TO: The total period of performance for this effort is December 23, 2008 through December 31, 2015.
8. Delete Clause II.A.19A, **OPTIONAL MISSION SUCCESS DETERMINATION, INVESTIGATION, AND CORRECTIVE ACTIONS** – N/A because it does not apply to this contract.
9. Change Clause II.A.28, **OMBUDSMAN – ALTERNATE I (NFS 1852.215-84) JUN 2000** (Page 43)

FROM: Lucy V. Kranz	TO: Melanie W. Saunders
Attn: Mail Code AC	Attn: Mail Code AC
2101 NASA Parkway	2101 NASA Parkway
Houston, TX 77058-3696	Houston, TX 77058-3696
281-483-0490	281-483-0490
facsimile 281-483-2200	facsimile 281-483-2200
email: lucy.v.kranz@nasa.gov	email: melanie.saunders-1@nasa.gov

10. Replacement pages are provided herein; SF 1449, the Table of Contents, and Sections I and II are reissued in their entirety.
11. All other terms and conditions remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
				1	2
2. AMENDMENT/MOD NO. 4	3. EFFECTIVE DATE 21 Apr 2009	4. REQUISITION/PURCHASE REQ. NO. 4200291372		5. PROJECT NO.	
NASA-Johnson Space Center Attn: Judy Ross, Mail Code BG 2101 NASA Pkwy Houston, TX 77058-3696		7. ADMINISTERED BY NASA-Johnson Space Center, Attn: Judy Ross/BG 2101 NASA Pkwy Houston, TX 77058-3696			
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Space Exploration Technologies Attn: Steven Scott 1 Rocket Road Hawthorne, CA 90250-6844			(9)	9A. AMENDMENT OF SOLICITATION NO	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			(10)	10A. MOD. OF CONTRACT/ORDER No NNJ09GA04B	
CODE	FACILITY CODE	<input checked="" type="checkbox"/>		10B. DATED (SEE ITEM 13)	
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 OR 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 one (1) copy 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 ACKNOWLEDGMENT 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) PR# 4200291372; \$70,000. Financial Management					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input type="checkbox"/> 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.					
<input checked="" type="checkbox"/> 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).					
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) NFS 1852.232-77 Limitation of Funds (Fixed - Price Contract) (Mar 1989)					
IMPORTANT: Contractor (is or is not) 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.					
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 Judy F. Ross, Contracting Officer		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA Judy F. Ross (Signature Of Contracting Officer)		16C. DATE SIGNED 21 Apr. 2009	

The purpose of this modification is to:

1. Increase funding on this contract from \$12,500,000, by \$70,000, to \$12,570,000.
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):
 - (a) Of the total price of CLINs 0001 through 0003, the sum of \$12,570,000 is presently available for payment and allotted to this contract.
 - (c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until May 31, 2009.
3. Add Attachment V.M, Special Task Assignments and Studies Sub-CLIN Schedule for CLIN 0003
4. Delete Section IV, Offer Representations and Certifications/Minimum Requirements/Representations and Warranties. Section IV is still applicable to this contract, but is hereafter included with pre-award documents.
5. Replacement pages for the Table of Contents; Clause II.A.2; and Section V, Attachments are provided herein.
6. All other terms and conditions remain unchanged and in full force and effect.

2 Model Contract: Contract Terms and Conditions

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II.A. ADDENDUM TO FAR 52.212-4

NOTE: In accordance with paragraph (s) of FAR clause 52.212-4, any inconsistencies between FAR Clause 52.212-4 and the Addendum to FAR 52.212-4 of this solicitation or contract shall be resolved by giving precedence to the Addendum to FAR 52.212-4, except for the paragraphs listed in (s)(2).

II.A.1 ON-RAMP

1.1 The purpose of the Indefinite Delivery Indefinite Quantity (IDIQ) on-ramp is to provide NASA with a mechanism to recompete due to the loss of an existing ISS Commercial Resupply Services (CRS) supplier or to procure a vehicle service that is not currently being provided within the scope of this contract during the period of performance. NASA will determine whether those conditions are met prior to synopsising and conducting the "On-Ramp" competition.

1.2 The parties mutually agree that the original solicitation, as revised, will be used as a basis to add additional awardees to the pool of existing awardee(s) to compete on future task orders. The decision to request proposals under the clause will be solely at NASA's discretion and will only occur after this requirement has been synopsised.

If NASA issues a solicitation notice, new and existing providers will be allowed to submit proposals within the notice's stated response time. Upon award of each additional contract, NASA shall notify all present Contractors of the award, and the new Contractor shall thenceforth be eligible to compete with all present Contractors for the award of IDIQ task orders.

1.3 Existing Contractors may propose services consistent with the Instruction to Offerors of the "On-Ramp" Request for Proposal, as revised. If the existing Contractor(s) chooses not to respond to the "On-Ramp" Request for Proposal, they remain as a candidate for competition of future orders under the terms of the existing contract.

(End of clause)

II.A.2 NFS 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)

(a) Of the total price of CLINs 0001 through 0003, the sum of \$12,570,000 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in Clause II.A.6, until the total price of said CLINs is allotted.

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to Section II, Clause 52.212-4(l), Termination for the Government's Convenience, of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor

pursuant to Clause II.A.6 and Table II.A.6-1. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in contract Section II, Clause 52.212-4(l) notwithstanding.

- (c) Reserved.
- (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until May 31, 2009.
- (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next sixty (60) days the work will reach a point at which, if the contract is terminated pursuant to contract Section II, Clause 52.212-4(l) of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1.
- (3) Reserved.
- (i) The notice shall state the estimate when the point referred to in paragraph I(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
- (ii) The Contractor shall, sixty (60) days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
- (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to contract Section II, Clause 52.212-4(l).
- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price(s) (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Termination for Cause clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on

4 Deviations, Exceptions and Conditional Assumptions

4.1 Deviations

None

4.2 Exceptions

None

4.3 Conditional Assumptions

4.3.1 TDRSS/NISN costs

The cost associated with the use of TDRSS depends on the type of service we use and the time usage. SpaceX is baselining a Single Access (SA) and will try to optimize the use of TDRSS time, dividing the support required between critical and nominal phases. Furthermore, SpaceX is assuming that when using data relay capability through the ISS, by utilizing the CUCU crosslink radio, it will not be responsible for this indirect TDRSS (i.e. TDRSS to ISS) costs, since SpaceX telemetry would be interleaved with other ISS data and covered by ISS TDRSS usage.

Based on the information worked for Phase I, and adopting the Demo C3 mission as a model, SpaceX estimates the need for approximately 4,000 minutes of TDRSS direct time for a nominal CRS mission. This time includes all events and operations, and is a combination of the continuous coverage for critical events (e.g. proximity rendezvous ops) and nominal phases (e.g. checkout and far field rendezvous).

SpaceX understands that this cost is considered as an end-to-end cost, and it does cover also the standard NASA ground segment to carry command and telemetry to and from the customer control center. SpaceX also acknowledges that the standard routing of this data involves NASA's discretion in evaluating the most efficient and cost effective routing depending on the location of the customer control center.

For the resupply missions, SpaceX is baselining routing the data through Johnson Space Center to leverage on the otherwise-mandated connection between MCC-X and MCC-H. If this routing, that has already been jointly established during COTS Phase I, is not considered to be the optimal routing, then additional ground costs should be considered.

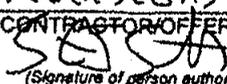
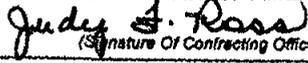
4.3.2 Full data rate support

SpaceX acknowledges the requirement to deliver full-data rate information to NASA. Whereas "Full-data rate data" is not defined, SpaceX's interprets this to mean that all received and/or recorded telemetry information, for both Falcon 9 and Dragon, through all mission phases will be made available to NASA. This includes data from launch range receivers, other ground stations, TDRSS, and Iridium, in addition to any additional data stored on-board the vehicles and downloaded after recovery.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1	2
2. AMENDMENT/MOD NO. 5		3. EFFECTIVE DATE see block 16c		4. REQUISITION/PURCHASE REQ. NO. 4200293483	
NASA-Johnson Space Center Attn: Judy Ross, Mail Code BG 2101 NASA Pkwy Houston, TX 77058-3696		7. ADMINISTERED BY NASA-Johnson Space Center, Attn: Judy Ross/BG 2101 NASA Pkwy Houston, TX 77058-3696		5. PROJECT NO.	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Space Exploration Technologies Attn: Gwynne Shotwell 1 Rocket Road Hawthorne, CA 90250-6844		(9)		9A. AMENDMENT OF SOLICITATION NO	
CODE		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		(10)		10A. MOD. OF CONTRACT/ORDER No NNJ09GA04B	
		<input checked="" type="checkbox"/>		10B. DATED (SEE ITEM 13)	
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 OR 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 one (1) copy 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 ACKNOWLEDGMENT 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) PR 4200293483, \$12,500,000 <i>Financial Management</i>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input type="checkbox"/> 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.					
<input type="checkbox"/> 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).					
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) NFS 1852.232-77 Limitation of Funds (Fixed - Price Contract) (Mar 1989)					
IMPORTANT: Contractor (is or is not) 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.					
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		
			Judy F. Ross, Contracting Officer		
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)		Judy F. Ross (Signature Of Contracting Officer)		5 May 2009	
NSN 7540-01-152-9070 PREVIOUS EDITION UNUSABLE		30-105		STANDARD FORM 30 (REV 10-83) ES Prescribed by GSA FPMR (48 CFR)	

The purpose of this modification is to:

1. Increase funding on this contract from \$12,570,000, by \$12,500,000, to \$25,070,000.
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):
 - (a) Of the total price of CLINs 0001 through 0003, the sum of \$25,070,000 is presently available for payment and allotted to this contract.
 - (c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until September 30, 2009.
3. Replacement pages are provided herein.
4. All other terms and conditions remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	2
2. AMENDMENT/MOD NO. 6	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.
NASA-Johnson Space Center Attn: Judy Ross, Mail Code: BG 2101 NASA Pkwy Houston, TX 77058		7. ADMINISTERED BY NASA-Johnson Space Center, Attn: Judy Ross, BG 2101 NASA Pkwy Houston, TX 77058		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Space Exploration Technologies Attn: Steven Scott 1 Rocket Road Hawthorne, CA 90250-6844		(9)	9A. AMENDMENT OF SOLICITATION NO	
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
		(10)	10A. MOD. OF CONTRACT/ORDER No NNJ09GA04R	
CODE	FACILITY CODE	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13)	
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 OR 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 one (1) copy 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 ACKNOWLEDGMENT 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)				
<i>Financial Management</i>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
<input type="checkbox"/> 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.				
<input type="checkbox"/> 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).				
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) Clause II.A.10, Changes - Fixed Price (Deviation) (FAR 52.243-1) (Aug 1987)				
IMPORTANT: Contractor IS required to sign this document and return 2 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				
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) Steven Scott, Director of Mission Management		16A. NAME AND TITLE OF CONTRACTING OFFICER Judy F. Ross, Contracting Officer		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	5-27-91	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 27 May 2009	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105		STANDARD FORM 30 (REV. 10-83) ES Prescribed by GSA FPMR (41 CFR)

The purpose of this modification is to:

1. Modify paragraphs 2 and 3 of DRD C1-5, Export Control Plan, as follows:

FROM: A draft plan shall be submitted within 30 days after contract award. A final Contractor-approved plan shall be submitted within 120 days after contract award.

The ECP requires concurrence of the Center Export Administrator (CEA). The plan shall be submitted within 30 days after contract start in draft form and revised to provide a final plan for approval within 120 days after contract start. The plan shall be reviewed at least annually thereafter and updated as required.

TO: The ECP shall be submitted within 30 days after contract start in draft form. It will be reviewed by the Center Export Administrator (CEA) for Johnson Space Center. Any comments from the Center will be submitted to the contractor through the Contracting Officer. The final plan, incorporating changes as necessary, shall be submitted within 120 days after contract start. The contractor shall review their plan at least annually thereafter and update it as required.

2. Replacement pages are provided herein.
3. All other terms and conditions remain unchanged and in full force and effect.

DATA REQUIREMENT DESCRIPTION

Number: C1-5

C1-5: EXPORT CONTROL PLANDESCRIPTION/PURPOSE:

The plan shall describe all export control activities related to the performance of contract requirements.

DATA REQUIREMENTS:

The Contractor shall prepare and submit an Export Control Plan (ECP), describing the Contractor's planned approach for accomplishing contract functions while adhering to export laws, regulations and directives.

The ECP shall be submitted within 30 days after contract start in draft form. It will be reviewed by the Center Export Administrator (CEA) for Johnson Space Center. Any comments from the Center will be submitted to the contractor through the Contracting Officer. The final plan, incorporating changes as necessary, shall be submitted within 120 days after contract start. The contractor shall review their plan at least annually thereafter and update it as required.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
		NNJ09GA04B	1	2
2. AMENDMENT/MOD NO. 7	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO	
6. ISSUED BY NASA-Johnson Space Center Attn: Judy Ross, Mail Code: BG 2101 NASA Pkwy Houston, TX 77058	CODE	7. ADMINISTERED BY NASA-Johnson Space Center, Attn: Judy Ross, BG 2101 NASA Pkwy Houston, TX 77058	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Space Exploration Technologies Attn: Steven Scott 1 Rocket Road Hawthorne, CA 90250-6844		(9)	9A. AMENDMENT OF SOLICITATION NO	
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
		(10)	10A. MOD. OF CONTRACT/ORDER No NNJ09GA04B	
CODE	FACILITY CODE	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13)	
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 OR 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 one (1) copy 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 ACKNOWLEDGMENT 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)				
Financial Management				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
<input type="checkbox"/>	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.			
<input type="checkbox"/>	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).			
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Mutual Agreement of Parties			
IMPORTANT: Contractor IS required to sign this document and return 2 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				
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) Steven Scott, Director of Mission Management		16A. NAME AND TITLE OF CONTRACTING OFFICER Judy F. Ross, Contracting Officer		
15B. CONTRACTOR/OFFEROR SSTA (Signature of person authorized to sign)	15C. DATE SIGNED 6-17-09	16B. UNITED STATES OF AMERICA Judy F. Ross (Signature Of Contracting Officer)	16C. DATE SIGNED 18 Jun 2009	

The purpose of this modification is to:

1. Replace Attachment V.E, Safety And Health Plan, with the Space Exploration Technologies Safety Policy and Procedures Manual, Rev. 3, dated 03/20/2009. This document is incorporated by reference into the contract. A copy of this manual is available in the official contract file.
2. Replacement pages are provided herein.
3. All other terms and conditions remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 8	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200314500	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA/Johnson Space Center Attn: Judy Ross/BG 2101 NASA Parkway Houston TX 77058-3696	CODE JSC	7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Judy Ross/BG 2101 NASA Parkway Houston TX 77058-3696	CODE JSC	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) SPACEX 1 ROCKET RD HAWTHORNE CA 90250		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 3BVL8 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B	10B. DATED (SEE ITEM 13) 02/26/2009	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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) PR # 4200314500 b4				
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	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 data, 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) Clause II.A.2, NPS 1852.232-77 Limitation of Funds (Fixed & Price Contract) (Mar 1989)			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 0 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.				

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) Judy F. Ross	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Judy F. Ross (Signature of Contracting Officer)	16C. DATE SIGNED 10/05/2009

The purpose of this modification is to:

1. Increase funding on this contract from *b4* , by *b4* , to *b4*
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):
 - (a) Of the total price of CLINs 0001 through 0003, the sum of *b4* is presently available for payment and allotted to this contract.
 - (c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 30, 2009.
3. Replacement pages are provided herein.
4. All other terms and conditions remain unchanged and in full force and effect.

II.A. ADDENDUM TO FAR 52.212-4

NOTE: In accordance with paragraph (s) of FAR clause 52.212-4, any inconsistencies between FAR Clause 52.212-4 and the Addendum to FAR 52.212-4 of this solicitation or contract shall be resolved by giving precedence to the Addendum to FAR 52.212-4, except for the paragraphs listed in (s)(2).

II.A.1 ON-RAMP

- 1.1 The purpose of the Indefinite Delivery Indefinite Quantity (IDIQ) on-ramp is to provide NASA with a mechanism to re compete due to the loss of an existing ISS Commercial Resupply Services (CRS) supplier or to procure a vehicle service that is not currently being provided within the scope of this contract during the period of performance. NASA will determine whether those conditions are met prior to synopsizing and conducting the "On-Ramp" competition.
- 1.2 The parties mutually agree that the original solicitation, as revised, will be used as a basis to add additional awardees to the pool of existing awardee(s) to compete on future task orders. The decision to request proposals under the clause will be solely at NASA's discretion and will only occur after this requirement has been synopsized.

If NASA issues a solicitation notice, new and existing providers will be allowed to submit proposals within the notice's stated response time. Upon award of each additional contract, NASA shall notify all present Contractors of the award, and the new Contractor shall thenceforth be eligible to compete with all present Contractors for the award of IDIQ task orders.
- 1.3 Existing Contractors may propose services consistent with the Instruction to Offerors of the "On-Ramp" Request for Proposal, as revised. If the existing Contractor(s) chooses not to respond to the "On-Ramp" Request for Proposal, they remain as a candidate for competition of future orders under the terms of the existing contract.

(End of clause)

II.A.2 NFS 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)

- (a) Of the total price of CLINs 0001 through 0003, the sum of *bt* is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in Clause II.A.6, until the total price of said CLINs is allotted.
- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to Section II, Clause 52.212-4(l), Termination for the Government's Convenience, of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor

pursuant to Clause II.A.6 and Table II.A.6-1. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in contract Section II, Clause 52.212-4(I) notwithstanding.

(c) Reserved.

(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until October 30, 2009.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next sixty (60) days the work will reach a point at which, if the contract is terminated pursuant to contract Section II, Clause 52.212-4(I) of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(I) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1.

(3) Reserved.

(i) The notice shall state the estimate when the point referred to in paragraph I(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, sixty (60) days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to contract Section II, Clause 52.212-4(I).

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price(s) (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Termination for Cause clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 000009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200316081	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: Judy Ross/BG 2101 NASA Parkway Houston TX 77058-3696	CODE JSC	7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Judy Ross/BG 2101 NASA Parkway Houston TX 77058-3696	CODE JSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACEX 1 ROCKET RD HAWTHORNE CA 90250		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 3BVL8	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B	10B. DATED (SEE ITEM 13) DEC 29 2008

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)

Net Increase:

b4

PR # 4200316081

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

CHECK ONE	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) Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed & Price Contract) (Mar 1989)

E. IMPORTANT: Contractor is not. is required to sign this document and return 0 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

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) Judy F. Ross
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA <i>Judy F. Ross</i> <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED <i>9 Oct. 2009</i>

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to:

1. Increase funding on this contract from \$ *b4* , by *b4* to *b4* .
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):
 - (a) Of the total price of CLINs 0001 through 0003, the sum of *b4* is presently available for payment and allotted to this contract.
 - (c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until November 30, 2009.
3. Replacement pages are provided herein.
4. All other terms and conditions remain unchanged and in full force and effect.

II.A. ADDENDUM TO FAR 52.212-4

NOTE: In accordance with paragraph (s) of FAR clause 52.212-4, any inconsistencies between FAR Clause 52.212-4 and the Addendum to FAR 52.212-4 of this solicitation or contract shall be resolved by giving precedence to the Addendum to FAR 52.212-4, except for the paragraphs listed in (s)(2).

II.A.1 ON-RAMP

- 1.1 The purpose of the Indefinite Delivery Indefinite Quantity (IDIQ) on-ramp is to provide NASA with a mechanism to recompete due to the loss of an existing ISS Commercial Resupply Services (CRS) supplier or to procure a vehicle service that is not currently being provided within the scope of this contract during the period of performance. NASA will determine whether those conditions are met prior to synopsisizing and conducting the "On-Ramp" competition.
- 1.2 The parties mutually agree that the original solicitation, as revised, will be used as a basis to add additional awardees to the pool of existing awardee(s) to compete on future task orders. The decision to request proposals under the clause will be solely at NASA's discretion and will only occur after this requirement has been synopsisized.
- If NASA issues a solicitation notice, new and existing providers will be allowed to submit proposals within the notice's stated response time. Upon award of each additional contract, NASA shall notify all present Contractors of the award, and the new Contractor shall thenceforth be eligible to compete with all present Contractors for the award of IDIQ task orders.
- 1.3 Existing Contractors may propose services consistent with the Instruction to Offerors of the "On-Ramp" Request for Proposal, as revised. If the existing Contractor(s) chooses not to respond to the "On-Ramp" Request for Proposal, they remain as a candidate for competition of future orders under the terms of the existing contract.

(End of clause)

II.A.2 NFS 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)

- (a) Of the total price of CLINs 0001 through 0003, the sum of *64* is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in Clause II.A.6, until the total price of said CLINs is allotted.
- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to Section II, Clause 52.212-4(l), Termination for the Government's Convenience, of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor

pursuant to Clause II.A.6 and Table II.A.6-1. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in contract Section II, Clause 52.212-4(l) notwithstanding.

(c) Reserved.

(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until November 30, 2009.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next sixty (60) days the work will reach a point at which, if the contract is terminated pursuant to contract Section II, Clause 52.212-4(l) of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1.

(3) Reserved.

(i) The notice shall state the estimate when the point referred to in paragraph I(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, sixty (60) days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to contract Section II, Clause 52.212-4(l).

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price(s) (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Termination for Cause clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO. 4200278694 PAGE 1 OF 5
 2. CONTRACT NO. NNJ09GA04B 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NO. 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL **7a. NAME** Craig Burrige 7b. TELEPHONE NO. (281) 792-7665 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE BG
 NASA-Johnson Space Center
 ISS Procurement Office/BG
 2101 NASA Pkwy
 Houston, TX 77058

10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE _____ % FOR
 SMALL BUSINESS
 HUBZONE SMALL BUS.
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 EMERGING SMALL BUSINESS
 NAICS: 481212

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS Net 30
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING DO-C9
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO CODE
 NASA-Johnson Space Center
 Attn: Craig Burrige/BG
 2101 NASA Pkwy
 Houston, TX 77058

16. ADMINISTERED BY CODE
 NASA-Johnson Space Center
 Attn: Craig Burrige/BG
 2101 NASA Pkwy
 Houston, TX 77058

17a. CONTRACTOR/OFFEROR CODE 3BVL8 FACILITY CODE 120406462
 Space Exploration Technologies
 1 Rocket Road
 Hawthorne, CA 90250

18a. PAYMENT WILL BE MADE BY CODE
 NNSC-FMD Accounts Payable
 Building 1111, C Rd.
 Stennis Space Center, MS 39529

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT ADDRESSES TO ADDRESS SHOW IN BLOCK 18a UNLESS EXEMPTION RIGHT IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See attached Task Order 1				

25. ACCOUNTING AND APPROPRIATION DATA
720N111/6100.2200/72/FC000000/871056.08.05.02.01/2200/72/EXCY22009D/733 B/1/2 \$9,739,760

26. TOTAL AWARD AMOUNT (Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT IS SUBJECT TO FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

AWARD OF CONTRACT: REFERENCE _____
 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)

30b. NAME AND TITLE OF SIGNER (Type or Print)
Gwynne E. Stowell, President

30c. DATE SIGNED
1/5/2009

31b. NAME OF CONTRACTING OFFICER (Type)
Craig G. Burrige

31c. DATE SIGNED
1/12/09

Contractor: Space Exploration Technologies
 Contract Number: NNJ09GA04B
 Task Order Number: 1

TASK ORDER

1.0 TASK ORDER TITLE: Resupply Services

2.0 TASK OVERVIEW

The Contractor shall perform all standard resupply tasks contained in the ISS Commercial Resupply Service's Contract statement of work (SOW) that are required to deliver, return and dispose of the cargo amounts ordered for each mission in 3.0, below.

3.0 TASK ORDER QUANTITIES

	CY10	CY11	CY12	CY13	CY14	CY15
Missions Ordered	1	1	2	3	3	2

4.0 TASK ORDER PRICE

	CY10	CY11	CY12	CY13	CY14	CY15	TOTAL
Total Prices Per CY (\$M)				b4			

5.0 TECHNICAL REQUIREMENTS:

The contractor shall perform all resupply tasks necessary to deliver cargo to the ISS, return cargo from and dispose of cargo from the ISS. The Contractor shall furnish all services, maintain all equipment, and infrastructure including but not limited to program management, vehicle integration, mission integration, cargo integration, launch site support, ground and flight system safety, performance assurance, necessary to accomplish the safe and successful resupply within the required periods.

The contractor shall provide all necessary services, test hardware and software, mission specific elements required to integrate the payload(s) to the orbital and launch vehicle systems.

As required by the ISS Resupply Statement of Work, the contractor shall provide operational support services, range support services, launch readiness assessment, mission integration services, mission integration management, mission planning and analysis, mission operations, ground segment operations, security requirement, mission

Contractor: Space Exploration Technologies
Contract Number: NNJ09GA04B
Task Order Number: 1

flight procedures, mission training, flight crew and ground support personnel training, mission simulation support, mission real-time support, cargo integration and analysis, cargo physical processing, cargo labeling, crew and equipment interface test, cargo return and disposal, safety and mission assurance, risk management, safety assessment reviews, integrated cargo safety assessments, proximity operations and ISS Docked Safety Assessments, Ground Safety Reviews, Safety and Health Program, Quality Assurance Program, and Software Quality Assurance System including configuration management, nonconformance/problem reporting and corrective action, software reliability and maintainability, software safety, standards, trade studies, integration assurance, verification and validation, independent verification and validation, certification, security and privacy assurance.

6.0 DELIVERABLES & SCHEDULES:

In accordance with the Statement of Work and Adjustments to Resupply Schedule Clause, the Contractor shall have the following reviews (Note adjustment to the schedules below may occur per the Adjustment to Resupply Schedule Clause):

- Vehicle Baseline Review
- Mission Integration Review
- Cargo Integration Review
- Post Flight Reviews after each mission
- Program reviews once per quarter per the Statement of Work

The Contractor shall provide documentation as required in Attachment V.B, Data Requirements List, and Attachment V.C, Data Requirements Descriptions (DRD's), of the ISS CRS Contract.

The Contractor shall also provide Telemetry Data, which includes Ascent Telemetry, Post Separation/Pre Rendezvous Telemetry as described by the Statement of Work.

Pursuant to clause II.A.20, Adjustments to Mission Schedule, authority to proceed (ATP) for each mission "is formal written direction from the Contracting Officer that authorizes the Contractor to proceed with the work detailed within a NASA-approved, mission-specific work plan (DRD C1-8). ATP will occur within seven (7) days of NASA-approved, Contractor-identified mission initiation milestone and work plan." The Contractor's mission work plans will be incorporated by reference into the task order upon approval.

7.0 SURVEILLANCE

The Government's Insight and Approval will be in accordance with 2.6 of the Statement of Work and Clause II.A.18 Government Insight and Approval.

8.0 MISSION SUCCESS CRITERIA

Contractor: Space Exploration Technologies

Contract Number: NNJ09GA04B

Task Order Number: 1

Pursuant to clause II.A.19, Mission Success Determination, Investigation and Corrective Action, task orders will be amended at a later date to incorporate the final mission success criteria agreed to by the parties for each mission.

Contractor: Space Exploration Technologies
Contract Number: NNJ09GA04B
Task Order Number: 1

Task Order Revision History Log		
Revision	Date	Comment

ORDER FOR SUPPLIES OR SERVICES

1. Order No. Task Order # 1 Revision A	2. Date Of Order See Block 10	NOTE: MARK ALL PACKAGES AND PAPERS WITH ORDER Certified for National Defense under DPAS (15 CFR 700) DO-C9
--	---	---

3. Issuing Office NASA Johnson Space Center Attn: BGLauren N. Johnson, Contract Specialist Houston, TX 77058-3696 Tel. No.: (281) 483-2780 FAX: (281) 483-2370 E-Mail: lauren.n.johnson@nasa.gov	4. Ship To: See Contract Terms and Conditions
--	--

5. Contractor Space Exploration Technologies Attention: Steve Scott 1 Rocket Road Hawthorne, CA 90250 Phone: 713-933-8804 Fax: 281-488-4970 E-Mail: steven.scott@spacex.com TIN: N/A CAGE CODE: 3BVL8	6. Deliver On Or Before: See 9.0 Standard Launch Window 7. BILLING ADDRESS: NASA NSSC-FMD Accounts Payable Building 1111, C Rd. Stennis Space Center, MS 39529
---	---

8. Type Of Order:

PURCHASE: Please furnish the following in accordance with the conditions specified on this order. Reference:

DELIVERY: Except for the Terms and Conditions of Purchase Order listed on the following page, this delivery order is subject to instructions contained on this form and is issued subject to terms and conditions of contract number: **NNJ09GA04B**

9. Written acceptance of this order by contractor <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. Sign below if required and return to contracting officer. Name: Steven Scott Signature: <u><i>St Scott</i></u> Date: <u>7/20/09</u>	10. Name: Judy F. Ross Signature: <u><i>Judy F. Ross</i></u> Date: <u>7-20-09</u> CONTRACTING OFFICER
---	---

11. SCHEDULE

ITEM NO.	DESCRIPTION	QUANTITY ORDERED	Unit	UNIT PRICE	AMOUNT	QUANTITY ACCEPT
	b4					

2. For Jsc Internal Use Only: Requisition No.: N/A <input type="checkbox"/> COMP. <input type="checkbox"/> PART. PPC: Reissue To:	13. Total b4
---	---------------------

14. Quantities In "Quantity Accepted" Column Have Been:

INSPECTED ACCEPTED RECEIVED

TO CONFORM TO THE CONTRACT. ACCEPTANCE WILL BE AT JSC UNLESS OTHERWISE NOTED. BY: _____

Authorized U.S. Government Representative _____ Date _____

TASK ORDER

1.0 TASK ORDER TITLE: RESUPPLY SERVICES

2.0 TASK OVERVIEW

The Contractor shall perform all standard resupply tasks contained in the ISS Commercial Resupply Service's Contract statement of work (SOW) that are required to deliver, return and dispose of the cargo amounts ordered for each mission in 3.0, below.

3.0 TASK ORDER QUANTITIES

	CY10	CY11	CY12	CY13	CY14	CY15
Missions Ordered	1	1	2	3	3	2

4.0 TASK ORDER PRICE

	CY10	CY11	CY12	CY13	CY14	CY15	TOTAL
Total Prices Per CY (\$M)			b4				

5.0 TECHNICAL REQUIREMENTS:

The contractor shall perform all resupply tasks necessary to deliver cargo to the ISS, return cargo from and dispose of cargo from the ISS. The Contractor shall furnish all services, maintain all equipment, and infrastructure including but not limited to program management, vehicle integration, mission integration, cargo integration, launch site support, ground and flight system safety, performance assurance, necessary to accomplish the safe and successful resupply within the required periods.

The contractor shall provide all necessary services, test hardware and software, mission specific elements required to integrate the payload(s) to the orbital and launch vehicle systems.

As required by the ISS Resupply Statement of Work, the contractor shall provide operational support services, range support services, launch readiness assessment, mission integration services, mission integration management, mission planning and analysis, mission operations, ground segment operations, security requirement, mission flight procedures, mission training, flight crew and ground support personnel training, mission simulation support, mission real-time support, cargo integration and analysis, cargo physical processing, cargo labeling, crew and equipment interface test, cargo return and disposal, safety and mission assurance, risk management, safety assessment reviews, integrated cargo safety assessments, proximity operations and ISS Docked Safety Assessments, Ground Safety Reviews, Safety and Health Program, Quality Assurance Program, and Software Quality Assurance System including configuration management, nonconformance/problem reporting and corrective action, software reliability and maintainability, software safety, standards, trade studies, integration assurance, verification and validation, independent verification and validation, certification, security and privacy assurance.

6.0 DELIVERABLES & SCHEDULES:

In accordance with the Statement of Work and Adjustments to Resupply Schedule Clause, the Contractor shall have the following reviews (Note adjustment to the schedules below may occur per the Adjustment to Resupply Schedule Clause):

- Vehicle Baseline Review
- Mission Integration Review
- Cargo Integration Review
- Post Flight Reviews after each mission
- Program reviews once per quarter per the Statement of Work

The Contractor shall provide documentation as required in Attachment V.B, Data Requirements List, and Attachment V.C, Data Requirements Descriptions (DRD's), of the ISS CRS Contract.

The Contractor shall also provide Telemetry Data, which includes Ascent Telemetry, Post Separation/Pre Rendezvous Telemetry as described by the Statement of Work.

Pursuant to clause II.A.20, Adjustments to Mission Schedule, authority to proceed (ATP) for each mission "is formal written direction from the Contracting Officer that authorizes the Contractor to proceed with the work detailed within a NASA-approved, mission-specific work plan (DRD C1-8). ATP will occur within seven (7) days of NASA-approved, Contractor-identified mission initiation milestone and work plan." The Contractor's mission work plans will be incorporated by reference into the task order upon approval.

7.0 SURVEILLANCE

The Government's Insight and Approval will be in accordance with 2.6 of the Statement of Work and Clause II.A.18 Government Insight and Approval.

8.0 MISSION SUCCESS CRITERIA

Pursuant to clause II.A.19, Mission Success Determination, Investigation and Corrective Action, task orders will be amended at a later date to incorporate the final mission success criteria agreed to by the parties for each mission.

9.0 STANDARD LAUNCH WINDOW

Pursuant to NNJ09GA04B contract terms and conditions, II.A.20: Task Ordering Procedures and Adjustments to Mission Schedule. The established standard delivery windows for each mission and subsequent milestone are as follows:

<u>SPACEX MISSION #</u>	<u>MILESTONE</u>	<u>STANDARD DELIVERY WINDOW</u>
MISSION 1	VBR	March 1, 2011 – May 29, 2011

10.0 PLACE OF PERFORMANCE

Pursuant to NNJ09GA04B contract terms and conditions, II.A.15: Place of Performance. The identified launch sites for each mission are as follows:

<u>SPACEX MISSION #</u>	<u>LAUNCH OPERATIONS</u>	<u>RETURN OPERATIONS</u>
MISSION 1	Cape Canaveral, Florida	Long Beach and Hawthorne, California

Contractor: Space Exploration Technologies

Contract Number: NNJ09GA04B

Task Order Number: 1

Revision: A

Page 4

Task Order Revision History Log		
Revision	Date	Comment
A		Established Mission 1 90-day launch window at VBR and the Place of Performance

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO. PAGE 1 OF 2
 2. CONTRACT NO. NNJ09GA04B
 3. AWARD/EFFECTIVE DATE 21 Apr 2009
 4. ORDER NO. Task Order 2
 5. SOLICITATION NO.
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL 7a. NAME
 7b. TELEPHONE NO.
 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY NASA-Johnson Space Center
 CODE Attn: Judy Ross, Mail Code BG
 2101 NASA Pkwy
 Houston, TX 77058-3696
 10. THIS ACQUISITION IS
 UNRESTRICTED OR SET ASIDE % FOR
 SMALL BUSINESS
 HUBZONE SMALL BUS.
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 8(A) EMERGING SMALL BUSINESS
 NAICS: 481212
 SIZE STANDARD: 1500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12. DISCOUNT TERMS
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700)
 13b. RATING DO-C9
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO NASA-Johnson Space Center
 CODE Attn: Judy Ross, Mail Code BG
 2101 NASA Pkwy
 Houston, TX 77058-3696
 16. ADMINISTERED BY NASA-Johnson Space Center
 CODE Attn: Judy Ross, Mail Code BG
 2101 NASA Pkwy
 Houston, TX 77058-3696

17a. CONTRACTOR/OFFEROR Space Exploration Technologies
 CODE Attn: Steven Scott
 1 Rocket Road
 Hawthorne, CA 90250
 FACILITY CODE
 18a. PAYMENT WILL BE MADE BY NASA Shared Services Center (NSSC)
 CODE FMD Accounts Payable
 Bldg 111, C Road
 Stennis Space Center, MS 39529

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOW IN BLOCK 18a UNLESS BLOCK ON RIGHT IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
					b4

25. ACCOUNTING AND APPROPRIATION DATA See Contract Modification 4
 26. TOTAL AWARD AMOUNT (Govt. Use Only) b4

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 29. AWARD OF CONTRACT: REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
 31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)
Judy F. Ross

30b. NAME AND TITLE OF SIGNER (Type or Print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type) 31c. DATE SIGNED
 Judy F. Ross 21 Apr 2009

Statement of Work
SARJ Race Ring Feasibility Study

Purpose: To determine the feasibility of flying the SARJ Race Ring on the Dragon spacecraft

Deliverable – Report in the form of oral presentation via telecom with briefing charts with the following content:

1. Analysis of physical compatibility of the race ring and the Dragon trunk, i.e. flight support equipment concepts
2. Analysis of physical interfaces and removal concepts between the race ring and the Dragon trunk., including concepts for removal on orbit.
3. Estimation of flight loads imparted to race ring
4. Estimation of flight thermal environment for race ring

Data provided by NASA (delivery via Windchill server)

1. ELC_TIM.zip
2. Models 2-19-2009.zip
3. RingData3-25-09.zip

Schedule: Oral presentation with charts should be presented no later than May 22, 2009.

National Aeronautics and
Space Administration
Lyndon B. Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696



February 19, 2009

Reply to Attn of: BG-09-029

Orbital Sciences Corporation
Attn: Steven Mumma
21839 Atlantic Blvd
Dulles, VA 20166-6850

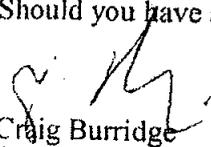
SUBJECT: International Space Station Commercial Resupply Contract NNJ09GA02B,
Orbital Sciences Corporation (Orbital) Approval of Work Plan for Mission 1

In accordance with Statement of Work section 2.3.1, Mission Integration Management; and Data Requirements Document C1-8, Work Plan; and clause II.A.20, Adjustments to Mission Schedule, part 20.2, Orbital's work plan for Mission 1, designated as "CRS1" in the plan dated February 13, 2009, is hereby approved and authority to proceed with work on mission CRS1 with a target launch date of October 2011 is hereby given by the Contracting Officer.

As indicated in paragraph 1.3.1 under table 1 of the work plan, and in accordance with clause II.A.6, Resupply Mission Payments, Milestone Events and Completion Criteria:

- Table II.A.6-1A: Mission Payment Schedule, Orbital may submit the first milestone payment for the milestone designated as "Authority to Proceed" at Launch-28 months, or June 2009 for payment, and
- Section 6.4 (A), milestone payments prior to ISS Integration may not exceed 30% of the cost of the mission.

Should you have any questions, I may be reached at 281-792-7665.


Craig Burridge
Contracting Officer

National Aeronautics and
Space Administration
Lyndon B. Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696



February 19, 2009

Reply to Attn of: BG-09-030

Space Exploration Technologies
Attn: Gwynne Shotwell, President
1 Rocket Road
Hawthorne, CA 90250-6844

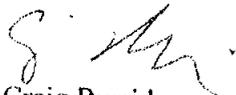
SUBJECT: International Space Station Commercial Resupply Contract NNN09GA04B, Space Exploration Technologies (SpaceX) Approval of Work Plan for Mission 1

In accordance with Statement of Work section 2.3.1, Mission Integration Management; and Data Requirements Document C1-8, Work Plan; and clause II.A.20, Adjustments to Mission Schedule, part 20.2, SpaceX work plan for Mission 1, dated January 8, 2009, is hereby approved and authority to proceed with work on Mission 1 with a target launch date of December 2010 is hereby given by the Contracting Officer.

In accordance with clause II.A.6, Resupply Mission Payments, Milestone Events and Completion Criteria:

- Table II.A.6-1A: Mission Payment Schedule, SpaceX may submit the first milestone payment for the milestone designated as "Authority to Proceed" at Launch-21 months, or March 2009 for payment, and
- Section 6.4 (A), milestone payments prior to ISS Integration may not exceed 30% of the cost of the mission.

Should you have any questions, I may be reached at 281-792-7665.


Craig Burrige
Contracting Officer

National Aeronautics and
Space Administration
Lyndon B. Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3896



April 27, 2009

Reply to Attn of

BG-CRSS-09-005

Space Exploration Technologies
Attn: Steven Scott, CRS Program Director
1 Rocket Road
Hawthorne, CA 90250-6844

SUBJECT: Approval of Work Plan for Mission 2

REFERENCE: International Space Station Commercial Resupply Contract NNJ09GA04B

In accordance with Statement of Work section 2.3.1, Mission Integration Management; and Data Requirements Document C1-8, Work Plan; and clause II.A.20, Adjustments to Mission Schedule, part 20.2, SpaceX work plan for Mission 2 dated March 9, 2009, is hereby approved and authority to proceed with work on Mission 2 with a target launch date of July 2011 is hereby given by the Contracting Officer.

In accordance with clause II.A.6, Resupply Mission Payments, Milestone Events and Completion Criteria:

- Table II.A.6-1A: Mission Payment Schedule, SpaceX may submit the first milestone payment for the milestone designated as "Authority to Proceed" at Launch-21 months, or October 2009 for payment, and
- Section 6.4 (A), milestone payments prior to ISS Integration may not exceed 30% of the cost of the mission.

Should you have any questions, I may be reached at 281-244-6966.

Judy F. Ross

Judy F. Ross
Contracting Officer