

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>05</b>	PAGE OF PAGES <b>1</b>   <b>2</b>
2. AMENDMENT/MODIFICATION NO. <b>44</b>	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) <b>EXTERNAL TANK</b>	
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, Al 35812		7. ADMINISTERED BY (If other than Item 6) <b>Jocelyn G. Connelly/ACO (504) 257-3805</b>	CODE <b>PS42M</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) <b>Lockheed Martin Corporation P.O. Box 29304 New Orleans, LA 70189</b>			(X) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NNM04AA02F</b>	
			10B. DATED (SEE ITEM 13) <b>10-27-03</b>	
CODE <b>100016</b>	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 one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) See Page 2

**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	A. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Clause 52.243-2 Changes Cost Reimbursement and FAR 43.103a</b>
	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.)

	Provisional <u>Estimated Cost</u>	Negotiated <u>Estimated Cost</u>	<u>Contract Value</u>	<u>Amount Allotted</u>
Previous Contract Total	\$ 2,200,000	\$ 49,705,623	\$ 51,905,623	\$ 50,459,238-
This Modification	<u>\$(2, 200,000)</u>	<u>\$ 24,910,718</u>	<u>\$ 22,710,718</u>	<u>\$ -0-</u>
Revised Contract Total	\$ -0-	\$ 74,616,341	\$ 74,616,341	\$ 50,459,238

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) <b>Bradley P. Cartwright Director, Contracts and Estimating</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Emil L. Posey Manager, Space Transportation Support Office</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

- I. The purpose of this modification is to incorporate the requirements of Project Change Proposal (PCP) B90425, entitled "Fiscal Year (FY) 2006 and FY 2007 Payment of Utilities at the Michoud Assembly Facility (MAF)."
- II. Section B. Clause B.2, Paragraph (a) Space Flight, Control and Data Communications (SFC&DC), is hereby revised to decrease the Provisional Estimated Cost by (\$2,200,000) and increase the Negotiated Estimated Cost by \$24,910,718 as a result of negotiation of PCP B90425. The new totals for Provisional Cost, Negotiated Cost and Contract Value for this paragraph are shown on the attached B-1 page.
- III. Section J, Attachment J-1, Statement of Work, Paragraph (c) Payment of Utilities is hereby revised to read as follows:

The Contractor shall provide for the direct payment of utility expenses incurred at the MAF beginning October 2005 through September 2007. For those expenses in which various MAF tenants are required to pay a portion of the expense (electricity, water, natural gas, and fuel), the Contractor will maintain accounting records that will reflect the level of consumption for each tenant.

- IV. The following pages of the contract are revised as appended, and made an inseparable part hereof.

Revised Pages

B-1 and J-1-1

- V. This modification consists in its entirety of Standard Form 30, page 2, and the revised pages listed in paragraph IV. above.
- VI. In consideration of the modification agreed to herein as complete equitable adjustment of all claims arising out of or attributable to the issuance of the change(s) and/or contractor proposal(s) listed below, 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 said contract change(s) and/or contractor proposal(s), and/or for such additional obligation as may be required by this modification.

Contract Change Identification

CCBD ET3-00-9973, Dated 08/05/05

Supplemental Agreement No. 044

Contract Proposal Number

PCP B90425 (05M0-0733), PCIN  
071328,

Dated 07/20/05 as updated  
on 10/21/05 (disclosed during neg.)

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 BRIEF DESCRIPTION OF WORK

The Contractor shall furnish all personnel, facilities, equipment, material, supplies and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to, or incident to, performing and providing the following items of work:

To facilitate the Space Shuttle External Tank Project under this consolidated facilities contract by providing Government furnished property and the acquisition of other property for use as needed as further described in Attachment J-1.

(End of clause)

B.2 ESTIMATED COST FOR FACILITIES

The total estimated cost for complete performance of this contract for each category is stated below. This is a cost reimbursable contract only and therefore the Government shall not pay the Contractor a fee for performing this contract.

(a) Space Flight, Control and Data Communications (SFC&DC)

	<u>Provisional Cost</u>	<u>Negotiated Cost</u>	<u>Contract Value</u>
Previous	\$ 2,200,000	\$ 31,941,359	\$ 34,141,359
This Mod	<u>\$ (2,200,000)</u>	<u>\$ 24,910,718</u>	<u>\$ 22,710,718</u>
Total	\$ -0-	\$ 56,852,077	\$ 56,852,077

(b) Construction of Facilities (CoF)

	<u>Negotiated Cost</u>	<u>Contract Value</u>
Previous	\$ 17,764,264	\$ 17,764,264
This Mod	<u>\$ -0-</u>	<u>\$ -0-</u>
Total	\$ 17,764,264	\$ 17,764,264

(c) Construction of Facilities (CoF) Environmental Studies

	<u>Negotiated Cost</u>	<u>Contract Value</u>
Previous	\$ -0-	\$ -0-
This Mod	<u>\$ -0-</u>	<u>\$ -0-</u>
Total	\$ -0-	\$ -0-

Recapitulation of Total Contract Value      \$ 74,616,341

ATTACHMENT J-1

STATEMENT OF WORK

The National Aeronautics and Space Administration (NASA) has determined, pursuant to FAR Subpart 45.3, this contract to be a consolidated facilities contract with its primary purpose to furnish Government property to the extent available and to acquire such other property for use as hereinafter provided for, in order to facilitate the Space Shuttle External Tank (ET) Project Program, site operations and other NASA programs at the MAF.

The parties recognize that the property furnished by the Government for the ET Project has been provided to the Contractor and the Contractor is accountable for that property. The Contractor will be reimbursed under this contract for transporting, installing, modifying, repairing, or otherwise making the property ready for use.

The contractor shall provide, in accordance with the terms and conditions of this contract:

(a) Contractor Acquired Property

Acquire, fabricate, and install such plant equipment entitled, "Contractor Acquired Property," as identified in Attachment J-2. All Contractor Acquired Property in excess of \$10,000 will be approved by the Contracting Officer on an item-by-item basis, prior to any acquisition. The latest requirements for Contractor Acquired Property will be reported quarterly as required by Clause H-4. The NASA CO quarterly reports, which list equipment procurements by quarter, will be referenced in Attachment J-2. Contracting Officer approval of quarterly report requirements constitutes the authority to purchase those items. The Contractor will ensure that funds allotted are sufficient to cover the cost of such acquisitions.

(b) Rehabilitation of Noncollateral Plant Equipment

Provide the effort for the rehabilitation of noncollateral plant equipment as identified in Section J, Attachment J-3. Plant equipment rehabilitation projects shall be approved by the Contracting Officer prior to the start of each project.

(c) Payment of Utilities (In accordance with the Statement of Work included in Project Change Proposal PCPs B90419 and B90425, dated August 12, 2004 and July 20, 2005 respectively.)

The Contractor shall provide for the direct payment of utility expense incurred at the MAF beginning October 2005 through September 2007. For those expenses in which various MAF tenants are required to pay a portion of the expense (electricity, water, natural gas, and fuel) the Contractor will maintain accounting records that will reflect the level of consumption for each tenant.