

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 16	3. EFFECTIVE DATE 16-Aug-2010	4. REQUISITION/PURCHASE REQ. NO. N00174-10-PR-1424	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, INDIAN HEAD DIVISION 4072 North Jackson Road, Suite 132 Indian Head MD 20640-5115 Christy.Mitchell@navy.mil 301-744-6637	CODE N00174	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Future Technologies, Inc. 3877 Fairfax Ridge Drive Suite 100N Fairfax VA 22030	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4051-FG01
CAGE CODE 07HL3	FACILITY CODE 958179905
[X]	10B. DATED (SEE ITEM 13) 07-Oct-2005

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 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 SECTION G

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).
[X]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
[]	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 PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Jay Kasi, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Renee M Brown, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Jay Kasi (Signature of person authorized to sign)	15C. DATE SIGNED 11-Aug-2010	16B. UNITED STATES OF AMERICA BY /s/Renee M Brown (Signature of Contracting Officer)	16C. DATE SIGNED 16-Aug-2010

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GENERAL INFORMATION

The purpose of this modification is threefold: 1 - reduce the total value of Option IV, CLIN 1400; 2 - deobligate funds in the amount of \$18,907.61; and 3 - reduce the period of performance end date to 02 July 2010. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

1- Section B, SUPPLIES OR SERVICES AND PRICES is hereby revised as follows to reflect a reduction in the amount of \$18,907.61 from CLIN 1400:

CLIN	Supplies/Services	Qty	Estimated Cost	Fixed Fee	CPFF
1400	Replaces Clin 1000AE FY10 period of performance 10/01/2009 through 07/02/2010	1.0 Lot	██████████	██████████	\$74,115.38

2 - Section G, CONTRACT ADMINISTRATION DATA, is hereby revised as follows to reflect the deobligation from CLIN 140003 in the amount of \$18,907.61 as follows:

140003 8585000267971 (\$18,907.61)
LLA :
AM 97X4930 NH1F 000 77777 0 000174 2F 000000 85850685G12D

3 - Section F, DELIVERIES OR PERFORMANCE is hereby revised as follows to reflect a change in the period of performance under Option IV:

Option IV-1000AE
01 October 09 to 02 July 10

4 - The following funding profile is hereby updated:

Previous Total Contract Value: \$407,179.00
Deobligation this modification: \$18,907.61
Revised Total Contract Value: \$388,271.39

5 - CONTRACTOR'S STATEMENT OF RELEASE

The parties agree the deobligation in the amount of \$-18,907.61 constitutes adequate consideration for the above changes to the contract. The contractor waives all right, title and interest, if any, to further equitable adjustments arising under this modification.

6 - All other terms and conditions remain unchanged.

7 - For questions concerning this modification, contact Beth Hoover at 301-744-6602.

End of Modification

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Replaces clin 1000AA FY 06 period of performance 10/01/2005 through 09/30/2006 (OTHER)	1.0 Lot	██████████	██████████	\$59,035.00
100001	Incremental funding Req No. 52791434 As applied under Basic (OTHER)				
100002	Incremental funding Req No. 52791435 As Applied Under Basic (OTHER)				
100003	Incremental funding Req No. 42791436 As Applied Under Basic (OTHER)				
1100	Replaces clin 1000AB FY 07 Period of Performance 10/01/2006 through 09/30/2007 (OTHER)	1.0 Lot	██████████	██████████	\$79,661.00
110001	Requisition No. 62290243 As Applied Under Mod 2 (OTHER)				
110002	Requisition No. 62290257 As Applied Under Mod 2 (OTHER)				
110003	Requisition No. 62290260 As Applied Under Mod 2 (OTHER)				
110004	Requisition No. 71492469 As Applied Under Mod 4 (OTHER)				

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1200 Replaces Clin 1.0 Lot ██████████ ██████████ \$83,302.00
 1000AC FY08
 period of
 performance
 10/01/2007
 through
 09/30/2008
 (OTHER)

120001 Incremental
 Funding Req No.
 72770597 As
 Applied Under Mod
 6 (OTHER)

120002 Incremental
 Funding Req No.
 82243234 (OTHER)

1300 Replaces clin 1.0 Lot ██████████ ██████████ \$92,158.00
 1000AD FY09
 period of
 performance
 10/01/2008
 through
 09/30/2009
 (OTHER)

130001 Requisition No.
 82890383 (OTHER)

130002 Requisition No.
 90416762 (OTHER)

1400 Replaces Clin 1.0 Lot ██████████ ██████████ \$74,115.38
 1000AE FY10
 period of
 performance
 10/01/2009
 through
 07/02/2010
 (OTHER)

140001 REQ NO. 92591968
 \$19,523.00
 (OTHER)

140002 REQ NO. 93070747
 \$25,000.00
 (OTHER)

140003 REQ NO. 00267971
 \$48,500.00
 (OTHER)

For ODC Items:

Item Supplies/Services Qty Unit Est. Cost

 3000

\$0.00

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TASK ORDER MANAGER (TOM)

(a) The Task Order Manager for this task order is:

Name: Gary Prybyla Mailing Address:

Code:4410 Telephone No.:(301)744-1473

(b) The Alternate TOM for this contract is:

Name: Mailing Address: Code: Telephone No.:

(c) The TOM will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The TOM is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the task order.

(d) When, in the opinion of the contractor, the TOM requests effort outside the existing scope of the task order, the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the task order, until the ordering officer has issued a modification to the task order; or until the issue has been otherwise resolved.

(e) In the event that the TOM named above is absent due to leave, illness or official business, all responsibility and functions assigned to the TOM will be the responsibility of the alternate TOM.

SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE)
(JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim

payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and copies, to the contract auditor* at the following address:

Comptroller Dept.,

101 Strauss Avenue, NSWC Indian Head

Indian Head, MD 20640

Geneva Wesley Code 021

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the TOM and NAVSEA INDIAN HEAD, Comptroller Code 021. Following verification, the contract auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than calendar days between performance and submission of an interim payment invoice..

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

(1) Contract line item number (CLIN)

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(2) Subline item number (SLIN)

(3) Accounting Classification Reference Number (ACRN)

(4) Payment terms

(5) Procuring activity

(6) Date supplies provided or services performed

(7) Costs incurred and allowable under the contract

(8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

is required with each invoice submittal.

XX is required only with the final invoice.

is not required.

(f) A Certificate of Performance

shall be provided with each invoice submittal.

XX is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all

other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the

appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work revised and replaced under MOD 00003

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SECTION D PACKAGING AND MARKING

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

TBD

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

Base year-1000AA

Date of Award to 21 Sept 06

Option I-1000AB

22 September 06 to 21 Sept 07

Option II-1000AC

01 October 07 to 30 Sept 08

Option III-1000AD

01 October 08 to 30 Sept 09

Option IV-1000AE

01 October 09 to 2 July 10

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Gary Prybyla, 4410
101 Strauss Ave.
Indian Head, MD 20640
prybylaGC@ih.navy.mil
301-744-1473

Accounting Data			Amount
SLINID	PR Number		
100001	52791434		28000.00
LLA :			
AA 97X4930 NH1F 000 77777 0 000174 2F 000174 444404Y66002			
100002	52791435		22760.00
LLA :			
AB 97X4930 NH1F 000 77777 0 000174 2F 000174 44440RY68002			
ACRN AB: Funding for CLIN 1000			
100003	52791436		8275.00
LLA :			
AC 97X4930 NH1F 000 77777 0 000174 2F 000174 444404Y9W002			
ACRN AC: Funding for CLIN 1000			

BASE Funding 59035.00
Cumulative Funding 59035.00

MOD 02

100004	62290243		12100.00
LLA :			
AD 97X4930 NH1F 000 77777 0 000174 2F 000174 868604AD3002			
FUNDING FOR SLIN 1000AB			
100005	62290257		19280.00
LLA :			
AE 97X4930 NH1F 000 77777 0 000174 2F 000174868604AK6002			
Funding for SLIN 1000AB			
100006	62290260		5560.00
LLA :			
AF 97X4930 NH1F 000 77777 0 000174 2F 000174 868604D2M002			
Funding for SLIN 1000AB			

MOD 02 Funding 36940.00
Cumulative Funding 95975.00

MOD 04

100007	71492469		42721.24
LLA :			
AE 97X4930 NH1F 000 77777 0 000174 2F 000174			
FUNDING FOR SLIN 1000AB			

MOD 04 Funding 42721.24
Cumulative Funding 138696.24

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MOD 06

100008 N0017408PR0002 77717.39
 LLA :
 AG 97X4930 NH1F 000 77777 0 000174 2F 000174 868606861401

MOD 06 Funding 77717.39
 Cumulative Funding 216413.63

MOD 09

100001 52791434 28000.00
 LLA :
 AA As Applied Under Basic
 Requisition No. 52791434

100002 52791435 22760.00
 LLA :
 AB As Applied Under Basic
 Requisition No. 52791435

100003 52791436 8275.00
 LLA :
 AC As Applied Under Basic
 Requisition No. 52791436

110001 62290243 12100.00
 LLA :
 AD As Applied Under MOD 2
 Requisition No. 62290243

110002 62290257 19280.00
 LLA :
 AE As Applied Under MOD 2
 Requisition No. 62290257

110003 62290260 5560.00
 LLA :
 AF As Applied Under MOD 2
 Requisition No. 62290260

110004 71492469 42721.00
 LLA :
 AG As Applied Under MOD 4
 Requisition No. 71492469

120001 72770597 77718.00
 LLA :
 AG As Applied Under MOD 6
 Requisition No. 72770597

120002 82243234 5584.00
 LLA :
 AH 97X4930 NH1F 000 77777 0 000174 2F 000174 868604D2M002
 Requisition No. 82243234

MOD 09 Funding 221998.00
 Cumulative Funding 438411.63

MOD 11

130001 N0017408PR 89466.00
 LLA :
 AJ 97X4930 NH1F 000 77777 0 000174 2F 000000 68606861416
 REQ NO: 82890383

MOD 11 Funding 89466.00
 Cumulative Funding 527877.63

MOD 12

130002 N0017409PR0308 2692.00
 LLA :

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AK 97X4930 NH1F 000 77777 0 000174 2F 000000 688655DE3002
 Applied to Required Industry Non-DIA Member Conference

MOD 12 Funding 2692.00
 Cumulative Funding 530569.63

MOD 13

140001 8585092591968 19523.00
 LLA :
 AL 97X4930 NH1F 000 77777 0 000174 2F 000000 858505DY9002

MOD 13 Funding 19523.00
 Cumulative Funding 550092.63

MOD 14

140002 858509370747 25000.00
 LLA :
 AM 97X4930 NH1F 000 77777 0 000174 2F 000000 85850685G12D

MOD 14 Funding 25000.00
 Cumulative Funding 575092.63

MOD 15

140003 8585000267971 48500.00
 LLA :
 AM 97X4930 NH1F 000 77777 0 000174 2F 000000 85850685G12D

MOD 15 Funding 48500.00
 Cumulative Funding 623592.63

MOD 16

140003 8585000267971 (18907.61)
 LLA :
 AM 97X4930 NH1F 000 77777 0 000174 2F 000000 85850685G12D

MOD 16 Funding -18907.61
 Cumulative Funding 604685.02

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SECTION H SPECIAL CONTRACT REQUIREMENTS

INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Ordering Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

HOLIDAY	DATE OF OBSERVANCE
New Year's Day	01 January
Martin Luther King's Birthday	19 January
President's Day	16 February
Memorial Day	31 May
Independence Day	5 July
Labor Day	6 September
Columbus Day	11 October
Veteran's Day	11 November
Thanksgiving Day	25 November
Christmas Day	24 December

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Procurement Department and Receiving Office are as follows:

AREA	FROM	TO
Procurement Department (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Office (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Procurement Department, it is advised that you call for an appointment at least 24 hours in advance.

GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Task Order Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this task order:

TECHNICAL INSTRUCTIONS

(a) Performance of the work hereunder will be subject to written technical instructions signed by the Ordering Officer specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

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(b) Technical instructions must be within the general scope of work stated in the task order. Technical instructions may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause of the basic contract; (3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for task order performance; or (4) change any of the terms, conditions or specifications of the task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order or is inconsistent with this requirement, the Contractor shall notify the Ordering Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Ordering Officer that the technical instruction is within the scope of this task order.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

See General Information Section

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SECTION I CONTRACT CLAUSES

In addition to the clauses in the basic contract, the following clauses are incorporated into the subject task order:

OPTION TO EXTEND THE TERM OF THE TASK ORDER

(a) The Government may extend the term of this contract by written notice to the Contractor within 365 days of award or exercise of previous option; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended task order shall be considered to include this option clause.

(c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed 5 years.

52.222-41 Service Contract Act (1965)

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SECTION J LIST OF ATTACHMENTS

DD 254 Contract Security Classification Specification