

2. AMENDMENT/MODIFICATION NO. **Six (6)** 5. PROJECT NO. (if applicable)
 3. EFFECTIVE DATE **2/15/91** 4. REQUISITION/PURCHASE R^Q NO. **Admin RFPA 89-071 dtd 2/07/91**
 6. ISSUED BY 7. ADMINISTERED BY (if other than Item 6) CODE

U.S. Nuclear Regulatory Commission
 Division of Contracts & Property Management
 Washington, D.C. 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
Star Mountain, Inc.
113 Clermont Avenue
Alexandria, Virginia 22304-77308

9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO.
X NRC-04-89-071
 10B. DATED (SEE ITEM 13)
6/09/89

CODE 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 B 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) OBLIGATE: \$-0-

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).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF _____
 D. OTHER (Specify type of modification and authority)
X Novation and Change of Name Agreements - FAR Subpart 42.12

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.)

(SEE NEXT PAGE)

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Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as herebefore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
 15B. DATE SIGNED
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Paul J. Edgeworth, Contracting Officer
 16B. DATE SIGNED
2/19/91

Contract No. NRC-04-89-071
Modification No. 6
Page 2 of 2

The purpose of this modification is to revise the name and address of the contractor, as reflected in the attached Novation Agreement, which was accepted by the U.S. Nuclear Regulatory Commission on February 15, 1991.

Accordingly, Block No. 8 of Standard Form 30 is hereby changed to read:

Star Mountain, Inc.
113 Clermont Avenue
Alexandria, Virginia 22304-77308

All other terms and conditions, including the ceiling amount of \$318,310, remain unchanged.

NOVATION AGREEMENT

Communications Technology Applications, Inc. (Transferor), a corporation duly organized and existing under the laws of the State of Virginia with its principal office in McLea, Virginia; Star Mountain, Inc. (Transferee), a corporation duly organized and existing under the laws of the Commonwealth of Virginia with its principal office in Alexandria, Virginia; and the UNITED STATES OF AMERICA (Government) enter into this Agreement as of August 15, 1990.

(a) THE PARTIES AGREE TO THE FOLLOWING FACTS:

(1) The Government, represented by a Contracting Officer of the U.S. Nuclear Regulatory Commission, and the Transferor, have entered into Contract No. NRC-04-89-071, incorporated in this Agreement by reference. The term "the contract," as used in this Agreement, means the above contract or purchase order, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under this contract or purchase order). Included in the term "the contract" are also all modifications made under the terms and conditions of this contract and purchase order between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of August 15, 1990, the Transferor has transferred to the Transferee certain assets of the Transferor by virtue of a Management Agreement as approved by U.S. Federal Bankruptcy Judge between the Transferor and the Transferee.

(3) The Transferee has acquired all the assets (related to the referenced project) of the Transferor by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor which are not otherwise discharged by the Bankruptcy proceedings, which are necessary to complete this project.

(5) The Transferee is in a position to fully perform all obligations that may exist under the contract.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the contract.

(7) Evidence of the above transfer has been filed with the Government.

(b) IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT:

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the contract regarding any misdirected payment to the Transferee of any claims due the Transferor (Attachment A) which claims will be resolved between the Transferee and Transferor, and constitutes satisfaction of such claims as against the Government.

(2) The Transferee agrees to be bound by and to perform the contract in accordance with the conditions contained in the contract. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contract as required to complete the contract in accordance with paragraph (a)(4).

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to contract performance, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the contract. The Transferee by this Agreement becomes entitled to all

rights, titles, and interests of the Transferor in and to the contract as if the Transferee were the original party to the contract. Following the effective date of this Agreement, the term "Contractor," as used in the contract, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contract, shall be considered to have discharged those parts of the Government's obligations under the contract. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor, shall be resolved between the Transferor and Transferee; and any such payments so received shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses or any related increases, directly or indirectly arising out of or resulting from the transfer of this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contract.

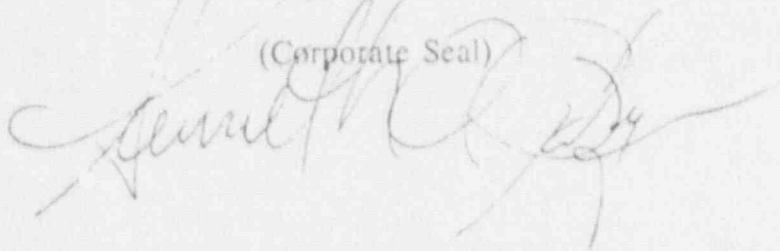
(8) The Transferor guarantees payment of all liabilities and the performance of all obligations which are not otherwise discharged by the Bankruptcy proceedings that the Transferee (i) assumes under this Agreement or (ii) may undertake in the future should this contract be modified under its terms and conditions. The Transferor waives notice of, and consents to, any such future modifications. Nothing in this Agreement shall be construed

CERTIFICATE

I, Kenneth A. Polcyn, certify that I am the Secretary for Communications Technology Applications, Inc.; that Virginia G. Frazier, who signed this Agreement for this Corporation, was then Operations Vice President of this Corporation; and that this Agreement was duly signed for and on behalf of this Corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this Corporation this 25th Day of January, 1991.

(Corporate Seal)

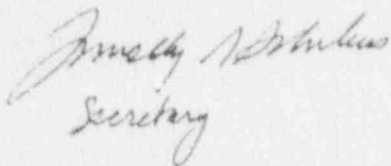
A large, stylized handwritten signature in dark ink, appearing to read "Kenneth A. Polcyn".

CERTIFICATE

I, Tim Schimkus, certify that I am the Secretary of Star Mountain, Inc.; that Carl von Sternberg, who signed this Agreement for this Corporation, was then Chief Executive Officer of this Corporation; and that this Agreement was duly signed for and on behalf of this Corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this Corporation this 25th Day of January, 1991.

(Corporate Seal)

A handwritten signature in dark ink, appearing to read "Tim Schimkus". Below the signature, the word "Secretary" is written in a smaller, cursive hand.

as a reaffirmation by Transferor of any pre-Chapter 11 debts, or an agreement to enter into any additional post-petition contracts or obligations, or waiver of any rights of Transferor in the treatment of Government claims, if any, in the Chapter 11 proceedings.

(9) The contract shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA

By: *Paul J. Edgeworth*
Title: *Contracting Officer*
Date: *2/15/91*

COMMUNICATIONS TECHNOLOGY APPLICATIONS, INC. (Debtor in Possession)

By: *Virginia S. Hayes*
Title: *Operations Vice President*
Date: *1/25/91*
(Corporate Seal)

STAR MOUNTAIN, INCORPORATED

By: *A. Carl von Sternberg*
Title: *President*
Date: *1-25-91*
(Corporate Seal)