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A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authorsty) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. 8. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation calds, etc.) C. THIS SUPPLEMENTAL ASREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: X D. OTHER (Specify type of modification and authority) MUTUAL AGREEMENT OF THE PARTIES, EMAIL DATED JULY 2, 2009 BETWEEN NRC AND SKYTEL E. IMPORTANT: Contractor is not, is required to sign this document and return incomposition to the issuing office. 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solidation/nomined subject matter where feasable.) The purpose of this modification is to revise the price schedules to incorporate the correct CLIN prices for invoicing purposes. See subsequent pages for further details. Except as provided herein, pillerms and conditions of the document referenced in item 8A or 10A, as herefoline changed, remains unchanged and in full force and effect. Except as provided herein, pillerms and conditions of the document referenced in item 8A or 10A, as herefoline changed, remains unchanged and in full force and effect. Except as provided herein, pillerms and conditions of the document referenced in item 8A or 10A, as herefoline changed, remains unchanged and in full force and effect. Except as provided herein, pillerms and conditions of the document referenced in item 8A or 10A, as herefoline changed, remains unchanged and in full force and effect. Except as provided herein, pillerms and conditions of the document referenced in item 8A or 10A, as herefoline changed, remains unchanged and in full force and effect. 15A, NAME AND TITLE OF SIGNER (Type or print) Except as provided herein, pillerms and conditions of the document referenced in item 8A or 10A, as herefoline changed. 15A, NAME AND TITLE OF SIGNER (Type or print) Except as provided herein, pillerms and conditio					٥,		
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The purpose of this modification is to revise the price schedule to incorporate the correct CLIN prices for invoicing purposes. Accordingly, the following changes are hereby made:

1. Section entitled, "PRICE SCHEDULE" is deleted in its entirety and replaced with the following:

	- 1 m							
F	FIXED-UNIT PRICES FOR PAGER SERVICES							
		FI)	(ED UNIT					
			PRICE					
CLIN	SUPPLY/SERVICE	(pe	r month).					
	2 Way 500 Msgs, Skytel Network							
001	(charged monthly)	\$ -	17.16					
٠	2-Way Value bundle, 30 min							
	SkyTalk, caller ID, Personal Access	ŀ						
	Number (charged in conjunction with	1						
002	CLIN 001)	\$	4.11					
	Alphanumeric Nationwide SkyTel							
003	Network (charged monthly)	\$	27.25					
	Numeric Nationwide SkyTel Network							
004	(charged monthly)	\$	15.40					
	Numeric Metro Skytel Network							
005	(charged monthly)	\$	4.54					
	SkyTalk Voice Mail 120 minutes							
006	(charged monthly)	\$	7.43					
007	Personal Access Number	\$	1.97					
008	Alphanumeric - Overcall rate/ msg	\$	0.05					
009	2-Way - Overcall rate/ msg	\$	0.05					
010	FCC Universal Fee @ 1.1%		-					

Quantities are subject to change from the base period to each option period (if exercised). Should the quantity increase or decrease, the above fixed unit prices shall not change throughout the life of the contract. The estimated quantities for the base period are provided below.

ESTIMATED QUANTITY FOR BASE PERIOD									
		#100 mm	EDUNIT						
		name of the	RIGE						
אוטט	SUPPLY/SERVICE	Npe	guoman),		MONTAS		TOTAL		
ł	2 Way 500 Msgs, Skytel Network		. ,						
001	(charged monthly)	\$	17.16	9	5	\$	772.20		
	2-Way Value bundle, 30 min								
	SkyTalk, caller ID, Personal Access								
	Number (charged in conjunction with				,		·		
002	CLIN 001)	\$	4.11	9	5	\$	184.95		
	Alphanumeric Nationwide SkyTel		***************************************			Ι.	***************************************		
003	Network (charged monthly)	\$	17.37	118	5	\$	10,248.30		
	Numeric Nationwide SkyTel Network								
004	(charged monthly)	\$	6.51	4	5	\$	130.20		
	Numeric Metro Skytel Network								
005	(charged monthly)	\$	35.55	1	5	\$	177.75		
	SkyTalk Voice Mail 120 minutes								
006	(charged monthly)	\$	19.13	7	5	\$	669.55		
007	Personal Access Number	\$	1.97	139	5	\$	1,369.15		
010	FCC Universal Fee @ 1.1%		-		-	\$	149.07		
		MA	O MUMIX	RDERING	EMITATION	\$	13,701.17		

If an option to extend the term of the contract is exercised, the modification will include a revised schedule for estimated quantities for that option period. The following tables represent maximum ordering amounts for the option years. The Government reserves the right to order any quantity up to the maximum ordering amount stated on each table.

	FOTHER OF ANTITY FOR OUT	1011	DEDIOD 4	/4a ha aana	mintagi if ava		
11 - 24 (92 (194 (24))	ESTIMATED QUANTITY FOR OPT			(to be com	pleted if exe	CI	5 e u)
		31.44 (1.5.5 A)	(ED UNIT				
			PRICE				
CLIN	SUPPLYSERVICE	- (pe	r month)	QTY	MONTHS		TOTAL
	2 Way 500 Msgs, Skytel Network			-			
001	(charged monthly)	\$	17.16	9	12	\$	1,853:28
	2-Way Value bundle, 30 min			, ,			
	SkyTalk, caller ID, Personal Access		•				
<u> </u>	Number (charged in conjunction with		*				
002	CLIN 001)	\$	4.11	9	12	\$	443.88
	Alphanumeric Nationwide SkyTel						
003	Network (charged monthly)	\$	17.37	118	12	\$	24,595.92
	Numeric Nationwide SkyTel Network			~~			
004	(charged monthly)	\$	6.51	4	12	\$	312.48
-	Numeric Metro Skytel Network						
005	(charged monthly)	\$	35.55	1	12	\$	426.60
,	SkyTalk Voice Mail 120 minutes						
006	(charged monthly)	\$	19.13	7	12	\$	1,606.92
007	Personal Access Number	\$	1.97	139	12	\$	3,285.96
010	FCC Universal Fee @ 1.1%			*	_	\$	357.78
		MA	A MUMIX	RDERING	INITATION	\$	32,882.82

ESTIMATED QUANTITY FOR OPTION PERIOD 2 (to be completed if exercised)								
			EDUNI					
CLIN	SUPPLYSERVICE	22000000000	IRIŒE •month)	GTY.	MONTHS		TOTAL	
	2 Way 500 Msgs, Skytel Network							
001	(charged monthly)	\$	17.16	9	12	\$	1,853.28	
	2-Way Value bundle, 30 min							
,	SkyTalk, caller ID, Personal Access			[.				
	Number (charged in conjunction with							
002	CLIN 001)	\$	4.11	9	12	\$	443.88	
	Alphanumeric Nationwide SkyTel							
003	Network (charged monthly)	\$	17.37	118	12	\$	24,595.92	
	Numeric Nationwide SkyTel Network							
004	(charged monthly)	\$	6.51	· 4	12	\$	312.48	
	Numeric Metro Skytel Network				-		-	
005	(charged monthly)	\$	35.55	.1	12	\$	426.60	
	SkyTalk Voice Mail 120 minutes							
006	(charged monthly)	\$	19.13	7	12	\$	1,606.92	
007	Personal Access Number	\$	1.97	139	12	\$	3,285.96	
010	FCC Universal Fee @ 1.1%		-	-	-	\$	357.78	
		MA	XIMUM C	RDERING	AMOUNT	\$	32,882.82	

ESTIMATED QUANTITY FOR OPTION PERIOD 3 (to be completed if exercised)								
		The representation	ROE					
CLIN	SUPPLY/SERVICE	(per	month)	QTY	MONTHS		TOTAL	
	2 Way 500 Msgs, Skytel Network					-		
001	(charged monthly)	\$	17.16	9	12	\$	1,853.28	
	2-Way Value bundle, 30 min						-0.150	
1	SkyTalk, caller ID, Personal Access			,	İ	i		
ł	Number (charged in conjunction with							
002	CLIN 001)	\$	4.11	9	12	\$	443.88	
	Alphanumeric Nationwide SkyTel							
003	Network (charged monthly)	\$	17.37	118	12	\$	24,595.9 2	
	Numeric Nationwide SkyTel Network							
004	(charged monthly)	\$	6.51	4	12	\$	312.48	
	Numeric Metro Skytel Network							
005	(charged monthly)	\$	35.55	1	12	\$	426.60	
	SkyTalk Voice Mail 120 minutes							
006	(charged monthly)	\$	19.13	7	12	\$	1,606.92	
007	Personal Access Number	\$	1.97	139	12	\$	3,285.96	
010	FCC Universal Fee @ 1.1%		-		-	\$	357.78	
		MA	KIMUM C	RDERING	AMOUNT	\$	32,882.82	

2. Section A.3. CONSIDERATION AND OBLIGATION TASK ORDERS (AUG 1989) ALTERNATE (JUN 1991) is hereby deleted and replaced with the following:

A.3 CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 1989) ALTERNATE 1 (JUN 1991)

- (a) The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract is \$13,701.17. The Contracting Officer may place orders with the contractor during the contract period provided the aggregate amount of such orders does not exceed the MOL.
- 3. Section A.8 52.216-19 ORDER LIMITATIONS (OCT 1995) is hereby deleted and replaced with the following:

A.8 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
 - (b) Maximum order. The Contractor is not obligated to ho nor-
 - (1) Any order for a single item in excess of \$13,701.17;
 - (2) Any order for a combination of items in excess of \$13701.17; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
- 4. Section A.12 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) is hereby deleted and replaced with the following:

A.12 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years and five months or 41 months.

This action does not obligate any funding.

ALL OTHER TERMS AND CONDITIONS OF THIS PURCHASE ORDER REMAIN UNCHANGED.