

**FOIA REDACTED COPY**

**Mods 88 thru 98**

**NASA/KSC Contract No. NAS10-03006  
University-Affiliated Spaceport Technology (USTDC)**

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO.

000088

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

See Schedule

5. PROJECT NO. (If applicable)

USTDC

6. ISSUED BY

CODE

KSC

7. ADMINISTERED BY (If other than Item 6)

CODE

KSC

NASA/John F. Kennedy Space Center  
Office of Procurement  
MAIL CODE OP  
KENNEDY SPACE CENTER FL 32899

NASA/Kennedy Space Center  
Office of Procurement  
MAIL CODE OP-ES  
ATTN: Andrew S. Dennis  
KENNEDY SPACE CENTER FL 32899

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

ASRC AEROSPACE CORP  
Attn: NONE SPECIFIED  
6303 IVY LN, STE-300  
GREENBELT MD 20770-6302

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
NAS1003006

10B. DATED (SEE ITEM 11)

2/10/2003

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:

\$5,772,499.00

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 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 Limitation of Funds

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.)

1. The purpose of this modification is to add incremental funding to the contract in the net amount of \$5,772,499.00 for a total contract obligation amount of \$177,735,127.00. This funding is considered to be adequate for contract performance through February 22, 2008 per contractor's e-mail dated November 19, 2007.

2. The following page changes shall be made to the contract to incorporate the above modification:

Section B: Replace pages 13 and 13.1 with the attached revised pages 13 and 13.1.

All other terms and conditions of the contract remain 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)

Andrew S. Dennis

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

11/21/2007

UN 7540-01-152-8070  
Previous edition unusable

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

**B.3 CONTRACT FUNDING (NFS 18-52.232-81) (JUN 1990)**

(a) For purposes of payment of cost and fees in accordance with the Limitation of Funds clause, the total amounts allotted by the Government to this contract, and the period of performance through which it is estimated these funds will cover, are specified in Table B-4.

**Table B-4  
CONTRACT FUNDING**

| Contract Mod | FUNDING        |       |               |                  |                       | Contract Value |
|--------------|----------------|-------|---------------|------------------|-----------------------|----------------|
|              | Estimated Cost | Award | Incentive Fee | Total Cost & Fee | Adequate through date |                |
| 1            |                |       |               | \$4,334,267.00   | 4/30/2003             | \$4,334,267    |
| 2            |                |       |               | \$2,208,012.00   | 5/30/2003             | \$2,208,012    |
| 4            |                |       |               | \$1,629,276.00   | 7/11/2003             |                |
| 5            |                |       |               | \$1,246,169.00   | 8/4/2003              |                |
| 6            |                |       |               | \$1,813,245.00   | 9/3/2003              | \$8,339,265    |
| 7            |                |       |               | \$3,302,408.00   | 10/17/2003            |                |
| 8            |                |       |               | \$2,203,787.00   | 11/21/2003            | \$2,097,273    |
| 9            |                |       |               | \$130,141.00     | 11/21/2003            |                |
| 10           |                |       |               | \$2,141,294.00   | 1/2/2004              | \$11,453,640   |
| 11           |                |       |               | \$1,583,310.00   | 2/8/2004              |                |
| 12           |                |       |               | \$0.00           |                       | (\$51,803)     |
| 13           |                |       |               | \$3,073,269.00   | 4/5/2004              |                |
| 14           |                |       |               | \$0.00           |                       | \$4,835,575    |
| 15           |                |       |               | \$1,375,467.00   | 4/23/2004             |                |
| 16           |                |       |               | \$1,801,848.00   | 5/27/2004             |                |
| 17           |                |       |               | \$1,721,746.00   | 6/18/2004             |                |
| 18           |                |       |               | \$0.00           |                       | \$3,048,651    |
| 19           |                |       |               | \$1,231,987.00   | 7/8/2004              |                |
| 20           |                |       |               | \$76,995.00      | 7/9/2004              |                |
| 21           |                |       |               | \$1,373,128.28   | 8/6/2004              |                |
| 22           |                |       |               | \$4,713,281.00   | 9/30/2004             |                |
| 23           |                |       |               | \$841,201.00     | 10/8/2004             | \$4,564,822    |
| 24           |                |       |               | \$1,752,824.00   | 11/12/2004            |                |
| 25           |                |       |               | \$804,026.00     | 11/16/2004            |                |
| 26           |                |       |               | \$3,932,993.27   | 12/30/2004            | \$4,200,702    |
| 27           |                |       |               | \$119,745.00     | 12/30/2004            |                |
| 28           |                |       |               | \$948,552.00     | 1/28/2005             |                |
| 29           |                |       |               | \$1,077,515.00   | 2/9/2005              | \$15,081,736   |
| 30           |                |       |               | \$0.00           |                       | (\$566,966)    |
| 31           |                |       |               | \$1,281,558.00   | 3/8/2005              |                |
| 33           |                |       |               | \$6,084,443.00   | 5/31/2005             |                |
| 34           |                |       |               | \$3,075,139.00   | 7/15/2005             | \$1,277,695    |
| 35           |                |       |               | \$2,701,938.00   | 8/12/2005             |                |
| 36           |                |       |               | \$706,755.00     | 8/19/2005             |                |
| 37           |                |       |               | \$1,526,845.00   | 8/28/2005             |                |
| 38           |                |       |               | \$227,000.00     | 8/29/2005             | \$6,846,822    |
| 39           |                |       |               | \$3,113,040.00   | 9/30/2005             |                |
| 40           |                |       |               | \$2,599,032.01   | 10/31/2005            |                |

Table B-4  
CONTRACT FUNDING

| Contract Mod | FUNDING        |           |               |                  |                       | Contract Value |
|--------------|----------------|-----------|---------------|------------------|-----------------------|----------------|
|              | Estimated Cost | Award Fee | Incentive Fee | Total Cost & Fee | Adequate through date |                |
| 42           |                |           |               | \$1,855,902.00   | 11/30/2005            |                |
| 43           |                |           |               | \$2,543,573.00   | 12/31/2005            |                |
| 44           |                |           |               | \$580,749.00     | 12/31/2005            |                |
| 45           |                |           |               | \$838.00         | 12/31/2005            |                |
| 46           |                |           |               | \$1,637,463.00   | 1/9/2006              |                |
| 47           |                |           |               |                  |                       | \$15,953,809   |
| 48           |                |           |               | \$1,259,705.00   | 1/20/2006             |                |
| 49           |                |           |               |                  |                       | (\$61,865)     |
| 50           |                |           |               | \$2,275,490.00   | 2/24/2006             |                |
| 51           |                |           |               | \$1,462,053.00   | 3/31/2006             |                |
| 52           |                |           |               | \$1,784,288.00   | 5/1/2006              |                |
| 53           |                |           |               | \$10,226,337.00  | 8/11/2006             |                |
| 54           |                |           |               | \$3,895,797.00   | 8/30/2006             | \$15,219,265   |
| 56           |                |           |               | \$3,504,780.00   | 9/11/2006             |                |
| 57           |                |           |               | \$3,013,593.00   | 9/22/2006             |                |
| 58           |                |           |               | \$73,104.00      | 9/22/2006             |                |
| 59           |                |           |               |                  |                       | \$6,219,674    |
| 60           |                |           |               | \$3,158,154.00   | 9/28/2006             |                |
| 61           |                |           |               | \$1,329,315.00   | 9/29/2006             |                |
| 62           |                |           |               | \$4,121,468.00   | 11/17/2006            |                |
| 63           |                |           |               | \$1,970,247.00   | 11/24/2006            |                |
| 64           |                |           |               | \$803,611.00     | 12/1/2006             |                |
| 65           |                |           |               | \$1,062,160.00   | 1/8/2007              | \$32,796,779   |
| 67           |                |           |               | \$10,827,778.00  | 3/30/2007             |                |
| 68           |                |           |               | \$9,284,097.00   | 6/29/2007             |                |
| 69           |                |           |               |                  |                       | \$14,965,848   |
| 70           |                |           |               | \$6,679,750.00   | 8/17/2007             |                |
| 71           |                |           |               | \$4,706,899.00   | 9/3/2007              |                |
| 72           |                |           |               |                  |                       |                |
| 73           |                |           |               |                  |                       |                |
| 74           |                |           |               | \$12,148,359.00  | 9/17/2007             |                |
| 75           |                |           |               | \$1,047,433.00   | 9/17/2007             |                |
| 76           |                |           |               |                  |                       | \$9,337,508    |
| 77           |                |           |               | \$1,174,244.00   | 9/24/2007             |                |
| 78           |                |           |               | \$367,396.00     | 9/28/2007             |                |
| 79           |                |           |               | \$2,309,857.00   | 10/19/2007            |                |
| 80           |                |           |               | \$0.00           |                       |                |
| 82           |                |           |               | \$2,078,035.07   | 10/26/2007            |                |
| 83           |                |           |               | \$733,854.00     | 11/2/2007             |                |
| 84           |                |           |               | \$5,461,470.00   | 1/4/2008              |                |
| 85           |                |           |               | \$2,432,521.00   | 1/18/2008             |                |
| 86           |                |           |               |                  |                       | \$63,321,600   |
| 88           |                |           |               | \$5,772,499.00   | 2/22/2008             |                |
| Total        |                |           |               | \$177,735,127.00 | 2/22/2008             | \$225,422,309  |

2. AMENDMENT/MODIFICATION NO. 000089  
 3. EFFECTIVE DATE See Block 16C  
 4. REQUISITION/PURCHASE REQ. NO.  
 5. PROJECT NO. (If applicable) USTDC  
 6. ISSUED BY CODE KSC  
 7. ADMINISTERED BY (If other than Item 6) CODE KSC

NASA/John F. Kennedy Space Center  
 Office of Procurement  
 MAIL CODE OP  
 KENNEDY SPACE CENTER FL 32899

NASA/Kennedy Space Center  
 Office of Procurement  
 MAIL CODE OP-ES  
 ATTN: Andrew S. Dennis  
 KENNEDY SPACE CENTER FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 ASRC AEROSPACE CORP  
 Attn: NONE SPECIFIED  
 6303 IVY LN, STE-300  
 GREENBELT MD 20770-6302

9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1003006  
 10B. DATED (SEE ITEM 11) 2/10/2003

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 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 Mutual Agreement of the Parties

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.)

1. The purpose of this modification is to revise the labor classifications and their associated burdened labor rates for the University of Central Florida (UCF) in contract attachment J-5, Task Order Pricing Rate Schedule.

2. The following page changes shall be made to the contract to incorporate the above modification:

Section J, Attachment J-5: Replace page 1 with the revised page 1.

Section J, Attachment J-5B: Replace pages 1 and 2 with the revised page 1 and page 2.

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) DIRECTOR BUSINESS  
 MARTIN CUMMINS MANAGEMENT

15B. CONTRACTOR OFFICER

15C. DATE SIGNED 10/14/07

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

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED 12/14/07

(Signature of person authorized to sign)

(Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NAS1003006/000089

PAGE OF  
2 5

NAME OF OFFEROR OR CONTRACTOR  
ASRC AEROSPACE CORP

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)  | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
|                 | 3. All other terms and conditions of the contract remain unchanged. |                 |             |                   |               |

# TASK ORDER PRICING RATE SCHEDULE

Attachment J-5A  
Attachment J-5B  
Attachment J-5C

ASRC Aerospace Rates  
University of Central Florida Rates  
Sierra Lobo Rates (no longer used  
after GFY 2007)

**UNIVERSITY AFFILIATED SPACEPORT TECHNOLOGY DEVELOPMENT CONTRACT  
TASK ORDER PRICING RATE SCHEDULE**

Subcontractor: UNIVERSITY of CENTRAL FLORIDA

BASIC  
 OPTIONS

On-Site UCF  
 On-Site KSC

FULLY BURDENED DIRECT LABOR RATES

| ITEM No. | LABOR CLASSIFICATIONS | GFY 2008      |               | GFY 2009      |               | GFY 2010      |               | GFY 2011      |               | GFY 2012      |               |
|----------|-----------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
|          |                       | S.I. Rate/Hr. | O.I. Rate/Hr. |
| 1B       |                       |               |               |               |               |               |               |               |               |               |               |
| 2B       |                       |               |               |               |               |               |               |               |               |               |               |
| 3B       |                       |               |               |               |               |               |               |               |               |               |               |
| 4B       |                       |               |               |               |               |               |               |               |               |               |               |
| 5B       |                       |               |               |               |               |               |               |               |               |               |               |
| 6B       |                       |               |               |               |               |               |               |               |               |               |               |
| 7B       |                       |               |               |               |               |               |               |               |               |               |               |

UNIVERSITY AFFILIATED SPACEPORT TECHNOLOGY DEVELOPMENT CONTRACT  
TASK ORDER PRICING RATE SCHEDULE

Subcontractor: UNIVERSITY of CENTRAL FLORIDA

BASIC  
 OPTIONS

On-Site UCF  
 On-Site KSC

FULLY BURDENED DIRECT LABOR RATES

| ITEM No. | LABOR CLASSIFICATIONS | GFY 2008      |               | GFY 2009      |               | GFY 2010      |               | GFY 2011      |               | GFY 2012      |               |
|----------|-----------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
|          |                       | S.T. Rate/Hr. | O.T. Rate/Hr. |
| 1B       |                       |               |               |               |               |               |               |               |               |               |               |
| 2B       |                       |               |               |               |               |               |               |               |               |               |               |
| 3B       |                       |               |               |               |               |               |               |               |               |               |               |
| 4B       |                       |               |               |               |               |               |               |               |               |               |               |
| 5B       |                       |               |               |               |               |               |               |               |               |               |               |
| 6B       |                       |               |               |               |               |               |               |               |               |               |               |
| 7B       |                       |               |               |               |               |               |               |               |               |               |               |

**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)

000090

12/17/2007

See Schedule

USTDC

6. ISSUED BY

CODE

KSC

7. ADMINISTERED BY (If other than Item 6)

CODE

KSC

NASA/John F. Kennedy Space Center  
Office of Procurement  
MAIL CODE OP  
KENNEDY SPACE CENTER FL 32899

NASA/Kennedy Space Center  
Office of Procurement  
MAIL CODE OP-ES  
ATTN: Andrew S. Dennis  
KENNEDY SPACE CENTER FL 32899

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

ASRC AEROSPACE CORP  
Attn: NONE SPECIFIED  
6303 IVY LN, STE-300  
GREENBELT MD 20770-6302

|     |   |
|-----|---|
| (X) | 9A. AMENDMENT OF SOLICITATION NO.                     |
|     | 9B. DATED (SEE ITEM 11)                               |
| X   | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>NAS1003006 |
|     | 10B. DATED (SEE ITEM 11)<br>02/10/2003                |

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 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:

\$5,756,533.00

**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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|           | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  |
| X         | D. OTHER (Specify type of modification and authority)<br>Limitation of Funds  |

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

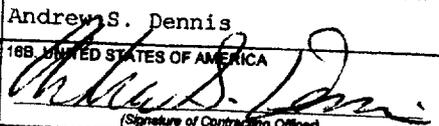
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
1. The purpose of this modification is to add incremental funding to the contract in the net amount of \$5,756,533.00 for a total contract obligation amount of \$183,491,660.00. This funding is considered to be adequate for contract performance through April 8, 2008 per contractor's e-mail dated December 18, 2007.

2. The following page changes shall be made to the contract to incorporate the above modification:

Section B: Replace pages 13 and 13.1 with the attached revised pages 13 and 13.1.

3. All other terms and conditions of the contract remain unchanged.  
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)                           |  |
|   |  | Andrew S. Dennis   |  |
| 15B. CONTRACTOR/OFFEROR                       |  | 16B. UNITED STATES OF AMERICA  |  |
| (Signature of person authorized to sign)      |  |  |  |
| 15C. DATE SIGNED                              |  | 16C. DATE SIGNED   |  |
|   |  | 12/18/2007   |  |

FORM 7540-01-152-8070  
Previous edition unusable

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NAS1003006/000090

PAGE OF

2

2

NAME OF OFFEROR OR CONTRACTOR

ASRC AEROSPACE CORP

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B) | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--------------------------|-----------------|-------------|-------------------|---------------|
|                 |                          |                 |             |                   |               |

**B.3 CONTRACT FUNDING (NFS 18-52.232-81) (JUN 1990)**

(a) For purposes of payment of cost and fees in accordance with the Limitation of Funds clause, the total amounts allotted by the Government to this contract, and the period of performance through which it is estimated these funds will cover, are specified in Table B-4.

**Table B-4  
CONTRACT FUNDING**

| Contract Mod | FUNDING   |       |               |                  |                       | Contract Value |
|--------------|-----------|-------|---------------|------------------|-----------------------|----------------|
|              | Estimated | Award | Incentive Fee | Total Cost & Fee | Adequate through date |                |
| 1            |           |       |               | \$4,334,287.00   | 4/30/2003             | \$4,334,287    |
| 2            |           |       |               | \$2,208,012.00   | 5/30/2003             | \$2,208,012    |
| 4            |           |       |               | \$1,829,276.00   | 7/11/2003             |                |
| 5            |           |       |               | \$1,246,169.00   | 8/4/2003              |                |
| 6            |           |       |               | \$1,813,245.00   | 9/3/2003              | \$8,339,265    |
| 7            |           |       |               | \$3,302,408.00   | 10/17/2003            |                |
| 8            |           |       |               | \$2,203,787.00   | 11/21/2003            | \$2,097,273    |
| 9            |           |       |               | \$130,141.00     | 11/21/2003            |                |
| 10           |           |       |               | \$2,141,294.00   | 1/2/2004              | \$11,453,640   |
| 11           |           |       |               | \$1,583,310.00   | 2/6/2004              |                |
| 12           |           |       |               | \$0.00           |                       | (\$51,803)     |
| 13           |           |       |               | \$3,073,269.00   | 4/5/2004              |                |
| 14           |           |       |               | \$0.00           |                       | \$4,835,575    |
| 15           |           |       |               | \$1,375,467.00   | 4/23/2004             |                |
| 16           |           |       |               | \$1,801,848.00   | 5/27/2004             |                |
| 17           |           |       |               | \$1,721,746.00   | 6/18/2004             |                |
| 18           |           |       |               | \$0.00           |                       | \$3,048,651    |
| 19           |           |       |               | \$1,231,987.00   | 7/8/2004              |                |
| 20           |           |       |               | \$76,995.00      | 7/9/2004              |                |
| 21           |           |       |               | \$1,373,128.28   | 8/6/2004              |                |
| 22           |           |       |               | \$4,713,281.00   | 9/30/2004             |                |
| 23           |           |       |               | \$841,201.00     | 10/8/2004             | \$4,564,822    |
| 24           |           |       |               | \$1,752,924.00   | 11/12/2004            |                |
| 25           |           |       |               | \$604,026.00     | 11/16/2004            |                |
| 26           |           |       |               | \$3,932,983.27   | 12/30/2004            | \$4,200,702    |
| 27           |           |       |               | \$119,745.00     | 12/30/2004            |                |
| 28           |           |       |               | \$948,552.00     | 1/28/2005             |                |
| 29           |           |       |               | \$1,077,515.00   | 2/9/2005              | \$15,081,736   |
| 30           |           |       |               | \$0.00           |                       | (\$566,966)    |
| 31           |           |       |               | \$1,281,558.00   | 3/8/2005              |                |
| 33           |           |       |               | \$6,084,443.00   | 5/31/2005             |                |
| 34           |           |       |               | \$3,075,139.00   | 7/15/2005             | \$1,277,695    |
| 35           |           |       |               | \$2,701,938.00   | 8/12/2005             |                |
| 36           |           |       |               | \$706,755.00     | 8/19/2005             |                |
| 37           |           |       |               | \$1,526,845.00   | 8/28/2005             |                |
| 38           |           |       |               | \$227,000.00     | 8/29/2005             | \$6,846,822    |
| 39           |           |       |               | \$3,113,040.00   | 9/30/2005             |                |
| 40           |           |       |               | \$2,599,032.01   | 10/31/2005            |                |

Table B-4  
CONTRACT FUNDING

| Contract Mod | Estimated Cost | Award Fee | Incentive Fee | FUNDING          |                       | Contract Value |
|--------------|----------------|-----------|---------------|------------------|-----------------------|----------------|
|              |                |           |               | Total Cost & Fee | Adequate through date |                |
| 42           |                |           |               | \$1,855,902.00   | 11/30/2005            |                |
| 43           |                |           |               | \$2,543,573.00   | 12/31/2005            |                |
| 44           |                |           |               | \$580,749.00     | 12/31/2005            |                |
| 45           |                |           |               | \$838.00         | 12/31/2005            |                |
| 46           |                |           |               | \$1,637,463.00   | 1/9/2006              |                |
| 47           |                |           |               |                  |                       |                |
| 48           |                |           |               | \$1,250,705.00   | 1/20/2006             | \$15,953,809   |
| 49           |                |           |               |                  |                       |                |
| 50           |                |           |               |                  |                       | (\$61,865)     |
| 51           |                |           |               | \$2,275,490.00   | 2/24/2006             |                |
| 52           |                |           |               | \$1,462,053.00   | 3/31/2006             |                |
| 53           |                |           |               | \$1,784,268.00   | 5/1/2006              |                |
| 54           |                |           |               | \$10,228,337.00  | 8/11/2006             |                |
| 56           |                |           |               | \$3,895,797.00   | 8/30/2006             | \$15,219,265   |
| 57           |                |           |               | \$3,504,780.00   | 9/11/2006             |                |
| 58           |                |           |               | \$3,013,593.00   | 9/22/2006             |                |
| 59           |                |           |               | \$73,104.00      | 9/22/2006             |                |
| 60           |                |           |               |                  |                       | \$6,219,674    |
| 61           |                |           |               | \$3,158,154.00   | 9/28/2006             |                |
| 62           |                |           |               | \$1,329,315.00   | 9/29/2006             |                |
| 63           |                |           |               | \$4,121,458.00   | 11/17/2006            |                |
| 64           |                |           |               | \$1,970,247.00   | 11/24/2006            |                |
| 65           |                |           |               | \$603,611.00     | 12/1/2006             |                |
| 67           |                |           |               | \$1,062,160.00   | 1/8/2007              | \$32,706,779   |
| 68           |                |           |               | \$10,827,778.00  | 3/30/2007             |                |
| 69           |                |           |               | \$9,284,097.00   | 6/29/2007             |                |
| 70           |                |           |               |                  |                       | \$14,965,848   |
| 71           |                |           |               | \$6,879,750.00   | 8/17/2007             |                |
| 72           |                |           |               | \$4,706,899.00   | 9/3/2007              |                |
| 73           |                |           |               |                  |                       |                |
| 74           |                |           |               |                  |                       |                |
| 75           |                |           |               | \$12,148,359.00  | 9/17/2007             |                |
| 76           |                |           |               | \$1,047,433.00   | 9/17/2007             |                |
| 77           |                |           |               |                  |                       | \$9,337,508    |
| 78           |                |           |               | \$1,174,244.00   | 9/24/2007             |                |
| 79           |                |           |               | \$367,398.00     | 9/28/2007             |                |
| 80           |                |           |               | \$2,309,857.00   | 10/19/2007            |                |
| 82           |                |           |               | \$0.00           |                       |                |
| 83           |                |           |               | \$2,078,035.07   | 10/28/2007            |                |
| 84           |                |           |               | \$733,854.00     | 11/2/2007             |                |
| 85           |                |           |               | \$5,461,470.00   | 1/4/2008              |                |
| 86           |                |           |               | \$2,432,521.00   | 1/18/2008             |                |
| 88           |                |           |               |                  |                       | \$63,321,600   |
| 90           |                |           |               | \$5,772,499.00   | 2/22/2008             |                |
|              |                |           |               | \$5,758,533.00   | 4/8/2008              |                |
| Total        |                |           |               | \$183,491,660.00 | 4/8/2008              | \$225,422,309  |

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

|   |  |  |   |   |  |
|---|--|--|---|---|--|
| 2. AMENDMENT/MODIFICATION NO.<br><b>91</b>  |  | 3. EFFECTIVE DATE<br><b>See Block 16C.</b> | 4. REQUISITION/PURCHASE REQ. NO.<br><b>4200231796</b> | 1. CONTRACT ID CODE<br><b>NAS10-03006</b> | PAGE OF PAGES<br><b>1</b>   <b>2</b>           |
| 8. ISSUED BY<br><b>NASA/John F. Kennedy Space Center<br/>Procurement Office<br/>Kennedy Space Center, Florida 32899</b> |  | CODE<br><b>OP-ES</b>                       | 7. ADMINISTERED BY (If other than Item 6)             |   | 5. PROJECT NO. (If applicable)<br><b>USTDC</b> |

|  |  |          |   |
|--|--|----------|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)<br><b>ASRC Aerospace Corporation<br/>6301 Ivy lane, Suite 300<br/>Greenbelt, Maryland 20770</b> |  | (9)      | 9A. AMENDMENT OF SOLICITATION NO.                             |
| CODE <b>1CZZ9</b>  |  |          | 9B. DATED (SEE ITEM 11)                                       |
| FACILITY CODE  |  | <b>X</b> | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br><b>NAS10-03006</b> |
|  |  |          | 10B. DATED (SEE ITEM 13)<br><b>02-10-03</b>                   |

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 one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 in Obligation Amount of \$ 170,456.00**

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

|        |   |
|--------|---|
| (c) 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)<br><b>X Limitation of Funds</b>   |
| E.     | IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <u>3</u> 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 add incremental funding to the contract in the net amount of \$ 170,456.00 for a total contract obligation amount of \$183,662,115.00. This funding is considered to be adequate for contract performance through April 9, 2008 per contractor's e-mail dated December 20, 2007.

(See Continuation Page)

|  |                  |   |                                     |
|--|------------------|---|-------------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br><b>Valencia B. Mitchell</b> |                  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br><b>Valencia B. Mitchell</b>             |                                     |
| 15B. CONTRACTOR/OFFEROR  | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY <b>Valencia B. Mitchell</b><br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br><b>12/20/07</b> |

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105  
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STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA

**B.3 CONTRACT FUNDING (NFS 18-52.232-81) (JUN 1990)**

(a) For purposes of payment of cost and fees in accordance with the Limitation of Funds clause, the total amounts allotted by the Government to this contract, and the period of performance through which it is estimated these funds will cover, are specified in Table B-4.

**Table B-4  
CONTRACT FUNDING**

| Contract Mod | Estimated Cost | Award Fee | Incentive Fee | FUNDING          |                       | Contract Value |
|--------------|----------------|-----------|---------------|------------------|-----------------------|----------------|
|              |                |           |               | Total Cost & Fee | Adequate through date |                |
| 1            |                |           |               |                  |                       |                |
| 2            |                |           |               | \$4,334,267.00   | 4/30/2003             | \$4,334,267    |
| 4            |                |           |               | \$2,208,012.00   | 5/30/2003             | \$2,208,012    |
| 5            |                |           |               | \$1,629,276.00   | 7/11/2003             |                |
| 6            |                |           |               | \$1,246,169.00   | 8/4/2003              |                |
| 7            |                |           |               | \$1,813,245.00   | 9/3/2003              | \$8,339,265    |
| 8            |                |           |               | \$3,302,408.00   | 10/17/2003            |                |
| 9            |                |           |               | \$2,203,787.00   | 11/21/2003            | \$2,097,273    |
| 10           |                |           |               | \$130,141.00     | 11/21/2003            |                |
| 11           |                |           |               | \$2,141,294.00   | 1/2/2004              | \$11,453,640   |
| 12           |                |           |               | \$1,583,310.00   | 2/6/2004              |                |
| 13           |                |           |               | \$0.00           |                       | (\$51,803)     |
| 14           |                |           |               | \$3,073,269.00   | 4/5/2004              |                |
| 15           |                |           |               | \$0.00           |                       | \$4,835,575    |
| 16           |                |           |               | \$1,375,467.00   | 4/23/2004             |                |
| 17           |                |           |               | \$1,801,848.00   | 5/27/2004             |                |
| 18           |                |           |               | \$1,721,746.00   | 6/18/2004             |                |
| 19           |                |           |               | \$0.00           |                       | \$3,048,651    |
| 20           |                |           |               | \$1,231,987.00   | 7/8/2004              |                |
| 21           |                |           |               | \$76,995.00      | 7/9/2004              |                |
| 22           |                |           |               | \$1,373,128.28   | 8/6/2004              |                |
| 23           |                |           |               | \$4,713,281.00   | 9/30/2004             |                |
| 24           |                |           |               | \$841,201.00     | 10/8/2004             | \$4,564,822    |
| 25           |                |           |               | \$1,752,924.00   | 11/12/2004            |                |
| 26           |                |           |               | \$604,026.00     | 11/16/2004            |                |
| 27           |                |           |               | \$3,932,993.27   | 12/30/2004            | \$4,200,702    |
| 28           |                |           |               | \$119,745.00     | 12/30/2004            |                |
| 29           |                |           |               | \$948,552.00     | 1/28/2005             |                |
| 30           |                |           |               | \$1,077,515.00   | 2/9/2005              | \$15,081,736   |
| 31           |                |           |               | \$0.00           |                       | (\$566,966)    |
| 33           |                |           |               | \$1,281,558.00   | 3/8/2005              |                |
| 34           |                |           |               | \$6,084,443.00   | 5/31/2005             |                |
| 35           |                |           |               | \$3,075,139.00   | 7/15/2005             | \$1,277,695    |
| 36           |                |           |               | \$2,701,938.00   | 8/12/2005             |                |
| 37           |                |           |               | \$706,755.00     | 8/19/2005             |                |
| 38           |                |           |               | \$1,526,845.00   | 8/28/2005             |                |
| 39           |                |           |               | \$227,000.00     | 8/29/2005             | \$6,846,822    |
| 40           |                |           |               | \$3,113,040.00   | 9/30/2005             |                |
|              |                |           |               | \$2,599,032.01   | 10/31/2005            |                |

Table B-4  
CONTRACT FUNDING

| Contract Mod | FUNDING        |           |               | Total Cost & Fee | Adequate through date | Contract Value |
|--------------|----------------|-----------|---------------|------------------|-----------------------|----------------|
|              | Estimated Cost | Award Fee | Incentive Fee |                  |                       |                |
| 42           |                |           |               |                  |                       |                |
| 43           |                |           |               | \$1,855,902.00   | 11/30/2005            |                |
| 44           |                |           |               | \$2,543,573.00   | 12/31/2005            |                |
| 45           |                |           |               | \$580,749.00     | 12/31/2005            |                |
| 46           |                |           |               | \$838.00         | 12/31/2005            |                |
| 47           |                |           |               | \$1,837,483.00   | 1/9/2006              |                |
| 48           |                |           |               |                  |                       |                |
| 49           |                |           |               | \$1,259,705.00   | 1/20/2006             | \$15,953,809   |
| 50           |                |           |               |                  |                       |                |
| 51           |                |           |               | \$2,275,490.00   | 2/24/2006             | (\$61,865)     |
| 52           |                |           |               | \$1,462,053.00   | 3/31/2006             |                |
| 53           |                |           |               | \$1,784,268.00   | 5/1/2006              |                |
| 54           |                |           |               | \$10,226,337.00  | 8/11/2006             |                |
| 56           |                |           |               | \$3,895,797.00   | 8/30/2006             | \$15,219,265   |
| 57           |                |           |               | \$3,504,780.00   | 9/11/2006             |                |
| 58           |                |           |               | \$3,013,593.00   | 9/22/2006             |                |
| 59           |                |           |               | \$73,104.00      | 9/22/2006             |                |
| 60           |                |           |               |                  |                       |                |
| 61           |                |           |               | \$3,158,154.00   | 9/28/2006             | \$6,219,674    |
| 62           |                |           |               | \$1,329,315.00   | 9/29/2006             |                |
| 63           |                |           |               | \$4,121,458.00   | 11/17/2006            |                |
| 64           |                |           |               | \$1,970,247.00   | 11/24/2006            |                |
| 65           |                |           |               | \$803,611.00     | 12/1/2006             |                |
| 67           |                |           |               | \$1,082,160.00   | 1/8/2007              | \$32,796,779   |
| 68           |                |           |               | \$10,827,778.00  | 3/30/2007             |                |
| 69           |                |           |               | \$9,284,097.00   | 6/29/2007             |                |
| 70           |                |           |               |                  |                       |                |
| 71           |                |           |               | \$6,679,750.00   | 8/17/2007             | \$14,965,848   |
| 72           |                |           |               | \$4,706,899.00   | 9/3/2007              |                |
| 73           |                |           |               |                  |                       |                |
| 74           |                |           |               |                  |                       |                |
| 75           |                |           |               | \$12,148,359.00  | 9/17/2007             |                |
| 76           |                |           |               | \$1,047,433.00   | 9/17/2007             |                |
| 77           |                |           |               |                  |                       |                |
| 78           |                |           |               | \$1,174,244.00   | 9/24/2007             | \$9,337,508    |
| 79           |                |           |               | \$367,398.00     | 9/28/2007             |                |
| 80           |                |           |               | \$2,309,857.00   | 10/19/2007            |                |
| 82           |                |           |               | \$0.00           |                       |                |
| 83           |                |           |               | \$2,078,036.07   | 10/26/2007            |                |
| 84           |                |           |               | \$733,854.00     | 11/2/2007             |                |
| 85           |                |           |               | \$5,461,470.00   | 1/4/2008              |                |
| 86           |                |           |               | \$2,432,521.00   | 1/18/2008             |                |
| 88           |                |           |               |                  |                       |                |
| 90           |                |           |               | \$5,772,499.00   | 2/22/2008             | \$63,321,600   |
| 91           |                |           |               | \$5,756,533.00   | 4/8/2008              |                |
| Total        |                |           |               | \$170,456.00     | 4/9/2008              |                |
|              |                |           |               | \$183,662,115.00 | 4/9/2008              | \$225,422,309  |

See Totals on Page 13.1

2. The following page changes shall be made to the contract to incorporate the above modification:

Section B: Replace pages 13 and 13.1 with the attached revised pages 13 and 13.1.

3. All other contract terms and conditions remain the same.

*(End of Modification 91)*

**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)

92

See Block 16C

See Schedule

USTDC

6. ISSUED BY

CODE

KSC

7. ADMINISTERED BY (If other than Item 6)

CODE

KSC

NASA/John F. Kennedy Space Center  
Office of Procurement  
MAIL CODE OP  
KENNEDY SPACE CENTER FL 32899

NASA/Kennedy Space Center  
Office of Procurement  
MAIL CODE OP-ES  
ATTN: Andrew S. Dennis  
KENNEDY SPACE CENTER FL 32899

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

ASRC AEROSPACE CORP  
Attn: NONE SPECIFIED  
6303 IVY LN, STE-300  
GREENBELT MD 20770-6302

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.  
NAS1003006

10B. DATED (SEE ITEM 11)

03/01/2003

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 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:

\$11,003,383.02

**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 Limitation of Funds

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.)

1. The purpose of this modification is to add incremental funding to the contract in the net amount of \$11,003,383.02 for a total contract obligation amount of \$194,665,499.74. This funding is considered to be adequate for contract performance through June 10, 2008 per contractor's e-mail dated January 23, 2008.

2. The following page changes shall be made to the contract to incorporate the above modification:

Section B: Replace pages 13 and 13.1 with the attached revised pages 13 and 13.1.

3. All other terms and conditions of the contract remain unchanged.  
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)

Andrew S. Dennis

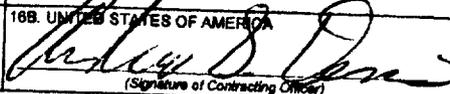
15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)



01/25/2008

7540-01-152-8070

(Signature of Contracting Officer)

Previous edition unusable

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

**B.3 CONTRACT FUNDING (NFS 18-52.232-81) (JUN 1990)**

(a) For purposes of payment of cost and fees in accordance with the Limitation of Funds clause, the total amounts allotted by the Government to this contract, and the period of performance through which it is estimated these funds will cover, are specified in Table B-4.

**Table B-4  
CONTRACT FUNDING**

| Contract Mod | FUNDING        |           |               |                  |                       |                |
|--------------|----------------|-----------|---------------|------------------|-----------------------|----------------|
|              | Estimated Cost | Award Fee | Incentive Fee | Total Cost & Fee | Adequate through date | Contract Value |
| 1            |                |           |               | \$4,334,267.00   | 4/30/2003             | \$4,334,267    |
| 2            |                |           |               | \$2,208,012.00   | 5/30/2003             | \$2,208,012    |
| 4            |                |           |               | \$1,829,276.00   | 7/11/2003             |                |
| 5            |                |           |               | \$1,246,169.00   | 8/4/2003              |                |
| 6            |                |           |               | \$1,813,245.00   | 9/3/2003              | \$8,339,265    |
| 7            |                |           |               | \$3,302,408.00   | 10/17/2003            |                |
| 8            |                |           |               | \$2,203,787.00   | 11/21/2003            | \$2,097,273    |
| 9            |                |           |               | \$130,141.00     | 11/21/2003            |                |
| 10           |                |           |               | \$2,141,294.00   | 1/2/2004              | \$11,453,640   |
| 11           |                |           |               | \$1,583,310.00   | 2/6/2004              |                |
| 12           |                |           |               | \$0.00           |                       |                |
| 13           |                |           |               | \$3,073,269.00   | 4/5/2004              | (\$51,803)     |
| 14           |                |           |               | \$0.00           |                       |                |
| 15           |                |           |               | \$1,375,467.00   | 4/23/2004             | \$4,835,575    |
| 16           |                |           |               | \$1,801,848.00   | 5/27/2004             |                |
| 17           |                |           |               | \$1,721,746.00   | 6/18/2004             |                |
| 18           |                |           |               | \$0.00           |                       |                |
| 19           |                |           |               | \$1,231,987.00   | 7/8/2004              | \$3,048,651    |
| 20           |                |           |               | \$76,995.00      | 7/9/2004              |                |
| 21           |                |           |               | \$1,373,128.28   | 8/6/2004              |                |
| 22           |                |           |               | \$4,713,281.00   | 9/30/2004             |                |
| 23           |                |           |               | \$641,201.00     | 10/8/2004             | \$4,564,822    |
| 24           |                |           |               | \$1,752,924.00   | 11/12/2004            |                |
| 25           |                |           |               | \$804,026.00     | 11/16/2004            |                |
| 26           |                |           |               | \$3,932,993.27   | 12/30/2004            | \$4,200,702    |
| 27           |                |           |               | \$119,745.00     | 12/30/2004            |                |
| 28           |                |           |               | \$948,552.00     | 1/28/2005             |                |
| 29           |                |           |               | \$1,077,515.00   | 2/9/2005              | \$15,081,736   |
| 30           |                |           |               | \$0.00           |                       | (\$566,966)    |
| 31           |                |           |               | \$1,281,558.00   | 3/8/2005              |                |
| 32           |                |           |               | \$6,084,443.00   | 5/31/2005             |                |
| 33           |                |           |               | \$3,075,139.00   | 7/15/2005             | \$1,277,695    |
| 34           |                |           |               | \$2,701,938.00   | 8/12/2005             |                |
| 35           |                |           |               | \$706,755.00     | 8/19/2005             |                |
| 36           |                |           |               | \$1,526,845.00   | 8/28/2005             |                |
| 37           |                |           |               | \$227,000.00     | 8/29/2005             | \$6,846,822    |
| 38           |                |           |               | \$3,113,040.00   | 9/30/2005             |                |
| 39           |                |           |               | \$2,599,032.01   | 10/31/2005            |                |
| 40           |                |           |               |                  |                       |                |

Table B-4  
CONTRACT FUNDING

| Contract Mod | FUNDING        |           |               |                  |                       | Contract Value |
|--------------|----------------|-----------|---------------|------------------|-----------------------|----------------|
|              | Estimated Cost | Award Fee | Incentive Fee | Total Cost & Fee | Adequate through date |                |
| 42           |                |           |               | \$1,855,902.00   | 11/30/2005            |                |
| 43           |                |           |               | \$2,543,573.00   | 12/31/2005            |                |
| 44           |                |           |               | \$580,749.00     | 12/31/2005            |                |
| 45           |                |           |               | \$838.00         | 12/31/2005            |                |
| 46           |                |           |               | \$1,637,463.00   | 1/9/2008              |                |
| 47           |                |           |               |                  |                       |                |
| 48           |                |           |               |                  |                       | \$15,953,809   |
| 49           |                |           |               | \$1,258,705.00   | 1/20/2008             |                |
| 50           |                |           |               |                  |                       | (\$81,865)     |
| 51           |                |           |               | \$2,275,490.00   | 2/24/2008             |                |
| 52           |                |           |               | \$1,462,053.00   | 3/31/2008             |                |
| 53           |                |           |               | \$1,784,268.00   | 5/1/2008              |                |
| 54           |                |           |               | \$10,226,337.00  | 8/11/2008             |                |
| 56           |                |           |               | \$3,895,797.00   | 8/30/2008             | \$15,219,265   |
| 57           |                |           |               | \$3,504,780.00   | 9/11/2008             |                |
| 58           |                |           |               | \$3,013,593.00   | 9/22/2008             |                |
| 59           |                |           |               | \$73,104.00      | 9/22/2008             |                |
| 60           |                |           |               |                  |                       | \$6,218,874    |
| 61           |                |           |               | \$3,158,154.00   | 9/28/2008             |                |
| 62           |                |           |               | \$1,329,315.00   | 9/29/2008             |                |
| 63           |                |           |               | \$4,121,458.00   | 11/17/2008            |                |
| 64           |                |           |               | \$1,970,247.00   | 11/24/2008            |                |
| 65           |                |           |               | \$603,611.00     | 12/1/2008             |                |
| 67           |                |           |               | \$1,062,160.00   | 1/8/2007              | \$32,796,779   |
| 68           |                |           |               | \$10,827,778.00  | 3/30/2007             |                |
| 69           |                |           |               | \$9,284,097.00   | 6/29/2007             |                |
| 70           |                |           |               |                  |                       | \$14,965,848   |
| 71           |                |           |               | \$6,679,750.00   | 8/17/2007             |                |
| 74           |                |           |               | \$4,706,899.00   | 9/3/2007              |                |
| 75           |                |           |               | \$12,148,359.00  | 9/17/2007             |                |
| 76           |                |           |               | \$1,047,433.00   | 9/17/2007             |                |
| 77           |                |           |               |                  |                       | \$9,337,508    |
| 78           |                |           |               | \$1,174,244.00   | 9/24/2007             |                |
| 79           |                |           |               | \$367,398.00     | 9/28/2007             |                |
| 82           |                |           |               | \$2,309,857.00   | 10/19/2007            |                |
| 83           |                |           |               | \$2,078,035.07   | 10/26/2007            |                |
| 84           |                |           |               | \$733,854.00     | 11/2/2007             |                |
| 85           |                |           |               | \$5,461,470.00   | 1/4/2008              |                |
| 86           |                |           |               | \$2,432,521.00   | 1/18/2008             |                |
| 88           |                |           |               |                  |                       | \$63,321,600   |
| 90           |                |           |               | \$5,772,499.00   | 2/22/2008             |                |
| 91           |                |           |               | \$5,756,533.00   | 4/8/2008              |                |
| 92           |                |           |               | \$170,456.00     | 4/9/2008              |                |
| Total        |                |           |               | \$11,003,383.02  | 6/10/2008             |                |
|              |                |           |               | \$194,665,499.74 | 6/10/2008             | \$225,422,309  |

January 25, 2008

OP-ES

Martin J. Cummins  
ASRC Aerospace Corporation  
Mail Code: ASRC-4  
Kennedy Space Center, FL 32899

Subject: Contract NAS10-03006, Contract Modification 92

Enclosed is your executed copy of the subject document. Please acknowledge receipt of this modification on a copy of this letter bearing the Acknowledgement Block and return to my attention at Mail Code OP-ES.

If you have any questions, please call me at (321) 867-1174.

Cordially,

Andrew S. Dennis  
Contracting Officer

**ACKNOWLEDGMENT OF RECEIPT**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

J0093

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

USTDC

6. ISSUED BY

CODE

KSC

7. ADMINISTERED BY (If other than Item 6)

CODE

KSC

NASA/John F. Kennedy Space Center  
Office of Procurement  
MAIL CODE OP  
KENNEDY SPACE CENTER FL 32899

NASA/Kennedy Space Center  
Office of Procurement  
MAIL CODE OP-ES  
ATTN: Andrew S. Dennis  
KENNEDY SPACE CENTER FL 32899

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

ASRC AEROSPACE CORP  
Attn: NONE SPECIFIED  
6303 IVY LN, STE-300  
GREENBELT MD 20770-6302

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS1003006

10B. DATED (SEE ITEM 11)

03/01/2003

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).

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

X 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.)

1. The purpose of this modification is to revise Attachment J-1, Appendix A, Data Requirements List (DRL) 017, Equal Employment Opportunity Report to reflect new submittal requirements.

2. Attachment J-1, Appendix A, DRL 017 is deleted in its entirety and replaced with the attached update.

\*Contract change pages attached.

3. All other terms and conditions remain 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) MARTIN J. CUMMINS

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Andrew S. Dennis

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

15B. UNITED STATES OF AMERICA

15C. DATE SIGNED

NSN 7546-01-152-8077

Previous edition unusable

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

DATA REQUIREMENT

CONTRACT APPLICATION INFORMATION FOR DRL USTDC

Page 1 of 1

A. ITEM NO.  
017

B. LINE ITEM TITLE:

Equal Employment Opportunity Report

| C. OPR. | D. TYPE | E. INSPECT/<br>ACCEPT | F. FREQ.    | G. INITIAL SUB. | H. AS OF DATE |
|---------|---------|-----------------------|-------------|-----------------|---------------|
| AJ      | 3       | 2                     | See Block J | See Block J     | See Block J   |

J. REMARKS:

The Contractor shall provide this report annually no later than September 30<sup>th</sup>.

K. DISTRIBUTION

AJ (1)  
OP-ES (1)  
NE-I2 (1)

| TOTALS |      |
|--------|------|
| NO.    | TYPE |
| 3      | A    |
|        |      |
|        |      |

DATA REQUIREMENT DESCRIPTION

| 1. TITLE   | 2. NUMBER       |
|--|-----------------|
| Equal Employment Opportunity Report  |                 |
| 3. USE   | 4. DATE         |
| This document will be used by Government personnel to assess the contractor's equal employment and affirmative action management of the contract effort. |                 |
| 7. INTERRELATIONSHIP   | 5. ORGANIZATION |
|  | KSC/NE          |
|  | 6. REFERENCES   |
|  |                 |

A. The report shall be completed electronically at the following Web Site: <http://www.eeoc.gov/eeol/survey/index.html>.

B. In addition to submitting the completed report electronically, the contractor shall provide hard copies of their submittal in accordance with Block J and Block K.

**Contract: NAS10-03006, Modification 92**

**INFORMATION CONTAINED IN THIS DOCUMENT SHALL NOT BE  
RELEASED OUTSIDE OF NASA WITHOUT PERMISSION OF THE  
CONTRACTING OFFICER.**

**This is an unofficial copy provided as part of the standard distribution for this document. Copies of modifications, if any, will be provided to the same standard distribution. Recipients are responsible for maintaining the currency of their copies by appropriately filing modifications as they are received. To determine if your copy is current with all modifications, contact the Contracting Officer, or call the KSC Procurement Office at 321-867-3484 and inquire as to which Contracting Office is administering this document. THE OFFICIAL GOVERNMENT COPY OF THIS CONTRACT REPOSES WITH THE CONTRACTING/GRANT OFFICER.**

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1 CONTRACT ID CODE  
PAGE OF PAGES  
1 6

2 AMENDMENT/MODIFICATION NO  
000094

3 EFFECTIVE DATE  
See Block 16C

4 REQUISITION/PURCHASE REQ. NO.  
4200238640

5 PROJECT NO. (If applicable)  
USTDC

6 ISSUED BY  
NASA/John F. Kennedy Space Center  
Office of Procurement  
IL CODE OP  
KENNEDY SPACE CENTER FL 32899

7 ADMINISTERED BY (If other than Item 6)  
NASA/Kennedy Space Center  
Office of Procurement  
MAIL CODE OP-ES  
ATTN: Andrew S. Dennis  
KENNEDY SPACE CENTER FL 32899

CODE KSC

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
ASRC AEROSPACE CORP  
Attn: NONE SPECIFIED  
6303 IVY LN, STE-300  
GREENBELT MD 20770-6302

CODE  
FACILITY CODE

9A AMENDMENT OF SOLICITATION NO.  
(x)

9B DATED (SEE ITEM 11)

10A MODIFICATION OF CONTRACT/ORDER NO.  
x NAS1003006

10B DATED (SEE ITEM 11)  
03/01/2003

**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 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.

is extended.  is not extended.

12 ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

Net Increase: \$8,425,852.00

**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) ORDER NO. IN ITEM 10A THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT

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

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.)

1. The purpose of this modification is to add incremental funding to the contract in the net amount of \$8,425,852.00 for a total contract obligation amount of \$203,091,351.74. This funding is considered to be adequate for contract performance through August 3, 2008 per contractor's e-mail dated February 20, 2008.

2. Additionally, this modification revises the applicable invoice office and payment office for this contract.

A. Clause G.3, SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (MAR 1998), paragraph (b) (1) is hereby modified to show the following office for invoice submittal and payment:

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)  
Andrew S. Dennis

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

15D. UNITED STATES OF AMERICA

15E. (Signature of Contracting Officer)

16C. DATE SIGNED  
2/22/2008

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 NAS1003006/000094

PAGE 2 OF 6

NAME OF OFFEROR OR CONTRACTOR  
 ASRC AEROSPACE CORP

| ITEM NO<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|----------------|--|-----------------|-------------|-------------------|---------------|
|                | <p>Financial Management Division (FMD) Accounts Payable<br/>                     Bldg 1111, Road C<br/>                     Stennis Space Center, MS 39529<br/>                     Email: NSSC-AccountsPayable@nasa.gov<br/>                     Fax: 866-779-6772</p> <p>B. The "fill in" for Clause I.1, LISTING OF CLAUSES INCORPORATED BY REFERENCE; PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (52.232-34) (MAY 1999) is hereby revised to the following:</p> <p>Insert "(designated office - Financial Management Division (FMD) Accounts Payable, Bldg 1111, Road C, Stennis Space Center, MS 39529) no later than concurrent with the first request for payment."</p> <p>3. The following page changes shall be made to the contract to incorporate the above modifications:</p> <p>Section B: Replace pages 13 and 13.1 with the attached revised pages 13 and 13.1.</p> <p>Section G: Replace page 27 with the attached revised page 27.</p> <p>Section I: Replace page 56 with the attached revised page 56.</p> <p>4. All other terms and conditions of the contract remain unchanged.</p> |                 |             |                   |               |

**B.3 CONTRACT FUNDING (NFS 18-52.232-81) (JUN 1990)**

(a) For purposes of payment of cost and fees in accordance with the Limitation of Funds clause, the total amounts allotted by the Government to this contract, and the period of performance through which it is estimated these funds will cover, are specified in Table B-4.

**Table B-4  
CONTRACT FUNDING**

| Contract Mod | FUNDING        |           |               |                  | Adequate through date | Contract Value |
|--------------|----------------|-----------|---------------|------------------|-----------------------|----------------|
|              | Estimated Cost | Award Fee | Incentive Fee | Total Cost & Fee |                       |                |
| 1            |                |           |               | \$4,334,267.00   | 4/30/2003             | \$4,334,267    |
| 2            |                |           |               | \$2,208,012.00   | 5/30/2003             | \$2,208,012    |
| 4            |                |           |               | \$1,629,276.00   | 7/11/2003             |                |
| 5            |                |           |               | \$1,246,169.00   | 8/4/2003              |                |
| 6            |                |           |               | \$1,813,245.00   | 9/3/2003              | \$8,339,265    |
| 7            |                |           |               | \$3,302,408.00   | 10/17/2003            |                |
| 8            |                |           |               | \$2,203,787.00   | 11/21/2003            | \$2,097,273    |
| 9            |                |           |               | \$130,141.00     | 11/21/2003            |                |
| 10           |                |           |               | \$2,141,294.00   | 1/2/2004              | \$11,453,640   |
| 11           |                |           |               | \$1,583,310.00   | 2/8/2004              |                |
| 12           |                |           |               | \$0.00           |                       | (\$51,803)     |
| 13           |                |           |               | \$3,073,269.00   | 4/5/2004              |                |
| 14           |                |           |               | \$0.00           |                       | \$4,835,575    |
| 15           |                |           |               | \$1,375,467.00   | 4/23/2004             |                |
| 16           |                |           |               | \$1,801,848.00   | 5/27/2004             |                |
| 17           |                |           |               | \$1,721,746.00   | 6/18/2004             |                |
| 18           |                |           |               | \$0.00           |                       | \$3,048,851    |
| 19           |                |           |               | \$1,231,987.00   | 7/8/2004              |                |
| 20           |                |           |               | \$76,995.00      | 7/9/2004              |                |
| 21           |                |           |               | \$1,373,128.28   | 8/6/2004              |                |
| 22           |                |           |               | \$4,713,281.00   | 9/30/2004             |                |
| 23           |                |           |               | \$641,201.00     | 10/8/2004             | \$4,564,822    |
| 24           |                |           |               | \$1,752,924.00   | 11/12/2004            |                |
| 25           |                |           |               | \$604,026.00     | 11/16/2004            |                |
| 26           |                |           |               | \$3,932,993.27   | 12/30/2004            | \$4,200,702    |
| 27           |                |           |               | \$119,745.00     | 12/30/2004            |                |
| 28           |                |           |               | \$948,552.00     | 1/28/2005             |                |
| 29           |                |           |               | \$1,077,515.00   | 2/9/2005              | \$15,081,736   |
| 30           |                |           |               | \$0.00           |                       | (\$566,966)    |
| 31           |                |           |               | \$1,281,558.00   | 3/8/2005              |                |
| 33           |                |           |               | \$6,084,443.00   | 5/31/2005             |                |
| 34           |                |           |               | \$3,075,139.00   | 7/15/2005             | \$1,277,695    |
| 35           |                |           |               | \$2,701,938.00   | 8/12/2005             |                |
| 36           |                |           |               | \$706,755.00     | 8/19/2005             |                |
| 37           |                |           |               | \$1,526,845.00   | 8/28/2005             |                |
| 38           |                |           |               | \$227,000.00     | 8/29/2005             | \$6,846,822    |
| 39           |                |           |               | \$3,113,040.00   | 9/30/2005             |                |
| 40           |                |           |               | \$2,599,032.01   | 10/31/2005            |                |

Table B-4  
CONTRACT FUNDING

| Contract Mod | FUNDING        |           |               |                  |                       | Contract Value |
|--------------|----------------|-----------|---------------|------------------|-----------------------|----------------|
|              | Estimated Cost | Award Fee | Incentive Fee | Total Cost & Fee | Adequate through date |                |
| 42           |                |           |               | \$1,855,902.00   | 11/30/2005            |                |
| 43           |                |           |               | \$2,543,573.00   | 12/31/2005            |                |
| 44           |                |           |               | \$580,749.00     | 12/31/2005            |                |
| 45           |                |           |               | \$838.00         | 12/31/2005            |                |
| 46           |                |           |               | \$1,637,463.00   | 1/9/2006              |                |
| 47           |                |           |               |                  |                       |                |
| 48           |                |           |               | \$1,259,705.00   | 1/20/2006             | \$15,953,809   |
| 49           |                |           |               |                  |                       |                |
| 50           |                |           |               |                  |                       | (\$61,865)     |
| 51           |                |           |               | \$2,275,490.00   | 2/24/2006             |                |
| 52           |                |           |               | \$1,462,053.00   | 3/31/2006             |                |
| 53           |                |           |               | \$1,784,268.00   | 5/1/2006              |                |
| 54           |                |           |               | \$10,226,337.00  | 8/11/2006             |                |
| 56           |                |           |               | \$3,895,797.00   | 8/30/2006             | \$15,219,265   |
| 57           |                |           |               | \$3,504,780.00   | 9/11/2006             |                |
| 58           |                |           |               | \$3,013,593.00   | 9/22/2006             |                |
| 59           |                |           |               | \$73,104.00      | 9/22/2006             |                |
| 60           |                |           |               |                  |                       | \$6,219,674    |
| 61           |                |           |               | \$3,158,154.00   | 9/28/2006             |                |
| 62           |                |           |               | \$1,329,315.00   | 9/29/2006             |                |
| 63           |                |           |               | \$4,121,458.00   | 11/17/2006            |                |
| 64           |                |           |               | \$1,970,247.00   | 11/24/2006            |                |
| 65           |                |           |               | \$603,611.00     | 12/1/2006             |                |
| 67           |                |           |               | \$1,062,160.00   | 1/8/2007              | \$32,796,779   |
| 68           |                |           |               | \$10,827,778.00  | 3/30/2007             |                |
| 69           |                |           |               | \$9,284,097.00   | 6/29/2007             |                |
| 70           |                |           |               |                  |                       | \$14,965,848   |
| 71           |                |           |               | \$6,679,750.00   | 8/17/2007             |                |
| 74           |                |           |               | \$4,706,899.00   | 9/3/2007              |                |
| 75           |                |           |               | \$12,148,359.00  | 9/17/2007             |                |
| 76           |                |           |               | \$1,047,433.00   | 9/17/2007             |                |
| 77           |                |           |               |                  |                       | \$9,337,508    |
| 78           |                |           |               | \$1,174,244.00   | 9/24/2007             |                |
| 79           |                |           |               | \$367,398.00     | 9/28/2007             |                |
| 82           |                |           |               | \$2,309,857.00   | 10/19/2007            |                |
| 83           |                |           |               | \$2,078,035.07   | 10/26/2007            |                |
| 84           |                |           |               | \$733,854.00     | 11/2/2007             |                |
| 85           |                |           |               | \$5,461,470.00   | 1/4/2008              |                |
| 86           |                |           |               | \$2,432,521.00   | 1/18/2008             |                |
| 88           |                |           |               |                  |                       | \$63,321,600   |
| 90           |                |           |               | \$5,772,499.00   | 2/22/2008             |                |
| 91           |                |           |               | \$5,756,533.00   | 4/8/2008              |                |
| 92           |                |           |               | \$170,456.00     | 4/9/2008              |                |
| 94           |                |           |               | \$11,003,383.02  | 6/10/2008             |                |
| Total        |                |           |               | \$8,425,852.00   | 8/3/2008              |                |
|              |                |           |               | \$203,091,351.74 | 8/3/2008              | \$225,422,309  |

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at Article B.2, Table B-1. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 80% or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

### **G.3 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:

Financial Management Division (FMD) – Accounts Payable  
Bldg 1111, Road C  
Stennis Space Center, MS 39529  
Email: [NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov), Fax: 866-779-6772

(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 directed by the Contracting Officer.

|   |          |  |
|---|----------|--|
| 52.223-6  | MAY 2001 | DRUG-FREE WORKPLACE  |
| 52.223-10   | AUG 2000 | WASTE REDUCTION PROGRAM  |
| 52.223-11   | MAY 2001 | OZONE-DEPLETING SUBSTANCES   |
| 52.223-12   | MAY 1995 | REFRIGERATION EQUIPMENT AND AIR<br>CONDITIONERS  |
| 52.223-14   | OCT 2000 | TOXIC CHEMICAL RELEASE REPORTING   |
| 52.225-1  | MAY 2002 | BUY AMERICAN ACT—SUPPLIES  |
| 52.225-8  | FEB 2000 | DUTY-FREE ENTRY  |
| 52.225-13   | JUL 2000 | RESTRICTIONS ON CERTAIN FOREIGN<br>PURCHASES   |
| 52.227-1  | JUL 1995 | AUTHORIZATION AND CONSENT  |
| 52.227-2  | AUG 1996 | NOTICE AND ASSISTANCE REGARDING<br>PATENT AND COPYRIGHT INFRINGEMENT   |
| 52.227-11   | JUN 1997 | PATENT RIGHTS—RETENTION BY THE<br>CONTRACTOR (SHORT FORM)—as modified by<br>NASA FAR SUPPLEMENT 1852.227-11.                               |
| 52.227-14   | JUN 1987 | RIGHTS IN DATA—GENERAL ALTERNATE II (JUN<br>1987) ALTERNATE III (JUN 1987) AS MODIFIED<br>BY 1852.227-14 NASA FAR SUPPLEMENT (OCT<br>1995) |
| 52.227-16   | JUN 1987 | ADDITIONAL DATA REQUIREMENTS   |
| 52.228-7  | MAR 1996 | INSURANCE—LIABILITY TO THIRD PERSONS   |
| 52.232-9  | APR 1984 | LIMITATION ON WITHHOLDING OF PAYMENTS  |
| 52.232-17   | JUN 1996 | INTEREST   |
| 52.232-18   | APR 1984 | AVAILABILITY OF FUNDS  |
| 52.232-22   | APR 1984 | LIMITATION OF FUNDS  |
| 52.232-23   | JAN 1986 | ASSIGNMENT OF CLAIMS   |
| 52.232-25   | FEB 2002 | PROMPT PAYMENT (ALTERNATE I) (FEB 2002)  |
| 52.232-34   | MAY 1999 | PAYMENT BY ELECTRONIC FUNDS TRANSFER-<br>-OTHER THAN CENTRAL CONTRACTOR<br>REGISTRATION  |
| <p>Insert (“designated office- Financial Management Division (FMD) –<br/>Accounts Payable, Bldg 1111, Road C, Stennis Space Center, MS 39529)<br/>no later than concurrent with the first request for payment”<br/>in Paragraph (b)(1).</p> |          |  |
| 52.233-1  | JUL 2002 | DISPUTES (ALTERNATE I) (DEC 1991)  |
| 52.233-3  | AUG 1996 | PROTEST AFTER AWARD (ALTERNATE I) (JUN<br>1985)  |
| 52.237-2  | APR 1984 | PROTECTION OF GOVERNMENT BUILDINGS,<br>EQUIPMENT, AND VEGETATION   |
| 52.237-3  | JAN 1991 | CONTINUITY OF SERVICES   |
| 52.239-1  | AUG 1996 | PRIVACY OR SECURITY SAFEGUARDS   |
| 52.242-1  | APR 1984 | NOTICE OF INTENT TO DISALLOW COSTS   |
| 52.242-3  | MAY 2001 | PENALTIES FOR UNALLOWABLE COSTS  |
| 52.242-4  | JAN 1997 | CERTIFICATION OF FINAL INDIRECT COSTS  |
| 52.242-13   | JUL 1995 | BANKRUPTCY   |

**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)

000095

See Block 16C

See Schedule

USTDC

6. ISSUED BY

CODE

KSC

7. ADMINISTERED BY (If other than Item 6)

CODE

KSC

SA/John F. Kennedy Space Center  
Office of Procurement  
MAIL CODE OP  
KENNEDY SPACE CENTER FL 32899

NASA/Kennedy Space Center  
Office of Procurement  
MAIL CODE OP-ES  
ATTN: Andrew S. Dennis  
KENNEDY SPACE CENTER FL 32899

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

ASRC AEROSPACE CORP  
Attn: NONE SPECIFIED  
6303 IVY LN, STE-300  
GREENBELT MD 20770-6302

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS1003006

10B. DATED (SEE ITEM 11)

03/01/2003

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 6 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:

\$4,847,173.01

**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 Limitation of Funds

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.)

1. The purpose of this modification is to add incremental funding to the contract in the net amount of \$4,847,173.01 for a total contract obligation amount of \$207,938,524.75. This funding is considered to be adequate for contract performance through August 31, 2008 per contractor's e-mail dated March 25, 2008.

2. The following page changes shall be made to the contract to incorporate the above modification:

Section B: Replace pages 13 and 13.1 with the attached revised pages 13, 13.1, and 13.2.

3. All other terms and conditions of the contract remain unchanged.

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)

Andrew S. Dennis

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070  
Previous edition unusable

3/26/08  
STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NAS1003006/000095

PAGE

OF

2

2

NAME OF OFFEROR OR CONTRACTOR

ASRC AEROSPACE CORP

| EM NO.<br>(A) | SUPPLIES/SERVICES<br>(B) | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|---------------|--------------------------|-----------------|-------------|-------------------|---------------|
|               |                          |                 |             |                   |               |

**B.3 CONTRACT FUNDING (NFS 18-52.232-81) (JUN 1990)**

(a) For purposes of payment of cost and fees in accordance with the Limitation of Funds clause, the total amounts allotted by the Government to this contract, and the period of performance through which it is estimated these funds will cover, are specified in Table B-4.

**Table B-4  
CONTRACT FUNDING**

| Contract Mod | FUNDING        |           |               |                  |                       | Contract Value |
|--------------|----------------|-----------|---------------|------------------|-----------------------|----------------|
|              | Estimated Cost | Award Fee | Incentive Fee | Total Cost & Fee | Adequate through date |                |
| 1            |                |           |               |                  |                       |                |
| 2            |                |           |               | \$4,334,267.00   | 4/30/2003             | \$4,334,267    |
| 4            |                |           |               | \$2,208,012.00   | 5/30/2003             | \$2,208,012    |
| 5            |                |           |               | \$1,629,276.00   | 7/11/2003             |                |
| 6            |                |           |               | \$1,246,169.00   | 8/4/2003              |                |
| 7            |                |           |               | \$1,813,245.00   | 9/3/2003              | \$8,339,265    |
| 8            |                |           |               | \$3,302,408.00   | 10/17/2003            |                |
| 9            |                |           |               | \$2,203,787.00   | 11/21/2003            | \$2,097,273    |
| 10           |                |           |               | \$130,141.00     | 11/21/2003            |                |
| 11           |                |           |               | \$2,141,294.00   | 1/2/2004              | \$11,453,640   |
| 12           |                |           |               | \$1,583,310.00   | 2/6/2004              |                |
| 13           |                |           |               | \$0.00           |                       | (\$51,803)     |
| 14           |                |           |               | \$3,073,269.00   | 4/5/2004              |                |
| 15           |                |           |               | \$0.00           |                       | \$4,835,575    |
| 16           |                |           |               | \$1,375,467.00   | 4/23/2004             |                |
| 17           |                |           |               | \$1,801,848.00   | 5/27/2004             |                |
| 18           |                |           |               | \$1,721,746.00   | 6/18/2004             |                |
| 19           |                |           |               | \$0.00           |                       | \$3,048,651    |
| 20           |                |           |               | \$1,231,987.00   | 7/8/2004              |                |
| 21           |                |           |               | \$76,995.00      | 7/9/2004              |                |
| 22           |                |           |               | \$1,373,128.28   | 8/8/2004              |                |
| 23           |                |           |               | \$4,713,281.00   | 9/30/2004             |                |
| 24           |                |           |               | \$841,201.00     | 10/8/2004             | \$4,564,822    |
| 25           |                |           |               | \$1,752,924.00   | 11/12/2004            |                |
| 26           |                |           |               | \$804,026.00     | 11/16/2004            |                |
| 27           |                |           |               | \$3,932,993.27   | 12/30/2004            | \$4,200,702    |
| 28           |                |           |               | \$119,745.00     | 12/30/2004            |                |
| 29           |                |           |               | \$948,552.00     | 1/28/2005             |                |
| 30           |                |           |               | \$1,077,515.00   | 2/9/2005              | \$15,081,736   |
| 31           |                |           |               | \$0.00           |                       | (\$566,966)    |
| 33           |                |           |               | \$1,281,558.00   | 3/8/2005              |                |
| 34           |                |           |               | \$6,084,443.00   | 5/31/2005             |                |
| 35           |                |           |               | \$3,075,139.00   | 7/15/2005             | \$1,277,695    |
| 36           |                |           |               | \$2,701,938.00   | 8/12/2005             |                |
| 37           |                |           |               | \$706,755.00     | 8/19/2005             |                |
| 38           |                |           |               | \$1,526,845.00   | 8/28/2005             |                |
| 39           |                |           |               | \$227,000.00     | 8/29/2005             | \$6,846,822    |
| 40           |                |           |               | \$3,113,040.00   | 9/30/2005             |                |
|              |                |           |               | \$2,599,032.01   | 10/31/2005            |                |

Table B-4  
CONTRACT FUNDING

| Contract Mod | FUNDING        |           |               |                  |                       | Contract Value |
|--------------|----------------|-----------|---------------|------------------|-----------------------|----------------|
|              | Estimated Cost | Award Fee | Incentive Fee | Total Cost & Fee | Adequate through date |                |
| 42           |                |           |               | \$1,855,902.00   | 11/30/2005            |                |
| 43           |                |           |               | \$2,543,573.00   | 12/31/2005            |                |
| 44           |                |           |               | \$580,749.00     | 12/31/2005            |                |
| 45           |                |           |               | \$838.00         | 12/31/2005            |                |
| 46           |                |           |               | \$1,637,463.00   | 1/9/2006              |                |
| 47           |                |           |               |                  |                       | \$15,953,809   |
| 48           |                |           |               | \$1,259,705.00   | 1/20/2006             |                |
| 49           |                |           |               |                  |                       | (\$61,865)     |
| 50           |                |           |               | \$2,275,490.00   | 2/24/2006             |                |
| 51           |                |           |               | \$1,462,053.00   | 3/31/2006             |                |
| 52           |                |           |               | \$1,784,268.00   | 5/1/2006              |                |
| 53           |                |           |               | \$10,226,337.00  | 8/11/2006             |                |
| 54           |                |           |               | \$3,895,797.00   | 8/30/2006             | \$15,219,265   |
| 56           |                |           |               | \$3,504,780.00   | 9/11/2006             |                |
| 57           |                |           |               | \$3,013,593.00   | 9/22/2006             |                |
| 58           |                |           |               | \$73,104.00      | 9/22/2006             |                |
| 59           |                |           |               |                  |                       | \$6,219,674    |
| 60           |                |           |               | \$3,158,154.00   | 9/28/2006             |                |
| 61           |                |           |               | \$1,329,315.00   | 9/29/2006             |                |
| 62           |                |           |               | \$4,121,458.00   | 11/17/2006            |                |
| 63           |                |           |               | \$1,970,247.00   | 11/24/2006            |                |
| 64           |                |           |               | \$603,611.00     | 12/1/2006             |                |
| 65           |                |           |               | \$1,062,160.00   | 1/8/2007              | \$32,796,779   |
| 67           |                |           |               | \$10,827,778.00  | 3/30/2007             |                |
| 68           |                |           |               | \$9,284,097.00   | 6/29/2007             |                |
| 69           |                |           |               |                  |                       | \$14,965,848   |
| 70           |                |           |               | \$6,679,750.00   | 8/17/2007             |                |
| 71           |                |           |               | \$4,706,899.00   | 9/3/2007              |                |
| 74           |                |           |               | \$12,148,359.00  | 9/17/2007             |                |
| 75           |                |           |               | \$1,047,433.00   | 9/17/2007             |                |
| 76           |                |           |               |                  |                       | \$9,337,508    |
| 77           |                |           |               | \$1,174,244.00   | 9/24/2007             |                |
| 78           |                |           |               | \$367,398.00     | 9/28/2007             |                |
| 79           |                |           |               | \$2,309,857.00   | 10/19/2007            |                |
| 82           |                |           |               | \$2,078,035.07   | 10/26/2007            |                |
| 83           |                |           |               | \$733,854.00     | 11/2/2007             |                |
| 84           |                |           |               | \$5,481,470.00   | 1/4/2008              |                |
| 85           |                |           |               | \$2,432,521.00   | 1/18/2008             |                |
| 86           |                |           |               |                  |                       | \$63,321,600   |
| 88           |                |           |               | \$5,772,499.00   | 2/22/2008             |                |

**Table B-4  
CONTRACT FUNDING**

| Contract Mod | FUNDING                 |                       |                     |                         |                       | Contract Value       |
|--------------|-------------------------|-----------------------|---------------------|-------------------------|-----------------------|----------------------|
|              | Estimated Cost          | Award Fee             | Incentive Fee       | Total Cost & Fee        | Adequate through date |                      |
| 90           | \$5,468,561.00          | \$287,972.00          |                     | \$5,756,533.00          | 4/8/2008              |                      |
| 91           | \$160,808.00            | \$9,648.00            |                     | \$170,456.00            | 4/9/2008              |                      |
| 92           | \$10,603,385.02         | \$399,998.00          |                     | \$11,003,383.02         | 6/10/2008             |                      |
| 94           | \$8,158,056.00          | \$267,796.00          |                     | \$8,425,852.00          | 8/3/2008              |                      |
| 95           | \$4,594,652.01          | \$252,521.00          |                     | \$4,847,173.01          | 8/31/2008             |                      |
| <b>Total</b> | <b>\$198,124,654.75</b> | <b>\$9,470,574.00</b> | <b>\$343,295.00</b> | <b>\$207,938,524.75</b> | <b>8/31/2008</b>      | <b>\$225,422,309</b> |

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 5

2. AMENDMENT/MODIFICATION NO.

000096

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

USTDC

6. ISSUED BY

CODE

KSC

7. ADMINISTERED BY (If other than Item 6)

CODE

KSC

NASA/John F. Kennedy Space Center  
Office of Procurement  
MAIL CODE OP  
KENNEDY SPACE CENTER FL 32899

NASA/Kennedy Space Center  
Office of Procurement  
MAIL CODE OP-ES  
ATTN: Andrew S. Dennis  
KENNEDY SPACE CENTER FL 32899

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

ASRC AEROSPACE CORP  
Attn: NONE SPECIFIED  
6303 IVY LN, STE-300  
GREENBELT MD 20770-6302

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
NAS1003006

10B. DATED (SEE ITEM 11)

03/01/2003

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).

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

X Rights in Data - General (FAR 52.227-14) Alt. I and II

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.)

1. The purpose of this modification is to grant permission to ASRC Aerospace Corporation to publish, release to others and assert copyright in the software program entitled Monte Carlo Simulation to Estimate the Likelihood of Direct Lightning Strikes. ASRC Aerospace has requested, under paragraph (d) (3) of the "Rights in Data General - Alternate II and Alternate III" clause (FAR clause 52.227-14 (Jun 1987), as modified by NASA FAR Supplement clause 1852.227-14 (Oct 1995)) of this NASA Contract NAS10-03006, permission to assert copyright in the computer software identified above that was first produced in the performance of NASA Contract NAS10-03006. The Government agrees to grant ASRC Aerospace permission to publish, release to others and assert copyright. This permission grant is only for the software identified above, and more specifically, only to the extent first produced in performance of this contract. Accordingly, the following clause is hereby 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)  
MARTIN J. Cummins DIRECTOR, BUSINESS MANAGEMENT

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

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

15C. DATE SIGNED  
4/4/08

16B. UNDER STATES OF AMERICA  
*(Signature of Contracting Officer)*

16C. DATE SIGNED  
4/7/08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NAS1003006/000096

PAGE 2 OF 5

NAME OF OFFEROR OR CONTRACTOR  
ASRC AEROSPACE CORP

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | <p>added to the contract schedule:</p> <p>H25. PERMISSION TO ASSERT COPYRIGHT IN SOFTWARE</p> <p>ASRC Aerospace Corporation (hereinafter CONTRACTOR) has requested, under paragraph (d) (3) of the "Rights in Data General, Alternate II and Alternate III" clause (FAR clause 52.227-14 (Jun 1987), as modified by NASA FAR Supplement clause 1852.227-14 (Oct 1995)) of this NASA Contract NAS10-03006 (hereinafter CONTRACT), permission to publish, release to others and assert copyright in the computer software identified as Monte Carlo Simulation to Estimate the Likelihood of Direct Lightning Strikes (hereinafter SOFTWARE).</p> <p>SOFTWARE DESCRIPTION:</p> <p>Monte Carlo Simulation to Estimate the Likelihood of Direct Lightning Strikes:<br/>Monte Carlo Simulation to Estimate the Likelihood of Direct Lightning Strikes is a software tool used in the design of lightning protection systems. It is designed to quantify the likelihood of a direct lightning strike to general structures in an open field. This allows for a risk mitigation analysis to be conducted.</p> <p>For purposes of further defining rights in the SOFTWARE, the SOFTWARE includes source codes, object codes, executables, ancillary files, screen displays, and documentation first produced in performance of the CONTRACT. SOFTWARE does not include any software and/or methodology developed by the CONTRACTOR or others outside of the CONTRACT.</p> <p>The Contracting Officer hereby grants the CONTRACTOR permission to publish, release to others and assert copyright in the SOFTWARE, as authorized by FAR Clause 52.227-14, as modified by NASA FAR Supplement Clause 18.52.227-14, subject to the following conditions:</p> <p>(a) The permission granted in this clause is subject to any rights in third parties under agreements executed by NASA prior to the effective date of this modification.</p> <p>Continued ...</p> |                 |             |                   |               |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 NAS1003006/000096

PAGE OF  
 3 5

NAME OF OFFEROR OR CONTRACTOR  
 ASRC AEROSPACE CORP

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)  | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
|                 | <p>(b) The foregoing permission does not affect in any way the applicability of the United States (U.S.) export control laws and regulations on any use and release of such SOFTWARE which the CONTRACTOR may contemplate under this permission.</p> <p>(c) The permission granted in this clause in no way grants or conveys to the CONTRACTOR any license or right under any other NASA patent, copyright, technology, or other intellectual property.</p> <p>(d) The U.S. Government and others acting on its behalf retain a paid up nonexclusive, irrevocable worldwide license to reproduce, prepare derivative works, perform publicly and display publicly by or on behalf of the U.S. Government all SOFTWARE. Such license includes, but is not limited to, use by NASA contractors, grantees and others working under agreements with the U.S. Government.</p> <p>(e) The CONTRACTOR shall use its best efforts to commercially market and distribute the SOFTWARE, including supporting and updating services, in accordance with its commercialization plan dated March 12, 2008 previously submitted to NASA. The CONTRACTOR shall, to the extent permitted by law or U.S. Government regulations, make the SOFTWARE available to the public on reasonable terms.</p> <p>(f) If the CONTRACTOR determines to assert copyright protection for the SOFTWARE, the Contractor shall affix the copyright notice of 17 U.S.C. 401 to the SOFTWARE when it is delivered to the U.S. Government, released or furnished to third parties, or deposited for registration as a published work in the U.S. Copyright Office. Furthermore, the CONTRACTOR shall include the following citation in all SOFTWARE delivered to the U.S. Government, published or deposited for registration as a published work in the U.S. Copyright Office: "(name of software and version) was developed under NASA Contract NAS10-03006 and the U.S. Government retains certain rights. If necessary, the shortened citation "The U.S. Government retains certain rights in this software" may be used. This citation requirement includes literature, Internet web-servers, and promotional materials. Continued ...</p> |                 |             |                   |               |

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NAS1003006/000096

PAGE OF  
5 5

NAME OF OFFEROR OR CONTRACTOR  
ASRC AEROSPACE CORP

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|----------------------------|-----------------|-------------|-------------------|---------------|
|                 | contract remain unchanged. |                 |             |                   |               |

**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)

000097

See Block 16C

USTDC

6. ISSUED BY

CODE

KSC

CODE

KSC

NASA/John F. Kennedy Space Center  
Office of Procurement  
MAIL CODE OP  
KENNEDY SPACE CENTER FL 32899

NASA/Kennedy Space Center  
Office of Procurement  
MAIL CODE OP-ES  
ATTN: Andrew S. Dennis  
KENNEDY SPACE CENTER FL 32899

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

ASRC AEROSPACE CORP  
Attn: NONE SPECIFIED  
6303 IVY LN, STE-300  
GREENBELT MD 20770-6302

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.  
NAS1003006

10B. DATED (SEE ITEM 11)

03/01/2003

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 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:  
Key Personnel and Facilities (1852.235-71) (Mar 1989)

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.)

The purpose of this modification is to revise Clause H.5, Key Personnel and Facilities, to reflect NASA Contracting Officer written consent with proposed changes in key personnel. Accordingly:

1. Clause H.5, Key Personnel and Facilities (NASA 1852.235-71) (MAR 1989), Paragraph c is revised as follows:

(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.

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)

DIRECTOR BUSINESS MANAGEMENT

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

Andrew S. Dennis

15B. CONTRACTOR OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

FORM 7540-01-152-8070  
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 NAS1003006/000097

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
 ASRC AEROSPACE CORP

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | John R. Lyon, Program Manager<br>Dr. Pedro Medelius, Deputy Program Manager<br>Dr. Pedro Medelius, USTDC Chief Technologist<br>(Acting)<br>Martin Cummins, Director, Business Management<br>Jarl Gustafson, Director, SH&MA<br><br>2. Contract change page 36 is attached.<br><br>3. All other terms and conditions of the<br>contract remain unchanged. |                 |             |                   |               |

Modification 97

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.

**John R. Lyon, Program Manager**  
**Dr. Pedro Medelius, Deputy Program Manager**  
**Dr. Pedro Medelius, USTDC Chief Technologist (Acting)**  
**Martin Cummins, Director, Business Management**  
**Jarl Gustafson, Director, SH&MA**

**H.6 PENSION PORTABILITY (NASA 1852.237-71)(JAN 1997)**

(a) In order for pension costs attributable to employees assigned to this contract to be allowable costs under this contract, the plans covering such employees must:

- (1) Comply with all applicable Government laws and regulations;
- (2) Be a defined contribution plan, or a multiparty defined benefit plan operated under a collective bargaining agreement. In either case, the plan must be portable, i.e., the plan follows the employee, not the employer;
- (3) Provide for 100 percent employee vesting at the earlier of one year of continuous employee service or contract termination; and
- (4) Not be modified, terminated, or a new plan adopted without the prior written approval of the cognizant NASA Contracting Officer.

(b) The Contractor shall include paragraph (a) of this clause in subcontracts for continuing services under a service contract if:

- (1) The prime contract requires pension portability;
- (2) The subcontracted labor dollars (excluding any burdens or profit/fee) exceed \$2,500,000 and ten percent of the total prime contract labor dollars (excluding any burdens or profit/fee); and
- (3) Either of the following conditions exists:

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES 1 / 1  
 4. REQUISITION/PURCHASE REQ. NO. See Schedule  
 5. PROJECT NO. (If applicable) USTDC  
 7. ADMINISTERED BY (If other than item 6) CODE KSC  
 NASA/Kennedy Space Center  
 Office of Procurement  
 MAIL CODE OP-ES  
 ATTN: Andrew S. Dennis  
 KENNEDY SPACE CENTER FL 32899

2. AMENDMENT/MODIFICATION NO. 000098  
 3. EFFECTIVE DATE See Block 16C  
 6. ISSUED BY CODE KSC  
 NASA/John F. Kennedy Space Center  
 Office of Procurement  
 MAIL CODE OP  
 KENNEDY SPACE CENTER FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 ASRC AEROSPACE CORP  
 Attn: NONE SPECIFIED  
 6303 IVY LN, STE-300  
 GREENBELT MD 20770-6302  
 CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_

9A. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_  
 9B. DATED (SEE ITEM 11) \_\_\_\_\_  
 X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1003006  
 10B. DATED (SEE ITEM 11) 03/01/2003

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 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.  
 is extended.  is not extended.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 See Schedule Net Increase: \$5,437,630.09

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).  
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Limitation of Funds  
 D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 1. The purpose of this modification is to add incremental funding to the contract in the net amount of \$5,437,630.09 for a total contract obligation amount of \$213,376,154.84. This funding is considered to be adequate for contract performance through September 5, 2008 per contractor's e-mail dated April 21, 2008.  
 2. The following page changes shall be made to the contract to incorporate the above modification:  
 Section B: Replace pages 13, 13.1, and 13.2 with the attached revised pages.  
 3. All other terms and conditions of the contract remain 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) \_\_\_\_\_  
 15B. CONTRACTOR/OFFEROR \_\_\_\_\_  
 15C. DATE SIGNED \_\_\_\_\_  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Andrew S. Dennis  
 16B. UNITED STATES OF AMERICA  
 16C. DATE SIGNED 4/22/08  
 (Signature of person authorized to sign) \_\_\_\_\_  
 (Signature of Contracting Officer) \_\_\_\_\_

Table B-4  
CONTRACT FUNDING

| Contract Mod | FUNDING        |           |               |                  |                       | Contract Value |
|--------------|----------------|-----------|---------------|------------------|-----------------------|----------------|
|              | Estimated Cost | Award Fee | Incentive Fee | Total Cost & Fee | Adequate through date |                |
| 42           |                |           |               |                  |                       |                |
| 43           |                |           |               | \$1,855,902.00   | 11/30/2005            |                |
| 44           |                |           |               | \$2,543,573.00   | 12/31/2005            |                |
| 45           |                |           |               | \$580,749.00     | 12/31/2005            |                |
| 46           |                |           |               | \$838.00         | 12/31/2005            |                |
| 47           |                |           |               | \$1,637,463.00   | 1/9/2006              |                |
| 48           |                |           |               |                  |                       |                |
| 49           |                |           |               | \$1,259,705.00   | 1/20/2006             | \$15,953,809   |
| 50           |                |           |               |                  |                       |                |
| 51           |                |           |               | \$2,275,490.00   | 2/24/2006             | (\$81,865)     |
| 52           |                |           |               | \$1,462,053.00   | 3/31/2006             |                |
| 53           |                |           |               | \$1,784,268.00   | 5/1/2006              |                |
| 54           |                |           |               | \$10,226,337.00  | 8/11/2006             |                |
| 56           |                |           |               | \$3,895,797.00   | 8/30/2006             | \$15,219,265   |
| 57           |                |           |               | \$3,504,780.00   | 9/11/2006             |                |
| 58           |                |           |               | \$3,013,593.00   | 9/22/2006             |                |
| 59           |                |           |               | \$73,104.00      | 9/22/2006             |                |
| 60           |                |           |               |                  |                       |                |
| 61           |                |           |               | \$3,158,154.00   | 9/28/2006             | \$6,219,674    |
| 62           |                |           |               | \$1,329,315.00   | 9/29/2006             |                |
| 63           |                |           |               | \$4,121,458.00   | 11/17/2006            |                |
| 64           |                |           |               | \$1,970,247.00   | 11/24/2006            |                |
| 65           |                |           |               | \$603,611.00     | 12/1/2006             |                |
| 67           |                |           |               | \$1,062,160.00   | 1/8/2007              | \$32,796,779   |
| 68           |                |           |               | \$10,827,778.00  | 3/30/2007             |                |
| 69           |                |           |               | \$9,284,097.00   | 6/29/2007             |                |
| 70           |                |           |               |                  |                       |                |
| 71           |                |           |               | \$6,679,750.00   | 8/17/2007             | \$14,965,848   |
| 74           |                |           |               | \$4,706,899.00   | 9/3/2007              |                |
| 75           |                |           |               | \$12,148,359.00  | 9/17/2007             |                |
| 76           |                |           |               | \$1,047,433.00   | 9/17/2007             |                |
| 77           |                |           |               |                  |                       |                |
| 78           |                |           |               | \$1,174,244.00   | 9/24/2007             | \$9,337,508    |
| 79           |                |           |               | \$367,398.00     | 9/28/2007             |                |
| 82           |                |           |               | \$2,309,857.00   | 10/19/2007            |                |
| 83           |                |           |               | \$2,078,035.07   | 10/26/2007            |                |
| 84           |                |           |               | \$733,854.00     | 11/2/2007             |                |
| 85           |                |           |               | \$5,461,470.00   | 1/4/2008              |                |
| 86           |                |           |               | \$2,432,521.00   | 1/18/2008             |                |
| 88           |                |           |               |                  |                       |                |
|              |                |           |               | \$5,772,499.00   | 2/22/2008             | \$63,321,600   |

**B.3 CONTRACT FUNDING (NFS 18-52.232-81) (JUN 1990)**

(a) For purposes of payment of cost and fees in accordance with the Limitation of Funds clause, the total amounts allotted by the Government to this contract, and the period of performance through which it is estimated these funds will cover, are specified in Table B-4.

**Table B-4  
CONTRACT FUNDING**

| Contract Mod | FUNDING        |           |               |                  |                       | Contract Value |
|--------------|----------------|-----------|---------------|------------------|-----------------------|----------------|
|              | Estimated Cost | Award Fee | Incentive Fee | Total Cost & Fee | Adequate through date |                |
| 1            |                |           |               |                  |                       |                |
| 2            |                |           |               | \$4,334,267.00   | 4/30/2003             | \$4,334,267    |
| 4            |                |           |               | \$2,208,012.00   | 5/30/2003             | \$2,208,012    |
| 5            |                |           |               | \$1,629,276.00   | 7/11/2003             |                |
| 6            |                |           |               | \$1,246,169.00   | 8/4/2003              |                |
| 7            |                |           |               | \$1,813,245.00   | 9/3/2003              | \$8,339,265    |
| 8            |                |           |               | \$3,302,408.00   | 10/17/2003            |                |
| 9            |                |           |               | \$2,203,787.00   | 11/21/2003            | \$2,097,273    |
| 10           |                |           |               | \$130,141.00     | 11/21/2003            |                |
| 11           |                |           |               | \$2,141,294.00   | 1/2/2004              | \$11,453,640   |
| 12           |                |           |               | \$1,583,310.00   | 2/6/2004              |                |
| 13           |                |           |               | \$0.00           |                       | (\$51,803)     |
| 14           |                |           |               | \$3,073,269.00   | 4/5/2004              |                |
| 15           |                |           |               | \$0.00           |                       | \$4,835,575    |
| 16           |                |           |               | \$1,375,467.00   | 4/23/2004             |                |
| 17           |                |           |               | \$1,801,848.00   | 5/27/2004             |                |
| 18           |                |           |               | \$1,721,746.00   | 6/18/2004             |                |
| 19           |                |           |               | \$0.00           |                       | \$3,048,651    |
| 20           |                |           |               | \$1,231,987.00   | 7/8/2004              |                |
| 21           |                |           |               | \$76,995.00      | 7/9/2004              |                |
| 22           |                |           |               | \$1,373,128.28   | 8/6/2004              |                |
| 23           |                |           |               | \$4,713,281.00   | 9/30/2004             |                |
| 24           |                |           |               | \$641,201.00     | 10/8/2004             | \$4,564,822    |
| 25           |                |           |               | \$1,752,924.00   | 11/12/2004            |                |
| 26           |                |           |               | \$604,026.00     | 11/16/2004            |                |
| 27           |                |           |               | \$3,932,993.27   | 12/30/2004            | \$4,200,702    |
| 28           |                |           |               | \$119,745.00     | 12/30/2004            |                |
| 29           |                |           |               | \$948,552.00     | 1/28/2005             |                |
| 30           |                |           |               | \$1,077,515.00   | 2/9/2005              | \$15,081,736   |
| 31           |                |           |               | \$0.00           |                       | (\$566,966)    |
| 33           |                |           |               | \$1,281,558.00   | 3/8/2005              |                |
| 34           |                |           |               | \$6,084,443.00   | 5/31/2005             |                |
| 35           |                |           |               | \$3,075,139.00   | 7/15/2005             | \$1,277,695    |
| 36           |                |           |               | \$2,701,938.00   | 8/12/2005             |                |
| 37           |                |           |               | \$706,755.00     | 8/19/2005             |                |
| 38           |                |           |               | \$1,526,845.00   | 8/28/2005             |                |
| 39           |                |           |               | \$227,000.00     | 8/29/2005             | \$6,846,822    |
| 40           |                |           |               | \$3,113,040.00   | 9/30/2005             |                |
|              |                |           |               | \$2,599,032.01   | 10/31/2005            |                |

**Table B-4  
CONTRACT FUNDING**

| Contract Mod | FUNDING        |           |               |                         | Adequate through date | Contract Value       |
|--------------|----------------|-----------|---------------|-------------------------|-----------------------|----------------------|
|              | Estimated Cost | Award Fee | Incentive Fee | Total Cost & Fee        |                       |                      |
| 90           |                |           |               | \$5,756,533.00          | 4/8/2008              |                      |
| 91           |                |           |               | \$170,456.00            | - 4/9/2008            |                      |
| 92           |                |           |               | \$11,003,383.02         | 6/10/2008             |                      |
| 94           |                |           |               | \$8,425,852.00          | 8/3/2008              |                      |
| 95           |                |           |               | \$4,847,173.01          | 8/31/2008             |                      |
| 98           |                |           |               | \$5,437,630.09          | 9/5/2008              |                      |
| <b>Total</b> |                |           |               | <b>\$213,376,154.84</b> | <b>9/5/2008</b>       | <b>\$225,422,309</b> |