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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 3 |
| 2. AMENDMENT/MODIFICATION NO. 000135 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812 | CODE MSFC | 7. ADMINISTERED BY (If other than Item 6) NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812 | CODE MSFC |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BASTION TECHNOLOGIES INC 17625 EL CAMINO REAL STE 300 HOUSTON TX 77058-3075 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | 9B. DATED (SEE ITEM 11) |
| CODE 2Y303 | FACILITY CODE | x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM07AA.74C | 10B. DATED (SEE ITEM 13) 01/12/2007 |

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)

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

| | |
|----------------|---|
| CHECK ONE 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. limitation of funds |
| | 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) |

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.)

PROVIDE ADDITONAL FUNDING AND CHANGE KEY PERSONNEL CLAUSE

Payment Terms:

Net 30 days

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) Glen Alexander |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer) |
| 15C. DATE SIGNED | 16C. DATE SIGNED 10/23/2014 |

1. The purpose of this modification is to obligate funds from PRs 4200531287, 4200531502, and 4200531906. The total funding is \$1,594,000.00. Summary of contract value and funding is shown below. The estimated fund thru date will be 12/10/14. This modification also changes the key personnel clause to reflect the selection of (b)(4) as the replacement for (b)(4)

| | Total Estimated Cost | Total Award Fee | Total Contract Value | Funding Allotted |
|-----------|----------------------------|--------------------|-------------------------|------------------|
| Previous | (b)(4) | | \$332,071,250 | \$149,127,352.83 |
| This Mod | | | 0 | 1,594,000.00 |
| New Total | | | \$332,071,250 | \$150,721,352.83 |

The funding information is shown below.

4200531502 – Stennis:

64RA00/6100.2511/64/FC000000/736466.05.01.09/000/2510/64/CASX22015D/361N/8015/160122/1/2
\$40,000.00

64RA00/6100.2511/64/FC000000/736466.06.03.09.01/000/2510/64/CASX22015D/361N/8015/160122/2/3
\$25,000.00

4200531287 – MSFC:

62QD02/6100.2511/62/FC000000/585777.03.01.01/000/2510/62/EXPX22015D/719V/8015/160124/1/2
\$1,200,000.00

62QD20/6100.2511/62/FC000000/769347.05.08.16.03.01/000/2510/62/EXCX22015D/733B/8015/160115/2/3
\$9,000.00

62ZP21/6100.2511/62/FC000000/769347.05.08.25.30.03.02/000/2510/62/EXCX22015D/733B/8015/160115/3/4
\$4,000.00

4200531906 – MSFC:

62QD01/6100.2511/62/FC000000/432938.10.02.08/000/2510/62/CASX22015D/361N/8015/160122/1/2
\$145,000.00

62QD01/6100.2511/62/FC000000/736466.05.01.08/000/2510/62/CASX22015D/361N/8015/160122/2/3
\$76,000.00

62QD10/6100.2511/62/FC000000/736466.05.01.08.10.01/000/2510/62/CASX22015D/361N/8015/160122/3/4
\$20,000.00

62QD22/6100.2511/62/FC000000/086916.01.01.01.03.01/000/2510/62/EXPX22015D/547E/8015/160124/4/5
\$67,500.00

62QD22/6100.2511/62/FC000000/086916.01.01.01.03.01/000/2510/62/EXPX22014D/547E/8014/150124/5/6
\$7,500.00

Total \$1,594,000.00

The modification(s) made above is reflected in total on the change pages(s) enclosed herein. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, Contract NNM07AA74C. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

Clause(s) Deleted

Clause(s) Added

B-6 (Mod 133)

B-6 (Mod 134)

H-11 (Mod 74)

H-11 (mod 135)

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

CONTRACT NNM07AA74C

B.5 Reserved

B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990)

- a. For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is (b)(4) This allotment is for Safety and Mission Assurance (S&MA) Services and covers the following estimated period of performance: February 1, 2007 through December 10, 2014.
- b. An additional amount of (b)(4) is obligated under this contract for payment of fees.
- c. Recapitulation of funding is as follows:

| | Previous | This Modification | New Total |
|-----------------------|----------------|-------------------|----------------|
| Est cost | (b)(4) | | |
| Provisional Award fee | | | |
| Award Term Fee | | | |
| Award Fee Earned | | | |
| Total | 149,127,352.83 | 1,594,000.00 | 150,721,352.83 |

B.7 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-90) (FEB 2001)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

authorize or direct the use of the exemption where the data does not disclose details of the design, development, production, or manufacture of any defense article.

(End of Clause)

H.10 Reserved

H.11 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

(b)(4)



(End of Clause)

H.12 MSFC 52.223-90 ASBESTOS MATERIAL (JUN 2002)

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, 4663 and 4666 are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify MSFC's Occupational Medicine and Environmental Health Services, for guidance. Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

(End of Clause)

H-11(mod 135)