

2. AMENDMENT/MODIFICATION NO. M003 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. CIO-03-342-005-144 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 3100 U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Mail Stop T-7-I-2 Washington, DC 20555 7. ADMINISTERED BY (If other than Item 6) CODE 3100 U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OAO CORPORATION 2605 Meridian Parkway Suite 1000 Durham NC 27713 CODE 074830209 FACILITY CODE 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS35F4524G NRC-33-03-342-005T45 10B. DATED (SEE ITEM 13) 04-24-2006

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)

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: D. OTHER (Specify type of modification and authority) Key Personnel Clause NRCAR 2052.215-70 FAR 52.243.3 Changes-Time & Materias or Labor-Hour Contract

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.) Accounting and Appropriation data for Modification No. 3 under Task Order No. 45 is as follows: Apprriation Symbol: 31X0200 Accounting ID Number: N33-03-342-005/T.O. 45 B&R Number: 74015-5B1160 Job Code: B1458 Total Amount: \$40,000 BOC Code: 252A Commitment Number: ADM03466-45

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) Michael A. Turner, Contracting Officer 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA BY Michael A. Turner (Signature of Contracting Officer) 16C. DATE SIGNED 12/8/06

The purpose of this modification is to; 1) Provide for a key personnel change. The change is hereby incorporated under this contract as proposed OAO Corporation's letter dated October 30, 2006, which is referenced. 2) Obligate FY'07 funds in the amount of \$40,000.00, thereby increasing the obligated amount of the subject task order from \$90,000.36 to 130,000.36. Accordingly, the contract is hereby modified as follows:

1) The fourth paragraph of the definitization letter dated, May 19, 2006, is deleted in its entirety and substituted with the following in lieu thereof:

"The following individual(s) are considered to be essential to the successful performance of the work hereunder:



The Contractor agrees that such personnel shall not be removed from the effort under the task order without compliance with the Key Personnel Clause (2052.215-70) of the delivery order."

2) The third paragraph of the definitization letter dated, May 19, 2006, is deleted in its entirety and substituted with the following in lieu thereof:

"The amount presently obligated with respect to this task order is \$130,000.36. The obligated amount shall, at no time, exceed the task order cost ceiling of \$210,897.32. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this task order. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's risk."

A summary of obligations for this task order from award date through the date of this action is given below:

Total FY'06 Obligation Amount	\$ 90,000.36
Total FY'07 Obligation Amount	\$ 40,000.00

Cumulative Total of NRC Obligations: \$ 130,000.36

This modification obligates FY'07 funds in the amount of \$40,000.00

All other terms and conditions under this task order, including the ceiling amount of \$210,897.32 will remain unchanged.