

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

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

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

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

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

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

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

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Gloria E. Spivack, President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Craig Burridge Contracting Officer
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED 12/21/2008
16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1	2
2. AMENDMENT/MOD NO. 2	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. 4200285245		5. PROJECT NO	
NASA-Johnson Space Center Attn: Judy Ross, Mail Code BG 2101 NASA Pkwy Houston, TX 77058-3696		7. ADMINISTERED BY NASA-Johnson Space Center, Attn: Judy Ross/BG 2101 NASA Pkwy Houston, TX 77058-3696			
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Space Exploration Technologies Attn: Gwynne Shotwell 1 Rocket Road Hawthorne, CA 90250-6844		(9)	9A. AMENDMENT OF SOLICITATION NO		
			9B. DATED (SEE ITEM 11)		
		(10)	10A. MOD. OF CONTRACT/ORDER No NNJ09GA04B		
CODE	FACILITY CODE	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers (IS OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (if required)					
PR# 4200285245 6100.2200 72 2200 871056.08.05.02.01 FC000000 72ON111 72					
FXCY22002D Financial Management					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) NFS 1852.232-77 Limitation of Funds (Fixed - Price Contract) (Mar 1989)					
IMPORTANT: Contractor (is or is not) required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
See Page 2.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER			
		Judy F. Ross, Contracting Officer			
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)		Judy F. Ross (Signature Of Contracting Officer)		24 Mar 2009	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-103		STANDARD FORM 30 (REV 10-83) ES Prescribed by GSA FPMR (41 CFR)	

The purpose of this modification is to:

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

II.A. ADDENDUM TO FAR 52.212-4

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

II.A.1 ON-RAMP

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

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

(End of clause)

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

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

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

(c) Reserved.

(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)

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

(3) Reserved.

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

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

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

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

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

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
		NNJ09GA04B		1 3	
2. AMENDMENT/MOD NO. 3		3. EFFECTIVE DATE 20 Apr 2009		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO.		7. ADMINISTERED BY		CODE	
NASA-Johnson Space Center Attn: Judy Ross, Mail Code BG 2101 NASA Pkwy Houston, TX 77058-3696		NASA-Johnson Space Center, Attn: Judy Ross/BG 2101 NASA Pkwy Houston, TX 77058-3696			
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code)		(9)		9A. AMENDMENT OF SOLICITATION NO	
Space Exploration Technologies Attn: Gwynne Shotwell 1 Rocket Road Hawthorne, CA 90250-6844		<input type="checkbox"/>		9B. DATED (SEE ITEM 11)	
CODE		(10)		10A. MOD. OF CONTRACT/ORDER No NNJ09GA04B	
FACILITY CODE		<input checked="" type="checkbox"/>		10B. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers (IS OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (if required)					
Financial Management					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
<input checked="" type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)					
IMPORTANT: Contractor IS required to sign this document and return 2 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
See Page 2.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER			
Steven J. Scott, Director Mission Mgt		Judy F. Ross, Contracting Officer			
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
SESSA (Signature of person authorized to sign)		4-17-09		Judy F. Ross (Signature Of Contracting Officer) 20 Apr 2009	
<small>NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE</small>					
<small>30-108</small>					
<small>STANDARD FORM 30 (REV 10-93) ES Prescribed by GSA FPMR (41 CFR)</small>					

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

1. Change block 1, Requisition No., of Standard Form (SF) 1449, Solicitation/Contract Order for Commercial Items

FROM: (blank)

TO: 4200278694

2. Change block 3, Award/Effective Date, of SF 1449

FROM: (blank)

TO: 12/23/2008

3. Change block 18a, Payment Will Be Made By, of SF 1449

FROM: NASA-Johnson Space Center
Financial Management Division/LF
2101 NASA Parkway
Houston, TX 77058

TO: NASA Shared Services Center
FMD Accounts Payable
Bldg. 111, C Road
Stennis Space Center, MS 39529

4. Change block 25, Accounting and Appropriation Data, of SF 1449

FROM: (blank)

TO: PR# 4200278694; (b) (4)

5. Change contract header text

FROM: RFP NNJ08ZBG00R Volume 1 _ Offer

TO: NNJ09GA04B

6. Delete "11/10/2008" from footer textbox

7. Change Clause I.A.2; **PERIOD COVERED BY PROCUREMENT:**

FROM: The total period of performance for this effort is January 1, 2009 through December 31, 2015.

TO: The total period of performance for this effort is December 23, 2008 through December 31, 2015.

8. Delete Clause II.A.19A, **OPTIONAL MISSION SUCCESS DETERMINATION, INVESTIGATION, AND CORRECTIVE ACTIONS** – N/A because it does not apply to this contract.
9. Change Clause II.A.28, **OMBUDSMAN – ALTERNATE I (NFS 1852.215-84) JUN 2000** (Page 43)

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES	
					1	2
2. AMENDMENT/MOD NO. <div style="text-align: center;">4</div>		3. EFFECTIVE DATE <div style="text-align: center;">21 Apr 2009</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">4200291372</div>		5. PROJECT NO
NASA-Johnson Space Center Attn: Judy Ross, Mail Code BG 2101 NASA Pkwy Houston, TX 77058-3696		7. ADMINISTERED BY NASA-Johnson Space Center, Attn: Judy Ross/BG 2101 NASA Pkwy Houston, TX 77058-3696				
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Space Exploration Technologies Attn: Steven Scott 1 Rocket Road Hawthorne, CA 90250-6844				(9) 9A. AMENDMENT OF SOLICITATION NO		
				(9B) DATED (SEE ITEM 11)		
				(10) 10A. MOD. OF CONTRACT/ORDER No NNJ09GA04B		
CODE		FACILITY CODE		<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers (IS OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (if required)						
PR# 4200291372; (b) (4) Financial Management						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
<input checked="" type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) NFS 1852.232-77 Limitation of Funds (Fixed - Price Contract) (Mar 1989)						
IMPORTANT: Contractor (is or is not) required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
See Page 2.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER Judy F. Ross, Contracting Officer			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)			16B. UNITED STATES OF AMERICA Judy F. Ross (Signature Of Contracting Officer)		16C. DATE SIGNED 21 Apr 2009	

The purpose of this modification is to:

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

2 Model Contract: Contract Terms and Conditions

Table of Contents

1	Standard Form 1449	ii
2	Model Contract: Contract Terms and Conditions	1
I.A.	Addendum to Standard Form 1449	5
I.A.1	Schedule of Supplies and/or Services to be Provided.....	5
I.A.2	Period Covered by Procurement	5
I.A.3	Indefinite Delivery Indefinite Quantity (IDIQ), Firm Fixed Price Contract	5
I.A.4	Contract Line Items (CLINs).....	5
	The parties agree that the pricing and respective "Tier Range (kg)" apply to sub-CLIN's 0001 AA-AD, in CLIN 0001, regardless of the technical solution. The parties also agree that the pricing and respective mission capacity in sub-CLINs 0001 AE apply regardless of the technical solution.	5
	CLIN 0001 Standard Resupply Service.....	5
2.1.1.1	Sub-CLIN 0001AA Pressurized Upmass.....	6
2.1.1.2	Sub-CLIN 0001AB Unpressurized Upmass	7
2.1.1.3	Sub-CLIN 0001AC Return Cargo Downmass (pressurized).....	7
2.1.1.4	Sub-CLIN 0001AD(i) Disposal Cargo Downmass (pressurized)	8
2.1.1.5	Sub-CLIN 0001AD(ii) Disposal Cargo Downmass (unpressurized).....	8
2.1.1.6	Sub-CLIN 0001AE Mission Configuration Prices	9
2.1.2	CLIN 0002 Non-Standard Services	10
2.1.3	CLIN 0003 Special Task Assignments and Studies	11
II.	Contract Terms and Conditions—Commercial Items (FAR 52.212-4) (Oct 2008).....	12
II.A.	Addendum to FAR 52.212-4.....	17
II.A.1	On-Ramp	17
II.A.2	NFS 1852.232-77 Limitation of Funds (Fixed-Price Contract) (Mar 1989)	17
II.A.3	Security for Resupply Service Payment Financing	19
3.1	Requirements for payment (applicable to all CLINs).....	19
3.2	Security (applicable to CLIN 0001).....	19
3.3	Insurance (applicable to CLIN 0001).	19
II.A.4	Licenses, Permits, and Other Authorizations for a Launch or Reentry Service Operator 20	
II.A.5	Task Ordering Procedures.....	20
5.1	Requirements for Competition.....	20
5.2	Types of Task Orders.....	20
5.3	Task Ordering Information Applicable to Resupply Service Task Orders and Special Task Assignment Task Orders	20
5.4	Unique Instructions For Resupply Service Task Orders.....	22
II.A.6	Resupply Mission Payments, Milestone Events and Completion Criteria	22
	Table II.A.6-1B: Mission Payment Schedule (Post-ISS Integration).....	23
II.A.7	Ordering (FAR 52.216-18) (Oct 1995).....	24
II.A.8	Order Limitations (FAR 52.216-19) (Oct 1995).....	24
II.A.9	Indefinite Quantity (FAR 52.216-22) (Oct 1995).....	25
II.A.10	Changes—Fixed Price (Deviation) (FAR 52.243-1) (Aug 1987) Alternate II	26

II.A.11	Inspection of Services—Fixed Price (FAR 52.246-4) (Aug 1996)	26
II.A.12	Preservation, Packing, Packaging, and Marking for Documentation	27
II.A.13	FAR 52.246-11 Higher Level Contract Quality Requirement (Feb 1999)	28
II.A.14	Personal Identity Verification of Contractor Personnel (FAR 52.204-9) (Sep 2007)	28
II.A.15	Place of Performance	28
II.A.16	Export Licenses (NFS 1852.225-70) (Feb 2000)	28
II.A.17	NASA Resupply Readiness Assessment	29
II.A.18	NASA Insight and Approval	29
II.A.19	Mission Success Determination, Investigation, and Corrective Actions	31
19.1	Mission Success Criteria	31
19.2	Mission Success Determination	31
19.3	Procedures	32
19.4	Final Payment for Final Mission Success Determination	32
19.5	Investigation and Corrective Action	32
19.6	Acceptance	33
II.A.20	Adjustments to Mission Schedule	33
	Table II.A.20-1: Cargo Delivery Windows	33
II.A.21	Safety and Health (NFS 1852.223-70) (Apr 2002)	34
II.A.22	Cross-Waiver of Liability for Space Station Activities (NFS 1852.228-76) (Dec 1994) (Deviation)	36
II.A.23	Small Disadvantaged Business (SDB) Participation – Contract Targets	39
II.A.24	Minimum Requirements	40
II.A.25	Small Business Subcontracting Goals (JSC 52.219-90) (Oct 2006)	40
II.A.26	Liability for Government Property Furnished for Repair or Other Services (Deviation) (September 2007) (NFS 1852.245-72)	41
II.A.27	Contracting Officer Technical Representative Delegation	42
II.A.28	Clauses Incorporated by Reference (FAR 52.252-2) (Feb 1998)	42
	Federal Acquisition Regulation (48 CFR Chapter 1)	42
	NASA FAR Supplement (48 CFR Chapter 18) Clauses	42
II.A.29	Use of Government Property, Facilities and Assets	43
II.A.30	Rights in Data—General (FAR 52.227-14) (Dec 2007)	43
II.A.31	Key Personnel And Facilities (NFS 1852.235-71) (March 1989)	48
	(Page Intentionally Left Blank)	50
	(Page Intentionally Left Blank)	51
III.	Contract Terms and Conditions Required to Implement Statutes or Executive Orders—	
	Commercial Items (FAR 52.212-5) (OCT 2008)	52
V.	Attachments	57
Attachment V.A.	Statement of Work	58
Attachment V.B.	Data Requirements List (DRL)	77
	Table V.B-1 DRDs Required near RFP Response	78
	Table V.B-2 Recurring DRDs	78
	Table V.B-3 DRDs Required Near VBR	79
	Table V.B-4 DRDs Required Near MIR	79
	Table V.B-5 DRDs Required Near CIR	79
	Table V.B-6 DRDs Required Near Launch	80

C1-2: Mishap Notification, Investigation and Contingency Action Plan	82
C1-4: Configuration Management Plan	86
C1-5: Export Control Plan	87
C1-7: Mission Integration and Operations Management Plan (MIOMP)	89
C1-8: Work Plan	91
C1-10: Safety Data Package	93
C2-1: Formal Review Documentation	94
C2-2: Integrated Schedules	95
C3-1: Vehicle Interface Definition Document (IDD)	96
C3-2: External Cargo Interface Control Agreement	97
C3-3: Launch Vehicle Flight Software Input for IV&V	98
C3-4: Launch Vehicle Guidance, Navigation and Controls (GN&C) Input for IV&V	99
C3-5: Launch Vehicle Key Systems Qualification Data	100
C4-1: Engineering Computer-Aided Design (CAD) Models	101
C4-2: Initial Mission Resource Allocation Document (MRAD #1)	103
C4-3: Imagery and Associated Cataloging	105
C4-4: Internal Cargo Interface Control Agreement	108
C5-1: Initial Flight Products	109
C5-2: Integrated Cargo Phase III Hazard Report	110
C6-1: Final Mission Resource Allocation Document (MRAD #2)	111
C6-2: Final Flight Products	113
C6-3: Delta Integrated Cargo Hazard Report	114
C7-1: Preliminary Post Flight Assessment	115
C7-2: Final Post Flight Assessment	116
Attachment V.D. Small Business and Small Disadvantaged Business Subcontracting Plan..	117
Attachment V.E. Safety and Health Plan	118
Attachment V.F. Standard Resupply Service – Standard External Cargo Complement	128
Attachment V.G. Personal Identity Verification (PIV) of Contractor Personnel	129
Alternative for Applicants who do not have a Completed and Adjudicated NAC at the Time of Entrance on Duty	132
Attachment V.H. Acronyms and Abbreviations	133
Technology Readiness Level Definitions	138
Attachment V.I. Glossary	139
Attachment V.J. Non-Standard Services	140
1. Coupled Loads Analysis Independent Verification and Validation (CLA IV&V)	140
2. Thermal Modeling IV&V	140
3. Electromagnetic Environment IV&V	140
4. Flight Design IV&V	141
5. Type I Manufacturing Process Audit	142
6. Type II Manufacturing Site Visit and Process Audit	142
7. Flight Hardware Operations and Integrated Test Processes Audit	143
8. Ishikawa Fishbone	143
9. Launch Service Complex Review	144
Attachment V.K. Government-Supplied Hardware	145
Attachment V.L. Applicable and Reference Documents	146
Attachment V.M. Special Task Assignments & Studies SubCLIN Schedule for CLIN 000...	147

4.1	Deviations	148
4.2	Exceptions.....	148
4.3	Conditional Assumptions.....	148
4.3.1	TDRSS/NISN costs.....	148
4.3.2	Full data rate support	148

II.A. ADDENDUM TO FAR 52.212-4

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

II.A.1 ON-RAMP

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

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

(End of clause)

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

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

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

(c) Reserved.

(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)

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

(3) Reserved.

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

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

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

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

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

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

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

[illegible]

4 Deviations, Exceptions and Conditional Assumptions

4.1 Deviations

None

4.2 Exceptions

None

4.3 Conditional Assumptions

4.3.1 TDRSS/NISN costs

(b) (4)

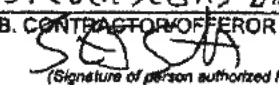
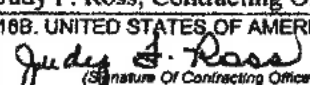
4.3.2 Full data rate support

(b) (4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES	
					1	2
2. AMENDMENT/MOD NO. <div style="text-align: center;">5</div>		3. EFFECTIVE DATE see block 16c		4. REQUISITION/PURCHASE REQ. NO. 4200293483		5. PROJECT NO
NASA-Johnson Space Center Attn: Judy Ross, Mail Code BG 2101 NASA Pkwy Houston, TX 77058-3696		7. ADMINISTERED BY NASA-Johnson Space Center, Attn: Judy Ross/BG 2101 NASA Pkwy Houston, TX 77058-3696				
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Space Exploration Technologies Attn: Gwynne Shotwell 1 Rocket Road Hawthorne, CA 90250-6844				(9) 9A. AMENDMENT OF SOLICITATION NO		
				(9B) DATED (SEE ITEM 11)		
				(10) 10A. MOD. OF CONTRACT/ORDER No NNJ09GA04B		
CODE		FACILITY CODE		<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<p>The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers (IS OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (if required)						
PR 4200293483 (b) (4) Financial Management						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) NFS 1852.232-77 Limitation of Funds (Fixed - Price Contract) (Mar 1989)						
IMPORTANT: Contractor (is or is not) required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
See Page 2.						
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER		
				Judy F. Ross, Contracting Officer		
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED		
(Signature of person authorized to sign)		Judy F. Ross (Signature Of Contracting Officer)		5 May 2009		

The purpose of this modification is to:

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES	
					1	2
2. AMENDMENT/MOD NO. <div style="text-align: center;">6</div>		3. EFFECTIVE DATE <div style="text-align: center;">See Block 16C</div>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.
NASA-Johnson Space Center Attn: Judy Ross, Mail Code: BG 2101 NASA Pkwy Houston, TX 77058		NASA-Johnson Space Center, Attn: Judy Ross, BG 2101 NASA Pkwy Houston, TX 77058		7. ADMINISTERED BY		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Space Exploration Technologies Attn: Steven Scott 1 Rocket Road Hawthorne, CA 90250-6844				(9)		9A. AMENDMENT OF SOLICITATION NO
						9B. DATED (SEE ITEM 11)
				(10)		10A. MOD. OF CONTRACT/ORDER No NNJ09GA04B
CODE		FACILITY CODE		<input checked="" type="checkbox"/>		10B. DATED (SEE ITEM 13)
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers (IS OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (if required)						
Financial Management						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) Clause II.A.10, Changes - Fixed Price (Deviation) (FAR 52.243-1) (Aug 1987)						
IMPORTANT: Contractor IS required to sign this document and return 2 copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
See Page 2						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print) Steven Scott, Director of Mission Management				16A. NAME AND TITLE OF CONTRACTING OFFICER Judy P. Ross, Contracting Officer		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		5-27-91		16B. UNITED STATES OF AMERICA  (Signature Of Contracting Officer)		16C. DATE SIGNED 21 May 2009

The purpose of this modification is to:

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

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

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

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

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

DATA REQUIREMENT DESCRIPTION

Number: C1-5


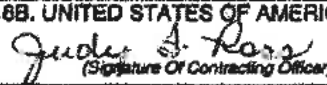
C1-5: EXPORT CONTROL PLANDESCRIPTION/PURPOSE:

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

DATA REQUIREMENTS:

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE NNJ09GA04B		PAGE OF PAGES 1 2	
2. AMENDMENT/MOD NO. 7		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO
6. ISSUED BY NASA-Johnson Space Center Attn: Judy Ross, Mail Code: BG 2101 NASA Pkwy Houston, TX 77058		7. ADMINISTERED BY NASA-Johnson Space Center, Attn: Judy Ross, BG 2101 NASA Pkwy Houston, TX 77058		CODE		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and ZIP Code) Space Exploration Technologies Attn: Steven Scott 1 Rocket Road Hawthorne, CA 90250-6844				(9)		9A. AMENDMENT OF SOLICITATION NO
						9B. DATED (SEE ITEM 11)
				(10)		10A. MOD. OF CONTRACT/ORDER No NNJ09GA04B
CODE		FACILITY CODE		<input checked="" type="checkbox"/>		10B. DATED (SEE ITEM 13)
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<p>The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers (IS OR IS NOT) extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (if required)						
Financial Management						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) Mutual Agreement of Parties						
IMPORTANT: Contractor IS required to sign this document and return 2 copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
See Page 2						
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print) Steven Scott, Director of Mission Management				16A. NAME AND TITLE OF CONTRACTING OFFICER Judy F. Ross, Contracting Officer		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 6-17-09		16B. UNITED STATES OF AMERICA  (Signature Of Contracting Officer)		16C. DATE SIGNED 18 Jun 2009
<small>NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE</small> <small>STANDARD FORM 30 (REV. 10-83) ES Prescribed by GSA FPMR (41 CFR) 101-11.6</small>						

The purpose of this modification is to:

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 8		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200314500	
5. PROJECT NO. (if applicable)		6. ISSUED BY CODE JSC		7. ADMINISTERED BY (if other than Item 6) CODE JSC	
NASA/Johnson Space Center Attn: Judy Ross/EO 2101 NASA Parkway Houston TX 77058-3696		NASA/Johnson Space Center Attn: Judy Ross/EO 2101 NASA Parkway Houston TX 77058-3696			
8. NAME AND ADDRESS OF CONTRACTOR (Name, address, county, State and ZIP Code) SIRCOX 1 ROCKET RD HAWTHORNE CA 90250		9A. AMENDMENT OF SOLICITATION NO. (X) _____ 9B. DATED (SEE ITEM 11) _____ 10A. MODIFICATION OF CONTRACT/ORDER NO. X 4200314500 10B. DATED (SEE ITEM 12) 02/26/2009			
CODE 3EVL2		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 10, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) PR # 4200314500		Net Increase: (b) (4)			
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. 4200314500. 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 Clause 11.A.7, WFO 1052.202-77 Limitation of Funds (Fixed Price Contract) (May 1995)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See page 2.					

Except as provided herein, all terms and conditions of the document referenced in Item 1A or 10A, as heretofore changed, remains unchanged and as full force and effect.

15A. NAME AND TITLE OF OWNER (Type or print) 15B. CONTRACTOR/OFFEROR		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Judy F. Ross	
15C. DATE SIGNED		15D. UNITED STATES OF AMERICA <i>Judy F. Ross</i> (Signature of Contracting Officer)	
15E. DATE SIGNED		15F. DATE SIGNED 10/05/2009	

The purpose of this modification is to:

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

II.A. ADDENDUM TO FAR 52.212-4

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

II.A.1 ON-RAMP

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

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

(End of clause)

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

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

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

(c) Reserved.

(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)

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

(3) Reserved.

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

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

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

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

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

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 000009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200316081	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: Judy Ross/BG 2101 NASA Parkway Houston TX 77058-3696	CODE JSC	7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Judy Ross/BG 2101 NASA Parkway Houston TX 77058-3696	CODE JSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACEEX 1 ROCKET RD HAWTHORNE CA 90250		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B 10B. DATED (SEE ITEM 13) DEC 23 2008	
CODE 5BVL8	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:

(b) (4)

PR # 4200316081

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.105(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause II.A.2, SPS 1850.232-77 Limitation of Funds (Fixed & Price Contract) (Mar 1957)

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ 0 copies to the issuing office.

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

See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		15D. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Judy F. Ross		15E. UNITED STATES OF AMERICA <i>Judy F. Ross</i> (Signature of Contracting Officer)		15F. DATE SIGNED 9 Oct. 2009	
(Signature of person authorized to sign)									

The purpose of this modification is to:

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

II.A. ADDENDUM TO FAR 52.212-4

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

II.A.1 ON-RAMP

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

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

(End of clause)

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

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

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

(c) Reserved.

(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)

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

(3) Reserved.

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

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

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

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

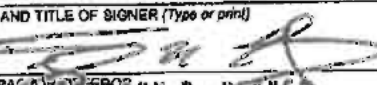

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable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

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 000010	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY NASA/Johnson Space Center Attn: Judy Ross/BG 2101 NASA Parkway Houston TX 77058-3696	CODE JSC	7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Judy Ross/BG 2101 NASA Parkway Houston TX 77058-3696	CODE JSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACEX 1 ROCKET RD HAWTHORNE CA 90250		9A. AMENDMENT OF SOLICITATION NO. (x)	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B	
		10B. DATED (SEE ITEM 13) DEC 23 2009	
CODE 3BVL8	FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers 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 16, 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)			
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 1.108(d)(3), Application of FAR changes to solicitations and contracts		
	D. OTHER (Specify type of modification and authority)		
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF source headings, including solicitation/contract subject matter where feasible) See Page 2			

Except as provided herein, all terms and conditions of the document referenced in Item 15, or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  TIMOTHY D. HINES	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Judy P. Ross
15B. CONTRACT ORDER NO. NNJ 75-01-152-8070	15C. DATE SIGNED 11.6.09
15D. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	15E. DATE SIGNED 4 Nov 2009
STANDARD FORM 30 (REV 10-83) Prescribed by GSA FAR (48 CFR) 53.213	

Employment Eligibility Verification

1. The purpose of this modification is to modify the contract terms and conditions to include 52.222-54, Employment Eligibility Verification in accordance with Executive Order 12989. As a result of this change clause 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items is hereby replaced in its entirety.
2. As a result of the changes mentioned above; Pages 52-56 of the modified Conformed Contract NNJ09GA04B are hereby attached as pages 3-7 of this modification. All other changes to the conformed contract are as a result of changes in the formatting or page numbering. An electronic copy of the new conformed contract is provided as an enclosure to this modification.
3. All other terms and conditions remain unchanged and in full force and effect.

III. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (FAR 52.212-5) (SEP 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).

___ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (7) [Reserved]

___ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

X (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

X (11)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

X (iii) Alternate II (Oct 2001) of 52.219-9.

___ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

X (13) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

X (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (16) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

___ (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).

X (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

X (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

___ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

___ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

___ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1303.)

___ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA—Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259h).

___ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (31) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (32)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (34) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (39) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (40) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(n)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to

appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (c) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

(END OF SECTION)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO 000011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200320080	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: Judy Ross/BG 2101 NASA Parkway Houston TX 77058-3696	CODE JSC	7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Judy Ross/BG 2101 NASA Parkway Houston TX 77058-3696	CODE JSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACEX 1 ROCKET RD HAWTHORNE CA 90250		(X) 9A. AMENDMENT OF SOLICITATION NO 9B. DATED (SEE ITEM 11) X 10A. MODIFICATION OF CONTRACT/ORDER NO NNJ09GA04B 10B. DATED (SEE ITEM 13) DEC 23 2008	
CODE 3BVL8	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:

(b) (4)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D. OTHER (Specify type of modification and authority) Clause II.A.2, HFS 1852.732-77, Limitation of Funds (Fixed Price Contract) (Mar 1995).

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ 0 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Judy F. Ross
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	10B. UNITED STATES OF AMERICA Judy F. Ross (Signature of Contracting Officer)
15D. DATE SIGNED	16C. DATE SIGNED 11/23/2009

NSN 7540-01-152-8070
Previous edition unusable

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

The purpose of this modification is to:

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

II.A. ADDENDUM TO FAR 52.212-4

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

II.A.1 ON-RAMP

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

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

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

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

(End of clause)

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

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

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

(c) Reserved.

(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)

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

(3) Reserved.

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

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

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

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

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

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 000012	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200322923	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: Judy Ross/BG 2101 NASA Parkway Houston TX 77058-3696	CODE JSC	7. ADMINISTERED BY (If other than item 6) NASA/Johnson Space Center Attn: Judy Ross/BG 2101 NASA Parkway Houston TX 77058-3696	CODE JSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACEX 1 ROCKET RD HAWTHORNE CA 90250		(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B 10B. DATED (SEE ITEM 13) DEC 23 2008	
CODE 3BVL8	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

Net Increase:

(b) (4)

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


CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause II.A.2, RFQ 1852-232-77, Limitation of Funds (Fixed Price Contract) (Mar 1989)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 _____ copies to the issuing office.

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

See Page 2

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lauren N. Johnson	
15C. DATE SIGNED		15B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 12/17/09

NSN 7540-01-152-6070
Previous edition unusable

STANDARD FORM 33 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 13.243

The purpose of this modification is to:

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

II.A. ADDENDUM TO FAR 52.212-4

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

II.A.1 ON-RAMP

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

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

(End of clause)

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

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

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

(c) Reserved.

(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)

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

(3) Reserved.

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

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

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

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

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

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 000013	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200324825	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: Judy Ross/BG 2101 NASA Parkway Houston TX 77058-3696	CODE JSC	7. ADMINISTERED BY (if other than Item 6) NASA/Johnson Space Center Attn: Judy Ross/BG 2101 NASA Parkway Houston TX 77058-3696	CODE JSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACEX 1 ROCKET RD HAWTHORNE CA 90250		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B 10B. DATED (SEE ITEM 13) 02/26/2009	
CODE 3BVL8	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:

(b) (4)

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	D. OTHER (Specify type of modification and authority) Clause 11.A.2, NFS 1852.032-77, Limitation of Funds (Fixed Price Contract) (Mar 1989)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 _____ copies to the issuing office

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

See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lauren N. Johnson
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	15B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	15C. DATE SIGNED 01/07/2010

The purpose of this modification is to:

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

II.A. ADDENDUM TO FAR 52.212-4

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

II.A.1 ON-RAMP

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

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

(End of clause)

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

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

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

(c) Reserved.

(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)

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

(3) Reserved.

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

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

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

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

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

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000014		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. ISSUED BY NASA/Johnson Space Center Attn: BG / Lauren M. Johnson 2101 NASA Parkway Houston TX 77058-3696		CODE JSC		7. ADMINISTERED BY (if other than item 6) NASA/Johnson Space Center Attn: BG / Lauren M. Johnson 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, State and ZIP Code) SPACEX 1 ROCKET RD HAWTHORNE, CA 90250		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
CODE 3BVL8		FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B	
				10B. DATED (SEE ITEM 13) DEC 23 2009	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is unmodified as set forth in Item 15. The hour and date specified for receipt of Offers. <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) 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 Mutual Agreement of the Parties					
14. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.					
15. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract and other matter where feasible.)					

See Page 2

Exempt as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as hereinafter changed, amended, unamended and in all force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Julie Tien / Contracts Officer		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lauren M. Johnson	
15B. CONTRACT/ORDER NO. [Signature]		15C. DATE SIGNED 28 JAN 10	
15D. UNITED STATES OF AMERICA [Signature]		15E. DATE SIGNED 1/29/10	

USN 7510-01-162-0070
Prescribed contract number

STANDARD FORM 33 (REV. 10-83)
Prescribed by GSA
FPMR (41 CFR) 101-11.6

Attachment V.M., Special Task Assignments and Studies

1. The purpose of this modification is to update Attachment V.M, Special Task Assignments and Studies Sub-CLIN Schedule for CLIN 0003 to reflect the special studies task orders issued to date.
2. As a result of the change mentioned above, Page 143 of the modified conformed contract NNJ09GA04B is hereby attached as page 3 of this modification.
3. All other terms and conditions remain unchanged and in full force and effect.

This Sub-CLIN Schedule provides contract details for task orders issued under CLIN 0003.

(b) (4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000015		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200338149	
5. ISSUED BY NASA/Johnson Space Center Attn: BG / Lauren M. Johnson 2101 NASA Parkway Houston TX 77058-3696		6. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than item 6) NASA/Johnson Space Center Attn: BG / Lauren M. Johnson 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (Name, Street, County, State and ZIP Code) SPACEX 1 ROCKET RD HAWTHORNE CA 90250		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
CODE 35V1.3 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. N7009GA04B		10B. DATED (SEE ITEM 13) 02/26/2010	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> This above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) 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 code, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(e). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) X Clause 11.4.2, NPS 1550-202-77, Limitation of Funds (Fixed-Price Contract) (Oct 1989)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2					

Continued ...

Except as provided herein, all words and conditions of the document referenced in Item 9A or 10A, as hereinafter changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Lauren M. Johnson		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lauren M. Johnson	
15C. CONTRACTING OFFICER (Signature of person authorized to sign)		15D. DATE SIGNED 04/19/2010	

NSN 7540-01-162-0070
Previous edition unusable

STANDARD FORM 30 (REV. 10-87)
Prescribed by GSA
FAR (48 CFR) 23.243

The purpose of this modification is to:

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

II.A. ADDENDUM TO FAR 52.212-4

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

II.A.1 ON-RAMP

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

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

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

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

(End of clause)

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

(a) Of the total price of CLINs 0001 through 0003, the sum of (b) (4) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in Clause II.A.6, until the total price of said CLINs is allotted.

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

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

(c) Reserved.

(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)

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

(3) Reserved.

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

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

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

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

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

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

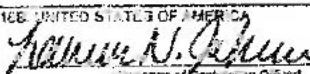
(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Termination for Cause clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000016		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 1200339189	
5. PROJECT NO. (if applicable)		6. ISSUED BY CODE TSC		7. ADMINISTERED BY (if other than Item 6) CODE JSC	
NASA/Johnson Space Center Attn: BG / Lauren N. Johnson 2101 NASA Parkway Houston TX 77058-3696		NASA/Johnson Space Center Attn: BG / Lauren N. Johnson 2101 NASA Parkway Houston TX 77058-3696			
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) SPACEX 1 ROCKST RD HANTHORNE CA 90250		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 9C. MODIFICATION OF CONTRACT/ORDER NO. 9D. DATED (SEE ITEM 13)			
CODE 3BVL8 FACILITY CODE		02/26/2009			
10. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 9 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: (b) (4) 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 Clause 21.2.2, DFN 1982.232-77, Limitation of Funds (Fixed-Price Contract) (Mar 1989)			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ 0 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation contract subject matter where feasible.)					

See Page 2

Continued...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as amended, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lauren N. Johnson	
15C. CONTRACTOR/OFFEROR	15D. DATE SIGNED	15E. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	15F. DATE SIGNED 04/23/2010
(Signature of person authorized to sign)			

NSN 7540-01-102-0070
Previous edition unusable

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

The purpose of this modification is to:

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

II.A. ADDENDUM TO FAR 52.212-4

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

II.A.1 ON-RAMP

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

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

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

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

(End of clause)

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

(a) Of the total price of CLINs 0001 through 0003, the sum of (b) (4) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in Clause II.A.6, until the total price of said CLINs is allotted.

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

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

(c) Reserved.

(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)

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

(3) Reserved.

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

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

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

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

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

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

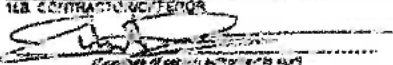
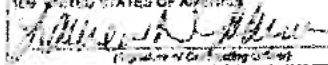
(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Termination for Cause clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT NO. 0006	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 000017	3. EFFECTIVE DATE See Block 10C	4. REQUEST ON PURCHASE REG. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: BG / Lauren N. Johnson 2101 NASA Parkway Houston TX 77058-3636	CODE JSC	7. ADMINISTERED BY (if other than item 6) NASA/Johnson Space Center Attn: BG / Lauren N. Johnson 2101 NASA Parkway Houston TX 77058-3636	CODE JSC
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, city, state and ZIP code) SPACEX 1 ROCKET RD HAWTHORNE CA 90250		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 9C. MODIFICATION OF CONTRACT/ORDER NO. NMJCSGA048 9D. DATED (SEE ITEM 11) 02/26/2009	
CODE 3BVL8 FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 15, and returning _____ copies of the amendment; (b) By telephoning 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 14A		
	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 43.100(c).		
	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 <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UOF section headings, including solicitation/contract subject matter where feasible)			

See Page 2

Continued ...

Exhibit no provided herein. All terms and conditions of the document referenced in item 21 or 10A, as hereby/are changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SENDER (Type or print) Julie A. Pien / Contracts Officer		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lauren N. Johnson	
15B. CONTRACTING OFFICER  (Signature of person authorizing this action)	15C. DATE SIGNED 18 MAY 10	15D. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	15E. DATE SIGNED 5/18/10

FORM 7540-01-102-0010
Previous edition obsolete

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

Submission of Revised Work Plans:

1. The purpose of this modification is to revise Table V.B-1 DRDS REQUIRED NEAR RFP RESPONSE. In accordance with II.A.20 Adjustments to Mission Schedules, the Mission Work Plans require concurrence of the COTR prior to Authorization to Proceed (ATP) for all missions. Revisions to Mission Work Plans shall be delivered to NASA no later than 30 days prior to ATP with any Mission; **and** following ATP, within 30 days of any mission's schedule changes in accordance with DRD C1-8, Work Plans.
2. As a result of this change revised, Page 79 of the conformed contract NNJ09GA04B is attached here to as page 3 of this modification.
3. All other terms and conditions remain unchanged and in full force and effect.

TABLE V.B-1 DRDS REQUIRED NEAR RFP RESPONSE

Item	Document	Approve/ Review	Initial Due Date	Recurrence	Reference
C1-1	Reserved				
C1-2	Mishap Notification, Investigation and Contingency Action Plan	Review	With Proposal	Updates at Program Reviews	SOW 2.5.4
C1-3	Reserved				
C1-4	Configuration Management Plan	Review	With Proposal	Updates at Program Reviews	SOW 2.1.2
C1-5	Export Control Plan	Approve	Contract Award +30 days	Updates at Program Reviews	SOW 2.1.3, 2.3.3.3.1
C1-6	Reserved				
C1-7	Mission Integration & Operations Management Plan	Approve	With Proposal	Updates at Program Reviews	SOW 2.1, 2.3.1, 2.4.3.1, 2.4.3.2, 2.4.7.2
C1-8	Work Plan	Approve	With Proposal	ATP minus 30 days and following ATP, within 30 days of any mission's schedule changes	SOW 2.3.1
C1-9	Reserved				
C1-10	Safety Data Package	Review	When delivered to Range	Each mission	SOW 2.5.3

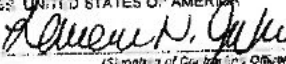
TABLE V.B-2 RECURRING DRDS

Item	Document	Approve/ Review	Initial Due Date	Recurrence	Reference
C2-1	Formal Review Documentation	Review	First formal review	At every review	SOW 2.1.1
C2-2	Integrated Schedules	Review	T.O. Award +30 days	Updates only, monthly	SOW 2.1.4

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.	
000018		See Block 16C		4200344888	
5. ISSUED BY		6. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than item 4)	
CODE JSC		CODE JTSC		NASA/Johnson Space Center	
NASA/Johnson Space Center		NASA/Johnson Space Center		Attn: EG / Lauren N. Johnson	
Attn: EG / Lauren N. Johnson		Attn: EG / Lauren N. Johnson		2101 NASA Parkway	
2101 NASA Parkway		2101 NASA Parkway		Houston TX 77056-3696	
Houston TX 77056-3696		Houston TX 77056-3696		Houston TX 77056-3696	
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, state and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
SPACEN		(X)			
1 SOCKET RD					
HAWTHORNE CA 90250					
		10A. MODIFICATION OF CONTRACT/ORDER NO.		10B. DATED (SEE ITEM 13)	
		00009GA01B		02/26/2009	
CODE 32VLS		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of this 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: (b) (4)			
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(d).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
X Clause II.A.2, WFS 1650.130-10, Limitation of Funds (Fixed-Price Contract) (MAR 1999)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					

See page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 9CA, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SENDER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Lauren N. Johnson	
16B. CONTRACTOR/OFFEROR	17C. DATE SIGNED	16C. UNITED STATES OF AMERICA	16D. DATE SIGNED
			06/15/2010
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of this modification is to:

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

II.A. ADDENDUM TO FAR 52.212-4

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

II.A.1 ON-RAMP

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

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

(End of clause)

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

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

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

(c) Reserved.

(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)

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

(3) Reserved.

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

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

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

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

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

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000019		3. EFFECTIVE DATE See Block 16C		4. REQUESTION/PURCHASE REQ. NO.	
5. ISSUED BY NASA/Johnson Space Center Attn: BG / Lauren N. Johnson 2101 NASA Parkway Houston TX 77058-3696		6. CODE JSC		7. ADMINISTERED BY (if other than item 6) NASA/Johnson Space Center Attn: BG / Lauren N. Johnson 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (see, if not, street, county, State and ZIP Code) SPACEX 1 ROCKET RD HAWTHORNE CA 90250		(X)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NRJ09GA04B	
				10B. DATED (SEE ITEM 12) 02/26/2009	
CODE 35VLC		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 10, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By teletype 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 its 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

6. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

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

See Page 2

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print) Julie A. Jinn / Contract Officer	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lauren N. Johnson
15C. DATE SIGNED 6 July 10	15D. DATE SIGNED 7/6/10
15E. UNITED STATES OF AMERICA <i>[Signature]</i>	15F. UNITED STATES OF AMERICA <i>[Signature]</i>
15G. DATE SIGNED 6 July 10	15H. DATE SIGNED 7/6/10

NEW 7548-01-162-0370
Previous edition obsolete

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

Attachment V.M., Special Task Assignments and Studies

1. The purpose of this modification is to update Attachment V.M, Special Task Assignments and Studies Sub-CLIN Schedule for CLIN 0003 to reflect the special studies task orders issued to date.
2. As a result of the change mentioned above, Page 149 of the modified conformed contract NNJ09GA04B is hereby attached as page 3 of this modification.
3. All other terms and conditions remain unchanged and in full force and effect.


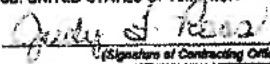
**Attachment V.M. SPECIAL TASK ASSIGNMENTS AND STUDIES
SUB-CLIN SCHEDULE FOR CLIN 003**

This Sub-CLIN Schedule provides contract details for task orders issued under CLIN 0003.

[illegible]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 000020		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. ISSUED BY NASA/Johnson Space Center Attn: BG / Judy F. Ross 2101 NASA Parkway Houston TX 77058-3696		6. CODE JSC		7. ADMINISTERED BY (if other than item 6) NASA/Johnson Space Center Attn: BG / Judy F. Ross 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACEEX 1 ROCKET RD HAWTHORNE CA 90250		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
9C. CODE 3BVL8		9D. FACILITY CODE		10A. MODIFICATION OF CONTRACT ORDER NO. NNJ09GA04B	
				10B. DATED (SEE ITEM 13) 02/26/2009	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers 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 9 and 10, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: X FAR 52.243-1, Changes-Fixed Price, Aug 1987, Alternate II					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to add government property clauses to this contract. Reference continuation pg. 2.					

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Julie Jiru Contracts Officer		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Judy F. Ross	
15B. CONTRACTOR/OFFEROR 		15C. DATE SIGNED 3 Aug 10	
15D. UNITED STATES OF AMERICA 		15C. DATE SIGNED 5 Aug 2010	

NSN 7540-01-152-8070
Previous edition unusable

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

The purpose of this modification is to:

1. Incorporate by full-text the following government property clauses into this contract:
 - (a) FAR 52.245-1, Government Property, Alternate I
 - (b) FAR 52.245-9, Use and Charges
 - (c) NFS 1852.245-70, Contractor Request for Government Provided Property (July 1997)
 - (d) NFS 1852.245-73, Financial Reporting of NASA Property in the Custody of Contractors (October 2003)
 - (e) NFS 1852.245-76, List of Government-Furnished Property (October 1988)
2. As a result of this modification, add contract Attachment V.N. entitled List of Government Property Clauses to provide clauses in full-text, enclosed. Additionally, the following revisions were made:
 - a. Remove clause II.A.29, Use of Government, Facilities and Assets, pg. 43
 - b. Change clause II.A.29, Use of Government, Facilities and Assets, from Section II, p. 43 to Attachment V.N. pg. 151
 - c. Add clause II.A.29, List of Government Property Clauses, pg. 43
 - d. Revise Attachment V.K. to indicate consumable items that will not be property returned to the government.
 - e. A complete conformed copy encompassing all above changes provided herein
3. The parties agree that this modification is made at no additional cost to either party.
4. All other terms and conditions remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Johnson Space Center Attn: BG / Judy F. Ross 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: BG / Sharan D. Leffon 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code) SPACEX 1 ROCKBURY RD HAWTHORNE CA 90250		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
CODE 33VL8 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B		10B. DATED (SEE ITEM 13) 02/26/2009	

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.
 Offeror 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: (b) (4)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause II.A.2, NPS 1852.252-77, Limitation of Funds (Fixed-Price Contract) (Mar 1989)

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

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

The purpose of this modification is to increase funding on this contract from (b) (4) via PR(s) 4200351021, 4200351519 and 4200352223. See continuation pg(s) 2-4.
 PCB: Destination

15A. NAME AND TITLE OF SIGNER (Type or print) Judy F. Ross		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Judy F. Ross	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED 9 Aug. 2010	

NSN 7540-01-102-8070
Previous edition unusable

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

The purpose of this modification is to:

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

000022

See Block 16C

6. ISSUED BY

CODE

JSC

7. ADMINISTERED BY (If other than Item 6)

CODE

JSC

NASA/Johnson Space Center
Attn: BG / Judy F. Ross
3101 NASA Parkway
Houston TX 77058-3696

NASA/Johnson Space Center
Attn: BG / Sharon D. Lofton
2101 NASA Parkway
Houston TX 77058-3696

8. NAME AND ADDRESS OF CONTRACTOR (Full street, county, state and ZIP Code)

SPACEX

1 ROCKET RD

HAWTHORNE CA 90250

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT ORDER NO.
NRIJ09GIA043

10B. DATED (SEE ITEM 13)

CODE 35V16

FACILITY CODE

02/26/2009

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 9 and 10, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate telegram or teletype which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER (ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause 11.A.10, FAR 51.143-1, Changes - Fixed Price (Deviation) (August 1987), Alternate 11
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 2 copies to the issuing office.

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

See Continuation Pg 2

Except as provided herein, all terms and conditions of this document referenced in item 8A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF ISSUER (Type printing)

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type printing)

Julie Jia Contracts Officer

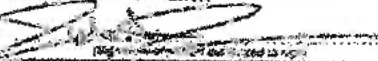
Judy F. Ross

15B. CONTRACTING OFFICER

15C. DATE SIGNED

15D. UNITED STATES OF AMERICA

15E. DATE SIGNED



30 Aug 10



30 Aug 2010

NSN 7540-01-182-6070
Previous edition unusable


STANDARD FORM 30 (REV. 10-88)
Prescribed by GSA
FAR (48 CFR) 53.203

The purpose of this modification is to:

1. Correct errors to the NASA FAR Supplement property clauses, previously incorporated by modification number 20, in order to conform the property clauses to comply with NASA Procurement Information Circular (PIC) 07-09 as follows:
 - a. Remove NFS 1852.245-70, Contractor Request for Government Provided Property (July 1997) and replace the clause with NFS 1852.245-70, Contractor Requests for Government-Provided Property (September 2007).
 - b. Remove NFS 1852.245-73, Financial Reporting of NASA Property in the Custody of Contractors (October 2003) and replace the clause with NFS 1852.245-73, Financial Reporting of NASA Property in the Custody of Contractors (September 2007).
 - c. Remove NFS 1852.245-76, List of Government-Furnished Property (October 1988) and replace the clause with NFS 1852.235-76, List of Government Property Furnished Pursuant to FAR 52.245-1 (Deviation) (September 2007).
 - d. Add NFS 1852.245-74, Identification and Marking of Government Equipment (Deviation) (September 2007).
 - e. Add NFS 1852.245-75, Property Management Changes (Deviation) (September 2007).
2. As a result of this modification, correct contract Attachment V.N. entitled List of Government Property Clauses to provide the corrected clauses in full-text.
 - a. Remove and replace Attachment V.N. with the corrected version attached herein.
3. Revise contract Attachment V.K. entitled Government-Supplied Hardware to identify Government supplied property used in the performance of this contract.
 - a. Remove list of Government-Supplied Hardware and add Table V.K.1. entitled Government-Supplied Hardware.
 - b. Add Table V.K.2. entitled Government Furnished Equipment.
4. The parties agree that this modification is made at no additional cost to either party.
5. All other terms and conditions remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000023		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. Not Applicable	
5. ISSUED BY NASA/Johnson Space Center Attn: BG / Judy F. Ross 2101 NASA Parkway Houston TX 77058-3696		CODE JSC		5. PROJECT NO. (If applicable) CODE JSC	
6. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACEX 1 ROCKET RD HAWTHORNE CA 90250		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		(x)		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B	
				10B. DATED (SEE ITEM 13) 02/26/2009	
CODE 3BVL8		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified on 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) Not Applicable					
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 43.101(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: X Clause II.A.10: FAR 52.243-1, Changes - Fixed Price (Deviation) (August 1967), Alternate II					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return 2 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					

See Continuation Pages 2 - 4

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as hereinafter changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print) Julie A. Jira Contracting Officer		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Judy F. Ross CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR 		15C. DATE SIGNED 24 Aug 10	
15D. UNITED STATES OF AMERICA		15E. DATE SIGNED 25 Aug 2010	
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-63) Prescribed by GSA FAR (48 CFR) 53.243	

1. The purpose of this modification is to incorporate the following changes to the contract:
 - a. Revise table II.A.6-1A: Mission Payment Schedule (Pre-ISS Integration) and Table II.A.6-1B: Mission Payment Schedule (Post-ISS Integration) to change Authorization to Proceed(ATP) from L-21 Months to L-24 Months for Missions 4 through Mission 12. ATP for Missions 1-3 remains at L-21 Months.
 - b. Revise the contract statement of work (SOW) to add the following language:

Current Contract	Modified Contract
<p>Para 2.0</p> <p>The Contractor shall perform the tasks necessary to execute all phases of the resupply mission per this SOW. The Standard Resupply Mission may consist of pressurized upmass delivery, unpressurized upmass delivery, cargo disposal or cargo return. The Contractor shall provide the necessary services, test hardware and software, and mission specific elements required to integrate the cargo to the orbital and launch vehicle systems. The Contractor shall perform the required tasks to accomplish the resupply missions to and from the ISS. The Contractor shall provide the required cargo de-integration and return services, where applicable, to deliver cargo back to NASA. The standard external (unpressurized) upmass complement is identified in Attachment V.F.</p>	<p>The Contractor shall perform the tasks necessary to execute all phases of the resupply mission per this SOW. The Standard Resupply Mission may consist of pressurized upmass delivery, unpressurized upmass delivery, cargo disposal or cargo return. The Contractor shall provide the necessary services, test hardware and software, and mission specific elements required to integrate the cargo to the orbital and launch vehicle systems. The Contractor shall perform the required tasks to accomplish the resupply missions to and from the ISS. The Contractor shall provide the required cargo de-integration and return services, where applicable, to deliver cargo back to NASA. The standard external (unpressurized) upmass complement is identified in Attachment V.F. After CRS Mission 2, the contractor will provide both the updated standard and extended trunk capability, in accordance with BRD CS-1, as part of the STANDARD resupply mission to accommodate large unpressurized ORUs and PPOD Deployables.</p>
<p>Para 2.4</p> <p>The Contractor shall safely integrate NASA cargo into the cargo module and or external carrier. NASA will provide pressurized cargo already packed to the Contractor. NASA will provide unpressurized (external) cargo without flight support equipment to the Contractor.</p>	<p>The Contractor shall safely integrate NASA cargo into the cargo module and or external carrier. NASA will provide pressurized cargo already packed to the Contractor. NASA will provide unpressurized (external) cargo <u>without</u> flight support equipment to the contractor for all missions except Space X Mission 3. For Space X Mission 3, NASA will provide external cargo <u>with</u> all required FSE.</p>
<p>Para 2.4.1 Paragraph 1</p> <p>The Contractor shall perform the analysis</p>	<p>The Contractor shall perform the analysis and integration tasks required to safely integrate</p>

and integration tasks required to safely integrate unpressurized (external) orbital replacement units (ORUs) for delivery to the ISS.	unpressurized (external) orbital replacement units (ORUs) or Payloads for delivery to the ISS.
<p>Para 2.4.1 Paragraph 2</p> <p>NASA will provide the Contractor with the external cargo manifest, including associated environments and models, hardware interfaces, ground processing requirements, interface verification requirements, and operational requirements prior to the VBR.</p>	NASA will provide the Contractor a listing of FSE/FRAM Types needed two weeks after ATP and final external cargo manifest, including associated environments and models, hardware interfaces, ground processing requirements, interface verification requirements, and operational requirements prior to the VBR.
<p>Para 2.4.1</p> <p>f) (does not exist)</p>	<p>g) Perform external physical integration of the Cargo FSE/OSE and SpaceX Dragon trunk. For ORUs, NASA will deliver the ORU to SpaceX no later than L-3 months. SpaceX will integrate the ORU and SpaceX-built FSE/OSE into an integrated assembly and complete final integration into the Dragon Trunk. For Payloads, SpaceX will provide required FSE (Active FRAM) to the Payload Developer no later than L-18 months. NASA/Payload Developer will integrate the ORU and the SpaceX-built FRAM into an integrated assembly and deliver the integrated assembly to SpaceX no later than L-3 months. SpaceX will complete final integration into the Dragon Trunk.</p>
<p>Para 2.4.3</p> <p>The Contractor shall provide Flight Support Equipment (FSE), Orbital Support Equipment (OSE), Ground Support Equipment (GSE), and any other hardware needed to process and deliver the cargo to the ISS.</p>	The Contractor shall provide Flight Support Equipment (FSE), Orbital Support Equipment (OSE), Ground Support Equipment (GSE), and any other hardware needed to process and deliver the cargo to the ISS with the exception of SpaceX Mission 3 where NASA will supply the required external FSE/OSE.
<p>Para 2.4.3.1</p> <p>These functions shall be applied to the cargo at the level delivered by NASA (at the ORU or bag level)...</p>	These functions shall be applied to the cargo at the level delivered by NASA (at the ORU or bag level) or at the integrated assembly level for unpressurized cargo, if applicable.

2. All of the above contract changes are effective beginning at Mission 4, unless otherwise stated.

3. In consideration for the 3-month acceleration of Authority to Proceed and NASA provision of external FSE/OSE for Mission 3, the contractor will provide both the updated standard and extended trunk capability, in accordance with DRDC3-1, as part of the standard resupply mission at no additional cost to the government.
4. A full replacement copy of the conformed contract is provided herein.
5. All other contract terms and conditions remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 5									
2. AMENDMENT/MODIFICATION NO. 000024		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200363283									
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Johnson Space Center Attn: BG / Judy F. Ross 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696									
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACE X 1 ROCKET RD HAWTHORNE CA 90250		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)									
CODE 3BVL8 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B		10B. DATED (SEE ITEM 13) 02/26/2009									
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS													
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers 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:		(b) (4)									
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.													
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">CHECK ONE</td> <td>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.</td> </tr> <tr> <td></td> <td>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).</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td style="text-align: center;">X</td> <td>D. OTHER (Specify type of modification and authority) Clause II.A.2, NPS 1852.232-77, Limitation of Funds (Fixed-Price Contract) (Mar 1989)</td> </tr> </table>						CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	X	D. OTHER (Specify type of modification and authority) Clause II.A.2, NPS 1852.232-77, Limitation of Funds (Fixed-Price Contract) (Mar 1989)
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.												
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).												
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:												
X	D. OTHER (Specify type of modification and authority) Clause II.A.2, NPS 1852.232-77, Limitation of Funds (Fixed-Price Contract) (Mar 1989)												
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.													
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See page 2.													

Continued...

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Judy F. Ross	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Judy F. Ross</i> (Signature of Contracting Officer)	16C. DATE SIGNED 1 Nov 2010
(Signature of person authorized to sign)			

NSN 7540-01-152-8070
Previous edition unusable

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

The purpose of this modification is to:

1. Increase funding on this contract from (b) (4) to (b) (4)
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed -- Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):
 - (a) Of the total price of CLINs 0001 through 0003, the sum of \$ (b) (4) s presently available for payment and allotted to this contract.
 - (c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)
3. Additionally, Attachment V.M., pg. 149 has been revised to display the most current list of Task Orders issued to date under CLIN 0003.
4. Replacement pages are provided herein.
5. All other terms and conditions remain unchanged and in full force and effect.

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

- (a) Of the total price of CLINs 0001 through 0003, the sum of (b) (4) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in Clause II.A.6, until the total price of said CLINs is allotted.
- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to Section II, Clause 52.212-4(l), Termination for the Government's Convenience, of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in contract Section II, Clause 52.212-4(l) notwithstanding.
- (c) Reserved.
 - (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)
 - (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next sixty (60) days the work will reach a point at which, if the contract is terminated pursuant to contract Section II, Clause 52.212-4(l) of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1.
 - (3) Reserved.
 - (i) The notice shall state the estimate when the point referred to in paragraph I(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
 - (ii) The Contractor shall, sixty (60) days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
 - (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall,

upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to contract Section II, Clause 52.212-4(l).

- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price(s) (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Termination for Cause clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to contract Section II, Clause 52.212-4(l).

(End of clause)

**Attachment V.M. SPECIAL TASK ASSIGNMENTS AND STUDIES
SUB-CLIN SCHEDULE FOR CLIN 003**

This Sub-CLIN Schedule provides contract details for task orders issued under CLIN 0003.

[illegible]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 4	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
000025		See Block 16C		4200365964	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than item 6)	
NASA/Johnson Space Center Attn: BG / Judy F. Ross 2101 NASA Parkway Houston TX 77058-3696		JSC		CODE JSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.			
SPACE X 1 ROCKET RD HAWTHORNE CA 90250		(x)			
		9B. DATED (SEE ITEM 11)			
		10A. MODIFICATION OF CONTRACT/ORDER NO.			
		NNJ09GA04B			
		10B. DATED (SEE ITEM 13)			
CODE 3BVL8		FACILITY CODE		02/26/2009	

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 this 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:

(b) (4)

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	D. OTHER (Specify type of modification and authority) Clause II.A.2, NFS 1652.232-77, Limitation of Funds (Fixed-Price Contract) (Mar 1989)

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

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

See page 2.

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)	
		Judy F. Ross	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Judy F. Ross (Signature of Contracting Officer)	29 Nov 2010

NSN 7540-01-152-8070
Previous edition unusable

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

The purpose of this modification is to:

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

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

- (a) Of the total price of CLINs 0001 through 0003, the sum of (b) (4) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in Clause II.A.6, until the total price of said CLINs is allotted.
- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to Section II, Clause 52.212-4(l), Termination for the Government's Convenience, of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in contract Section II, Clause 52.212-4(l) notwithstanding.
- (c) Reserved.
 - (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)
 - (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next sixty (60) days the work will reach a point at which, if the contract is terminated pursuant to contract Section II, Clause 52.212-4(l) of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1.
 - (3) Reserved.
 - (i) The notice shall state the estimate when the point referred to in paragraph I(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
 - (ii) The Contractor shall, sixty (60) days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
 - (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall,

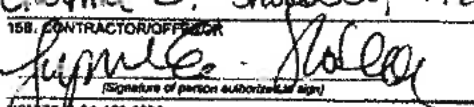
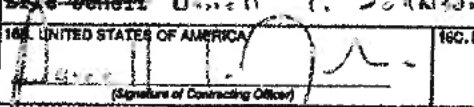
upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to contract Section II, Clause 52.212-4(l).

- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price(s) (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Termination for Cause clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to contract Section II, Clause 52.212-4(l).

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 23	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
000026		See Block 16C			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)	
NASA/Johnson Space Center Attn: BG / Eric J. Schell 2101 NASA Parkway Houston TX 77058-3696		JSC		CODE JSC	
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.			
SPACEX 1 ROCKET RD HAWTHORNE CA 90250					
		9B. DATED (SEE ITEM 11)			
		10A. MODIFICATION OF CONTRACT/ORDER NO.			
		NNJ09GA04B			
		10B. DATED (SEE ITEM 13)			
		02/26/2009			
CODE 3BVL8		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X Clause II.A.10: FAR 52.243-1, Changes - Fixed Price (Deviation) (August 1987), Alternate II					
D. OTHER (Specify type of modification and authority)					
6. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
See continuation page(s) ...					

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)	
Gwynne E. Shoppell, President		Sgt. Robert D. Johnson	
15B. CONTRACTOR/OFFICER		16B. UNITED STATES OF AMERICA	
			
<small>(Signature of person authorizing sign)</small>		<small>(Signature of Contracting Officer)</small>	
15C. DATE SIGNED		16C. DATE SIGNED	
12/23/10		12/23/10	

STANDARD FORM 36 (REV. 10-63)
Prescribed by GSA
FAR (48 CFR) 53.243

A. The purpose of this modification is to incorporate the following changes into this contract:

1. Revise contract clause II.A.6, entitled Resupply Mission Payments, Milestone Events and Completion Criteria, to reflect an increase in the not-to-exceed percentage for total mission milestone payments prior to ISS Integration from 30% to 50%.

2. Change paragraph 6.4 (A) to read, "Mission milestone payments made for resupply missions prior to completion of ISS Integration shall not exceed 50% of the cost of that mission."

3. The parties agree that Space X will provide the following changes at no cost to NASA in return for ISS Integration cap increase from 30% to 50%:

- SpaceX to build and maintain in inventory one SAPA FRAM to be available for Launch on Need (LON) ORUs – available for CRS 4
- SpaceX Approval of SSP 50808 IRD Rev B, ISS Interface Requirements Document
- SpaceX agreement to provide late stow and early destow of NASA Cold Bags – Details documented in Vehicle IDD
- SpaceX to increase frequency of updates to DRD C2-2, Integrated Schedules to ensure better communication on flight specific schedules related to cargo builds or integration. DRD C2-2, Integrated Schedules to be delivered every 2 weeks.
- SpaceX approval of updates to DRD C4-2, Initial Mission Resource Allocation Document (MRAD #1) and DRD C6-1, Delta Mission Resources Allocation Document MRAD #2.

*Primary updates include: earlier manifest delivery (from NASA), additional delta MRAD (~L-1 mo), items moved to SOW, mass properties included with CAD deliveries, deletion of unnecessary or redundant deliverables.

- SpaceX to continue providing financial data through CRS 2

(b) (4)

- Agreement for research and development for alternate IPCU that is permanently installed on ISS at no cost to NASA

- o Feasibility study of CUCU-CCP connection without drag-through. SpaceX to build ground test cable and complete cable testing and other analysis based on CUCU-CCP CR

4. Revise Attachment V.L. entitled Applicable and Reference Documents from SSP-50808 Revision A to SSP-50808 Revision B.

5. Add a separate Contract Line Item (CLIN), entitled 2.1.4. CLIN 0004 Secondary Payloads (PPOD/CubeSats) on pg. 11 of the conformed contract.

- a). The base prices for these contract line items are based upon the contractor's fully evaluated and accepted proposal dated March 5, 2010 that were incorporated into the contract under Task Order 003. The additional CY prices for these contract line items were forecasted based on a standard (b) (4) inflation rate. The first P-Pods Payloads with P-Pod Systems Harness were ordered under Task Order 003, Revision B and the first CU-SAT Payload was ordered under Task Order 003, Revision C.
- b). Future orders for Deployable Payloads will be issued as a separate task order under CLIN 0004; and in accordance with the contract task ordering procedures.

6. Revise the contract statement of work (SOW) to add the following language:

Current Contract	Modified Contract
1.0 Scope - The Contractor shall perform all tasks necessary to ensure safe and reliable cargo integration and transportation to and from the ISS.	1.0 Scope - The Contractor shall perform all tasks necessary to ensure safe and reliable cargo integration and transportation to and from the ISS. NASA will provide Thermal Vacuum testing and Bake-out for the first FRAM built by SpaceX using NASA engineering resources and MSFC facilities. Additionally NASA will provide on an as available basis, FRAM Ground Support Equipment to support first flight FRAM manufacture and testing.
2.0 Standard Resupply Mission The Contractor shall perform the tasks necessary to execute all phases of the resupply mission per this SOW. The Standard Resupply Mission may consist of pressurized upmass delivery, unpressurized upmass delivery, cargo disposal or cargo return. The Contractor shall provide the	2.0 Standard Resupply Mission The Contractor shall perform the tasks necessary to execute all phases of the resupply mission per this SOW. The Standard Resupply Mission may consist of pressurized upmass delivery, unpressurized upmass delivery, secondary deployable payloads, cargo disposal or cargo return.

necessary services, test hardware and software, and mission specific elements required to integrate the cargo to the orbital and launch vehicle systems. The Contractor shall perform the required tasks to accomplish the resupply missions to and from the ISS. The Contractor shall provide the required cargo de-integration and return services, where applicable, to deliver cargo back to NASA. The standard external (unpressurized) upmass complement is identified in Attachment V.F. After CRS Mission 2, the contractor will provide both the updated standard and extended trunk capability, in accordance with DRD C3-1, as part of the STANDARD resupply mission to accommodate large unpressurized ORUs and PPOD Deployables.

The Government will maintain official property records in connection with Government property under this contract. The Government will deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-supplied property described in Attachment V.K, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (herein referred to as "Government-Supplied Property").

The Contractor shall provide the necessary services, test hardware and software, and mission specific elements required to integrate the cargo to the orbital and launch vehicle systems. The Contractor shall perform the required tasks to accomplish the resupply missions to and from the ISS. The Contractor shall provide the required cargo de-integration and return services, where applicable, to deliver cargo back to NASA. The standard external (unpressurized) upmass complement is identified in Attachment V.F.

After CRS Mission 2, the contractor will provide both the updated standard and extended trunk capability, in accordance with DRD C3-1, as part of the STANDARD resupply mission to accommodate large unpressurized ORUs and PPOD Deployables.

After CRS Mission 4, the contractor will provide a Launch of Need capability for the launch of a Small Adapter Plate Assembly (SAPA) mounted Orbital Replacement Unit (ORU). To accommodate this provision, SpaceX will maintain in inventory one (1) SAPA to be used to launch a NASA defined ORU. LON manifest need dates, NASA deliverables and SpaceX analytical cycle is defined in the MIOMP (DRD C1-7).

The Government will maintain official property records in connection with Government property under this contract. The Government will deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-supplied property described in Attachment V.K, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (herein referred to as "Government-Supplied Property").

<p>2.3.3.4.1. Flight Crew and Ground Support Personnel Training The Contractor shall provide a mission specific crew training plan as outlined in the Initial MRAD (DRD C4-2) at L-10 months. The Contractor shall provide a minimum of two flight crew and ground personnel training sessions at the Contractor facility. The Contractor shall propose acceptable dates for the training briefings in accordance with DRD C4-2.</p> <p>The Contractor shall provide the following module systems training functions:</p> <ul style="list-style-type: none"> a) Systems familiarization briefings in the classroom covering nominal and off-nominal systems operations and maintenance. b) Hands-on instruction in orbital vehicle systems operations and maintenance using mockups or actual vehicles as appropriate to the training task. This hands-on training shall include orbital vehicle systems up to ISS interfaces, as well as, orbital vehicle interactions with ISS systems (e.g. hatch, vestibule operations, etc.) c) Instructional training documentation and material as appropriate to the training task. d) Coordination of integrated training plans and schedules with NASA to avoid schedule conflicts and assure proper lesson content, consistent with the Flight Products DRD C5-1. e) Updates to orbital vehicle data and Contractor-provided training hardware as required to maintain a mission specific training environment for each of the training aids and mockups. 	<p>2.3.3.4.1. Flight Crew and Ground Support Personnel Training The Contractor shall provide a mission specific crew training plan as outlined in the Mission Training Plans (DRD C4-5) at ATP (L-24 months). The Contractor shall provide a minimum of two flight crew and ground personnel training sessions at the Contractor facility. The Contractor shall propose acceptable dates for the training briefings in accordance with DRD C4-5. The Contractor shall provide the following module systems training functions:</p> <ul style="list-style-type: none"> a) Systems familiarization briefings in the classroom covering nominal and off-nominal systems operations and maintenance. Mission specific training including unpressurized cargo as required in accordance with DRD C4-5. b) Hands-on instruction in orbital vehicle systems operations and maintenance using mockups or actual vehicles as appropriate to the training task. This hands-on training shall include orbital vehicle systems up to ISS interfaces, as well as, orbital vehicle interactions with ISS systems (e.g. hatch, vestibule operations, etc.) c) Instructional training documentation and material as appropriate to the training task. d) Coordination of integrated training plans and schedules with NASA to avoid schedule conflicts and assure proper lesson content, consistent with the Flight Products DRD C5-1. e) Updates to orbital vehicle data and Contractor-provided training hardware as required to maintain a mission specific training environment for each of the training aids and mockups.
<p>2.3.3.4.2. Mission Simulation Support The Contractor shall participate in two Joint Multi-Segment Simulation Training</p>	<p>2.3.3.4.2. Mission Simulation Support The Contractor shall participate in two Joint Multi-Segment Simulation Training</p>

<p>(JMSTs). NASA will conduct the JMSTs from the NASA-Johnson Space Center (JSC) Mission Control Center (MCC) and the ISS Management Center (IMC) to perform integrated mission training for each mission. Each of these simulations may last up to 48 hours.</p>	<p>(JMSTs). NASA will conduct the JMSTs from the NASA-Johnson Space Center (JSC) Mission Control Center (MCC) and the ISS Management Center (IMC) to perform integrated mission training for each mission. Each of these simulations may last up to 48 hours. NASA/SpaceX Concurrence on the NASA built Joint Integrated Sim (JIS) ^{baseline} plan (NASA/SpaceX Mission Ops) is required No Later than L-6 months.</p>
<p>2.4.1. Unpressurized Cargo Analysis and Integration</p> <p>The Contractor shall perform the analysis and integration tasks required to safely integrate unpressurized (external) orbital replacement units (ORUs) or Payloads for delivery to the ISS. These tasks include cargo integration and analysis, and on-orbit operations analysis.</p> <p>The Contractor shall submit a Vehicle IDD (DRD C3-1) which will provide the launch and orbital vehicle environments. NASA will use this data to assess the compatibility of NASA cargo with the launch vehicle. NASA will provide the Contractor a listing of FSE/FRAM Types needed two weeks after ATP and final external cargo manifest, including associated environments and models, hardware interfaces, ground processing requirements, interface verification requirements, and operational requirements prior to the VBR.</p> <p>The Contractor shall deliver the analysis documentation in accordance with DRD C4-2 to provide evidence that the environments the ORU will be exposed to on the Contractor's integrated carrier assembly meet the required ORU environments. The Contractor shall perform the following tasks for the NASA-provided cargo:</p> <p>a) External cargo Interface Control</p>	<p>2.4.1. Unpressurized Cargo Analysis and Integration</p> <p>The Contractor shall perform the analysis and integration tasks required to safely integrate unpressurized (external) orbital replacement units (ORUs) or Payloads for delivery to the ISS. These tasks include cargo integration and analysis, and on-orbit operations analysis.</p> <p>The Contractor shall submit a Vehicle IDD (DRD C3-1) which will provide the launch and orbital vehicle environments. NASA will use this data to assess the compatibility of NASA cargo with the launch vehicle. NASA will provide the Contractor a listing of FSE/FRAM types needed two weeks after ATP and final external cargo manifest, including associated environments and models, hardware interfaces, ground processing requirements, interface verification requirements, and operational requirements prior to the VBR.</p> <p>The Contractor shall perform a Design Loads Analysis to validate the Vehicle IDD environments at a range of cargo configurations. The contractor shall analyze external launch cargo configurations including the following launch and return cases: Launch - light, medium and heavy 3 FRAM manifest (light, medium, and heavy) and light, medium and heavy non-standard manifest</p>

<p>Agreement (ICA) for items hard-mounted on the external carrier as identified in the Initial MRAD. The external cargo ICA shall be submitted in accordance with DRD C3-2 at L-14 months as required. A preliminary external carrier layout shall be presented per DRD C3-2 and reviewed at the MIR. The final layout will be delivered with the Initial MRAD.</p> <p>b) Perform mission specific structural, thermal, and functional assessments to ensure the feasibility of the configuration for a mission. The assessment shall include a Design Couple Load Analysis (DLA) of mission specific cargo, flight support equipment, and carrier in accordance with DRD C4-2 at L-10 months. The sensitivity of ORU response to cargo configuration (location, mass, etc.) shall be analyzed and the preferred configuration provided. The expected ORU environments during all phases of flight shall be delivered in accordance with DRD C4-2. If hardware requirements cannot be met, the Contractor shall coordinate resolution with the ISS Program or International Partner (IP) hardware provider or NASA-designated representative prior to submission of the initial MRAD (DRD C4-2).</p> <p>c) Provide external carrier integrated assembly data in accordance with DRD C3-2 to NASA for EVA/EVR analysis. The EVR assessment includes kinematics and reach and access analysis of the Space Station Remote Manipulator System (SSRMS) or Special Purpose Dexterous Manipulator (SPDM). The EVA analysis includes EVA crew reach and access and assesses translation corridors.</p> <p>d) Perform analyses and fit check (by</p>	<p>(i.e. CDA/Grapple Bar) using NASA cargo FEMs and/or dummy mass items. Return – 1 FRAM manifest.</p> <p>The Contractor shall deliver the analysis documentation in accordance with DRD C4-2 to provide evidence that the environments the ORU will be exposed to on the Contractor's integrated carrier assembly meet the required ORU environments. The Contractor shall perform the following tasks for the NASA-provided cargo:</p> <p>a) External cargo Interface Control Agreement (ICA) for items hard-mounted on the external carrier as identified in the Initial MRAD. The external cargo ICA shall be submitted in accordance with DRD C3-2 at L-14 months as required. A preliminary external carrier layout shall be presented per DRD C3-2 and reviewed at the MIR. The final layout will be delivered with the Initial MRAD.</p> <p>b) Perform mission specific structural, thermal, and functional assessments to ensure the feasibility of the configuration for a mission. The assessment shall include a Couple Load Analysis (DLA) of mission specific cargo, flight support equipment, and carrier in accordance with DRD C4-2 at L-10 months. The sensitivity of ORU response to cargo configuration (location, mass, etc.) shall be analyzed and the preferred configuration provided. The expected ORU environments during all phases of flight shall be delivered in accordance with DRD C4-2. If hardware requirements cannot be met, the Contractor shall coordinate resolution with the ISS Program or International Partner (IP) hardware provider or NASA-designated representative prior to submission of the initial MRAD (DRD C4-2).</p> <p>c) Provide external carrier integrated assembly data in accordance with DRD</p>
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<p>using hardware or simulator approved by ISS Program) assessments to ensure the Carrier interface is compatible with existing ISS on-orbit stowage sites in accordance with SSP 42003, Space Station Manned Base (SSMB) to Mobile Servicing System (MSS) ICD.</p> <p>e) Develop mass property data and finite element math models of the mission specific carrier in accordance with DRD C3-2.</p> <p>f) Perform external physical integration of the Cargo, FSE/OSE and SpaceX Dragon trunk. For ORUs, NASA will delivery to SpaceX the ORU NLT L-3 months. SpaceX will integrate the ORU and SpaceX build FSE/OSE into an integrated assembly and perform the final integration into the Dragon Trunk. For Payloads, SpaceX will provide required FSE (Active FRAM) to the Payload Developer NLT L-18 months. NASA/Payload Developer will integrate the ORU and the SpaceX built FRAM into an integrated assembly and delivery the integrated assembly to SpaceX NLT L-3 months. SpaceX will perform the final integration into the Dragon Trunk.</p>	<p>C3-2 to NASA for EVA/EVR analysis. The EVR assessment includes kinematics and reach and access analysis of the Space Station Remote Manipulator System (SSRMS) or Special Purpose Dexterous Manipulator (SPDM). The EVA analysis includes EVA crew reach and access and assesses translation corridors.</p> <p>d) Perform analyses and fit check (by using hardware or simulator approved by ISS Program) assessments to ensure the Carrier interface is compatible with existing ISS on-orbit stowage sites in accordance with SSP 42003, Space Station Manned Base (SSMB) to Mobile Servicing System (MSS) ICD.</p> <p>e) Develop mass property data and finite element math models of the mission specific carrier in accordance with DRD C3-2.</p> <p>f) Perform external physical integration of the Cargo, FSE/OSE and SpaceX Dragon trunk. For ORUs, NASA will deliver the ORU to SpaceX no later than L-3 months. SpaceX will integrate the ORU and SpaceX- built FSE/OSE into an integrated assembly and complete final integration into the Dragon Trunk. For Payloads, SpaceX will provide required FSE (Active FRAM) to the Payload Developer no later than L-18 months. NASA/Payload Developer will integrate the ORU and the SpaceX-built FRAM into an integrated assembly and deliver the integrated assembly to SpaceX no later than L-3 months. SpaceX will complete final integration into the Dragon Trunk.</p> <p>g) Perform Launch on Need (LON) analytical and physical integration for one SAPA mounted ORU as defined by NASA per schedule in DRD C1-7.</p>
<p>2.4.2. Pressurized Cargo Analysis and</p>	<p>2.4.2. Pressurized Cargo Analysis and Integration</p>

Integration

The Contractor shall perform the analysis and integration tasks required to safely integrate pressurized cargo for delivery to the ISS. NASA will provide a preliminary pressurized cargo complement after the MIR, and NLT L-12 months. The pressurized cargo complement will define a specified number of high, medium, and low density bags; bag sizes; any internal ORUs or payloads that need to be hard mounted; and preliminary late stow and early destow requirements. For cargo requiring hard mounting, the associated resource, operational, interface verification, and ground processing requirements, and orientation constraints will also be provided at this time. The Contractor shall perform the following:

- a) Develop an internal cargo ICA in accordance with DRD C4-4 for items planned to be hard-mounted in the orbital vehicle pressurized module volume per Initial MRAD (DRD C4-2).
- b) Provide a orbital vehicle pressurized module physical configuration per Initial MRAD (DRD C4-2) with margins (+/-) for each bag from a mass and cg perspective.
- c) Perform analyses of all cargo test and analytical data as it pertains to the physical (structural) and environmental (thermal, acoustics, electromagnetic interference and compatibility (EMI/C)) interfaces with the orbital vehicle. The Contractor shall perform mission specific structural, thermal, and functional assessments to ensure the feasibility of the configuration for each mission. This will include a Coupled Load Analysis (CLA) of mission specific cargo, flight support equipment and

The Contractor shall perform the analysis and integration tasks required to safely integrate pressurized cargo for delivery to the ISS. NASA will provide a preliminary pressurized cargo complement after the MIR, and NLT L-12 months. The pressurized cargo complement will define a specified number of high, medium, and low density bags; bag sizes; any internal ORUs or payloads that need to be hard mounted; and preliminary late stow and early destow requirements. For cargo requiring hard mounting, the associated resource, operational, interface verification, and ground processing requirements, and orientation constraints will also be provided at this time. The Contractor shall perform the following:

- a) Develop an internal cargo ICA in accordance with DRD C4-4 for items planned to be hard-mounted in the orbital vehicle pressurized module volume per Initial MRAD (DRD C4-2).
- b) Provide a orbital vehicle pressurized module physical configuration per Initial MRAD (DRD C4-2) with margins (+/-) for each bag from a mass and cg perspective.
- c) Perform analyses of all cargo test and analytical data as it pertains to the physical (structural) and environmental (thermal, acoustics, electromagnetic interference and compatibility (EMI/C)) interfaces with the orbital vehicle. The Contractor shall perform mission specific structural, thermal, and functional assessments to ensure the feasibility of the configuration for each mission. This will include a Coupled Load Analysis (CLA) of mission specific cargo, flight support equipment and orbital vehicle per the Initial MRAD (DRD C4-2). The Contractor shall coordinate resolution with NASA on any

<p>orbital vehicle per the Initial MRAD (DRD C4-2). The Contractor shall coordinate resolution with NASA on any exceedances of the NASA-provided cargo environments.</p> <p>d) Provide updated analysis and products per the Final MRAD (DRD C6-1). NASA will provide the Contractor an updated cargo complement prior to the CIR and NLT 5 months prior to launch. The updated cargo complement will identify updated late stow and early destow requirements and bag serial numbers with their required locations in the orbital vehicle per the Contractor-provided constraints detailed in the Initial MRAD.</p> <p>e) Utilize the Joint Payload Integration Application (JPIA) to aid in the cargo packing analysis.</p>	<p>exceedances of the NASA-provided cargo environments.</p> <p>d) Provide updated analysis and products per the Delta MRAD (DRD C6-1) and Final MRAD (DRD C6-4). NASA will provide the Contractor an updated cargo complement prior to the CIR and NLT 5 months prior to launch and at L-6 weeks post-packaging/bench review. The updated cargo complement will identify updated late stow and early destow requirements and bag serial numbers with their required locations in the orbital vehicle per the Contractor-provided constraints detailed in the Initial MRAD.</p> <p>e) Utilize and provide to NASA the Joint Payload Integration Application (JPIA) to aid in the cargo packing analysis.</p> <p>f) Perform a Design Loads Analysis to validate the Vehicle IDD environments at a range of cargo configurations. The contractor shall at a minimum analyze a light, medium and heavy pressurized cargo configuration for launch and return using NASA Middeck cargo FEMs and/or dummy mass items.</p>
<p>2.4.3. Cargo Physical Processing The Contractor shall process cargo in accordance with SSP 50833, Cargo IRD. The Contractor shall provide Flight Support Equipment (FSE), Orbital Support Equipment (OSE), Ground Support Equipment (GSE), and any other hardware needed to process and deliver the cargo to the ISS excluding SpaceX Mission 3 where NASA will supply required external FSE/OSE. The Contractor shall document the required ground handling procedures or constraints for complex cargo items such as external ORUs or internal hard mount items in accordance with DRD C3-2 or C4-4 as applicable.</p>	<p>2.4.3. Cargo Physical Processing The Contractor shall process cargo in accordance with SSP 50833, Cargo IRD. The Contractor shall provide Flight Support Equipment (FSE), Orbital Support Equipment (OSE), Ground Support Equipment (GSE), and any other hardware needed to process and deliver the cargo to the ISS with the exception of SpaceX Mission 3 where NASA will supply the required external FSE/OSE. The Contractor shall document the required ground handling procedures or constraints for complex cargo items such as external ORUs or internal hard mount items in accordance with DRD C3-2 or C4-4 as applicable.</p>

<p>2.4.3.1. Standard Cargo</p> <p>NASA will turn over the standard cargo, which includes both external and internal cargo, to the Contractor at the Contractor's payload processing facility in accordance with the MIOMP (DRD C1-7). The Contractor shall perform all functions required to safeguard, stow, track and integrate the standard cargo into the orbital vehicle. These functions shall be applied to the cargo at the level delivered by NASA (at the ORU or bag level) or at the integrated assembly level if applicable for unpressurized cargo.</p> <p>The Contractor shall accept NASA cargo as late as L-18 days, unless otherwise agreed upon and arranged by NASA and the Contractor.</p> <p>In the event of a launch scrub, the Contractor shall position clean facilities around the side hatch to allow access to the Late Access payload. If removal and storage is required, the payload shall be placed in a secure transport locker that provides cleanliness, power and data to the cargo inside, still contained in its original container, and be transported back to the Integration Facility for storage. Reintegration shall follow the typical launch campaign timeline with load into Dragon occurring at L-9 hours to ensure closeout at L-5 hours.</p>	<p>2.4.3.1. Standard Cargo</p> <p>NASA will turn over the standard cargo, which includes both external and internal cargo, to the Contractor at the Contractor's payload processing facility in accordance with the MIOMP (DRD C1-7). The Contractor shall perform all functions required to safeguard, stow, track and integrate the standard cargo into the orbital vehicle. These functions shall be applied to the cargo at the level delivered by NASA (at the ORU or bag level) or at the integrated assembly level for unpressurized cargo, if applicable.</p> <p>The Contractor shall accept NASA cargo as late as L-12 hours, unless otherwise agreed upon and arranged by NASA and the Contractor.</p> <p>In the event of a launch scrub, the Contractor shall position clean facilities around the side hatch to allow access to the Late Access payload. If removal and storage is required, the payload shall be placed in a secure transport locker that provides cleanliness, power and data to the cargo inside, still contained in its original container, and be transported back to the Integration Facility for storage. Reintegration shall follow the typical launch campaign timeline with load into Dragon occurring at L-9 hours to ensure closeout at L-5 hours.</p>
<p>2.4.3.2. Late Stow Cargo</p> <p>NASA will turn over the late stow cargo in accordance with the MIOMP (DRD C1-7). The Contractor shall perform all functions required to safeguard, stow, track and integrate the late stow cargo into the orbital vehicle. The Contractor shall document the late stow cargo for each mission within DRD C4-2 and DRD C6-1.</p>	<p>2.4.3.2. Late Stow Cargo</p> <p>NASA will turn over the late stow cargo in accordance with the MIOMP (DRD C1-7). The Contractor shall perform all functions required to safeguard, stow, track and integrate the late stow cargo into the orbital vehicle. The Contractor shall document the late stow cargo for each mission within DRD C4-2, DRD C6-1 and DRD C6-4.</p> <p>The Contractor shall provide the capability</p>

<p>The Contractor shall provide a mass simulator of items identified for late-load, allowing flexibility if the item does not meet the launch deadline. These items may include the direct mount, single or double locker equivalent payloads.</p>	<p>for a mass simulator of items identified for late-load, allowing flexibility if the item does not meet the launch deadline. These items may include the direct mount, single or double locker equivalent payloads.</p>
<p>2.4.5. Cargo Labeling</p> <p>The Contractor shall provide labeling requirements for any non-NASA cargo in the Initial MRAD (DRD C4-2). NASA will provide the appropriate labels to the Contractor prior to integration of the cargo into the vehicle. The Contractor will not be responsible for labeling or verification of labeling of NASA cargo. Contractor-manifested cargo that will not transfer to the ISS once on-orbit does not require labels from NASA.</p> <p>The Contractor shall accomplish the following tasks:</p> <ul style="list-style-type: none"> a) The Contractor shall affix Inventory Management System (IMS) bar code labels to Commercial payloads that will be transferred from the orbital vehicle to the ISS. b) The Contractor will not be responsible for labeling or verification of labeling of NASA cargo. However, the Contractor shall correlate IMS bar code numbers to stowage location data for all cargo flown and provide this data to NASA in accordance with the Final MRAD (DRD C6-1). c) The Contractor shall provide the locations of packed cargo per the Final MRAD (DRD C6-1) at L-3 months. 	<p>2.4.5. Cargo Labeling</p> <p>The Contractor shall provide labeling requirements for any non-NASA cargo in the Initial MRAD (DRD C4-2). NASA will provide the appropriate labels to the Contractor prior to integration of the cargo into the vehicle. The Contractor will not be responsible for labeling or verification of labeling of NASA cargo. Contractor-manifested cargo that will not transfer to the ISS once on-orbit does not require labels from NASA.</p> <p>The Contractor shall accomplish the following tasks:</p> <ul style="list-style-type: none"> a) The Contractor shall affix Inventory Management System (IMS) bar code labels to Commercial payloads that will be transferred from the orbital vehicle to the ISS. b) The Contractor will not be responsible for labeling or verification of labeling of NASA cargo. However, the Contractor shall correlate IMS bar code numbers to stowage location data for all cargo flown and provide this data to NASA in accordance with the Final MRAD (DRDC6-4). c) The Contractor shall provide the locations of packed cargo per the Delta MRAD (DRD C6-1) at L-3 months and the Final MRAD (DRDC6-4) at L-1 month.
<p>2.4.7. Cargo Return and/or Disposal</p> <p>The Contractor shall return or dispose</p>	<p>2.4.7. Cargo Return and/or Disposal</p> <p>The Contractor shall return or dispose</p>

<p>cargo per the return cargo complement identified prior to CIR or NLT L-5 months. The Contractor shall identify constraints to the on-orbit packing of cargo for return per the Final MRAD (DRD C6-1). NASA will maintain the capability to adjust the return cargo complement within the identified constraints while the orbital vehicle remains berthed to the ISS.</p>	<p>cargo per the return cargo complement identified prior to CIR or NLT L-5 months. The Contractor shall identify constraints to the on-orbit packing of cargo for return per the Final MRAD (DRD C6-4). NASA will maintain the capability to adjust the return cargo complement within the identified constraints while the orbital vehicle remains berthed to the ISS.</p>
<p>2.4.7.1. Cargo Return Configuration</p> <p>The Contractor shall deliver at L-1 month, per DRD C6-1, the return cargo configuration layout and analytical products required for un-berthing.</p>	<p>2.4.7.1. Cargo Return Configuration</p> <p>The Contractor shall deliver at L-1 month, per DRD 6-4, the return cargo configuration layout and analytical products required for un-berthing.</p>
<p>2.4.7.2. Accommodate Early Destow Cargo</p> <p>The Contractor shall return early destow cargo in accordance with the MIOMP (DRD C1-7). The Contractor shall document the early destow cargo for each mission within DRD C4-2 and DRD C6-1.</p>	<p>2.4.7.2. Accommodate Early Destow Cargo</p> <p>The Contractor shall return early destow cargo in accordance with the MIOMP (DRD C1-7). The Contractor shall document the early destow cargo for each mission within DRD C4-2, DRD C6-1 and DRD C6-4.</p>
<p>2.5.2.1. Integrated Cargo Safety Assessment</p> <p>Based on the information reported to NASA in the Initial MRAD (DRD C4-2), NASA will provide the Contractor with a copy of its initial cargo safety assessment at L-5 months for each mission. The Contractor shall submit an integrated cargo Phase III hazard report (DRD C5-2) per SSP 30599 at L-4 months, to ensure that</p>	<p>2.5.2.1. Integrated Cargo Safety Assessment</p> <p>Based on the information reported to NASA in the Initial MRAD (DRD C4-2), NASA will provide the Contractor with a copy of its initial cargo safety assessment at L-5 months for each mission. The Contractor shall submit an integrated cargo Phase III hazard report (DRD C5-2) per SSP 30599 at L-4 months, to ensure that</p>

the packaging of the cargo complement does not include hazards with insufficient controls. The Contractor shall submit a delta integrated cargo hazard report at L-6 weeks according to DRD C6-3 that represents the final integrated cargo hazard assessment provided to NASA.	the packaging of the cargo complement does not include hazards with insufficient controls. The Contractor shall submit delta integrated cargo hazard reports at L-3 months and final at L-1 month according to DRD C6-3 based on updated and final integrated cargo hazard assessments provided by NASA.
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7. Revised Table V.B-1 to add the following changes:

TABLE V.B-1 DRDS REQUIRED NEAR RFP RESPONSE

Item	Document	Approve/ Review	Initial Due Date	Recurrence	Reference
C1-1	Reserved				
C1-2	Mishap Notification, Investigation and Contingency Action Plan	Review	With Proposal	Updates at Program Reviews	SOW 2.5.4
C1-3	Reserved				
C1-4	Configuration Management Plan	Review	With Proposal	Updates at Program Reviews	SOW 2.1.2
C1-5	Export Control Plan	Approve	Contract Award +30 days	Updates at Program Reviews	SOW 2.1.3, 2.3.3.3.1
C1-6	Reserved				
C1-7	Mission Integration & Operations Management Plan	Approve	With Proposal	Updates at Program Reviews	SOW 2.1, 2.3.1, 2.4.3.1, 2.4.3.2, 2.4.7.2
C1-8	Work Plan	Approve	With Proposal	ATP minus 30 days and following ATP, within 30 days of any mission's schedule changes	SOW 2.3.1
C1-9	Reserved				
C-10	Safety Data Package	Review	When delivered to Range	Each mission	SOW 2.5.3

TABLE V.B-2 RECURRING DRDS

Item	Document	Approve/ Review	Initial Due Date	Recurrence	Reference
C2-1	Formal Review Documentation	Review	First formal review	At every review	SOW 2.1.1
C2-2	Integrated Schedules	Review	T.O. Award +30 days	Updated Biweekly	SOW 2.1.4

TABLE V.B-3 DRDS REQUIRED NEAR VBR

Item	Document	Approve/ Review	Initial Due Date	Recurrence	Reference
C3-1	Vehicle Interface Definition Document (IDD)	Approve	VBR for first mission	Updates only, at later VBRs	SOW 2.1.1.2, 2.2.2, 2.4.1
C3-2	External Cargo Interface Control Agreement	Approve	L-14 months	Each mission	SOW 2.4.1, 2.4.3
C3-3	Launch Vehicle Flight Software Input for IV&V Review	Review	VBR for first mission	Updates only, at later VBRs	SOW 2.1.1.2.1
C3-4	Launch Vehicle Guidance, Navigation and Controls Input for IV&V	Review	VBR for first mission	Updates only, at later VBRs	SOW 2.1.1.2.1
C3-5	Launch Vehicle Key Systems Qualification Data	Review	VBR for first mission	Updates only, at later VBRs	SOW 2.1.1.2.1

TABLE V.B-4 DRDS REQUIRED NEAR MIR

Item	Document	Approve/ Review	Initial Due Date	Recurrence	Reference
C4-1	Engineering Computer- Aided Design (CAD) Models	Review	MIR for first mission	Within 7 days of any updated drawing release	SOW 2.3.2
C4-2	Initial Mission Resource Allocation Document	Approve	L-10 months	Each mission	SOW 2.3, 2.4, 2.5.2.1
C4-3	Imagery Plan	Review			SOW 2.3.3.2
C4-4	Internal Cargo Interface Control Agreement	Approve	L-8 months	Each mission	SOW 2.4

C4-5	Mission Training	Approve	ATP L-22 mos	Each mission	SOW 2.3.3.4
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TABLE V.B-5 DRDS REQUIRED NEAR CIR

Item	Document	Approve/ Review	Initial Due Date	Recurrence	Reference
C5-1	Initial Flight Products	Review	L-5 months	Each mission	SOW 2.3.3.3
C5-2	Integrated Cargo Phase III Hazard Report	Approve	L-4 months	Each mission	SOW 2.5.2.1

TABLE V.B-6 DRDS REQUIRED NEAR LAUNCH

Item	Document	Approve/ Review	Initial Due Date	Recurrence	Reference
C6-1	Delta Mission Resource Allocation Document	Approve	L-3 months	Each mission	SOW 2.4
C6-2	Final Flight Products	Review	L-2 weeks	Each mission	SOW 2.3.3.3
C6-3	Delta Integrated Cargo Hazard Report	Approve	L-3 months and L-1 month	Each mission	SOW 2.5.2.1
C6-4	Final Mission Resource Allocation Document	Approve	L-1 months	Each mission	SOW 2.4

TABLE V.B-7 DRDS REQUIRED POST FLIGHT

Item	Document	Approve/ Review	Initial Due Date	Recurrence	Reference
C7-1	Preliminary Post Flight Assessment	Review	EOM+ 7 days	Per mission (telemetry only, on non-CRS missions)	SOW 2.1.1.2.4, 2.2.2, 2.6
C7-2	Final Post Flight Assessment	Review	EOM+ 60 days	Per mission including non-CRS missions	SOW 2.1.1.2.1, 2.6

8. Revise Data Requirement Description Number C4-2

C4-2: INITIAL MISSION RESOURCE ALLOCATION DOCUMENT (MRAD #1)
DESCRIPTION/PURPOSE:

To establish the allocation of resources and the technical requirements for integration of the cargo elements and their support hardware with the orbital vehicle pressurized module and external carrier system for each resupply mission. The associated analyses will provide the required assessment to show cargo compatibility with the associated vehicle environments defined in the IDD and vehicle compatibility with SSP 50808.

DATA REQUIREMENTS:

- a) The Contractor's format will be acceptable, except for those sections concerned with stowage and labeling data for payloads on ISS logistics missions.
- b) The report shall be in response to an initial NASA cargo complement delivered at L-12 months. The Contractor's response (this MRAD) shall address specific technical and operational issues pertaining to each proposed cargo item and contain recommendations for combining the proposed cargo items into an optimized internal and external configuration based on the priorities of the proposed cargo item and overall resource allocation.
- c) The MRAD shall be the source of accurate data pertaining to the mission-unique mass, volume and other resources allocated to each cargo item, and its supporting hardware, assigned to the Contractor.
- d) The following categories of requirements shall be included in this DRD:
 - 1) Mission physical configuration of the orbital vehicle pressurized module and external carrier, including ascent, on-orbit, and return stowage configurations (cargo layouts)
 - 2) Mass and volume allocations for each bag or individual cargo item and its support hardware to ensure future updates stay within acceptable mass/cg envelopes. (Updated JPIA for Pressurized cargo)
 - 3) Mission complement electrical power and energy all mission phases (as applicable)
 - 4) Command and data requirements
 - 5) Experiment/ORU thermal/environmental assessment including Launch to Activation Analysis for external cargo and flight profile
 - 6) Orbital vehicle dynamics and mass properties
 - 7) Robotic and berthing requirements
 - 8) Orbital vehicle structural math model
 - 9) Orbital vehicle thruster plume and firing history, propellant types
 - 10) Initial Verification Loads Analysis (VLA)
 - i) Report shall include expected pressurized cargo and ORU environments during all phases of flight and associated margins against NASA-provided environmental limits
 - ii) Report shall include guaranteed environment during flight
 - 11) Late access and/or early retrieval
 - 12) Flight operations support, standards for console time and ^{plan for} Certification status of support personnel
 - 13) Mission-unique hardware and government furnished equipment (GFE)
 - 14) Crew Equipment Interface Test Dates

- 15) Any vehicle design changes that may affect the requirements in SSP 50808 and associated analytical products necessary for the berthing of the Contractor's on-orbit vehicle.

9. Add Data Requirement Description Number C4-5

DATA REQUIREMENT DESCRIPTION

Number: C4-5

C4-5: MISSION TRAINING

DESCRIPTION/PURPOSE:

SpaceX will provide NASA personnel and ISS crews with necessary training to accomplish SpaceX missions. This DRD provides a mechanism for the Contractor to provide the generic and mission specific training plans to NASA for evaluation and concurrence.

Training plans will be provided to NASA at ATP and updated as required. (Crew revision at MIB, L-12 mos)

DATA REQUIREMENTS

- a) Fundamental Dragon spacecraft training plan for USOS crew nominally to occur within L-36 to L-24 months
- b) Focused mission training plan for USOS crews nominally to occur within L-24 to L-12 months
- c) Focused mission training or update briefing plan to Crew nominally occurring within L-12 to L-6 months
- d) Crew On Board training session on ingress/vehicle systems that have crew interface/cargo ops
- e) Unpressurized cargo training and rehearsal plan based on mission manifest including some amount of joint training to allow for adequate mission preparation.
- f) Flight control training plan and planned simulations
 - 1) Flight Specific Sims shall consist of objectives that include at least one Rndz to ISS resulting in capture, one attached phase and one unberthing and departure simulation. An additional objective of one off-nominal event resulting in a aborted/terminated Rndz, failed capture or off nominal unberth or departure will be performed.
 - 2) Simulations may occur in four separate events or all as one.

SpaceX developed crew training should include the following guidelines:

- 1) Fundamental spacecraft training should be executable within 1 eight hour session on one day no later than L-24 months
- 2) Focused mission training should be executable within (TBD)
- 3) Crew On Board training session on ingress/vehicle systems that have crew interface/cargo ops should be executable within 1 hour and occur no later than the day before vehicle Rendezvous

10. Revise Data Requirement Description Number C6-1

C6-1: DELTA MISSION RESOURCE ALLOCATION DOCUMENT (MRAD #2)

DESCRIPTION/PURPOSE:

To establish the allocation of resources and the technical requirements for integration of the cargo elements and their support hardware with the orbital vehicle pressurized module and external carrier system for each resupply mission. The associated analyses will provide the required assessment to show cargo compatibility with the associated vehicle environments defined in the IDD and vehicle compatibility with SSP 50808.

The Contractor shall provide a Delta MRAD that contains the updated analytical data as reported in the initial MRAD but is based on the NASA updated cargo complement and configuration.

DATA REQUIREMENTS:

- a) The Contractor's format will be acceptable, except for those sections concerned with stowage and labeling data for payloads on ISS logistics missions.
- b) The report shall be in response to the updated NASA cargo complement delivered NLT L-6 months. The Contractor's response shall contain the an optimized internal and external configuration based on the priorities of the proposed cargo item and overall resource allocation. Any technical or operational issues that could not be resolved shall be documented in the report with a recommended forward action plan. This report shall also capture the final planning and associated milestones with vehicle design changes that may affect the requirements in SSP 50808 and associated analytical products necessary for the berthing of the Contractor's on-orbit vehicle.
- c) The MRAD shall be the source of accurate data pertaining to the mission-unique mass, volume and other resources allocated to each cargo item, and its supporting hardware, assigned to the Contractor. All data shall be updated with the latest cargo complement.
- d) The following categories of requirements shall be included in this DRD with updates or final configuration data:
 - 1) Updated Mission physical configuration of the orbital vehicle pressurized module and external carrier, including ascent, on-orbit, and return stowage configurations (cargo layouts)
 - 2) Updated Mass and volume allocations for each bag or individual cargo item and its support hardware (Updated JPIA for Pressurized cargo)
 - 3) Final Mission complement electrical power and energy all mission phases (if changed)
 - 4) Final Command and data requirements if changed
 - 5) Final Experiment/ORU thermal/environmental assessment including Launch to Activation Analysis for external cargo and flight profile
 - 6) Updated Orbital vehicle dynamics and mass properties
 - 7) Final Robotic/berthing requirements if changed

- 8) Final Orbital vehicle structural math model if changed
- 9) Final Orbital vehicle thruster plume and firing history, propellant types if changed
- 10) Final Verification Loads Analysis (VLA)
 - i) Report shall include expected ORU environment during all phases of flight and associated margins against NASA-provided environmental limits
 - ii) Report shall include guaranteed environment during flight
- 11) Updated plan for late access and/or early retrieval if changed
- 12) Final Flight operations support plan if changed
- 13) Additional Mission-unique hardware and GFE requested and Development plan if changed
- 14) Final Crew Equipment Interface Test Dates
- 15) IMS Bar Code Report including Transfer Bag or Item Name (from label), serial number, IMS bar code label and size

11. Add Data Requirement Description Number C6-4

C6-4: FINAL MISSION RESOURCE ALLOCATION DOCUMENT (MRAD #3)

DESCRIPTION/PURPOSE:

To establish the allocation of resources and the technical requirements for integration of the cargo elements and their support hardware with the orbital vehicle pressurized module and external carrier system for each resupply mission. The associated analyses will provide the required assessment to show cargo compatibility with the associated vehicle environments defined in the IDD and vehicle compatibility with SSP 50808.

The Contractor shall provide an Final MRAD that contains the analytical data required for the final cargo complement and configuration.

DATA REQUIREMENTS:

- e) The Contractor's format will be acceptable, except for those sections concerned with stowage and labeling data for payloads on ISS logistics missions.
- f) The report shall be in response to a final set of NASA cargo complement delivered at L-6 weeks (Pressurized cargo complement changes only). The Contractor's response shall contain the an optimized internal and external configuration based on the priorities of the proposed cargo item and overall resource allocation. Any technical or operational issues that could not be resolved shall be documented in the report with a recommended forward action plan. This report shall also capture the final planning and associated milestones with vehicle design changes that may affect the requirements in SSP 50808 and associated analytical products necessary for the berthing of the Contractor's on-orbit vehicle.
- g) The MRAD shall be the source of accurate data pertaining to the mission-unique mass, volume and other resources allocated to each cargo item, and its supporting hardware, assigned to the Contractor. All data shall be updated with the latest cargo complement.

- h) The following categories of requirements shall be included in this DRD based on final pressurized cargo data:
- 1) Mission physical configuration of the orbital vehicle pressurized module including ascent, on-orbit, and return stowage configurations (cargo layouts)
 - 2) Mass and volume allocations for each bag or individual cargo item and its support hardware (Updated launch and return JPIA only)
 - 3) Final Mission complement electrical power and energy all mission phases (as applicable) if changed
 - 4) Final Mass property data – Actual weighted values for Dragon vehicle
 - 5) Final plan for late access and/or early retrieval if changed
 - 6) Updated IMS Bar Code Report including Transfer Bag or Item Name (from label), serial number, IMS bar code label and size if changed

12. Revise Attachment V.F. entitled Standard Resupply Service – Standard External Cargo Complement

A. ORBITAL REPLACEMENT UNITS (ORUs)

1. Direct Current Switching Unit (DCSU)*
2. Main Bus Switching Unit (MBSU)*
3. Pump Module Assembly (PMA)
4. Utility Transfer Assembly (UTA)
5. Nitrogen Resupply Bottle (NRB)
6. Flexible Hose Rotary Coupler (FHRC)
7. Control Moment Gyroscope (CMG)
8. Flight Releasable Attach Mechanism-based ORUs**

* denotes also compatible with SPDM. If their FSE is designed for SPDM-compatibility, an EVA is not required for removal and reinstallation.
** FRAM-based ORUs shall meet the requirements identified in the NASA FRAM Interface Definition Document (IDD)

13. Add SAPA Small Adapter Plate Assembly to Attachment V.H., Acronyms and Abbreviations

14. Add additional Consumable items to Attachment V.K., Table V.K.1.

Table V.K.1. GOVERNMENT-SUPPLIED HARDWARE

ITEM		RETURN STATUS
1	Flight Releasable Grapple Fixture (FRGF)	Consumable Item
2	EVA/IVA Labels	Consumable Item
3	NASA Standard Detonators	Consumable Item
4	MTC Target for FRAMs	Consumable Item
5	EVA Handrails for FRAMs	Consumable Item

15. Revise Attachment V.L., Applicable and Reference Documents Table

Applicable Documents

Document #	Revision	Document Title
49 U.S.C. Subtitle IX, Ch. 701		Commercial Space Launch Activities
14 C.F.R. Ch. III		FAA Commercial Space Transportation Regulations
AS9100	B	Aerospace Quality Management Systems Requirements
ISO 90003	2004	Software Engineering -- Guidelines for the Application of ISO 9001:2000 to Computer Software
NPR 1600.1	I	NPR for Security Programs
NPR 2810.1	A	Security of Information Technology
NPR 8715.6	Baseline	NPR for Limiting Orbital Debris
SN-C-0005	D	Space Shuttle Contamination Control Requirements
SSP-30309	E	Safety Analysis and Risk Assessment Requirements Document
SSP-30599	D	Safety Review Process
SSP-42003	Part 1: G Part 2: B	Space Station Manned Base to Mobile Servicing System ICD
SSP-50190	E	Contingency Action Plan
SSP-50525	Baseline	Security Management Plan
SSP-50808	B	ISS Interface Requirements Document
SSP-50833	Baseline	NASA Cargo IRD

Reference Documents

Document #	Revision	Document Title
NPR 8621.1	B	Mishap and Close Call Reporting, Investigating and Recordkeeping
NPR 8715.3	C	NASA General Safety Requirements
NASA-STD 8739.8	1	Software Assurance Standard
SSP-50123	C	Configuration Management Handbook
SSP 57012	Baseline	ISS External Flight-Releasable Attachment Mechanism (FRAM) - Based Payload Common Launch Interface Requirement Document (IRD)
SSP 50835	B	ISS Pressurized Volume Hardware Common Interface Requirements Document

B. Contractor Statement of Release

In consideration of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's ISS Integration 50% Completion Milestone Adjustment," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the need for this adjustment.

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000027		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200369367	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Johnson Space Center Attn: BG / Eric J. Schell 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (If other than item 6) NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACEX 1 ROCKET RD HAWTHORNE CA 90250		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
CODE 3EVL8 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA048		10B. DATED (SEE ITEM 13) 02/26/2009	

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:

(b) (4)

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	Clause II.A.2., WFS 1052-232-77, Limitation of Funds (Fixed-Price Contract) (Mar 1999)

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

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

See continuation page...

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		15D. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Eric Schell Donald T. Johnson		15E. UNITED STATES OF AMERICA		15F. DATE SIGNED 12/23/10	

NEV 7540-01-152-8070
Previous edition unusable

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

The purpose of this modification is to:

1. Increase funding on this contract from (b) (4) to (b) (4)
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):
 - (a) Of the total price of CLINs 0001 through 0004, the sum of (b) (4) is presently available for payment and allotted to this contract.
 - (c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)
3. Replacement pages are provided herein.
4. All other terms and conditions remain unchanged and in full force and effect.

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

- (a) Of the total price of CLINs 0001 through 0004, the sum of (b) (4) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in Clause II.A.6, until the total price of said CLINs is allotted.
- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to Section II, Clause 52.212-4(l), Termination for the Government's Convenience, of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in contract Section II, Clause 52.212-4(l) notwithstanding.
- (c) Reserved.
 - (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)
 - (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next sixty (60) days the work will reach a point at which, if the contract is terminated pursuant to contract Section II, Clause 52.212-4(l) of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1.
 - (3) Reserved.
 - (i) The notice shall state the estimate when the point referred to in paragraph I(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
 - (ii) The Contractor shall, sixty (60) days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
 - (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall,

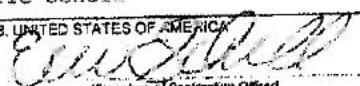
upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to contract Section II, Clause 52.212-4(l).

- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price(s) (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Termination for Cause clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to contract Section II, Clause 52.212-4(l).

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000028		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200400113	
5. PROJECT NO. (if applicable)		6. ISSUED BY NASA/Johnson Space Center Attn: BG / Eric J. Schell 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (if other than Item 6) NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACE X 1 ROCKET RD HAWTHORNE CA 90250		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 3BVL8 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. 12NJ09GA04B		10B. DATED (SEE ITEM 13) 12/23/2008	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.</p> <p>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 9 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.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule		Net Increase: (b) (4)			
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 Clause 11.A.2., HFS 1552-232-77, Limitation of Funds (Fixed-Price Contract) (Mar 1989)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See continuation page...					

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) Eric Schell		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Eric Schell	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 7/21/11

The purpose of this modification is to:

1. Increase funding on this contract from (b) (4) to (b) (4)
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):
 - (a) Of the total price of CLINs 0001 through 0004, the sum of (b) (4) is presently available for payment and allotted to this contract.
 - (c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)
3. Replacement pages are provided herein.
4. All other terms and conditions remain unchanged and in full force and effect.

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

- (a) Of the total price of CLINs 0001 through 0004, the sum of (b) (4) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in Clause II.A.6, until the total price of said CLINs is allotted.
- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to Section II, Clause 52.212-4(l), Termination for the Government's Convenience, of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(i) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in contract Section II, Clause 52.212-4(l) notwithstanding.
- (c) Reserved.
 - (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)
 - (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next sixty (60) days the work will reach a point at which, if the contract is terminated pursuant to contract Section II, Clause 52.212-4(l) of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(i) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1.
 - (3) Reserved.
 - (i) The notice shall state the estimate when the point referred to in paragraph I(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
 - (ii) The Contractor shall, sixty (60) days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
 - (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall,

upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to contract Section II, Clause 52.212-4(l).

- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price(s) (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Termination for Cause clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to contract Section II, Clause 52.212-4(l).

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 000029	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200403411	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696	CODE JSC	7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77052-3696	CODE JSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) SPACEX 1 ROCKET RD HAWTHORNE CA 90250		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA01B 10B. DATED (SEE ITEM 13) 12/23/2008	
CODE BEVL8	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:

(b) (4)

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	D. OTHER (Specify type of modification and authority) Changed P.L.A.S., NYS 1657-231-77, Limitation of Funds (Fixed-Price Contract) (Mar 1999)

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

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

See Continuation Page....

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) Sharan D. Lofton		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sharan D. Lofton	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. UNITED STATES OF AMERICA Sharan D. Lofton (Signature of Contracting Officer)	16C. DATE SIGNED 08/05/2011
(Signature of person authorized to sign)			

NSN 7540-01-152-9070
Previous edition unusable

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

The purpose of this modification is to:

1. Increase funding on this contract from (b) (4) to (b) (4)
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):
 - (a) Of the total price of CLINs 0001 through 0004, the sum of (b) (4) is presently available for payment and allotted to this contract.
 - (c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)
3. Revise Attachment V.M., of the conformed contract to display the most current list of Task Orders issued to date under CLIN 0003.
4. Replacement pages are provided herein.
5. All other terms and conditions remain unchanged and in full force and effect.

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

- (a) Of the total price of CLINs 0001 through 0004, the sum of (b) (4) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in Clause II.A.6, until the total price of said CLINs is allotted.
- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to Section II, Clause 52.212-4(l), Termination for the Government's Convenience, of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in contract Section II, Clause 52.212-4(l) notwithstanding.
- (c) Reserved.
 - (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)
 - (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next sixty (60) days the work will reach a point at which, if the contract is terminated pursuant to contract Section II, Clause 52.212-4(l) of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1.
 - (3) Reserved.
 - (i) The notice shall state the estimate when the point referred to in paragraph I(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
 - (ii) The Contractor shall, sixty (60) days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
 - (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall,

upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to contract Section II, Clause 52.212-4(l).

- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price(s) (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Termination for Cause clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to contract Section II, Clause 52.212-4(l).

(End of clause)

This Sub-CLIN Schedule provides contract details for task orders issued under CLIN 0003.

[illegible]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 000030	3. EFFECTIVE DATE Sec Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200406037	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696	CODE JSC	7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696	CODE JSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACE X 1 ROCKET RD HAWTHORNE CA 90250		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B 10B. DATED (SEE ITEM 13) 12/23/2008	
CODE 3BVL8	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:

(b) (4)

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	D. OTHER (Specify type of modification and authority) Clause II.A.2., HFS 1852-232-77, Limitation of Funds (Fixed-Price Contract) (Mar 1989)
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.	

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

See continuation page...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070
Previous edition unusable

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

The purpose of this modification is to:

1. Increase funding on this contract from (b) (4) to (b) (4)
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):
 - (a) Of the total price of CLINs 0001 through 0004, the sum of (b) (4) is presently available for payment and allotted to this contract.
 - (c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)
3. Replacement pages are provided herein.
4. All other terms and conditions remain unchanged and in full force and effect.

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

- (a) Of the total price of CLINs 0001 through 0004, the sum of (b) (4) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in Clause II.A.6, until the total price of said CLINs is allotted.
- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to Section II, Clause 52.212-4(l), Termination for the Government's Convenience, of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in contract Section II, Clause 52.212-4(l) notwithstanding.
- (c) Reserved.
 - (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)
 - (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next sixty (60) days the work will reach a point at which, if the contract is terminated pursuant to contract Section II, Clause 52.212-4(l) of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1.
 - (3) Reserved.
 - (i) The notice shall state the estimate when the point referred to in paragraph I(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
 - (ii) The Contractor shall, sixty (60) days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
 - (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall,

upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to contract Section II, Clause 52.212-4(l).

- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price(s) (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Termination for Cause clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to contract Section II, Clause 52.212-4(l).

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 00030A		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ NO	
6. ISSUED BY NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696		CODE JSC		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACEEX 1 ROCKET RD HAWTHORNE CA 90250		(x) 9A. AMENDMENT OF SOLICITATION NO.		7. ADMINISTERED BY (If other than item 6) NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696	
CODE 3BVL8		FACILITY CODE		90. DATED (SEE ITEM 11) 12/23/2008	
		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04E		10B. DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 16, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Decrease:

(b) (4)

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(c).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause 11.A.2., HPS 1052-232-77, Limitation of Funds (Fixed-Price Contract) (Mar 1989)

14. 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.)

Change funds from FY11 to FY10 to ensure costing. See continuation pg...

15A. NAME AND TITLE OF SIGNER (Type or print) Sharan D. Lofton		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sharan D. Lofton	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Sharan D. Lofton (Signature of Contracting Officer)	16C. DATE SIGNED 08/24/2011

The purpose of this modification is to:

1. Change funds from FY 11 to FY 10 to ensure costing by de-obligating (b) (4).
As a result, funding on this contract decreased from (b) (4) to (b) (4).
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed -- Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):
 - (a) Of the total price of CLINs 0001 through 0004, the sum of (b) (4) is presently available for payment and allotted to this contract.
 - (c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4).
3. Replacement pages are provided herein.
4. All other terms and conditions remain unchanged and in full force and effect.

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

- (a) Of the total price of CLINs 0001 through 0004, the sum of (b) (4) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in Clause II.A.6, until the total price of said CLINs is allotted.
- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to Section II, Clause 52.212-4(l), Termination for the Government's Convenience, of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in contract Section II, Clause 52.212-4(l) notwithstanding.
- (c) Reserved.
- (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)
- (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next sixty (60) days the work will reach a point at which, if the contract is terminated pursuant to contract Section II, Clause 52.212-4(l) of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1.
- (3) Reserved.
- (i) The notice shall state the estimate when the point referred to in paragraph I(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
- (ii) The Contractor shall, sixty (60) days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
- (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall,

upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to contract Section II, Clause 52.212-4(l).

- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price(s) (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Termination for Cause clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to contract Section II, Clause 52.212-4(l).

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000031		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200409395	
6. ISSUED BY NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696		CODE JSC		5. PROJECT NO. (if applicable) 7. ADMINISTERED BY (if other than item 6) NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACEX 1 ROCKET RD HAWTHORNE CA 90250		(X)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B	
				10B. DATED (SEE ITEM 13) 12/23/2008	
CODE 3BVL8		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule		Net Increase:		(b) (4)	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X		D. OTHER (Specify type of modification and authority) Clause II.A.2., NFS 1852-232-77, Limitation of Funds (Fixed-Price Contract) (Mar 1989)			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 0 _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See continuation page...					

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) <i>Sharan D. Lofton</i>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Sharan D. Lofton</i>	16C. DATE SIGNED 09/23/2011
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of this modification is to:

1. Increase funds on this contract from (b) (4) to (b) (4)
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):
 - (a) Of the total price of CLINs 0001 through 0004, the sum of (b) (4) is presently available for payment and allotted to this contract.
 - (c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)
3. Replacement pages are provided herein.
4. All other terms and conditions remain unchanged and in full force and effect.

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

- (a) Of the total price of CLINs 0001 through 0004, the sum of (b) (4) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in Clause II.A.6, until the total price of said CLINs is allotted.
- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to Section II, Clause 52.212-4(l), Termination for the Government's Convenience, of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in contract Section II, Clause 52.212-4(l) notwithstanding.
- (c) Reserved.
 - (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)
 - (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next sixty (60) days the work will reach a point at which, if the contract is terminated pursuant to contract Section II, Clause 52.212-4(l) of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1.
 - (3) Reserved.
 - (i) The notice shall state the estimate when the point referred to in paragraph I(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
 - (ii) The Contractor shall, sixty (60) days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
 - (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall,

upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to contract Section II, Clause 52.212-4(l).

- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price(s) (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Termination for Cause clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to contract Section II, Clause 52.212-4(l).

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000032		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200418557	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACE X 1 ROCKET RD HAWTHORNE CA 90250		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 3BVL8 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B		10B. DATED (SEE ITEM 13) 12/23/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: (b) (4)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause II.A.2., NFS 1852-232-77, Limitation of Funds (Fixed-Price Contract) (Mar 1989)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 copies to the issuing office.

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

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) Sharan D. Lofton		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sharan D. Lofton	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA Sharan D. Lofton (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED 12/12/2011	

The purpose of this modification is to:

1. Increase funds on this contract from (b) (4) to (b) (4)
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed -- Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):
 - (a) Of the total price of CLINs 0001 through 0004, the sum of (b) (4) is presently available for payment and allotted to this contract.
 - (c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)
3. Replacement pages are provided herein.
4. All other terms and conditions remain unchanged and in full force and effect.

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

- (a) Of the total price of CLINs 0001 through 0004, the sum of (b) (4) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in Clause II.A.6, until the total price of said CLINs is allotted.
- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to Section II, Clause 52.212-4(l), Termination for the Government's Convenience, of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in contract Section II, Clause 52.212-4(l) notwithstanding.
- (c) Reserved.
 - (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)
 - (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next sixty (60) days the work will reach a point at which, if the contract is terminated pursuant to contract Section II, Clause 52.212-4(l) of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1.
 - (3) Reserved.
 - (i) The notice shall state the estimate when the point referred to in paragraph I(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
 - (ii) The Contractor shall, sixty (60) days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
 - (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall,

upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to contract Section II, Clause 52.212-4(l).

- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price(s) (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Termination for Cause clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to contract Section II, Clause 52.212-4(l).

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 16
2. AMENDMENT/MODIFICATION NO. 000033	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: BG / Eric Schell 2101 NASA Parkway Houston TX 77058-3696	CODE JSC	7. ADMINISTERED BY (if other than item 6) NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696	CODE JSC
8. NAME AND ADDRESS OF CONTRACTOR (ftr, street, county, state and ZIP Code) SPACEX 1 ROCKET RD HAWTHORNE CA 90250		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B 10B. DATED (SEE ITEM 13) 12/23/2008	
CODE 3BVL8	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 CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.



CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, 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: Clause II.A.10: FAR 52.243-1, Changes - Fixed Price (Deviation) (August 1987), Alternate II
	D. OTHER (specify type of modification and authority)

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

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

See continuation page...

Except as provided herein, all terms and conditions of the document referenced in item 6A or 10A, as heretofore changed, remains unchanged and in full force and effect.

16A. NAME AND TITLE OF SIGNER (Type or print) Julie Tien Contracts Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sharan D. Lofton
16B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
16C. DATE SIGNED 20 Dec 11	16C. DATE SIGNED 12/20/2011

HSN 7840-01-152-8070
Previous edition unusable

STANDARD FORM 39 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. The purpose of this modification is to implement a Launch on Need (LON) capability in the event there's an interruption in the provision of cargo from any of the existing cargo providers, in accordance with ILA.10: FAR 52.543-1, Changes-Fixed Price (Deviation) (August 1987), Alternate II through the life of the contract for missions 2 through 12.

Attachment: Space Exploration Technologies proposal entitled, ISS Cargo Re-Supply Launch On Need Proposal, dated December 14, 2011.

2. This change provides the government with:

- a. An opportunity to increase program flexibility with no net additional cost.
- b. A cost effective way to manage the ISS's up and return cargo needs.
- c. Reduces risk associated with cargo re-supply missions.

These benefits are achieved with no additional cost risk to the government since milestone payments associated with LON will not be made until the NASA COTR has certified that the work required for that milestone has been completed.

3. The following technical capabilities shall be met:

- Next vehicle ready one month prior to launch of any planned vehicle
- LON launch can be two months after launch of planned vehicle
- Planned cargo for next launch as LON cargo
- Starts December 2011
- The manifest may consist of a full complement of pressurized cargo including standard powered payloads and standard late load for launch and return

4. Launch on Need Capability Readiness Milestones will be paid as specified in the following table:

Table 1: Launch on Need Capability Readiness Milestones

Item	Content & SpX Deliverables	Data Requirements Description (DRDs)	NASA Deliverables	Payment %	Timing
ATP LON Capability	(b) (4)			(b) (4)	
Final Capability Deliverable					

(b) (4)

6. Standard Mission Work Plans for impacted Missions will need to be revised to incorporate how SpaceX will meet the revisions to the statement of work (SOW) as outlined below.

7. Revise the contract statement of work (SOW) to add the following language:

Current Contract	Modified Contract
<p>2.1.1.2.1 VEHICLE BASELINE REVIEW</p> <p>At not later than L-18 months, the Contractor shall allow NASA to participate in a Contractor review that establishes the integrated mission vehicle configuration (launch vehicle and orbital vehicle). The intent of the VBR is to establish the baseline vehicle for the mission and identify any design changes from the previous mission vehicle and the corresponding plans for executing and verifying these changes.</p> <p>(A) MISSION BASELINE VEHICLE</p> <p>The Contractor shall, at this review:</p> <ul style="list-style-type: none">a) Establish a baseline launch and orbital vehicle configuration so that subsequent mission integration efforts have definite launch and orbital environments and performance capabilities identified.b) With NASA approval, reconfirm the 90-day delivery window.c) Provide the instrumentation plan as defined in the Vehicle IDD (DRD C3-1).	<p>2.1.1.2.1 VEHICLE BASELINE REVIEW</p> <p>At not later than L-18 months, the Contractor shall allow NASA to participate in a Contractor review that establishes the integrated mission vehicle configuration (launch vehicle and orbital vehicle). The intent of the VBR is to establish the baseline vehicle for the mission and identify any design changes from the previous mission vehicle and the corresponding plans for executing and verifying these changes.</p> <p>(A) MISSION BASELINE VEHICLE</p> <p>The Contractor shall, at this review:</p> <ul style="list-style-type: none">a) Establish a baseline launch and orbital vehicle configuration so that subsequent mission integration efforts have definite launch and orbital environments and performance capabilities identified.b) With NASA approval, reconfirm the 90-day delivery window.c) Provide the instrumentation plan as defined in the Vehicle IDD (DRD C3-1).d) Present a hardware development schedule that meets Launch on Need readiness criteria

<p>2.1.1.2.2 MISSION INTEGRATION REVIEW</p> <p>At not later than L-13 months, the Contractor shall allow NASA to participate in a review that provides NASA with a current mission integration status. NASA will utilize the information presented at this review to determine if the planned delivery date is achievable and if integration efforts should continue.</p> <p>(A) MISSION BASELINE VEHICLE</p> <p>The Contractor shall, at this review:</p> <ul style="list-style-type: none"> a) Establish a 30 day window for cargo delivery to ISS. b) Provide updates to the instrumentation plan as defined in the Vehicle IDD (DRD C3-1). c) Provide initial data and parameters for Mission Success Determination. d) Present the external cargo carrier layout for approval by NASA, if applicable. 	<p>2.1.1.2.2 MISSION INTEGRATION REVIEW</p> <p>At not later than L-13 months, the Contractor shall allow NASA to participate in a review that provides NASA with a current mission integration status. NASA will utilize the information presented at this review to determine if the planned delivery date is achievable and if integration efforts should continue.</p> <p>(A) MISSION BASELINE VEHICLE</p> <p>The Contractor shall, at this review:</p> <ul style="list-style-type: none"> a) Establish a 30 day window for cargo delivery to ISS. b) Provide updates to the instrumentation plan as defined in the Vehicle IDD (DRD C3-1). c) Provide initial data and parameters for Mission Success Determination. d) Present the external cargo carrier layout for approval by NASA, if applicable. e) Present the status of hardware production according to LON schedule
<p>2.1.1.2.3. CARGO INTEGRATION REVIEW</p> <p>At not later than L-4 months, the Contractor shall allow NASA to participate in a review that allows NASA to assess if the Contractor will be ready for NASA cargo turnover at L-3 months. A status of all open items presented in both the VBR and MIR shall be presented at this review. All mission unique design qualification and acceptance testing, unless no-test factors of safety are used, shall have been</p>	<p>2.1.1.2.3. CARGO INTEGRATION REVIEW</p> <p>At not later than L-4 months, the Contractor shall allow NASA to participate in a review that allows NASA to assess if the Contractor will be ready for NASA cargo turnover at L-3 months. A status of all open items presented in both the VBR and MIR shall be presented at this review. All mission unique design qualification and acceptance testing, unless no-test factors of safety are used, shall have been</p>

<p>accomplished. For open items, low schedule risk plans for completion shall be presented. All milestones to this point shall have been met.</p> <p>The Contractor shall, at this review:</p> <ul style="list-style-type: none">a) At this review, the Contractor and NASA shall mutually agree on a delivery window of 14 days.b) Provide the final instrumentation plan as defined in the Vehicle IDD (DRD C3-1).c) Present evidence of verification closures for mission unique designs and requirements.d) Present evidence of verification closures for all open SSP 50808 requirements.e) Provide all analytical assessments that show the compatibility of NASA cargo with the launch and orbital vehicle such as integrated loads, Launch to Activation thermal assessments, electromagnetic interference (EMI), and power.f) Present evidence that all Safety Assessments have been approved by NASA.g) Provide final data and parameters for mission success determination.	<p>accomplished. For open items, low schedule risk plans for completion shall be presented. All milestones to this point shall have been met.</p> <p>The Contractor shall, at this review:</p> <ul style="list-style-type: none">a) At this review, the Contractor and NASA shall mutually agree on a delivery window of 14 days.b) Provide the final instrumentation plan as defined in the Vehicle IDD (DRD C3-1).c) Present evidence of verification closures for mission unique designs and requirements.d) Present evidence of verification closures for all open SSP 50808 requirements.e) Provide all analytical assessments that show the compatibility of NASA cargo with the launch and orbital vehicle such as integrated loads, Launch to Activation thermal assessments, electromagnetic interference (EMI), and power.f) Present evidence that all Safety Assessments have been approved by NASA.g) Provide final data and parameters for mission success determination.h) Provide status of the hardware production according to the LON schedule
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NNJ09GA04B
Modification 33

6

8. This modification also revises clause II.A.31 entitled, Key Personnel and Facilities.

9. All other terms and conditions of NNJ09GA04B remain unchanged and in full effect.

SPACEX

Space Exploration Technologies

ISS Cargo Re-Supply Launch On Need Proposal

December 14, 2011

Revision 1.0

Revision 1.1 December 14, 2011

Submitted by

Gwynne Shotwell, President

Ref: NASA Cargo Resupply Services (CRS) Contract NNU09GA04B

For contractual matters, please contact:

Julie Jiru

(b) (4)

For technical matters, please contact:

(b) (4)

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X = Redact full page

Executive Summary

(b) (4)

(b) (4)

This proposal is compliant with the terms of CRS contract #NNJ09GA04B, the SOW, and the requirements of the Request for Proposal – International Space Station (ISS) Cargo Resupply Launch on Need (LON).

Introduction

(b) (4)

Ground Rules and Assumptions

(b) (4)

(b) (4)

Definitions

(b) (4)

Top Level Work Plan and Schedule

(b) (4)

(b) (4)

Table 1: Launch on Need Capability Readiness Milestones (Top Level)

Item	Content and SpaceX Deliverables	Data Requirement Description (DRDs)	NASA Deliverables	Payment Percentage	Timing
Authorization to Proceed (ATP) LON Capability	(b) (4)			(b) (4)	
Final Capability Deliverable					

Table 2: Proposed Launch on Need Mission Execution Milestones

Item	Content and SpaceX Deliverables	Data Requirement Description (DRDs)	NASA Deliverables	Payment Percentage	Timing
LON call-up	(b) (4)	C3-1 Vehicle Interface Definition Document (IDD) (if different for the LON mission) C3-3 Launch Vehicle Flight Software Input for IV&V Review (if different for the LON mission) C3-4 Launch Vehicle GNC Input for IV&V (if different for the LON mission) C3-5 Launch Vehicle Key Systems Qualification Data (if different for the LON mission) C4-1 Engineering CAD Models (if different for the LON mission)	(b) (4)		(b) (4)
MIR Equivalent		MIR data as needed (if different for the LON mission)			

Item	Content and SpaceX Deliverables	Data Requirement Description (DRDs)	NASA Deliverables	Payment Percentage	Timing
Cargo Integration Review (CIR)		C4-2/C6-1/C6-4 Mission Resource Allocation Document (MRAD) CS-1 Flight Products CS-2/C6-3 Integrated Cargo Phase III Hazard Report C4-4 Internal Cargo Interface Control Agreement (if needed) C4-5 Mission Training	Final mission success criteria and percentage of the final payment (agreement) Updated pressurized cargo complement Return cargo complement	(b) (4)	(b) (4)
System Readiness Review (SRR)	(b) (4)	C6-2 Final Flight Products Load Plan from JPIA (satisfies delta MRAD) Imagery per C4-3 Pre-Flight Imagery Plan	Cargo Safety Assessment Updated Press Cargo Complement (Launch and Return) Final Flight Products NASA nominal cargo turnover to SpaceX		(b) (4)
Flight and Launch Readiness Review					
Launch					
Delivery of					

cargo to ISS					
		C7-1 Preliminary Post Flight Assessment			(b) (4)
Post Flight Review		C7-2 Final Post Flight Assessment	Data supporting cargo status	(b) (4)	

LON Financial Information

(b) (4)

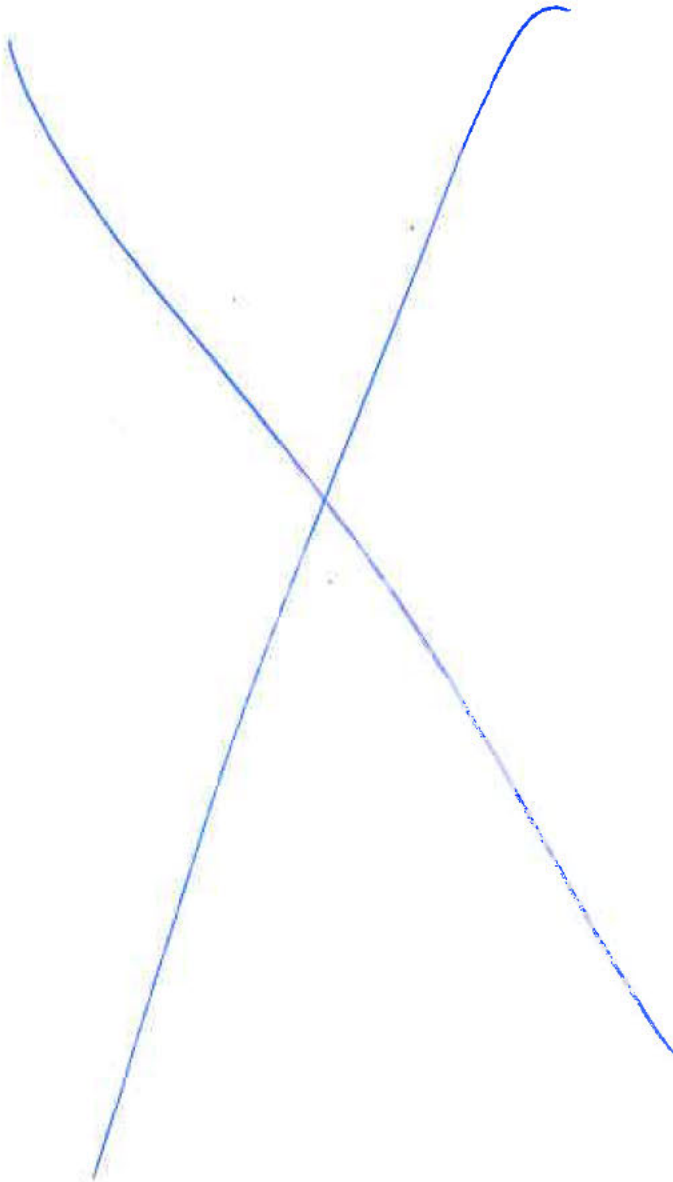
Table 3: Sample Re-payment Schedule—Repayment on CRS 12

	LOW Capability	LOW Final Capability	CRS 12 ATP	CRS 12 VBR	CRS 12 MIR	CRS 12 CIR	CRS 12 Launch	CRS 12 Post-Flight
Contract Payment %	(b) (4)							
CRS 12								
LOW Capability Payments								
Action								
Net to SpaceX								
Net Repayment of \$104M								

15

Appendix A: System Description

Material Previously Provided



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000034		3. EFFECTIVE DATE See Block 16C		4. REQUESTION/PURCHASE REQ. NO.	
5. ISSUED BY NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696		6. CODE JSC		7. ADMINISTERED BY (if other than Item 5) NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (Full, street, county, State and ZIP Code) SPACEX 1 ROCKET RD HAWTHORNE CA 90250		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
CODE 3BV18 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B		10B. DATED (SEE ITEM 11) 12/23/2008	

☐ 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 48.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause II.A.10: FAR 52.243-1, Changes - Fixed Price (Deviation) (August 1987), Alternate II
	D. OTHER (specify type of modification and authority)

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

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

See continuation page...

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Peter Capozzoli, Mission Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sharan D. Lofton	
15B. CONTRACTOR/OFFEROR <i>[Signature]</i>	15C. DATE SIGNED 12/21/2011	16B. UNITED STATES OF AMERICA <i>[Signature]</i>	16C. DATE SIGNED 12-22-2011

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-88)
Prescribed by GSA
FAR (48 CFR) 83.243

1. The purpose of this modification is to update the Contract Statement of Work, Section 2.0, Standard Resupply Mission (CLIN 0001), page 51 due to updates to the Mission 3 Work Plan as detailed below:

Current Contract:

After CRS Mission 4, the contractor will provide a Launch of Need capability for the launch of a Small Adapter Plate Assembly (SAPA) mounted Orbital Replacement Unit (ORU). To accommodate this provision, SpaceX will maintain in inventory one (1) SAPA to be used to launch a NASA defined ORU. LON manifest need dates, NASA deliverables and SpaceX analytical cycle is defined in the MIOMP (DRD C1-7).

Modified Contract:

After CRS Mission 4, the contractor will provide an inventory to ensure readiness for the launch of a Small Adapter Plate Assembly (SAPA,) EXPRESS Pallet Adapter (ExPA,) or Columbus External Payload Adapter (CEPA) mounted Orbital Replacement Unit (ORU). To accommodate this provision, SpaceX will maintain in inventory one (1) SAPA to be used to launch a NASA defined ORU. LON manifest need dates, NASA deliverables and SpaceX analytical cycle is defined in the MIOMP (DRD C1-7).

2. All other terms and conditions of NNJ09GA04B remain unchanged and in full effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000035		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696	
CODE JSC		CODE JSC			
8. NAME AND ADDRESS OF CONTRACTOR (Via, street, county, State and ZIP Code) SPACEX 1 ROCKET RD HAWTHORNE CA 90250		(X) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 35V18		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B	
				10B. DATED (SEE ITEM 13) 12/23/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is 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 16, 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:
	D. OTHER (Specify type of modification and authority)
X	Mutual Agreement of the Parties


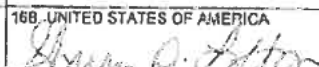
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return _____ 1 _____ copies to the issuing office.

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

The purpose of this modification is to add Clause II.A.32, Government's Right to Remotely Sensed Data and revise Clause II.A.31, entitled Key Personnel and Facilities, adding Andrew Lambert as Vice President of Production; removing Chris Thompson; and changing Tim Buzza's title to Vice President of Launch and Test. Additionally, this modification updates Attachment V.M., Special Task Assignments and Studies Sub-CLIN Schedule for CLIN 0003; replacement pages are provided herein.

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

Except as provided herein, all terms and conditions of the documents 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) Julie A. Jiru / Contracts Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sharan D. Lofton	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C. DATE SIGNED 14 APR 2		16C. DATE SIGNED 4-20-12	

~~Tim Buzza – Senior Vice President of Production and Launch~~ Vice President of Launch and Test

Mark Juncosa – Senior Director of Structures

~~Chris Thompson – Senior Director of Production Development~~

Tom Mueller – Vice President, Propulsion

Bulent Altan – Senior Director of Avionics

Grant Ingram – Director of Quality

Bob Reagan – Vice President of Machining

Andrew Lambert – Vice President of Production

Key Facilities

(i). Manufacturing and Production Facilities: SpaceX, Hawthorne, California (Falcon 9 and Dragon Production, Mission Control)

(ii). Propulsion and Structural Testing Facilities: SpaceX, McGregor, Texas (Propulsion and Structural testing)

(iii). Integration and Launch Facilities: Cargo Processing and Integration Facility at Cape Canaveral Launch Complex 40 (Integration); Launch Site at Cape Canaveral (LC-40) (Launch)

(End of clause)

II.A.32 GOVERNMENT'S RIGHT TO REMOTELY SENSED DATA

The Contractor consents to the US Government collecting remotely sensed data related to its CRS vehicles and to use such data for US Government's purposes. The remotely sensed data may be used, modified, reproduced, released, performed, displayed, or disclosed within the Government. The Government may not, without the written permission of the Contractor, release or disclose the data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by a party outside the Government. The remotely sensed data may be shared with, released to, or otherwise disclosed to the Contractor.

(End of Clause)

(END OF SECTION)

Attachment V.M. SPECIAL TASK ASSIGNMENTS AND STUDIES
SUB-CLIN SCHEDULE FOR CLIN 003

This Sub-CLIN Schedule provides contract details for task orders issued under CLIN 0003.

SUB-CLIN	TASK ORDER	REVISION	DATE	DESCRIPTION	PRICE
0003AA	2	BASIC	4/20/2009	(b) (4)	(4)
0003AB	3	BASIC	12/24/2009		
0003AB	3	A	1/13/2010		
0003AB	3	B	4/07/2010		
0003AB	3	C	6/29/2010		
0003AC	4	BASIC	1/25/2010		
0003AC	4	A	6/02/2010		
0003AC	6	BASIC	09/27/2010		
0003AC	7	BASIC	03/22/2011		
0003AC	8	BASIC	06/17/2011		
0003AC	9	BASIC	07/21/2011		
0003AC	10	BASIC	10/14/2011		
0003AC	11	BASIC	08/24/2011		
0003AC	11	A	10/26/2011		
0003AC	12	BASIC	11/28/2011		
0003AC	13	BASIC	12/13/2011		
0003AC	14	BASIC	01/12/2012		
				TOTAL	(b) (4)

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)

000036

See Block 16C

4200433374

6. ISSUED BY

CODE

JSC

7. ADMINISTERED BY (If other than Item 6)

CODE

JSC

NASA/Johnson Space Center
Attn: BG / Sharan D. Lofton
2101 NASA Parkway
Houston TX 77058-3696

NASA/Johnson Space Center
Attn: BG / Sharan D. Lofton
2101 NASA Parkway
Houston TX 77058-3696

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

SPACEK
1 ROCKET RD
HAWTHORNE CA 90250

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NNJ09GA04B

10B. DATED (SEE ITEM 13)

12/23/2012

CODE 3BVL8

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:

See Schedule

(b) (4)

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	Clause II.A.2., NFS 2852-232-77, Limitation of Funds (Fixed-Price Contract) (Mar 1980)

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

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

See continuation page...

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)

Sharan D. Lofton

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

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

The purpose of this modification is to:

1. Increase funds on this contract from (b) (4) (b) (4)
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed -- Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):
 - (a) Of the total price of CLINs 0001 through 0004, the sum of (b) (4) is presently available for payment and allotted to this contract.
 - (c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)
3. Replacement pages are provided herein.
4. All other terms and conditions remain unchanged and in full force and effect.

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

- (a) Of the total price of CLINs 0001 through 0004, the sum of (b) (4) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in Clause II.A.6, until the total price of said CLINs is allotted.
- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to Section II, Clause 52.212-4(1), Termination for the Government's Convenience, of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(1) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in contract Section II, Clause 52.212-4(1) notwithstanding.
- (c) Reserved.
 - (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)
 - (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next sixty (60) days the work will reach a point at which, if the contract is terminated pursuant to contract Section II, Clause 52.212-4(1) of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(1) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1.
 - (3) Reserved.
 - (i) The notice shall state the estimate when the point referred to in paragraph I(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
 - (ii) The Contractor shall, sixty (60) days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
 - (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall,

upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to contract Section II, Clause 52.212-4(i).

- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price(s) (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Termination for Cause clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to contract Section II, Clause 52.212-4(i).

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 12	
2. AMENDMENT/MODIFICATION NO. 000037		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696		CODE JSC	
8. ISSUED BY NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696		CODE JSC			
8. NAME AND ADDRESS OF CONTRACTOR (Firm, street, county, State and ZIP Code) SPACEX 1 ROCKET RD HAWTHORNE CA 90250		(X) 9A. AMENDMENT OF SOLICITATION NO.			
		9B. DATED (SEE ITEM 11)			
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B			
		10B. DATED (SEE ITEM 13) 12/23/2008			
CODE JBVL8		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)
	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. X, is required to sign this document and return 1 copies to the issuing office.

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

The purpose of this modification is to add the following language to Attachment V.A., Statement of Work (SOW), Section 1.0 Scope, "NASA-sponsored cargo, for example D:NDP and CUSat payloads may be manifested on a non-NASA SpaceX commercial mission." This revision is in response to Space X's Cargo Accommodations letter dated February 8, 2012 and SpaceX's Reply to NASA's Request for Technical Clarifications letter dated May 1, 2012 and provided herein. Additionally, SOW, Section 1.0, replacement page is provided as page 2 of this modification.

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

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) Julie A. Jiru, Contracts Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sharan D. Lofton	
15B. CONTRACTOR/OFFEROR  (Signature of Person authorized to sign)		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C. DATE SIGNED 8 MAY 2012		16C. DATE SIGNED 5-8-2012	

1.0 SCOPE

This Statement of Work (SOW) and all exhibits and documents attached or referenced herein define NASA's requirements for the Contractor to provide resupply service to the International Space Station (ISS), dispose of unneeded cargo, and to return cargo from the ISS back to NASA. Cargo includes both NASA cargo and NASA-sponsored cargo (hereinafter referred to as "cargo"). Cargo includes both pressurized and unpressurized payloads. Contracts may include missions for pressurized or unpressurized delivery, disposal, return, or any combination thereof. NASA will provide internal cargo to the Contractor including packing materials (bags, foam, flight support equipment). Cargo combined with packing materials and/or flight support equipment is referred to as "customer cargo". NASA will provide external cargo to the Contractor without flight support equipment, referred to as "usable cargo". NASA will provide access to detailed design information, developed by or delivered to NASA, for components associated with ISS and orbital vehicle interfaces, such as the Common Berthing Mechanism and Flight Support Equipment (FRAM or direct mount), necessary to fulfill this Statement of Work. This includes hardware drawings, acceptance test procedures, test equipment designs and data for the contractor's use in acquiring or procuring these items. The Contractor shall perform all tasks necessary to ensure safe and reliable cargo integration and transportation to and from the ISS. NASA will provide Thermal Vacuum testing and Bake-out for the first FRAM built by SpaceX using NASA engineering resources and MSFC facilities. Additionally NASA will provide on an as available basis, FRAM Ground Support Equipment to support first flight FRAM manufacture and testing.

NASA will only have unlimited rights to data first produced in the performance of the services procured under this contract.

NASA-sponsored cargo, for example DANDE and CUSat payloads may be manifested on a non-NASA SpaceX commercial mission.

2.0 STANDARD RESUPPLY MISSION (CLIN 0001)

The Contractor shall perform the tasks necessary to execute all phases of the resupply mission per this SOW. The Standard Resupply Mission may consist of pressurized upmass delivery, unpressurized upmass delivery, secondary deployable payloads (PPODs), cargo disposal or cargo return. The Contractor shall provide the necessary services, test hardware and software, and mission specific elements required to integrate the cargo to the orbital and launch vehicle systems. The Contractor shall perform the required tasks to accomplish the resupply missions to and from the ISS. The Contractor shall provide the required cargo de-integration and return services, where applicable, to deliver cargo back to NASA. The standard external (unpressurized) upmass complement is identified in Attachment V.F.

After CRS Mission 2, the contractor will provide both the updated standard and extended trunk capability, in accordance with DRD C3-1, as part of the STANDARD resupply mission to accommodate large unpressurized ORUs and PPOD Deployables.

Page 3

SPACEX

Space Exploration Technologies

8 February 2012

By Electronic Mail Only

Eric Schell
Contracting Officer
NASA—Johnson Space Center
2101 NASA Parkway
Houston, TX 77058

Subject: CRS Contract NNJ09GA0B -SpaceX Cargo Accommodations

Dear Eric,

In ongoing discussions between SpaceX and NASA, it is clear the NASA desires an enhanced capability for powered cargo. In final design iterations of the Dragon system it has also become clear that early SpaceX CRS missions have decreased cargo performance.

(b) (4)

As always, please feel free to contact me at (b) (4) if you have any questions or would like additional information.

Best regards,



Julie A. Jiru
Contracts Officer

(b) (4)

4

SPACEX

Space Exploration Technologies

1 May 2012

By Electronic Mail Only

Eric Schell
Contracting Officer
NASA—Johnson Space Center
2101 NASA Parkway
Houston, TX 77058

Subject: CRS Contract NNJ09GA0B—SpaceX Reply to NASA's Request for Technical Clarifications

Dear Eric,

This letter responds to NASA's email titled, Technical Clarification for SpaceX Proposals, dated 26 Mar 2012 and is provided in replacement of SpaceX's letter submitted on 12 April 2012. For ease of reference, both NASA's requests and SpaceX's responses are provided below.

(b) (4)

² All April 6 dates in NASA's requests were changed to April 13.

ATTACHMENT 1

NASA's ORBCOMM Payload Mitigation Recommendations

(b) (4)

ATTACHMENT 2

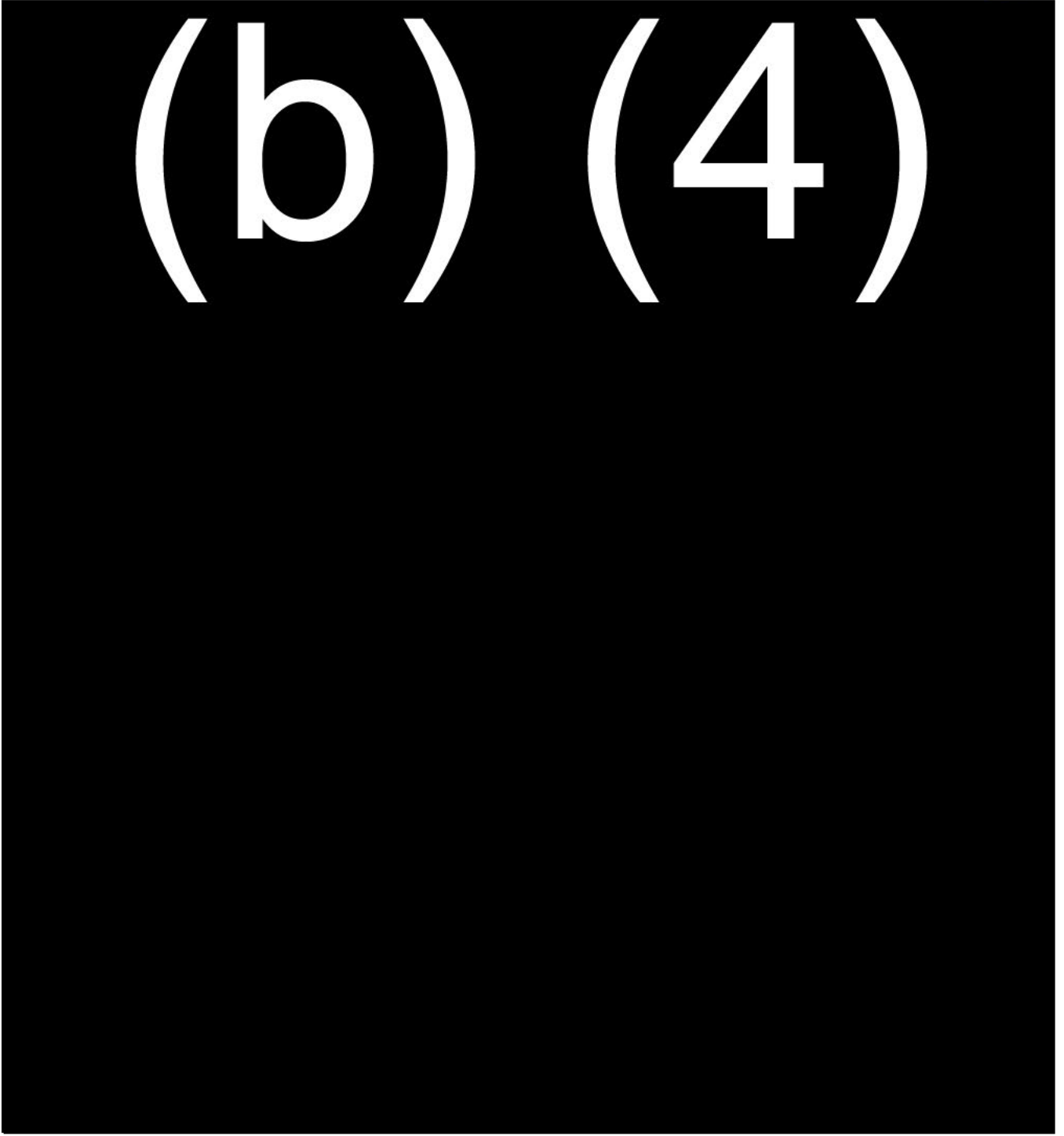
Additional ORBCOMM Information and Schedule

(b) (4)

ATTACHMENT 2

Additional ORBCOMM Information and Schedule

(b) (4)



ATTACHMENT 2

Additional ORBCOMM Information and Schedule

(b) (4)

ATTACHMENT 2

Additional ORBCOMM Information and Schedule

(b) (4)

ATTACHMENT 2

Additional ORBCOMM Information and Schedule

Development and Implementation Schedule

April	May	June	July
-------	-----	------	------

(b)	(4)		
-----	-----	--	--

(b) (4)

6

(b) (4)

As always, please feel free to contact me at (b) (4) if you have any questions or would like additional information. SpaceX looks forward to working with NASA and making continued progress on the items discussed above.

Best regards,



Julie A. Jiru
Contracts Officer

³ This file was a power point slide titled, SpaceX/Orbcomm Assessment Findings, dated, 6 March 2012. The specific mitigation requirements/recommendations from the referenced slides are provided in Attachment 1.

SPACEX

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 4	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
000038		See Block 16C		4200438556	
6. ISSUED BY		CODE		5. PROJECT NO. (If applicable)	
NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696		JSC			
		7. ADMINISTERED BY (If other than Item 6)		CODE	
		NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696		JSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			9A. AMENDMENT OF SOLICITATION NO.		
SPACEEX 1 ROCKET RD HAWTHORNE CA 90250			(x)		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO.		
			NNJ09GAC4B		
			10B. DATED (SEE ITEM 13)		
			12-23-2008		
CODE		FACILITY CODE			
3BVL8					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)			Net Increase:		
See Schedule			(b) (4)		
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	Clause II. A. 2., NPS 1852-232-77, Limitation of Funds (Fixed-Price Contract) (Mar 1989)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to this issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
See continuation page...					

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)	
		Sharan D. Lofton	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Sharan D. Lofton (Signature of Contracting Officer)	6-14-12

The purpose of this modification is to:

1. Increase funds on this contract from (b) (4) to (b) (4)
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):

Of the total price of CLINs 0001 through 0004, the sum of (b) (4)
(a) is presently available for payment and allotted to this contract.

(c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)

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

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

- (a) Of the total price of CLINs 0001 through 0004, the sum of (b) (4) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in Clause II.A.6, until the total price of said CLINs is allotted.
- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to Section II, Clause 52.212-4(l), Termination for the Government's Convenience, of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in contract Section II, Clause 52.212-4(l) notwithstanding.
- (c) Reserved.
 - (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)
 - (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next sixty (60) days the work will reach a point at which, if the contract is terminated pursuant to contract Section II, Clause 52.212-4(l) of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1.
 - (3) Reserved.
 - (i) The notice shall state the estimate when the point referred to in paragraph I(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
 - (ii) The Contractor shall, sixty (60) days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
 - (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall,

upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to contract Section II, Clause 52.212-4(l).

- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price(s) (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Termination for Cause clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to contract Section II, Clause 52.212-4(l).

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 000039	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 4200438919	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696	CODE JSC	7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696	CODE JSC
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code) SPACEX 1 ROCKET RD HAWTHORNE CA 90250		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B	
		10B. DATED (SEE ITEM 13) 12-23-2008	
CODE 3BVL8	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

Net Increase:

(b) (4)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause II. A. 2., NFS 1052-232-77, Limitation of Funds (Fixed-Price Contract) (Mar 1989)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 copies to the issuing office.

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

See continuation page...

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) Sharan D. Lofton
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA <i>Sharan D. Lofton</i> (Signature of Contracting Officer)	16C. DATE SIGNED 6-14-12

The purpose of this modification is to:

1. Increase funds on this contract from \$ (b) (4)
(b) (4)
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):

Of the total price of CLINs 0001 through 0004, the sum of \$ (b) (4)

(a) is presently available for payment and allotted to this contract.

(c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)

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

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

- (a) Of the total price of CLINs 0001 through 0004, the sum of (b) (4) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in Clause II.A.6, until the total price of said CLINs is allotted.
- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to Section II, Clause 52.212-4(l), Termination for the Government's Convenience, of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in contract Section II, Clause 52.212-4(l) notwithstanding.
- (c) Reserved.
 - (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)
 - (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next sixty (60) days the work will reach a point at which, if the contract is terminated pursuant to contract Section II, Clause 52.212-4(l) of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1.
 - (3) Reserved.
 - (i) The notice shall state the estimate when the point referred to in paragraph I(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
 - (ii) The Contractor shall, sixty (60) days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
 - (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall,

upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to contract Section II, Clause 52.212-4(l).

- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price(s) (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Termination for Cause clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to contract Section II, Clause 52.212-4(l).

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 4	
2. AMENDMENT/MODIFICATION NO		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
000040		See Block 16C		4200441747	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)	
NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696		JSC		CODE JSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO			
SPACEX 1 ROCKET RD HAWTHORNE CA 90250		(x)			
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO.	
				NNJ09GA04B	
				10B. DATED (SEE ITEM 13)	
				12/23/2008	
CODE		FACILITY CODE			
3BV18					

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:

(b) (4)

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	Clause II. A. 2., NFS 1852-232-77, Limitation of Funds (Fixed-Price Contract) (Mar 1939)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return _____ 0 _____ copies to the issuing office.

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

See continuation page...

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)	
		Sharan D. Lofton	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	1-3-12

NSN 7540-01-152-8070
Previous edition unusable

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

The purpose of this modification is to:

1. Increase funds on this contract from (b) (4)
(b) (4)
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):

Of the total price of CLINs 0001 through 0004, the sum of \$ (b) (4)

(a) is presently available for payment and allotted to this contract.

(c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)

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

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

- (a) Of the total price of CLINs 0001 through 0004, the sum of (b) (4) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in Clause II.A.6, until the total price of said CLINs is allotted.
- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to Section II, Clause 52.212-4(l), Termination for the Government's Convenience, of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in contract Section II, Clause 52.212-4(l) notwithstanding.
- (c) Reserved.
 - (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)
 - (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next sixty (60) days the work will reach a point at which, if the contract is terminated pursuant to contract Section II, Clause 52.212-4(l) of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1.
 - (3) Reserved.
 - (i) The notice shall state the estimate when the point referred to in paragraph I(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
 - (ii) The Contractor shall, sixty (60) days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
 - (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall,

upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to contract Section II, Clause 52.212-4(l).

- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price(s) (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Termination for Cause clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to contract Section II, Clause 52.212-4(l).

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000041		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200450723	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) SPACEEX 1 ROCKET RD HAWTHORNE CA 90250		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B		10B. DATED (SEE ITEM 13) 12/23/2008		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	
CODE 3BVL8		FACILITY CODE			

☐ 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:

(b) (4)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause II. A. 2., NFS 1852-232-77, Limitation of Funds (Fixed-Price Contract) (Mar 1989)

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ 0 _____ copies to the issuing office

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

See continuation page....

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) Sharan D. Lofton		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sharan D. Lofton	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA Sharan D. Lofton (Signature of Contracting Officer)	15C. DATE SIGNED 09/05/2012

The purpose of this modification is to:

1. Increase funds on this contract from (b) (4) to (b) (4)
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):

Of the total price of CLINs 0001 through 0004, the sum of (b) (4)

(a) is presently available for payment and allotted to this contract.

(c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)

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

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

- (a) Of the total price of CLINs 0001 through 0004, the sum of (b) (4) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in Clause II.A.6, until the total price of said CLINs is allotted.
- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to Section II, Clause 52.212-4(l), Termination for the Government's Convenience, of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in contract Section II, Clause 52.212-4(l) notwithstanding.
- (c) Reserved.
 - (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)
 - (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next sixty (60) days the work will reach a point at which, if the contract is terminated pursuant to contract Section II, Clause 52.212-4(l) of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1.
 - (3) Reserved.
 - (i) The notice shall state the estimate when the point referred to in paragraph I(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
 - (ii) The Contractor shall, sixty (60) days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
 - (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall,

upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to contract Section II, Clause 52.212-4(l).

- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price(s) (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Termination for Cause clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to contract Section II, Clause 52.212-4(l).

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000002		3. EFFECTIVE DATE See Block 10C		4. REQUISITION/PURCHASE REQ NO.	
5. ISSUED BY NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696		6. CODE JSC		7. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (Do not exceed 200 characters)		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
SPACEX 1 ROCKET RD HAMMORNE CR A0250		10A. MODIFICATION OF CONTRACT ORDER NO. NNJ09CA04E		10B. DATED (SEE ITEM 13) 12/23/2008	
CODE 3BVL8		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 10. 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 7, 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 1A.

13. 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. 94 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 basis of modification and authority)
X	Mutual Agreement of the Parties


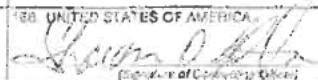
E. IMPORTANT: Consider ☐ or not ☒ (X is required to sign this document and return copies to the issuing office)

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

The purpose of this modification is to add Section 2.1.5 Data Review for Crew Privacy to Attachment V.A., Statement of Work (SOW). The SOW replacement page is provided as page 2 of this modification.

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

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 ISSUER (Type or print) Julie A. Jiru		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sharan D. Lofton	
15B. CONTRACTING OFFICER 		16B. UNITED STATES OF AMERICA 	
15C. DATE SIGNED 11 Sep 12		16C. DATE SIGNED 9/11/12	

NSN 7540-01-107-6070
Prescribes action transmittal

STANDARD FORM 50 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

confirming the required launch and orbit conditions and cargo environments were met as stated in the IDD (DRD C3-1). The Preliminary Post Flight Assessment (DRD C7-1) shall contain the data necessary to verify these conditions. The Contractor shall measure and provide telemetry data to the extent required by Section 2.2.2 below. NASA will be responsible for providing data supporting cargo status.

Mission success will be determined based on the criteria set forth in Contract Section II.A.19, Mission Success Determination, Investigation and Corrective Action.

2.1.2. CONFIGURATION MANAGEMENT

The Contractor shall operate in compliance with the configuration management plan submitted with the request for proposal (DRD C1-4).

2.1.3. EXPORT CONTROL MANAGEMENT

The Contractor shall operate in compliance with the Export Control Plan submitted in accordance with DRD C1-5.

2.1.4. SCHEDULING

The Contractor shall develop and maintain mission specific schedules that contain an end-to-end cargo and vehicle integration schedule in accordance with DRD C2-2 (Integrated Scheduler); identify critical milestones; and provide the schedule for each mission electronically to the ISS Program.

2.1.5 DATA REVIEW FOR CREW PRIVACY

Audio and imagery from within the pressurized volume will be protected in accordance with SSP 50521 "Return, Processing, Distribution and Archiving of Imagery Products from the ISS" to protect crewmember privacy. For video taken during attached operations that is downlinked, the Contractor shall route the data in real-time to the NASA Mission Control Center. NASA will monitor the video feed and instruct the Contractor to terminate the feed from release to public outlets in the event of a privacy concern. For video and audio recorded during attached operations and recovered post-flight, the Contractor shall send a copy of the data to NASA for review. The Contractor shall not release any video with crewmembers in view until the NASA review is complete. NASA will tell the contractor if any data is restricted. Restricted data cannot be released by the Contractor, either internally or externally, or used in any way. Data that does not contain crewmembers is not restricted and may be used by the Contractor without review. NASA will archive the data and any data not restricted will be classified as shared.

2.2. VEHICLE INTEGRATION



The Contractor shall build, process, integrate and operate the launch and orbital vehicles necessary to provide resupply service to the ISS. The Contractor shall obtain the support services, permits and licenses necessary to complete the resupply service.

2.2.1. LAUNCH VEHICLE (LV) PREPARATION AND LAUNCH

The Contractor shall:

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		CONTRACT NUMBER		PAGE OF PAGES	
2. AMENDMENT/SOLICITATION NO.		3. EFFECTIVE DATE		4. REQUEST FOR PROPOSAL (RFP) NO.	
300045		DEC 11/2012		5. PROPOSAL NO. (if applicable)	
6. ISSUED BY		CODE		7. ADMINISTERED BY (if different from 6)	
NASA/Johnson Space Center Attn: DC / Operation B. Ellison 2101 NASA Parkway Houston TX 77058-3336		100		PAGE 1 of 1	
8. NAME AND ADDRESS OF CONTRACTOR (NA - Contract Number Data Field 100)		(X) 9A. AMENDMENT OF SOLICITATION NO.		9B. UNSEC (SEE ITEM 11)	
SPACEX 1 Rocket Road Hawthorne, CA 90250					
CODE: 30013		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO.	
				UNMODIFIED	
				10B. DATED (SEE ITEM 13)	
				12/23/2012	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is <input type="checkbox"/> extended, <input type="checkbox"/> not extended.</p> <p>Offers must acknowledge receipt of this amendment on or before 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 teletype 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 teletype or telegram provided each teletype or telegram makes reference to the solicitation and this amendment, and is received prior to the closing hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (if required)					
See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IF 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. (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 43.100(a).					
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 <input type="checkbox"/> and <input type="checkbox"/> is required to sign this document and return <input type="checkbox"/> copies to the issuing office.					
F. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCR section headings, including solicitation/contract/project number where applicable)					
See continuation page...					

Except as provided herein, all terms and conditions of the document referenced in Item 14A or 15A, as herebefore changed, remain unchanged and in full force and effect.

16A. NAME AND TITLE OF SIGNER (Type or print)		16B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Julie Jien, Contract Officer		Sharon J. J. J. J.	
18B. CONTRACTING OFFICER	19C. DATE SIGNED	18D. UNITED STATES OF AMERICA	19C. DATE SIGNED
	4 DEC 12		5 DEC 12

NSN 7540-01-002-0010
Previous edition obsolete

STANDARD FORM 32 (REV. 10-83)
Prescribed by GSA
FPMR (41 CFR) 101-11.6

1) The purpose of this modification is to revise the statement of work to incorporate the mutually agreed to (b) (4) implemented via Task Order #15 (b) (4)

(b) (4) As a result, the following language has been added to the contract's statement of work:

Current Contract	Modified Contract
<p>2.0 STANDARD RESUPPLY MISSION (CLIN 0001)</p> <p>The Contractor shall perform the tasks necessary to execute all phases of the resupply mission per this SOW. The Standard Resupply Mission may consist of pressurized upmass delivery, unpressurized upmass delivery, secondary deployable payloads (PPODs), cargo disposal or cargo return. The Contractor shall provide the necessary services, test hardware and software, and mission specific elements required to integrate the cargo to the orbital and launch vehicle systems. The Contractor shall perform the required tasks to accomplish the resupply missions to and from the ISS. The Contractor shall provide the required cargo de-integration and return services, where applicable, to deliver cargo back to NASA. The standard external (unpressurized) upmass complement is identified in Attachment V.F.</p> <p>After CRS Mission 2, the contractor will provide both the updated standard and extended trunk capability, in accordance with DRD C3-1, as part of the STANDARD resupply mission to accommodate large unpressurized ORUs and PPOD Deployables.</p> <p>After CRS Mission 4, the contractor will provide an inventory to ensure readiness for the launch of a Small Adapter Plate Assembly (SAPA,) EXPRESS Pallet Adapter (ExPA,) or Columbus External Payload Adapter (CEPA) mounted Orbital Replacement Unit (ORU). To</p>	<p>2.0 STANDARD RESUPPLY MISSION (CLIN 0001)</p> <p>The Contractor shall perform the tasks necessary to execute all phases of the resupply mission per this SOW. The Standard Resupply Mission may consist of pressurized upmass delivery, unpressurized upmass delivery, secondary deployable payloads (PPODs), cargo disposal or cargo return. The Contractor shall provide the necessary services, test hardware and software, and mission specific elements required to integrate the cargo to the orbital and launch vehicle systems. The Contractor shall perform the required tasks to accomplish the resupply missions to and from the ISS. The Contractor shall provide the required cargo de-integration and return services, where applicable, to deliver cargo back to NASA. The standard external (unpressurized) upmass complement is identified in Attachment V.F.</p> <p>(b) (4)</p> <p>After CRS Mission 2, the contractor will provide both the updated standard and extended trunk capability, in accordance with DRD C3-1, as part of the STANDARD resupply mission to accommodate large unpressurized ORUs and PPOD Deployables.</p> <p>(b) (4)</p>

accommodate this provision, SpaceX will maintain in inventory one (1) SAPA to be used to launch a NASA defined ORU. LON manifest need dates, NASA deliverables and SpaceX analytical cycle is defined in the MIOMP (DRD C1-7).

The Government will maintain official property records in connection with Government property under this contract. The Government will deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-supplied property described in Attachment V.K, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (herein referred to as "Government-Supplied Property").

(b) (4)

After CRS Mission 4, the contractor will provide an inventory to ensure readiness for the launch of a Small Adapter Plate Assembly (SAPA,) EXPRESS Pallet Adapter (ExPA,) or Columbus External Payload Adapter (CEPA) mounted Orbital Replacement Unit (ORU). To accommodate this provision, SpaceX will maintain in inventory one (1) SAPA to be used to launch a NASA defined ORU. LON manifest need dates, NASA deliverables and SpaceX analytical cycle is defined in the MIOMP (DRD C1-7).

The Government will maintain official property records in connection with Government property under this contract. The Government will deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-supplied property described in Attachment V.K, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (herein referred to as "Government-Supplied Property").

2.4.3.2. LATE STOW CARGO

NASA will turn over the late stow cargo in accordance with the MIOMP (DRD C1-7). The Contractor shall perform all functions required to safeguard, stow, track and integrate the late stow cargo into the orbital vehicle. The Contractor shall document the

2.4.3.2. LATE STOW CARGO

NASA will turn over the late stow cargo in accordance with the MIOMP (DRD C1-7). The Contractor shall perform all functions required to safeguard, stow, track and integrate the late stow cargo into the orbital vehicle. The Contractor shall document the

<p>late stow cargo for each mission within DRD C4-2, DRD C6-1 and DRD C6-4.</p> <p>The Contractor shall accept NASA late stow unpowered cargo as late as L-3 days, late load cold bags as late as L-24 hours, and powered late load as late as L-12 hours, unless otherwise agreed upon and arranged by NASA and the Contractor.</p> <p>The Contractor shall provide the capability for a mass simulator of items identified for late-load, allowing flexibility if the item does not meet the launch deadline. These items may include the direct mount, single or double locker equivalent payloads.</p>	<p>late stow cargo for each mission within DRD C4-2, DRD C6-1 and DRD C6-4.</p> <p>The Contractor shall accept NASA late stow unpowered cargo as late as L-3 days, late load cold bags as late as L-24 hours, and powered late load as late as L- 24 hours, unless otherwise agreed upon and arranged by NASA and the Contractor.</p> <p>The Contractor shall provide the capability for a mass simulator of items identified for late-load, allowing flexibility if the item does not meet the launch deadline. These items may include the direct mount, single or double locker equivalent payloads.</p>
<p>2.4.7 CARGO RETURN AND/OR DISPOSAL</p> <p>The Contractor shall return or dispose cargo per the return cargo complement identified prior to CIR or NLT L-5 months. The Contractor shall identify constraints to the on-orbit packing of cargo for return per the Final MRAD (DRD C6-4). NASA will maintain the capability to adjust the return cargo complement within the identified constraints while the orbital vehicle remains berthed to the ISS.</p>	<p>2.4.7 CARGO RETURN AND/OR DISPOSAL</p> <p>The Contractor shall return or dispose cargo per the return cargo complement identified prior to CIR or NLT L-5 months. The Contractor shall identify constraints to the on-orbit packing of cargo for return per the Final MRAD (DRD C6-4). NASA will maintain the capability to adjust the return cargo complement within the identified constraints while the orbital vehicle remains berthed to the ISS. <i>Starting with CRS Mission 2 and continuing through CRS Mission 12, the contractor shall provide waste disposal at the contractor cargo de-integration site for standard and hazardous waste cargo specified in Attachment V.O. Waste Cargo. Waste disposal is applicable to non-early access cargo only.</i></p>

2) Add Attachment V.O. entitled Waste Cargo.

3) All other terms and conditions of NNJ09GA04B remain unchanged and in full force and effect.

Attachment V.O Waste Cargo

Category	Description or Examples
<div data-bbox="272 533 1295 904">(b) (4)</div>	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 000044		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200451924	
5. ISSUED BY NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696		6. CODE JSC		7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACEX 1 ROCKET RD HAWTHORNE CA 90250		(x)		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)	
CODE 3571.8		FACILITY CODE		(x) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B 10B. DATED (SEE ITEM 13) 12/23/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

Net Increase:

(b) (4)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause II, A.C.F., NFD 1852-232-77, Limitation of Funds (Fixed-Price Contract) (May 1989)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 _____ copies to the issuing office.

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

See Continuation Pages

Except as provided herein, all terms and conditions of the document referenced in Item 10A 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) Lauren N. Johnson	
16B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Lauren N. Johnson</i> (Signature of Contracting Officer)	16C. DATE SIGNED 12/21/2012

NSN 7540-01-152-8070
Previous edition unusable

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

The purpose of this modification is to:

1. Increase funds on this contract from (b) (4) (b) (4)
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):

Of the total price of CLINs 0001 through 0004, the sum of (b) (4)

(a) is presently available for payment and allotted to this contract.

(c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)

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

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

- (a) Of the total price of CLINs 0001 through 0004, the sum of (b) (4) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in Clause II.A.6, until the total price of said CLINs is allotted.
- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to Section II, Clause 52.212-4(l), Termination for the Government's Convenience, of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in contract Section II, Clause 52.212-4(l) notwithstanding.
- (c) Reserved.
 - (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)
 - (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next sixty (60) days the work will reach a point at which, if the contract is terminated pursuant to contract Section II, Clause 52.212-4(l) of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1.
 - (3) Reserved.
 - (i) The notice shall state the estimate when the point referred to in paragraph I(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
 - (ii) The Contractor shall, sixty (60) days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
 - (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall,

upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to contract Section II, Clause 52.212-4(l).

- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price(s) (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Termination for Cause clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to contract Section II, Clause 52.212-4(l).

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 6	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
000045		See Block 16C		4200464311	
5. ISSUED BY		6. PROJECT NO. (if applicable)		7. ADMINISTERED BY (if other than Item 6)	
CODE JSC		CODE JSC			
NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696		NASA/Johnson Space Center Attn: BG / Sharan D. Lofton 2101 NASA Parkway Houston TX 77058-3696			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				9A. AMENDMENT OF SOLICITATION NO.	
SPACEX 1 ROCKET RD HAWTHORNE CA 90250				(x)	
				9B. DATED (SEE ITEM 11)	
				X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04E	
				10B. DATED (SEE ITEM 13) 12/23/2008	
CODE 3EVL8		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. It is not extended. Orders 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 this 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

Not Increase:

(b) (4)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause 11. A.2., NFC 1552-208-77, Limitation of Funds (Fixed-Price Contract) (Mar 1989)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 copies to the issuing office

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

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)	
		Sharan D. Lofton	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Sharan D. Lofton (Signature of Contracting Officer)	02/04/2013

The purpose of this modification is to:

1. Increase funds on this contract from (b) (4) to (b) (4)
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):

Of the total price of CLINs 0001 through 0004, the sum of (b) (4)

(a) is presently available for payment and allotted to this contract.

(c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)

3. Revise Attachment V.M., Special Task Assignments and Studies, Sub-CLIN Schedule for CLIN 0003.
4. Replacement pages are provided herein.
5. All other terms and conditions remain unchanged and in full force and effect.

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

- (a) Of the total price of CLINs 0001 through 0004, the sum of (b) (4) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in Clause II.A.6, until the total price of said CLINs is allotted.
- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to Section II, Clause 52.212-4(l), Termination for the Government's Convenience, of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in contract Section II, Clause 52.212-4(l) notwithstanding.
- (c) Reserved.
 - (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)
 - (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next sixty (60) days the work will reach a point at which, if the contract is terminated pursuant to contract Section II, Clause 52.212-4(l) of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1.
 - (3) Reserved.
 - (i) The notice shall state the estimate when the point referred to in paragraph I(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
 - (ii) The Contractor shall, sixty (60) days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
 - (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall,

upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to contract Section II, Clause 52.212-4(l).

- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price(s) (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Termination for Cause clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to contract Section II, Clause 52.212-4(l).

(End of clause)

NNJ09GA04B

Modification 45

**Attachment V.M. SPECIAL TASK ASSIGNMENTS AND STUDIES
SUB-CLIN SCHEDULE FOR CLIN 0003**

This Sub-CLIN Schedule provides contract details for task orders issued under CLIN 0003.

SUB-CLIN	TASK ORDER	REVISION	DATE	DESCRIPTION	PRICE
0003AA	2	BASIC	4/20/2009	(b) (4)	
0003AB	3	BASIC	12/24/2009		
0003AB	3	A	1/13/2010		
0003AB	3	B	4/07/2010		
0003AB	3	C	6/29/2010		
0003AC	4	BASIC	1/25/2010		
0003AC	4	A	6/02/2010		
0003AC	6	BASIC	09/27/2010		
0003AC	7	BASIC	03/22/2011		
0003AC	8	BASIC	06/17/2011		
0003AC	9	BASIC	07/21/2011		
0003AC	10	BASIC	10/14/2011		
0003AC	11	BASIC	08/24/2011		
0003AC	11	A	10/26/2011		
0003AC	12	BASIC	11/28/2011		
0003AC	13	BASIC	12/13/2011		
0003AC	14	BASIC	01/12/2012		
0003AB	3	C1	06/28/2012		

NNJ09GA04B

Modification 45

0003AC	12	A	08/14/2012	(b) (4)
0003AB	3	B2	08/20/2012	
0003AC	15	BASIC	12/6/2012	
0003AC	16	BASIC	12/3/2012	
0003AB	3	B3	12/14/2012	
			TOTAL	(b) (4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 000048		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY NASA/Johnson Space Center Attn: EG / Renia Vasquez 2101 NASA Parkway Houston TX 77058-3696		CODE JSC		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than item 6) NASA/Johnson Space Center Attn: EG / Renia Vasquez 2101 NASA Parkway Houston TX 77058-3696		CODE JSC	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) SPACE 1 ROCKET RD HAWTHORNE CA 90250		(X) 9A. AMENDMENT OF SOLICITATION NO.			
		9B. DATED (SEE ITEM 11)			
		(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. NN009GA04B			
		10B. DATED (SEE ITEM 13) 02/26/2009			
CODE JBVLE8		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 a and 13, 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.
X	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 13.103(h).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	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.)

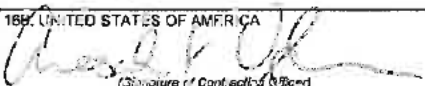
The purpose of this modification is to change Buyer to Renia Vasquez and change Contracting Officer to Aneeshah Vaughn.

All other terms and conditions remain the same.

Payment Terms:

Net 3 days

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) Aneeshah K. Vaughn	
15B. CONTRACTOR/OFFLOR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 3/20/13

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.	
090047		See Block 15C		4200470049	
6. ISSUED BY		7. ADMINISTERED BY (if other than item 6)		5. PROJECT NO. (if applicable)	
CODL JSC		CODL JSC			
NASA/Johnson Space Center Attn: BG / Kenia Vasquez 2101 NASA Parkway Houston TX 77058-3696		NASA/Johnson Space Center Attn: BG / Kenia Vasquez 2101 NASA Parkway Houston TX 77058-3696			
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		9B. MODIFICATION OF CONTRACT/ORDER NO.	
SPACEX 1 FOCKEE RD HAWTHORNE CA 90250				NN05GAD08B	
CCDF		FACILITY CODE		10B. DATED (SEE ITEM 11)	
SERVIR				02/26/2009	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>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.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 10, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (if required)					
Net Increase: (b) (4)					
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 (31.103(b)).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority):					
Clause 11. A.2., FAR 18.52-23, Limitation of Funds (Fixed-Price Contract) (Jan 1993)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return <input type="checkbox"/> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.)					
See continuation page...					

Except as provided herein, all terms and conditions of the document referenced in Item 6A or 10A, as heretofore used, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8010
Previous edition unusable

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

The purpose of this modification is to:

1. Increase funds on this contract from (b) (4)
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):

Of the total price of CLINs 0001 through 0004, the sum of (b) (4)

(a) is presently available for payment and allotted to this contract.

(c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)

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

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

- (a) Of the total price of CLINs 0001 through 0004, the sum of (b) (4) presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in Clause II.A.6, until the total price of said CLINs is allotted.
- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to Section II, Clause 52.212-4(l), Termination for the Government's Convenience, of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in contract Section II, Clause 52.212-4(l) notwithstanding.
- (c) Reserved.
 - (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)
 - (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next sixty (60) days the work will reach a point at which, if the contract is terminated pursuant to contract Section II, Clause 52.212-4(l) of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1.
 - (3) Reserved.
 - (i) The notice shall state the estimate when the point referred to in paragraph I(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
 - (ii) The Contractor shall, sixty (60) days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
 - (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall,

upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to contract Section II, Clause 52.212-4(l).

- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price(s) (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Termination for Cause clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to contract Section II, Clause 52.212-4(l).

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. A00007		3. EFFECTIVE DATE 08/28/2013		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA, Johnson Space Center Attn: BG / Renia Marquez 3101 NASA Parkway Houston TX 77058-3606		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SEATEX 1 ROCKET RD HAWTHORNE CA 90250		(X) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0001.8 FACILITY CODE		(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. 100902441		10B. DATED (SEE ITEM 13) 12/23/2013	

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.
X	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 45.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

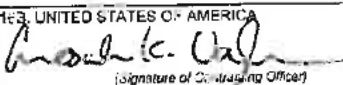
6. IMPORTANT. Contractor X is not, is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Originated by UO- section headings, including solicitation/contract subject matter when feasible.)

The purpose of this modification is to correct an error on the page 2 of Mod 47.

The changes to the text are depicted in bold.

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)	
		Jesse K. Vaughn	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		 (Signature of Contracting Officer)	08/28/2013

The purpose of this modification is to:

1. Increase funds on this contract from (b) (4) to (b) (4).
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):

Of the total price of CLINs 0001 through 0004, the sum of (b) (4)

(a) is presently available for payment and allotted to this contract.

(c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)

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

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

- (a) Of the total price of CLINs 0001 through 0004, the sum of \$687,579,745.22 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract as required by the payment schedule in Clause II.A.6, until the total price of said CLINs is allotted.
- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to Section II, Clause 52.212-4(l), Termination for the Government's Convenience, of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.5 and Table II.A.6-1. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in contract Section II, Clause 52.212-4(l) notwithstanding.
- (c) Reserved.
 - (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (b) (4)
 - (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next sixty (60) days the work will reach a point at which, if the contract is terminated pursuant to contract Section II, Clause 52.212-4(l) of this contract, the total amount payable by the Government pursuant to contract Section II, Clause 52.212-4(l) would equal the amount retained by the Contractor pursuant to Clause II.A.6 and Table II.A.6-1.
 - (3) Reserved.
 - (i) The notice shall state the estimate when the point referred to in paragraph I(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
 - (ii) The Contractor shall, sixty (60) days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
 - (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall,

upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to contract Section II, Clause 52.212-4(l).

- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price(s) (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Termination for Cause clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to contract Section II, Clause 52.212-4(l).

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

000042

3. EFFECTIVE DATE

05/31/2013

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

JSC

7. ADMINISTERED BY (if other than item 4)

CODE

NASA/Johnson Space Center
Attn: BR / Kenia Vasquez
2101 NASA Parkway
Houston TX 77058-3096

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

SPACEX
1 ROCKET RD
HAWTHORNE, CA 90250

9. AMENDMENT OF SOLICITATION NO.

10. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
0000000042

10B. DATED (SEE ITEM 11)

12/23/2008

CODE 38VLS

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 43.101(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause II, A.2., HPS 1002-070-71, Limitation of Funds (Fixed-Price Contract) (HPS 1004)

E. IMPORTANT: Contractor X, is not, is required to sign this document and return 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 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607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969

The purpose of this modification is to:

1. Increase funds on this contract from \$ (b) (4) to (b) (4)
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):

Of the total price of CLINs 0001 through 0004, the sum of (b) (4)

(a) is presently available for payment and allotted to this contract.

(c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000049		3. EFFECTIVE DATE 06/11/2013		4. REQUISITION/PURCHASE REQ. NO. 4200478933	
6. ISSUED BY NASA/Johnson Space Center Attn: BG / Renia Vasquez 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (if other than Item 6) CODE		5. PROJECT NO. (if applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) SPACEEX 1 ROCKET RD HAWTHORNE CA 90250		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. N00C9GA04B	
				10B. DATED (SEE ITEM 12) 12/23/2013	
CODE 38V13		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 9 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)

Not Increase:

See Schedule

(b) (4)

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	Clause 12. A.2., NFS 1552-232-77, Limitation of Funds (Fixed-Price Contract) (Mar 1989)

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

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

See continuation page...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Anecseh K. Vaughn	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 06/11/2013

The purpose of this modification is to:

1. Increase funds on this contract from (b) (4) to (b) (4)
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed -- Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):

Of the total price of CLINs 0001 through 0004, the sum of (b) (4)

(a) is presently available for payment and allotted to this contract.

(c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000050		3. EFFECTIVE DATE 06/12/2013		4. REQUISITION/PURCHASE REQ. NO. 4200438556 & 4200441747	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Johnson Space Center Attn: BG / Kenia Vasquez 2101 NASA Parkway Houston TX 77058-3596		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code) SPACE X 1 ROCKET RD DANFORTH CA 90250		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 087LR FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. 100033A043		10B. DATED (SEE ITEM 13) 12/23/2008	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule		Net Decrease:		(b) (4)	
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 Clause 11. A.2., NFS 1952-234-77, Limitation on Funds (Fixed-Price Contract) (Mar 1989)					
E. IMPORTANT: Contractor X is not is required to sign this document and return 0 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See continuation page...					

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Annesah K. Vaughn		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Annesah K. Vaughn	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED 06/12/2013	
15D. UNITED STATES OF AMERICA (Signature of Contracting Officer)		16C. DATE SIGNED 06/12/2013	

The purpose of this modification is to:

1. Reduce funds on this contract from (b) (4) to (b) (4)
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed - Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):

Of the total price of CLINs 0001 through 0004, the sum of (b) (4)

(a) is presently available for payment and allotted to this contract.

(c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000051		3. EFFECTIVE DATE 07/11/2013		4. REQUISITION/PURCHASE REQ. NO. 4200462323	
5. PROJECT NO. (if applicable)		6. ISSUED BY NASA/Johnson Space Center Attn: BO / Renia Varguez 2101 NASA Parkway Houston TX 77058-3690		7. ADMINISTERED BY (if other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACEX 1 ROCKET RD HAWTHORNE CA 90250		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 3R129 FACILITY CODE		(x) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B		10B. DATED (SEE ITEM 11) 12/23/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is 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 1a, 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)

Not Increase:

(b) (4)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause II, A.P., NPS 1852-232-77, Limitation of Funds (Fixed-Price Contract) (Mar 1989)

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

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

See continuation page...

Except as provided herein, all terms and conditions of the document referenced in Item 6A 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) Aneesh K. Vaughn	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 07/11/2013

The purpose of this modification is to:

1. Increase funds on this contract from (b) (4) to (b) (4)
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):

Of the total price of CLINs 0001 through 0004, the sum of (b) (4)

(a) is presently available for payment and allotted to this contract.

(c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 000052		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
5. ISSUED BY NASA/Johnson Space Center Attn: BG / Kenia Vasquez 2101 NASA Parkway Houston TX 77058-3696		6. CODE JSC		7. ADMINISTERED BY (if other than Item 5) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACEX 1 ROCKET RD HAWTHORNE CA 90250		(X)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		(X)		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B	
				10B. DATED (SEE ITEM 12) 02/26/2009	
CODE 3BVL8		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>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.</p> <p>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.</p>					
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 14.					
X 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)					
E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See continuation page...					

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) Julie A. Tien		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Aneesah K. Vaughn	
15C. DATE SIGNED 23 July 13		15D. UNITED STATES OF AMERICA Signature of Contracting Officer	
15E. COPIES OF CONTRACT/ORDER 15F. DATE SIGNED 7/23/13		15G. DATE SIGNED	

NSN 7540-01-152-0070
Previous edition unusable

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

The purpose of this modification is to revise section II.A.6 Resupply Mission Payments, Milestone Events and Completion to incorporate the mutually agreed to External Integration Review (EIR) as an additional milestone.

Due to an increase in the number of non FRAM-compatible payloads in manifest after contract award, the need for a new review focused specifically on external cargo is imperative to the ISS program and provides benefits to both parties. Both parties agreed that the below is adequate consideration

Space-X shall provide NASA with an additional EIR milestone that will give NASA the ability to evaluate the contractor's readiness to proceed with these complex operations. The EIR will also allow NASA to review the analytical products designated for delivery in the timeframe stated in the Mission Requirements and Allocations Document (MRAD) DRD C4-2.

In consideration thereof, the parties agree to modify the Mission Payment Schedule in Section II.A.6 of the contract and the affected work plans that adjusts the percentages in both documents. The percentages associated with each milestone will be updated to reflect the addition of the EIR milestone, excluding milestones that the Government has

(b) (4)

(b) (4)

satisfies the MIR 50% cap and Post Flight 20% restriction

(b) (4)

(b) (4)

As a result, the following revisions and updates have been made to the contract and statement of work:

- 1) Table II.A.6-1B: Generic Mission ^{(b) (4)} Payment Schedule (Post-ISS Integration) has been revised to reflect the updated Milestone percentages for missions ^{(b) (4)} (Pg 23)
- 2) SOW: Updated to add Section 2.1.1.2.5 External Integration Review description. (Pg. 67)
- 3) Administrative change to the order of constraints in section 6.4 (Pg. 24)
- 4) All other terms and conditions of NNJ09GA04B remain unchanged and in full force and effect.

Table II.A.6-1A: Generic Mission Payment Schedule (Pre-ISS Integration)

Mission Level Milestone	Invoice Submission Date	Major Resupply Mission Milestone	Amount (% of Standard Mission Price)
1	L-21* L-24*	Authorization to Proceed (ATP)	(b) (4)
2	L-18	Vehicle Baseline Review (VBR)	
3	L-12	Mission Integration Review (MIR)	
4	L-6	Cargo Integration Review (CIR)	
5	L	Launch	
6	Cargo Delivery	Delivery	

Table II.A.6-1B: Generic Mission Payment Schedule (Post-ISS Integration)

Mission Level Milestone	Invoice Submission Date	Major Resupply Mission Milestone	Amount (% of Standard Mission Price)
1	L-21* L-24** L-26***	Authorization to Proceed (ATP)	(b) (4)
2	L-18	Vehicle Baseline Review (VBR)	
3	L-12	Mission Integration Review (MIR)	
4	L-6	External Integration Review	
5	L-6	Cargo Integration Review (CIR)	
6	L	Launch	
7	Cargo Delivery	Delivery	

* ATP for Missions 1-3 is L-21 Months. ** ATP for Missions 4-7 is L-24 Months

*** ATP for Missions 8-12 is L-26 Months

**** Changes to Missions 1-4 documented in approved work plan updates.

6.4 The following constraints apply:

(A) Mission milestone payments made for resupply missions prior to completion of ISS integration, shall not exceed 50% of the cost of that mission.

(B) After successful completion of ISS integration, the total of milestone payments prior to (and including) the MIR shall not exceed 50% of the total cost of the mission.

(C) The final milestone payment must equal at least 20% of the cost of each mission.

6.5 Payment schedules may be deferred or canceled by NASA if the Contractor fails to make substantial progress in accomplishing the major resupply service milestone events. The Contracting Officer will either approve or withhold the final payment within fifteen calendar days after NASA determines Mission Success in accordance with Clause II.A.19. The final payment amount shall be determined in accordance with the criteria in Clause II.A.19. In the event of a failed mission, the final payment shall be forfeited by the Contractor and is not recoupable.

6.6 This paragraph will apply to any postponement declared by NASA or the Contractor for any reason, including resupply schedule adjustments and Contractor failure to make substantial progress in accordance with resupply service milestone events (as determined by NASA under this clause). In the event of a resupply schedule adjustment by NASA or Contractor in accordance with Clause II.A.20, Adjustments to Mission Schedule, the payment schedule for the applicable resupply mission shall be postponed for the length of the delay, if necessary, to correspond with the new delivery date and the milestone events in the attached NASA-approved Work Plan (DRD C1-8). The requirement to make substantial progress in general conformance with the attached Work Plan, however, is not waived for any postponed resupply mission.

(End of clause)

II.A.7 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

II.A.8 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

ISS Integration shall be complete prior to the first CIR. The post-flight data review shall be complete; and all anomalies are identified with corrective actions and low-risk closure plans in place.

2.1.1.2.4. POST-FLIGHT REVIEW

The Contractor shall conduct a post flight review after each mission to assess mission success and provide supporting data. The Contractor shall be responsible for providing telemetry data confirming the required launch and orbit conditions and cargo environments were met as stated in the IDD (DRD C3-1). The Preliminary Post Flight Assessment (DRD C7-1) shall contain the data necessary to verify these conditions. The Contractor shall measure and provide telemetry data to the extent required by Section 2.2.2 below. NASA will be responsible for providing data supporting cargo status.

Mission success will be determined based on the criteria set forth in Contract Section II.A.19, Mission Success Determination, Investigation and Corrective Action.

2.1.1.2.5. EXTERNAL INTEGRATION REVIEW

At L-10 months for missions with manifested external cargo, SpaceX shall hold the External Integration Review. The objective of this review is for SpaceX to demonstrate readiness to receive and integrate external cargo and review results of External cargo analysis from the Mission Requirements Allocations Document (MRAD) C4-2.

The Contractor shall, at this review:

- a) Verify that ground processing facilities are ready to receive NASA external cargo and ground support equipment is in place.
- b) Verify that the Dragon vehicle is on schedule for external cargo integration activities.
- c) Present mission unique design qualification and acceptance testing related to external cargo.
- d) Present status of verification closures for all open SSP 50808 requirements related to external cargo.
- e) Review, as necessary, the Pre-Fight Imagery Plan previously provided.
- f) Review open hazards and safety issues related to the external cargo configuration.
- g) Present a status of all action open external cargo items.
- h) Present Final external cargo instrumentation.
- i) Deliver the following documentation:
 - i) Deliver the Initial Mission Resource Allocation Document (DRD C4-2).
 - ii) Deliver Proposed Final External Cargo Interface Control Agreement (DRD C3-2)
 - iii) Final layouts and CAD models of external configuration
 - iv) Initial analysis of launch specific external cargo environments
 - v) Final FSE procurement or development schedule

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 176
2. AMENDMENT/MODIFICATION NO. 000053	3. EFFECTIVE DATE 07/26/2013	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: BG / Kenia Vasquez 2101 NASA Parkway Houston TX 77058-3696	CODE JSC	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) SPACEX 1 ROCKET RD BAWTHORNE CA 90250		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B 10B. DATED (SEE ITEM 13) 02/26/2009	
CODE 3BV/LB	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:
	D. OTHER (Specify type of modification and authority)
X	II.A.10 Changes- Fixed Price (Deviation) (FAR.52.243-1) (AUG 1987) Alternate II
E. IMPORTANT: Contractor is not. X is required to sign this document and return 1 copies to the issuing office.	

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

The purpose of modification is to update the contract and statement of work (b) (4)

(b) (4) (See attachment 1 Contract Change



Matrix and Task Order 1 Revision J for details)

(b) (4)
(b) (4) In consideration of this agreed to modification, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

Payment Terms:

Net 3 days

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) Julie A. Jiru	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Aneesah K. Vaughn
15B. CONTRACTOR OFFER NO. 	15C. DATE SIGNED 26 July 13
15D. UNITED STATES OF AMERICA 	15C. DATE SIGNED 7/26/13

NSN 7540-01-152-8070
Previous edition unusable

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

Contractor: Space Exploration Technologies

Contract Number: NNJ09GA048

Attachment 1 Contract Changes Matrix per Modification 53 and Task Order 1 Revision J

Section/ Page	Current Contract	Modified Contract	(b) (4) if applicable	Party
CONSIDERATION: (Space-X shall provide to NASA)				
1 LA.4 Contract line items 2.1.4 CLIN 0004 Secondary Payloads (PPOD) Pg. 11		(b) (4)		NASA
2 1.0 Scope/ pg.62	Not included	Additionally NASA-sponsored cargo service missions can be requested as services under CLIN 003 for periods before or after berthing to ISS.	Additional capability	NASA
3 2.4.6 Crew & Equipment Interface Test (CEIT) /pg. 77	Not included	(b) (4) NASA will provide flight like units and characteristic data to support testing if available	Additional requirement for payload testing	NASA
4 Table V.B.-3 DRD Required pg.84	Not included	C4-6 Mass Properties Data	NA/ Administrative Change Addition of new DRD for MP/Deleted form MRAD	NASA
5 C4-2 Initial Mission Resource Allocation document #5) Pg. 109	5) Experiment/CRU thermal/environmental assessment including Launch to Activation Analysis for external cargo and flight profile.	5) Thermal/environmental assessment including Launch To Activation Analysis for all unpressurized cargo and flight profile. Also includes thermal data needed to support trunk contamination assessments. Thermal data shall be provided in accordance with the following: Space X shall supply case-consistent thermal data of Dragon trunk and payload thermal nodes during each MRAD cycle.	NA/ Administrative Change Updating MRAD to cover flight specific MRAD update on thermal contamination analysis	NASA
6 C 4-3. Imagery and associated cataloging Pg./111	The Contractor shall provide imagery of berthing interfaces, crew interfaces, connectors, Extravehicular Activity (EVA) and Extravehicular Robotic (EVR) interfaces of the orbital vehicle. This imagery shall capture all ISS interfaces on the orbital vehicle and cargo transported to the ISS.	The Contractor shall provide imagery of berthing interfaces, crew interfaces, connectors, Extravehicular Activity (EVA) and Extravehicular Robotic (EVR) interfaces of the orbital vehicle. This imagery shall capture all ISS interfaces on the orbital vehicle and cargo transported to the ISS. Additionally Space-X will provide recorded video recording of the Pressurized cargo section during launch and re-entry. SpaceX makes no assurance of what images or viewpoints will be captured in these recordings.	Addition of video recording of press section	NASA
7 C4-6 Mass Properties Data Pg./116	Not included	DATA REQUIREMENT DESCRIPTION NUMBER: C4-6 C4-6: MASS PROPERTIES DATA DESCRIPTION/PURPOSE: This data is required to define the vehicle mass	NA/ Administrative Change	NASA

Attachment 1 Contract Changes Matrix per Modification 53 and Task Order 1 Revision J

			<p>properties to perform flight-specific robotics analysis and to ensure vehicle mass properties remain within analyzed space for RPOC, VIPER, and structures analyses.</p> <p>DATA REQUIREMENTS:</p> <ul style="list-style-type: none"> •Vehicle mass, moments of inertia, and products of inertia about the center of gravity in its ISS approach configuration. Vehicle mass properties shall include separate line items for Dragon, trunk with arrays, pressurized cargo, propellant (if applicable), ballast, and unpressurized cargo •Unpressurized cargo integrated assembly mass, moments of inertia, and products of inertia about the center of gravity in its extraction configuration. Shall include payload and Flight Support Equipment attached to the payload. •Coordinate system description •List of analysis assumptions •Basis of Estimate – Which masses are estimated? Which are actuals? List of vehicle changes included in estimate •Values should be provided in both English (slug/ft²) and metric units •Vehicle mass properties both with and without propellant •Vehicle mass properties with propellant both at the start of CE2 and at capture <p>(The deliveries at L-18, L-15, L-11, L-7, L-5, L-3, L-2 L-1, and L-0.5 months are the same, except the L-1 month delivery is expected to be a weighed, final vehicle mass and the L-0.5 month delivery is expected to be a weighed vehicle mass with cargo. It is acceptable for the integrated payloads mass data to not be provided until L-10. The L-18 delivery is expected to be coupled with the SpaceX VBR data pack delivery. The L-15 delivery is expected to be coupled with the SpaceX Preliminary External ICA delivery.)</p> <p>NOTE: If no updated data is available from the previous submission, SpaceX will notify NASA that the previous drop is still valid.</p>		
CONSIDERATION: (NASA shall provide to Space-X)					
8	2.1.1.2.4 Post Flight Review / pg. 67	Not included	NASA will provide it recorded video of Dragon robotics operations including berthing, unberthing and cargo extraction/insertion.	(b) (4)	Space-X
9	2.2.2 Telemetry Data / pg. 69	Not included	NASA will provide capability for Space-X to receive Dragon telemetry via Ethernet using NASA resources during berthed operations on a non-interference basis.	(b) (4)	Space-X
10	2.5.2.1 Integrated Cargo Safety Assessment /pg.79	Based on the information reported to NASA in the Initial MRAD (DRD C4-2), NASA will provide the Contractor with a copy of its initial cargo safety assessment at L-5 months for each mission. The Contractor shall submit an integrated cargo Phase	NASA will provide the Contractor an Integrated Bag Level Hazard Assessment (IBLHA) 1 week after each delivery of the Pressurized Cargo Bag Manifest per the schedule identified in the Mission Work Plans (DRD C1-8). The Contractor shall submit as part of the Integrated Vehicle Safety Data Package integrated cargo	NA/ Administrative Change Changes to remove Safety DRDs and deliver as part of	Space-X

Contractor: Space Exploration Technologies

Contract Number: NNJ09GA04B

Attachment 1 Contract Changes Matrix per Modification 53 and Task Order 1 Revision J

		III hazard report (DRD C5-2) per SSP 30599 at L-4 months, to ensure that the packaging of the cargo complement does not include hazards with insufficient controls. The Contractor shall submit delta integrated cargo hazard reports at L-3 months and final at L-1 month according to DRD C6-3 based on updated and final integrated cargo hazard assessments provided by NASA.	Phase III hazard report per SSP 30599, to ensure that the packaging of the cargo complement does not include hazards with insufficient controls. The Contractor shall submit delta integrated cargo hazard reports as required based on updated and final integrated cargo hazard assessments provided by NASA.	standard SSP 30599. Already done for Space-X 1-2.	
11	Table V.B.-5 DRD Required Pg. 85	C5-1 Initial Flight Products	Not included	NA/ Administrative Change Deletion of Safety DRD/ submission under this report is submitted in another document and is considered to be duplicate information	Space -X
12	Table V.B.-5 DRD Required Pg. 85	C5-2 Integrated Cargo Phase III Hazard Report	Not included	NA/ Administrative Change Deletion of MOD DRD/ submission under this report is submitted in another document and is considered to be duplicate information	Space -X
13	Table V.B.-6 DRD8 Required Near Launch Pg. 86	C6-2 Final Flight Products	Not included	NA/ Administrative Change Deleted	Space -X
14	C6-3 Delta Integrated Cargo Hazard Report Pg. 86	C6-3 Delta Integrated Cargo Hazard Report	Not included	NA/ Administrative Change Deleted	Space -X
15	C5-1: Initial Flight Products Pg. 118	DATA REQUIREMENT DESCRIPTION Number: C5-1 C5-1: Initial Flight Products DESCRIPTION/PURPOSE: NASA will use hardware and analytical data provided by the Contractor in the Initial MRAD to develop the preliminary flight products, crew procedures, and flight rules. This DRD provides a mechanism for the Contractor to provide technical input and comments to the NASA developed procedures. These procedures include maintenance, malfunction, timelines, and crew training plans for both the orbital vehicle and cargo.	Not included / DRD deleted	NA/ Administrative Change	Space -X

Attachment 1 Contract Changes Matrix per Modification 53 and Task Order 1 Revision J

		<p>These products will ultimately be used by NASA as flight documents for flight crew and ground personnel.</p> <p>DATA REQUIREMENTS: The Contractor shall provide updates to NASA-provided draft flight procedures and flight rules. These procedures and timelines shall address all orbital vehicle procedures and sequences, as well as any required cargo mission unique procedures.</p> <p>Flight procedures the Contractor shall review include:</p> <p>a) Nominal and off-nominal operations of the orbital vehicle and payloads. The areas to be covered include Robotics Operations/Checklists, Contingency Operations, Vestibule Operations, Rendezvous Operations/Checklist, On-Orbit Maintenance, Flight Rule Inputs Portable Computer System (PCS) Displays, On-orbit checkout (berthing).</p> <p>b) Vehicle updates to Guidance and Trajectory</p> <p>1) Vehicle trajectory data and 3-sigma dispersions analysis</p> <p>2) Vehicle navigational sensor data (performance, accuracy, limitations and constraints)</p>			
ADMINISTRATIVE CHANGES					
16	2.2.5 Launch Readiness Assessment/ pg. 70	The Contractor shall also submit orbital vehicle CAD models for each mission per DRD C4-1, Engineering Computer Aided Design Models	The Contractor shall also submit orbital vehicle CAD models for each mission per DRD C4-1, Engineering Computer Aided Design Models and Vehicle and Integrated Assembly mass properties for each mission per DRD 4-6, Mass Properties Data.	NASA and Space-X agreement to make separate MP DRI to better define schedule and content. Scope was deleted from MRAD	NA/ Administrative Change
17	2.3.3.3 Mission Flight Procedures Pg. 72	<p>2.3.3.3 Mission Flight Product Development</p> <p>At approximately L-7 months NASA will provide to the Contractor the initial flight products (crew procedures and flight rules). NASA will develop these procedures and flight rules based on the Initial MRAD (DRD C4-2) and Space-X Initial Flight Products (DRD C5-1). The Contractor shall provide inputs to these flight products at L-5 months in accordance with DRD C5-1 to support the Flight Operations Review. These procedures will cover robotics operations and checklists, vestibule operations, rendezvous operations and checklist, and off-nominal systems operations and maintenance. In addition, the Contractor shall provide</p>	At approximately L-7 months NASA will provide to the Contractor the initial flight products (crew procedures, flight rules and additional operations products) to support NASA Mission Operations products. NASA/Space-X will develop the initial flight products based on the Initial MRAD (DRD C4-2) as outlined in the MIOMP (DRD C1-7). NASA will provide Final Flight Products for the Contractor review at approximately L-4 weeks. The Contractor specific mission products will be documented in NASA maintained documentation such as Flight Rules, OIPs, Dragon system manual, procedures and protocols. The Contractor shall support and review development of joint flight products as documented in the MIOMP (DRD C1-7) and Space-X Mission Operations Plan	SOW changes agreed to by MOD/Space-X in order to delete DRDs. These changes go with some MIOMP changes. Content of process defined in MIOMP. Changes to remove MOD DRDs and deliver as part of standard MOD processes. It was done for SpX 1-2.	NA/ Administrative change

Contractor: Space Exploration Technologies
Contract Number: NNJ09GA04E

Attachment 1 Contract Changes Matrix per Modification 53 and Task Order 1 Revision J

		technical assistance and available data to NASA in the development of transfer lists and procedures, for pressurized cargo transferred to and from the ISS. NASA will provide Final Flight Products for review at L-4 weeks. The Contractor shall provide any updates to the Final Flight Products in accordance with DRD C6-2 at L-2 weeks.			
18	2.3.3.4.1 Flight crew and Ground Support Personnel training / pg. 72	The Contractor shall provide a mission specific crew training plan as outlined in the Mission Training Plans (DRD C4-5) at ATP. (L-22 months). The Contractor shall provide a minimum of two flight crew and ground personnel training sessions at the Contractor facility. The Contractor shall propose acceptable dates for the training briefings in accordance with DRD C4-5.	The Contractor shall provide a mission specific crew training plan as outlined in the Mission Training Plans (DRD C4-5) at ATP. The Contractor shall provide a minimum of two flight crew and ground personnel training sessions at the Contractor facility. The Contractor shall propose acceptable dates for the training briefings in accordance with DRD C4-5.	NA/ Administrative Change	NA/ Administrative change
19	2.3.3.5 Real-Time Mission Support / pg. 73	The Contractor shall support real-time mission operations for each ISS resupply service flight by providing technical expertise, on-console support at JSC during rendezvous, berthing, unpressurized cargo retrieval, translation and integration, cargo transfer and unberthing.	The Contractor shall support real-time mission operations for each ISS resupply service flight by providing technical expertise, on-console support at JSC during rendezvous, berthing, unpressurized cargo retrieval, translation and integration, cargo transfer, unberthing and re-entry.	NA/ Clarification	NA/ Administrative change
20	C4-2 Initial Mission Resource Allocation document #7) Pg. 109	7) Orbital vehicle structural matrix model	7) Orbital vehicle Dynamics	NA/ Administrative Change Both parties agree to make a separate MP DRD to better define schedule and content. Scope deleted from MRAD	NA/ Administrative Change
21	C5-2: Integrated Cargo Phase III Hazard Report Pg. 119	DATA REQUIREMENT DESCRIPTION Number: C5-2 C5-2: Integrated Cargo Phase III Hazard Report DESCRIPTION/PURPOSE: The ISS SRP will use the Integrated Hazard Reports and System Description to assess the design and operation of ISS element hardware configuration for preflight assessments. DATA REQUIREMENTS: Submittals shall consist of Integrated Hazard Reports and System Descriptions for all cargo that will be integrated into the orbital vehicle pressurized module and the integrated assembly on the external carrier. Hazard Reports and System Descriptions shall be provided in accordance with SSP 30309, Safety Analysis and Risk Assessment Requirements.	Not included / DRD deleted	NA/ Administrative Change	NA/ Administrative change

Attachment 1 Contract Changes Matrix per Modification 53 and Task Order 1 Revision J

		System Description: The Contractor shall provide a description of the launch and on-orbit configuration of the hardware in accordance with SSP 30589. Functional diagrams shall be submitted and supplemented with descriptions of interfaces and operations.			
22	C6-1 Delta Mission Resource Allocation Document (MRAD #2) d) 6) Pg. 117	6) Updated Orbital vehicle dynamics and mass properties	6) Updated Orbital vehicle dynamics	NA/ Administrative Change Deleted and mass properties	NA/ Administrative change
23	C6-2: FINAL FLIGHT PRODUCT TS Pg. 122	<p>DATA REQUIREMENT DESCRIPTION</p> <p>Number: C6-2</p> <p>C6-2: FINAL FLIGHT PRODUCTS DESCRIPTION/PURPOSE: NASA will use hardware and analytical data provided by the Contractor in the Initial MRAD to develop the preliminary flight products, crew procedures, and flight rules. This DRD provides a mechanism for the Contractor to provide technical input and comments to the NASA developed procedures. These procedures include maintenance, malfunction, timelines, and crew training plans for both the orbital vehicle and cargo.</p> <p>These products will ultimately be used by NASA as flight documents for flight crew and ground personnel.</p> <p>The Contractor shall review and provide updates to the final set of flight products delivered at L 2 weeks.</p> <p>DATA REQUIREMENTS: The Contractor shall provide updates to NASA-provided final flight procedures and flight rules. These procedures and timelines shall address all orbital vehicle procedures and sequences, as well as any required cargo mission unique procedures.</p> <p>Flight procedures the Contractor shall review and provide technical input into include:</p> <p>a) Nominal and off-nominal operations of the orbital vehicle and payloads. The areas to be covered include Robotics Operations/Checklists, Contingency Operations, Vestibule Operations, Rendezvous Operations/Checklist, On-Orbit Maintenance, Flight Rule Inputs PCS Displays, On-orbit checkout (berthing).</p>	Not included / DRD deleted	NA/ Administrative Change	NA/ Administrative change

Contractor: Space Exploration Technologies

Contract Number: NNJ09GA04B

Attachment 1 Contract Changes Matrix per Modification 53 and Task Order 1 Revision J

		b) Vehicle updates to Guidance and Trajectory: 1) Vehicle trajectory data and 3-sigma dispersions analysis 2) Vehicle navigational sensor data (performance, accuracy, limitations and constraints)			
24	C6-3: Delta Integrated Cargo Hazard Report Pg. 123	DATA REQUIREMENT DESCRIPTION Number: C6-3 C6-3: Delta Integrated Cargo Hazard Report DESCRIPTION/PURPOSE: The Contractor shall provide updates to integrated cargo hazard reports. DATA REQUIREMENTS: Any updates to DRD C5-2 Integrated Cargo Hazard Report, utilizing the same data requirements.	Not included / DRD deleted	NA/ Administrative Change	NA/ Administrative change
25	C6-4 Final Mission Resource Allocation Document (MRAD #3) Pg. 124 h) #4	4) Final Mass property data – Actual weighted values for Dragon vehicle	Not included/ Deleted from DRD	NA/ Administrative Change	NA/ Administrative change
26	C6-4 Final Mission Resource Allocation Document (MRAD #3) Pg. 119 h) #6	Not included	6) Updated structural or thermal analysis as required for vehicle environments or agreed to manifest changes which include the thermal data in bias as agreed.	NA/ Administrative Change Updating MRAD to cover flight specific MRAD update on thermal contamination analysis	NA/ Administrative change
27	Attachment V.L. ISS Interface Requirements Document Pg. 152	Excluding DCN B	SSP 50808 Rev C, plus DCN 95,127 and 134	NA/ Administrative Change Brings us up to speed with what we're verifying to for Space-X 3.	NA/ Administrative change
28	2.1.1 2.2 Mission Integration Review	At not later than L-13 months, the Contractor shall allow NASA to participate in a review that provides NASA with a current mission integration status.	At not later than L-12 months, the Contractor shall allow NASA to participate in a review that provides NASA with a current mission integration status.	NA/ Administrative Change	

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.	
54		07/29/2013		4200495049	
5. PROJECT NO. (if applicable)		6. ISSUED BY		7. ADMINISTERED BY (if other than Item 5)	
		CODE JSC		CODE	
NASA/Johnson Space Center Attn: BC / Renia Marquez 7101 NASA Parkway Houston TX 77058-3636					
8. NAME AND ADDRESS OF CONTRACTOR (city, street, county, State and ZIP Code)		(X)		9A. AMENDMENT OF SOLICITATION NO.	
SPATEX 1 ROCKET RD HAWTHORNE CA 90250					
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				N00096A04B	
				10B. DATED (SEE ITEM 12)	
				12/31/2014	
CODE 30VLR		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. <input type="checkbox"/> is not extended.</p> <p>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.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (if required)		Net Increase:		(b) (4)	
See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
<p>CHECK ONE</p> <p>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.</p> <p>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(p).</p> <p>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</p> <p>D. OTHER (Specify type of modification and authority)</p> <p>X I.F.A.10 Changes- Fixed Price (Deviation) (FAR.52.243-1) (AUG 1987) Alternate II</p>					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UOI section headings, including solicitation/contract subject matter where feasible.)					

Except as provided herein, all terms and conditions of the document referenced in Item 9A, or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Wendy X. Vaughn Kirby L. Condron	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	
(Signature of person authorized to sign)		15D. UNITED STATES OF AMERICA	
		15E. DATE SIGNED	
		07/29/2013	
		(Signature of Contracting Officer)	

The purpose of this modification is to:

1. Increase funds on this contract from (b) (4) to (b) (4)
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed -- Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):

Of the total price of CLINs 0001 through 0004, the sum of (b) (4)

(a) is presently available for payment and allotted to this contract.

(c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 000055	3. EFFECTIVE DATE 08/20/2013	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: BG / Kenia Vasquez 2101 NASA Parkway Houston TX 77058-3696	CODE JSC	7. ADMINISTERED BY (if other than item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code) SPACEX 1 ROCKET RD HAWTHORNE CA 90250		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B 10B. DATED (SEE ITEM 13) 12/23/2004	
CODE 3BVL8	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers. <input type="checkbox"/> extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule			
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
X	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)		
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return _____ 1 _____ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Continuation Page...			

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) Julia Iken Contract Officer	15B. CONTRACT/ORDER NO. [Signature]	15C. DATE SIGNED 20 AUG 13	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Aneesah K. Vaughn	15B. UNITED STATES OF AMERICA [Signature]	15C. DATE SIGNED 08/20/2013
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The purpose of this modification is to 1) Correct an error on the table for Section II.A.6 Generic Mission Payment Schedule (Post ISS Integration) 2) Incorporate by reference FAR clause 52.219-28, Post-Award Small Business Program Representation 3) Update the Thermal Binning Data section of the Statement of Work.

1. The Amount (% of Standard Mission Price) for Milestone (b) (4) for Mission (b) (4) (b) (4) respectively. This modification corrects the error by switching the milestone percentages, so Milestone (b) (4) reads (b) (4) and Milestone (b) (4) reads (b) (4). The following represents the updated table on page 26:

Table II.A.6-1B: Generic Mission Payment Schedule (Post-ISS Integration)

Mission Level Milestone	Invoice Submission Date	Major Resupply Mission Milestone	Amount (% of Standard Mission Price)
1	L-21* L-24** L-26***	Authorization to Proceed (ATP)	(b) (4)
2	L-18	Vehicle Baseline Review (VBR)	
3	L-12	Mission Integration Review (MIR)	
4	L-10	External Integration Review	
5	L-6	Cargo Integration Review (CIR)	
6	L	Launch	
7	Cargo Delivery	Delivery	

2. FAR clause 52.219-28, Post-Award Small Business Program Representation will be incorporated to the conformed contract under II.A.33 on page 53.

3. The following constitute updates to the Statement of Work:

Revision for Page 114, C4-2: Initial Mission Resource Allocation Document (MRAD #1), Data Requirements, item d) 5):

From: Thermal/environmental assessment including Launch To Activation Analysis for all unpressurized cargo and flight profile. Also includes thermal data

needed to support trunk contamination assessments. Thermal data shall be provided in accordance with the following: Space X shall supply case-consistent thermal data of Dragon trunk and payload thermal nodes during each MRAD cycle.

To: Excluding SpaceX 3 OPALS and HDEV payloads, Thermal/environmental assessment including Launch To Activation Analysis for all unpressurized cargo and flight profile, including thermal data needed to support trunk contamination assessments. Space X shall supply the maximum and minimum operating temperature and percent of time spent within specified temperature ranges accounting for the orbital temperature profile. (b) (4)

(b) (4)

Revision for Page 124, C6-4: Final Mission Resource Allocation Document (MRAD #3), Data Requirements, Item h) 6):

From: Updated structural or thermal analysis as required for vehicle environments or agreed to manifest changes which include the thermal data in bins as agreed.

To: Updated structural or thermal analysis, excluding SpaceX 3 OPALS and HDEV payloads, as required for vehicle environments or agreed to manifest changes which include the thermal data in the temperature range bins, based on

(b) (4)

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000056		3. EFFECTIVE DATE 08/21/2013		4. REQUISITION/PURCHASE REQ. NO. 4200487764	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Johnson Space Center Attn: BG / Renia Vasquez 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) SPACEX 1 ROCKET RD HAWTHORNE CA 90250		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 3B7L8 FACILITY CODE		(x) 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJC9GA048		10B. DATED (SEE ITEM 13) 12/23/2004	

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. ☐ It 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:

(b) (4)

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	II.A.10 Changes- Fixed Price (Deviation) (FAR.53.243-1) (AUG 1987) Alternate II

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

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

See Continuation Page...

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) Annesah M. Vaughn	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 08/21/2013

The purpose of this modification is to:

1. Increase funds on this contract from (b) (4) (b) (4)
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):

Of the total price of CLINs 0001 through 0004, the sum of (b) (4)

(a) is presently available for payment and allotted to this contract.

(c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000057		3. EFFECTIVE DATE 08/22/2013		4. REQUESTION/PURCHASE REQ. NO. 4200485329	
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/Johnson Space Center Attn: BG / Kenia Vasquez 2101 NASA Parkway Houston TX 77058-3596		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code) SPACEX 1 BOCKET RD FAIRBORNE GA 90250		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 000000		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B	
				10B. DATED (SEE ITEM 13) 12/23/2008	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>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.</p> <p>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.</p>					
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.					
<p>CHECK ONE</p> <p>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.</p> <p>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).</p> <p>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</p> <p>D. OTHER (Specify type of modification and authority) X Clause 11.4.2, 101-1052-232-77 Limitation of Funds (Fixed Price Contract) (Mar 1983)</p>					
E. IMPORTANT: Contractor X is not, is required to sign this document and return 0 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.) See Continuation Page...					

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) Ancosah K. Vaughn	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED 08/22/2013	

The purpose of this modification is to:

1. Increase funds on this contract from (b) (4) to (b) (4)
2. Accordingly, Clause II.A.2, NFS 1852 232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):

Of the total price of CLINs 0001 through 0004, the sum of (b) (4)


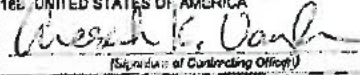
(a) is presently available for payment and allotted to this contract.

(c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
000058		09/04/2013			
6. ISSUED BY		7. ADMINISTERED BY (If other than Item 6)		5. PROJECT NO. (If applicable)	
NASA/Johnson Space Center Attn: BG / Samuel McIlvoy 2101 NASA Parkway Houston TX 77058-3696		JSC			
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
SPACE X 1 ROCKET RD HAWTHORNE CA 90250		(x)			
		10A. MODIFICATION OF CONTRACT/ORDER NO.		10B. DATED (SEE ITEM 13)	
		NNJ09GA04B		12/23/2006	
CODE 3BVL8		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
See Schedule Net Decrease: (b) (4)					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. A					
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	Clause II, A.2., NFS 1852-232-77, Limitation of Funds (Fixed-Price Contract) (Mar 1989)				
E. IMPORTANT: Contracts <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ 1 _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
See continuation page...					

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Julie Jiru Contracts Officer		Aneesah K. Vaughn	
15B. CONTRACTING OFFICER		16B. UNITED STATES OF AMERICA	
			
15C. DATE SIGNED		16C. DATE SIGNED	
09/13		09/04/2013	

The purpose of this modification is to:

1. Reduce funds on this contract from (b) (4) to (b) (4)
2. Accordingly, Clause 11.A.2, NFS 1857.232-77 Limitation of Funds (Fixed Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (e) and paragraph (e) subparagraph (1):

Of the total price of CLINs 0001 through 0004, the sum of (b) (4)

(a) is presently available for payment and allotted to this contract.

(c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)

3. Replacement pages are provided herein.

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000059		3. EFFECTIVE DATE 09/17/2013		4. REQUISITION/PURCHASE REQ. NO. 1200401652	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6)		CODE	
6. ISSUED BY NASA/Johnson Space Center Attn: BG / Samuel McIlvoy 2101 NASA Parkway Houston TX 77058-3490		CODE JSC			
8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code) SPACEX 1 ROCKFET RD HAWTHORNE CA 90250		(X) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. 000090045		10B. DATED (SEE ITEM 11) 12/23/2006	
CODE 05418		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.
 Offer 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:

(b) (4)

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 code, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause II, R.2., WFM 1-52-73a-77, Limitation of Funds (Fixed-Price Contract) (See 1501)

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

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

See continuation page...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kathy Gordon	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 09/17/2013
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of this modification is to:

1. Increase funds on this contract from (b) (4) to (b) (4)
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):

Of the total price of CLINs 0001 through 0004, the sum of (b) (4)

(a) is presently available for payment and allotted to this contract.

(c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000060		3. EFFECTIVE DATE 10/24/2013		4. REQUISITION/PURCHASE REQ. NO. 4200493483	
6. ISSUED BY NASA/Johnson Space Center Attn: BG / Samuel McIlvoy 2101 NASA Parkway Houston TX 77058-3696		7. ADMINISTERED BY (If other than Item 6) CODE		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACEEX 1 ROCKET RD HAWTHORNE CA 90250		(X) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 3BVL8 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNJ09GA04B		10B. DATED (SEE ITEM 13) 12/23/2004	

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:

(b) (4)

See Schedule

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

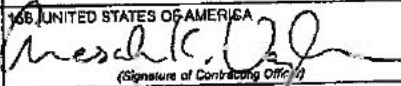
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 45.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D. OTHER (Specify type of modification and authority) Clause II. A.2., NFS 1852-232-77, Limitation of Funds (Fixed-Price Contract) (Mar 1939)

E. (IMPORTANT: Contractor [] is not [] is required to sign this document and return 0 copies to the issuing office.

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

See Continuation page...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) Aneesah K. Vaughn	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 10/24/2013

NSN 7540-01-152-8070
Previous edition unusable

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

The purpose of this modification is to:

1. Increase funds on this contract from (b) (4) to (b) (4)
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed – Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):

Of the total price of CLINs 0001 through 0004, the sum of (b) (4)

(a) is presently available for payment and allotted to this contract.

(c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 000061	3. EFFECTIVE DATE 11/18/2013	4. REQUISITION/PURCHASE REQ. NO. 4200490908	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA Johnson Space Center Attn: BG / Samuel Holway 2101 NASA Parkway Houston TX 77058-3096	CODE JSC	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPACEX 1 ROCKEF RD BAWTHORNE CA 90250		(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. 000090A04B 10B. DATED (SEE ITEM 13) 12/23/2004	
CODE 00718	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 10, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

(b) (4)

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 or modification and authority)
X	ORDERS II, A.C., SEC 1412-232-77, Limitation of Liquidated-Damages Contracts (FAR 101.11)

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

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

See Continuation page...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) Angeles K. Vaughn
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. DATE SIGNED 11/18/2013
15C. DATE SIGNED	16C. DATE SIGNED 11/18/2013
15D. UNITED STATES OF AMERICA (Signature of Contracting Officer)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE		PAGE OF PAGES 1 4	
2 AMENDMENT/MODIFICATION NO 000062		3 EFFECTIVE DATE 01/16/2014		4 REQUISITION/PURCHASE REQ NO	
5 PROJECT NO (If applicable)		6 ISSUED BY NASA/Johnson Space Center Attn: BG / Samuel McIlvoy 2101 NASA Parkway Houston TX 77058-3696		7 ADMINISTERED BY (If other than Item 6) CODE	
8 NAME AND ADDRESS OF CONTRACTOR (No. street county State and ZIP Code) SPACEEX 1 ROCKET RD HAWTHORNE CA 90250		(x) 9A AMENDMENT OF SOLICITATION NO		9B DATED (SEE ITEM 11)	
CODE 3BVL8 FACILITY CODE		X 10A MODIFICATION OF CONTRACT/ORDER NO NNJ09GA04B		10B DATED (SEE ITEM 13) 12/23/2004	

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
X	D OTHER (Specify type of modification and authority) Mutual Agreement Between Both Parties

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



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

The purpose of this modification is to 1) revise section I.A.4A Optional Contract Line Items (CLINs) to include table 2.1.5 CLIN 0005 Evaluation of NASA Cargo (Manifest and Payload Changes). 2) Add section 5.0 Evaluation of NASA Cargo (Manifest and Payload Changes) (CLIN 005) to the Statement of Work. 3) Update Attachment V.L. Applicable and Reference Documents. 4) Update SOW section 2.1.1.1 Program Reviews.

(b) (4)

(b) (4) In consideration of this agreed to modification, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to these changes.

Except as provided herein, all terms and conditions of the document referenced in item 9 A or 10A as heretofore changed remains unchanged and in full force and effect

15A NAME AND TITLE OF SIGNER (Type or print) Julie A. Jim Contracts Officer		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Aneesah K. Vaughn	
15B CONTRACTOR/OFFEROR 		16B UNITED STATES OF AMERICA 	
15C DATE SIGNED 21 Jan 14		16C DATE SIGNED 12/19/2013	

NSN 7540-01-152-8070
Previous edition unusable

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

The following (highlighted in red) have been added to the contract and statement of work:

1) I.A.4A OPTIONAL CONTRACT LINE ITEMS (CLINS)

2.1.5 CLIN 0005 - EVALUATION OF NASA CARGO (MANIFEST & PAYLOAD CHANGES)

	FY 2014	FY 2015	FY 2016	FY 2017
1st Quarter Price	N/A	(b) (4)		
2nd Quarter Price	(b) (4)			N/A
3rd Quarter Price				N/A
4th Quarter Price				N/A

*Additional services under CLIN 0005 will be procured via task order. NASA reserves the right to determine, on a quarterly basis, if there is a need to procure additional services using CLIN 0005. If it is determined that additional services are required, the appropriate option will be exercised and both parties agree a subsequent amendment to the task order will be executed to reflect the exercised option and implement the effort being exercised.

2) 5.0 Evaluation of NASA Cargo (Manifest and Payload Changes) (CLIN 0005)

Within the applicable firm fixed price limits provided in paragraph 2.1.5, CLIN 0005, the contractor shall perform studies and cooperate with NASA in evaluations for the accommodation of NASA cargo that does not specifically meet the criteria in SSP 50833, and for cargo on flights that are on task order but have not yet been given ATP, and related tasks or support. The enactment of these studies and support are not to exceed (b) (4) labor hours per quarter. These studies and support may include the resolution of form, fit, and function questions; evaluation of flight specific environmental parameters (such as thermal, radiation, illumination, vibration, etc.) to ascertain the feasibility of accommodation; evaluation of non-standard pressurized soft stow accommodations and evaluation of ground processing and cargo handling capabilities to meet off-nominal processing requirements; feasibility evaluations of proposed requirement changes in SSP50808 and SSP50833. Specific tasking shall be assigned by the Contracting Officer. Space X shall submit a deliverable during each quarterly review detailing the special tasks and studies that were completed under CLIN 0005. The CLIN 0005 deliverable will be in the form of stand-alone written report(s) or briefing

charts, in the contractor's standard format, accompanying an oral presentation, if required.

3) ATTACHMENT V.L. APPLICABLE AND REFERENCE DOCUMENTS

Applicable Documents are considered contractually binding. Unless otherwise specified elsewhere in this RFP, the entire document is considered contractually binding.

Reference Documents are provided for general context or information purposes and are not considered contractually binding.

Applicable Documents

Document #	Revision	Document Title
49 U.S.C. Subtitle IX, Ch. 701		Commercial Space Launch Activities
14 C.F.R. Ch. III		FAA Commercial Space Transportation Regulations
AS9100	B	Aerospace Quality Management Systems Requirements
ISO 90003	2004	Software Engineering – Guidelines for the Application of ISO 9001:2000 to Computer Software
NPR 1600.1	1	NPR for Security Programs
NPR 2810.1	A	Security of Information Technology
NPR 8715.6	Baseline	NPR for Limiting Orbital Debris
SN-C-0005	D	Space Shuttle Contamination Control Requirements
SSP-30309	E	Safety Analysis and Risk Assessment Requirements Document
SSP-30599	D	Safety Review Process
SSP-42003	Part 1: G Part 2: B	Space Station Manned Base to Mobile Servicing System ICD
SSP-50190	E	Contingency Action Plan
SSP-50525	Baseline	Security Management Plan
SSP-50808	*Rev C	ISS Interface Requirements Document
SSP-50833	Baseline	NASA Cargo IRD

*DCN evaluations shall be performed under CLIN 0005 as directed.

4) Update SOW section 2.1.1.1 Program Reviews as follows:

During the task order performance period, the Contractor shall conduct Program Reviews with NASA at least once per quarter beginning at task order start to report:

- a) The status, closure plan and schedule for remaining ISS Integration and SSP 50808 compliance tasks, or tasks to be repeated in the event of changes to the vehicle

- (launch and orbital) baseline. This shall be the focus of the review when tasks are open.
- b) The integrated schedule and status, **including updated work plans**, for all missions with Authority to Proceed.
 - c) Key schedule items from other Contractor activities that may affect the technical, cost and schedule risk to NASA missions such as but not limited to other program milestones and mission dates of other flights utilizing the same launch and orbital vehicles.
 - d) Schedule Risks and Technical Risks, including risk statements, mitigation plans and mitigation schedules.
 - e) Action items from previous program and technical reviews, including their status, closure plan, closure rationale.
 - f) Minutes shall be published within one week of the meeting.
 - g) **A detailed list of all tasks, assignments, studies, and support performed under CLIN 0005.**

All other terms and conditions of NNJ09GA04B remain unchanged and in full force and effect.

The purpose of this modification is to:

1. Increase funds on this contract from (b) (4) to (b) (4)
2. Accordingly, Clause II.A.2, NFS 1852.232-77 Limitation of Funds (Fixed - Price Contract) (Mar 1989) is revised to read as follows in the first sentence of paragraph (a) and paragraph (c) subparagraph (1):

Of the total price of CLINs 0001 through 0004, the sum of (b) (4)

(a) is presently available for payment and allotted to this contract.

(c)(1) It is contemplated that funds presently allotted to this contract will cover work to be performed until (b) (4)

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