

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 23	3. EFFECTIVE DATE 10/21/2008	4. REQUISITION/PURCHASE REQ. NO. n/a	5. PROJECT NO. (If applicable) EDRM
6. ISSUED BY NASA/Johnson Space Center Attn: Nicky Grams BH2 phone: 281-483-8119 email: nichole.r.bernal@nasa.gov 2101 NASA Parkway Houston TX 77058-3696	CODE JSC	7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Nicky Grams BH2 2101 NASA Parkway Houston TX 77058-3696	CODE JSC
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) MRI TECHNOLOGIES Attn: Debbie Kropp 1110 NASA ROAD 1 STE 503 phone: (281) 786-2004 email: dkropp@mriconpany.com HOUSTON TX 77058		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ06HE58C
			10B. DATED (SEE ITEM 13) 08/08/2006
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 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)
n/a

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:
	D. OTHER (Specify type of modification and authority)
X	Bilateral Agreement - Modification to Contract Clause

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ 1 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The purpose of this modification is to replace the previous contract reference clause 1852.242-72 (Alternate I & II) located in Section H of the original contract documentation with full text clause 1852.242-72 Observance of Legal Holidays (Alt I) & full text clause 52.242-92 Administrative Leave.

Please see attachment

NOTE: Contract Value Remains Unchanged.

The contract period of performance ends 9/30/2011

Continued ...

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) Deborah Kropp	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert Kolb
15B. CONTRACTOR/OFFEROR Debbie Kropp (Signature of person authorized to sign)	15C. DATE SIGNED 10/28/08
15D. UNITED STATES OF AMERICA Robert Kolb (Signature of Contracting Officer)	16C. DATE SIGNED 10/30/08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNJ06HE58C/23

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NAME OF OFFEROR OR CONTRACTOR
MRI TECHNOLOGIES

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Contractor POC: Debbie Kropp (201) 786-2004 dkropp@mricompany.com				

The following Full Text FAR Clauses are here by inserted into Section H of the contract documentation in replacement of FAR Reference Clauses **1852.242-72 Observance of Legal Holidays, (August 1992) (Alt I, Alt II)**.

**1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)
Alternate 1 (SEPT 1989)**

(a) The on-site Government personnel observe the following holidays:

New Year's Day
Labor Day
Martin Luther King, Jr.'s Birthday
Columbus Day
President's Day
Veterans Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(c) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative. If the Contractor's on-site personnel work during a holiday other than those in paragraph (a) of this clause, no form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work that would have been overtime regardless of the status of the day as a holiday.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.

(End of clause)

52.242-94 ADMINISTRATIVE LEAVE (SEP 2008) (JSC Procurement Instruction)

(a) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), the following personnel should also be dismissed upon notification of a center closure provided by the Contracting Officer:

1. Contractor personnel working on-site; and
2. Contractor personnel dedicated to the contract effort who are
 - A. working off-site within 10 miles of JSC; and
 - B. unable to perform their NASA contract duties at their off-site location because their normal place of business has been or is expected to be negatively impacted by an emergency situation (e.g. has sustained damage, has been evacuated, etc.).

However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(b) Administrative leave granted under this clause shall be subject to modification or termination by the Contracting Officer and in all instances shall be subject to the availability of funds. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for effected employees in accordance with the Contractor's established accounting policy.

1. If a labor hour-based contract, administrative leave granted under this clause shall be accounted for consistent with productive hours under this contract for employees in accordance with the Contractor's established accounting policy.

2. For fixed price contracts based on other than labor hours for deliverables, the Contracting Officer and Contractor shall as a precondition to any reimbursement negotiate an advanced agreement to determine the appropriate method in which to grant administrative leave under this clause.

3. All invoices requesting payment under this clause shall be marked as "Administrative Leave in accordance with 52.242-94, Administrative Leave." All such invoices paid will be subject to review, audit, and revision when routine operations recommence.

(c) The Contractor shall include this clause in all services subcontracts that include personnel in the categories described in (a) above.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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1 2

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)
 22 09/05/2008 4200267996 EDRM

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than item 6) CODE
 JSC JSC

NASA/Johnson Space Center
 Attn: Nicky Grams BH2
 phone: 281-483-8119
 email: nichole.r.bernal@nasa.gov
 2101 NASA Parkway
 Houston TX 77058-3696

NASA/Johnson Space Center
 Attn: Nicky Grams BH2
 2101 NASA Parkway
 Houston TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

MRI TECHNOLOGIES
 Attn: Debbie Kropp
 1110 NASA ROAD 1 STE 503
 phone: (281) 786-2004
 email: dkropp@mricompany.com
 HOUSTON TX 77058

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO
 NNJ06HE58C

10B. DATED (SEE ITEM 13)

08/08/2006

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 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: \$100,000.00
 4200267996

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:
 D. OTHER (Specify type of modification and authority)
 X Limitation of Funds Clause (FAR 52.232-22)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 1 _____ copies to the issuing office.

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

The purpose of this modification is to 1) increase funding in the amount of \$100,000 changing the current funding from a previous total of \$2,231,108.44 to a new total of \$2,421,108.44 2) to modify Section B.4 Contract Funding in the contract document to reflect the funding change (see attached documentation)

NOTE: Contract Value Remains Unchanged.

The contract period of performance ends 9/30/2011

NASA Technical POC: Joe Malloy (281) 483-0451

Continued ...

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)
 Julie K. Karr
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (Signature of person authorized to sign) (Signature of Contracting Officer)
 09/05/2008

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 NNJ06HE58C/22

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NAME OF OFFEROR OR CONTRACTOR
 MRI TECHNOLOGIES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Contractor POC: Debbie Kropp (281) 786-2004 dkropp@mricompany.com Delivery Location Code: JSC NASA/Johnson Space Center 2101 NASA Parkway Houston TX 77058-3696 USA				

1) B.4 CONTRACT FUNDING (NFS 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 **\$2,284,064.80**. This allotment is for Engineering Directorate Resource Management and covers the following estimated period of performance: **February 16, 2008 thru June 2008.**

(b) An additional amount of **\$137,043.64** is obligated under this contract for payment of fee.

(End of clause)

Funding Recapitulation:

	Prior	This Mod	Total
Cost:	\$ 2,189,725.18	\$ 94,339.62	\$2,284,064.80
Fixed Fee:	\$ 131,383.26	\$ 5,660.38	\$137,043.64
Total:	\$ 2,321,108.44	\$ 100,000.00	\$2,421,108.44

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)
21 08/14/2008 See Schedule 4200261182 EDRM

6. ISSUED BY CODE 7. ADMINISTERED BY (if other than item 6) CODE
NASA/Johnson Space Center JSC NASA/Johnson Space Center JSC
Attn: Nicky Grams BH2
phone: 281-483-8119
email: nichole.r.bernal@nasa.gov
2101 NASA Parkway
Houston TX 77058-3696
2101 NASA Parkway
Houston TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
MRI TECHNOLOGIES (x)
Attn: Debbie Kropp
1110 NASA ROAD 1 STE 503
phone: (281) 786-2004
email: dkropp@mricompany.com
HOUSTON TX 77058
9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ06HE58C
10B. DATED (SEE ITEM 13)
08/08/2006

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: \$250,000.00
See Schedule

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:
D. OTHER (Specify type of modification and authority)
X Limitation of Funds Clause (FAR 52.232-22)

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.)
The purpose of this modification is to 1) increase funding in the amount of \$250,000 changing the current funding from a previous total of \$2,071,108.44 to a new total of \$2,231,108.44 2) to modify Section B.4 Contract Funding in the contract document to reflect the funding change (see attached documentation)

NOTE: Contract Value Remains Unchanged.
The contract period of performance ends 9/30/2011

Continued ...

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)
15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
(Signature of person authorized to sign) (Signature of Contracting Officer)
8-14-08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNJ06HE58C/21

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2 2

NAME OF OFFEROR OR CONTRACTOR
MRI TECHNOLOGIES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Contractor POC: Debbie Kropp (281) 786-2004 dkropp@mricompany.com				

1) B.4 CONTRACT FUNDING (NFS 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 **\$ 2,189,725.18**. This allotment is for Engineering Directorate Resource Management and covers the following estimated period of performance: **February 16, 2008 thru June 2008.**

(b) An additional amount of **\$131,383.26** is obligated under this contract for payment of fee.

(End of clause)

Funding Recapitulation:

	Prior	This Mod	Total
Cost:	\$1,953,876.12	\$ 235,849.06	\$ 2,189,725.18
Fixed Fee:	\$117,232.32	\$ 14,150.94	\$ 131,383.26
Total:	\$2,071,108.44	\$ 250,000.00	\$ 2,321,108.44

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

20
6. ISSUED BY CODE

JSC

N/A
7. ADMINISTERED BY (if other than item 6)

EDRM
CODE JSC

NASA/Johnson Space Center
Attn: Nicky Grams BH2
phone: 281-483-8119
email: nichole.r.bernal@nasa.gov
2101 NASA Parkway
Houston TX 77058-3696

NASA/Johnson Space Center
Attn: Nicky Grams BH2
2101 NASA Parkway
Houston TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

MRI TECHNOLOGIES
Attn: Debbie Kropp
1110 NASA ROAD 1 STE 503
phone: (281) 786-2004
email: dkropp@mricompany.com
HOUSTON TX 77058

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ06HE58C

10B. DATED (SEE ITEM 13)

CODE FACILITY CODE

08/08/2006

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)

N/A

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:
 - D. OTHER (Specify type of modification and authority)
Bilateral Agreement

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.)
The purpose of this modification is to adjust section I.5 PAYMENT FOR OVERTIME PREMIUM to reflect a new not to exceed Overtime Premium of \$65,988.00 - (see attached documentation)
NOTE: Contract Value Remains Unchanged - No additional funding required

The contract period of performance ends 9/30/2011

NASA Technical POC: Nancy Munoz (281) 483-9015
Contractor POC: Debbie Kropp (281) 786-2004
dkropp@mricompany.com

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) Deborah Kropp, CEO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert Kolb	
15B. CONTRACTOR/OFFEROR Debbie Kropp (Signature of person authorized to sign)	15C. DATE SIGNED 7/18/08	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 8/14/08

L5 PAYMENT FOR OVERTIME PREMIUM (FAR 52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$65,988 or the overtime premium is paid for work---

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall---

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

19

05/16/2008

4200251034

BDRM

6. ISSUED BY

CODE

JSC

7. ADMINISTERED BY (if other than Item 6)

CODE

JSC

NASA/Johnson Space Center
 Attn: Nicky Grams BH2
 phone: 281-483-8119
 email: nichole.r.bernal@nasa.gov
 2101 NASA Parkway
 Houston TX 77058-3696

NASA/Johnson Space Center
 Attn: Nicky Grams BH2
 2101 NASA Parkway
 Houston TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)

9A. AMENDMENT OF SOLICITATION NO.

MRI TECHNOLOGIES
 Attn: Debbie Kropp
 1110 NASA ROAD 1 STE 503
 phone: (281) 786-2004
 email: dkropp@mricompany.com
 HOUSTON TX 77058

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
 NNJ06HE58C

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

08/08/2006

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:

\$250,000.00

See Schedule

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) Limitation of Funds Clause (FAR 52.232-22)

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)

The purpose of this modification is to 1) increase funding in the amount of \$250,000 changing the current funding from a previous total of \$1,821,108.44 to a new total of \$2,071,108.44. 2) to modify Section B.4 Contract Funding in the contract document to reflect the funding change (see attached documentation)

NOTE: Contract Value Remains Unchanged.

The contract period of performance ends 9/30/2011

NASA Technical POC: Joe Malloy (281) 483-0451
 Contractor POC: Debbie Kropp (281) 786-2004
 dkropp@mricompany.com

Except as provided herein, all terms and conditions of the document referenced in item 5A or 15A, as heretofore changed, remain 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)	
		Robert Kolb	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			5-20-08
		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
 Previous edition unusable

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

1) B.4 CONTRACT FUNDING (NFS 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 **\$1,953,876.12**. This allotment is for Engineering Directorate Resource Management and covers the following estimated period of performance: **February 16, 2008 thru June 2008.**

(b) An additional amount of **\$117,232.32** is obligated under this contract for payment of fee.

(End of clause)

Funding Recapitulation:

	Prior	This Mod	Total
Cost:	\$1,718,027.06	\$ 235,849.06	\$1,953,876.12
Fixed Fee:	\$103,081.38	\$ 14,150.94	\$117,232.32
Total:	\$1,821,108.44	\$ 250,000.00	\$2,071,108.44

2. AMENDMENT/MODIFICATION NO. 18	3. EFFECTIVE DATE 02/20/2008	4. REQUISITION/PURCHASE REQ. NO. 4200237804	5. PROJECT NO. (If applicable) EDRM
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6. ISSUED BY CODE JSC NASA/Johnson Space Center Attn: Nicky Grams BH2 phone: 281-483-8119 email: nichole.r.bernal@nasa.gov 2101 NASA Parkway Houston TX 77058-3696	7. ADMINISTERED BY (If other than Item 6) CODE JSC NASA/Johnson Space Center Attn: Nicky Grams BH2 2101 NASA Parkway Houston TX 77058-3696
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8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) MRI TECHNOLOGIES Attn: Debbie Kropp 1110 NASA ROAD 1 STE 503 phone: (281) 786-2004 email: dkropp@mricompany.com HOUSTON TX 77058	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MODIFICATION OF CONTRACT/ORDER NO NNJ06HE58C 10B. DATED (SEE ITEM 11) 08/08/2006
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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 Schedule	Net Increase:	\$250,000.00
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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) Limitation of Funds Clause (FAR 52.232-22)

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)
The purpose of this modification is to 1) increase funding in the amount of \$250,000.00 changing the current funding from a previous total of \$1,571,108.44 to a new total of \$1,821,108.44. 2) to modify Section B.4 Contract Funding in the contract document to reflect the funding change (see attached documentation)

NOTE: Contract Value Remains Unchanged.

The contract period of performance ends 9/30/2011

NASA Technical POC: Joe Malloy (281) 483-0451
Contractor POC: Debbie Kropp (281) 786-2004
dkropp@mricompany.com

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)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert Kolb
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
15B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 2.21.08

1) B.4 CONTRACT FUNDING (NFS 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 \$1,718,027.06. This allotment is for Engineering Directorate Resource Management and covers the following estimated period of performance: October 1, 2006 through February 16, 2008.

(b) An additional amount of \$14,150.94 is obligated under this contract for payment of fee.

(End of clause)

Funding Recapitulation:

	Prior	This Mod	Total
Cost:	\$1,482,178.00	\$ 235,849.06	\$1,718,027.06
Fixed Fee:	\$88,930.44	\$ 14,150.94	\$103,081.38
Total:	\$1,571,108.44	\$ 250,000.00	\$1,821,108.44

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 17 See Block 16C 4200233314 EDRM
 6. ISSUED BY CODE JSC 7. ADMINISTERED BY (If other than Item 6) CODE JSC

NASA/Johnson Space Center Attn: BH2 2101 NASA Parkway Houston TX 77058-3696
 NASA/Johnson Space Center Attn: BH2 2101 NASA Parkway Houston TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 MRI TECHNOLOGIES (X)
 Attn: Debbie Kropp 9B. DATED (SEE ITEM 11)
 1110 NASA ROAD 1 STE 503
 HOUSTON TX 77058
 10A. MODIFICATION OF CONTRACT/ORDER NO.
 NNJ06HE58C
 10B. DATED (SEE ITEM 11)
 08/08/2006
 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 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: \$120,000.00

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:
 D. OTHER (Specify type of modification and authority)
 X Limitation of Funds Clause (FAR 52.232-22)

E. IMPORTANT: Contractor X 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.)
 The purpose of this modification is to: 1) Increase funding from \$1,451,108.44 to \$1,571,108.44; a total increase of \$120,000.00. 2) Modify section B.4 CONTRACT FUNDING. Contract value remains unchanged.

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)
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (Signature of person authorized to sign) Robert Kolb
 (Signature of Contracting Officer) 1/17/08

1) B.4 CONTRACT FUNDING (NFS 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 **\$1,482,178.00**. This allotment is for Engineering Directorate Resource Management and covers the following estimated period of performance: **October 1, 2006 through February 16, 2008.**

(b) An additional amount of **\$88,930.44** is obligated under this contract for payment of fee.

(End of clause)

Funding Recapitulation:

	Prior	This Mod	Total
Cost:	\$1,368,970.45	\$113,207.55	\$1,482,178.00
Fixed Fee:	\$82,137.99	\$6,792.45	\$88,930.44
Total:	\$1,451,108.44	\$120,000.00	\$1,571,108.44

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
16	See Block 16C	4200227828	EDRM	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	JSC
NASA/Johnson Space Center Attn: Patti Avery-Bangert./BH2 2101 NASA Parkway Houston TX 77058-3696	JSC	NASA/Johnson Space Center Attn: Patti Avery-Bangert./BH2 2101 NASA Parkway Houston TX 77058-3696		
8. NAME AND ADDRESS OF CONTRACTOR (No. street county State and ZIP Code):		(x)	9A. AMENDMENT OF SOLICITATION NO.	
MRI TECHNOLOGIES Attn: Debbie Kropp 1110 NASA ROAD 1 STE 503 HOUSTON TX 77058				
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ06HF58C	
			10B. DATED (SEE ITEM 11)	
CODE	FACILITY CODE		08/08/2006	
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:		\$200,000.00
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) Limitations of Funds Clause (FAR 52.232-22)			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UOI section headings, including solicitation/contract subject matter where feasible)				
The purpose of this modification is to: 1) Increase funding from \$1,251,108.44 to 1,451,108.44; a total increase of \$200,000.00. 2) Modify section B.4 CONTRACT FUNDING. Contract value remains unchanged.				
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)		
		Ronald Johnson		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)		Ronald Johnson	11/27/07	
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243		

1) B.4 CONTRACT FUNDING (NFS 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 \$1,368,970.45. This allotment is for Engineering Directorate Resource Management and covers the following estimated period of performance: October 1, 2006 through December 16, 2007.

(b) An additional amount of \$82,137.99 is obligated under this contract for payment of fee.

(End of clause)

Funding Recapitulation:

	Prior	This Mod	Total
Cost:	\$1,180,291.20	\$188,679.25	\$1,368,970.45
Fixed Fee:	\$70,817.24	\$11,320.75	\$82,137.99
Total:	\$1,251,108.44	\$200,000.00	\$1,451,108.44

2. AMENDMENT/MODIFICATION NO. 15	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200225152	5. PROJECT NO. (If applicable) EDRM
6. ISSUED BY NASA/Johnson Space Center Attn: Patti Avery-Bangert/BH2 2101 NASA Parkway Houston TX 77058-3696	CODE JSC	7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Patti Avery-Bangert/BH2 2101 NASA Parkway Houston TX 77058-3696	CODE JSC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MRI TECHNOLOGIES Attn: Debbie Kropp 1110 NASA ROAD 1 STE 503 HOUSTON TX 77058	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ06HE58C
		10B. DATED (SEE ITEM 11) 08/08/2006
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 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: \$20,000.00

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:
	D. OTHER (Specify type of modification and authority)
X	Limitations of Funds Clause (FAR 52.232-22)

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)
The purpose of this modification is to: 1) Increase funding from \$1,231,108.44 to \$1,251,108.44; a total increase of \$20,000.00. 2) Modify section B.4 CONTRACT FUNDING. Contract value remains unchanged.

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) Julie K. Karr
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 11/7/07

1) B.4 CONTRACT FUNDING (NFS 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 \$1,180,291.20. This allotment is for Engineering Directorate Resource Management and covers the following estimated period of performance: October 1, 2006 through November 16, 2007.

(b) An additional amount of \$70,817.24 is obligated under this contract for payment of fee.

(End of clause)

Funding Recapitulation:

	Prior	This Mod	Total
Cost:	\$1,161,423.28	\$18,867.92	\$1,180,291.20
Fixed Fee:	\$69,685.16	\$1,132.08	\$70,817.24
Total:	\$1,231,108.44	\$20,000.00	\$1,251,108.44

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 14	3. EFFECTIVE DATE See Block 16	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) EDRM
6. ISSUED BY NASA/Johnson Space Center Attn: Magda Marcel/BH2 Houston, TX 77058 Ph: (281) 483-0034 Fax: (281) 244-0995	CODE JSC	7. ADMINISTERED BY (If other than Item 6)	CODE

See block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)
 Mathematical Research, Inc. dba MRI Technologies
 Attn: Deborah A. Kropp, CEO
 1110 NASA Parkway
 Houston, TX 77058

CODE	FACILITY CODE
(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ06HE58C	10B. DATED (SEE ITEM 13) 08/08/2006

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 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)
N/A

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

(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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	d. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties

E. IMPORTANT: Contractor 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.)

- The purpose of modification 14 is to:
- To update clause I.9, 1852.204-76 Security Requirements for Unclassified Information Technology Resources with the May 2007 version. (See page 2)
 - All other terms and conditions remain the same.
 - In consideration of the modification(s) agreed to herein as full and complete equitable adjustment for the changes set forth, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

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) Deborah Kropp, CEO	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Julie K. Karr, Contracting Officer
15B. CONTRACTOR/OFFEROR <i>Deborah Kropp</i> (Signature of person authorized to sign)	15C. DATE SIGNED 10/31/07
15D. UNITED STATES OF AMERICA BY <i>Julie K. Karr</i> (Signature of Contracting Officer)	15E. DATE SIGNED 10/31/07

The following is hereby incorporated in full text into Section I of the contract:

I. 9 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (MAY 2007)

Follow the processes as prescribed in NPR 2810.1A

(a) The Contractor shall be responsible for information and information technology (IT) security when –

(1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or

(2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810.1A, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Minimum Security Requirements for Federal Information and Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810.1A. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810.1A. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and NASA Sponsor and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure that IT security incident handling and response is conducted in accordance with requirements in NPR 2810.1A, Chapter 17.

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810.1A requirements. The Contractor may use web-based training available from NASA to meet this requirement.

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. Knowledge is demonstrated through the NASA System Administrator Security Certification Program. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service. Within 30 days after contract award, the Contractor shall provide to the Contracting Officer a list of all system administrator positions and personnel filling those positions, along with a schedule that ensures certification of all personnel within 90 days after contract award. Additionally, the Contractor should report all personnel changes which impact system administrator positions within 5 days of the personnel change and ensure these individuals obtain System Administrator certification within 90 days after the change.

(7) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.

(8) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall --

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810.1A and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) before the entry on duty date (See NID 1600.1). The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a --

(i) Current or recent national security clearances (within last three years); negative, clearance granted from NAC

(ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or

(iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

(e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(f) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.

(g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts

(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(End of clause)

2. AMENDMENT/MODIFICATION NO. 13	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable) EDRM
6. ISSUED BY NASA/Johnson Space Center Attn: P. Lamar Mueller/BH2 2101 NASA Parkway Houston TX 77058-3696	CODE JSC	7. ADMINISTERED BY (if other than Item 6) NASA/Johnson Space Center Attn: P. Lamar Mueller/BH2 2101 NASA Parkway Houston TX 77058-3696	CODE JSC

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) MRI TECHNOLOGIES Attn: Debbie Kropp 1110 NASA ROAD 1 STE 503 HOUSTON TX 77058	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ06HE58C
		10B. DATED (SEE ITEM 11) 08/08/2006
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 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 Decrease: - \$11,000.00

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

<u>CHECK ONE</u>	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)
X	Limitations of Funds Clause (FAR 52.232-22)

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.)
The purpose of this modification is to: 1) Decrease funding from \$1,242,108.44 to \$1,231,108.44; a total decrease of \$11,000.00. 2) Modify section B.4 CONTRACT FUNDING. Contract value remains unchanged.

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) Julie K. Karr
15B. CONTRACTOR/OFFEROR <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA <small>(Signature of Contracting Officer)</small>
	16C. DATE SIGNED 9/25/07

1) B.4 CONTRACT FUNDING (NFS 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 \$1,161,423.28. This allotment is for Engineering Directorate Resource Management and covers the following estimated period of performance: October 1, 2006 through November 16, 2007.

(b) An additional amount of \$69,685.16 is obligated under this contract for payment of fee.

(End of clause)

Funding Recapitulation:

	Prior	This Mod	Total
Cost:	\$1,171,800.64	-\$10,377.36	\$1,161,423.28
Fixed Fee:	\$70,307.80	-\$622.64	\$69,685.21
Total:	\$1,242,108.44	-\$11,000.00	\$1,231,108.44

2. AMENDMENT/MODIFICATION NO. 12	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Page 2	5. PROJECT NO. (If applicable) EDRM
6. ISSUED BY NASA/Johnson Space Center Attn: P. Lamar Mueller/BH2 2101 NASA Parkway Houston TX 77058-3696	CODE JSC	7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: P. Lamar Mueller/BH2 2101 NASA Parkway Houston TX 77058-3696	CODE JSC

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MRI TECHNOLOGIES Attn: Debbie Kropp 1110 NASA ROAD 1 STE 503 HOUSTON TX 77058	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ06HE58C 10B. DATED (SEE ITEM 11) 08/08/2006
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 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:	\$161,393.00
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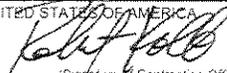
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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) Limitations of Funds Clause (FAR 52.232-22)

E. IMPORTANT: Contractor _____ X 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.)
The purpose of this modification is to: 1) Increase funding from \$1,080,715.44 to \$1,242,108.44; a total increase of \$161,393.00. 2) Modify section B.4 CONTRACT FUNDING. Contract value remains unchanged.

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) Robert Kolb
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 9/19/07

1) B.4 CONTRACT FUNDING (NFS 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 **\$1,171,800.64**. This allotment is for Engineering Directorate Resource Management and covers the following estimated period of performance: **October 1, 2006 through November 16, 2007.**

(b) An additional amount of **\$70,307.80** is obligated under this contract for payment of fee.

(End of clause)

<u>Purchase Request</u>	<u>Amount</u>
4200220848	\$21,000.00
4200220835	\$12,000.00
4200220989	\$31,840.00
4200222057	\$17,000.00
4200220578	\$20,000.00
4200219260	\$59,553.00

Funding Recapitulation:

	Prior Obligations	Current Obligations (Mod 12)	Cumulative Obligations
Cost:	\$1,019,543.09	\$152,257.55	\$1,171,800.64
Fixed Fee:	\$61,172.35	\$9,135.45	\$70,307.80
Total:	\$1,080,715.44	\$161,393.00	\$1,242,108.44

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 11	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. see page 2	5. PROJECT NO. (if applicable) EDRM
6. ISSUED BY NASA/Johnson Space Center Attn: P. Lamar Mueller/BH2 2101 NASA Parkway Houston TX 77058-3696	CODE JSC	7. ADMINISTERED BY (if other than Item 6) NASA/Johnson Space Center Attn: P. Lamar Mueller/BH2 2101 NASA Parkway Houston TX 77058-3696	CODE JSC
8. NAME AND ADDRESS OF CONTRACTOR (No. street county, State and ZIP Code) MRI TECHNOLOGIES Attn: Debbie Kropp 1110 NASA ROAD 1 STE 503 HOUSTON TX 77058		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE		FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ06HE56C
			10B. DATED (SEE ITEM 11) 08/08/2006

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: \$35,500.00

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) Limitations of Funds Clause (FAR 52.232-22)

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.)
 The purpose of this modification is to: 1) Increase funding from \$1,045,215.44 to \$1,080,715.44; a total increase of \$35,500.00. 2) Modify section B.4 CONTRACT FUNDING. Contract value remains unchanged.

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) Julie K. Karr
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 8/23/07

1) B.4 CONTRACT FUNDING (NFS 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 \$1,019,543.09. This allotment is for Engineering Directorate Resource Management and covers the following estimated period of performance: October 1, 2006 through September 30, 2007.

(b) An additional amount of \$61,172.35 is obligated under this contract for payment of fee.

(End of clause)

<u>Purchase Request</u>	<u>Amount</u>
4200215398	\$17,500.00
4200216438	\$2,000.00
4200216401	\$16,000.00

Funding Recapitulation:

	Prior Obligations	Current Obligations (Mod 11)	Cumulative Obligations
NNJ06HE58C			
Cost:	\$986,052.52	\$33,490.57	\$1,019,543.09
Fixed Fee:	\$59,162.92	\$2,009.43	\$61,172.35
Total:	\$1,045,215.44	\$35,500.00	\$1,080,715.44

2. AMENDMENT/MODIFICATION NO 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ NO. 5. PROJECT NO. (if applicable)
 9 See Block 16C 4200210702, 4200209168 EDRM
 6. ISSUED BY CODE JSC 7. ADMINISTERED BY (if other than Item 5) CODE JSC

NASA/Johnson Space Center Attn: P. Lamar Mueller/BH2
 2101 NASA Parkway Houston TX 77058-3696
 NASA/Johnson Space Center Attn: P. Lamar Mueller/BH2
 2101 NASA Parkway Houston TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.

MR: TECHNOLOGIES
 Attn: Debbie Kropp
 1110 NASA ROAD 1 STE 503
 HOUSTON TX 77058

(X) 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
 NNJ06HE58C

10B. DATED (SEE ITEM 11)
 08/08/2006

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 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: \$15,044.17
 See Schedule

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:
 - D. OTHER (Specify type of modification and authority)
- X Limitations of Funds Clause (FAR 52.232-22)

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.)
 The purpose of this modification is to: 1) Increase funding from \$1,070,171.27 to \$1,085,215.44; a total increase of \$15,044.17. 2) Modify section 5.4 CONTRACT FUNDING. Contract value remains unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as herebefore 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)
 Robert ...
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (Signature of person authorized to sign) (Signature of Contracting Officer)
 7-18-07

1) B.4 CONTRACT FUNDING (NFS 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 \$1,023,788.37. This allotment is for Engineering Directorate Resource Management and covers the following estimated period of performance: October 1, 2006 through August 31, 2007.

(b) An additional amount of \$61,427.07 is obligated under this contract for payment of fee.

(End of clause)

<u>Purchase Request</u>	<u>Amount</u>
4200210702	\$10,000.00
4200209168	\$5,044.17

Funding Recapitulation:

	Prior Obligations	Current Obligations (Mod 9)	Cumulative Obligations
Cost:	\$1,009,595.76	\$14,192.61	\$1,023,788.37
Fixed Fee:	\$60,575.51	\$851.56	\$61,427.07
Total:	\$1,070,171.27	\$15,044.17	\$1,085,215.44

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 8 See Block 16C See Page 2 EDRM
 6. ISSUED BY CODE JSC 7. ADMINISTERED BY (If other than item 6) CODE JSC

NASA/Johnson Space Center
 Attn: P. Lamar Mueller/BH2
 2101 NASA Parkway
 Houston TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (No street, county, State and ZIP Code)
 MRI TECHNOLOGIES
 Attn: Debbie Kropp
 1110 NASA ROAD 1 STE 503
 HOUSTON TX 77058

9A. AMENDMENT OF SOLICITATION NO. (X)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. X
 NNJ06HE58C
 10B. DATED (SEE ITEM 11)
 08/08/2006

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 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: \$44,464.67

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:
 - D. OTHER (Specify type of modification and authority)
 X Limitations of Funds Clause (FAR 52.232-22)

E. IMPORTANT: Contractor X, 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.)
 The purpose of this modification is to: 1) Increase funding from \$1,025,706.60 to \$1,070,171.27; a total increase of \$44,464.67. 2) Modify section E.4 CONTRACT FUNDING. Contract value remains unchanged.

Except as provided herein, all terms and conditions of the document referenced in item 5A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Julie K. Karr
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 15B. UNITED STATES OF AMERICA 15C. DATE SIGNED
 (Signature of person authorized to sign) (Signature of Contracting Officer) 4/13/07

1) B.4 CONTRACT FUNDING (NFS 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 **\$1,009,595.76**. This allotment is for Engineering Directorate Resource Management and covers the following estimated period of performance: October 1, 2006 through July 15, 2007.

(b) An additional amount of **\$60,575.51** is obligated under this contract for payment of fee.

(End of clause)

<u>Purchase Request</u>	<u>Amount</u>
4200199184	\$22,464.67
4200205447	\$22,000.00

Funding Recapitulation:

NNJ06HE58C	Prior Obligations	Current Obligations (Mod 8)	Cumulative Obligations
Cost:	\$967,647.96	\$41,947.80	\$1,009,595.76
Fixed Fee:	\$58,058.64	\$2,516.87	\$60,575.51
Total:	\$1,025,706.60	\$44,464.67	\$1,070,171.27

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES
7 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REG NO	5 PROJECT NO (if applicable)
7	See Block 16C	See Page 2	FURM
8 ISSUED BY	CODE	7 ADMINISTERED BY (if other than item 6)	CODE
NASA/Johnson Space Center Attn: P. Lamar Mueller/SB2 2101 NASA Parkway Houston TX 77058-3696	CSG	NASA/Johnson Space Center Attn: P. Lamar Mueller/SB2 2101 NASA Parkway Houston TX 77058-3696	CSG

9 NAME AND ADDRESS OF CONTRACTOR (Do not enter county, State and ZIP Code)		9A AMENDMENT OF SOLICITATION NO
MRI TECHNOLOGIES Attn: Beemie Kropp 1110 NASA ROAD : STE 503 HOUSTON TX 77058		(X)
CODE		9B DATED (SEE ITEM 11)
FACILITY CODE		X
		10A MODIFICATION OF CONTRACT ORDER NO NNJC6HE58C
		10B DATED (SEE ITEM 11) 08/08/2006

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 10, 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)

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) Limitations of Funds Clause (FAR 52.232-22)

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.)
The purpose of this modification is to: 1) Increase funding from \$698,476.40 to \$1,035,706.60; a total increase of \$329,130.00. 2) Modify section B.4 CONTRACT FUNDING. Contract value remains unchanged.

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)
	Julie K. Kari
15B CONTRACTOR/OFFEROR	15C DATE SIGNED
(Signature of person authorized to sign)	16B UNITED STATES OF AMERICA
	Julie K. Kari (Signature of Contracting Officer)
	16C DATE SIGNED
	APR 25 2007

1) B.4 CONTRACT FUNDING (NFS 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 \$967,647.96. This allotment is for Engineering Directorate Resource Management and covers the following estimated period of performance: October 1, 2006 through June 30, 2007.

(b) An additional amount of \$58,058.64 is obligated under this contract for payment of fee.

(End of clause)

<u>Purchase Request</u>	<u>Amount</u>
4200193306	\$221,000.00
4200194001	\$30,000.00
4200197678	\$30,000.00
4200197170	\$20,000.00
4200197240	\$15,000.00
4200197396	\$13,130.00

Funding Recapitulation:

	Prior Obligations	Current Obligations (Mod 6)	Cumulative Obligations
NNJ06HE58C			
Cost:	\$657,147.96	\$310,500.00	\$967,647.96
Fixed Fee:	\$39,428.64	\$18,630.00	\$58,058.64
Total:	\$696,576.60	\$329,130.00	\$1,025,706.60

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AGENCY/STATE/AFSC/ACTIVITY NO: **6** EFFECTIVE DATE: **08/01/00** 2. AGENCY/STATE/AFSC/ACTIVITY NO: **6** PROJECT NO. of Amendment: **1000**

3. ISSUED BY: **ROSE** 4. DATE: **10/01** 5. AGENCY/STATE/AFSC/ACTIVITY NO: **6** PROJECT NO. of Amendment: **1000**

6. AGENCY/STATE/AFSC/ACTIVITY NO: **6** EFFECTIVE DATE: **08/01/00** 7. AGENCY/STATE/AFSC/ACTIVITY NO: **6** PROJECT NO. of Amendment: **1000**

8. AGENCY/STATE/AFSC/ACTIVITY NO: **6** EFFECTIVE DATE: **08/01/00** 9. AGENCY/STATE/AFSC/ACTIVITY NO: **6** PROJECT NO. of Amendment: **1000**

10. AGENCY/STATE/AFSC/ACTIVITY NO: **6** EFFECTIVE DATE: **08/01/00** 11. AGENCY/STATE/AFSC/ACTIVITY NO: **6** PROJECT NO. of Amendment: **1000**

12. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED BY PAR 14

- 14. THE CHANGE ORDER IS ISSUED PURSUANT TO: **1. CHANGE ORDER**
- 15. THE AGENCY/STATE/AFSC/ACTIVITY NO. IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES DUE TO CHANGE IN WORKING ARRANGEMENTS WITH THE CONTRACTOR.
- 16. THIS SUPPLEMENTAL AGREEMENT IS ISSUED IN ACCORDANCE WITH THE TERMS OF THE CONTRACT.
- 17. OTHER (Specify type of modification and category): **1. MODIFICATION OF FUND NUMBER YEAR 02/02-03**

IMPORTANT - This is a modification of the contract. It is intended to be used for equipment and other items. It is not intended to be used for the purchase of goods and services. It is not intended to be used for the purchase of real estate. It is not intended to be used for the purchase of intellectual property. It is not intended to be used for the purchase of other intangible assets.

The purpose of this modification is to provide for the purchase of goods and services. The total amount of this modification is \$100,000.00. The contract number is 02/02-03. The contract is for the purchase of goods and services. The contract is for the purchase of goods and services. The contract is for the purchase of goods and services.

18. AGENCY/STATE/AFSC/ACTIVITY NO: **6** EFFECTIVE DATE: **08/01/00** 19. AGENCY/STATE/AFSC/ACTIVITY NO: **6** PROJECT NO. of Amendment: **1000**

20. AGENCY/STATE/AFSC/ACTIVITY NO: **6** EFFECTIVE DATE: **08/01/00** 21. AGENCY/STATE/AFSC/ACTIVITY NO: **6** PROJECT NO. of Amendment: **1000**

22. AGENCY/STATE/AFSC/ACTIVITY NO: **6** EFFECTIVE DATE: **08/01/00** 23. AGENCY/STATE/AFSC/ACTIVITY NO: **6** PROJECT NO. of Amendment: **1000**

24. AGENCY/STATE/AFSC/ACTIVITY NO: **6** EFFECTIVE DATE: **08/01/00** 25. AGENCY/STATE/AFSC/ACTIVITY NO: **6** PROJECT NO. of Amendment: **1000**

D) B.4 CONTRACT FUNDING (NFS 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 **\$657,147.96**. This allotment is for Engineering Directorate Resource Management and covers the following estimated period of performance: **October 1, 2006 through May 31, 2007.**

(b) An additional amount of **\$39,428.64** is obligated under this contract for payment of fee.

(End of clause)

<u>Purchase Request</u>	<u>Amount</u>
4200191256	\$90,215.60
4200190816	\$25,000.00

Funding Recapitulation:

	Prior Obligations	Current Obligations (Mod 6)	Cumulative Obligations
Cost:	\$548,454.00	\$108,693.96	\$657,147.96
Fixed Fee:	\$32,907.00	\$6,521.64	\$39,428.64
Total:	\$581,361.00	\$115,215.60	\$696,576.60

AMENDMENT OF SOLICITATION/MODIFICATION CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 15

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

5

See Block 16C

See page 2

EDRM

6. ISSUED BY

CODE

JSC

7. ADMINISTERED BY (If other than Item 6)

CODE

JSC

NASA/Johnson Space Center
Attn: P. Lamar Mueller/BH2
2101 NASA Parkway
Houston TX 77058-3696

NASA/Johnson Space Center
Attn: P. Lamar Mueller/BH2
2101 NASA Parkway
Houston TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

MRI TECHNOLOGIES
Attn: Debbie Kropp
1110 NASA ROAD 1 STE 503
HOUSTON TX 77058

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ06HE58C

10B. DATED (SEE ITEM 11)

08/08/2006

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 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 Schedule

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

CHECK ONE	
<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) Limitations of Funds Clause (FAR 52.232-22)

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.)

The purpose of this modification is to: 1) Increase funding from \$546,361.00 to \$581,361.00, for a total increase of \$35,000.00. 2) Modify section B.4 CONTRACT FUNDING. Contract value remains unchanged. 3) Incorporate DRD 8, Organizational Conflicts of Interest Avoidance Plan, as attachment J-9.

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)	
		Julie K. Karr	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		 (Signature of Contracting Officer)	2/14/07

1) B.4 CONTRACT FUNDING (NFS 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 **\$548,454.00**. This allotment is for Engineering Directorate Resource Management and covers the following estimated period of performance: October 1, 2006 through April 30, 2007.

(b) An additional amount of **\$32,907.00** is obligated under this contract for payment of fee.

(End of clause)

<u>Purchase Request</u>	<u>Amount</u>
4200186896	\$15,000.00
4200186583	\$10,000.00
4200186814	\$10,000.00

Funding Recapitulation:

NNJ06HE58C	Prior Obligations	Current Obligations (Mod 5)	Cumulative Obligations
Cost:	\$515,435.00	\$33,019.00	\$548,454.00
Fixed Fee:	\$30,926.00	\$1,981.00	\$32,907.00
Total:	\$546,361.00	\$35,000.00	\$581,361.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 4

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

4

See Block 16C

EDRM

6. ISSUED BY

CODE

JSC

7. ADMINISTERED BY (If other than Item 6)

CODE

JSC

NASA/Johnson Space Center
Attn: Julie Karr/BH2
2101 NASA Parkway
Houston TX 77058-3696

NASA/Johnson Space Center
Attn: Julie Karr/BH
2101 NASA Parkway
Houston TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

MRI TECHNOLOGIES
Attn: Debbie Kropp
1110 NASA ROAD 1 STE 503
HOUSTON TX 77058

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ06HE58C

10B. DATED (SEE ITEM 11)

08/08/2006

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 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 Schedule

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).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Mutual Agreement of the Parties

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.)

See following pages.

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)

Deborah Kropp, CEO

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Ann Bronson

15B. CONTRACTOR/OFFEROR

Deborah Kropp
(Signature of person authorized to sign)

15C. DATE SIGNED

1/22/2007

16B. UNITED STATES OF AMERICA

Ann Bronson
(Signature of Contracting Officer)

16C. DATE SIGNED

1/26/07

NSN 7540-01-152-8070

Previous edition unusable

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

1) B.6 ESTIMATED COST AND FIXED FEE (NFS 1852.216.74) (DEC 1991)

(a) The estimated cost of this contract is \$1,027,644 exclusive of the fixed fee of \$61,371. The total estimated cost and fixed fee is \$1,089,015.

(b) The firm fixed price of the phase in period is \$0.

This clause shall be updated periodically to reflect the value of Task Orders (TOs) issued.

(End of clause)

2) Attachment J-4, Delivery Order Tracking Matrix, is deleted in its entirety and replaced with the following:

Delivery Order (DO) Number	Ref. CR Number	Title	Cost (\$)	Fee (\$)	DO Value (\$)
1		EDRM			\$1,033,456
1 Rev 1		EDRM/EG			\$55,559

3) Clause I.10, Ombudsman, is hereby deleted in its entirety and replaced with the following:

1.10 OMBUDSMAN (NFS 1852.215-84) (OCT 2003) (ALTERNATE I) (JUN 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman,

Lucy V. Kranz Associate Director (Management) Mail code: AC Phone: 281-244-7683 FAX: 281-483-2200

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

4) Clause G.2 is hereby deleted in its entirety and replaced with the following (changes to original text are in boldface print):

G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b)(1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, they shall be prepared in accordance with paragraph (c) of this clause and submitted to:

NASA Johnson Space Center
Attn: LF231 Accounts Payable Group
2101 NASA Parkway
Houston, TX 77058-3696

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as follows:

- (i) Copy 1 - NASA Contracting Officer
- (ii) Copy 2 - DCAA Auditor
- (iii) Copy 3 - Contractor
- (iv) Copy 4 - Contract Administration Office, if delegated
- (v) Copy 5 - Project Manager

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to the cognizant DCAA office

DCAA Address:
Houston Branch Office
8876 Gulf Freeway, Suite 500
Houston, TX 77017

(2) Five copies of SF 1034A, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addressees:

- (i) Copy 1 - NASA Contracting Officer
- (ii) Copy 2 - DCAA Auditor
- (iii) Copy 3 - Contractor
- (iv) Copy 4 - Contract Administration Office, if delegated
- (v) Copy 5 - Project Manager

(3) The Contracting Officer may designate other recipients as required

(d) Public vouchers for payment of fee shall be prepared similarly to the procedure in paragraph (c) of this clause, and be forwarded to:

NASA Johnson Center
Attn: **P. Lamar Mueller/BH2**
2101 NASA Parkway
Houston, TX 77058-3696

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of Clause)

5. Attachment J-2, Data Requirement List, is revised as follows:

In all instances, Sharyn Willis is replaced with P. Lamar Mueller.

6. The Distribution section of Data Requirement Description (DRD) 3 in Attachment J-3 is deleted in its entirety and replaced with the following (changes to original text are in boldface print):

Distribution:

LF6 Cost Accounting (1 hardcopy)

BH2 **julie.k.karr@nasa.gov, Contracting Officer, Email Account (1 electronic copy)**

LE Budget/Program Analyst (1 hardcopy)

EA2 Elizabeth Kluksdahl, Technical (1 hardcopy)

TMR of each respective Task Order

BH2 **perry.l.mueller@nasa.gov, Contract Specialist, E-Mail Account (1 electronic copy)**

7. In consideration of the modification(s) agreed to herein as full and complete equitable adjustment for the changes set forth, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 3 See Block 16C EDRM

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE
 JSC JSC

NASA/Johnson Space Center Attn: Julie Karr/BH2 2101 NASA Parkway Houston TX 77058-3696
 NASA/Johnson Space Center Attn: Julie Karr/BH 2101 NASA Parkway Houston TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 MRI TECHNOLOGIES (x)
 Attn: Debbie Kropp
 1110 NASA ROAD 1 STE 503
 HOUSTON TX 77058

9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ06HE58C (x)
 10B. DATED (SEE ITEM 11) 08/08/2006
 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 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: \$275,000.00

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:
 D. OTHER (Specify type of modification and authority)
 X Limitations of Funds Clause (FAR 52.232-22)

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.)

The purpose of this modification is to increase funding from \$271,361 to \$546,361, for a total increase of \$275,000. Contract clause B.4, Contract Funding, reflects this addition in funding, shows the funded through date of January 31, 2007, and is attached for reference.

002 EP Funding 7,128,639.00
 Incrementally Funded Amount: \$275,000.00

Continued ...

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)
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (Signature of person authorized to sign) (Signature of Contracting Officer)
 J. R. Carpentier 12-20-06

1) B.4 CONTRACT FUNDING (NFS 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 \$515,435.00. This allotment is for Engineering Directorate Resource Management and covers the following estimated period of performance: October 1, 2006 through January 31, 2007.

(b) An additional amount of \$30,926.00 is obligated under this contract for payment of fee.

(End of clause)

<u>Purchase Request</u>	<u>Amount</u>
4200182584	✓ \$ 20,000.00 A R67
4200182354	✓ \$ 14,000.00 R67
4200181774	✓ \$167,000.00 * R67
4200182284	✓ \$ 61,000.00 * R67
4200181897	✓ \$ 13,000.00 A R67

Funding Recapitulation:

NNJ06HE58C	Prior Obligations (Basic)	Current Obligations (Mod 3)	Cumulative Obligations
Cost:	\$256,001.00	\$259,434.00	\$515,435.00
Fixed Fee:	\$15,360.00	\$15,566.00	\$30,926.00
Total:	\$271,361.00	\$275,000.00	\$546,361.00

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
----------------------------------------------------------------	--	---------------------	------------------------

2. AMENDMENT/MODIFICATION NO. 2	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. NA	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Lyndon B. Johnson Space Center Projects Procurement Office Attn: BH2/Julie Karr Houston, TX 77058-0690	CODE BH2/JES	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Mathematical Research Inc., dba MRI Technologies
 Attention: Deborah A. Kropp, CEO
 1110 NASA Parkway
 Houston, TX 77058

CODE (x)	FACILITY CODE
9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ06HE58C	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 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)

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

(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: Mutual Agreements of the Parties
	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.)
 See the following pages.

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) Deborah Kropp, CEO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ann E. Bronson, Contracting Officer	
15B. CONTRACTOR/OFFEROR Deborah Kropp (Signature of person authorized to sign)	15C. DATE SIGNED 12/8/06	16B. UNITED STATES OF AMERICA BY [Signature] (Signature of Contracting Officer)	16C. DATE SIGNED 12-19-06

- 1) The following paragraphs of Sections 1.8.4.2, 1.8.4.3, 2.5.1, 3.8, and 3.9 of the Safety and Health Plan are hereby deleted in their entirety and replaced with the following (changes to the original text are in boldface):

1.8.4.2 Material Safety Data

MRI provides material safety data information for any hazardous materials purchased for use onsite or offsite, including products delivered directly to NASA. Material Safety Data Sheets (MSDS) prepared in accordance with directions in 29 CFR 1910.1200, 40 CFR 302, 311, 312, TDH Chapters 505-507, FED-STD-313, **and JSC 1700.1 Chapter 9 Safety and Health Practices for hazardous Materials**. Original MSDS are maintained by MRI for use by its employees. On or before receipt of the product for use on NASA property, one copy of each MSDS is sent to the JSC Central Repository, Occupational Health and Test Support, Mail Code SD13, along with information on new or changed locations and/or quantities normally stored or used. All reasonable attempts are made to ensure that MSDS are delivered prior to delivery of the material on site. If this is not possible, the MSDS is delivered to the Central Repository by close of business the next working day after the material enters the site.

1.8.4.3 Hazardous Material Inventory

Hazardous materials purchased or stored by MRI either on or offsite and an inventory of hazardous materials compliant with 29 CFR 1910.1200, FED-STD-313 **and JSC 1700.1 Chapter 9 Safety and Health Practices for hazardous Materials**, is prepared and submitted at least annually as required by the JSC Occupational Health and Test Support, Mail Code SD13. The inventory uses the format used by JSC for chemical inventory compilation to provide the following information:

1. Identity of the material
2. Location of the material by building and room
3. Quantity of material kept at each location
4. Peak storage quantity
5. Actual or estimated rate of annual usage of each chemical

2.5.1 Mishap Investigation

All onsite fires, hazardous material releases, and other emergencies are reported immediately by telephone to the **Emergency Operations Center (EOC) in the Office of Emergency Management (OEM)** (extension 33333). If and when a mishap review committee is appointed, MRI provides support in accordance with NPR 8621.1 "NASA Procedural Requirements for Mishap Reporting, Investigating, and Recordkeeping". Assistance from other engineering or operations departments is requested as necessary. "Close calls" are also reported on NASA Form 1627 and recorded to establish trends, eliminate causes, etc.

3.8 Facility Baseline Documentation

The requirements for facilities baseline documentation include drawings and procedures being kept current and that all new and modified facilities and processes are reviewed prior to first use. MRI ensures that our procedures support the development, validation, and maintenance of configuration control, operating procedures, safety, training, maintenance, and other documentation required to maintain the facility documentation set. Facility baseline documentation tasks directed by JSC or as required by government direction are implemented as requested. Baseline documentation records are maintained by the MRI S&H Manager with other S&H-required documentation. A copy of this information is made available to JSC staff on request. **Facility Baseline Documentation performed by MRI will be compliant with and JSC 1700.1 Chapter 10.4 and 3.4.**

3.9 Preventive Maintenance

MRI develops a risk-based preventive maintenance program for its equipment and facilities. At the initiation of this process, risk profiles for each included equipment item/facility are completed. This profile is used to determine a relative risk ranking for each included equipment/facility item. Inspection and preventive maintenance procedures for each item are established, including specific tasks and frequencies. Using a risk-based approach to the preventive maintenance program allows MRI resources to concentrate resources on those items with the highest risk and ensure the protection of the workforce and environment. Using this approach, a unit that presents a high risk-level for injury to employees or surrounding environment receives more preventive maintenance time and resources than one that is evaluated to have a low risk. All equipment and facility preventive maintenance is conducted in accordance with good engineering practice and recognized codes and standards. **Preventive maintenance performed by MRI will be compliant with and JSC 1700.1 Chapter 10.4 and 3.4.**

- 2) In Attachment J-2, Data Requirement List, and J-3, Data Requirement Description, all references to the following points of contacts are hereby deleted and replaced with the following:

Contracting Officer: Ann E. Bronson/BH2
Contract Specialist: Julie K. Karr/BH2
Contracting Officer's Technical Representative: Joseph Maloy/EA2

- 3) Clause F.3 is hereby deleted in its entirety and replaced with the following (changes to original text are in bold):

**F.3 SHIPPING INSTRUCTIONS (JSC PROCUREMENT INSTRUCTION 52-247-94)
(APR 1997)**

All documentation shall be shipped to:

Transportation Officer,
Building 421
NASA Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696
Mark for: Accountable Property Officer 807402

Mark with: Purchase Request No. 4200129010

Contract Number: NNJ06HE58C

For reissue to: Joseph Maloy/EA2
(Name)(Mail Code)(Bldg.)(Rm.)

- 4) Clause G.2 is hereby deleted in its entirety and replaced with the following (changes to original text are in bold):

G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b)(1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, they shall be prepared in accordance with paragraph (c) of this clause and submitted to:

NASA Johnson Space Center
Attn: LF231 Accounts Payable Group
2101 NASA Parkway
Houston, TX 77058-3696

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as follows:

- (i) Copy 1 - NASA Contracting Officer
- (ii) Copy 2 - DCAA Auditor
- (iii) Copy 3 - Contractor
- (iv) Copy 4 - Contract Administration Office, if delegated
- (v) Copy 5 - Project Manager

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to the cognizant DCAA office

DCAA Address:
Houston Branch Office
8876 Gulf Freeway, Suite 500
Houston, TX 77017

(2) Five copies of SF 1034A, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addressees:

- (i) Copy 1 - NASA Contracting Officer
- (ii) Copy 2 - DCAA Auditor
- (iii) Copy 3 - Contractor
- (iv) Copy 4 - Contract Administration Office, if delegated
- (v) Copy 5 - Project Manager

(3) The Contracting Officer may designate other recipients as required

(d) Public vouchers for payment of fee shall be prepared similarly to the procedure in paragraph (c) of this clause, and be forwarded to:

NASA Johnson Center
Attn: **Julie K. Karr/BH2**

2101 NASA Parkway
Houston, TX 77058-3696

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of Clause)

5) Clause H.4 is hereby deleted in its entirety and replaced with the following (changes to original text are in bold):

H.4 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

(End of Clause)

6) The following clause shall be incorporated by reference in Section I of the contract:

1852.216-89 JUL 1997 ASSIGNMENT AND RELEASE FORMS

7) The following clause shall be incorporated into Section I of the contract:

I.12 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (FAR 52.222-39) (DEC 2004)

(a) *Definition.* As used in this clause—

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations

Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

- (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
- (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—
- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
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2. AMENDMENT/MODIFICATION NO. 1	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200175779	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Lyndon B. Johnson Space Center Projects Procurement Office Attn: BH2/Julie Karr Houston, TX 77058-0690	CODE BH2/JES	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Mathematical Research Inc., dba MRI Technologies
Attention: Deborah A. Kropp, CEO
1110 NASA Parkway
Houston, TX 77058

CODE	FACILITY CODE
(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ06HE58C	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 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)

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

(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: Mutual Agreements of the Parties
X	d. OTHER (Specify type of modification and authority) Limitation of Funds Clause (FAR 52.232-22)

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.)
The purpose of this modification is to 1) increase contract funding by \$206,361.00 from \$65,000.00 to \$271,361.00. Contract clause B.4, Contract Funding, reflects this addition in funding, shows the funded through date of December 9, 2006, and is attached for reference.
2) To increase the contract value from \$0 to \$1,033,456. Contract Clause B.6, Estimated Cost and Fixed Fee, reflects the addition in contract value.
3) To update Attachment 4, Delivery Order Tracking Matrix to reflect the award of Delivery Order 1.

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) Deborah Kropp, CEO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ann E. Bronson, Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>Deborah Kropp</i> (Signature of person authorized to sign)	15C. DATE SIGNED 9/21/06	16B. UNITED STATES OF AMERICA BY <i>Ann E. Bronson</i> (Signature of Contracting Officer)	16C. DATE SIGNED 9/22/06

1) B.4 CONTRACT FUNDING (NFS 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 \$256,001. This allotment is for Engineering Directorate Resource Management and covers the following estimated period of performance: October 1, 2006 through December 9, 2006.

(b) An additional amount of \$15,360 is obligated under this contract for payment of fee.

(End of clause)

<u>Purchase Request</u>	<u>Amount</u>
4200175779	\$13,000.00
4200174469	\$13,000.00
4200174374	\$13,000.00
4200175853	\$13,000.00
4200175789	\$40,000.00
4200174699	\$40,000.00
4200177435	\$74,361.00

Funding Recapitulation:

	Prior Obligations (Basic)	Current Obligations (Mod 1)	Cumulative Obligations
NNJ06HE58C			
Cost:	\$61,321.00	\$194,680.00	\$256,001.00
Fixed Fee:	\$3,679.00	\$11,681.00	\$15,360.00
Total:	\$65,000.00	\$206,361.00	\$271,361.00

2) B.6 ESTIMATED COST AND FIXED FEE (NFS 1852.216.74) (DEC 1991)

(a) The estimated cost of this contract is \$975,213 exclusive of the fixed fee of \$58,243. The total estimated cost and fixed fee is \$1,033,456.

(b) The firm fixed price of the phase in period is \$0.

This clause shall be updated periodically to reflect the value of Task Orders (TOs) issued.

(End of clause)

3) ATTACHEMNT J-4 DELIVERY ORDER TRACKING MATRIX

Delivery Order (DO) Number	Ref. CR Number	Title	Cost (\$)	Fee (\$)	DO Value (\$)
1		EDRM	64		\$1,033,456