

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 1	3. EFFECTIVE DATE NOV 20 2001	4. REQUISITION/PURCHASE REQ. NO. 1-2-A5-D7167(1F) 1-2-A5-D7167(S1)(1F)	5. PROJECT NO. (If applicable)
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	CODE PS31-H	7. ADMINISTERED BY (If other than Item 6) Edgar Sanchez TEL: 256-544-0175 FAX: 256-544-3223	CODE PS31-H

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Coastal International Security Inc. Attn: Ms. Jeanette I Hurt 1197 Spring Ave Suite B Surfside Beach, SC 29575	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. H-34723D
		10B. DATED (SEE ITEM 13) August 6, 2001
CODE OTL97	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 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)		
802/30111		
949-10-00-7100-A5-2-003-000-2590		\$300,000.00
802/30111		
992-00-00-7100-A5-2-003-FFP-2590		\$350,000.00

**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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral pursuant to the Limitation of funds Clause

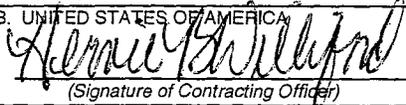
**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

	Total Fixed Price	Total Sum Allotted
Previous	\$ 3,226,435	\$ 325,000
This Action	-0-	\$ 650,000
New Total	\$ 3,226,435	\$ 975,000

See Page 2 for description of modification.

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) Hervie B. Williford	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED NOV 20 2001
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of Modification No. 1 is to provide incremental funding pursuant to the Limitation of Funds clause and the contractor's electronic message dated November 16, 2001. Therefore, the contract is modified in the following particulars:

A. Under Clause 2, make the following modifications:

- Under paragraph (a), increase the total sum allotted from \$325,000 by \$650,000 to "\$975,000."
- Under paragraph (a), reduce the remaining balance from \$2,901,435 by \$650,000 to "\$2,251,435."
- Under paragraph (c), change the funded through date from October 7, 2001 to "December 18, 2001."

B. The modification made in A above is reflected in total on the changes pages enclosed herein. In order to reflect the changes made, the pages listed below are hereby deleted from, or added to, Delivery Order: H-34723D. A vertical change bar is included in the right margin in the specific area of change.

Page(s) Deleted  
5-6

Page(s) Added  
5-6

C. Except as provided herein, there are no other changes to Delivery Order H-34723D.

SUPPLIES OR SERVICES AND PRICES/COSTS

1. FIRM FIXED PRICE

A. The total firm-fixed price of this GSA order for the base period from the effective date through 08/31/02 is: \$3,226,435.

B. If the Government exercises any of its options pursuant to the terms of this GSA order, the total firm-fixed price of this GSA order shall be increased by the applicable amounts shown below:

<u>OPTION</u>	<u>PERIOD COVERED</u>	<u>FIRM FIXED PRICE</u>	<u>Status of Options</u>
Option No. 1	09/01/02 - 08/31/03	<u>\$3,253,583</u>	Not Exercised
Option No. 2	09/01/03 - 08/31/04	<u>\$3,291,828</u>	Not Exercised
Option No. 3	09/01/04 - 08/31/05	<u>\$3,332,156</u>	Not Exercised
Option No. 4	09/01/05 - 08/31/06	<u>\$3,372,879</u>	Not Exercised

2. LIMITATION OF FUNDS

(a) Of the total price of the services identified as FFP, the sum of \$ 975,000 is presently available for payment and allotted to this GSA order. It is anticipated that from time to time additional funds will be allocated to this GSA order in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTTMENT OF FUNDS

<u>Date</u>	<u>Amounts</u>
December 18, 2001	\$2,251,435

\*NOTE: THE IDIO PORTION OF THE CONTRACT SHALL BE PAID BY INDIVIDUAL DELIVERY ORDERS/H-ORDERS WITH FUND CITATIONS ON EACH ORDER.

(b) The Contractor agrees to perform or have performed work as specified in the PWS up to the point at which if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point.

The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the termination for Government clause notwithstanding.

(c) 1. It is contemplated that funds presently allotted to this contract will cover the work to be performed until December 18, 2001.

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

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

(ii) The Contractor shall, 60 days in advance of the date specified in subparagraph (c)(1) above, or an agreed date substituted for it, advise the Contracting Officer of 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 subdivision (3)(ii) above, additional funds are not allotted by the date specified in subparagraph (1) above, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

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