

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 162	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NNSA/Nevada Site Office U.S. Department of Energy NNSA/Nevada Site Office P.O. Box 98518 Las Vegas NV 89193-8518	CODE 05002	7. ADMINISTERED BY (If other than Item 6) NNSA/Nevada Site Office U.S. Department of Energy NNSA/Nevada Site Office P.O. Box 98518 Las Vegas NV 89193-8518	CODE 05002
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NATIONAL SECURITY TECHNOLOGIES, LLC Attn: SUSAN C. OTIS PO BOX 98521 LAS VEGAS NV 891938521		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 195194779	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC52-06NA25946	10B. DATED (SEE ITEM 13) 03/28/2006
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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	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) Clause B.2, Contract Type and Value and Clause H-8, Award Term

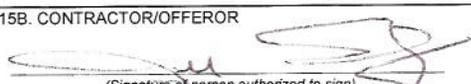
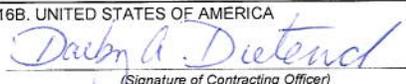
E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

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

The purpose of this modification is to:

bring the contract cost and fee totals into alignment based on actual cost and fee earned through FY2012; extend the period of performance as a result of earning an Award Term year; incorporate the FY2013 NNSA Estimated Cost of the contract; incorporate the approved Award Fee pool for FY2013; incorporate the FY2013 Estimated WFO Cost; and incorporate the FY2013 WFO Fixed Fee pool. See Attachment 1.  
 Period of Performance: 07/01/2006 to 09/30/2016

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) JACK STUMPF	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Darby A. Dieterich
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 1/10/13
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 1/14/13

- A. Part I, *The Schedule*, Section B, *Supplies or Service and Prices/Costs*, Contract Clause B-2, “Contract Type and Value”, is modified to increase revise the FY 2012 to reflect actual cost and fee values and to add the total estimated contract cost and fee for FY 2013. As such, paragraphs (a)(1) and (b)(3) are modified by deleting the text and substituting in lieu thereof the following language.

**B-2 CONTRACT TYPE AND VALUE**

- (a) (1) The Estimated Cost (exclusive of the Contractor’s Fee) is set forth below:

Contract Period	NNSA Estimated Cost		WFO Estimated Cost
01 Oct 12 - 30 Sep 13 *	\$349,688,785		\$90,608,778
01 Oct 11 - 30 Sep 12	\$408,497,017		\$90,806,077
01 Oct 10 - 30 Sep 11	\$430,396,064		\$89,645,129
01 Oct 09 - 30 Sep 10	\$459,952,227		\$88,151,530
01 Oct 08 - 30 Sep 09	\$330,715,888		\$86,833,412
01 Oct 07 - 30 Sep 08	\$406,487,448		\$81,526,409
01 Oct 06 - 30 Sep 07	\$416,583,745		\$91,343,940
01 Jul 06 - 30 Sep 06	\$119,358,189		\$23,149,416
Transition (01 Apr 06 - 30 Jun 06)	\$0		\$0
<b>SUBTOTAL</b>	<b>\$2,921,679,363</b>		<b>\$642,064,691</b>
<b>TOTAL ESTIMATED COST</b>		<b>\$3,563,744,054</b>	

\* *These are Estimated Cost figures. Actual figures will be incorporated upon finalization of annual cost figures.*

- (b) (3) The total available fee pool is a combination of the Performance Incentive Fee and Fixed Fee related to the Work-for-Others effort. This total available fee pool for the specified period is set forth below:

Contract Period	Maximum Available Performance Incentive Fee		WFO Fixed Fee
01 Oct 12 - 30 Sep 13	\$24,478,215		\$5,391,222
01 Oct 11 - 30 Sep 12	\$22,629,701		\$5,391,222
01 Oct 10 - 30 Sep 11	\$22,711,395		\$5,222,740
01 Oct 09 - 30 Sep 10	\$19,293,505		\$5,149,998
01 Oct 08 - 30 Sep 09	\$21,529,431		\$5,166,588
01 Oct 07 - 30 Sep 08	\$20,818,339		\$4,720,551
01 Oct 06 - 30 Sep 07	\$19,264,822		\$5,181,581
01 Jul 06 - 30 Sep 06	\$4,256,769		\$981,912
Transition (01 Apr 06 - 30 Jun 06) **	\$0		\$0
<b>SUBTOTAL</b>	<b>\$154,982,177</b>		<b>\$37,205,814</b>
<b>TOTAL ESTIMATED FEE</b>		<b>\$192,187,991</b>	

\*\* *Based on FDO approval, this was a fixed fee figure for this three-month period.*

- B.** Part I, *The Schedule*, Section F, *Deliveries or Performance*, Contract Clause F-2, "Period of Performance", is modified to extend the contract period by one year in recognition of the FY2012 fee determination in which an award term year was earned in accordance with Contract Clause H-8, "Award Term". As such, Clause F-2 is modified by deleting the text in its entirety and substituting in lieu thereof the following language.

**F-1 PERIOD OF PERFORMANCE**

The term of this Contract shall be for the period of July 1, 2006, through **September 30, 2016**, unless sooner reduced, terminated, or extended in accordance with the provisions of this Contract. The period from April 1, 2006, through June 30, 2006, shall be for the transition activities identified in the Contract Section J, Appendix G, entitled "Contractor's Transition Plan." The Contractor's responsibility for management and operation of the Nevada Test Site and satellite facilities against the Statement of Work shall start on July 1, 2006.

No other changes are made as a result of this modification. All other terms and conditions remain unchanged.

***END OF MODIFICATION***