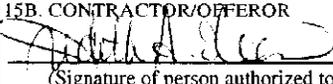
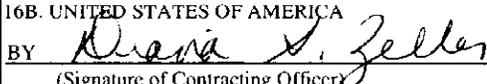


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00094	3. EFFECTIVE DATE 01-Sep-2002	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY 45 CONS/LGCZL 1201 EDWARD H. WHITE II ST. PATRICK AFB FL 32925-3237	CODE FA2521	7. ADMINISTERED BY (If other than item 6) CODE		
		See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SVERDRUP TECHNOLOGY, INC. DAVE PICKERING 600 WILLIAM NORTHERN BLVD. TULLAHOMA TN 37388		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. F08650-98-C-0035		
		X 10B. DATED (SEE ITEM 13) 20-Mar-2001		
CODE 07486	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 Offer <input type="checkbox"/> is extended. <input type="checkbox"/> 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 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)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Supplemental Agreement pursuant to SCR H-20 "Launch Operations and Support Award Fee" (Sep 1997)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Schedule POC: Diana S. Zeller 321-494-5590 email: diana.zeller@patrick.af.mil				
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) Judith A. Dean Contract manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DIANA S ZELLER / CONTRACTING OFFICER		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 2/3/03	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 3 FEB 03

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

Standard Form 30 (Block 14 continued)

A. The purpose of this supplemental agreement is to:

1. Incorporate the revised Award Fee Plan dated 19 October 2002. This replaces the current award fee plan in its entirety.
2. Change Special Contract Requirement (SCR) H-20 to delete reference to the Disputes clause.

B. PART I – THE SCHEDULE, SECTION H, SPECIAL CONTRACT REQUIREMENTS

SCR H-20 entitled “Launch Operations and Support Award Fee” Sep 1997 - Remove page 32 of 65 and replace with attached replacement page 32 of 65, marked “Modification P00094”

C. PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS, SECTION J, LIST OF ATTACHMENTS

1. Remove page 65 of 65 and replace with attached replacement page 65 of 65, marked “Modification P00094”
2. Section J, Attachment 4, Award Fee Plan – Remove the Award Fee Plan dated 23 Apr 1998, distributed with the contract, and replace it with the attached Award Fee Plan dated 19 October 2002, marked “Modification P00094”

D. As a result of the above referenced changes, remove the contract pages listed under Column I and insert the revised pages under Column II. Areas of change are annotated by a vertical line in the right margin.

Column I (Remove)
Section H, Page 32 of 65
Section J, Page 65 of 65
Attachment 4 dated 23 Apr 98

Column II (Insert)
Section H, Page 32 of 65
Section J, Page 65 of 65
Attachment 4 dated 19 October 2002

E. All other terms and conditions remain the same. There is no change to the estimated cost, fee, or total contract value as a result of these changes.

F. RELEASE OF CLAIMS

In consideration of the modification agreed to herein as complete equitable adjustment for this change, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to the above mentioned change and modification P00094.

////////////////////////////////////// END PAGE //

Perchloroethylene (Tetrachlorethylene)
Toluene (Methylbenzene)
Trichloroethane
Trichloroethylene (Trichloroethene)
Xylene (Dimethylbenzene)

H-20 LAUNCH OPERATIONS AND SUPPORT AWARD FEE SEP 1997

(a) The contractor may earn and be paid for all or a portion of an award fee not to exceed the maximum authorized in Section B for the Specified evaluation period, as determined by the Fee Determining Official (FDO). The award fee determination is a unilateral decision made solely at the discretion of the Government.

(b) Determination of award fee, if any, earned by the contractor, and payment thereof, shall be made semi-annually. The semi-annual amount provided in Section B will be available for award during each six month evaluation period. In no event shall any award fee be earned or paid in excess of the amount established as the maximum. Unearned award fees cannot be recouped in subsequent evaluation periods.

(c) Before an evaluation period is started, the government may unilaterally modify the award fee performance evaluation criteria and performance evaluation areas applicable to the evaluation period. The government may also unilaterally revise the distribution of remaining award fee dollars among the remaining periods. The contractor will be notified of these changes in writing by the Contracting Officer before the relevant evaluation period is started, and the award fee plan will be modified accordingly.

H-21 ORGANIZATIONAL CONFLICT OF INTEREST SEP 1997

A potential conflict of interest exists due to the nature of the work required under the LO&S contract. In the conduct of the LO&S, the successful Offeror will potentially have access to proprietary information belonging to other contractors in performance of spacecraft service systems support or in performance of the mission support operation functions operated/provided by the LO&S contractor. Typically, these other contractors are manufacturers/integrators of spacecraft, booster, or upper stage systems. Restrictions imposed on a successful Offeror will include a three-year exclusion from participation in any program for which the Offeror provides support requiring access to user contractor proprietary information, unless it comes under the definition of systems engineering or technical direction as defined in FAR 9.5, in which case the exclusion is for the life of the system. If agreement to a mitigation plan between contractor interests can be reached, with government insight, the above three year exclusion will not apply.

H-22 LAUNCH OPERATIONS SUPPORT PHASE-OUT PLAN SEP 1997

The contractor shall submit a phase-out plan at the Contracting Officer's request, at no increase to the estimated cost of the contract, after the last option year of the contract is exercised.

H-23 ENABLING CLAUSE FOR GENERAL SYSTEMS ENGINEERING & INTEGRATION (GSE&I) SEP 1997

(a) This contract covers part of the Launch Operations Support program which is under the general program management of the 45th Space Wing. The Air Force has entered into a contract with The Aerospace Corporation for the services of a technical group which will support the DOD program office by performing GSE&I.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J
LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>DOCUMENT</u>	<u>NO. OF PAGES</u>	<u>DATE</u>
1	Statement Of Work	TBD	April 1998
2	Performance Standards Document	2	23 Sep 97
3	DD Form 254	5	30 Apr 98
4	Award Fee Plan	36	19 Oct 02
5	DOL Wage Determination # 98-0636	1	24 May 00
	DOL Wage Determination # 94-2118	10	16 May 02
6	Base Support	8	19 Sep 97
7	Subcontracting Plan	24	TBD
<u>EXHIBIT</u>	<u>DOCUMENT</u>	<u>NO. OF PAGES</u>	<u>DATE</u>
A	Government Furnished Equipment		23 Oct 97