

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1 CONTRACT ID CODE PAGE OF PAGES
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2 AMENDMENT/MODIFICATION I.D. 3 EFFECTIVE DATE 4 REQUISITION/PURCHASE REQ NO 5 PROJECT NO (if applicable)
 000010 9/19/13

6 ISSUED BY CODE 7 ADMINISTERED BY (if other than Item 6) CODE
 NASA/Johnson Space Center
 Attn: Justin Mason/BR3
 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
 DYNACORP INTERNATIONAL LLC
 13500 HERITAGE PKWY
 FORT WORTH TX 76177-5318
 9B DATED (SEE ITEM 11)
 10A MODIFICATION OF CONTRACT/ORDER NO.
 NNJ12JC05C
 10B DATED (SEE ITEM 13)
 04/16/2012

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 CONTRACT/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, or prohibition date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 49.103(a).
 C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
 D OTHER (Specify type of modification and authority)
 X Mutual Agreement of parties and email dated 9/11/2013 at 9:16 AM from David Moreno

E IMPORTANT: Other 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.)

1. The purpose of this modification is to definitize the fixed price funding schedule within clause H.12, NASA 1852.232-77, Limitation of funds (Fixed-Price-Contract) (MAR 1989) (Applies to Fixed Price).

(Continued on page 2)
 Payment Terms:
 Net 30 days

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as hereof are changed, amended, changed and in full force and effect

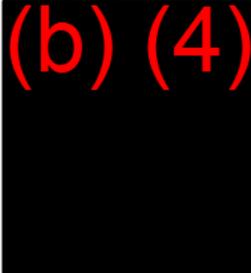
15A NAME AND TITLE OF SIGNER (Type or print) 15B CONTRACT OFFICER
 DAVID MORENO, SR. CONTRACTS MGR
 15C DATE SIGNED 15D UNITED STATES OF AMERICA 15E DATE SIGNED
 9/19/13 Alice J. Pursell 9/19/13
 (Signature of Contracting Officer)

2. Clause H.12 , (NASA 1852.232-77) Limitation of Funds (Fixed –Price Contract) (MAR 1989) (Applies to Fixed Price) is hereby deleted in its entirety and replaced by the following :

H.12 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT). (MAR 1989) (Applies to Fixed-Price)

(a) Of the total fixed price of items in Section B.2, the sum of \$ (b) (4) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Date	Amounts
<u>August 1, 2012</u>	
<u>November 1, 2012</u>	
<u>February 1, 2013</u>	
<u>May 1, 2013</u>	
September 20, 2013	
September 30, 2013	
November 30, 2013	
February 28, 2014	
May 31, 2014	

*Note: The amounts listed are for administrative purposes only, funds will be obligated in CMM upon issuance of Task Orders.

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until September 30, 2013.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

- (3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it.
- (ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
- (4) If, after the notification referred to in paragraph (c) (3) (ii) of this clause, additional funds are not allotted by the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.
- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

Note: It is the Government's intention to obligate incremental funding, dependent upon availability, to advance fund in 90-operating day increments with no less than 60-operating days funded in advance at all times.

(End of clause)

3. Schedule for allotment of funds for FY15 will be determined by September 1, 2014.

4. Except as provided by this modification, all other terms and conditions remain unchanged and in full force and effect.